Jackson Town Council Regular Meeting

February 6, 2023
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/85672491470?pwd=dDhNNU1xblNEcHNkOUFlU0UzWFdjQT09
If the link does not work, join at zoom.com with Webinar ID **856 7249 1470** Password: **83001**
or join by phone **+1 669 900 9128** with Webinar ID **856 7249 1470** and Password: **83001**

II. OPENING

A. Call to Order and Roll Call
B. Pledge of Allegiance
C. Announcements/Proclamations
   1. Introduction of Aarón Carrillo, Public Information Officer & Special Events Coordinator

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. January 17, 2023 Town Council Workshop
   2. January 17, 2023 Regular Town Council Meeting
B. Disbursements
C. High County Linen Service Uniform Cleaning Contract (Floren Poliseo)
D. White Glove Cleaning Contract (Floren Poliseo)
E. Salt Lake Express Parking Agreement (Bruce Abel)
F. Special Restrictions at 105 Mercill Avenue (April Norton)
G. 2023 Official Depositories (Kelly Thompson)
H. Bid 23-04 Flat Creek Drive Rebuild (Brian Lenz)

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

A. Administration
   1. 2023 Annual Liquor License Renewals (Lynsey Lenamond)

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.

2. DG JH LLC dba The Rose at 50. W. Broadway Liquor License Renewal (Lynsey Lenamond)
3. Gondola and Cougar Lease Agreement Request (Lea Colasuonno & Tyler Sinclair)

B. Planning

1. P22-141 Development Plan at 1050, 1060, and 1080 South Park Loop Rd. (Tyler Valentine)
2. P22-115 Alley Vacation at 300 Block of N. Cache Street (Paul Anthony)
3. P22-198 Conditional Use Permit - Snow King Gondola (Tyler Valentine)
4. P22-277 Subdivision Plat - 430 & 440 W. Kelly Ave. (Tyler Valentine)

VI. RESOLUTIONS

A. Resolution 23-02: Budget Amendment #2 (Kelly Thompson & Tyler Sinclair)

VII. ORDINANCES

A. Ordinance G: Jackson Municipal Code Recodification (second reading)

B. Ordinance H: Bingo and Pull Tabs (second reading)

C. Ordinance I: Parking Prohibitions (second reading)

VIII. MATTERS FROM MAYOR AND COUNCIL

A. Board and Commission Reports

IX. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

X. ADJOURN

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

Aarón Carrillo
Public Information Officer & Special Events Coordinator

Aarón Carrillo has joined the Town as the new Public Information Officer. Carrillo was born in Tlaxcala, Mexico and raised in Jackson. After graduating from the University of Wyoming, he moved to France for grad school. He holds a Master's degree in International Business and a Master's degree in HR Management from the University of Paris II. After 4 years overseas, he returned to Jackson. He's worked in human resources and communications across different sectors. Aarón is fluent in both Spanish and French.

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JANUARY 17, 2023 **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: Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Rooks, and Jonathan Schechter. Jessica Sell Chambers was absent.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Steve Ashworth, Michelle Weber, Susan Scarlata, Brian Lenz, Brian Schilling, Carl Pelletier, Paul Anthony, Floren Poliseo, Lynsey Lenamond, and Riley Taylor.

Department Director Updates. Susan Scarlata and Tyler Sinclair gave updates on behalf of the Community Development Department. Steve Ashworth gave an update on behalf Parks and Recreation Department. No motions were made.

Parklet and Town Square Ambassador Recap. Carl Pelletier, Johnny Ziem, and Lea Colasuonno made staff comment. Justin Walters and Rick Howe with the Chamber of Commerce made partner comment. Brian Schilling made public comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct staff to implement a parklet program with an annual fee for the summer of 2023 as presented and discussed. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct staff to implement Flex Space improvements in the downtown as presented and discussed. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct staff to prepare a Memorandum of Understanding with the Jackson Hole Chamber of Commerce for a Town Square Ambassador for the summer of 2023 for consideration at a future meeting as presented and discussed. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried.

Council recessed at 3:10pm and reconvened at 3:15pm.

Snow King/Scott Lane Intersection Design. Brian Schilling and Brian Lenz made staff comment. Bob Lenz and Tom Stanton made public comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to:

a) Proceed with final design of the Simon Lane realignment

b) Pursue combining the Simon Lane realignment with the S4 Flats development construction in summer 2023

Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried.

Adjourn to Executive Session. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn to executive session to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii). Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried. The meeting adjourned at 4:04 p.m. Minutes: rt

TOWN OF JACKSON

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ATTEST: Hailey Morton Levinson, Mayor

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Riley Taylor, Town Clerk

Publish JH News & Guide: January 25, 2023

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JANUARY 17, 2023 **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: Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Rooks, and Jonathan Schechter, Jessica Sell Chambers was absent.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Paul Anthony, Tyler Valentine, Kelly Sluder, Susan Scarlata, Floren Poliseo, Johnny Ziem, April Norton, Michelle Weber, and Riley Taylor.

Council proclaimed January 16, 2023 as Dr. Martin Luther King Junior and Wyoming Equality Day and introduced Beth Ramsey, Victim Services Advocate.

Public Comment. There was no public comment.

Consent Calendar. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve the consent calendar including items A-I as presented with the following motions.

A. **Meeting Minutes.** To approve the meeting minutes from the January 9, 2023 Special Town Council Meeting.

B. **Disbursements.** To approve disbursements as presented. 842-NCPER 96.00, Ace Equipment & Supply 926.59, Ace Hardware 1142.42, AFLAC 2980.26, Alder Environmental LLC 543.75, Allegiance Benefit 94,079.29,Amazon 813.96, Antler Motel 12000.00 Kyle Badura 100.00, Big R ranch & Home 823.95, Blue Spruce 150.29, Shawn Burkholder 1850.00, Car Quest Auto Parts 87.54, Charlies Plumbing 585.00 Chiropractic and Sports 61.65, Conrad & Bischoff 31547.29, Control System Tech 300.00, Copy works LLC 409.50, Deans Pest Control 250.00, Division of Child Support 509.23, ER Office 42.54, Eforce 10404.16, Energy Laboratories 708.00,Etna Trade Park 4062.00 Evans Construction 23686.00 Fall River Propane 4110.33, Fish Cree Vet Clinic 187.41, Fleet pride 1988.35 GE Software 80.00, Gillig LLC 5444.13, Grand Targhee Resort 7888.00, H & R Enterprise 4021.21, High Country Linen 2043.00, Deena Hill 3989.94, Idaho State Tax 6873.00, Interstate Battery 570.00, Ivy Outdoor Services 4785.75, Jackson Hole Community Counceling 4312.20, Jackson Hole New and Guide 2476.80, Jackson Lumber 436.73, Jam & Greg Locksmith 32.00, Jones Simkins 7000.00, Kio Brothers 4350.63, Language Testing 90.50, Lawngevity 237.50, Leadership Jackson Hole 4000.00 Lynsey Lenamond 48.76, Lepco 893.00, Lower Valley Energy 54872.35, Jason Markman 1900.00, Metroequip 305.61, Napa Auto Parks 896.19, Nelson Engineering 11805.75, Pine Needle Embroidery 45.00, R & A Safety 265.00, Rafter J Improvement 146.53, Rocky Mountain Appraisal 2500.00, RT2 81.29, Rush International Truck 535.00, Sherwin Williams 47.57, David Shlim MD 1200.00, Snow King Hotel 1584.52, Spring Creek Animal Hospital 625.16, St johns Hospital 195.00, Kirk Stone 2800.00, Stones 30803.00, Suburban Propane 60.43, Sunroc Corporation 5649.65, Teton County Clerk 40.00, Teton County Integrated 327.00, Teton County Sheriffs 432.00, Teton Rental Center 340.00, Teton Rope Access 2735.00, Teton Trash Removal 49.00, The children's learning Center 29252.75, The Connor E Filed Trust 2575.00, The Tire Rack 2330.24, Thomson West 920.94, Title 22 Consultants 903.02, Upper Case Printing 898.50, Victor Village 7500.00, VISA 28664.23, Watts Steam Store 918.61, Westbank Sanitation 32.26, Western State 89.34, White Glove Cleaning 3772.66, William Sorsby Trust 3000.00, John Wilson 2200.00, Wrench It Plumbing 272.121, Wyoming Child support 146.76, Workers Comp 27615.66, Wyoming Retirement 210931.26, Wyoming.com 5.00, Yellow Iron Excavation 370.00.

C. **December Municipal Court Report.** To accept the December Municipal Court Report into record.

D. **P22-295: Tax Prep Temporary Sign.** To approve temporary banner application (P22-295) for Teton County Library including the three conditions of approval recommended by the Planning Director in this staff report dated January 17, 2023.

E. **Special Restrictions for Workforce Housing at 105 Mercill Ave.** To approve the Special Restrictions for Workforce Ownership Housing Located at 105 Mercill Avenue and the Special Restrictions for Workforce Condominium Rental Housing Located at 105 Mercill Avenue and authorize the Mayor to sign.

F. **Dispensing Area – Get Loose LLC dba Roadhouse Eatery and Pub.** To approve the request for an added dispensing area and expanded service area to the restaurant/microbrewery dual liquor license held by and as presented by Get Loose LLC with the following condition: 1. The applicant shall be required to apply for a Basic Use Permit for a "Restaurant/Bar" use if the proposed retail food and beverage service increases to a level of service that meets the definition of "Restaurant/Bar" in the Town Land Development Regulations.

G. **Utility Financial Plan Update.** To approve the Scope of Services Agreement with Raftelis in a not-to-exceed amount of $48,700 and authorize the Mayor to execute all necessary contract documents, subject to any minor modifications by staff.

H. **All Electric Vehicle Procurement.** To approve the procurement of Bid #23-03 for the purchase of a new all-electric vehicle for the Community Service Officers Division, which includes a vehicle trade-in valued at $6,150, and award the bid to Teton Motors of Jackson, Wyoming, in the amount of $22,670.

I. **Police Department Policy and Procedure Manual Update.** To approve the Jackson Police Department Policy & Procedural Manual dated January 2023.

There was no public comment. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried.

New Resort Liquor License – CCC's PBI LLC dba Mountain Modern. Lenamond made staff comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to continue the item to the February 21, 2023 Regular Town Council Meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried.

New Restaurant Liquor License – Abuelito Group LLC dba EL Abuelito Mexican Restaurant. Mayor Morton Levinson opened the public hearing. Lynsey Lenamond made staff comment. Having considered Wyoming Statute §12-4-104(b) statutory factors for the application, a motion was made by Jim Rooks and seconded by Arne Jorgensen to approve the application for a restaurant liquor license from Abuelito Group LLC, subject to the following conditions, and further direct the Town Clerk to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute §12-4-103(a)(iv):

1. The Town Clerk 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 with Jessica Sell Chambers absent. The motion carried. Mayor Morton Levinson closed the public hearing.

Liquor License Transfer – Jackson Liquors LCCS dba KJ's Phillips 66. Mayor Morton Levinson opened the public hearing. Lynsey Lenamond made staff comment. Having considered Wyoming Statute § 12-4-104(b) factors for the application, a motion was made by Jim Rooks and seconded by Jonathan Schechter to approve the application for the transfer of the retail liquor license currently held by Jackson Liquor LLC to Parkland USA Corporation, subject to the following conditions, and further direct the Town Clerk to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute § 12-4-103(a)(iv):

1. The Town Clerk shall not issue the license until all required Town licenses and permits have been obtained.
2. The license is subject to the same conditions and restrictions of the initial license approval, as amended.
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 with Jessica Sell Chambers absent. The motion carried. Mayor Morton Levinson closed the public hearing.

P22-207 & P22-265 Conditional Use Permit – Miller Park. Tyler Valentine and Steve Ashworth made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve a Conditional Use Permit (P22-207) for an Outdoor Recreation use at Miller Park, specifically for an off-leash dog park, at the property located at 255 W. Deloney Avenue based upon the findings and conditions presented in the staff report, the

departmental reviews, and subject to the staff report dated January 17, 2023. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried.

A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve a Conditional Use Permit (P22-265) for Developed Recreation uses at Miller Park, specifically to expand the pickleball courts and install new basketball courts, at the property located at 255 W. Deloney Avenue based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to the staff report dated January 17, 2023. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried.

Stay of Demolition Permit Applications B22-1098 & B22-1068. Kelly Sluder made staff comment. Council held discussion with staff. Julien Hass made public comment. A motion was made by Arne Jorgensen and seconded by Jim Rooks to grant a 90 day stay on the issuance of Demolition Permit Application #B22-1098. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried.

A motion was made by Arne Jorgensen and seconded by Jim Rooks to grant a 90 day stay on the issuance of Demolition Permit Application #B22-1068. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried.

Resolution #23-01. Tyler Sinclair made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Resolution #23-01. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried.

RESOLUTION 23 – 01
TOWN MANAGER DUTIES AND RESPONSIBILITIES

WHEREAS, the Town of Jackson has by ordinance established the position of Town Manager; and

WHEREAS, Jackson Municipal Code § 2.12.030 provides that the Town Manager shall be the chief administrative officer of the Town government and shall act pursuant to a job description as approved, and from time to time amended, by Resolution of the Town Council; and

WHEREAS, the Town of Jackson wishes to establish by resolution, as provided by ordinance, the job description of the Town Manager.

NOW, THEREFORE, be it hereby resolved by the Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that:

The job description of the Town Manager shall include and may be described as follows:

General Definition of Work

The Town Manager is responsible for day-to-day administration of all departments and oversees and manages strategic Town initiatives. This position performs complex work by serving as a visionary leader enabling priority projects; directing and coordinating all Town employees; carrying out directives of the Mayor and Town Council; establishing administrative procedures to increase effectiveness and efficiency of Town government; and establishing and maintaining procedures to facilitate communications between citizens and Town government. Performs related work as apparent or assigned. Work involves setting policies and goals under the direction of the Town Council. Supervision is exercised over all organizational personnel. *The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position*.

Essential Functions and Competencies

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodation may be made to

enable an individual with disabilities to perform the essential functions.

Essential Administrative Functions

Carries out directives of the Mayor and Town Council which require administrative implementation and is responsible for overall administration of Town.

- Ensures compliance with and administration of all municipal statutory regulations and municipal code.
- Prepares an administrative plan including an organization chart and administrative procedures, which defines authority and responsibility for all Town positions and Departments not appointed by the Mayor and Council.
- Oversees all personnel management actions related to Town employees. Selects department heads and assigns/delegates responsibilities to them.
- Able to identify problems and develop strategies to determine the best way to solve them including best practices and outside the box thinking.
- Establishes administrative procedures to increase the effectiveness and efficiency of Town government according to current practices in local government, consistent with directives of Mayor and Town Council.
- Establishes and maintains procedures to facilitate communications between citizens and Town government to assure that complaints, recommendations, public input and other matters receive prompt attention and consideration by responsible officials.
- Maintains availability and appropriately responds to various operational needs of the Town beyond standard business hours.
- Keeps informed and works with the Town Attorney concerning current Federal, State, County and Town legislation and administrative rules affecting the Town; submits appropriate recommendations and reports on such matters to Town Council.
- Assures that the news media is kept informed about the operations of the Town and that all open meeting rules and regulations are followed.
- Oversees Town facilities, assets, and land acquisition to ensure adequate resources are available for Town operations.

Essential Strategic Leadership Functions

Works with elected officials, citizens, and other stakeholders to design and carry out strategic initiatives and plans and provides the leadership necessary for implementation.

- Provides strategic oversight of the annual budget and 5-year financial model and is responsible for fiscal management of Town operations. Directs the Town's financial and budget activities to fund operations, maximize investments, and increase efficiency.
- Acts as the Town Chief Administrative Officer (CAO) responsible for determinizing and formulating policies and providing overall strategy for the Town as directed by the Mayor and Town Council. Plans, directs, or coordinates operational activities at the highest level of management with the help of department heads and managers.
- Represents the Mayor and Town Council in matters involving legislative and intergovernmental affairs when authorized by the Mayor and Town Council.
- Supports and implements the Comprehensive Plan through public and private sector cooperation along with other Town plans for housing, transportation, capital improvements, etc.
- Collaborates with internal and external partners to ensure Town and overall community goals and objectives are supported.
- Maximizes available fiscal resources to accomplish Town core services and other priorities including leveraging grant opportunities aligned with Town vision and strategy.
- Analyzes Town operations to evaluate the performance of its staff in meeting Council objectives to determine budgetary effectiveness, maximize efficiency, and implement policy change.

Critical Competencies

The following competencies are necessary to support Town administration and strategic

leadership functions of this position.

- Visionary leader with the ability to incorporate multiple perspectives and data into strategic community initiatives.
- Ability to think strategically to continuously advance the organization with changing operational needs.
- Must be a transparent communicator and possess the ability to coach staff and lead a dynamic team that provides services requiring a variety of professional experience and diverse skillsets.
- Must be comfortable being accessible, visible, and immersed in the fabric of the community, serving as the face of Town operations.
- Enables effective implementation of Town projects, both administrative and strategic in nature, be employing project management skills related to project budgeting, change management, and delegation and time management. This includes but is not limited to capital projects and strategic plans.
- Possesses an understanding of the demographics and dynamics of residents, businesses, and community members to prioritize various organizational and community needs.
- Models articulate, effective and respectful oral, written, and visual skills with Council, the public, leadership team and department employees. Develops and accurately communicates Town and department messaging during public interactions.
- Creates a positive environment where employees feel confident bringing their true selves to work.
- Demonstrates self-awareness and a commitment to equity including developing a network with diverse perspectives and consulting diverse resources to better understand complex equity issues that impact staff and Town stakeholders. Continuously expands knowledge, applying what is learned. Believes there is always more to learn and provides continual learning opportunities to employees.
- Understands and upholds the separation of duties between the Town Council and the Town Manager whereby the Town Council is responsible for policy decisions and the Town Manager is responsible for implementation of those decisions.

Desired Educational Qualifications

A Bachelor's degree in Business Administration, Public Administration, Urban Planning, or a closely related field with at least 7 years of professional experience in a related field and at least 5 years serving as a department director, Assistant Town Manager, Deputy Manager, or similar level of leadership responsibilities. A master’s degree and designation recognized through the International City Manager Association Credentialed Manager (ICMA-CM) are highly desired. Experience in a leadership role in a community with similar challenges and opportunities as Jackson is preferred. Any equivalent combination of education and experience that provides the required knowledge and skills will be considered.

DATED THIS 17 DAY OF JANUARY, 2023.

A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to direct staff to take the necessary steps to set up a Town Manager interview process. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried.

Ordinances. A motion was made by Jonathan Schechter and seconded by Jim Rooks to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried.

Ordinance H: An Ordinance Regarding Bingo and Pull Tabs.

AN ORDINANCE REPEALING SECTION 1 OF ORDINANCE 1281 AND JACKSON MUNICIPAL CODE §§ 5.48.010, 5.48.020, 5.48.030, 5.48.039, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, AND 5.48.180; SECTION 3 OF ORDINANCE 1280 AND JACKSON MUNICIPAL CODE §§ 5.48.050 AND 5.48.210; SECTION 12 OF ORDINANCE 860 AND JACKSON MUNICIPAL CODE §§ 5.48.010, 5.48.020, 5.48.030, 5.48.040, 5.48.050,

5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, AND 5.48.180, 5.48.190, 5.48.200, AND 5.48.210; AND 1 OF ORDINANCE 432 AND JACKSON MUNICIPAL CODE § 5.48.010, 5.48.020, 5.48.030, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, 5.48.180, 5.48.190, 5.48.210 AN 5.48.220; REGARDING BINGO AND PULL TABS AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance H on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried.

Ordinance I: An Ordinance Regarding Parking Prohibitions.

AN ORDINANCE REPEALING SECTIONS 18(J) AND (K) OF ORDINANCE NO. 131; SECTION 1 OF ORDINANCE NO. 610 AND JACKSON MUNICIPAL CODE 10.04.160(P) AND (Q); SECTION 1 OF ORDINANCE NO. 1043 AND JACKSON MUNICIPAL CODE 10.04.160(P) AND (Q); SECTION 1 OF ORDINANCE NO. 1311 AND JACKSON MUNICIPAL CODE 10.04.160(O) AND (P); REGARDING PARKING PROHIBITIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance I on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried.

Ordinance G: An Ordinance Providing for the General Revision and Recodification of the Town of Jackson Municipal Code.

AN ORDINANCE PROVIDING FOR THE GENERAL REVISION AND RECODIFICATION OF THE TOWN OF JACKSON MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve Ordinance G on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried.

Ordinance E: An Ordinance Regarding Electric Vehicle Supply Equipment.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196 AND 1277 AND SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTIONS 6.2.2.F AND 9.5 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING ELECTRIC VEHICLE SUPPLY EQUIPMENT 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:

Reade Dornan and Alicia Cox made public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance E on third reading and designate it ordinance 1339. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried.

Matters from Mayor and Council. Council discussed the Gregory Lane project.

Town Manager's Report. Tyler Sinclair made staff comment. Council held discussion with staff. The report contained updates on the Snake River Headwaters Watershed Group, bear resistant trash ordinance, and Environmental Protection Agency grant opportunity. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve the Town Manager's report. Jim Rooks abstained from the vote. Mayor Morton Levinson called for the vote. The vote showed 3-0 with Arne Jorgensen, Jonathan Schechter, and Mayor Morton Levinson in favor, Jim Rooks abstained, and Jessica Sell Chambers absent. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor with Jessica Sell Chambers absent. The motion carried. The meeting adjourned at 7:21 p.m. Minutes: rt

TOWN OF JACKSON

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ATTEST: Hailey Morton Levinson, Mayor

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Riley Taylor, Town Clerk

Publish JH News & Guide: January 25, 2023

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	5930508	KEY KRAFTER	01/17/2023	7.98	.00	
51	ACE HARDWARE	811457	HOLE PLUGS	01/04/2023	16.73	.00	
51	ACE HARDWARE	811644	PACKOUT TOOL	01/06/2023	157.44	.00	
51	ACE HARDWARE	811655	TANK SPRAYER	01/06/2023	39.99	.00	
51	ACE HARDWARE	811682	FILTER FURN	01/06/2023	20.94	.00	
51	ACE HARDWARE	811772	TABLE SAW	01/07/2023	639.99	.00	
51	ACE HARDWARE	811875	DRILL BIT	01/09/2023	21.27	.00	
51	ACE HARDWARE	811898	BAG TRASH	01/09/2023	17.99	.00	
51	ACE HARDWARE	811994	PIN SHEAR	01/10/2023	3.49	.00	
51	ACE HARDWARE	812056	LIQUID PLUMR	01/10/2023	7.99	.00	
51	ACE HARDWARE	812057	LIQUID PENETREX	01/10/2023	7.99-	.00	
51	ACE HARDWARE	812058	LIQUID PENETREX	01/10/2023	21.98	.00	
51	ACE HARDWARE	812102	PEN PAINT SHIRTCUT	01/10/2023	12.99	.00	
51	ACE HARDWARE	812117	HOLE PLUG	01/11/2023	3.01	.00	
51	ACE HARDWARE	812182	BASKET WASTE	01/11/2023	16.99	.00	
51	ACE HARDWARE	812189	SUPPLIES	01/11/2023	63.96	.00	
51	ACE HARDWARE	812292	union iron	01/12/2023	100.42	.00	
51	ACE HARDWARE	812335	PARTS	01/12/2023	42.96	.00	
51	ACE HARDWARE	812337	BULBS	01/12/2023	4.49	.00	
51	ACE HARDWARE	812371	GLOVES	01/13/2023	65.47	.00	
51	ACE HARDWARE	812384	CLOSET RING	01/13/2023	9.99	.00	
51	ACE HARDWARE	812422	CAULK	01/13/2023	11.99	.00	
51	ACE HARDWARE	812626	dowel	01/16/2023	4.49	.00	
51	ACE HARDWARE	812680	CREDIT	01/16/2023	43.96-	.00	
51	ACE HARDWARE	812692	BOLTS	01/17/2023	8.10	.00	
51	ACE HARDWARE	812722	GLOVES	01/17/2023	37.98	.00	
51	ACE HARDWARE	812736	MISC BITS AND NUTS	01/17/2023	38.02	.00	
51	ACE HARDWARE	812798	TIE DOWN	01/17/2023	44.99	.00	
51	ACE HARDWARE	812831	LIQUID PLUMBER	01/17/2023	7.99	.00	
51	ACE HARDWARE	812835	TAPCON	01/17/2023	44.97	.00	
51	ACE HARDWARE	812977	SABER TORX	01/18/2023	22.38	.00	
51	ACE HARDWARE	813047	SPRAYPAINT	01/19/2023	22.99	.00	
51	ACE HARDWARE	813363	ACE ROLLER	01/23/2023	11.48	.00	
51	ACE HARDWARE	813392	TAPE	01/23/2023	14.48	.00	
51	ACE HARDWARE	814049	HEATER	01/29/2023	229.97	.00	
51	ACE HARDWARE	814083	TORCH KIT	01/30/2023	59.99	.00	
51	ACE HARDWARE	814283	PARTS	01/31/2023	44.89	.00	
Total 51:					1,828.83	.00	
88	AIRGAS INTERMOUNTAIN INC.	999404784	SMALL ARGON	12/31/2022	45.28	.00	
Total 88:					45.28	.00	
6686	Allegiance Benefit Plan Manage, I	011223	claims	01/12/2023	47,982.59	47,982.59	01/13/2023
6686	Allegiance Benefit Plan Manage, I	012523	claims	01/25/2023	35,464.37	35,464.37	01/25/2023
6686	Allegiance Benefit Plan Manage, I	111923	claims	11/19/2023	21,903.14	21,903.14	01/19/2023
Total 6686:					105,350.10	105,350.10	
5726	AMAZON	111-2424612-2	POSTAL SCALE MAIL	01/09/2023	99.95	.00	
5726	AMAZON	113M-RL3Q-F	TONER	01/19/2023	639.98	.00	
5726	AMAZON	14KD-R3RC-39	OTTERBOX	01/16/2023	35.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	17JN-YXHP-36	BATTERY	01/17/2023	1,156.69	.00	
5726	AMAZON	19KV-TGDX-1	TAPE DISPENSER	01/17/2023	21.98	.00	
5726	AMAZON	1CWG-PCJ9-7	DUAL DRIVE	01/10/2023	671.07	.00	
5726	AMAZON	1DPC-L1QR-1	FLAT FREE SOLID RUBBER WH	01/12/2023	19.88	.00	
5726	AMAZON	1HT1-K34V-6K	SNOW MELT CONTROL	01/13/2023	623.25	.00	
5726	AMAZON	1JHW-13RK-7L	HILITCHI	01/10/2023	12.99	.00	
5726	AMAZON	1JWL-K39F-M9	TONER	01/12/2023	321.25	.00	
5726	AMAZON	1N6C-QFGL-3	CASE FOR IPAD	01/16/2023	43.99	.00	
5726	AMAZON	1R7L-64JM-CH	BATTERY	01/25/2023	5.65	.00	
5726	AMAZON	1TDT-7GRK-D	BOOST	01/05/2023	197.04	.00	
5726	AMAZON	1TLR-G9Q9-D	LIGHTINGH	12/30/2022	19.99	.00	
5726	AMAZON	1V44-RG39-H	HEADREST	01/11/2023	787.45	.00	
5726	AMAZON	1VX1-1WMR-3	BAYCO	01/09/2023	96.72	.00	
Total 5726:					4,753.38	.00	
383	ANTLER MOTEL, INC.	110422	NIGHTLY RATE 36K3TS	11/04/2022	288.00	.00	
Total 383:					288.00	.00	
6575	APEX SAGE INC	012123	WINDOWS	01/21/2023	887.50	.00	
Total 6575:					887.50	.00	
7027	ARISTORENAS, MARIA	012323	EQUITY TASK FORCE	01/23/2023	450.00	.00	
Total 7027:					450.00	.00	
1783	AT&T	01162023	charges for account 25725916309	01/08/2023	551.75	.00	
1783	AT&T	01192023	charges for account 28727979546	01/11/2023	503.76	.00	
1783	AT&T	01202023	WIRELESS	01/20/2023	86.46	.00	
Total 1783:					1,141.97	.00	
6757	AXON ENTERPRISES, INC	INUS104540	PRO LICENSE BUNDLE	09/30/2022	7,190.35	.00	
Total 6757:					7,190.35	.00	
7028	BADILLO, MARCELA	012323	EQUITY TASK FORCE	01/23/2023	450.00	.00	
Total 7028:					450.00	.00	
4466	BANK OF JACKSON HOLE	120522	SAFETY DEPOSIT BOX RENT	12/05/2022	60.00	.00	
Total 4466:					60.00	.00	
6090	BAUER, JAMISON	013023	CDL PHYSICAL	01/30/2023	155.00	.00	
Total 6090:					155.00	.00	
7033	BERGMAN, PIERRE	012323	EQUITY TASK FORCE	01/23/2023	450.00	.00	
Total 7033:					450.00	.00	
4774	BIG R RANCH & HOME	1599266	PARTS	01/10/2023	34.80	.00	
4774	BIG R RANCH & HOME	73210267003	CINCH	01/16/2023	49.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4774:					84.79	.00	
6727	BRIGGS, ERIC L	19388	TOOLS	01/05/2023	22.50	.00	
6727	BRIGGS, ERIC L	19775	TOOLS	01/26/2023	105.90	.00	
6727	BRIGGS, ERIC L	19776	TOOLS	01/26/2023	222.65	.00	
Total 6727:					351.05	.00	
3303	BRISTOL, JAMES	6624	ENVELOPES	12/24/2022	695.00	.00	
Total 3303:					695.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-598581	BACK UP LAMP	01/13/2023	168.24	.00	
Total 5:					168.24	.00	
102	CASELLE INC.	121911	CONTRACT SUPPORT	01/01/2023	1,867.00	.00	
Total 102:					1,867.00	.00	
544	CENTURYLINK	307-111-5050-	307-111-5050 246m	01/07/2023	2,217.16	.00	
544	CENTURYLINK	307733310674	307-733-3106 742B	01/13/2023	93.87	.00	
544	CENTURYLINK	624898021	Monthly bill for account 75912352	01/20/2023	6.85	.00	
Total 544:					2,317.88	.00	
6257	CERTIFIED LABORATORIES	8077057	ALL SEASON TOTE	01/10/2023	6,593.45	.00	
Total 6257:					6,593.45	.00	
5322	CHARGEPOINT, INC	IN172855	HARDWARE	01/09/2023	2,064.00	.00	
Total 5322:					2,064.00	.00	
7089	CHARLIE'S PLUMBING OF JH	8898-4	SERVICE 195 E DELONEY	01/09/2023	1,925.00	.00	
Total 7089:					1,925.00	.00	
5967	CITY OF DRIGGS	BBSTART2023	BUS BART RENT	01/05/2023	2,250.15	.00	
Total 5967:					2,250.15	.00	
50	CMI - TECO	57198	4 WAY valve	01/26/2023	103.27	.00	
Total 50:					103.27	.00	
69	COMMUNITY ENTRY SERVICES	010923	3RD QUARTER	01/09/2023	32,500.00	.00	
Total 69:					32,500.00	.00	
514	CONRAD & BISCHOFF INC.	IN-246048-22	ANTIFREEZE DRUMS	12/20/2022	932.14	.00	
514	CONRAD & BISCHOFF INC.	IN-249119-23	DIESEL	01/03/2023	23,343.72	.00	
514	CONRAD & BISCHOFF INC.	IN-270587-23	FUEL	01/18/2023	33,612.16	.00	
514	CONRAD & BISCHOFF INC.	IN-274811-23	DEFEND AL GLOBAL AUTO	01/19/2023	107.04	.00	
514	CONRAD & BISCHOFF INC.	IN-29117-23	FUEL	01/03/2023	11,366.24	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 514:					69,361.30	.00	
4887	CONTROL SYSTEM TECHNOLO	10703	WATER SCADA	01/03/2023	300.00	.00	
4887	CONTROL SYSTEM TECHNOLO	10711	CONTROL HARDWARE	01/18/2023	750.00	.00	
4887	CONTROL SYSTEM TECHNOLO	10724	CONTROL SERVICE	01/16/2023	300.00	.00	
4887	CONTROL SYSTEM TECHNOLO	10725	WATER SCADA	01/16/2023	55.00	.00	
4887	CONTROL SYSTEM TECHNOLO	10726	CONTROL HARDWARE	01/16/2023	110.00	.00	
Total 4887:					1,515.00	.00	
6475	CONVERGEONE, INC	20737	MONTHLY SERVICE	01/31/2023	5,434.99	.00	
6475	CONVERGEONE, INC	IE9102963	MONTHLY SERVICE	02/01/2023	2,361.70	.00	
Total 6475:					7,796.69	.00	
1691	CORE & MAIN LP	R847367	METERS	12/30/2022	3,059.00	.00	
Total 1691:					3,059.00	.00	
6718	CULTIVATE	011123	3RD QUARTER	01/11/2023	1,625.00	.00	
Total 6718:					1,625.00	.00	
6243	DAY WIRELESS SYSTEMS	INV751455	ANT TRIBAND	11/17/2022	1,265.00	.00	
Total 6243:					1,265.00	.00	
7030	DAY, JEAN	012323	EQUITY TASK FORCE	01/23/2023	450.00	.00	
Total 7030:					450.00	.00	
708	DELTA DENTAL PLAN OF WYOM	011623	december CLAIMS	01/16/2023	6,570.23	6,570.23	01/16/2023
708	DELTA DENTAL PLAN OF WYOM	011623	JANUARY PREMIUM	01/16/2023	655.20	655.20	01/16/2023
Total 708:					7,225.43	7,225.43	
6978	DIAZ, VICTORIA	011323	DOT REIMBURSEMENT	01/23/2023	155.00	.00	
Total 6978:					155.00	.00	
7037	DICK ANDERSON CONSTRUCTI	012723	PAY APP #5	01/27/2023	1,947,751.62	.00	
Total 7037:					1,947,751.62	.00	
6883	DIVISION OF CHILD SUPPORT	012423	DCSE CASE #0005405448	01/24/2023	509.23	509.23	01/24/2023
Total 6883:					509.23	509.23	
3408	E.R. OFFICE EXPRESS	20561	Office Supplies	01/13/2023	199.49	.00	
3408	E.R. OFFICE EXPRESS	20592	copy paper	01/20/2023	86.67	.00	
3408	E.R. OFFICE EXPRESS	20605	STICKY NOTES	01/20/2023	15.28	.00	
Total 3408:					301.44	.00	
4748	E-470 PUBLIC HIGHWAY AUTHO	20615	SCISSORS	01/24/2023	8.48	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4748:					8.48	.00	
502	ELECTRICAL WHSLE SUPPLY C	S5459117.001	DECORATOR PALT AND BLANK	01/06/2023	17.38	.00	
Total 502:					17.38	.00	
1134	ENERGY LABORATORIES INC.	529095	INFLUENT AND EFFLUENT	01/17/2023	203.00	.00	
1134	ENERGY LABORATORIES INC.	530993	INFLUENT AND EFFLUENT	01/24/2023	479.00	.00	
Total 1134:					682.00	.00	
81	EVANS CONSTRUCTION INC	230175	TOJ MAINTNCE BUILDING	12/20/2022	18,706.00	.00	
Total 81:					18,706.00	.00	
7168	FALL RIVER RURAL ELECTIC	51773001 0123	ELECTRICAL CHATHAM LOOP	01/20/2023	105.00	.00	
Total 7168:					105.00	.00	
3195	FERGUSON ENTERPRISES, IN	1188629	WELL WO TANK, SEAT READY L	01/11/2023	384.53	.00	
3195	FERGUSON ENTERPRISES, IN	1204605	REP KIT	01/25/2023	153.91	.00	
Total 3195:					538.44	.00	
4294	FIRE SERVICES OF IDAHO	01102023	SI FERRIN	01/10/2023	420.00	.00	
4294	FIRE SERVICES OF IDAHO	12494391	2 WIRE HORN	01/13/2023	969.50	.00	
Total 4294:					1,389.50	.00	
3810	FIREWISE LANDSCAPES INC	106827	WATER SYSTEM PATHWAYS	08/31/2022	4,080.00	.00	
Total 3810:					4,080.00	.00	
2549	FIRST TRANSIT	11854527	CONTRACT SERVICES	01/04/2023	35,843.42	.00	
Total 2549:					35,843.42	.00	
7124	FLAT CREEK APARTMENTS, LL	013123	FLAT CREEK APT DEVELOPME	01/31/2023	1,630,263.73	.00	
Total 7124:					1,630,263.73	.00	
4709	FLEETPRIDE	104736262	SEAL	01/04/2023	63.95	.00	
4709	FLEETPRIDE	104763978	WIRE SWIVEL SEAL PIPE ECTE	01/05/2023	563.32	.00	
4709	FLEETPRIDE	IDF016382	ALIGHNMENT	01/26/2023	190.40	.00	
Total 4709:					817.67	.00	
668	FREEDOM MAILING SERVICE I	44422	UTILITY BILLING	01/04/2023	858.77	.00	
668	FREEDOM MAILING SERVICE I	44422	UTILITY BILLING	01/04/2023	858.76	.00	
668	FREEDOM MAILING SERVICE I	44422	bEARWISE INSERTS	01/04/2023	47.79	.00	
Total 668:					1,765.32	.00	
7034	FRITTS, JASON	012323	EQUITY TASK FORCE	01/23/2023	450.00	.00	
Total 7034:					450.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6126	GARMIN USA	DL27436516	SERVICE PLAN	01/27/2023	64.95	.00	
Total 6126:					64.95	.00	
6844	GE SOFTWARE	122822	overpayment	12/28/2022	80.00-	.00	
Total 6844:					80.00-	.00	
7182	GILLETTE, CLAUDIA	011923	CEMERTARY PLOT BUYBACK	01/19/2023	1,191.00	.00	
Total 7182:					1,191.00	.00	
4212	GILLIG LLC	40993957	CHAINWHEEL	01/06/2023	705.40	.00	
4212	GILLIG LLC	40999988	FILTER	01/24/2023	669.48	.00	
Total 4212:					1,374.88	.00	
4148	GOSCMA	0246	MEMBERSHIP DUES	01/11/2023	175.00	.00	
4148	GOSCMA	1008	MAY 2022	06/15/2022	56,384.16	.00	
Total 4148:					56,559.16	.00	
6913	H & R ENTERPRISES, LLC	540	UNIFORM SHIRTS	01/10/2023	1,132.18	.00	
Total 6913:					1,132.18	.00	
7181	HANSEN EARTH WORKS LLC	2097	EQUIPMENT RENTAL FOR EAR	01/11/2023	9,822.05	.00	
Total 7181:					9,822.05	.00	
6893	HEALTHIEST YOU	202301745590	JANUARY PREMIUM	01/01/2023	1,393.20	1,393.20	01/16/2023
Total 6893:					1,393.20	1,393.20	
7031	HERNANDEZ, BRANDON	012323	EQUITY TASK FORCE	01/23/2023	450.00	.00	
Total 7031:					450.00	.00	
96	HIGH COUNTRY LINEN	0351456	MATS @ shelter	12/07/2022	79.09	.00	
96	HIGH COUNTRY LINEN	0351556	MATS @ START	12/07/2022	221.96	.00	
96	HIGH COUNTRY LINEN	0353823	SUPPLIES	12/21/2022	91.56	.00	
96	HIGH COUNTRY LINEN	0356100	TOWELS, MATS, LANDRY BAG	01/04/2023	221.96	.00	
96	HIGH COUNTRY LINEN	0356832	MATS	01/09/2023	16.54	.00	
96	HIGH COUNTRY LINEN	0356835	MAT AND TOWELS	01/09/2023	52.87	.00	
96	HIGH COUNTRY LINEN	S0351219	GLASS CLEANR	12/06/2022	114.22	.00	
96	HIGH COUNTRY LINEN	S0354150	LINERS	12/23/2022	176.52	.00	
Total 96:					974.72	.00	
3342	HILTBRUNNER, ERIC	013023	OFFICE SUPPLIES	01/30/2023	62.52	.00	
Total 3342:					62.52	.00	
6041	HOLE FOOD RESCUE	013123	CONTRACT	01/31/2023	5,000.00	.00	
Total 6041:					5,000.00	.00	
7179	HUFFACKER, BRITTANY	012623	BAIL REFUND CASE 23-01-0008	01/26/2023	1,000.00	1,000.00	01/26/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7179:					1,000.00	1,000.00	
4044	IDAHO FALLS PETERBILT	631415IF	FILTERS	01/23/2023	651.50	.00	
Total 4044:					651.50	.00	
106	INTERSTATE BATTERY	22255820	BATTERIES	01/10/2023	105.95	.00	
106	INTERSTATE BATTERY	22255890	BATTERIES	01/17/2023	471.80	.00	
106	INTERSTATE BATTERY	22255955	BATTERIES	01/24/2023	248.90	.00	
Total 106:					826.65	.00	
6954	IVY OUTDOOR SERVICES LLC	0000027	TRASH SERVICE @ START	01/01/2023	1,215.00	.00	
Total 6954:					1,215.00	.00	
1002	J.J. KELLER & ASSOC. INC.	9107536216	DVIR ncr bk bus 2 ply	11/18/2022	2,651.55	.00	
Total 1002:					2,651.55	.00	
2	JACKSON CURBSIDE INC.	00030607	RECYCLE @ PW	01/10/2023	210.00	.00	
2	JACKSON CURBSIDE INC.	00030613	RECYCLE @ TOWN HALL	01/10/2023	495.00	.00	
2	JACKSON CURBSIDE INC.	30618	DECEMBER	01/10/2023	1,090.00	.00	
Total 2:					1,795.00	.00	
6931	JACKSON DOWNTOWNER, LLC	1015	DECEMBER 2022	12/07/2022	53,035.00	.00	
6931	JACKSON DOWNTOWNER, LLC	1017	december 2022 cost and february	01/13/2023	112,720.18	.00	
Total 6931:					165,755.18	.00	
858	JACKSON HOLE COMMUNITY H	012623	3RD QUARTER	01/26/2023	12,500.00	.00	
Total 858:					12,500.00	.00	
131	JACKSON HOLE NEWS & GUID	347953	AD#413009	12/14/2022	864.00	.00	
131	JACKSON HOLE NEWS & GUID	348446	AD#413460	12/28/2022	675.00	.00	
131	JACKSON HOLE NEWS & GUID	348447	AD#413459	12/28/2022	189.00	.00	
131	JACKSON HOLE NEWS & GUID	348821	AD#413511	01/04/2023	313.20	.00	
131	JACKSON HOLE NEWS & GUID	348923	AD#413601	01/11/2023	90.00	.00	
131	JACKSON HOLE NEWS & GUID	348924	AD#413602	01/11/2023	90.00	.00	
131	JACKSON HOLE NEWS & GUID	348925	AD#413511	01/11/2023	313.20	.00	
131	JACKSON HOLE NEWS & GUID	348926	AD#413779	01/11/2023	324.00	.00	
131	JACKSON HOLE NEWS & GUID	348964	AD #413777	01/11/2023	36.00	.00	
131	JACKSON HOLE NEWS & GUID	348965	AD#413778	01/11/2023	36.00	.00	
131	JACKSON HOLE NEWS & GUID	349089	AD 414006	01/18/2023	126.00	.00	
131	JACKSON HOLE NEWS & GUID	349090	AD 414008	01/18/2023	216.00	.00	
131	JACKSON HOLE NEWS & GUID	349091	AD 413511	01/18/2023	313.20	.00	
131	JACKSON HOLE NEWS & GUID	349319	AD#414307	01/25/2023	40.50	.00	
131	JACKSON HOLE NEWS & GUID	349320	AD#414308	01/25/2023	45.00	.00	
131	JACKSON HOLE NEWS & GUID	349321	AD#414309	01/25/2023	40.50	.00	
131	JACKSON HOLE NEWS & GUID	349322	AD#414310	01/25/2023	36.00	.00	
131	JACKSON HOLE NEWS & GUID	349323	AD#414311	01/25/2023	31.50	.00	
Total 131:					3,779.10	.00	
7125	JACKSON WHOLE FAMILY HEAL	120722	MEDICAL TESTING	12/07/2022	275.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7125:					275.00	.00	
239	JH20 WATER CONDITIONING &	2062 0123	water @ WWTP	12/31/2022	167.50	.00	
Total 239:					167.50	.00	
139	JORGENSEN ASSOCIATES, PC	50644	CORE FACILITYS	01/25/2023	947.50	.00	
139	JORGENSEN ASSOCIATES, PC	50644	CORE FACILITYS	01/25/2023	57,986.50	.00	
Total 139:					58,934.00	.00	
2485	KENWORTH SALES COMPANY	004P10783	SEAL-OIL BATH	01/23/2023	60.98	.00	
2485	KENWORTH SALES COMPANY	004P10786	RED STROBE	01/19/2023	1,013.49	.00	
Total 2485:					1,074.47	.00	
7029	KRUEGER, ERICA JADE	012323	EQUITY TASK FORCE	01/23/2023	450.00	.00	
Total 7029:					450.00	.00	
5914	LENZ, BRIAN	011223	WYPE LICENSE RENEWAL REI	01/12/2023	90.00	.00	
5914	LENZ, BRIAN	013023	ASCE RENEWAL	01/30/2023	275.00	.00	
Total 5914:					365.00	.00	
5691	LEPCO	50570	1050 GRANULAR	11/29/2022	374.00	.00	
5691	LEPCO	50752	SALT TO BRIN TANK	11/29/2022	135.00	.00	
5691	LEPCO	51079	1050 GRANULAR BASE	01/11/2023	374.00	.00	
5691	LEPCO	51114	SOFTENER	01/11/2023	185.00	.00	
5691	LEPCO	51197	CHEM DELIVERY	01/20/2023	893.00	.00	
Total 5691:					1,961.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	14228	GL230014 DEDUCTIBLE	01/19/2023	1,000.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	14232	AA230017 DEDUCTIBE	01/20/2023	1,000.00	.00	
Total 2224:					2,000.00	.00	
6766	MOHROR, SCOTT	01112	TRAVEL REIMBURSE	01/11/2023	1,136.79	.00	
Total 6766:					1,136.79	.00	
4886	MORTON-LEVINSON, HAILEY	013123	REIMBURSE TRAVEL EXPENSE	01/31/2023	383.20	.00	
4886	MORTON-LEVINSON, HAILEY	013123	REIMBURSE TRAVEL EXPENSE	01/31/2023	383.20	.00	
4886	MORTON-LEVINSON, HAILEY	013123	REIMBURSE TRAVEL EXPENSE	01/31/2023	383.20	.00	
4886	MORTON-LEVINSON, HAILEY	013123	REIMBURSE TRAVEL EXPENSE	01/31/2023	383.20	.00	
Total 4886:					1,532.80	.00	
1235	MOTOROLA SOLUTIONS, INC	8281557666	Matt impress,audio accessory and	01/24/2023	13,037.50	.00	
Total 1235:					13,037.50	.00	
7046	MOVIEWORKS, LLC	00122	ADVERTS	01/11/2023	2,220.00	.00	
Total 7046:					2,220.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4623	MSC INDUSTRIAL SUPPLY CO	5890091001	PARTS	12/29/2022	254.59	.00	
4623	MSC INDUSTRIAL SUPPLY CO	5902236001	MISC PARTS	01/06/2023	415.26	.00	
Total 4623:					669.85	.00	
7183	MUCOR HARRIS REHAB BOISE	PSI609526U	ELECTRIC FUEL BUILDING	11/30/2022	66,123.00	.00	
Total 7183:					66,123.00	.00	
257	NAPA AUTO PARTS INC.	108977	SWITCH	12/03/2022	14.84	.00	
257	NAPA AUTO PARTS INC.	109920	LOCKNUT AND SCREWS	12/08/2022	13.30	.00	
257	NAPA AUTO PARTS INC.	114958	SILICONE	01/04/2023	68.55	.00	
257	NAPA AUTO PARTS INC.	115556	ICE BLADE AND SENSOR	01/07/2023	235.67	.00	
257	NAPA AUTO PARTS INC.	116040	TRICO BLADE	01/10/2023	178.50	.00	
257	NAPA AUTO PARTS INC.	116181	ROCKER SWITCH	01/11/2023	20.69	.00	
257	NAPA AUTO PARTS INC.	116234	FILTER	01/11/2023	26.64	.00	
257	NAPA AUTO PARTS INC.	116647	RTU LIE GAL	01/12/2023	60.36	.00	
257	NAPA AUTO PARTS INC.	117611	PARTS WASHER	01/18/2023	128.99	.00	
257	NAPA AUTO PARTS INC.	118763	AIR FILTER	01/25/2023	13.33	.00	
257	NAPA AUTO PARTS INC.	118766	VALVES	01/25/2023	43.99	.00	
257	NAPA AUTO PARTS INC.	118771	OIL FILTER	01/25/2023	17.76	.00	
257	NAPA AUTO PARTS INC.	118771	OIL FILTER	01/25/2023	35.52	.00	
257	NAPA AUTO PARTS INC.	118813	OIL FILTER	01/25/2023	35.52	.00	
257	NAPA AUTO PARTS INC.	118815	OIL FILTER	01/25/2023	17.76	.00	
257	NAPA AUTO PARTS INC.	118844	WIRE	01/25/2023	21.89	.00	
257	NAPA AUTO PARTS INC.	119129	V-BELT	01/26/2023	12.32	.00	
Total 257:					945.63	.00	
187	NELSON ENGINEERING	60278	Scott lane maple way bike path	11/30/2022	287.50	.00	
187	NELSON ENGINEERING	60371	22-255 TOJ WELL HOUSE	11/30/2022	1,610.70	.00	
187	NELSON ENGINEERING	60545	22-255 TOJ WELL HOUSE	12/31/2022	6,596.15	.00	
187	NELSON ENGINEERING	60598	22-278 SEWER MASTERPLAN	12/31/2022	2,180.00	.00	
Total 187:					10,674.35	.00	
7035	NOLAND, STACY	012323	EQUITY TASK FORC	01/23/2023	450.00	.00	
Total 7035:					450.00	.00	
7178	NOURAI, RYAN	01172023	REFUND DECEMBER UTILITY P	01/17/2023	23.56	.00	
Total 7178:					23.56	.00	
3919	OMNI SECURITY SYSTEMS INC	12423	YEALRLY MONITORING	01/24/2023	242.00	.00	
Total 3919:					242.00	.00	
513	ON SIGHT LAND SURVEYORS I	010923	P22-292 REVIEW	01/09/2023	600.00	.00	
Total 513:					600.00	.00	
7070	PEAK WATER SERVICES, LLC	INVPWS1029	CONTRACT SERVICE	12/30/2022	9,000.00	.00	
Total 7070:					9,000.00	.00	
4894	PLATT	3N63145	BULBS	12/19/2022	42.47	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4894:					42.47	.00	
6483	PREMIER TRUCK- SALT LAKE C	36191775	CONTROL INSPECTION	01/24/2023	226.25	.00	
6483	PREMIER TRUCK- SALT LAKE C	775461726	MODULE	01/11/2023	2,776.55	.00	
6483	PREMIER TRUCK- SALT LAKE C	775464291	OPEN ROAD	01/20/2023	209.24	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775461726	CORE CREDIT	01/19/2023	997.50-	.00	
Total 6483:					2,214.54	.00	
4922	PREMIER VEHICLE INSTALLATI	40350	SIREN CONTROLLER	01/26/2023	848.28	.00	
4922	PREMIER VEHICLE INSTALLATI	CM775299018	CREDIT	01/06/2023	344.14-	.00	
4922	PREMIER VEHICLE INSTALLATI	CM775455341	CREDIT	01/06/2023	332.50-	.00	
Total 4922:					171.64	.00	
6594	PROTERRA	1052504	SHOCK ABSORBER	01/04/2023	1,146.94	.00	
6594	PROTERRA	1052667	SPARK GENERATOR	01/06/2023	170.70	.00	
6594	PROTERRA	1052882	MANIFOLD	01/10/2023	720.83	.00	
Total 6594:					2,038.47	.00	
6837	PRO-WEST & ASSOC., INC	007045	GIS SERVICE	01/06/2023	5,450.00	.00	
6837	PRO-WEST & ASSOC., INC	007045	GIS SERVICE	01/06/2023	5,450.00	.00	
Total 6837:					10,900.00	.00	
6649	QUADIENT LEASING USA, INC.	17023713	METER TAPE	11/18/2022	39.90	.00	
Total 6649:					39.90	.00	
532	QUICK BROWN FOX LLC	3976	BUS PASSES	01/03/2023	220.00	.00	
532	QUICK BROWN FOX LLC	3979	BUS PASSES	01/10/2023	330.00	.00	
Total 532:					550.00	.00	
7066	R & A SAFETY LLC	40754	PRE-EMPLOY	10/11/2022	80.00	.00	
7066	R & A SAFETY LLC	40855	PRE-EMPLOY	10/20/2022	80.00	.00	
7066	R & A SAFETY LLC	40877	PRE-EMPLOY	10/24/2022	80.00	.00	
7066	R & A SAFETY LLC	40880	PRE-EMPLOY	10/24/2022	80.00	.00	
7066	R & A SAFETY LLC	40886	DOT RANDOM	10/26/2022	80.00	.00	
7066	R & A SAFETY LLC	40957	PRE-EMPLOY	11/08/2022	80.00	.00	
7066	R & A SAFETY LLC	41024	DOT RANDOM	11/18/2022	80.00	.00	
7066	R & A SAFETY LLC	41028	DOT RANDOM	11/18/2022	80.00	.00	
7066	R & A SAFETY LLC	41041	DOT RANDOM	11/22/2022	80.00	.00	
7066	R & A SAFETY LLC	41070	PRE-EMPLOY	11/29/2022	80.00	.00	
7066	R & A SAFETY LLC	41074	PRE-EMPLOY	11/29/2022	80.00	.00	
7066	R & A SAFETY LLC	41197	DOT RANDOM	12/19/2022	80.00	.00	
7066	R & A SAFETY LLC	41236	DOT RANDOM	12/28/2022	105.00	.00	
7066	R & A SAFETY LLC	41247	DOT RANDOM	12/30/2022	80.00	.00	
7066	R & A SAFETY LLC	41250	DOT RANDOM	12/30/2022	105.00	.00	
Total 7066:					1,250.00	.00	
5719	Renova, Amy	011123	TRAVEL REIMBURSEMENT	01/11/2023	103.50	.00	
Total 5719:					103.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4723	RON'S TOWING	23-25513	PROTERRA START BUS TOWIN	01/17/2023	500.00	.00	
Total 4723:					500.00	.00	
2850	RT1 INC	011322	SHIPPING CHARGES	01/13/2022	58.27	.00	
2850	RT1 INC	01182023	SHIPPING CHARGES	01/18/2023	41.45	.00	
2850	RT1 INC	011823	SHIPPING CHARGES	01/18/2023	13.92	.00	
Total 2850:					113.64	.00	
3694	RUSH INTERNATIONAL TRUCK	3030721123	BELT FAN	12/29/2022	121.90	.00	
3694	RUSH INTERNATIONAL TRUCK	3030891564	CONTROL KIT	01/23/2023	1,365.00-	.00	
Total 3694:					1,243.10-	.00	
7121	S4 FLATS LLC	013123	910 SIMON LANE CONTRIBUTI	01/31/2023	124,200.00	.00	
Total 7121:					124,200.00	.00	
6889	SAFELITE FULFILLMENT INC	05008-003137	RAIN SENSOR	01/10/2023	525.01	.00	
6889	SAFELITE FULFILLMENT INC	685555	SOLAR 3RD VISOR FREIT	01/16/2023	385.86	.00	
6889	SAFELITE FULFILLMENT INC	686943	SOLAR 3RD VISOR FRIT	01/12/2023	477.48	.00	
Total 6889:					1,388.35	.00	
13	SAFETY SUPPLY & SIGN CO., I	183575	SIGNAGE	12/15/2022	1,242.50	.00	
Total 13:					1,242.50	.00	
7032	SANCHEZ-MACHUCA, ROSA	012323	EQUITY TASK FORCE	01/23/2023	450.00	.00	
Total 7032:					450.00	.00	
4720	SILVERSTAR	54639 0223	MONTHLY SERVICE	02/01/2023	2,696.10	.00	
4720	SILVERSTAR	654791 0223	MONTHLY SERVICE 654791	02/01/2023	869.73	.00	
Total 4720:					3,565.83	.00	
585	SINCLAIR, TYLER	013123	TRAVEL EXPENSES REIMBURS	01/31/2023	287.86	.00	
Total 585:					287.86	.00	
2805	SKINNY SKIS	122022	GARMIN INTACT	12/20/2022	11,601.99	.00	
Total 2805:					11,601.99	.00	
236	SMITH POWER PRODUCTS,INC	3191724	OUTGOING FRIEGHT AND HAN	11/23/2022	12,586.21	.00	
236	SMITH POWER PRODUCTS,INC	3196428	SEAL AND SENSOR	01/17/2023	427.46	.00	
236	SMITH POWER PRODUCTS,INC	536279	PROGRAM	01/09/2023	775.69	.00	
Total 236:					13,789.36	.00	
4699	SNAKE RIVER ROASTING	1477	COFFEE	01/12/2023	163.35	.00	
4699	SNAKE RIVER ROASTING	61473	COFFEE	01/11/2023	113.90	.00	
4699	SNAKE RIVER ROASTING	61477	COFFEE	01/12/2023	163.35	.00	
4699	SNAKE RIVER ROASTING	61530	coffee	01/16/2023	108.90	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4699:					549.50	.00	
7050	SOSA'S JANITORIAL SERVICE	012823	January services	01/28/2023	7,200.00	.00	
Total 7050:					7,200.00	.00	
6871	STANDARD INSURANCE COMP	010123	JANUARY VOL POLICES	01/01/2023	2,054.59	2,054.59	01/16/2023
6871	STANDARD INSURANCE COMP	010123	JANUARY VOL LIFE	01/01/2023	1,009.75	1,009.75	01/16/2023
6871	STANDARD INSURANCE COMP	010123	JANUARY LIFE, STD, LTD	01/01/2023	4,722.75	4,722.75	01/16/2023
Total 6871:					7,787.09	7,787.09	
6091	STEP BACK LEADERSHIP CON	012023	CONSULTING FEE	01/20/2023	36,000.00	.00	
Total 6091:					36,000.00	.00	
7177	STONES	124952	2021 TOYOTA RAV 4 HYBRID	01/09/2023	30,803.00	30,803.00	01/13/2023
Total 7177:					30,803.00	30,803.00	
6660	SUBLETTE COUNTY SHERIFF'S	130	JACKSON HOLE AIRPORT SEC	01/12/2023	495.00	.00	
Total 6660:					495.00	.00	
245	SUBURBAN PROPANE	273601 1222	TANK RENTAL	12/14/2022	53.00	.00	
Total 245:					53.00	.00	
7076	SUSTAINABLE STRATEGIES DC	3261	CONSULTING FEES	01/01/2023	7,500.00	.00	
Total 7076:					7,500.00	.00	
3330	TESSCO	IN0048916NR	FORD E350 ADA BUS	01/27/2023	77,700.00	.00	
Total 3330:					77,700.00	.00	
6902	TETON COUNTY PUBLIC WORK	2023-4	BUILD GRANT	12/13/2022	14,988.39	.00	
6902	TETON COUNTY PUBLIC WORK	2023-5	BUILD GRANT	01/20/2023	18,820.05	.00	
Total 6902:					33,808.44	.00	
268	TETON MOTORS INC	5104833	HEADLAMP	01/02/2023	1,006.95	.00	
268	TETON MOTORS INC	5104912	N HUB	01/06/2023	229.25	.00	
268	TETON MOTORS INC	5104937	RADIATOR	01/09/2023	399.62	.00	
268	TETON MOTORS INC	5104940	HEADLAMP	01/10/2023	873.91	.00	
268	TETON MOTORS INC	5105011	HANDLE	01/17/2023	88.15	.00	
Total 268:					2,597.88	.00	
5895	TETON MOUNTAIN RANCH	10068	SAND SWEEPINS	12/15/2022	1,075.00	.00	
Total 5895:					1,075.00	.00	
2694	TETON VALLEY NEWS	102269838	AD#295560	10/31/2022	50.00	.00	
2694	TETON VALLEY NEWS	69838 0123	START ADVERTISING	12/14/2022	300.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2694:					350.75	.00	
6810	THE TIRE RACK, INC.	KF98858	TIRES	01/25/2023	636.52	.00	
6810	THE TIRE RACK, INC.	KF98872	TIRES	01/25/2023	255.86	.00	
6810	THE TIRE RACK, INC.	KF98880	TIRES	01/25/2023	511.72	.00	
6810	THE TIRE RACK, INC.	KF98882	TIRES	01/25/2023	255.86	.00	
Total 6810:					1,659.96	.00	
7184	THOMPSON, MATT	012723	REFUND WATER AND SEWER P	01/27/2023	28.52	.00	
Total 7184:					28.52	.00	
6579	TITLE 22 CONSULTANTS	23-0047	PLAT REVIEW P22-292	01/13/2023	657.57	.00	
Total 6579:					657.57	.00	
6363	TMSC LLC	012723 2020-0	INSTALL BREAKER	01/27/2023	240.00	.00	
6363	TMSC LLC	012723 22-006	REPLACE T-STATS	01/27/2023	240.00	.00	
6363	TMSC LLC	012723S	TS SNOW MELT	01/27/2023	120.00	.00	
6363	TMSC LLC	102723 2020-0	TS LIGHTING	01/27/2023	360.00	.00	
6363	TMSC LLC	2023-005S-01	STREET LIGHTS	01/27/2023	504.00	.00	
Total 6363:					1,464.00	.00	
5038	TREFONAS LAW, P.C.	011223	LEGAL SERVICES	01/12/2023	569.00	.00	
Total 5038:					569.00	.00	
5058	UHL, ANTHONY	013023	CDL PHYSICAL	01/30/2023	155.00	.00	
Total 5058:					155.00	.00	
3881	VALLEY OFFICE SYSTEMS	AR1139784	COLOR COPIER	01/19/2023	528.00	.00	
Total 3881:					528.00	.00	
6969	VELOCITY EHS	274563	CHEM MANAGEMENT	01/19/2023	3,500.54	.00	
Total 6969:					3,500.54	.00	
1949	VERIZON WIRELESS	9924317271	MONTHLY SERVICES	01/01/2023	10,021.56	.00	
Total 1949:					10,021.56	.00	
3420	VISA	0355 12/25/202	BULLDOG LLC-POLICE - ADMIN	12/25/2022	250.00	.00	
3420	VISA	0355 12/25/202	TRAVEL-POLICE - PATROL	12/25/2022	437.49	.00	
3420	VISA	0355 12/25/202	JOE BOB OUTFITTERS-POLICE	12/25/2022	3.88	.00	
3420	VISA	0355 12/25/202	UPS-POLICE - INVESTIGATIONS	12/25/2022	21.71	.00	
3420	VISA	1016 12/25/202	PERSEPHONE-COMMUNITY DE	12/25/2022	21.94	.00	
3420	VISA	1016 12/25/202	JHN&G-COMMUNITY DEVELOP	12/25/2022	70.00	.00	
3420	VISA	1064 12/25/202	SMITHS-POLICE - PATROL	12/25/2022	45.79	.00	
3420	VISA	1064 12/25/202	AMAZON-POLICE SPECIAL OPE	12/25/2022	1,203.93	.00	
3420	VISA	1064 12/25/202	AMAZON-POLICE - PATROL	12/25/2022	243.55	.00	
3420	VISA	1064 12/25/202	CRYE-POLICE SPECIAL OPERA	12/25/2022	64.20	.00	
3420	VISA	1064 12/25/202	SMITHS-POLICE - PATROL	12/25/2022	32.95	.00	
3420	VISA	1064 12/25/202	AMAZON-POLICE - PATROL	12/25/2022	48.71	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	1115 12/25/202	CREDIT-POLICE - PATROL	12/25/2022	100.00-	.00	
3420	VISA	1115 12/25/202	ASHLEY HOME STORE-POLICE	12/25/2022	381.59	.00	
3420	VISA	1115 12/25/202	LPT-POLICE - PATROL	12/25/2022	966.12	.00	
3420	VISA	1115 12/25/202	COSTCO-POLICE - PATROL	12/25/2022	26.49	.00	
3420	VISA	1214 12/25/202	STAPLES-START	12/25/2022	167.11	.00	
3420	VISA	1214 12/25/202	STAPLES-START	12/25/2022	34.82	.00	
3420	VISA	1214 12/25/202	ALBERTSONS-START	12/25/2022	5.16	.00	
3420	VISA	1214 12/25/202	ULINE-START	12/25/2022	186.63	.00	
3420	VISA	1214 12/25/202	COMMUNITY TRANSPORTATIO	12/25/2022	25.00	.00	
3420	VISA	1214 12/25/202	STAPLES-START	12/25/2022	52.98	.00	
3420	VISA	1214 12/25/202	STAPLES-START	12/25/2022	57.07	.00	
3420	VISA	1214 12/25/202	ACE HARDWARE-START	12/25/2022	107.97	.00	
3420	VISA	1255 12/25/202	EL ABUELITO-POLICE - PATROL	12/25/2022	51.00	.00	
3420	VISA	1255 12/25/202	AMERICAN ASSOC POLICE-PO	12/25/2022	320.00	.00	
3420	VISA	1255 12/25/202	HILTON HOTEL-VICTIM SERVIC	12/25/2022	253.58	.00	
3420	VISA	1255 12/25/202	PETS PLACE-POLICE - INVESTI	12/25/2022	117.32	.00	
3420	VISA	2344 12/25/202	ACE HARDWARE-ANIMAL SHEL	12/25/2022	71.00	.00	
3420	VISA	2344 12/25/202	REVIVAL ANIMAL HEALTH-ANIM	12/25/2022	564.06	.00	
3420	VISA	2344 12/25/202	ANIMAL SHELTER SUPPLIES-A	12/25/2022	581.43	.00	
3420	VISA	2963 12/25/202	COOLWORKS-START	12/25/2022	159.00	.00	
3420	VISA	2963 12/25/202	UPS STORE-PERSONNEL/TOW	12/25/2022	13.88	.00	
3420	VISA	2963 12/25/202	NAME BADGES-PERSONNEL/T	12/25/2022	10.97	.00	
3420	VISA	2963 12/25/202	LL BEAN -TOWN-WIDE SERVIC	12/25/2022	136.74	.00	
3420	VISA	2963 12/25/202	SPORTSMANS-PERSONNEL/TO	12/25/2022	100.00	.00	
3420	VISA	2963 12/25/202	ONLINE JOB-START	12/25/2022	500.87	.00	
3420	VISA	2963 12/25/202	TARGET-TOWN-WIDE SERVICE	12/25/2022	126.14	.00	
3420	VISA	2963 12/25/202	SKINNY SKIS-PERSONNEL/TO	12/25/2022	50.00	.00	
3420	VISA	2963 12/25/202	NAME BADGES-PERSONNEL/T	12/25/2022	32.91	.00	
3420	VISA	2963 12/25/202	FORT FRAME-PERSONNEL/TO	12/25/2022	187.47	.00	
3420	VISA	2963 12/25/202	FORT FRAME-PERSONNEL/TO	12/25/2022	400.70	.00	
3420	VISA	2963 12/25/202	AUDIBLE-PERSONNEL/TOWN C	12/25/2022	15.85	.00	
3420	VISA	2963 12/25/202	JC JEWELERS-PERSONNEL/TO	12/25/2022	167.00-	.00	
3420	VISA	2963 12/25/202	JOHNSON ROBERTS-PERSONN	12/25/2022	17.50	.00	
3420	VISA	2963 12/25/202	ALBERTSONS-PERSONNEL/TO	12/25/2022	350.00	.00	
3420	VISA	2963 12/25/202	ONLINE JOB-START	12/25/2022	197.38	.00	
3420	VISA	2963 12/25/202	PICAS-PERSONNEL/TOWN CLE	12/25/2022	50.00	.00	
3420	VISA	4100 12/25/202	ALBERTSONS-PERSONNEL/TO	12/25/2022	38.53	.00	
3420	VISA	4100 12/25/202	PEARL STREET MARKET-STAR	12/25/2022	235.97	.00	
3420	VISA	4100 12/25/202	AMAZON-PERSONNEL/TOWN C	12/25/2022	87.93	.00	
3420	VISA	4100 12/25/202	STAPLES-START	12/25/2022	13.77	.00	
3420	VISA	4100 12/25/202	STAPLES-START	12/25/2022	221.00	.00	
3420	VISA	4100 12/25/202	ST JOHNS-START	12/25/2022	139.00	.00	
3420	VISA	4100 12/25/202	ALBERTSONS-START	12/25/2022	154.25	.00	
3420	VISA	4100 12/25/202	AMAZON-START	12/25/2022	67.41	.00	
3420	VISA	4100 12/25/202	PEARL STREET MARKET-STAR	12/25/2022	9.53	.00	
3420	VISA	4142 12/25/202	WYO RURAL WATER-WATER D	12/25/2022	219.00	.00	
3420	VISA	4142 12/25/202	CEU PLAN-STREET	12/25/2022	31.40	.00	
3420	VISA	4142 12/25/202	CEU PLAN-PUBLIC WORKS	12/25/2022	202.40	.00	
3420	VISA	4142 12/25/202	ABC-NV-SEWER DEPARTMENT	12/25/2022	100.00	.00	
3420	VISA	4142 12/25/202	SAGE TRUCK SCHOOL-PUBLIC	12/25/2022	3,568.00	.00	
3420	VISA	4142 12/25/202	AT A GLANCE-PUBLIC WORKS	12/25/2022	320.12	.00	
3420	VISA	4142 12/25/202	VISTA TRAINING-PUBLIC WORK	12/25/2022	10.00	.00	
3420	VISA	4142 12/25/202	AT YOUR PACE-STREET	12/25/2022	190.00	.00	
3420	VISA	4142 12/25/202	STAPLES-WATER DEPARTMEN	12/25/2022	31.77	.00	
3420	VISA	4142 12/25/202	ASCE PURCHASING-PUBLIC W	12/25/2022	275.00	.00	
3420	VISA	4704 12/25/202	UPS-FLEET SHOP	12/25/2022	23.67	.00	
3420	VISA	4704 12/25/202	WYNDAM-PUBLIC WORKS	12/25/2022	272.44	.00	
3420	VISA	4704 12/25/202	JH FLOWER-PUBLIC WORKS	12/25/2022	134.02	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	4704 12/25/202	VIRGINIAN -STREET	12/25/2022	131.37	.00	
3420	VISA	4704 12/25/202	LORMAN-TOWN ENGINEER	12/25/2022	559.20	.00	
3420	VISA	4704 12/25/202	USPS-WATER DEPARTMENT	12/25/2022	4.60	.00	
3420	VISA	4704 12/25/202	SMITHS-PERSONNEL/TOWN CL	12/25/2022	205.95	.00	
3420	VISA	6098 12/25/202	CASPER STAR -COMMUNITY D	12/25/2022	19.99	.00	
3420	VISA	6098 12/25/202	MAILCHIMP-COMMUNITY DEVE	12/25/2022	59.00	.00	
3420	VISA	6825 12/25/202	4TE-POLICE - PATROL	12/25/2022	24.00	.00	
3420	VISA	6825 12/25/202	CUTTY'S-POLICE - PATROL	12/25/2022	110.00	.00	
3420	VISA	6825 12/25/202	AMAZON-POLICE - PATROL	12/25/2022	39.50	.00	
3420	VISA	6825 12/25/202	AMAZON-POLICE SPECIAL OPE	12/25/2022	556.65	.00	
3420	VISA	6825 12/25/202	SUPERIOR IDEAS-POLICE SPE	12/25/2022	231.00	.00	
3420	VISA	6825 12/25/202	DOMINOS-POLICE - PATROL	12/25/2022	67.01	.00	
3420	VISA	6825 12/25/202	JOE BOB OUTFITTERS-POLICE	12/25/2022	84.94	.00	
3420	VISA	6908 12/25/202	NET SUPPORT-INFORMATION T	12/25/2022	2,892.58	.00	
3420	VISA	6908 12/25/202	RING CENTRAL-INFORMATION	12/25/2022	524.27	.00	
3420	VISA	6908 12/25/202	AMAZON-INFORMATION TECHN	12/25/2022	78.99	.00	
3420	VISA	6908 12/25/202	GO DADDY-INFORMATION TEC	12/25/2022	1,287.27	.00	
3420	VISA	6908 12/25/202	DISH NETWORK-TOWN-WIDE S	12/25/2022	139.73	.00	
3420	VISA	6908 12/25/202	EBAY-INFORMATION TECHNOL	12/25/2022	1,064.20	.00	
3420	VISA	6908 12/25/202	MADISON SEATING-INFORMATI	12/25/2022	1,147.11	.00	
3420	VISA	6908 12/25/202	GARMIN-INFORMATION TECHN	12/25/2022	62.95	.00	
3420	VISA	6908 12/25/202	SPECTRUM-INFORMATION TEC	12/25/2022	99.99	.00	
3420	VISA	6908 12/25/202	BLUE SPK-INFORMATION TECH	12/25/2022	191.88	.00	
3420	VISA	6908 12/25/202	WIRED MAG-INFORMATION TE	12/25/2022	49.99	.00	
3420	VISA	6908 12/25/202	PADDLE.NET-INFORMATION TE	12/25/2022	34.95	.00	
3420	VISA	6908 12/25/202	IPHONE PAYMENT-INFORMATIO	12/25/2022	139.00	.00	
3420	VISA	9118 12/25/202	AMAZON-TOWN ATTORNEY	12/25/2022	102.02	.00	
3420	VISA	9126 12/25/202	DOLLAR TREE-VICTIM SERVIC	12/25/2022	21.20	.00	
3420	VISA	9126 12/25/202	SIDEWINDERS-PERSONNEL/TO	12/25/2022	51.06	.00	
3420	VISA	9126 12/25/202	EVAWI-VICTIM SERVICES	12/25/2022	1,290.00	.00	
3420	VISA	9126 12/25/202	SPANISH GROUP-VICTIM SERVI	12/25/2022	44.98	.00	
3420	VISA	9126 12/25/202	TJ MAXX-VICTIM SERVICES	12/25/2022	42.38	.00	
Total 3420:					26,198.86	.00	
5022	VISION SERVICE PLAN - (WY)	816741229	JANUARY PREMIUM	12/17/2022	1,719.44	1,719.44	01/16/2023
Total 5022:					1,719.44	1,719.44	
2247	WATKINS, MARK	011923	DECEMBER PANEL	01/19/2023	83.20	.00	
2247	WATKINS, MARK	102022	OCTOBER PANEL	10/20/2022	76.05	.00	
Total 2247:					159.25	.00	
7180	WELCOMING AMERICA	WA 3166	5110 MEMBERSHIP DUES	01/10/2023	200.00	.00	
Total 7180:					200.00	.00	
6226	WEST COAST CODE CONSULT	UT22-579-010	PLAN REVIEW SERVICES	01/03/2023	2,970.00	.00	
6226	WEST COAST CODE CONSULT	UT22-579-011	INSPECTIONS	01/10/2023	4,953.94	.00	
Total 6226:					7,923.94	.00	
563	WESTBANK SANITATION	4145935T022	WWTP trash	01/01/2023	946.37	.00	
563	WESTBANK SANITATION	4148045T022	TRASH REMOVAL @ 940 SIMON	01/01/2023	66.96	.00	
563	WESTBANK SANITATION	4148982T022	3585 CANADIAN DR	01/01/2023	57.41	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 563:				1,070.74	.00	
6788	WESTERN CHARTERS AND TO	81315	BUS SERVICE	12/02/2022	8,500.00	.00	
6788	WESTERN CHARTERS AND TO	81318	CHARTER BUS	01/17/2023	48,450.00	.00	
6788	WESTERN CHARTERS AND TO	81681	BUS SERVICE	12/02/2022	18,500.00	.00	
6788	WESTERN CHARTERS AND TO	81682	CHARTER BUS	01/17/2023	104,525.00	.00	
	Total 6788:				179,975.00	.00	
1640	WESTERN STATE	IN002224561	LAMP	11/29/2022	109.78	.00	
1640	WESTERN STATE	IN002246894	SERVICAL CALL	12/21/2022	769.60	.00	
1640	WESTERN STATE	IN002263323	PARTS	01/09/2023	218.52	.00	
1640	WESTERN STATE	IN002275033	BRACKET	01/19/2023	2,459.30	.00	
1640	WESTERN STATE	IN002277964	MANIFOLD	01/23/2023	733.02	.00	
1640	WESTERN STATE	IN002277986	PARTS	01/23/2023	300.92	.00	
1640	WESTERN STATE	IN002282927	CAT L GRP	01/27/2023	6,435.81	.00	
1640	WESTERN STATE	IN00276653	SERVICE CALL	01/23/2023	10,756.50	.00	
	Total 1640:				21,783.45	.00	
472	WHITE GLOVE CLEANING, INC.	1205B	JANTORIAL SERVICES	12/30/2022	261.30	.00	
472	WHITE GLOVE CLEANING, INC.	8603	CLEAN SHELTERS	12/31/2022	2,392.49	.00	
472	WHITE GLOVE CLEANING, INC.	8651	TOWELS	12/30/2022	149.00	.00	
	Total 472:				2,802.79	.00	
5489	WRENCH IT PLUMBING & HEATI	10130	PARKING GARAGE SERVICE	01/14/2023	264.86	.00	
	Total 5489:				264.86	.00	
6704	WSP USA ENVIRONMENT & INF	S67131619	STORMWATER MANAGEMENT	01/18/2023	9,756.74	.00	
	Total 6704:				9,756.74	.00	
3619	WY CHILD SUPPORT ENFORCE	012423	case #209790	01/24/2023	146.76	146.76	01/24/2023
	Total 3619:				146.76	146.76	
575	WYOMING ASSOC OF RURAL W	18193	MINI CONFERENCE REGISTRA	12/07/2022	219.00	.00	
	Total 575:				219.00	.00	
1064	WYOMING DEPARTMENT OF H	I0015591	monthly water samples	01/03/2023	160.00	.00	
	Total 1064:				160.00	.00	
5788	WYOMING GARAGE DOOR, LLC	2602	SERVICE CALL	01/24/2023	612.00	.00	
5788	WYOMING GARAGE DOOR, LLC	2607	SERVICE CALL	01/23/2023	125.00	.00	
	Total 5788:				737.00	.00	
	Grand Totals:				5,000,481.57	155,934.25	

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:	6 February 2023	**Meeting Title:**	Town Council Regular - Consent
Submitting Department:	Public Works	**Presenter:**	Floren Poliseo
Agenda Item:	Contract with High Country Linen Service for PW uniform cleaning	**Public Comment:**	yes

Purpose & Policy Considerations.
This item seeks Town Council review and consideration for approval of a contract between the Town and High Country Linen Service for Public Works Department operations staff uniform cleaning services.

Requested Action.
Staff requests that Council approve the contract.

Recommendations.
Staff recommends Council approval and authorization for the Mayor to execute the contract.

Background.
Uniforms are an important part of critical services provision for the Town. Proper apparel with Town logos provides a recognizable appearance for Town operations staff. Uniforms offer confidence to other Department staff and community residents and guests that the person working on the sewer line in the street, picking up a vehicle for mechanic servicing, or knocking on the door to replace a water meter is someone who actually works for the Town and is not potentially an imposter with malicious intent. A clean appearance is a reflection of the Town as an organization and the professionalism of the individual staff members. Public Works operations employees are exposed to hazardous chemicals and human waste in their daily work. Commercial cleaning of their uniforms contributes to public health and safety of staff and the public. This contracted service additionally includes providing, cleaning, and replacing shop towels and hand towels used in operations and maintenance, as well as floor mats, all of which contributes to a clean, safe environment for staff and the public.

For decades, High Country Linen Service has been the only Jackson-based business that offers uniform supply and cleaning services. Town Public Works Department has utilized this service for procuring and weekly cleaning of uniforms worn by staff who provide critical services to the community. Until 2021 there was no formal contract or agreement in place for these services. In 2021 Public Works entered into an agreement with High Country Linen to define mutual terms and conditions to resolve issues both parties were experiencing with the service provision and use. That agreement has expired, and Town and High Country Linen propose this new agreement for a longer-term commitment under the now-proven working terms.

Analysis.
For a few years prior to establishing the 2021 agreement, Public Works operations staff experienced multiple issues with the uniform services such as garments not being replaced, incorrect sizes being provided, and inconsistent numbers of pants/shirts cycling through weekly. Likewise, High Country Linen experienced irregular and inconsistent PW staff participation in the program which prevented them from appropriately tracking individual garment items and assessing charges accordingly. At the Town Attorney's recommendation, to protect the Town from these types of challenges with regular services and the added burden to staff in compensating for them, Public Works has begun securing contracts with many of its regular service providers.

Possible Alternatives.
Council may choose to:

1. vote against this contract, whereby Public Works would rely on the contractor to maintain the current service provision without a formal agreement in place; or
2. direct staff to revise the contract for consideration at a future meeting.

Comprehensive Plan & Priority Alignment.
While uniform, towel, and floor mat cleaning services do not directly tie to any Comp Plan goals or initiatives, adequate attire and sanitary conditions for staff ensure Public Works' ability to provide critical services as set forth in Quality of Life: Common Vale 3, Section 8. Quality Community Service Provision.

Fiscal Impact.
Accommodating all Public Works Divisions utilizing this service, the total cost to the Town is approximately $750 per month, for an approximate total annual cost of $9,000.

Staff Impact.
Staff in the Public Works and Legal Departments spent about 8 hours total to produce the Agreement. Public Works and Finance Department staff additionally spend a total of about 1 hour per month reviewing and processing invoices.

Attachments or Links.
Uniform Cleaning Service Agreement

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

I move to approve the Uniform Cleaning Service Agreement with High Country Linen Service and authorize the Mayor to execute the Agreement, subject to minor changes by staff.

HIGH COUNTRY LINEN SERVICE
P.O. Box 1729, Jackson WY 83001 • TEL (307) 733-2638 · FAX (307) 734-1824

CUSTOMER SERVICE AGREEMENT

1. **AGREEMENT-** High Country Linen Service (HCLS) agrees to supply, and Customer agrees to rent, on the terms and conditions stated herein, linen and industrial supply items. The items to be delivered and the frequency of service shall be as set forth in service orders, as may hereafter be prepared, or upon written or verbal request of Customer.

2. **SERVICE AND QUALITY** - HCLS agrees to render to Customer prompt and regular service and to furnish necessary equipment. HCLS will maintain reasonable standards of quality and service. Should there be any deficiencies in service or quality, Customer shall provide HCLS written notice specifying the deficiencies. Should HCLS not correct the deficiencies within ten (10) days for weekly items and sixty (60) days for monthly items, Customer has the right to terminate this Agreement. IN NO EVENT SHALL HCLS BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

3. **PRICE** - This Agreement is subject to HCLS's pricing, service, minimum charges, and depreciation policies and schedules as in effect from time to time during the term of this Agreement. On each anniversary of this Agreement HCLS reserves the right to increase the charges for goods and services provided at the prices and minimum charges current at the time. All prices include credit for Customer time off policies. There shall be no adjustment in price for time off for less than four consecutive weeks off. HCLS shall provide Customer written notice at least thirty (30) days in advance of any pricing changes.

4. **PAYMENT AND CREDIT** - Customer shall make full payment within 30 days following receipt of an invoice from HCLS, and agrees that HCLS may revoke credit privileges, discounts, and impose late charges at 1 ½% per month (18% per annum) or the maximum permitted by law if lower, on all past due balances. If payment is not received as set forth above, HCLS has the option to continue this Agreement on a payment on delivery basis, or to terminate or suspend further service until the outstanding amounts due are paid in full. Such actions by HCLS shall not constitute a breach or termination of this Agreement by HCLS. In the event HCLS fails to supply uniforms for an individual as charged for the agreed services, a credit shall be applied for the week(s) the uniforms were not supplied.

5. **OWNERSHIP AND RETURN OF MERCHANDISE** - All rented articles remain the sole property of HCLS and shall be cleaned and laundered exclusively by HCLS. Goods issued to Customer must be returned to HCLS or payment of loss of same must be completed before reduction of weekly charges is permitted. In the case of abused (defined as intentional damage to a garment not caused by machinery or washing) or lost articles, Customer shall pay HCLS the retail price at the time of the occurrence. This responsibility extends to fire loss, theft, or disappearance.

HCLS and Customer shall have a period of fourteen (14) days to locate missing items before charges or credits are applied for missing articles. In the event an individual employed by Customer requires a change in garment size, HCLS shall replace that individual's uniform articles in advance of the scheduled replacement rotation. In the event an individual's employment with the Customer ends within one year of that individual's employment start date, Customer shall return the individual's articles within fourteen (14) days. If said articles are not returned to or purchased from HCLS, a restocking fee shall be applied.

6. TERM - Customer acknowledges that HCLS may be making a substantial investment in linen or industrial supply items to fulfill this Agreement. Therefore, the term of this Agreement shall be for twelve (12) months from the date of the first delivery. This Agreement shall renew for successive thirty-six (36) month terms, under like conditions, unless written notice of termination is given by either party, delivered by mail and postmarked at least fifteen (15) days before the annual anniversary of this Agreement. Customer may also terminate this Agreement for cause set forth in section 2. Amendments to this Agreement may be applied with an effective date of the onset of a successive term with notice given by either party delivered by mail and postmarked at least ninety (90) days before the end of each term and upon agreement by both parties established in a formal, signed Amendment to Customer Service Agreement.

7. TERMINATION - In the event Customer terminates this Agreement other than as provided for herein, Customer will cause serious and substantial damage to HCLS, and because it will be difficult, if not impossible, to establish the amount of such damage, Customer will pay to HCLS as liquidated damages (not as a penalty), an amount equal to fifty percent (50%) of the Customer's average monthly charges over the preceding twelve (12) months, or such lesser period as Customer has been obligated by this Agreement, times the number of months remaining in the unexpired term of this Agreement. Customer and HCLS agree that such a sum is the amount which HCLS is actually damaged in the event of any such breach of this Agreement by Customer, and this amount is agreed to be just compensation for the damage actually sustained.

8. PRIOR AGREEMENTS - Customer represents that it is not contractually obligated to any other supplier for any of the goods or services provided for in this Agreement and entry in this Agreement is not a breach or violation of any existing Agreement to which Customer is a party. Customer shall hold HCLS harmless from all claims made by third parties against HCLS with respect to any alleged Agreements.

9. ENTIRE AGREEMENT; VALIDITY; INTERPRETATION - This Agreement is entire and includes all understandings of the parties. No waivers or statements made by any representative of HCLS shall be valid unless set forth herein. 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, it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

10. SEVERABILITY AND COLLECTION - If any provision of the Agreement shall be found to be invalid; all the remaining terms and conditions shall remain in full force and effect. If either party is required to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney's fees pursuant to law.

11. AUTHORITY - The undersigned warrants that they are authorized to enter into this Agreement. This Agreement shall be binding upon the representative's successors and assigns of the parties.

12. COUNTERPARTS; ELECTRONIC 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 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.

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

Signatures follow on next page

Customer

Signature_____

Hailey Morton Levinson, Mayor

Date_____

Date_____

Attest:

Signature:_____

Riley Taylor, Town Clerk

HCLS

Signature_____

(print name)_____

HIGH COUNTRY LINEN SERVICE

High Country Linen Service **Town Of Jackson Price List - 01/2023**

Mechanic Uniform Rental	Unit Price	Quantity*	Abused/Lost Charge
Red Kap Shirt - SY20CG	$.78 each	4	$ 18.00
Red Kap Jeans - PD54PW	$.78 each	4	$ 24.00
Performance Shop Pant - PT2ABK	$1.10 each	4	$ 24.00
	**12 of each item provided, billing 4 each week*		

Public Works Uniform Rental	Unit Price	Quantity*	Abused/Lost Charge
Red Kap Shirt - SP14BK/SP14SV/SP14LT	$.55 each	5	$ 18.00
Red Kap Jeans - PD54PW	$.78 each	5	$ 24.00
	**12 of each item provided, billing 5 each week*		

Mat Service	Unit Price	Quantity	Abused/Lost Charge
3x5 Slate Mat	$4.25 each/mo	5	$ 70.00
4x6 Slate Mat	$7.25 each/mo	1	$ 80.00
3x10 Slate Mat	$10.15 each/mo	1	$ 90.00
4x8 Slate Mat	$13.50 each/mo	5	$ 100.00

Towel Service	Unit Price	Quantity
Shop Towel - Red	$.08 each/mo	100
Bar Mop Towel -	$.145 each/mo	100
Throw Away Towels - Bag	$35 each bag	Direct Sale

Other	
Service Charge	10% per Invoice

STAFF REPORT

Meeting Date:	6 February 2023	**Meeting Title:**	Town Council Regular - Consent
Submitting Department:	Public Works	**Presenter:**	Floren Poliseo
Agenda Item:	Cleaning Contract – Public Works	**Public Comment:**	Yes

Purpose & Policy Considerations.
Review and consideration for approval of a contract between the Town and White Glove Professional Cleaning, Inc. for professional cleaning services at the Town Public Works facility.

Requested Action.
Staff requests that Council approve the contract.

Recommendations.
Staff recommends Council approval and authorization for the Mayor to execute 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 White Glove Professional Cleaning & Supplies at other Town facilities. At that time, White Glove was able to additionally clean the buildings C&A had been servicing, including the Public Works and START Bus facilities.

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 had been cleaning. The Public Works Department contracted another cleaning service provider for the Town Hall and Si Ferrin buildings in July 2022. The executed contract for Town Hall and Si Ferrin provided a template for this proposed Public Works facility contract. This new contract has been reviewed again by the Legal Department to incorporate more recent legal updates and preferences in the contract terms and language.

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. At the Town Attorney's recommendation, 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 many of its regular service providers.

Possible Alternatives.
Council may instead choose to:

1. vote against this contract, whereby Public Works would rely on the contractor to maintain the verbally agreed service provision as has historically occurred; or
2. direct staff to revise the contract for consideration at a future meeting.

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 a flat monthly rate of $1,500 for an annual cost of $18,000.00. Cleaning supplies will be billed separately, with an estimated annual cost of $2,000.00.

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

Attachments or Links.
Cleaning Services Agreement for Public Works

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

I move to approve the Cleaning Services Agreement, as attached to this staff report, and authorize the Mayor to execute the Agreement, subject to minor changes by staff.

CLEANING SERVICES AGREEMENT

This Cleaning Services Agreement (**Contract**) is made and entered into, effective as of February _____, 2023, (**Effective Date**), by and between the Town of Jackson **(Town)**, a municipal corporation of the State of Wyoming and White Glove Professional Cleaning (**Contractor**), a corporation of the State of Wyoming, as follows:

A. **Description of Services**. Contractor shall perform the following described services ("**Public Works Cleaning Services"**):
    1. At the Public Works facilities located at 450 West Snow King Ave, for all buildings/areas, the following services shall be provided:
        i. Every time an area is cleaned, dust exposed desk and conference table surfaces, dust keyboards, clean phones, door handles, tables and other high-touch surfaces, and vacuum. Do not move personal objects, papers, books, etc.; clean around them whenever possible.
        ii. Clean bathroom surfaces including sinks, toilets, floors, mirrors, walls, air hand dryers, and product dispensers.
        iii. Clean kitchen area including tables, microwave, sink, and counter. Vacuum floors, and/or mop once per week. Once per month, or more frequently if needed, wipe down walls, light switch, and door, and clean refrigerator and dishwasher.
        iv. Empty trashcans. 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.
        v. Replenish toilet paper, paper towels, soap, and other regularly used items as needed.
        vi. Use provided keys/cards to access areas for regular cleaning. If an individual office is locked, do not clean it.
        vii. Do not remove recycling.
        viii. One time per month, or more frequently if needed: clean walls, window interiors, shelves, baseboards, and windowsills, and mop hard floors and plastic office mats. Do not move personal objects, papers, books, etc.; clean around them if possible.
    2. The frequency of cleaning for each building/area at Public Works is as follows:
        i. Main building ground level – bathrooms, break room, staff offices, hallway: 2 times per week.
        ii. Main building second floor – staff offices, hallways: 1 time per week.
        iii. Fleet shop – staff computer/countertop stations, bathroom: 2 times per week.
        iv. Water trailer – staff offices, common areas: 1 time per week.
        v. Street shop – break room, staff office, common area, bathroom: 2 times per week.

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 Public Works (Access Cards) for each of its staff members that will perform under this Contract at Public Works 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 $1,500 per month for the Public Works Cleaning Services at the Public Works facilities.
    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 provided and billed to 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 December 31, 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 Contactor 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, signature required, 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	Contractor
Town of Jackson	White Glove Professional Cleaning
Attn: Town Clerk	Attn: Brice Dunn
P.O. Box 1687	1030 South Park Loop Rd
Jackson, Wyoming 83001	Jackson, Wyoming 83001

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. Counterparts; Electronic 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 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. .

[Signatures follow on next page]

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

CONTRACTOR:

White Glove Professional Cleaning

_____

Brice Dunn
Owner

Dated:_____

TOWN:

Town of Jackson
Jackson, Wyoming

_____

Hailey Morton Levinson
Mayor

Dated:_____

ATTEST:

_____

Riley Taylor
Clerk

STAFF REPORT

Meeting Date:	February 6, 2023	**Meeting Title:**	Regular
Submitting Department:	START	**Presenter:**	Bruce Abel, Interim Director
Agenda Item:	Approval of Lease for Parking at START bus facility	**Public Comment:**	yes

Purpose & Policy Considerations.
The purpose of this item is to request Town Council approval to execute the Lease Agreement between the Town of Jackson and Western Trails Charter and Tours, dba Salt Lake Express ("Lease") to park Salt Lake Express buses at the START operations facility. This would occur as part of START's agreement with Salt Lake Express to provide contracted public bus service on behalf of START during the 2022-2023 winter season.

Requested Action.
Authorize the Mayor to execute the Lease to park up to seven (7) SLE buses at the START operations facility.

Recommendations.
The START Board and staff recommend that the Town approves the Lease for the overnight parking of SLE buses that will be used as part the agreement between START and Salt Lake Express to provide contracted public bus service on behalf of START during the 2022-2023 winter season.

Background.
Given the challenges associated with hiring a sufficient number of drivers to provide all anticipated START bus services during the 2022- 2023 winter season, the START Board of Directors authorized staff enter into an agreement with SLE to provide contracted public bus service on behalf of START during the 2022-2023 winter season. This agreement was the result of a Request for Qualifications (RFQ #22-3) issued by START on October 4, 2022 and was authorized by the START Board of Directors at the October 27, 2022 Board meeting.

The Town previously permitted SLE buses to park at the START operations facility as part of the provision of contracted bus service on START's behalf. This was done for the past two (2) winter seasons. Due to the on-going construction of the Town Core Maintenance Facility at the START site this year, it was initially felt that it would be more appropriate for contractor vehicles to park at a different site. SLE buses have been parking at the Fairgrounds since the beginning of the winter season.

Due to a variety of operational challenges since the beginning of this winter season, the decision to park contractor vehicles off-site has been reevaluated. It is the current thinking that the relocation of contractor vehicle parking to the START operations facility will improve operational control and communications with contractor vehicles. Adequate space has been identified to avoid conflicts with the ongoing construction of the Town's Core Maintenance Facility.

Analysis.
N/A

Possible Alternatives.
Do not approve entering into the Agreement as recommended by the START Board and staff. This would result in buses continuing to be parked at the Fairgrounds.

Comprehensive Plan & Priority Alignment.

Section 2. Climate, Sustainability through Energy Conservation

Principle 2.3- reduce energy consumption through transportation. Transportation accounts for approximately 80% of the total carbon emissions in the community.

Section 7. Multimodal Transportation

Principle 7.1- Meet future transportation demand through the use of alternative modes. Alternative Transportation means a transportation system that includes transit, bicycle, and pedestrian modes which offer alternatives to private motor vehicle travel for many trips.

Principle 7.2. Create a safe, efficient, interconnected muti-modal transportation network.

Fiscal Impact.

Salt Lake Express will reduce the rate charged to START to provide contracted bus service by $50.00 per bus per day in lieu of compensation for the use of the START Bus Operations facility to park SLE buses used in the provision of SLE contracted bus service on behalf of START.

Staff Impact.

START Interim Director and the Town Attorney have devoted approximately 2 hours collectively to the preparation of the Lease and Staff Report. START supervisory staff will oversee compliance with the terms of the Lease as part of the daily duties.

Attachments or Links.

- Bus Storage Lease Agreement

Suggested Motion.

I move to approve the Lease Agreement between the Town of Jackson and Western Trails Charter and Tours, dba Salt Lake Express, and authorize the Mayor to execute the Agreement, subject to minor changes by staff.

BUS STORAGE LEASE BETWEEN TOWN OF JACKSON
AND
WESTERN TRAILS CHARTER AND TOURS DBA SALT LAKE EXPRESS

This Bus Storage Lease Agreement (**Agreement**) is made and entered into, effective as of _____, (**Effective Date**), by and between the Town of Jackson (**Landlord**), located at 150 East Pearl Avenue Jackson, Wyoming 83001 and Western Trails Charter and Tours, dba Salt Lake Express (**Tenant**), located at _____Rexburg, Idaho _____. (Landlord and Tenant are each a **"Party"** to this Agreement and are collectively the **"Parties"**).

RECITALS:

WHEREAS, Landlord owns certain real property situated at 55 Karns Meadow Drive Jackson, Wyoming 83001 ("**Property**"); and

WHEREAS, Tenant desires to store its buses on a certain portion of the Property (**"Premises"**); and

WHEREAS, Landlord desires to rent the Premises to Tenant, and Tenant desires to rent the Premises from Landlord, upon the terms and conditions provided herein.

NOW, THEREFORE, the Parties hereto hereby agree as follows:

1. **TERM.** This Agreement is for the renting of the Premises for a term of _____ days, beginning on January ____, 2023 and concluding on April _____, 2023, or until such time as this Agreement is terminated in accordance with the terms herein. Tenant may take possession on the beginning date of the term.
2. **RENT.** Tenant agreed to pay Landlord rent in the amount of $50.00 per day/ per bus.
3. **STORAGE LOCATION.** The buses shall be stored on the Premises as set forth in Exhibit A. Landlord reserves the right to relocate the storage location on the Property at any time with 24 hours' notice.
4. **USE OF PREMISES; OCCUPANTS.** The Premises may only be used and occupied by Tenant for the purpose of storing its buses. Tenant may not allow any person other than its employees to enter or stay upon the Premises, or to permit activities other than those appurtenant to bus storage upon the Premises without written consent of Landlord.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents, and warrants that Tenant accepts the Premises in their existing condition, and agrees that the Premises are, at the time of this Agreement, in good order, repair, and in a safe, clean, and tenantable condition.
6. **ASSIGNMENT, SUBLETTING.** Tenant may not assign this Agreement or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord.
7. **ALTERATIONS AND IMPROVEMENTS.** Tenant may not make any alterations to the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord.

8. TENANT CONDUCT AND RESPONSIBILITIES. Unless otherwise stated, Tenant will, at its sole expense, keep and maintain the Premises in good and sanitary condition and repair during this Agreement. Tenant's responsibilities include, without limitation, the following, and any departure therefrom requires Landlord's prior written consent:

   a. Obey all rules and regulations provided by Landlord regarding the use and care of the Premises.

   b. Keep all driveways clear and accessible.

   c. Not place placards, signs, or other exhibits on the Premises.

   d. Maintain order on the Premises, and not making, or permitting employees to make loud noises that disturb the surrounds or otherwise create a nuisance.

   e. Keep the Premises clean and tidy, removing garbage, rubbish, and refuse and not allowing said items to be deposited or accumulate on the Premises.

9. MAINTENANCE; LANDLORD RESPONSIBILITIES. Landlord agrees to maintain the Premises in a safe and habitable condition, with such costs being borne by Landlord unless the repairs were necessitated by the negligence or intentional acts of Tenant.

10. DAMAGE TO PREMISES; COST TO REPAIR. Damage to the Premises by Tenant, invitees, agents, or guests thereof, will be grounds for termination of this Agreement. Furthermore, Tenant is required to pay the costs of repair for damage it causes to the Premises over and above reasonable wear and tear.

11. OBLIGATION TO NOTIFY. Tenant will immediately notify Landlord of any accidents, dangerous conditions, or hazards on the Premises that have caused, are causing, or may cause injury or damage to the Premises or persons or property located therein.

12. INSURANCE. It is acknowledged that Landlord does not maintain insurance for Tenant's property damage or loss caused by any reason whatsoever. Landlord is not responsible for any loss or damage to property owned by Tenant or Tenant's guests or invitees, unless resulting from Landlord's intentional or negligent acts.

13. ENTRY OF PREMISES. Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement to enter the Premises for the purposes of making any inspections, repairs, or improvements as may be deemed appropriate by Landlord or required by law; to supply agreed services; to address an emergency; or as otherwise reasonably needed by Landlord. Tenant agrees to make the Premises available to Landlord or Landlord's agents for purposes permitted under this Agreement. No advance notice is required for Landlord’s entry upon the Premises.

14. TERMINATION. Either Landlord or Tenant may terminate this Agreement upon 30 days’ written notice.

15. SURRENDER OF PREMISES. Upon the termination or expiration of the Agreement, Tenant must surrender the Premises in the same state and condition as they were at the commencement of this Agreement, except that Tenant will not be responsible for damage due to reasonable wear and tear.

16. QUIET ENJOYMENT. If Tenant remains in compliance with the terms of this Agreement, Landlord covenants that Tenant will peacefully and quietly have, hold, and enjoy the Premises.

17. INDEMNIFICATION. Landlord will not be liable, and Tenant hereby waives all claims against Landlord, for any damage to any property or any injury to any person in or about the Premises by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors. Tenant agrees to protect, indemnify and hold Landlord entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on, or about the Premises to the extent that such injury or damage is caused by or arises from any actual or alleged act, neglect, fault, or omission by or of Tenant, its agents, servants, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Premises; (c) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises; and (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Agreement. The provisions of this paragraph will survive the termination of this Agreement with respect to any claims or liability accruing prior to such termination.

18. REIMBURSEMENT. If Tenant fails or refuses to comply with any of the terms and conditions of this Agreement, Landlord may carry out and perform such conditions at the cost and expense of Tenant, which amounts will be payable on demand to Landlord. This remedy will be in addition to such other remedies as Landlord may have by reason of the breach by Tenant of any of the terms and conditions of this Agreement.

If Landlord fails or refuses to comply with any of the terms and conditions of this Agreement, Tenant may carry out and perform such conditions at the cost and expense of Landlord, which amounts will be payable on demand to Tenant. This remedy will be in addition to such other remedies as Tenant may have by reason of the breach by Landlord of any of the terms and conditions of this Agreement.

19. NOTICE. Any notice, service of process, or demands required or permitted under this Agreement or under law will be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed to parties as set forth above.

20. GENERAL TERMS

a. Binding Effect of Agreement, Modification and Waiver. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this Agreement shall be valid unless in writing and executed by the parties hereto, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

b. Severability. This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, state or federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision

cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

c. Integration. The parties intend this statement of their agreement, including the Recitals herein, to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.

d. Additional Documents and Acts. Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

e. Conflict of Laws, Jurisdiction, Construction. This Agreement 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 Agreement, 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 Agreement was negotiated by both parties 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.

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

g. Counterparts; Digital Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original having identical legal effect, and all of which together constitute the same instrument. 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 Contract as well as any facsimile or other reproduction hereof

TENANT:

WESTERN TRAILS CHARTER AND TOURS, DBA SALT LAKE EXPRESS

Sign: _____ Date: _____

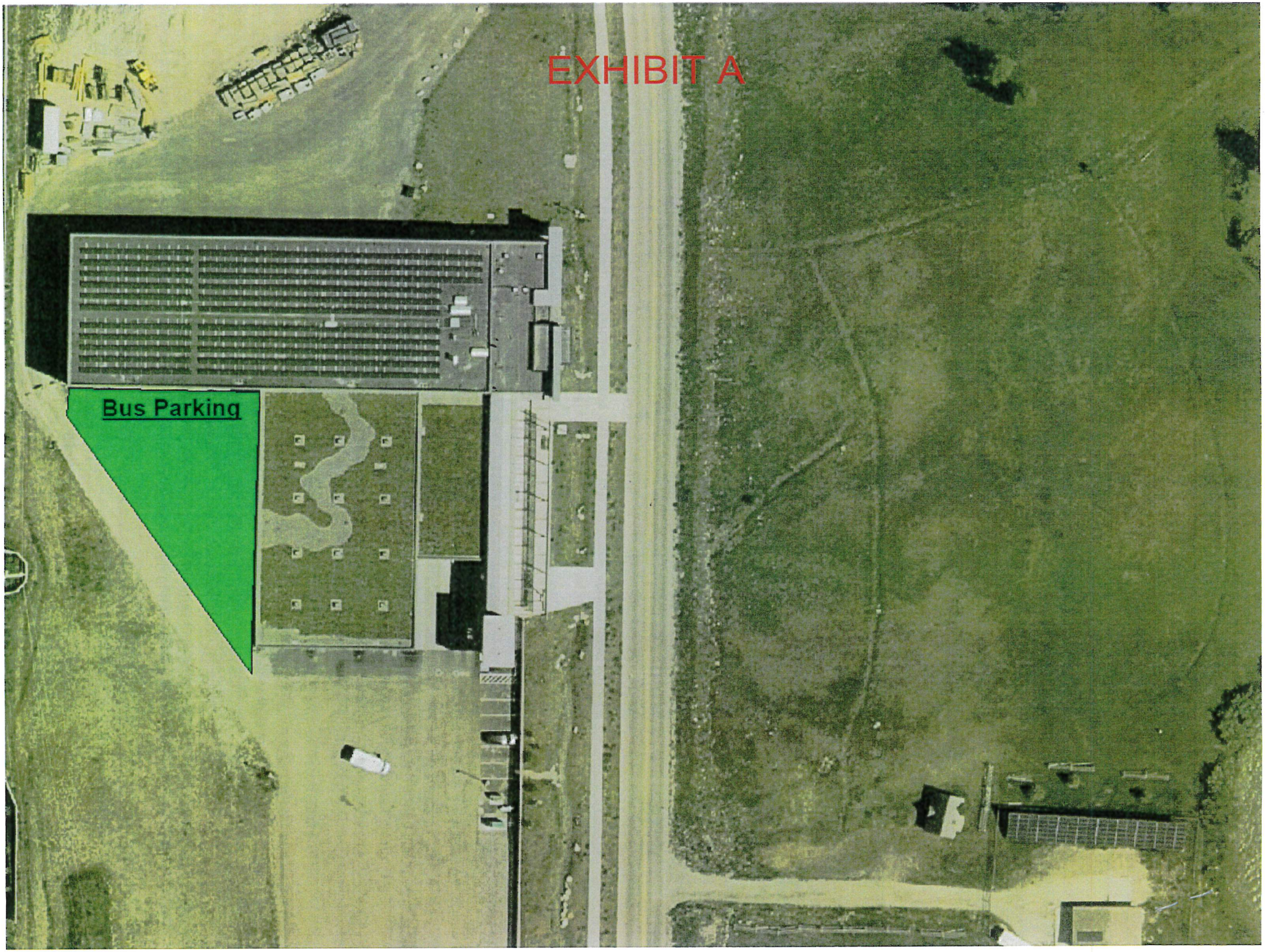
LANDLORD:

TOWN OF JACKSON

_____
BY: Hailey Morton Levinson, Mayor

ATTEST _____

Riley Taylor, Town Clerk


EXHIBIT A
Bus Parking

STAFF REPORT

Meeting Date:	January 17, 2023	**Meeting Title:**	Regular Meeting
Submitting Department:	Joint Housing	**Presenter:**	April Norton
Agenda Item:	Special Restrictions for Workforce Ownership Housing and Workforce Rental Housing Located at 105 Mercill Avenue	**Public Comment:**	Yes

Purpose & Policy Considerations.
The Council will consider twelve (12) Special Restrictions for Workforce Rental Housing and eighteen (18) Special Restrictions for Workforce Ownership Housing, all located at 105 Mercill Avenue.

Requested Action.
Approval of the restrictions by the Council and signed by the Mayor.

Recommendations.
Staff recommends approval of the restrictions.

Background.
Mercill Condos located at 105 Mercill Avenue is a public-private partnership that will create 30 Workforce homes.

As part of the agreement between the developer and Teton County, up to 12 units may be sold with Workforce Rental Special Restrictions. These units may not be owner-occupied and must be rented to Qualified Households (work full-time locally, earn most of their household money locally, no ownership of residential real estate within 150 miles).

Also, as part of the agreement between the developer and Teton County, a minimum of 18 units must be sold with Workforce Ownership Special Restrictions. These units must be owner-occupied, and the owners must meet the qualifications of the Workforce Program. The developer has up to five years to sell these units and is required to lease to Qualified Households in the interim.

Analysis.
These restrictions meet the requirements of the Ground Lease, as amended, between Teton County and Mercill Partners LLC and are the template restrictions previously approved by Council with the five-year sales period addition.

Possible Alternatives.
Alternative One (Staff Recommendation): Approve as presented today.

Alternative Two: Amend to remove five-year timeframe to sell units. This will be in direct opposition of the Ground Lease negotiated by the Board of County Commissioners. Staff strongly recommends against this.

Comprehensive Plan & Priority Alignment.
- Principle 5.1: Maintain a diverse population by providing workforce housing.

Fiscal Impact.
No impact to the Town.

Staff Impact.
Housing staff have spent approximately 2 hours on this item.

Attachments or Links.

- Special Restrictions for Workforce Ownership Housing Located at 105 Mercill Avenue
- Special Restrictions for Workforce Condominium Rental Housing Located at 105 Mercill Avenue

Suggested Motion.

I move to approve the Special Restrictions for Workforce Ownership Housing Located at 105 Mercill Avenue and the Special Restrictions for Workforce Condominium Rental Housing Located at 105 Mercill Avenue and authorize the Mayor to sign.

Special Restrictions
For Workforce Ownership Housing
Located at
105 Mercill Avenue

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this ____ day of _____, 2023 (the "Effective Date"), by the undersigned Owner ("Owner").

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 _____ of the Mercill Avenue Condominiums Addition to the Town of Jackson, Wyoming, according to that Plat recorded in the Office of the Teton County Clerk on _____, 2023 as Plat No. _____ and as further defined and described in that Declaration of Condominium for Mercill Avenue Condominiums recorded in the Office of the Teton County Clerk on _____, 2023 as Document Number_____, and any amendments and supplements thereto recorded in the Office of the Teton County Clerk of Teton County, Wyoming from time to time.
>
> Temporary PIDN: _____ (the " Residential Unit" or "Unit");

WHEREAS, in furtherance of the Town of Jackson, Wyoming's goal of providing affordable housing to qualified Teton County residents who will occupy the housing as their primary residence, and as a condition of the Ground Lease executed by Owner and Teton County, Wyoming recorded in the Office of the Teton County Clerk on October 30, 2020 as Document Number 1002142, and all amendments thereto (the "Ground Lease"), Owner was required to develop and construct 30 residential condominium units and deed restrict each of the units.

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

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

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

DRAFT

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

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

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

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

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

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

commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within 5 years from the date a certificate of occupancy is issued on the Residential Unit. Notwithstanding the foregoing, the parties acknowledge market and economic forces beyond the control of any parties to these Special Restrictions may impact Initial Sale of the Residential Unit. Therefore, in the event the Wyoming Cost of Living Index Northwest Region as published by the Wyoming Department of Administration & Information, Economic Analysis Division is negative for 3 quarters or more, the Owner's deadline to sell the Residential Unit shall be extended by 18 months. For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

1 Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a Local Business.

i.) A "Local Business" means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or

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

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

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

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

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

B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or 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 nor Teton County, Wyoming nor 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 JTCHA. Notwithstanding the foregoing, JTCHA may purchase and own the Residential Unit.

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in these Special Restrictions to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Occupancy.

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

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

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

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

D. Renting. Owner or an owner may rent the Residential Unit to a Qualified Household after verification

and qualification of eligibility by the Housing Department.

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

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

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

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

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

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

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

SECTION 4. TRANSFER LIMITATIONS. The Residential Unit may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows**:**

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

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

C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, JTCHA 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, they shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.

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

SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT. At Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which

procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such Resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 7. MAXIMUM RESALE PRICE. This Section shall apply only to a Resale of the Residential Unit. To further the Town of Jackson's goal of providing affordable housing, after the Initial Sale, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and absolute discretion. Finally, to ensure that the Resale price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

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

SECTION 8. DEFAULT. Each of the following shall be considered a default ("Default") subsequent to notice and opportunity to cure that is consistent with the Rules and Regulations:

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

B. Vacancy of a Residential Unit for more than sixty (60) days continuously, unless authorized by the Housing Department.

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

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

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

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

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

A. Purchase Option.

1 JTCHA shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"). If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and JTCHA exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x [6/(16-4)]…Purchase Price x .50.

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

notification of borrower Default or the property foreclosure.

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

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

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

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

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

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

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

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

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

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, an owner hereby irrevocably appoints the 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. JTCHA may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

F. Price Reduction. If, after the period set forth in Section 2.A above, the Owner is unable to sell the Residential Unit(s), the JTCHA will have the right to order an appraisal that will be paid for by the Owner. Such appraisal will be done recognizing the deed restrictions on the Residential Unit. If the appraisal is less than the Owner's initial selling price, the Owner will be required to adjust the selling price accordingly, and the Housing Department will list the Residential Unit for sale according to the Sale and Resale Standards in the Rules and Regulations.

G. Equitable Relief. JTCHA 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 JTCHA may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

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

SECTION 10. QUALIFIED MORTGAGE.

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

1 Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which are have a maximum loan to value ratio of One Hundred percent (100%); or

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

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

i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or

ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or

iii. A non-affiliated, legitimate, "finance company." In no event may such finance

company be an individual or any company that is affiliated with or has any affiliation with an Owner or owner or any family member of Owner or owner; or

iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit; or

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

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

1 be deemed unsecured; and

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

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

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

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

2. Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.

3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

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

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

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

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

1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.

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

3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.

4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.

5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.
Nothing herein shall limit or restrict Owner's or an owner's right of statutory redemption, in which

event, if Owner or an owner redeems, these Special Restrictions shall remain in full force and effect.

C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by both 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 Unit.

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

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the 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.

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

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

With a Copy to:
Town of Jackson
PO Box 1687
Jackson, WY 83001

To Owner or owner:

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

SECTION 14. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District

for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner by accepting a deed for the 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 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 17. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

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

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

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

SECTION 21. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, Wyoming nor the Housing Department nor JTCHA 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:

DRAFT

Mercill Partners LLC, a Wyoming limited liability company

_____
By: Tyler Davis
Its: Manager

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____day of _____, 2023, before me, the undersigned Notary Public, personally appeared Tyler Davis for Mercill Partners LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the Manager of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

WITNESS my hand and official seal.

_____
Notary Public

DRAFT

Town of Jackson, Wyoming

_____
By: Hailey Morton Levinson, as Mayor

ATTEST:

_____
By: Riley Taylor
Its: Town Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2023, 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

DRAFT

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 _____, 2023, the foregoing instrument was acknowledged before me by Stacy A. Stoker, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

_____
Notary Public

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Special Restrictions
for Workforce Condominium Rental Housing
Located at 105 Mercill Avenue

These Special Restrictions ("Special Restrictions") are made this _____ Day of _____, 2023 (the "Effective Date"), by Mercill Partners LLC, a Wyoming limited liability company ("Owner").

RECITALS:

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

> Unit _____ of the Mercill Avenue Condominiums Addition to the Town of Jackson, Wyoming, according to that Plat recorded in the Office of the Teton County Clerk on _____, 2023 as Plat No. _____ and as further defined and described in that Declaration of Condominium for Mercill Avenue Condominiums recorded in the Office of the Teton County Clerk on _____, 2023 as Document Number_____, and any amendments and supplements thereto recorded in the Office of the Teton County Clerk of Teton County, Wyoming from time to time.
>
> Temporary PIDN: (the " Residential Unit" or "Unit");

WHEREAS, in furtherance of the Town of Jackson's goal of providing affordable housing to qualified Teton County residents who will occupy the housing as their primary residence, and as a condition of the Ground Lease executed by Owner and Teton County, Wyoming recorded in the Office of the Teton County Clerk on October 30, 2020 as Document Number 1002142, and all amendments thereto (the "Ground Lease"), Owner was required to develop and construct 30 residential condominium units and deed restrict each of the units.

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the Ground Lease, Owner was required to record these Special Restrictions for Workforce Condominium Rental Housing, and Owner and all subsequent transferees are required to comply with this restriction for the initial and all subsequent rentals of the Residential Unit, defined below, to a "Qualified Household";

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners voted to amend their 1990 Resolution creating the Teton County Housing Authority ("TCHA") and further amend the 1999 Resolution, to form a regional Housing Authority pursuant to Wyoming Statute §15-10-116(b) with the County of Teton and the Town of Jackson forming the regional housing authority known as the Jackson/Teton County Housing Authority ("JTCHA"), making the JTCHA the successor in interest to all deeds, documents, leases, and contracts of TCHA;

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 will be employees of Teton County and agents acting on behalf of the JTCHA;

DRAFT

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 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, the Jackson/Teton County Affordable Housing Department (collectively "Housing Department") and Town of Jackson, Wyoming.

RESTRICTIONS:

NOW THEREFORE, in satisfaction of the conditions in the Ground Lease, and 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, 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 Town of Jackson, Wyoming, 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.

SECTION 2. RESTRICTIONS ON OCCUPATION AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Qualified Household. The rental, 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 ("Qualified Household").

1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

i.) A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or

ii.) A business physically located in Teton County, Wyoming who employs two or more

Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.

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

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

4. Initial Determination by the Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Workforce Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including *at a minimum*, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.

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

6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a fulltime 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.

7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the Housing Department, upon review of supporting documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.

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, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

C. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.

D. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.

F. Rental Rate: Owner shall set the rent. There is no cap on rent or rent appreciation.

G. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.

H. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year.

I. 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.

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

K. 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.

L. Insurance. Owner shall keep the Residential Unit continuously insured against physical loss for the full replacement value of the Residential Unit.

M. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.

N. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants 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.

O. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT. The Residential Unit may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit shall be subject to these Special Restrictions. Not less than ten (10) days prior to the closing of the sale or other transfer of the Residential Unit, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, each of the following shall be considered a default ("Default"):

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

B. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.

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

D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the

Housing Department.

E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially 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.

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 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, in addition to any other remedies JTCHA may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, JTCHA's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Specific Performance. JTCHA 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.

B. Equitable Relief. In addition to subsection A, any equitable relief provided for herein may be sought singly or in combination with such other remedies as JTCHA may be entitled to, either pursuant to these Special Restrictions or any other action authorized under the laws of the State of Wyoming.

C. Revocation. JTCHA may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of the rights to use or occupy the Residential Unit.

D. 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 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

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

B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by both the Parties hereto and recorded in the Teton County Clerk's Office against the title to the Residential Unit.

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

SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Residential Units, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential Units, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by the Housing Department and Town of Jackson, Wyoming. Where these Special Restrictions are silent, the Housing Rules and Regulations govern. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Residential Unit.

SECTION 8. NOTICES. All notices required to be served upon the parties to this Special Restriction 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 and/or owner and/or other contact information 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 or owner:

To the address on record in the Teton County Assessor/Clerk's Office

SECTION 9. 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 10. 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 11. 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

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invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 12. 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 13. 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 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold, the Housing Department and Town of Jackson, Wyoming, and its 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 an 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, Wyoming.

SECTION 15. 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 16. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, Wyoming, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns 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:

DRAFT

Mercill Partners LLC, a Wyoming limited liability company

_____
By: Tyler Davis
Its: Manager

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____day of _____, 2023, before me, the undersigned Notary Public, personally appeared Tyler Davis for Mercill Partners LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the Manager of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

WITNESS my hand and official seal.

_____
Notary Public

DRAFT

_____
By: Hailey Morton Levinson, as Mayor

ATTEST:

_____
By: Riley Taylor
Its: Town Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2023, 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

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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 _____, 2023, the foregoing instrument was acknowledged before me by Stacy A. Stoker, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

_____
Notary Public

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STAFF REPORT

Meeting Date:	February 6, 2023	**Meeting Title:**	Regular Meeting - Consent
Submitting Department:	Finance	**Presenter:**	Kelly Thompson
Agenda Item:	Naming Official Depositories 2023	**Public Comment:**	Yes

Purpose & Policy Considerations.
Each year, the Town Council names local banks as official depositories for the Town of Jackson.

Requested Action.
For the Town Council to name Bank of Jackson Hole, a division of NBH Bank as the official depository for the Town of Jackson during 2023.

Recommendations.
Staff recommends the Town Council name Bank of Jackson Hole, a division of NBH Bank as official depository for the Town of Jackson during 2023.

Background.
The Town Council has annually named local banks as official depositories pursuant to Wyoming State Statute 9-4-817 (b) (ii). Once the Council has named them, the bank's Board of Directors submits a resolution pursuant to state statute 9-4-806 ensuring that they can guarantee the funds and they are federally insured.

Analysis.
N/A.

Possible Alternatives.
N/A.

Comprehensive Plan & Priority Alignment.
This is a statutory requirement.

Fiscal Impact.
None.

Staff Impact.
Three hours in the Clerk's office to prepare and send letters and file responses.

Attachments or Links.
None.

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

I move to designate Bank of Jackson Hole, a division of NBH Bank as the official depository for the Town of Jackson for 2023.

STAFF REPORT

Meeting Date:	6 February 2023	**Meeting Title:**	Town Council Regular
Submitting Department:	Public Works	**Presenter:**	Brian Lenz
Agenda Item:	2023 Flat Creek Drive Rebuild (TOJ Bid #23-04)	**Public Comment:**	Yes

Purpose & Policy Considerations.
Council to consider award of contract for construction of the 2023 Flat Creek Drive Rebuild Project ("Project").

Requested Action.
Staff requests Council award the contract.

Recommendations.
Staff recommends that Council award the contract, in full, to Westwood Curtis Construction Company.

Background.
The proposed Project consists of new watermain installation, new sewer main installation, underdrain construction, storm drain, road reconstruction, and paving on Flat Creek Drive between Snow King Avenue and Karns Avenue.

The project construction is anticipated to occur from April through July 2023.

The project was advertised in the JH News & Guide Weekly for 2 weeks beginning on December 21, 2022.

Analysis.
The town received four construction bids for the project on January 26, 2023:

1) **Westwood Curtis Construction Company of Jackson, WY** **$ 1,087,391.00**
2) Ridgeline Excavation Inc. of Jackson, WY $ 1,256,209.35
3) Avail Valley Construction-WY, LLC of Jackson, WY $ 1,629,024.00
4) Evans Construction Company of Jackson, WY $ 2,024,758.52

Westwood Curtis Construction Company of Jackson, WY was found to be the lowest responsive bidder. The Engineer's estimate for the project was $ 1,224,145.50.

Possible Alternatives.

1. Direct staff to consider alternative project scope or funding and present a revised recommendation to Council for approval at a later date.
2. Reject all of the bids received and rebid the project at a later date.
3. Other alternatives as directed by Council.

Comprehensive Plan & Priority Alignment.
The Project aligns with the following Comprehensive Plan elements:

- Common Value #2 *Growth Management*
  - Principle 3.2 Enhance suitable locations as Complete Neighborhoods
- Common Value #3 *Quality of Life*
  - Principle 8.1 Maintain current, coordinated service delivery

This Project intent is to repair a key section of collector roadway that regularly deteriorates with freeze and thaw cycles and contributes to the Town of Jackson Core Value of Customer Focus & Service.

Fiscal Impact.
The Adopted FY23 Budget will fund the Project as follows:

Water Fund	$ 340,000
Sewer Fund	$ 300,000
Capital Fund: Flat Creek/Karns	$ 450,000
TOTAL	$1,090,000

No budget amendment would be required; the Project is within the adopted budget allocations. Rejecting the bid would likely result in higher project construction costs in a future fiscal year.

Staff Impact.
Construction coordination between the Contractor and Engineering staff will be necessary. It is estimated that 10-20 hours per week of Public Works staff time shall be required if staff is directed to award the contract and proceed with construction as proposed. This project was included in the FY23 Work Plan and these staff hours were anticipated.

The road and utilities are already assets Public Works staff maintains, and this project is part of regular asset management to repair and replace aging infrastructure. It does not require additional operations and maintenance staff time. The project is intended to reduce the time staff spends maintaining this section of roadway.

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 contract for the 2023 Flat Creek Drive Rebuild Project in the amount of $1,087, 391.00 to Westwood Curtis Construction Company of Jackson, WY, and direct the mayor to execute the contract.

STAFF REPORT

Meeting Date:	February 6, 2023	**Meeting Title:**	Regular Meeting
Submitting Department:	Town Clerk	**Presenter:**	Lynsey Lenamond
Agenda Item:	Annual Liquor License Renewals	**Public Comment:**	Yes

Purpose & Policy Considerations.
The Town Council is the local licensing authority for the issuance, renewal, and transfer of all liquor licenses within the Town of Jackson and, when it does so, is required to consider the statutory factors found in Wyo. Stat. §12-4-104(b) as well as the standards found in Jackson Municipal Code §6.60.010.

It is a statutory requirement for the Mayor to OPEN A PUBLIC HEARING on the issuance of liquor licenses. In accordance with our notice, and per Wyoming Statute, protests will be heard against the issuance during this hearing. Additionally, staff presentation, public comment, and Council discussion will take place during this hearing. The procedure is as follows:

1. Mayor Morton Levinson opens the public hearing.
2. Mayor Morton Levinson asks for the staff presentation on the application.
3. Mayor Morton Levinson calls for any and all public comment.
4. Council discusses the application.
5. Mayor Morton Levinson calls for a motion on the application and the vote on the motion.
6. Mayor Morton Levinson closes the public hearing.

Requested Action.
For Council to consider findings for the annual renewal of Town-issued liquor licenses.

Recommendations.
Staff recommends approval of the attached applications.

Background.
The Wyoming Liquor Division designates the dates of a liquor license year throughout the state as beginning on April 1 and ending March 31. A public hearing is required to be held at least 30 days before the expiration of licenses. The renewal application process begins when the State provides the Town Clerk with the renewal packet and ends following the Town Council's approval, when the renewed certificates are mailed. This is a five-month process taking place from October to February.

The Town received 82 liquor license renewal applications. There were 79 renewals in 2022. The attachments to this staff report include a Renewal Chart listing each liquor license under consideration for renewal. Each renewal application has been reviewed by the Town Clerk's office, and the Wyoming Liquor Division is in the process of reviewing the applications in order to certify them as complete in accordance with Wyo. Stat. §12-4-104(d). Renewals must be acted on before they expire on March 31st per Wyoming Statute.

Analysis.
Grounds for Nonrenewal. As listed below, Wyoming Statutes and Jackson Municipal Code provide the Town Council with grounds for denying renewal of a liquor license:

I. Wyo. Stat. §12-4-104(b) provides findings for nonrenewal.

(b) … A license or permit shall not be issued, renewed, or transferred if the licensing authority finds from evidence presented at the hearing:

(i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;

(ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;

(iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;

(iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or

(v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal, or transfer of the license or permit.

II. Jackson Municipal Code 6.60.010 provides grounds for nonrenewal:

A. A license or permit shall not be renewed or transferred if such renewal or transfer violates Wyo. Stat. Ann. title 12 or the Jackson Municipal Code.

B. The following, whether one (1) or more, may constitute a basis for nonrenewal of a license or permit:

1. Failure of the Licensee to comply with any provision of state liquor law or this Title;

2. Failure of the Licensee to comply with building occupancy limits after being advised of excess occupancy by a law enforcement or any code compliance officer;

3. A pattern of failing to report incidents of illegal acts upon the Licensee's premises which results in injury to persons or property and which the Licensee knew, or should have known about. A "pattern" for purposes of this section is defined as three (3) or more incidents in any twelve (12) month period;

4. Failure of the Licensee to comply with Section 6.40.055 Alcohol Server Staff Training Required;

5. Failure of initial, consecutive, and/or cumulative compliance checks conducted pursuant to Wyo. Stat. Ann. title 12-6-103.

6. Failure to comply with the Plan of Operations set forth in the license application, or as amended.

Possible Alternatives.

1. **Approve all** applications listed in the Renewal Chart.
3. **Remove application(s)** from the Renewal Chart **for a separate motion** or action **and approve the remaining** applications listed in the Renewal Chart.
4. **Continue one or several** applications to the February 21, 2023 Council meeting **and approve the remaining** applications listed in the Renewal Chart.
5. **Continue all renewals** to the February 21, 2023 Council meeting, keeping in mind that renewals must be acted on before expiration on March 31st.

Comprehensive Plan & Priority Alignment.

The decisions related to renewal or non-renewal correlate to the health, safety, and welfare of the community as discussed in Section 8.

Fiscal Impact.
Renewal of these liquor licenses will generate approximately $122,159 in renewal fees paid to the Town of Jackson.

Staff Impact.
Renewal applications generate a significant impact on staff. It takes approximately five (5) months to prepare applications for distribution, reviewing each application including cross-checking the previous year's application, following-up on missing information, providing applications to the Wyoming Liquor Division and following-up on their review, preparing and providing the newspaper with required legal publishing and posting online, and processing police call and compliance information. Once renewals are approved by Council, approval cards for each license are provided to the State, issuance letters and license certificates are printed and mailed to licensees, and applications are placed in respective liquor files. Staff hours are estimated at 250 hours in the Clerk's office, along with approximately 10 hours spent by the Administration, Legal, Planning, Fire and Police Departments.

Attachments or Links.
Renewal Chart
Non-Renewal Chart
Conditions Chart

Suggested Motions.

Option 1: If Council renews all liquor licenses at once:
Having considered the statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for each license listed in the Renewal Chart, I move to approve the liquor license renewal applications for the 2023–2024 liquor license year as presented and with the following conditions:

1. Renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, as amended.
2. Any additional minor corrections made by staff and the Wyoming Liquor Division.

Option 2: If Council considers one or more applications individually, Council must first remove the application(s) it wants to consider separately from the Renewal Chart, then make an appropriate motion for its desired action on the individual application(s) (approve, approve with modified conditions, or deny).

Having considered the statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for each license listed in the Renewal Chart, I move to approve the liquor license renewal applications for the 2023–2024 liquor license year as presented, *with the exception of*_____, and with the following conditions:

1. All renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, as amended.
2. Any minor corrections made by staff and the Wyoming Liquor Division.

To approve the individual application(s) with the existing conditions:

Having considered the statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for this application, I move to approve the 2023-2024 _____ liquor license renewal application with the following conditions:

1. Any minor corrections made by staff and the Wyoming Liquor Division.
2. The liquor license will be subject to the same conditions and restrictions of the initial license approval, as amended.

To approve the individual application(s) with the modified conditions:
Having considered the statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for this application, I move to approve the 2023-2024_____ liquor license renewal application with the following conditions:

1. Any minor corrections made by staff and the Wyoming Liquor Division.
2. The liquor license will be subject to the following modified condition(s) and restriction(s): _____.

To deny the individual application(s):
Having considered the statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for this application, I move to deny the 2023-2024 liquor license renewal application for _____.

Option 3: If Council continues all the applications to the February 21, 2023 Council Meeting:
I move to continue all liquor license applications for the 2023-2024 liquor license year listed in the Renewal Chart to the February 21, 2023 regular council meeting.

Option 4: If Council continues one or more of the applications to the February 21, 2023 Council Meeting:

Having considered the statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for each license listed in the Renewal Chart, I move to approve the liquor license renewal applications for the 2023–2024 liquor license year as presented, *with the exception of*_____, and with the following conditions:

1. All renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, as amended.
2. Any minor corrections made by staff and the Wyoming Liquor Division.

I move to continue the 2023-2024_____liquor license renewal application(s) to the February 21, 2023 regular council meeting.

Current TOJ Liquor Licenses

Jackson Population: 10,760 (2020)	Retail	Bar/Grill	Microbrewery	Winery	Resort
# Licenses Authorized	20	6	20	20	No limit
# Issued by TOJ	*21	6	4	0	6

Restaurant	Limited Retail (Club)	Manufacturer's Satellite	Satellite Winery
No limit	No limit	No limit	No limit
40	3	1	1

*In 2016, an annexation took place that included Cutty's. They held a retail liquor license at that time, and therefore, it doesn't count towards our authorized number of retail licenses.

2023 Renewal Applicants

The licenses listed below will be included in the motion made for annual renewal unless removed from the discussion by the Town Council.

Applicant	DBA	Address
RETAIL		
Cru LLC	Bin22	200 W. Broadway
Bud's Eastside LLC	Bud's Eastside Liquor	582 E. Broadway
Bochicchio Inc.	Creekside Market & Deli	545 N. Cache St. #8
Cutty's Bar & Grill LLC	Cuttys	1140 W HWY 22
Anvil Hotel Partners LLC	Glorietta	242 N. Glenwood St.
Hotel JH LLC	Hotel Jackson	120 N. Glenwood
Parkland USA Corp.	KJs Phillips 66	1055 W. Broadway
Liquor Store of Jackson Hole Inc	The Liquor Store	115 Buffalo Way
Cowboy Liquor LLC	The Million Dollar Cowboy Bar	25 N. Cache St.
Movieworks LLC	Movieworks	860 Hwy 89
Plaza Liquor LLC	Plaza Liquor	832 W. Broadway
NEB LLC	Sidewinders	945 W. Broadway

SHOPCOO LLC	PEARL ST. MARKET	40 W. Pearl Ave.
The Silver Dollar Inc.	Silver Dollar Bar	50 N. Glenwood
Smiths Food & Drug Centers Inc.	Smith's Food & Drug #184	1425 S. Hwy 89
Snake River Corporation	Snake River Grill	84 E. Broadway
VFJH LLC	Spirits & Spice	80 W. Broadway Unit 101
Sweet Cheeks Meats LLC	Sweet Cheeks Meats	185 Scott Ln. Suite A
Virginian Liquor LLC	Virginian Tavern	750 W. Broadway
Whole Foods Market Rocky Mountain/Southwest LP	Whole Foods Market	1155 S. Hwy 89

BAR and GRILL

Coe LLC	Coelette	85 S. King St.
Hand Fire Pizza JH LLC	Hand Fire Pizza	120 N. Cache St.
The Local Restaurant LLC	Local Restaurant & Bar	55 N. Cache
Illamar LLC	Pinky G's Pizzeria	50 W. Broadway
Merry Piglets Mexican Cantina & BBQ LLC	The Merry Piglets	160 N. Cache St.
Rusty Parrot Lodge & Spa	The Wild Sage	175 N. Jackson St.

MICROBREWERY

Get Funky LLC	Roadhouse Tasting Room	1225 Gregory Ln.
Get Loose LLC	Roadhouse Brewing Co Pub & Eatery	20 E. Broadway
Teton Brewing Company LLC	Stillwest Brewery & Grill	45 E. Snow King Ave.
SRB Operations LLC	Jackson Hole Pub & Brewery Snake River Brewing	265 S. Millward

RESORT

CCC's Center Street LLC	The Cloudveil	112 Center St.
Snow King Mountain Resort LLC	King's Grill	402 E. Snow King Ave.
ACP LJH 80 Scott Holdings LLC	The Lodge at JH	80 Scott Lane
Johnson Resort Properties	The Rustic Inn	425 N. Cache
Benchmark Hospitality Of Wyoming LLC	Snow King Resort	400 E. Snow King
Virginian Liquor LLC	Virginian Lodge & RV Park	750 W. Broadway

RESTAURANT

Abuelito Group LLC	El Abuelito Mexican Restaurant	385 W. Broadway
Annie's Kitchen LLC	Annie's Thai Kitchen	265 W. Broadway
Kim's Corner LLC	Bapp	340 W. Broadway
Big Hole BBQ Jackson LLC	Big Hole BBQ	325 W. Pearl Ave.
BL Restaurant LLC	The Blue Lion	160 N. Millard
Flat Creek BBQ LLC	Bubba's	100 Flat Creek
Made in Jackson Hole Inc	The Bunnery	130 N. Cache St.
135 E. Broadway LLC	Café Genevieve	135 E. Broadway
China Fun WY LLC	China Fun Restaurant	826 W. Broadway
Chinatown Lee Inc	ChinaTown Restaurant	850 W. Broadway Suite A
Everest Momo Shack LLC	Everest Momo Shack	245 W. Pearl Ave.
Fiesta Jackson LLC	Fiesta Mexican Restaurant	975 Alpine Ln. #3
YOR Restaurant Group Corp.	Gather	72 S. Glenwood
The Gun Barrel Steakhouse LLC	The Gun Barrel	862 W. Broadway
Caliente Taqueria LLC	Hatch Taqueria & Tequilas	120 W. Broadway
Jackson Drug LLC	Jackson Drug	15 E. Deloney Ave.

Just Juice LLC	KALU	140 N. Cache St.
Kampai Holdings LLC	Kampai	175 Center St.
King Sushi Company LLC	King Street Sushi	75 King St.
The Kitchen LLC	The Kitchen	155 N. Glenwood
LBJH LLC	Liberty Burger	160 N. Cache
J & J Food Company LLC	Miazga's	399 W. Broadway
Il Ferraio LLC	Orsetto	161 Center St.
Persephone Bakery LLC	Persephone Bakery	145 E. Broadway
Selkirk Inc.	Pica's	1160 Alpine Ln.
JH Pizzeria LLC	Yeah Buddy Pizza	20 W. Broadway
Get Loose LLC	Roadhouse Brewing Co Pub & Eatery	20 E. Broadway
SRRC Eatery LLC	Snake River Roasting	50 W. Broadway
Root Café LLC	Soluna	225 N. Cache
Teton Brewing Company LLC	Stillwest Brewery & Grill	45 E. Snow King Ave.
Scarfish LLC	Suda	140 N. Cache Suite B
Nicolas Sosa	Tacos Y Tortillas El Metate	850 W. Broadway Suite H
The Indian Room LLC	Teton Tiger	165 N. Center St.
Thai Plate Cuisine Inc.	Thai Plate	145 N. Glenwood
Alpine Hotel Partners LLC	The Alpine House	285 Glenwood
Tijuana Mexican Restaurant LLC	Tijuana Authentic Mexican Restaurant	529 Hwy 89 #4 & 5
WLB LLC	Trio	45 S. Glenwood
White Buffalo Club LLC	The White Buffalo Club	160 W. Gill Ave.
930 Broadway Concession LLC	Whistling Grizzly at Wyoming Inn of Jackson Hole	930 W. Broadway
SRB Operations LLC	Jackson Hole Pub & Brewery Snake River Brewing	265 S. Millward

LIMITED RETAIL (CLUB)

BPO Elks 1713	BPO Elks 1713	270 W Broadway
American Legion Post #43	Jackson Hole Post #43	190 N Cache ST
Community Center For The Arts Inc	Center For The Arts	265 S Cache

WINERY

NA		

SATELLITE WINERY

Jackson Hole Winery	Jackson Hole Winery	98 Center St. Unit C

MANUFACTURER'S SATELLITE

Wyoming Whiskey LLC	Wyoming Whiskey Tasting Room	45 West Broadway

NON-RENEWALS

		TYPE
Jeremy Tofte	Thai Me Up	Restaurant – closed down
JH Brewery	JH Brewery	Microbrewery – closed down

CONDITIONS AND RESTRICTIONS CHART

The following conditions and restrictions of approval previously placed by Town Council at the time of the initial license approval (or added since then) will carry forward to the renewed license.

Hotel Jackson	The retail liquor license was approved on November 18, 2013 for Woodshed, LLC and conditioned to prohibit the use of the liquor license in the aspect of a package retail liquor store. *The license was transferred to Hotel JH, LLC on June 1, 2015 with the same restriction.
Creekside	The retail liquor license was approved on August 2, 2001 and included one condition as volunteered by the applicant, the license will revert back to the Town of Jackson if Bochicchio, Inc dba Creekside Market and Deli goes out of business.
Glorietta	The retail liquor license was transferred from Nani's Inc. on November 2, 2015 to Anvil Hotel Partners LLC and conditioned as follows: The retail liquor license is restricted from including a package liquor store component, except for bottled Italian wines.
Snake River Grill	The retail liquor license was approved on February 6, 2006 for Snake River Corporation and conditioned as follows; that the license is conditioned to prohibit a package liquor store component.
Spirits & Spice	The retail liquor license was approved on August 2, 2011 for VFJH, LLC and conditioned as follows: As volunteered by the applicant, the license will revert back to the Town of Jackson if VFJH, LLC goes out of business. In November 2018, Council approved the location transfer from 60 E Broadway to 80 W Broadway, Suite 101 and added specific language to motion: Alcoholic beverages may be sampled on the premises by customers and sold by the package. Tenant shall be permitted to serve and sell alcohol, wine and/or beer by the glass for private or promotional events on the premises.
Roadhouse (on Gregory)	On March 20, 2017, the microbrewery license was approved with the following conditions: • All sales of other malt beverages for on-premises consumption must be obtained

	through a licensed wholesale malt beverage distributor. • The applicant shall request, and obtain Town Council approve prior to any service or consumption of alcohol on any outdoor deck or patio. • The brewery operation shall be allowed to have a 'tasting room' that is incidental to the principal brewery use. A 'tasting room' is an incidental use to the brewery provided it complies with the following provisions: a) The hours of operation for the tasting room shall be limited to, opening no earlier than 4:00 p.m. and closing no later than 10:00 p.m. b) Only free samples of food shall be served to customers for on-site consumption; c) A maximum of ten seats shall be provided and the 'tasting room' shall be limited to 10% of the total square footage. d) On-premises consumption shall be limited to 10% of yearly production. Revised restriction placed on this license at the time of renewal on March 7, 2022: e) Maximum occupancy inside the 'tasting room' shall, at all times, be no more than 30 persons, not to include customers associated with an organized tour.
The Alpine Hotel	On May 5, 2021, the license was approved with the condition that alcohol service shall be limited to hotel guests only, unless a Basic Use Permit (BUP) for a "Restaurant/Bar" use is obtained from the Planning Department.
Pearl St. Market	On August 15, 2022 the retail license was conditioned that the market must remain a market that sells packaged food, pre-packaged ready-to-eat meals, basic household goods, and be operated on a self-service basis.

STAFF REPORT

Meeting Date:	February 6, 2023	**Meeting Title:**	Regular Town Council
Submitting Department:	Legal/Administration	**Presenter:**	Tyler Sinclair & Lea Colasuonno
Agenda Item:	Request to Amend Gondola and Cougar Lease Agreement Between the Town and Snow King Mountain Resort, LLC	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is to present to Council Snow King Mountain Resort, LLC's ("SKMR") request to amend it lease agreement with the Town.

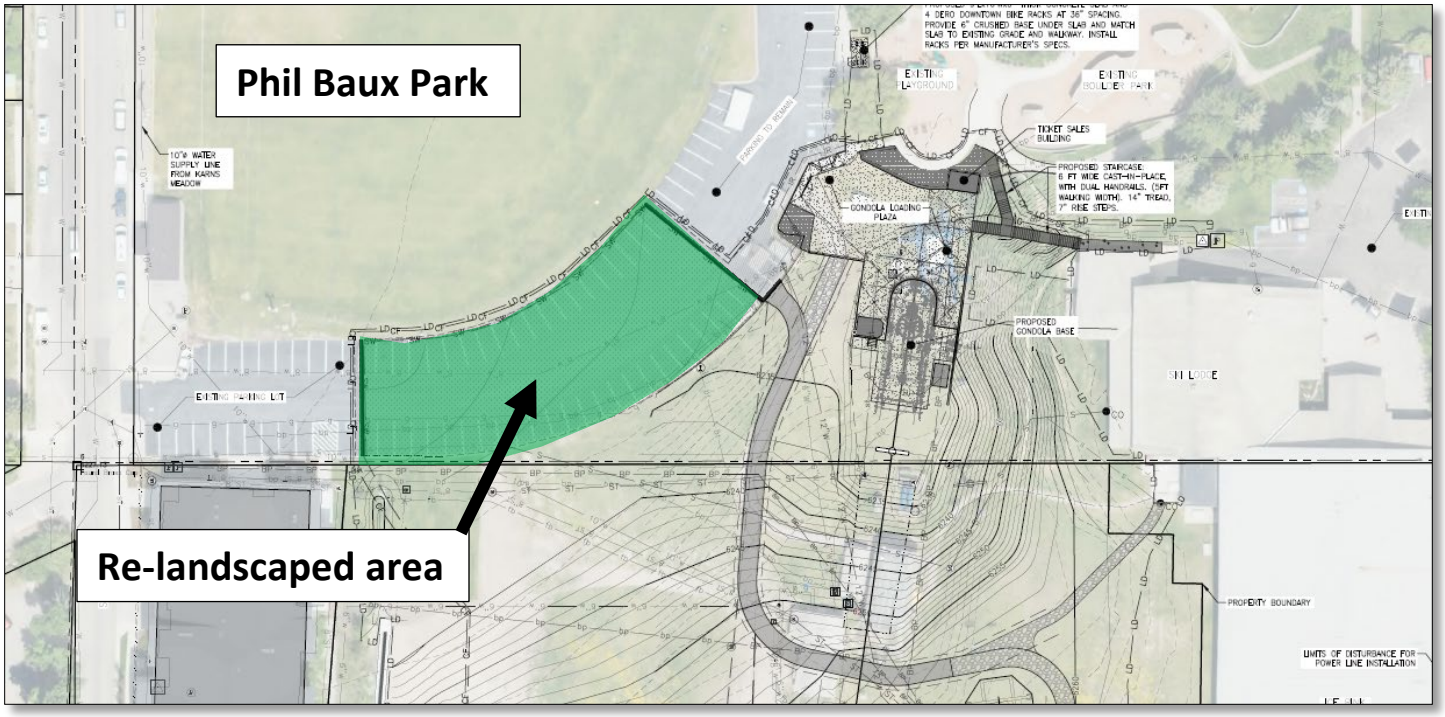
Requested Action.
SKMR is requesting an amendment to the Gondola and Cougar Lease Agreement ("Lease") to extend the timeline for construction completion from April 26, 2023 to July 26, 2023.

Recommendation
Denial or amended to correspond with the proposed Condition Use Permit amendments.

Background.
In conjunction with the conditional use permit for SKMR (see the staff report for Planning Item P22-198) the Town entered a Lease with SKMR on July 27, 2020. The Lease permits the placement of a Gondola base facility and associated improvements (towers, a ticket booth, and a staging plaza on own property) in Phil Baux Park. Additionally, the Lease permits the use of the Town-owned Mountain Tract Parcel (in yellow below) for the ski facilities and improvements associated with the replacement of the Cougar Lift and Gondola.



The Lease agreement includes a deadline of April 26, 2023 for SKMR to complete all Gondola related construction, specifically including removing all pavement in the center portion of the parking lot in Phil Baux Park and returning the area to grass. This Lease requirement correlates with Condition No. 3 of the Conditional Use Permit (see the staff report for Planning Item P22-198). The visual below highlights in green the area of Phil Baux Park at issue. In total, 43 of the 93 parking spaces will be eliminated with the advent of more Park space.



Analysis

The negotiation of this Lease took multiple years and the final terms and conditions were balanced between the parties after the protracted negotiation. The requirement to remove the pavement in Phil Baux Park is an initial step in the Town's overall plan of Park improvements laid out in the conceptual Redevelopment Masterplan for Phil Baux Park. However, the removal of the pavement and resodding of the center portion of Phil Baux Park by SKMR was never contingent upon the Town redeveloping the rest of Phil Baux Park. Moreover, as part of the "gives and takes" of the negotiation process for this improvement to be done by SKMR, SKMR's rent was both abated and reduced as follows:

> *<u>2-Year Rent Abatement; Phase I Improvements</u>. "Phase I Improvements" to Phil Baux Park are defined herein to include: (i) re-grading, (ii) removal of ballfield and associated improvements, (iii) sodding, (iv) irrigation, (v) curb and gutter. In consideration of Tenant completing the "Phase I Improvements" to Phil Baux Park prior to opening the Gondola to the public, Tenant shall not be required to pay Rent to Landlord for 2 years from the date of Construction Completion of the Gondola. After 2 years of not paying Rent as permitted hereunder, Tenant shall resume paying Rent as provided in this Section. Tenant shall have reasonable access over Phil Baux Park necessary to complete Phase I Improvements.*

SKMR's failure to comply with the April 26th deadline results in liquidated damages of $500 per day until all associated improvements are completed and satisfactorily inspected by the Town.

Fiscal Impact.
If Council does not extend the April 26th deadline and if SKMR fails to comply with the original deadline, liquidated damages will accrue for an unknown period of time.

Staff Impact.
The amount of staff time to prepare this item was, approximately, 10 hours split among Planning, Parks & Rec, Legal, and Administration.

Attachments or Links.
- Letter from SKMR Re: Gondola Lease Amendment – Construction Deadline Extension

Suggested Motion.
If Council is inclined to extend the April 26, 2023 deadline the appropriate motion is:

I move to direct staff to draft an amendment to the Gondola and Cougar Lease Agreement Between the Town and Snow King Mountain Resort, LLC extending the deadline for Completion of Construction to _____, 2023.

December 8, 2022

Ryan Stanley
President
Snow King Mountain Resort
PO Box 1846
Jackson, WY 83001

Lea Colasuonno
Town Attorney
150 E Pearl Ave
Jackson, WY 83001

CC: Tyler Valentine, Tyler Sinclair

RE: Gondola Lease Amendment – Construction Deadline Extension

Dear Lea,

We would like to request an amendment to the Gondola and Cougar lease agreement to extend the timeline for construction completion. Due to a number of construction delays we were unable to complete all required project components associated with the Gondola and Cougar lease agreement prior to the 2022-2023 winter season and with snow on the ground, we will not be able to complete the work prior to the April 2023 deadline. As such, we would like to request an extension of three months to complete all required components of the project and any necessary amendments to the lease in order to satisfy this request. This request is further detailed in letters to the Town dated August 1st, 2022, September 14th, 2022, and October 17th. Thank you for your help and work on this matter.

Please let me know if you have any additional questions.

Sincerely,

Ryan Stanley

September 14, 2022

Ryan Stanley
President
Snow King Mountain Resort
PO Box 1846
Jackson, WY 83001

Tyler Valentine
Senior Planner
150 E Pearl Ave
Jackson, WY 83001

CC: Tyler Sinclair

RE: Construction Deadline for Gondola & Cougar Lease Agreement

Dear Tyler,

We have been working diligently on improvements related to the Gondola and Cougar Lease agreement this past summer. At this point we have completed nearly all of the required revegetation and construction work at the base of the mountain with the exception of the Phil Baux Park parking lot removal.

These improvements include the installation of heated stairway and path connecting the Lodge Room parking lot with the new Gondola Plaza, installation of the gondola, relocation of the Cougar lift, installation of a new sewer line for the Town Ice Rink and Lodge Room, required storm sewer modifications, completion of the gondola plaza, completion of landscaping on the playground side of the gondola plaza, installation of a new bike parking location adjacent to the playground, as well as installation of sprinklers, sod, and a pathway at the base of the gondola. We are hoping to discuss alternatives to the removal of parking with the Town Council as soon as possible; however, due to the timeline for meeting with the Council, and with winter approaching, we will not have time to complete all required improvements associated with the Gondola and Cougar lease agreement by the 4/26/23 deadline.

Recognizing that we have acted in good faith on continued progress over the past two years, we would like to request an extension of three months on the construction deadline for the Gondola and Cougar Lease Agreement. This extension will ensure we are able to secure contractors to complete whatever remaining work is agreed upon with the Council as soon as possible next summer. We intend to have the area cleaned up and looking beautiful for the community and our guests at Snow King Mountain as soon as possible.

Sincerely,

Ryan Stanley

STAFF REPORT

Meeting Date:	February 6, 2023	**Meeting Title:**	Town Council
Submitting Department:	Planning Department	**Presenter:**	Tyler Valentine
Agenda Item:	P22-141 Development Plan for two 4-story apartment buildings at the properties addressed at 1050, 1060, and 1080 South Park Loop Road.	**Public Comment:**	Yes

***This item was continued from the December 19, 2022, regular Town Council meeting. The only new information in this report is highlighted in gray on pages 1-2 (New Condition #4), pages 10-11 (Turn Lane Analysis), and page 21 (Fiscal Impact) in relation to the turn lane. In addition, the Town Council requested that staff and the applicant respond to the various questions asked at the December 19th meeting. The responses to those questions are located directly after this staff report in the first attachment entitled "Supplemental Responses to Council's Questions."**

Purpose & Policy Considerations.
A Development Plan is required in the Commercial Residential – 3 (CR-3) zoning district by the Town of Jackson Land Development Regulations (LDRs) for 100% residential projects with a floor area that exceeds 30,000 sf. The proposed development's qualifying floor area is 34,664 sf, even though the total development is approximately 158,456 sf (includes circulation space) after using certain workforce housing bonuses.

Requested Action.
The applicant is requesting approval of a Development Plan for two 4-story apartment buildings with 195 rental units (88 deed-restricted units) and 158,456 sf of above-ground habitable floor area at the properties addressed at 1050, 1060, & 1080 South Park Loop Road (2.09-acre site).

Recommendations.
The Planning Director recommends **approval** of a Development Plan for two 4-story apartment buildings at the properties addressed at 1050, 1060, & 1080 South Park Loop Road, subject to the departmental reviews attached hereto, and the following conditions:

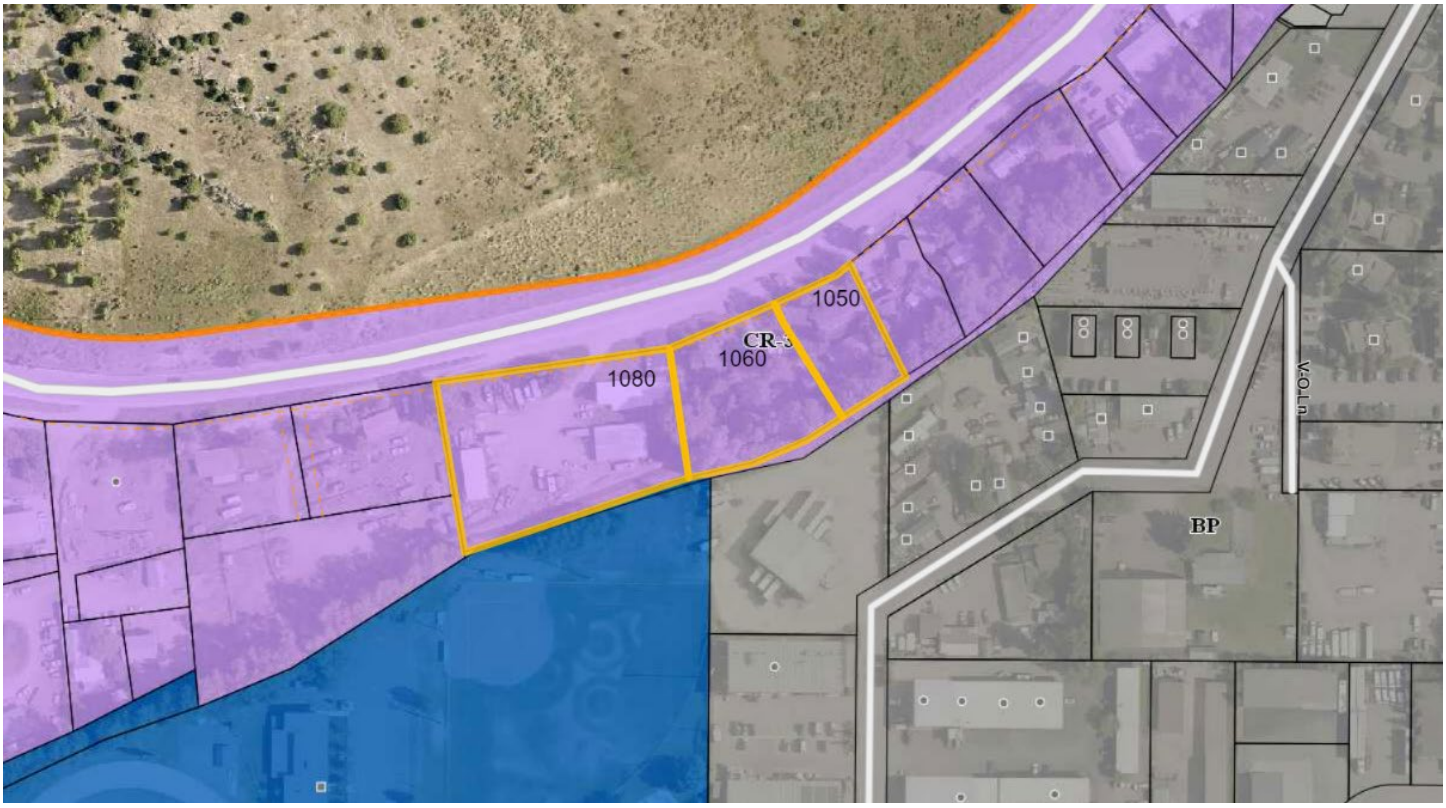
1. At the time of building permit submittal, final details on exterior lighting shall be submitted and comply with the newly adopted dark sky lighting standards.
2. At the time of building permit submittal, the two curb cuts and driveways that access the courtyards shall each be reduced from 24' to 20' in width.
3. At the time of building permit submittal, the serviceberry shrubs shall be replaced with a native non-fruit-bearing species of shrub consistent with Municipal Code Section 7.08.080 - Wildlife Attractants.
4. The Applicant and Town shall agree to a Development Agreement prior to issuance of a Building Permit that includes, at least, the following terms:
   a. The Applicant shall pay for the drafting and finalization of construction plans of the left turn lane and appurtenances, including design, survey, geotechnical investigation and design, and incidentals.
   b. The total cost of construction of the left turn lane on South Park Loop Road shall be split as follows: Applicant 33% / Town 67%.
   c. The Applicant shall be responsible for executing the construction of the left turn lane, appurtenances, and incidentals to Town Standards, which shall include the hiring, management, and payment of the contractor.
   d. The Town shall own and pay for all maintenance and operating cost of the left turn lane in perpetuity following acceptance by the Town according to the development agreement.

e. The Applicant shall ensure that the left turn lane is constructed and operational prior to Certificate of Occupancy (C/O) of their two buildings, except Applicant shall be allowed to extend the date for completion for actions of the Town or other unforeseen circumstances beyond the applicant's control.
f. To limit the Town's and Applicant's total cost liability, the Development Agreement shall include a maximum total cost for the design and construction of the left turn lane so that in the event that stated total cost is exceeded both parties would discuss negotiating an updated cost share, delaying construction of the left turn lane, and/or any other reasonable option.

5. Prior to building permit submittal, the applicant shall work with the Town on the final design for the right-of-way to ensure that enough space is reserved for the future cycle track.
6. At the time of building permit submittal, a final parking management plan shall be provided which identifies the parking space designation for each unit. In addition, the plan should identify the pool of extra parking spaces available for optional purchase for both the market and workforce units to ensure that each have their own separate pool of parking spaces that are based on the LDR calculations.

Project Location.
The properties are located at 1050 South Park Loop Road (PT NE1/4 NE1/4, SEC. 6, TWP. 40, RNG. 116), 1060 South Park Loop Road (PT LOT 1 & PT. LOT 2, SEC. 6 TWP. 40, RNG. 116) and 1080 South Park Loop Road (PT LOT 2, SEC. 6, TWP. 40, RNG. 116 (T-312A). An aerial photo and zoning map are shown below and on the following page:





Background/Project Description.

Background**:** The applicant's 2.09-acre site is comprised of 1050, 1060, and 1080 South Park Loop Road (SPLR), all of which are parcels. The subject properties are zoned Commercial Residential – 3 (CR-3). To the east and west the zoning is CR-3, to the south is Public / Semi-Public (Middle School) and Business Park zoning, and to the north across from the street from SPLR is High School Butte which is located within the County limits and zoned P/SP. Below is a summary of existing development for each property (note: several structures have been removed or are in the process of being removed):

- 1050 SPLR consists of a 740-sf duplex built in 1964 and a 1,022-sf detached single-family home built in 1969.
- 1060 SPLR consists of 2 detached single-family homes (968 sf & 941 sf) both built in 1955.
- 1080 SPLR consists of a 1,147-sf detached single-family home with a 1,410-sf basement, a 1,860-sf detached garage, and a 1,500-sf detached garage all built in 1947.

On July 6, 2022, the Planning Director approved Item P22-130 - Zoning Compliance Verification (ZCV) establishing that the slopes on the subject property that exceed 10% were man-made as a result of the construction of South Park Loop Road. Essentially when the road was created, dirt was pushed farther to the south up against the subject properties and thus created a short, steep slope of over 10% along the northern portions of the site. According to LDR Section 5.4.1.B.1, development on manmade slopes is allowed and exempt from Section 5.4.1 - Steep Slopes which typically requires a Hillside Conditional Use Permit (CUP) for development on site with slopes 10% or greater and typically requires a variance to develop on slopes in excess of 25%. Based on the result of the ZCV, a Hillside CUP was not required. This same slope determination was made recently in 2019 on the 1120 SPLR housing project located a few properties to the west.

Project Description:

The applicant is requesting approval of a Development Plan for a new 4-story apartment complex (referred to as "The Loop") within 2 separate u-shaped buildings comprised of a total of 195 rental units and 158,456 sf of above-ground habitable floor area. Although the applicant is using nearly all of their allowed 0.40 Floor Area Ratio (FAR) of 36,416 sf, the applicant is also proposing to use two additional incentives: 1) the 2:1 Workforce Housing Bonus (referred to as "2:1 Bonus") and 2) the 4th Story Workforce Housing Incentive Bonus (referred to as "4th Story Bonus") which are both permitted in the CR-3 zoning district. Using these bonuses, the combined FAR for the entire project is 1.74.

For the 2:1 Bonus, the applicant is proposing to exceed the base FAR by approximately 82,000 sf (including circulation space), of which +/-55,000 sf is market housing (63 units) and +/-28,000 sf is workforce deed restricted (37 units).

While the CR-3 has a 3-story limit and 46' height maximum, the 4th Story Bonus allows an additional story and a height bonus of 2' for a total maximum height of 48 feet (42 feet for flat-roofed structures). The applicant is using both allowances to add another 40,760 sf (including circulation space) of deed-restricted units (50 units). The 4th Story Bonus is allowed in the CR-3 zone if certain criteria are met according to Section 2.2.13.E.4, among other things, that the property must be at least 2 acres in size and the 4th story must be 100% deed-restricted (restriction can be workforce or affordable).

In summary, of the 195 units proposed, 107 are market, 87 are workforce deed restricted, and 1 is affordable deed restricted at 80-120% Area Median Income (AMI). To mitigate the base FAR, the applicant is opting to provide the 1 affordable unit in exchange for the fee associated with their fractional housing requirement of 0.767 units. Even though the underlining zoning allows ownership units (i.e., condominiums and townhomes), the applicant has not indicated any interest in subdividing the units and plans to keep them as apartment rentals. Below is a breakdown of the total calculations and individual building calculations:

TOTAL CALCULATIONS (proposed)

- Total above-ground habitable sf: 158,456 sf
- Total units: 195
  - 101 studios (398 sf)
  - 27 one-beds (499 sf & 731 sf)
  - 39 two-beds (1,087 sf)
  - 28 three-beds (1,138 sf)
- Unit Breakdown:
  - 107 Market Units
  - 87 Workforce Deed-Restricted Units (55 studios, 1 one-bed, 19 two-beds, 12 three-beds)
  - 1 Affordable Deed Restricted Unit (2-bed) 80-120% Area Median Income (AMI)
- Total parking: 246 spaces provided (232 garage + 14 guest spaces)
- Total basement garage sf: 108,699 sf

WEST BUILDING (proposed):	**EAST BUILDING (proposed):**
• Total above-ground habitable: 80,496 sf	• Total above-ground habitable: 77,960 sf
• Total Units: 95	• Total Units: 100

○ 45 studios, 14 one-bed, 20 two-beds, 16 three-beds • Unit Breakdown: ○ 52 Market Units ○ 42 Workforce Deed-Restricted Units ○ 1 Affordable Deed Restricted Unit • Total Parking: 107 spaces provided (100 garage + 7 guest) • Total basement garage: 51,254 sf	○ 56 studios, 13 one-beds, 19 two-beds, 12 three-beds • Unit Breakdown: ○ 55 Market Units ○ 45 Workforce Deed-Restricted Units • Total Parking: 139 spaces provided (132 garage + 7 guest) • Total basement garage: 57,445 sf

Primary vehicular access will be taken from SPLR via a two-way driveway located between the buildings which leads to the basement parking garages for each building. Each parking garage has 2 basement levels for a total of 232 covered parking spaces: 100 spaces in building West and 132 spaces in building East. In addition to the primary vehicular entrance, each building has its own driveway that leads to the front entry courtyards. Besides serving as the front entrance to each building, the courtyards each provide 7 surface parking spaces for guests (14 total) and convenient access for deliveries (i.e., FedEx, UPS, etc.) and moving trucks. In addition, the courtyards would provide tenant/visitor amenities such as bike parking and outdoor gathering spaces.

Regarding pedestrian improvements and site amenities, the applicant is required to provide a Trees in Lawn pedestrian frontage (5' attached planting strip and 6' detached sidewalk). This would replace and improve upon the existing attached sidewalk. In addition, in response to recommendations from Pathways that this section of SPLR is planned for a separated 10'-wide 2-way cycle track, the applicant has demonstrated that there is enough room in the right-of-way (ROW) to include a cycle track, either now or in the future. Once inside the site, several pedestrian walkways lead to multiple entry points to each building, with the main entrances located in the courtyards. Regarding outdoor amenities, the applicant is proposing bike storage, courtyard gathering spaces, seating areas (both in front and back of buildings), and a fenced dog play area. Regarding indoor amenities, the applicant is proposing private balconies for several units, community gathering areas, private storage spaces, bike washrooms, dog washrooms, movie rooms, and libraries.

Analysis.

Comprehensive Plan/Desired Future Character:
The stretch of properties along SPLR, from Gregory Lane to the Middle School, are located within subarea 5.3 – High School Butte, of the Comprehensive Plan (see excerpt below). This subarea is Transitional which means redevelopment and a change in character are desired, namely that a variety of housing types, including multi-family, be provided and occupied primarily by the local workforce. Besides the recent 26-unit apartment building built in 2021 (1120 SPLR), this stretch of SPLR is mostly comprised of older industrial buildings and low-density development (i.e., single-family homes and duplexes).

To help implement the desired future character, the Town rezoned this subarea from Residential-Business (RB) to CR-3 in 2018 which included the provision of the 2:1 Bonus and 4th Story Bonus for properties 2 acres or larger. In addition, in 2018 the residential housing mitigation rates were significantly lowered while simultaneously raising the commercial housing mitigation rates. In other words, CR-3-zoned properties throughout town were given multiple incentives so that developers had the tools needed to build a much-needed community product: high-density multi-family developments to house the workforce.

As proposed, The Loop would be the densest project in the Town's recent history at 93 units per acre. Even so, as noted above, this area has been identified as appropriate for redevelopment and increased density, which is why the zoning was given the bonuses it currently has. More specifically, this site is appropriate for higher-density development as it is situated in a less visible location away from the main arteries in Town (i.e., Broadway Avenue or in the Downtown Core) where a project of this density and size might not be as compatible with its surrounding neighborhood. The topics of density, building size, and design are discussed further in the sections below.

Development Plan Review:

This project requires Development Plan because the project's 34,664 sf of base floor area exceeds the 30,000-sf threshold for a Development Plan in the CR-3 Zone for projects that are 100% residential. At no time is a Sketch Plan required in the CR-3 zone for projects that are 100% residential. This is because the Town intentionally decreased the thresholds for review in 2018 to incentivize larger multi-family residential developments to go through a shorter public review process. This general approach of allowing larger projects to be reviewed through a shorter public review process was done in nearly all other zones as well, although each zone has a slightly different process based on square footage or density.

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. After reviewing the applicant's submittal, staff finds that as conditioned it complies with the CR-3 zone. Please refer to the LDR Conformance table below:

	CR-3	Proposed	Complies?
FAR	0.40 Base FAR (36,416 sf) + 2:1 Workforce Housing Bonus (no sf limit) + 4th Story Bonus (no sf limit)	Base FAR = 34,664 sf + Affordable Unit = 1,087 sf + 2:1 Bonus = 81,945 sf + 4th Story Bonus = 40,760 sf _____ Total Above Ground Habitable = 158,456 sf	Yes (see "Building Design" section below)
LSR	10% or 9,104 sf	24% or 22,177 sf	Yes
Plant Units	1 plant unit per 1,000 sf of LSR + 1 plant unit per 12 parking spaces = 24 plant units required	27 plant units provided	Yes
Height	48' with 4th Story Bonus	48'	Yes
Parking	Apartments: 1/DU < 500 sf, otherwise 1.5/DU 121 DUs < 500 sf = 121 spaces 74 DUs > 500 sf = 111 spaces	**TOTAL PROPOSED** = 246 spaces (14 are guest spaces)	Yes

	TOTAL REQUIRED = 232 spaces.		
Parking Setback	10' from primary street property line	10'	Yes
Bike Parking	1 bike parking space per 10 vehicle spaces required = 24	130 in East Building 130 in West Building TOTAL = 260	Yes
Primary Street Setback (north)	10' – 65'	10'	Yes
Side Setback (east)	5'	11'8" – 14'	Yes
Side Setback (west)	5'	14'	Yes
Rear Setback (south)	10'	15'-40'	Yes
Street Façade Width (min)	50% of primary street	+50%	Yes
Pedestrian Frontage	13'6" (Trees in Lawn)	13'6" (Trees in Lawn)	Yes

Pedestrian Frontage Improvements

The subject property has approximately 500 linear feet of frontage along SPLR with an exceptionally wide ROW frontage (i.e., area between the property line and curb) ranging in width from 25' - 50' compared to most areas in town which are closer to 10' – 15'. Although this stretch of SPLR already has a 6'-wide attached sidewalk in place, the applicant will be required to provide a new Trees in Lawn pedestrian frontage (5'-wide attached planting strip + 6'-wide detached sidewalk) for +/-400' of their frontage. This will significantly improve the safety and functionality of the sidewalk. Although there is generally ample room in the ROW frontage for the Trees in Lawn frontage, the westernmost +/-100' of frontage is proposed to remain as an attached sidewalk due to a pinch point created by an existing driveway serving the adjacent properties to the west (1106-1110 SPLR). The existing driveway, located in the ROW frontage, cuts in front of the westernmost 100' of the subject site and runs parallel to the road. Not only does the existing driveway leave less than the standard width for a detached sidewalk, but the driveway also drops in elevation 6'-8' below the road. Due to these existing circumstances, and because the adjacent property owner uses this driveway to back down their horse trailers, the Town is not requiring the applicant to relocate the existing driveway and install Trees in Lawn for this portion of frontage. However, when the adjacent properties to the west redevelop, they will be required to relocate their driveway and likely install the required pedestrian improvements.

In addition to the LDR requirement for Trees in Lawn, the Town of Jackson/Teton County Pathways Coordinator (Brian Schilling) has provided review comments pertaining to a future vision for SPLR which includes a recommendation for a 10'-wide 2-way cycle track along the southern side of the road in front of the proposed project. Although this vision has not yet been designed or approved by the Town Council as a Capital Improvement Project (CIP), Pathways have provided some general dimensions and street sections so that the applicant can demonstrate conceptually that enough room exists for a cycle track. The idea is that space should be reserved to construct the cycle track at some point in the future and that the sidewalk and driveways should

be designed and constructed with the future cycle track in mind so that there is minimal disruption to existing facilities when the cycle track is eventually constructed. At this time staff is not requiring that the applicant build the cycle track since it is not a requirement of the LDRs nor does the Town have an approved design. Staff is however requiring that the applicant work with Engineering and Pathways Departments and provide a final street design at the time of building permit submittal to ensure sufficient space is reserved for the future cycle path.

Site Design:

The proposed site plan is consistent with the goals of the CR-3 zone which encourage reducing bulk and scale and creating attractive streetscapes. Each u-shaped building has a varied setback with some portions of each building being pulled up toward the street and some portions being pushed back from the street in the form of a courtyard and guest parking area. This helps create an attractive green street edge versus a continuous building with little to no variation. Although some surface parking has been provided in front of each building via 2 separate driveways, the applicant has successfully screened 100% of their required parking from the public street by locating it in an underground garage. Locating the parking in the basement was somewhat of a practical design choice based on the topography of the site, which slopes down away from the street roughly 8'-10' below street grade. The main parking garages are accessed via a 3rd driveway located between the two buildings.



Since the most visible elevations of the building are from the street, the applicant has placed the majority of their landscaping to the north to help screen and soften the building. With that being said, ample landscape screening has also been provided to the east, west, and south. The applicant is also providing double the amount of landscape/green area and has set back the buildings from the side and rear property lines farther than the minimum 5' side and 10' rear setbacks to help reduce visual impacts on neighboring properties. Finally, the applicant is proposing to bury and culvert the existing open irrigation ditch that runs along the southern property line to allow the development to get closer to the rear property line. Culverting a ditch is permitted and the applicant's civil team is working with Town Engineering to ensure the culvert is built to Town standards and that matters surrounding water rights are satisfied.

Overall, staff finds that the site design meets the standards, goals, and intention of the CR-3 zone.

Vehicular Access/Parking:

Vehicular access will be provided via three 24'-wide, two-way driveways (3 curb cuts total). The CR-3 zone limits curb cuts to 24' per frontage per property, and when multiple properties are aggregated together for a single development, such as the case with The Loop, planning typically recommends consolidating curb cuts to the greatest extent possible. Even so, staff is supportive of the multiple access plan for various reasons: 1) there will be no more access points than what would be expected had 1050, 1060, and 1080 SPLR been developed individually; 2) the Fire Department is supportive of the access plan as it best meets their life/safety needs to service each building in the event of a fire or emergency (please refer to department review comments from Fire); and 3) the vast majority of vehicular traffic will be consolidated to the middle access point which serves

over 90% of the parking for the development and so the additional 2 driveways will be used much less and have minimal impacts on SPLR from a traffic standpoint. Finally, overall access will be significantly improved compared to the current condition which consists of 4 curb cuts that lead to a dirt/gravel frontage road area that is used freely for parking and access to the various buildings along this stretch of road.

In an effort to reduce curb cut widths, staff has added a condition of approval requiring that the two curb cuts and driveways that access the courtyards each be reduced from 24' to 20' in width. Reducing the width of these two curb cuts will improve the areas where driveways intersect with sidewalks/future cycle-track by reducing the pedestrian crossing distance yet still provide ample width for two-way vehicular travel.

Regarding the parking count, the applicant is meeting their 232-space requirement and is also providing 14 guest spaces which is above and beyond the requirements of the LDRs. This comes out to 1.26 spaces per unit, or 0.85 spaces per bedroom, which is similar to parking provided for other dense residential developments (see chart below). No Variance or Administrative Adjustment has been requested by the applicant. The LDRs do not have a requirement for guest parking. However, because on-street parking is prohibited on SPLR, and because no public parking lot/garage is nearby, staff highly recommended early on that some guest parking be provided. Staff is pleased that the applicant has provided the 14 guest spaces.

Regarding the management of parking, staff added a condition of approval on the Planning Commission staff report requiring the applicant to submit a parking management plan prior to Town Council review. The reason for the condition was to understand how tenant parking will function (i.e., designated spaces or free-for-all.) and how property management will handle overflow parking from tenants or guests to ensure adjacent properties are not being impacted by the development.

In response to staff's conditions, a preliminary parking management plan has been provided that includes general details on guest parking, assigned parking, enforcement, etc. Below are the highlights from the plan.

- The development will have an on-site property manager who will enforce parking rules/regulations.
- All units will be provided with 1 designated space. The larger 2 & 3-bedroom units will have the option to pay for a 2nd space.
- Guest parking will be limited to 3 hours until midnight. After midnight, guests will need a parking permit. Signage will be posted in both guest parking areas.
- Tenants will be given rules/regulations on parking as part of their lease.

Although staff finds this information to be helpful, staff has added a condition requiring that a final parking management plan be provided with the building permit which identifies the parking space designation for each unit. In addition, the plan should identify the pool of extra parking spaces available for optional purchase to the larger 2 & 3-bedroom units and ensure that the 2 & 3-bedroom workforce-restricted units have their own separate pool of parking spaces that are based on the LDR calculations. Having separate pools of parking will ensure fair distribution of parking by limiting the competition between market and workforce-restricted units.

Parking Comparison Chart:

Development Name/Address	Units / Beds	Total Parking	Parking Per Unit	Parking Per Bedroom
The Loop	195 / 289	246	1.26	0.85
Hidden Hollow	168 / 352	390	2.32	1.11
Sagebrush Apartments	90 / 110	90	1.00	0.82
1120 South Park Loop Road	26 / 46	36	1.38	0.78

440 W Kelly Ave (condos)	12 / 21	20	1.66	0.95
Flat Creek Apartments	48 / 84	60	1.25	0.71
JHMR Dormitories	54 / 192	87	1.61	0.45
Veronica Lane Apartments	36 / 43	42	1.16	0.97
Jackson Street Apartments	57 / 113	64	1.14	0.57

Left Turn Lane

Finally, Planning and Engineering staff have discussed whether a westbound center turn lane (WCTL) should be included in the final design and constructed either by the applicant or jointly with the Town as part of the project. The issue was raised in the Traffic Impact Study (TIS) provided by the applicant that included a recommendation for a WCTL based on the amount of anticipated left-hand turns into the development during peak PM hours. Specifically, the TIS states that deceleration (ingress) lanes are generally needed when there are at least 50 right-turn vehicles or 25 left-turn vehicles in an hour, and since the development would generate 43 left-turn vehicles an hour, a WCTL is "generally needed". However, in addition to that comment, the study also concluded that the Level of Service (LOS) on SPLR would not be significantly impacted by this development, even without a turn lane, which conflicted with the recommendation for a WCTL.

After the Town Council meeting, staff set out to obtain more information on the turn lane based on questions and input from the Council and the public. Staff met multiple times internally and with the applicant's team in hopes of coming to a conceptual agreement on some basic aspects of the turn lane, such as the timing of its construction, conceptual design and cost, who builds it, and a fair share splitting of the costs. To aid in this discussion, staff asked that the Applicant provide a conceptual design and cost estimate for the left turn lane, which the Applicant did. Although a few items are not fully agreed upon, staff and the applicant were able to come to a general agreement and so staff has now changed its original Condition #4, which only required a cost share agreement, to now require a Development Agreement with six general terms (see staff recommendation above) to be finalized at the time of building permit review.

The basis for much of the updated cost discussion is the applicant's conceptual design of the left turn lane. In that design, approximately 500'-600' of the north curb would shift farther north up to 8'-12' in some places. The design provides a minimum of 75' of queuing space for about 3 or 4 cars, although additional queuing space for another 2 cars seems to be available if necessary. Ultimately the final road design would be designed by the applicant and reviewed by the staff to ensure it meets Town standards. Completion of the turn lane would be prior to issuance of the Certificate of Occupancy with some flexibility in the event of unforeseen circumstances beyond the applicant's control. Please refer to the attachment titled "Supplemental Information on Turn Lane" for the conceptual road design and cost estimate from the applicant.

In summary, on the critical issue of the cost share, staff came to the 67% / 33% fair share split (Condition #4b) because there are currently 2 lanes on SPLR and a new left turn lane would constitute a 3rd lane (i.e., a 1/3 increase in total road width which would be caused by the applicant's project). Since the 3rd lane will benefit not only this development but also all existing and future users of SPLR, staff felt that the applicant should pay at least 1/3 of the cost of construction and the Town would pay 2/3. Staff is recommending that all up front turn lane <u>design</u> costs be paid for by the applicant while all long-term <u>maintenance</u> costs (i.e., plowing, striping, fixing damages, etc.) be paid for by the Town. The applicant, however, is recommending that the up front turn lane design costs (in addition to the physical construction costs) be shared according to the 67%/33% split. This

change would require a modification to Condition #4a. Staff, as just stated above, does not agree with this modification to Condition 4a.

In terms of understanding the potential maximum cost of the left turn lane, the applicant's preliminary estimate for the total cost of constructing the turn lane is approximately $335,120.00. This cost is based on an estimate from a local contractor. The Town's 67% contribution would then be $224,530.00. The applicant also provided a cost estimate that includes contingency costs in case the scope or complexity of the turn lane project exceeds the preliminary estimate — this could add another $240,000 which would result in an expanded total project cost of approximately $575,120.00 (please note that the $240,000 does not include the line item costs for engineering design, survey, geo-tech, and soils testing identified in the applicant's "green" table because these costs should be bourne by the applicant as identified in staff's proposed condition 4a.) The biggest identified contingency cost would be the expense associated with the possible need to significantly expand the proposed rock retaining wall on the steep hillside on the north side of SPLR. If this additional $240,000 cost became necessary, then the Town's total 67% contribution would be $385,330. Thus, overall, the Town's potential contribution would likely range from $224,530 to $385,330 based on the applicant's estimates. Of course, actual future costs cannot be determined with certainty at this time and additional cost analysis would be done as part of the Development Agreement process and presented to the Council for future consideration. To address the issue of potential runaway costs, Staff has added Condition #4f that states that a maximum total construction cost shall be agreed to as part of the Development Agreement to ensure that both parties would have some protection against unreasonably high cost increases and a process for moving forward in that event.

We understand that the Council has probably not previously considered a "fair share" condition for an off-site improvement as presented by Condition #4. It is not an easy or exact science and requires consideration of a lot of different factors. The important thing is that the Council must ultimately make the required findings for a Development Plan based on the conditions in the staff report or as modified by the Council. Thus, the Council has the following general options for addressing proposed Condition #4 (and all proposed conditions for that matter) regarding the cost share agreement for the left turn lane:

i. If the Council supports proposed condition #4, **it can approve the condition as proposed** which would mean that a Development Agreement will be brought before the Council in the coming months to finalize the terms above and any other pertinent details.
ii. If the Council does not support proposed condition #4 as written, **it can modify the condition** to better reflect how they want to address the left turn lane in terms of design, cost, or any other relevant factor.
iii. If the Council does not support proposed condition #4 and finds that it cannot modify the condition or create new conditions to support the project, then **it can deny the project** because it cannot make one or more of the required findings for a Development Plan (e.g., Finding #3 regarding significant impacts to public facilities might be the most relevant finding in this case).

Public Space/Amenities:

The LDRs require a minimum Landscape Surface Ratio (LSR) of 10% (9,104 sf) in the CR-3 which the applicant has more than doubled in providing 22,177 sf. Although the LDRs are silent on true open space, the Design Guidelines have an entire section (Section A, pages 6-8) that provides guidelines addressing the use, location, scale, variety, connection, and screening of public spaces. According to the Design Guidelines, the criteria for successfully complying with the public space section is as follows:

- The project has demonstrated that the proposed public space is usable and desirable to inhabit.

- The project's developed public space will be engaging and in scale with the pedestrian.
- The design of the proposed public space(s) has integrated the following:
    - Orientation/day-lighting.
    - Screening the users from parking, utilities, and garbage facilities.

As mentioned further below in the Design Review Committee (DRC) section, the DRC reviewed this item several times and discussed the importance of quality public space, especially for such a dense development. Ultimately the DRC recommended approval of the project and found it to comply with all sections of the Design Guidelines, including the public space section. The various indoor and outdoor amenities provided include private designated storage areas (3'x9' and 5'x9') in the parking garages, separate bike & dog washrooms, outdoor patios, game rooms, package delivery room, outdoor & indoor bike storage, large lobbies, exercise rooms, movie rooms, and library rooms. Absent of an LDR standard for open space, staff finds that adequate public space and amenities have been provided.

Landscaping:
The applicant is exceeding the minimum requirements for LSR and plant units. Because the buildings will be most visible from SPLR, the applicant has focused on screening and softening the front of the buildings which is where more trees and shrubs have been located. Substantial landscaping has also been located on the sides and rear of the site. With the exception of serviceberry shrubs, all other tree and shrub species are non-fruit bearing. staff has added a condition requiring that serviceberry shrubs be replaced with a native non-fruit-bearing species which is consistent with the recently approved changes to the Municipal Code (7.08.080 Wildlife Attractants) prohibiting ornamental fruit-bearing trees for new developments. As a side note, the subject site is not located within the Bear Conflict zone.

Additional site features include added fill to the south side of both buildings which creates terraced green spaces with rock-boulder retaining walls each under 4' in height. Not only do these terraces help reduce the perceived scale of the building from the south elevation, but they also help create and support flat gathering spaces for tenants. Fencing is proposed along portions of the southern property line to provide separation from the ballfields and industrial properties. Fencing is permitted within side and rear yards and cannot exceed 6' in height. Overall, staff finds that the landscaping and associated features comply with the LDRs and enhance the development.

Trash/Snow Storage
The applicant plans to address snow storage by providing the minimum storage standard, which is 2.5% of all driveway surfaces. In addition, all three driveways are proposed to have a snow-melt system that drains to the stormwater collection systems. Regarding trash, each building includes trash chutes on all levels which dump trash into the upper basement levels of each garage. Trash will then be wheeled outside and picked up at the east and west terminal ends of the hammerhead driveway.

Density:
As mentioned above, The Loop is the densest housing project in the Town recent history at 93 units per acre, or 138 bedrooms per acre. Given that the CR-3 zone does not have a maximum density or maximum building size, coupled with the allowed 2:1 Bonus and 4th Story Bonus, properties with 2 or more acres can now achieve densities that were not possible before 2018. The allowed bonuses and tools now available were approved by the Town Council as a means to incentivize developers to provide high-density multi-family developments, including deed-restricted units, that could be built without any taxpayer subsidy. The free market had failed to build workforce housing for so many years that the Town opted to create a menu of incentives to jump-start this type of much-needed development. The trade-off is that the community receives an increase in supply of

market and workforce-restricted units (without taxpayer funds) while the developer receives additional market units and expedited review with fewer, and sometimes no, public hearings.

The only limiting factors to density in the CR-3 zone for properties 2 acres or larger using these bonuses are 1) compliance with the LDR standards for setbacks, parking, stories, height, LSR, etc., and 2) compliance with the Design Guidelines which is generally left to the purview to the Design Review Committee (DRC) for detailed analysis. The Town Council, however, ultimately makes the final decision on compliance with the Design Guidelines as the DRC is a recommending body only. As discussed in further detail below under the Design Review Committee (DRC) section, the DRC recommended approval to the Town Council at their November 9, 2022, meeting.

To help understand the density of the proposed project, staff has provided a density comparison chart (below) of various other residential projects, some existing, some new, and some being constructed. The chart compares density based on the number of units per acre and bedrooms per acre. Besides The Loop, none of the other projects listed below was developed using both the 2:1 Bonus and 4th Story Bonus.

Density Comparison Chart:

Development Name/Address	Acreage	Units / Beds	Units Per Acre	Beds Per Acre
The Loop	2.09	195 / 289	93	138
Hidden Hollow*	3.5	138 / 272	39	78
Sagebrush Apartments	2	90 / 110	45	55
1120 South Park Loop Road	0.62	26 / 46	42	74
440 W Kelly Ave	0.32	12 / 21	38	66
Flat Creek Apartments	1	48 / 84	48	84
JHMR Apartments	2.3	54 / 192	23	83
Veronica Lane Apartments	0.65	36 / 43	55	66
Jackson Street Apartments	1.46	57 / 113	39	77

***The acreage only includes the 3 apartment buildings and does not include the townhomes and single-family home lots.**

Affordable/Employee/Workforce Housing:

LDR Section 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 of 44 base market units requires less than 1 unit of housing (0.767 unit requirement), which the applicant can pay a fee to satisfy. Instead of paying the fee of $208,492, the applicant plans to provide a 2-bedroom affordable deed-restricted unit restricted at 80-120% AMI located on the first floor of the West building.

It is important to understand that the affordable housing requirement is tied only to the base FAR, thus although the project is a total of +/-159,000 sf, only the base FAR of 34,664 sf is subject to affordable housing mitigation. The additional +/-124,000 sf of floor area is not subject to affordable housing requirements because it is considered bonus floor area that has its own separate workforce housing requirements. For example, the applicant was able to add approximately 83,000 sf of additional floor area as part of the 2:1 bonus, with approximately 28,000 sf of that as workforce deed restricted while the remainder is market. In addition, the applicant was able to add 40,760 sf as part of the 4th story bonus and 100% of that floor area is workforce deed restricted. The workforce housing associated with the 4th story bonus is located on the 2nd level of each building.

In the case of The Loop, the community would benefit by receiving a total of 88 workforce deed-restricted units, which is .45% of the 195 units. In addition, the applicant is not building large 2,000-3,000 sf units, but rather is providing a variety of modest unit types from studios to 3-bedrooms ranging in size from 398 sf to 1,100 sf. The table on the following page provides a summary of the affordable housing mitigation plan:

Mitigation Requirement **(Base 0.40 FAR)**
Proposed: 34,664 sf (above grade) • (17) studios @ 398 sf = 0.190 units • (17) 1-bedroom units @ 499 sf = 0.298 units • (7) 2-bedroom units @ 1,087 sf = 0.282 units • (3) 3-bedroom units @ 1,138 sf = 0.128 units Requirement: 0.898 units **Credit for existing/historical uses:** 5,488 sf (above grade) • Detached single-family home (2,557 sf) = 0.066 units • Detached single-family home (1,022 sf) = 0.023 units • Detached single-family home (968 sf) = 0.021 units • Detached single-family home (941 sf) = 0.021 units • Existing Apartments (duplex) = no credit Total Credits: 0.131 units **Complies:** 0.898 – 0.131 = 0.767 units required = fee of $208,492.02 Although a unit is not required, the applicant is choosing to provide a 2-bedroom deed-restricted unit at 80-120% AMI instead of paying the fee.

Building Design and DRC Review


South side of building West showing the fill on ground level

As shown further above in the LDR compliance table, the building and site comply with all relevant dimensional standards for the CR-3 zone. The buildings are each 4 stories with a flat roof design and a maximum of 48' in height. Because the property slopes down away from the street, portions of both buildings read as 5 stories in certain areas along the south because each building has basement garages that daylight. Since both basements meet the Town's definition of a basement and the building falls within the height restrictions, the building complies with the LDRs. To help reduce the visual impact on the south, the applicant added fill and landscaping to each building so they mostly appear as 4-stories. Adding fill is permitted to improve aesthetics and reduce visual impacts provided that the

fill is not used to create a taller building. Staff has confirmed that the added fill is not manipulating the height of the buildings.



As proposed, the development consists of approximately 159,000 sf of above-ground habitable which is significantly larger than most developments in town. In order to address the bulk and scale, the applicant chose to split the development into 2 buildings, each roughly 80,000 sf, even though the CR-3 zone does not have a maximum individual building size. In addition, both buildings are designed in an u-shape with courtyards facing the street which further helps break up the visual form along SPLR. This design also provides opportunities for landscaping and open space which provides additional visual relief along the +/- 500' of development frontage. It helps that the ROW frontage is exceptionally wide along this stretch of SPLR which pushes the building back roughly 35'-60' from the road reducing its perceived bulk and scale. Also, the property slopes down away from the street (+/- 10' - 12' below the road), and although the height is 48' at its tallest point (i.e., from the south), the height from the street is 42' which is the max allowed height for all flat-roof structures in the CR-3 zone. In other words, what is seen from the street is no taller than if the applicant was not using the 4th Story Bonus and building a 3-story building.

Regarding the architecture of the building, the applicant is using earth-tone colors for the siding which includes fiber cement panels in 3 shades of brown and metal panels in multiple shades of gray. Some materials have been used more heavily on certain buildings which is a subtle way of differentiating the buildings from each other. In addition, additive and subtractive architectural elements are provided on all levels to vary the façade and rooflines to create interest and shadow lines. Exterior materials have been applied in a way that complements the additive and subtractive elements. On the upper 3rd and 4th levels, building step-backs have been applied on all sides which is an effort to satisfy the LDR criteria #3 for allowing the 4th story and 48' building height. In addition, over 40 units have outdoor balconies which help break up the mass and improve the livability for those units.





The DRC reviewed this project 5 times and recommended approval (4-0 vote) to the Town Council at their November 9, 2022, meeting with 1 condition:

1. Prior to building permit submittal, the applicant shall submit the following information for DRC review:
    a. The lighter wood-tone material shown in the renderings should be the material used. A material sample for the lighter wood tone shall be provided that better matches the renderings.
    b. Provide details on the courtyard landscaping, specifically on the landscaping and trees in planter beds.
    c. Provide more details on the guardrails along the rear of the property.
    d. Provide more details on the dry-stack boulder wall along the southern portions of the property.

Since the original DRC submittal back in June, the architecture, materials, and overall character of the project have significantly improved. Below are two images capturing the progress since the initial June submittal:

Original Submittal - June 2022 DRC meeting:



Final Submittal - November 2022 DRC meeting:



Throughout the review of this project, the DRC struggled in applying the Design Guidelines to the proposed larger-than-usual buildings, specifically as it relates to breaking up the bulk and scale and addressing the human scale. These struggles were similar to those that occurred during the review process for the Pearl/Cache development downtown which was also a larger building but in the very different context of a downtown site. Without an LDR standard limiting individual building size, the DRC felt that the Design Guidelines provided relatively vague direction on how to best address bulk and scale issues and monolithic designs. This led to some discussion on whether changes to the LDRs and/or Design Guidelines should be considered. Regardless of these issues, after reviewing the project 5 times the DRC ultimately found the project to comply with the Design Guidelines and was satisfied with the efforts made by the applicant to break up the bulk and scale. The DRC also weighed in on the 4th story setback/step-down requirement, at staff's request, and found that the building complied with the standard through the various efforts made by the applicant's design team.

Neighborhood Context

In providing some balance to the overall discussion surrounding building size, design, and density, staff would like to point out that the location of this development is appropriate as described in the Comprehensive Plan which envisions this area for higher-density residential developments. Primarily, the development is not located in a prominent location of town such as along Broadway, a highway, or in downtown. Essentially, the land surrounding the development is a combination of open space to the north (i.e., High School Butte), middle-school ballfields & Gregory Lane industrial area to the south, and underdeveloped lots on the sides. Staff finds that the location for this project is appropriate.

Building Height & 4th Story Bonus:

In 2015 the Council approved an amendment to the LDRs to allow additional height (48') and a 4th story in the Urban Residential (UR) zone if the property was at least 2 acres in size, the additional floor area on the 4th story (or an equivalent) was deed restricted for the workforce, and if other requirements were met (see full criteria below). This amendment was proposed by the Jackson Hole Mountain Resort (JHMR) as a tool that was intended to apply to their Powderhorn Planned Unit Development (PUD) dormitory development. Please note that the

UR zone no longer exists in the LDRs and that the same height and 4th story bonus option now exists only in the CR-3 zone using the same approval criteria. Since its inception, the Powderhorn PUD and Sagebrush Apartments are the only two developments to use the 4th Story Bonus. As analyzed below, the applicant has complied with all criteria allowing them to utilize the 4th Story Bonus:

The criteria in LDR Section 2.2.13.E.4 for approval of a 4th Story Bonus are below:

1. The following standards apply to the amount of additional floor area achieved through the increase in structure height; however, the actual floor area to which the following standards apply may be distributed throughout the structure.

    a. It shall be deed restricted workforce, affordable, or employee housing with an occupancy restriction;

    Complies. *The applicant will provide a workforce deed restriction at the time of building permit to restrict all units created by the 4th story bonus that is acceptable to the Teton County/Jackson Housing Department prior to occupancy of the units.*

    b. It may have an employment and/or price restriction.

    Complies. *The required deed restriction will have a Workforce deed restriction, which is the equivalent of an employment restriction.*

    c. It shall be exempt from the calculation of affordable housing required by Division 7.4, but shall not be used to meet the affordable housing requirement for the project.

    Complies. *The units resulting from the 4th story are exempt from mitigation requirements and cannot be converted in the future to meet the mitigation requirements of any other development. The additional units created by the 4th story can be located on any floor and the applicant is proposing to locate them on the 2nd story. Thus the 2nd story of each building is 100% workforce deed-restricted to satisfy this requirement.*

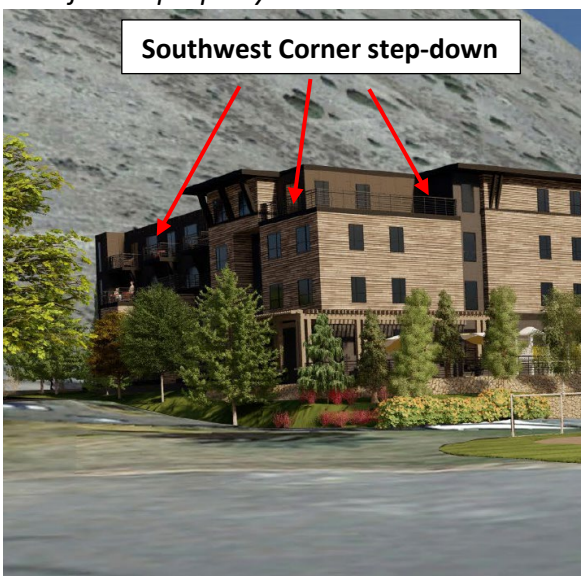
2. The project shall provide the affordable housing required by Division 7.4 on site.

    Complies. *The applicant will provide a workforce deed restriction to restrict all units created from the 4th story bonus that is acceptable to the Teton County/Jackson Housing Department prior to occupancy of the apartments.*

3. The site shall be at least 2 acres to provide opportunity for sufficient setback from, and building height step down to small-scale development.

    Complies. *The applicant's site is 2.09 acres and so meets this requirement. As for the stepdown requirement, Staff requested feedback from the DRC on this LDR standard. This criterion is not quantitative (i.e., set at a numerical value), but rather qualitative and is subject to interpretation. During the first few reviews, the DRC did not feel that the applicant made enough effort to setback and step down the building to the sides and rear and recommended that bigger moves be made on such large buildings. By the final DRC review, the majority of the DRC supported the design and the efforts made to meet this standard. Specifically, the proposed design insets the building 11'-14' away from the side property lines even though the side setback is 5 feet, and sets the building 15'-40' from*

the rear property line even though the rear setback is 10'. In addition, portions of the 3rd and 4th stories have been stepped down along the east, west, and south portions of both buildings (see pictures below). This effort helps to break up the massing at the highest levels and reduces the visual impacts on adjacent property owners to the sides and rear.





4. The site shall be served by transit within 1/4 mile.

   Complies. *There are START bus stops on South Park Loop Road east of the development (Gregory Lane stop) and west of the development (South Park and Middle School stop) both of which are approximately 1,000 feet walking distance and complies with the criteria above.*

5. The site shall be within ¼ mile walking distance from numerous commercial services routinely needed by residents.

   Complies: *The site has Car Corner (Maverick store, gas station, Cowboy coffee, Express Lube, etc.) and other commercial services within ¼ mile of the site. In addition, there are banks, grocery stores, and other commercial services within ½ mile – 1 mile of the site.*

6. The additional building height shall not increase the floor area allowance or decrease the required open space.

   Complies: *Approval of the 48' tall apartment buildings does not increase the amount of floor area allowed in the CR-3 zoning district, which is still limited to the 0.40 FAR maximum.*

Planning Commission:

The Planning Commission (PC) reviewed this item at their regularly scheduled meeting on November 16, 2022, and unanimously recommended approval (6-0 vote) to the Town Council as conditioned. The main discussion topic revolved around the traffic study and whether a left turn lane should be built as part of the project. Early on in the discussion, most Commissioners leaned toward requiring the turn lane because 1) the traffic study seemed to recommend it, 2) the morning westbound traffic generated from the middle school appears to be worsening from the standpoint of some of the Commissioners, 3) the applicant demonstrated there to be plenty of room in the right-of-way for an additional lane, and 4) the applicant was not opposed to paying their fair share now or in the future. But after hearing from staff and the applicant's team, the Commissioners agreed

that the data did not warrant the need for a turn lane at this time regardless of individual desires to have one (see discussion above in the section on Vehicular Access/ Parking).

In an attempt to relieve concerns regarding morning school traffic, staff clarified that based on the traffic study the biggest need for a turn lane is during peak evening hours (4 pm – 6 pm) and not during the morning hours when school traffic is most concentrated (7 pm – 9 pm) on SPLR. In fact, most of the morning turning movements generated from this development would be right-hand turns heading away from the school toward the highway. In addition, staff advised against requiring the left turn lane now because it would commit the Town to pay for the majority of the improvements given the project's minimal contribution to the total traffic volumes on SPLR. Ultimately the Commissioners agreed that the data did not support a left turn lane but that in the future if a turn lane was needed, the applicant should pay their fair share which was consistent with staff's new condition of approval (condition #4).

Some Commissioners asked what the rental rates will be for both the market and workforce units to which the applicant responded that the market units will be rented at a market rate to be determined in the future. The applicant did state that the workforce-restricted units would be slightly discounted but did not provide a specific percentage, although the applicant did tell the DRC that they might be discounted about 10% less than the same market unit. Staff notes that workforce units have no initial cap on rental prices, but do have rental increase caps once the initial price is established.

In summary, the majority of the Commissioners commented favorably on the project, and below is a bullet-point summary of those comments:

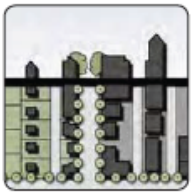
- The PC supported the number of studios from a parking standpoint since studios are more likely to generate a need for 1 vehicle compared to 1-bed units or larger which can generate a need for 2 or more parking spaces.
- The PC supported the unit mix and complimented the applicant on the variety and sizes. They felt that the unit types and sizes address the variety of housing needs in the community.
- Although a large development, the PC felt comfortable that the project was reviewed by the DRC 5 times.
- The PC supported the provision of guest parking in an area with no on-street parking.
- The PC supported that the housing is being built before the hotel/condo project on North Cache.
- The PC supported the various amenities and amount of green space.
- The PC supported the location for such a large and dense project.
- The PC supported that the workforce units will be discounted in price, even though that is mostly based on the annual rent increase cap provided by the deed restriction.

Public Comment
Staff has received verbal comments from an adjacent property owner who shared concerns about the height of the building. In addition, staff received verbal comments from the Teton County School District Superintendent expressing general concerns over existing traffic on SPLR and the impact this development will have.

Comprehensive Plan & Priority Alignment
As previously mentioned above, this project is located in Subarea 5.3 - High School Butte which is a Transitional subarea (excerpt below). Specifically, this Transitional subarea envisions redevelopment and a change in character, namely that a variety of housing types, including multi-family, be provided and occupied primarily by the local workforce. Based on the applicant's proposal, which includes 88 deed-restricted units, staff finds that the project aligns with the subarea's vision. In addition, the larger overall district in which this project is located (District 5 – West Jackson) calls for the creation and development of transitional subareas (Policy 4.3.b) and the

emphasizing of a variety of housing types, including deed-restricted housing (Policy 4.1.b). Although these policy objectives do not provide specifics on how large or dense future projects can be, the CR-3 zoning that was put in place as a result of these policies allows for a project of this size and density. Staff finds that the project aligns with these policies and furthers the goals of the Comprehensive Plan to build housing for the workforce, redevelop and reinvest in a transitional areas, and provide a variety of units types and sizes.

5.3: High School Butte



Village Form

This TRANSITIONAL Subarea will be comprised of a variety of housing types and forms including single family, duplex, tri-plex, and multifamily occupied primarily by the local workforce. Mixed use will also be desirable to provide additional opportunities for local entrepreneurial and industrial and service uses. The future development pattern should take advantage of the substantial grade change in this area to allow for two to three story single and mixed use structures screened from view.



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. Staff is specifically able to make this finding based on the provision of a left turn lane, as recommended in the traffic study, which serves to mitigate the development's impact on traffic congestion along SPLR.

4. *The proposed project complies with the Town of Jackson Design Guidelines, if applicable.*

   Complies. The DRC's final review of this Development Plan happened on November 9, 2022, and they 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.*

   Not applicable.

Fiscal Impact.
As proposed and conditioned, the Town would enter into a Development Agreement to share costs for the construction of a westbound turn lane with the applicant paying 33% and the Town paying 67%. Total cost estimates for constructing the turn lane range from $335,120.00 to $575,120.00, depending on contingencies, of which the Town's contribution would between $224,530.00 and $385,330.40 but this amount could change based on further design work and communication with staff. In any case, the Council would approve the final amount through the Development Agreement process. However, regardless of the Council's level of interest in exploring the cost share agreement, the Interim Town Manager recommends that the Council not commit to paying any specific amount of money for the turn lane until this request can be vetted through the Town's CIP budget process where all existing and new capital projects can be discussed and funded as a whole. If this is done, then the earliest the Development Agreement could be finalized would be July 1, 2023.

In addition to the Town's possible contribution to constructing the turn lane, the Town would also take full responsibility for long-term maintenance of the road (i.e., plowing, fixing damages, etc.). In speaking with Public Works, ongoing asset management (maintenance, repair, replacement, etc.) is associated with roadway improvements, and thus capital/general funds are required to perform them. However, the Town already manages street infrastructure at this location, so the improvements pose only an incremental increase in Town's costs to manage.

Staff Impact.
The amount of staff time to review this Development Plan and several DRC submittals, meet with the applicant, research, and write reports is over 100 hours.

Attachments or Links.
Supplemental Responses to Council's Questions
Supplemental Information on Turn Lane
Department Reviews
Applicant Submittal

Suggested Motion.
I move to **approve** Development Plan P22-071 for two 4-story apartment buildings at the properties located at 1050, 1060, and 1080 South Park Loop Road based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated February 6, 2023.

SUPPLEMENTAL RESPONSES TO COUNCIL'S QUESTIONS

1. **Can there be a pedestrian access from the project through the school and/or from the school through the project site?**

   Response: Staff spoke with the Teton County School District Superintendent, Gillian Chapman, and there was no opposition to allowing cut-through access to the school from the project. There was also no opposition to creating an opening, or multiple openings, in the existing chain-link fence for pedestrian access. With that being said, the applicant is not interested in allowing public access through their site from the school and finds that the existing sidewalks allow adequate access to the school which is located less than 1,000 feet from their development.

2. **Condition #4 does not include timing on the turn lane, can we clarify that?**

   Response: The applicant has made it clear that they are agreeable to building the turn lane now with the development, or later in the future. Based on recent conversations with the applicant's team, staff is recommending that the turn lane be constructed prior to the completion of the project (i.e., Certificate of Occupancy) with a grace period for later completion if unanticipated problems arise (see Condition #4 in the staff report).

3. **Does the public ROW need to be widened to accommodate the turn lane**?

   Response: No. The applicant has provided a conceptual road design with a center turn lane demonstrating that enough space exists in the ROW to accommodate the turn lane without interfering with the future detached sidewalk and cycle track. The north curb line, however, would likely need to be moved as much as 8' – 12' in some places. Ultimately the road design and turn lane will be finalized at a later date and built to Town standards. Please refer to the applicant's supplemental submittal which includes the conceptual road design for the turn lane.

4. **Can staff/applicant provide any more details on the traffic analysis and turn lane?**

   Response: Based upon the concerns from the Council and the public at the December 19th Council meeting, it was clear to staff that the turn lane was highly desired now as part of this development, especially based on the suggestion for a turn lane in the traffic study.

   The primary purpose of the left turn lane is to address peak left turn movements into the project during the weekday evening rush hour (4:30 – 5:30 PM). According to the traffic study, there will be approximately 43 left turn movements into the project during this peak evening hour in the summer (July). This equates to about one car every 1.4 minutes (85 seconds). The conceptual left turn lane design provides queuing space for approximately 4 or 5 cars, which should be adequate to handle the anticipated traffic demand from the project. The details of the turn lane, design, cost estimate, length, etc., can be found in the staff report and attachments.

   The traffic analysis addresses the potential impacts of the proposed project on South Park Loop Road and its intersection with Gregory Lane and Hwy 89. According to the study, it will not have a significant negative impact on the LOS of any of these facilities. The study does not analyze potential traffic impacts to other locations beyond the local vicinity, such as the Tribal Trails Connector or towards downtown Jackson. This focus on nearby intersections is how traffic studies have been done in the past. Projecting impacts farther beyond gets much more speculative and is not required by the LDRs (nor is any traffic analysis for that matter) even though we know that all projects add some level of traffic to the Town's general street system. If the Council is interested in requiring more rigorous traffic impact studies, then that would be a good item to discuss as a possible future Work Plan item to determine goals and staff capacity.

5. Can we get an idea of what "fair share" means?

Response: In the context of an off-site improvement, "fair share" means the amount of land or money an applicant is responsible to donate or pay to offset their proportionate contribution to the impact of an off-site public asset that is of concern to the government. This calculation need not be determined by a set formula but can be determined by any method that reasonably measures the "fair share" of the extent and nature of a particular project's impacts to, for example, off-site public infrastructure (road, sewer system, etc.). Based on this type of analysis, staff and the applicant have generally agreed that "fair share" in The Loop's case means that the Town pays 67% of the construction costs and the applicant pays 33% of the construction costs of the left turn lane. As part of this determination, staff is recommending that the applicant be required to pay for the upfront design costs and to build the improvements concurrent with the construction of the project. The Town would take full responsibility for maintaining the road in perpetuity (i.e., plowing, fixing holes and damages, striping, etc.). See staff report for more detail.

6. Provide the final square footage of market vs workforce housing.

Response: 90,000 sf is market and 70,000 is workforce restricted (both numbers include circulation space).

7. How is this project linked to the applicant's intended hotel development on North Cache Street?

Response: From a regulatory standpoint, The Loop is a stand-alone project that has no link to the future hotel project. Any approval of The Loop project does not commit the Town to approve any other project, legally or practically. While it is likely true that the applicant would not be contemplating this housing project were they not also planning to build the hotel, that relationship is not relevant to determining whether The Loop project meets the LDRs. If anything, the fact that the applicant is proposing to build new housing in advance of the employees that would be created by the hotel is preferable to the typical scenario where developers wait to build or provide their housing at the last possible minute — i.e., when the commercial development is finally complete at issuance of Certificate of Occupancy.

8. Who is going to live in these units?

Response: There is no way to predict accurately who will live in the units (i.e., how many remote workers, new workers, seasonal workers, etc.). This is a private development where the landowner can rent to whomever they please based on market conditions which change over time. However, for the deed-restricted units, we do know certain things about the future residents. For example, the 1 affordable unit will be occupied by a household that earns between 80%-120% of the Area Median Income. The 87 deed-restricted workforce units will be occupied by people who work in Teton County full-time (i.e., 30 hours a week), year-round (i.e., 10 months a year), and earn 75% of their income locally. At least one adult must work locally. The 107 market units have no occupancy restriction but must be rented long-term, which is currently 31 days or more.

9. What are the anticipated rents?

Response: The 107 market units have no rent restrictions and so future rents will be set by the landowner. Staff has no knowledge of what those rents will be, nor is a landowner obligated to divulge this private information. The one affordable 2-bedroom unit cannot be rented for more than $1,490 based on the 2023 Fair Market Rents chart found on the Jackson/Teton County Affordable Housing website. The 87 workforce deed-restricted units have no initial rent cap and can be rented for whatever the market will bear provided the occupant meets all the Housing Department's local residency and income qualifications. In addition, the workforce-restricted units must be occupied within 60 days after the issuance of a Certificate of Occupancy. Because the 2:1 workforce housing program is fairly new, data on what these units likely will be rented for is limited. However, the Housing Director, April Norton, is preparing data for Workforce Rental Program appendix for the Housing Supply Plan and will be prepared to verbally answer this question at the 2/6 Council meeting.

Below are market rental rates from 2019-2022 taken from the most recent Housing Supply Plan.



10. How could START be involved in this project?

Response: Currently START has 2 bus stops on either side of this development. To the east is a bus stop by the Maverick gas station that is approximately 1,000 feet in distance (1/5 mile) from the development. To the west is a bus stop by the Middle School that is also approximately 1,000 feet in distance from the development. START director Bruce Abel provided initial comments confirming that there are no concerns over capacity and that START currently operates 4 trips per hour along this stretch of road. After the first Council meeting, Mr. Abel did suggest that an additional bus stop should be provided directly in front of the development to reduce the walking distance and improve the attractiveness of public transit.

At this time staff is not recommending the provision of an additional bus stop because the two existing bus stops are still within the typical quarter mile (1,250 feet) standard used to trigger consideration of an additional bus stop. In addition, given the priority of adding an off-site left turn lane to serve the project, adding a bus turnout in the same area of ROW could create conflicts with other uses, including a future 10' wide bikeway and 5'-wide sidewalk.

11. How will rental agreements be managed? (This question was asked by a member of the public)

Response: The applicant states that rental agreements will be handled by a 3rd party management company and the deed-restricted units will be handled in conjunction with the Housing Authority.

12. Are leases transitional (i.e., short-term 1-3 years)? (This question was asked by a member of the public)

Response: The applicant states that there will be a mix of medium and long-term leases to corporate companies, families, and individuals.

13. Regarding the ratio of workforce units, is it ideal to have so many studios?

Response: The Housing Department states that we need all unit types and currently there are no studios in the housing development pipeline. One trend is that households are generally smaller and that families are choosing units based on what they can afford. As such, the large number of studio and 1-bedroom units should target a housing need that is not necessarily being met by other projects.

14. How many units are ADA capable?

Response: The applicant states that four (4) units will be ANSI Type 'A' units as required by the International Building Code. These are basically units that can be converted to ADA use.

15. What requirements are there for an EA?

Response: Because this property is not mapped within the Natural Resource Overlay (NRO), there is no regulatory requirement for an Environmental Analysis (EA). Also, because the property is not within 150' of a water resource with Cutthroat Trout spawning habitat or Trumpeter Swan nesting habitat, there are no additional environmental development constraints imposed by the LDRs.

16. How can student safety be improved on the sidewalks?

Response: The new detached sidewalk is much better than the existing attached sidewalk from a safety standpoint. The new detached sidewalk will run along +/-400 feet of the project's +/-500 feet of frontage.

17. Is the applicant open to changing the 2-bed affordable to 2 one-bed units?

Response: The applicant is open to discussing changing the two-bedroom affordable unit into 2 one-bedroom affordable units.

18. Is this property in the rockfall zone?

Response: From a regulatory standpoint, the Town has not adopted a rockfall zone or overlay. With that being said, the Town has been working to update our hillside regulations which include mapping rockfall hazard areas. A proposed rockfall map exists but said map has not been adopted into law and bears no regulatory authority over this development. Staff did a cursory review of the proposed rockfall map and found that the subject development is approximately 900 feet away (west) from the proposed rockfall zone.

RESPONSE LETTER TO CITY COUNCIL COMMENTS

PROJECT: The Loop - Apartments
1050 & 1080 S Park Loop Rd.
Jackson, WY

DATE: 01/23/2023

TO: Town of Jackson Planning Department
Attn: Tyler Valentine

FROM: Mogul Capital

VIA: EMAIL-Electronic

COPY TO: Tyler Valentine, Brad Wagstaff, Rachel Lambert, Calin Hills, Jackson Ferguson, Randy Schrauder & Jason MacKinnon

Dear Tyler,

Below are our responses to the comments that were provided by you based on feedback during the previous city council meeting. Our responses are noted in green. Items in red are to be responded to by staff or others.

1. Possible pedestrian access through the school? – Staff to respond.
   No public access allowed, no easements. School access is not appropriate at this location.
2. Condition #4 does not include timing on the turn lane, can we clarify that? – Response: We worked with Hales and SCG to come up with a turn lane design. Attached is a plan and cost estimate for review.
3. Can staff/applicant provide any more details on the traffic analysis and turn lane? – Response: We worked with Hales and SCG to come up with a turn lane design. Attached is a plan and cost estimate for review.
4. Need to demonstrate whether the ROW can be widened for the turn lane – Response: Based on the design for the conceptual turn lane the ROW does not need to be widened.
5. Can we get an idea of what “fair share” means? – Staff to respond.
   See development agreement.
6. How is this project linked to the north cache development? – Staff to respond.
   Stand alone.

7. Who is going to live in these units? – April/Staff to respond.
   Designed and sized for local employment.
8. What are the anticipated rents? April to respond.
   Market – "deed restricted" at discount to market.
9. How will START be involved in this project? – START to respond.
   We will work with Town and Start to discuss stop.
10. How will rental agreements be managed? – Response: rental agreements will be handled by a 3rd Party Management Company; Deed Restricted units will work with Housing Authority.
11. Are leases transitional (i.e., short-term 1-3 years)? – Response: Mix of medium, long-term leases. Mix of corporate, families, individuals
12. Regarding the ratio of workforce units, is it ideal to have so many studios? – April Norton to respond.
13. How many units are ADA capable? – Response: Four Units will be ANSI Type 'A' units as required by the IBC. These are basically units that can be converted to ADA use.
14. What requirements are there for an EA? – Staff to respond.
15. How can student safety be improved on the sidewalks? – Staff to respond.
16. Is the applicant open to changing the 2-bed affordable to 2 one-bed units? – Response: Open to discussion.
17. Is this property in the rockfall zone? - Staff to respond.
    No, our property is separated by road and 50' of easement from the hillside.

Thank you,

Steve Beesley, Senior Project Manager

Email: steve@desertedge.co

Cell: 714-943-5840

EXIST RETAINING WALL

EXIST CURB & GUTTER TO REMAIN

6140

REMOVE

REMAIN

4-FT BIKE LANE

REFERENCE LINE

6140

SPLR ROW PER MAP T-311-D

EXIST STORM INLET TO BE RELOCATED

EXIST CURB & GUTTER TO BE REMOVED ~650-LF

6140

CONTOURS PER T.C. GIS @ 2-FT INTERVALS

EXISTING 6' ATTACHED SIDEWALK TO REMAIN

TIE INTO EXIST SIDEWALK

SOUTH PARK LOOP ROAD COUNTY ROAD No. 22-1

FUTURE 8' CYCLE TRACK

NEW 6' CONC SIDEWALK

LAWN

REFERENCE LINE

SPLR ROW PER MAP T-311-D

4-FT BIKE LANE

EXIST CURB & GUTTER TO BE REMOVED ~650-LF

6140

4-FT BIKE LANE

11.0'

4.0'

SHEETS C13 & C14

SHEETS C11 & C12

REPLACE EXIST CURB CUT WITH STD CURB & GUTTER

LAWN

SOUTH PARK LOOP ROAD COUNTY ROAD No. 22-1

FUTURE 8' CYCLE TRACK

TO REMAIN

12.0'

NEW 6' CONC SIDEWALK

LAWN

LAWN

24.0'

LAWN

EAST BUILDING

WEST BUILDING

0 20 40

Summit Consulting Group

SCG

Civil + Geotechnical Engineering, Geology, Groundwater, and Construction Administration

P.O. Box 6482 • 2100 Wilson Road
Jackson, WY 83002 • • Jackson, WY 83001
www.scgengineering.com • • 307.413.4359

PROJECT TITLE:
THE LOOP
1050, 1060 & 1080
SOUTH PARK LOOP RD
TOWN OF JACKSON, WY

DRAWING TITLE:
SOUTH PARK LOOP RD
EXISTING CONDITIONS
EAST

REV.	DESCRIPTION:	BY:	DATE:
A	FOR TOJ REVIEW	RS	1/16/23

CHECKED BY: RS

PROJECT NO. 164-21-1

SCALE:
1"=20'
(24"x36" SHEET)

SHEET NO.
C11

EXIST RETAINING WALL TO REMAIN
EXIST CURB & GUTTER TO REMAIN
4-FT BIKE LANE TO REMAIN
4-FT BIKE LANE
6140
REFERENCE LINE
NEW CURB & GUTTER ~654-LF
4.0'
11.0'
START 220-FT SHIFT TAPER (20:1)
~120'
6140
RELOCATE EXIST STORM INLET
SPLR ROW PER MAP T-311-D
START 100-FT LANE TAPER (16:1) & 205-FT DECEL LANE
0.2'
NEW CURB & GUTTER ~654-LF
~100'
CONTOURS PER T.C. GIS @ 2-FT INTERVALS
6140
EXISTING 6' ATTACHED SIDEWALK TO REMAIN
TIE INTO EXIST SIDEWALK
~205'
SOUTH PARK LOOP ROAD COUNTY ROAD No. 22-1
3.0'
12.0'
8.0'
1.0'
~100'
REFERENCE LINE
SPLR ROW PER MAP T-311-D
4-FT BIKE LANE
4.0'
11.0'
FUTURE 8' CYCLE TRACK
NEW 6' CONC SIDEWALK
LAWN
NEW CURB & GUTTER ~654-LF
6140
11.0'
4.0'
11.0'
75.0'
STORAGE LANE
4-FT BIKE LANE
SHEETS C11 & C12
SHEETS C13 & C14
REPLACE EXIST CURB CUT WITH STD CURB & GUTTER
LAWN
SOUTH PARK LOOP ROAD COUNTY ROAD No. 22-1
FUTURE 8' CYCLE TRACK
12.0'
NEW 6' CONC SIDEWALK
LAWN
24.0'
LAWN
EAST BUILDING
WEST BUILDING
0
20
40

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PROJECT TITLE:
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1050, 1060 & 1080
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TOWN OF JACKSON, WY

DRAWING TITLE:
SOUTH PARK LOOP RD
PROPOSED CONDITIONS
EAST

REV.	DESCRIPTION:	BY:	DATE:
A	FOR TOJ REVIEW	RS	1/16/23

CHECKED BY: RS
PROJECT NO. 164-21-1

SCALE:
1"=20'
(24"x36" SHEET)

SHEET NO.
C12

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1050, 1060 & 1080
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TOWN OF JACKSON, WY

DRAWING TITLE:
SOUTH PARK LOOP RD
EXISTING CONDITIONS
WEST

REV.	DESCRIPTION:	BY:	DATE:
A	FOR TOJ REVIEW	RS	1/16/23

CHECKED BY: RS

PROJECT NO. 164-21-1

SCALE:
1"=20'
(24"x36" SHEET)

SHEET NO.
C13

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PROJECT TITLE:
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TOWN OF JACKSON, WY

DRAWING TITLE:
SOUTH PARK LOOP RD
PROPOSED CONDITIONS
WEST

REV.	DESCRIPTION:	BY:	DATE:
A	FOR TOJ REVIEW	RS	1/16/23

CHECKED BY: RS

PROJECT NO. 164-21-1

SCALE:
1"=20'
(24"x36" SHEET)

SHEET NO.
C14

Proposed Condition of approval for P22-141 [re: left turn lane]

The Applicant and Town shall agree to a Development Agreement prior to issuance of a Building Permit that includes, at least, the following terms:

a) The Applicant shall front the cost for the drafting and finalization of construction plans of the left turn lane and appurtenances, including design, survey, geotechnical investigation and design, and incidentals.
b) The total cost of design, drafting, survey, geotechnical, incidentals, hiring, management, appurtenances, construction of the left turn lane on South Park Loop Road shall be split as follows: Applicant 33% / Town 67%. Town and applicant shall find the total cost prior to construction start based on estimates. Pro rata true up of costs will be funded as required.
c) The Applicant shall be responsible for executing the construction of the left turn lane, appurtenances, and incidentals to Town Standards, which shall include the hiring, management, and payment of the contractor.
d) The Town shall own and pay for all maintenance and operating cost of the left turn lane in perpetuity following acceptance by the Town according to the development agreement.
e) The Applicant shall ensure that the left turn lane is constructed and operational prior to Certificate of Occupancy (C/O) of their two buildings, except Applicant shall be allowed to extend the date for completion for actions of the Town or other unforeseen circumstances beyond the applicant's control.
f) If the total design and construction cost of the turn lane exceeds $XXXX, then the parties shall discuss negotiating an updated cost share, delaying construction of the left turn lane, and any other reasonable option.

Turn Lane on Hill side Estimate				
WESTWOOD Curtis Proposal				
Description	Quantity	Unit	Unit Price	Amount
Removal of Curb & Gutter	650	LF	22	$14,300.00
Sawcut Asphalt	660	LF	2.3	$1,518.00
Asphalt Removal	2600	SF	2	$5,200.00
Removal of Storm Inlet	1	EA	1650	$1,650.00
Striping Removal	1	LS	8000	$8,000.00
Excavation	800	CY	95	$52,000.00
Subbase	630	TON	47	$29,610.00
3/4" crushed Base	420	TON	49	$20,580.00
Concrete Curb & Gutter	654	LF	93	$60,822.00
4" Asphalt Pavement	230	TON	246	$56,580.00
15" RCP Storm Pipe	10	LF	240	$2,400.00
Stormwater Inlet	1	EA	6350	$6,350.00
Striping	1	LS	3800	$3,800.00
Topsoil & Revegetation	1	LS	12000	$12,000.00
Block Wall	110	LF	171	$18,810.00
Traffic Control	1	LS	24000	$24,000.00
Mobilization & Supervision	1	LS	17500	$17,500.00
			Subtotal	**$335,120.00**

Estimated added items Non- Prevailing Wage		
Eng	$ 17,500.00	
Geo Tech	$ 15,000.00	subgrade soils and varying capcity for a 4' shoring wall, not include slope analysis or deep boring, not assuming an H-pile retain wall needed along full length, all based on GIS contours
Survey	$ 14,000.00	
Traffic Control	$ 50,000.00	
Soils testing	$ 15,000.00	
Concrete Density	$ 15,000.00	
Block wall	$ 95,000.00	
Crushed base	$ 60,000.00	
Supervision	$ 20,000.00	
Subtotal	**$ 301,500.00**	

Total Budget **$636,620.00**

Fair Share Split:	
Mogul 33%	**$ 210,084.60**
TOJ 67%	**$ 426,535.40**

Project Plan Review History

PLANNING

Project Number P22-141
Project Name Dev. Plan - 1050,1060,1080 South Park Loop Rd.
Type DEVPLAN
Subtype
Status STAFF REVIEW

Applied 6/1/2022 AL
Approved
Closed
Expired
Status

Applicant Mogul Hospitality Partners
Owner MIDWAY HOSPITALITY PARTNERS, L

Site Address	City	State	Zip
1050 South Park Loop Road	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
	22401606100010	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Kelly Sluder (6/23/2022 11:24 AM KS) Structures must meet the current adopted Building Codes at the time of jpermit submital	APPROVED W/CONDITI	6/1/2022	6/23/2022	6/23/2022	
Building Kelly Sluder (8/23/2022 3:04 PM KS) Structures must meet the current adopted Building Codes at the time of permit submital	APPROVED W/CONDITI	8/10/2022	8/25/2022	8/23/2022	
Fire Kathy Clay		8/10/2022	8/25/2022		
Fire Kathy Clay	APPROVED W/CONDITI	6/1/2022	6/23/2022	10/3/2022	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes

(10/3/2022 8:42 AM TV)

While I understand the Town's concern and goal of providing more green space for this area and the residents of these buildings, entirely removing access to the lobby area and ultimately the interior of the East building directly from South Park Loop Road is not practical for the following reasons.

Buildings or facilities exceeding 30' or three (3) stories in height shall have no fewer than two means of fire apparatus access for each structure. Additionally, a building must have access so that fire apparatus can drive within 50' of an exterior door that allows access to the interior. Three of the four egress doors for this building immediately face South Park Loop Road including the building's main lobby. If the proposed access/parking area is removed, these minimum requirements will not be met.

I understand the FDC for the East building is expected to be provided on the West side of the building, with access for fire apparatus in the lane between the East and West buildings. This access lane is currently identified as having a 12-14% grade. While I understand the developer is working to refine this slope and put in place a snow melt system, with this central lane as the only road to the East building for FD access, during the winter months the trucks and crews could be put in a potentially hazardous situation.

If I did the math correctly, the East building provides roughly 15% more in residential and parking spaces than the West building. Due to the size of this building and this increase in population, we might naturally see an increase in call volume to the East Building. In any given situation where fire apparatus is on scene in conjunction with an EMS apparatus, the option of having two access areas allows the crews to better coordinate response and emergency medical care. EMS providers frequently face challenges in gaining access to patients to provide care. Limiting their access to the building primarily via the parking garage areas would create such a challenge.

At a minimum and in lieu of the parking blueprint for this area as proposed below, a designated fire lane from South Park Loop Road to the lobby area of the East building could be created with an approved driving surface capable of supporting the imposed load of fire/EMS apparatus. The road would need to meet the minimum specifications for width, including an increase in width in the immediate vicinity of the building or portion thereof for aerial fire apparatus unless a Class 1 standpipe from the lowest level of fire department vehicle access to all roof surfaces is provide through an enclosed stairway, turning radius and must include any dead-end road requirements if applicable. This road could also be secured by a gate accessible only to Fire/EMS apparatus.

This is the initial 2¢ from a Fire/EMS perspective.

Please let me know if there is anything else.

Best regards,
Lisa

Joint Housing Dept Stacy Stoker		6/1/2022	6/23/2022		
Joint Housing Dept Kristi Malone	APPROVED W/CONDITI	8/10/2022	8/25/2022	9/6/2022	See Notes

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes

The applicant is requesting approval of a Development Plan for a 228-unit apartment complex of approximately 274,905 square feet on a 2.09-acre site zoned CR-3. The project uses the Workforce Housing Floor Area Bonus (LDR Sec. 7.8.4) and the Workforce Housing Incentive for Additional Height (LDR Sec. 2.2.13.E.4) to achieve the proposed density and intensity of development. In summary, this Development Plan proposes 122 unrestricted apartments via base zoning allowance and the Floor Area Bonus tool, and 106 restricted apartments generated by Housing Mitigation requirements, Floor Area Bonus standards, and Additional Height Bonus standards. Of the restricted apartments, 105 are required to be Workforce restricted and one is required to be restricted for 80-120% Median Family Income Affordability range.

If any additional units are proposed to be used to satisfy housing mitigation requirements for future development, they should be banked now, or at a minimum, designed to meet current Livability Standards. Livability Standards may change in the future and the applicant is responsible for any remodeling or improvements required to meet future Livability Standards at the time the unit is deed restricted to meet mitigation requirements. If “banked” now via deed restriction, the units are subject to current Livability Standards and are not impacted by future changes to Livability Standards regardless of when the banked units are used.

If the employee generating development is approved to be constructed in phases, the required affordable workforce housing shall be provided in proportion to the phases of the employee generating development. The phasing plan shall be established in the Housing Mitigation Plan submitted with the first Building Permit application. The phasing plan shall require a recalculation of the amount of affordable workforce housing required at each phase.

The Housing Department recommends that the following conditions be added if the proposed Development Plan is approved:

1. Required components of livability. Each required Affordable or Workforce housing unit shall include, at a minimum, the components of livability required by the Housing Department Rules and Regulations.

a. Prior to applicant’s submittal of Building Permit, the Livability Standards Questionnaire shall be completed and submitted to the Housing Department for review along with floor plans that include dimensions and a functional furniture placement diagram. A letter from the Housing Department will be issued to the applicant stating whether the unit(s) are compliant with Livability Standards or whether there are required changes. A Livability Standards Approval Letter is required to be submitted to the Planning Department along with submittal for Building Permit.

b. Prior to issuance of Certificate of Occupancy, the Housing Department shall inspect the site to ensure units were built to approved plans.

2. Deed Restriction. To ensure compliance with the standards of the Town of Jackson Land Development Regulations and the Housing Department Rules & Regulations, the property shall be subject to a deed restriction, in perpetuity, in a form established and approved by the Housing Department.

a. Prior to issuance of Certificate of Occupancy, a special restriction drafted by the Housing Department using the applicable approved Restriction Template will be recorded on the units/property. The applicant will be responsible for payment of recording fees. The applicant or applicant's agent(s) shall attend a Compliance Conference with the Housing Department.

Legal		8/10/2022	8/25/2022	
Lea Colasuonno				

Legal		6/1/2022	6/23/2022	
Lea Colasuonno				

Parks and Rec	APPROVED W/CONDITI	6/1/2022	6/23/2022	6/21/2022
Steve Ashworth				

(6/21/2022 10:25 AM AL)

Comments from P&R on P22-141: Some of the perennials in the planting schedule can be difficult to establish in our climate. Substitutions that have a similar form but require less maintenance and water could be considered.

Thanks,

Rachel

Parks and Rec	NO COMMENT	8/10/2022	8/25/2022	8/22/2022
Steve Ashworth				

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Pathways Brian Schilling		8/10/2022	8/25/2022		
Pathways Brian Schilling	APPROVED W/CONDITI	6/1/2022	6/23/2022	6/28/2022	

(6/28/2022 2:57 PM AL)
P22-141 - 1050, 1060, 1080 South Park Loop Rd. – The Loop – Development Plan
Comments from Teton County/TOJ Pathways Department
June 28, 2022
Status: approved w/conditions

- Staff wishes to acknowledge the applicant's efforts in addressing comments from the pre-app.
- Cycle Track and Sidewalk
  - Ensure that the sloped portions of the three driveway ramps that cross the sidewalk and (future) cycle track do not encroach on the space reserved for the cycle track or sidewalk.
  - Staff recognizes that it may not be practical to construct just 400 feet or so of cycle track and that it may be preferred to wait until it is possible to extend the cycle track to the west and the east. At a minimum, however, space should be reserved for future construction of the cycle track. If the cycle track is not constructed as part of this project, the sidewalk and driveways should be designed and constructed with the future cycle track in mind so that there is minimal disruption to existing facilities when the cycle track is eventually constructed.
  - It is recommended that the applicant provide a bond to construct that portion of the cycle track as part of a future Town of Jackson streetscape improvement project.
- Driveways
  - Any interfaces between the driveways and the sidewalk and/or cycle track shall be constructed so that the sidewalk/cycle track remains at a consistent vertical alignment with the sidewalk/cycle track legs on either side of the driveway that is raised above the elevation of the driveway. The sidewalk/cycle track shall not ramp down when crossing the driveway access, rather the driveway should rise to the level of the sidewalk/cycle track. Any vertical change from the street elevation to the sidewalk elevation should be restricted to the driveway apron in the buffer space between the cycle track/sidewalk and the street. Concrete sidewalk surfaces and texture and the cycle track surfaces and texture shall continue uninterrupted acrossthe entire access driveway.
- Bicycle Parking
  - Please provide a standard detail for the bike parking racks and spaces.
  - The style for short-term bike parking shall be one or more "single inverted-U" racks or substitute style approved by the Pathways Coordinator. "Wave," "ribbon," and "toaster" style racks shall not be used. The best location for a rack area is immediately adjacent to the entrance it serves.
  - For long-term parking, clustered inverted-U bike racks, wall racks, or external bike lockers are appropriate.
  - Outdoor bike parking should be constructed on a concrete pad. Grass surfaces will quickly deteriorate into mud from foot traffic during wet seasons and will be difficult to keep clear of snow. Also, a concrete surface will provide a more secure mounting surface for the racks and will discourage theft.
  - Staff supports including the bike parking towards the landscape surfacing requirement so that bike parking does not detract from the applicant's landscape requirements. Conversion of car parking spots to bike parking would also be supported.
  - Jackson Hole Community Pathways will be happy to provide additional background information and guidance on site selection, layout, rack specification, and rack installation.

Planning Paul Anthony		8/10/2022	8/25/2022		
Planning Tyler Valentine	APPROVED W/CONDITI	6/1/2022	6/23/2022	8/24/2022	

Type of Review / Contact	Status	Dates: Sent	Due	Received	Remarks
Notes					
(8/24/2022 8:22 AM TV) Applicant needs to ensure that sufficient ADA parking is provided for each building. Please refer to LDR Section 6.2.2.C - Required Disability Parking. This property has a 10' parking setback measured from the front property line. This needs to be shown on the site plan and will likely impact the surface parking spaces. Please clarify if the applicant plans to meet their required housing mitigation by providing an affordable housing unit instead of paying the fee. That is how it appears in the housing mitigation, but I need to confirm. Please show the driveway/curb cut widths on the site plan and how they each comply with the max width of 24'.					
Police Michelle Weber		6/1/2022	6/23/2022		
Police Michelle Weber		8/10/2022	8/25/2022	8/11/2022	see comments
(8/11/2022 9:10 AM AL) My concerns are parking (is there enough to accommodate those living there?) and two the impacts this development will have on South Park Loop, particularly during school hours. Turning left during school hours onto South Park Loop will be nearly impossible. Additionally, because I drive this stretch daily, I've observed near collisions when vehicles are trying to turn left into the new development that was just built, with more housing this will only exasperate the current situation. I do not have any recommendations, but those are my concerns. Thanks! Michelle Weber					
Public Works Scott Mohror		6/1/2022	6/23/2022		VOIDED (BTL 9/19/2022)
Public Works Brian Lenz	APPROVED W/CONDITI	8/10/2022	8/25/2022	10/20/2022	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes
(10/20/2022 11:44 AM BTL)
Development Plan – Approved with Conditions

P22-141
ADDRESS: 1050, 1060, and 1080 South Park Loop Rd
OWNER: Mogul Hospitality Partners et al
APPLICANT: Jason MacKinnon / Design Assoc.

10/20/2022
Scott Mohror, Brian Lenz, (307) 733-3079

DATE OF SUBMITTAL: 8/10/2022
DATE OF MATERIALS: 5/18/2022
REVISION NO.: 01

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. C3: Existing water wells are to be abandoned and water rights addressed per DEQ rules, the state engineer, and state statute.
2. C4: Revise plan as necessary to accommodate the Town's preferred street frontage and demonstrate that the plan is compatible with future bicycle and pedestrian improvements. A development agreement should be entered with the developer to construct to the extent practical bicycle and pedestrian facilities that are not required as part of the development in conjunction with the construction of the development.
3. [SEE 11/30/2022 UPDATE] C4/TIS: The street frontage shall be revised to demonstrate that the proposed plan will accommodate auxiliary lanes for turn movement access to the project. Demonstration shall include conceptual design of the planned lanes and reasonable assurance that the plan will function vertically with the design as well. All necessary auxiliary lanes serving the development should be built as part of the project and not by the Town at a future date as recommended in the TIS. Any portion of the improvements that would benefit the Town or other private properties should be negotiated through a development agreement.
4. Applicant to identify which utilities are publicly and privately owned. All publicly owned utilities must be provided with adequate easements to maintain and operate, e.g. stormwater main. Private utilities that service adjacent properties require an agreement for the ongoing use of the utilities by other properties, e.g. sanitary sewer.
5. Recommends that agreements with the ditch owners be recorded.
6. The proposed Stormtech chamber bed should have a WYDEQ 5D2 permit.
7. The project shall preserve and maintain access to the Robinson properties to the west via the westernmost access.
8. C7: Provide insulation for the sanitary sewer where the irrigation ditch crosses over with only 2.7' of clearance.
9. Sheet C7 under Sanitary Sewer Note 6.1, correct "Poly" sewer pipe with "PVC".
10. TIS: The Traffic Impact Study should be updated to address or respond to review comments from WYDOT and Jorgensen Associates provided under separate transmittal.
11. The development will create an additional demand on postal services and an agreement with the US Postal Service for delivery to the development or for a private delivery service should be provided to reduce trips to the post offices and in turn traffic.

ToJ CODE
12. Show all encroachments into the Town's right-of-way or easements. Encroachment agreements are required for encroachments of buildings, retaining walls, foundations, canopies, balconies, roofs, shoring, etc.
a. Show the height of the proposed retaining wall at the west upper parking level entrance that encroaches into the right-of-way along with the proposed wall on the east corner of the building. Walls higher than 4 feet require an Encroachment Agreement with the Town.

LAND DEVELOPMENT REGULATIONS
13. Development shall comply with the physical development standards for its zoning.

5.5 LANDSCAPING STANDARDS
14. Provide a plan that complies with the LDRs and addresses erosion control.
15. Verify with Planning those trees and shrubs shown in ROW along with ornamental grasses are approved species.

16. Trees that are proposed over Stormtech structure and box culvert may cause root issues in the future. Trees in the drainage easement may not be allowed.

5.7 GRADING, EROSION CONTROL, AND STORMWATER
5.7.1.D.6 Stormwater Management Plan:
17. Submit a stormwater management plan, prepared by an engineer or landscape architect licensed in the State of Wyoming.
18. If it is necessary to determine compliance with Sec. 5.7.4., the stormwater management plan shall be approved by the Town Engineer prior to any physical development.
5.7.2 Grading Standards:
19. Provide a grading plan that shows compliance with this section. Plan shall include existing and proposed site contours with elevation labels, spot elevations, high and low points, grade breaks.
20. Provide easements for grading proposed on adjacent properties.
5.7.3 Erosion Control Standards:
21. Provide an erosion control plan that shows compliance with this section.
5.7.3.B.4.c
22. Runoff from the entire disturbed area on the site shall be controlled by filter fences, straw bales, or equivalent control measures placed along all side slope and down slope sides of the site.
23. If a channel or area of concentrated runoff passes through the site, filter fences shall be placed along the channel edges to reduce sediment reaching the channel.
5.7.4 Stormwater Management Standards:
24. Provide an erosion control plan that shows compliance with this section.
5.7.4.B.1 Storage Capacity:
25. All stormwater storage facilities shall be designed with sufficient capacity to maintain a post-development runoff rate that is equal to or lower than the pre-development runoff rate.
26. The stormwater storage facilities shall be designed for the range of storms from the 1-year through 100-year storm events.

6.2 PARKING AND LOADING STANDARDS
6.2.2 Required Parking and Loading:
27. Provide a plan that shows the proposed parking in compliance with this section. Include location and dimension of parking spaces, accessible spaces, including van accessible spaces, and bicycle parking.
28. For uses thatrequire delivers, show the proposed loading facilities.

6.2.2.C.4 Dimensions.
29. Parking spaces provided for use by disabled persons shall be a minimum of 8 feet wide by 20 feet long with an adjacent parallel access aisle 5 feet wide. The adjacent parallel access aisle may be shared by 2 disability parking spaces.
30. Provide parking spaces and accessible parking spaces as required by the Land Development Regulations. Note on the plans whether underground parking alternative dimensions are being used.
6.2.2.C.5 Posted and Marked.
31. ADA parking spaces shall be posted and marked with both a ground-mounted sign and pavement marking which includes the international symbol for barrier-free environments and a statement informing the public that the parking space is reserved for use by disabled persons.
6.2.5 Off-Street Parking and Loading Design Standards:
32. Provide a parking plan in compliance with this section. Include surface materials and drainage plans, access and circulation, and snow storage.

7.6 TRANSPORTATION FACILITY STANDARDS
7.6.2 Access to Roads, Streets and Highways:
33. Provide a plan showing the point of access. Show compliance with the standards for access. All accesses shall be driveways without curb return radii.
7.6.3 Streets and Easements:
34. Provide a plan showing all proposed streets, and easements. Show compliance with the general standards, extension, engineering access, right-of-way, pavement widths, urban and rural classification, alignment, profile, grades, and intersections.
7.6.4 Street and Road Standards (section not used, for reference):
35. 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.

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					

7.7 – REQUIRED UTILITIES

7.7.2 Potable Water Supply:

36. State whether the water system will be privately or publicly owned.
37. Provide a water supply plan and estimated average day, maximum day, and maximum hour, required fire flows, and per capita maximum daily demands. Demands shall be determined by one of the following: Wyoming DEQ Chapter 12 Section 8 (equivalent per capita water use shall be at least 125 gpd and 340 gpd for average and maximum day respectively); Wyoming DEQ Chapter 25 Tables 1 and 2 with consumption and irrigation factored in, metered water supply data from another development where similar water demands have been demonstrated, or other Town Engineer approved source.
38. Provide right-of-way or easements as required, 30 feet minimum width with 10 feet minimum to either side.
39. Provide a water system analysis indicating the required domestic and fire flow demands. Identify impacts to or upgrade requirements for the existing distribution, supply, or treatment system.
40. If inadequate for services, the developer shall pay for any extensions or upsizing necessary to connect the proposed development to adequate utility lines.
41. Show compliance with state regulations, construction standards, connections for lots of record, provisions for system expansion, and fire protection. Provide information on planned metering and backflow prevention locations.
42. Water services over 2-inch in diameter require engineering design. Water mains larger than 8-inch and or longer than 250 feet require a Wyoming DEQ permit.

7.7.3 Sanitary Sewer System:

43. Provide a sanitary sewer wastewater plan and estimated average day, maximum day, and peak hour for the design of the project, per capita design flows, extraneous flows, and industrial and/or commercial waste volumes. Volumes shall be determined by one of the following: Wyoming DEQ Chapter 25 Tables 1 and 2; metered water supply data from another development where similar water demands have been demonstrated; or other Town Engineer approved source.
44. Provide right-of-way or easements as required, 30 feet minimum width with 10 feet minimum to either side.
45. Provide a sanitary sewer analysis. Identify downstream impacts on existing sewers, lift stations, and treatment facilities.
46. If inadequate for services, the developer shall pay for any extensions or upsizing necessary to connect the proposed development to adequate utility lines.
47. Show compliance with state regulations, construction standards, maximum allowable infiltration, connections for lots of record, provisions for system expansion.
48. Sand/oil separator will be required for the parking area prior to effluent entering the sanitary sewer collection system.
49. State whether the sewer system will be privately or publicly owned.

7.7.4 Irrigation System:

1. Provide a plan that displays a 15’ irrigation ditch setback.
2. For all systems provide the irrigation water demand, type of backflow preventer, location, and whether irrigation will be metered separately from domestic.
3. Show compliance with surface water rights (if applicable), irrigation surface water runoff, setbacks to ditches, and access to ditches.
4. Show compliance to standards for any alteration of an irrigation ditch.

7.7.5 Other Utilities:

5. Provide a plan for all other utilities, such as telephone, cable TV, electric, fiber, gas. All utilities shall be installed underground.
6. Provide right-of-way or easements as required. Show that private utilities can be located on private properties, e.g., transformers.

Public Works Brian Lenz		11/3/2022	11/30/2022	11/30/2022	VOIDED (TV 11/29/2022)

Public Works Brian Lenz	APPROVED W/CONDITI	11/29/2022	11/30/2022	11/30/2022	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes
(11/30/2022 11:12 AM BTL)
AMMENDMENT TO 10/20/2022 CONDITIONS

P22-141

11/30/2022
Brian Lenz, (307) 733-3079

The following comments are amendments to comments provided on 10/20/2022 and are based on additional information and meetings with the applicant.

PROJECT SPECIFIC COMMENTS
3. [11/30/2022 BTL REVISION] C4/TIS: The design team demonstrated that a left turn lane could be added while maintaining the proposed curb line with northern expansion of the roadway. Based on modeling, the proposed development does not impact the Level of Service (LOS) of South Park Loop Road (SPLR) and does not warrant an auxiliary left turn lane. However, safety issue caused by SPLR westbound vehicles slowing behind left-turners may be of more concern before the degradation of the LOS for that movement. If a left turn auxiliary lane to accommodate the development is desired in conjunction with the construction of the development, then the developer should be responsible for any portion of improvements to the SPLR proportional to the developments use of the roadway, e.g. by their portion of the traffic volume, and responsibility and costs should be negotiated through a development agreement.

START		6/1/2022	6/23/2022		
Darren Brugmann					
START		8/10/2022	8/25/2022		
Darren Brugmann					

DEVELOPMENT PLAN APPLICATION FOR THE LOOP HOUSING PROJECT



APPLICANT:

MOGUL CAPITAL

Mogul Hospitality Partners, LLC
210 E Main St, Midway, Utah 84049
435-654-5030

PREPARED BY:

FFKR ARCHITECTS

730 Pacific Ave.
Salt Lake City, Utah 84104
801-521-6186

SUBMITTED BY:

Project Architect
O - 307-733-3600
C - 307-264-9070
Jason@dajh.com

TOWN OF JACKSON

Resubmittal Date: November 3, 2022
Submittal Date: Aug 13th, 2022
FFKR Architects Project No. 21000-108
TOJ #

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SECTION ONE
OVERVIEW

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October 31, 2022

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

RE: Public Works Comments

REMARKS:
We offer these responses to the Public Works Department's Development Plan Review received on October 24th, 2022. Responses have been made in red.

- **While I understand the Town's concern and goal of providing more green space for this area and the residents of these buildings, entirely removing access to the lobby area and ultimately the interior of the East building directly from South Park Loop Road is not practical for the following reasons.**

  Buildings or facilities exceeding 30' or three (3) stories in height shall have no fewer than two means of fire apparatus access for each structure. Additionally, a building must have access so that fire apparatus can drive within 50' of an exterior door that allows access to the interior. Three of the four egress doors for this building immediately face South Park Loop Road including the building's main lobby. If the proposed access/parking area is removed, these minimum requirements will not be met.

  I understand the FDC for the East building is expected to be provided on the West side of the building , with access for fire apparatus in the lane between the East and West buildings. This access lane is currently identified as having a 12-14% grade. While I understand the developer is working to refine this slope and put in place a snow melt system, with this central lane as the only road to the East building for FD access, during the winter months the trucks and crews could be put in a potentially hazardous situation.

  If I did the math correctly, the East building provides roughly 15% more in residential and parking spaces than the West building. Due to the size of this building and this increase in population, we might naturally see an increase in call volume to the East Building. In any given situation where fire apparatus is on scene in conjunction with an EMS apparatus, the option of having two access areas allows the crews to better coordinate response and emergency medical care. EMS providers frequently face challenges in gaining access to patients to provide care. Limiting their access to the building primarily via the parking garage areas would create such a challenge.

  At a minimum and in lieu of the parking blueprint for this area as proposed below, a designated fire lane from South Park Loop Road to the lobby area of the East building could be created with an approved driving surface capable of supporting the imposed load of fire/EMS apparatus. The road would need to meet the minimum specifications for width, including an increase in width in the immediate vicinity of the building or portion thereof for aerial fire apparatus unless a Class 1 standpipe from the lowest level of fire department vehicle access to all roof surfaces is provide through an enclosed stairway, turning radius and must include any dead-end road requirements if applicable. This road could also be secured by a gate accessible only to Fire/EMS apparatus. The Proposed Conditions Site Plan (sheet C4) has been revised to reflect the 24-ft wide

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east building fire apparatus access. The access will remain ungated. Class 1 standpipes will be added to each building at the lower level for fire department use. The design will be provided at time of building permit.

- **The applicant is requesting approval of a Development Plan for a 228-unit apartment complex of approximately 274,905 square feet on a 2.09-acre site zoned CR-3. The project uses the Workforce Housing Floor Area Bonus (LDR Sec. 7.8.4) and the Workforce Housing Incentive for Additional Height (LDR Sec. 2.2.13.E.4) to achieve the proposed density and intensity of development. In summary, this Development Plan proposes 122 unrestricted apartments via base zoning allowance and the Floor Area Bonus tool, and 106 restricted apartments generated by Housing Mitigation requirements, Floor Area Bonus standards, and Additional Height Bonus standards. Of the restricted apartments, 105 are required to be Workforce restricted and one is required to be restricted for 80-120% Median Family Income Affordability range.**

  If any additional units are proposed to be used to satisfy housing mitigation requirements for future development, they should be banked now, or at a minimum, designed to meet current Livability Standards. Livability Standards may change in the future and the applicant is responsible for any remodeling or improvements required to meet future Livability Standards at the time the unit is deed restricted to meet mitigation requirements. If "banked" now via deed restriction, the units are subject to current Livability Standards and are not impacted by future changes to Livability Standards regardless of when the banked units are used. If the employee generating development is approved to be constructed in phases, the required affordable workforce housing shall be provided in proportion to the phases of the employee generating development. The phasing plan shall be established in the Housing Mitigation Plan submitted with the first Building Permit application. The phasing plan shall require a recalculation of the amount of affordable workforce housing required at each phase. Owner will comply with all these workforce housing regulations for this project.

  The Housing Department recommends that the following conditions be added if the proposed Development Plan is approved:
  1. Required components of livability. Each required Affordable or Workforce housing unit shall include, at a minimum, the components of livability required by the Housing Department Rules and Regulations. This project will comply with these regulations.
  a. Prior to applicant's submittal of Building Permit, the Livability Standards Questionnaire shall be completed and submitted to the Housing Department for review along with floor plans that include dimensions and a functional furniture placement diagram. A letter from the Housing Department will be issued to the applicant stating whether the unit(s) are compliant with Livability Standards or whether there are required changes. A Livability Standards Approval Letter is required to be submitted to the Planning Department along with submittal for Building Permit. See attached livability questionnaires for all workforce housing units. These will be sent to the housing authority prior to us submitting for a building permit.
  b. Prior to issuance of Certificate of Occupancy, the Housing Department shall inspect the site to ensure units were built to approved plans. This project will comply with these inspections.
  2. Deed Restriction. To ensure compliance with the standards of the Town of Jackson Land Development Regulations and the Housing Department Rules & Regulations, the property shall be subject to a deed restriction, in perpetuity, in a form established and approved by the Housing Department. This project will comply with these regulations.
  a. Prior to issuance of Certificate of Occupancy, a special restriction drafted by the Housing Department using the applicable approved Restriction Template will be recorded on the

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units/property. The applicant will be responsible for payment of recording fees. The applicant or applicant's agent(s) shall attend a Compliance Conference with the Housing Department. The owner will comply with these requirements for the project.

- Comments from P&R on P22-141: Some of the perennials in the planting schedule can be difficult to establish in our climate. Substitutions that have a similar form but require less maintenance and water could be considered. Please specify which plants you are concerned with and we can look at replacements.

- Cycle Track and Sidewalk
  - o Ensure that the sloped portions of the three driveway ramps that cross the sidewalk and (future) cycle track do not encroach on the space reserved for the cycle track or sidewalk. Noted and will be addressed at time of building permit.
  - o Staff recognizes that it may not be practical to construct just 400 feet or so of cycle track and that it may be preferred to wait until it is possible to extend the cycle track to the west and the east. At a minimum, however, space should be reserved for future construction of the cycle track. If the cycle track is not constructed as part of this project, the sidewalk and driveways should be designed and constructed with the future cycle track in mind so that there is minimal disruption to existing facilities when the cycle track is eventually constructed. Noted. Space has been provided as defined on the Proposed Conditions Site Plan (sheet C4).
  - o It is recommended that the applicant provide a bond to construct that portion of the cycle track as part of a future Town of Jackson streetscape improvement project. Noted.

- Driveways
  - o Any interfaces between the driveways and the sidewalk and/or cycle track shall be constructed so that the sidewalk/cycle track remains at a consistent vertical alignment with the sidewalk/cycle track legs on either side of the driveway that is raised above the elevation of the driveway. The sidewalk/cycle track shall not ramp down when crossing the driveway access, rather the driveway should rise to the level of the sidewalk/cycle track. Any vertical change from the street elevation to the sidewalk elevation should be restricted to the driveway apron in the buffer space between the cycle track/sidewalk and the street. Concrete sidewalk surfaces and texture and the cycle track surfaces and texture shall continue uninterrupted across the entire access driveway. Noted and will be addressed at time of building permit.

- Bicycle Parking
  - o Please provide a standard detail for the bike parking racks and spaces. See added sheet DR501-DETAILS and the attached cutsheet in the appendix.
  - o The style for short-term bike parking shall be one or more "single inverted-U" racks or substitute style approved by the Pathways Coordinator. "Wave," "ribbon," and "toaster" style racks shall not be used. The best location for a rack area is immediately adjacent to the entrance it serves. See added sheet DR501- DETAILS. Refer to DRE101 and DRW101 for locations of surface "single inverted-U" bike racks.
  - o For long-term parking, clustered inverted-U bike racks, wall racks, or external bike lockers are appropriate. See attached cutsheet in the appendix for two tier bike racks which are located in the parking garage level. Refer to DRE100.1, DRE100.2, DRW100.1, and DRW100.2 for locations of the two tier bike racks.
  - o Outdoor bike parking should be constructed on a concrete pad. Grass surfaces will quickly

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deteriorate into mud from foot traffic during wet seasons and will be difficult to keep clear of snow. Also, a concrete surface will provide a more secure mounting surface for the racks and will discourage theft. See added sheet DR501-DETAILS.

- Applicant needs to ensure that sufficient ADA parking is provided for each building. Please refer to LDR Section 6.2.2.C - Required Disability Parking. Per LDR Section 6.2.2.C, the required amount of ADA parking is (8). (8) ADA stalls are provided. (6) located in the parking garage, (2) located in surface parking.

- This property has a 10' parking setback measured from the front property line. This needs to be shown on the site plan and will likely impact the surface parking spaces. Noted. The parking has been moved to as defined on the Proposed Conditions Site Plan (sheet C4) to comply with the 10-ft parking setback.

- Please clarify if the applicant plans to meet their required housing mitigation by providing an affordable housing unit instead of paying the fee. That is how it appears in the housing mitigation, but I need to confirm. Confirmed. Ownership will elect to dedicate a 2-Bedroom Unit for the affordable housing requirement in lieu of paying the fee.

- Please show the driveway/curb cut widths on the site plan and how they each comply with the max width of 24'. Noted. The 24-ft wide curb cuts are defined on the Proposed Conditions Site Plan (sheet C4).

- My concerns are parking (is there enough to accommodate those living there?) and two the impacts this development will have on South Park Loop, particularly during school hours. Turning left during school hours onto South Park Loop will be nearly impossible. Additionally, because I drive this stretch daily, I've observed near collisions when vehicles are trying to turn left into the new development that was just built, with more housing this will only exasperate the current situation. The Traffic Impact Study (TIS) does not indicate a level of service drop that warrants modifications to SPLR.

- PROJECT SPECIFIC COMMENTS
  - o 1. C3: Existing water wells are to be abandoned and water rights addressed per DEQ rules, the state engineer, and state statute. A note has been provided to address the abandonment of the wells and water rights.
  - o 2. C4: Revise plan as necessary to accommodate the Town's preferred street frontage and demonstrate that the plan is compatible with future bicycle and pedestrian improvements. A development agreement should be entered with the developer to construct to the extent practical bicycle and pedestrian facilities that are not required as part of the development in conjunction with the construction of the development. Noted. Space has been provided as defined on the Proposed Conditions Site Plan (sheet C4)
  - o 3. C4/TIS: The street frontage shall be revised to demonstrate that the proposed plan will accommodate auxiliary lanes for turn movement access to the project. Demonstration shall include conceptual design of the planned lanes and reasonable assurance that the plan will function vertically with the design as well. All necessary auxiliary lanes serving the development should be built as part of the project and not by the Town at a future date as recommended in the TIS. Any portion of the improvements that would benefit the Town or other private properties should be negotiated through a development agreement. The Traffic Impact Study (TIS) does not indicate a level of service drop that warrants modifications to SPLR.
  - o 4. Applicant to identify which utilities are publicly and privately owned. All publicly owned utilities must be provided with adequate easements to maintain and operate, e.g. stormwater main. Private utilities that service adjacent properties require an agreement for the ongoing use of the utilities by other properties, e.g. sanitary sewer. Noted. Sheet C6 Overall Utility Site Plan defines publicly and privately owned utilities along with transition points (where necessary). The properties are currently serviced by the existing private sanitary sewer main. No further agreement is necessary. The existing sanitary sewer services and a portion of the dead-end main,

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will be abandoned and re-routed. The re-routed sanitary sewer main will be placed back into a 20-ft easement. The map of survey, T-311-D, will be revised to reflect the easement modifications.

- 5. Recommends that agreements with the ditch owners be recorded. Noted.
- 6. The proposed Stormtech chamber bed should have a WYDEQ 5D2 permit. Noted and will be addressed at time of building permit.
- 7. The project shall preserve and maintain access to the Robinson properties to the west via the westernmost access. Noted. Space has been provided as defined on the Proposed Conditions Site Plan (sheet C4). The existing curb cut used for the Robinsons will remain in place.
- 8. C7: Provide insulation for the sanitary sewer where the irrigation ditch crosses over with only 2.7' of clearance. Noted. Sheet C7 has been revised to add the insulation.
- 9. Sheet C7 under Sanitary Sewer Note 6.1, correct "Poly" sewer pipe with "PVC". Noted. Sheet C7 has been revised.
- 10. TIS: The Traffic Impact Study should be updated to address or respond to review comments from WYDOT and Jorgensen Associates provided under separate transmittal. The responses to the review comments have been provided as a part of this submittal.
- 11. The development will create an additional demand on postal services and an agreement with the US Postal Service for delivery to the development or for a private delivery service should be provided to reduce trips to the post offices and in turn traffic . US Postal Service for delivery will not be provided on-site.

- ToJ CODE
  - 12. Show all encroachments into the Town's right-of-way or easements. Encroachment agreements are required for encroachments of buildings, retaining walls, foundations, canopies, balconies, roofs, shoring, etc. Noted and will be addressed, if necessary, at building permit.
    - a. Show the height of the proposed retaining wall at the west upper parking level entrance that encroaches into the right-of-way along with the proposed wall on the east corner of the building. Walls higher than 4 feet require an Encroachment Agreement with the Town. West upper parking level entrance wall has been removed. All other walls will be placed, at a maximum, along the property line. If wall heights exceed 4-feet, Encroachment Agreements will be applied for at time of building permit.

- LAND DEVELOPMENT REGULATIONS
  - 13. Development shall comply with the physical development standards for its zoning. Noted. The Proposed Conditions Site Plan (sheet C4) illustrates compliance.

- 5.5 LANDSCAPING STANDARDS
  - 14. Provide a plan that complies with the LDRs and addresses erosion control. This is not in our scope.
  - 15. Verify with Planning those trees and shrubs shown in ROW along with ornamental grasses are approved species. Plants were selected from the city preferred plant list.
  - 16. Trees that are proposed over Stormtech structure and box culvert may cause root issues in the future. Trees in the drainage easement may not be allowed. Trees will be moved out of the stormtech, box culvert areas.

- 5.7 GRADING, EROSION CONTROL, AND STORMWATER

  5.7.1.D.6 Stormwater Management Plan:
  - 17. Submit a stormwater management plan, prepared by an engineer or landscape architect licensed in the State of Wyoming. Noted and will be addressed at building permit.
  - 18. If it is necessary to determine compliance with Sec. 5.7.4., the stormwater management plan shall be approved by the Town Engineer prior to any physical development. Noted and will be addressed at building permit.

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5.7.2 Grading Standards:
- 19. Provide a grading plan that shows compliance with this section. Plan shall include existing and proposed site contours with elevation labels, spot elevations, high and low points, grade breaks. Refer to sheet C5, Proposed Grading & Erosion Control Plan.
- 20. Provide easements for grading proposed on adjacent properties. N/A. The properties directly to the south do not have known ownership.

5.7.3 Erosion Control Standards:
- 21. Provide an erosion control plan that shows compliance with this section. Refer to sheet C5, Proposed Grading & Erosion Control Plan.

5.7.3.B.4.c
- 22. Runoff from the entire disturbed area on the site shall be controlled by filter fences, straw bales, or equivalent control measures placed along all side slope and down slope sides of the site. Noted and will be addressed at building permit.
- 23. If a channel or area of concentrated runoff passes through the site, filter fences shall be placed along the channel edges to reduce sediment reaching the channel. Noted and will be addressed at building permit.

5.7.4 Stormwater Management Standards:
- 24. Provide an erosion control plan that shows compliance with this section. Noted and will be addressed at building permit.

5.7.4.B.1 Storage Capacity:
- 25. All stormwater storage facilities shall be designed with sufficient capacity to maintain a post-development runoff rate that is equal to or lower than the pre-development runoff rate. Noted and will be addressed at building permit.
- 26. The stormwater storage facilities shall be designed for the range of storms from the 1-year through 100-year storm events. Noted and will be addressed at building permit.

- 6.2 PARKING AND LOADING STANDARDS

  6.2.2 Required Parking and Loading:
  - 27. Provide a plan that shows the proposed parking in compliance with this section. Include location and dimension of parking spaces, accessible spaces, including van accessible spaces, and bicycle parking. Noted. Refer to sheet C4 and the architectural site plans for parking layouts.
  - 28. For uses that require delivers, show the proposed loading facilities. Deliveries can use the upper podium level parking areas that are provided at both buildings.

  6.2.2.C.4 Dimensions.
  - 29. Parking spaces provided for use by disabled persons shall be a minimum of 8 feet wide by 20 feet long with an adjacent parallel access aisle 5 feet wide. The adjacent parallel access aisle may be shared by 2 disability parking spaces. Noted.
  - 30. Provide parking spaces and accessible parking spaces as required by the Land Development Regulations. Note on the plans whether underground parking alternative dimensions are being used. All parking stalls in the courtyard will comply with section 6.2.2.C.5. Alternate dimensions are used in parking garage. Refer to Resolution 09-25 (Attached).

  6.2.2.C.5 Posted and Marked.
  - 31. ADA parking spaces shall be posted and marked with both a ground-mounted sign and pavement marking which includes the international symbol for barrier-free environments and a statement informing the public that the parking space is reserved for use by disabled persons. Ground-mounted sign and pavement markings will be provided for all ADA stalls as stated in LDR Section 6.2.2.C.5

  6.2.5 Off-Street Parking and Loading Design Standards:
  - 32. Provide a parking plan in compliance with this section. Include surface materials and drainage plans, access and circulation, and snow storage. Noted. Refer to sheet C4 and the architectural site plans for parking

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layouts. Surface material will be concrete. Drainage plan will be provided at building permit. Snow storage will be provided as noted on plans.

- 7.6 TRANSPORTATION FACILITY STANDARDS

7.6.2 Access to Roads, Streets and Highways:

- 33. Provide a plan showing the point of access. Show compliance with the standards for access. All accesses shall be driveways without curb return radii. Noted. Refer to sheet C4 for dimensions. No curb return radii are proposed.

7.6.3 Streets and Easements:

- 34. Provide a plan showing all proposed streets, and easements. Show compliance with the general standards, extension, engineering access, right-of-way, pavement widths, urban and rural classification, alignment, profile, grades, and intersections. Noted. Refer to sheet C4 for dimensions.

7.6.4 Street and Road Standards (section not used, for reference):

- 35. 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. Noted. Refer to sheet C4 for dimensions and sheet C5 for grades.

- 7.7 – REQUIRED UTILITIES

7.7.2 Potable Water Supply:

- 36. State whether the water system will be privately or publicly owned. Sheet C6 Overall Utility Site Plan defines publicly and privately owned utilities along with transition points (where necessary).
- 37.Provide a water supply plan and estimated average day, maximum day, and maximum hour, required fire flows, and per capita maximum daily demands. Demands shall be determined by one of the following: Wyoming DEQ Chapter 12 Section 8 (equivalent per capita water use shall be at least 125 gpd and 340 gpd for average and maximum day respectively); Wyoming DEQ Chapter 25 Tables 1 and 2 with consumption and irrigation factored in, metered water supply data from another development where similar water demands have been demonstrated, or other Town Engineer approved source. Noted and will be provided at building permit.
- 38. Provide right-of-way or easements as required, 30 feet minimum width with 10 feet minimum to either side. N/A
- 39. Provide a water system analysis indicating the required domestic and fire flow demands. Identify impacts to or upgrade requirements for the existing distribution, supply, or treatment system. Noted and will be provided at building permit.
- 40. If inadequate for services, the developer shall pay for any extensions or upsizing necessary to connect the proposed development to adequate utility lines. Noted and will be provided at building permit.
- 41. Show compliance with state regulations, construction standards, connections for lots of record, provisions for system expansion, and fire protection. Provide information on planned metering and backflow prevention locations. Noted and will be provided at building permit.
- 42. Water services over 2-inch in diameter require engineering design. Water mains larger than 8-inch and or longer than 250 feet require a Wyoming DEQ permit. Noted.

7.7.3 Sanitary Sewer System:

- 43. Provide a sanitary sewer wastewater plan and estimated average day, maximum day, and peak hour for the design of the project, per capita design flows, extraneous flows, and industrial and/or commercial waste volumes. Volumes shall be determined by one of the following: Wyoming DEQ Chapter 25 Tables 1 and 2; metered water supply data from another development where similar water demands have been demonstrated; or other Town Engineer approved source. Noted and will be provided at building permit.
- 44. Provide right-of-way or easements as required, 30 feet minimum width with 10 feet minimum to either side. N/A

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- 45. Provide a sanitary sewer analysis. Identify downstream impacts on existing sewers, lift stations, and treatment facilities. Noted and will be provided at building permit.
- 46. If inadequate for services, the developer shall pay for any extensions or upsizing necessary to connect the proposed development to adequate utility lines. Noted.
- 47. Show compliance with state regulations, construction standards, maximum allowable infiltration, connections for lots of record, provisions for system expansion. Noted and will be provided at building permit.
- 48. Sand/oil separator will be required for the parking area prior to effluent entering the sanitary sewer collection system. Noted and will be provided at building permit.
- 49. State whether the sewer system will be privately or publicly owned. The sanitary sewer services will be private, owned and maintained by the development.

7.7.4 Irrigation System:

- 1. Provide a plan that displays a 15' irrigation ditch setback. Noted. Refer to sheet C4 for dimensions.
- 2. For all systems provide the irrigation water demand, type of backflow preventer, location, and whether irrigation will be metered separately from domestic. Noted and will be provided at building permit.
- 3. Show compliance with surface water rights (if applicable), irrigation surface water runoff, setbacks to ditches, and access to ditches. Noted. Refer to sheet C4 for dimensions. There are not water rights associated with these properties.
- 4. Show compliance to standards for any alteration of an irrigation ditch. Refer to sheet C9 for irrigation ditch alterations. The developer has established maintenance agreements with the key irrigation ditch water right holders.

7.7.5 Other Utilities:

- 5. Provide a plan for all other utilities, such as telephone, cable TV, electric, fiber, gas. All utilities shall be installed underground. Refer to sheet C6. All utilities will be placed underground.
- 6. Provide right-of-way or easements as required. Show that private utilities can be located on private properties, e.g., transformers. Refer to sheet C6.

END OF SECTION

Regards,

Jackson Ferguson
Principal, Architect
FFKR Architects

Cc: Steve Beesley

730 Pacific Avenue · Salt Lake City, Utah 84104 O 801.521.6186 FFKR.COM

PROJECT TEAM DIRECTORY

OWNER / DEVELOPER:

Mogul Hospitality Partners – Jackson, LLC
PO BOX 998
Midway, Utah 84049
www.mogulcapital.com

Rachel Lambert
Vice President of Construction
Direct 602-885-2342
RachelL@mogulcapital.com
Mogul Capital/TRCF

OWNER REPRESENTATIVE:

Standard Construction 2, LLC

Boyd Suemnick
Owner's Representative
760-519-7821
boyd@udvs.net

ARCHITECTS:

FFKR Architects
730 Pacific Avenue
Salt Lake City, Utah 84104
801.521.6186
801.539.1916 fax
www.ffkr.com

Jackson Ferguson AIA
Principal | Architect
O - 801.520.5265
jferguson@ffkr.com

Desert Edge Architecture
Steve Beesley, AIA
Senior Project Manager
C - 714.943.5840
steve@desertedge.co

PROJECT ARCHITECT:

Design Associates Architects
130 W. Broadway Suite A
PO Box 4615
Jackson, WY 83001
www.dajh.com

Jason MacKinnon
Project Architect
O - 307-733-3600
C - 307-264-9070
Jason@dajh.com

CIVIL ENGINEER:

Summit Consulting Group
P.O. Box 6482
Jackson, WY 83002
307.413.4399

Randy Schrauder
Principal
PE & PHIUS Certified Builder
307.413.4399
randy@scgengineering.com

STRUCTURAL ENGINEER:

DCI Engineers
523 W 6th Street, Suite 616
Los Angeles, CA 90014

Mark D. Aden, PE, SE
Principal
D - 213.298.3703
C - 509.991.3244
maden@dci-engineers.com

Nolan G. Lenahan, PE
Associate Principal
916-337-1449

MEP ENGINEER:

Spectrum Engineers
324 State Street - #400
Salt Lake City, Utah 84111
800-678-7077
spectrum-engineers.com

David Hinckley
Electrical Design
D - 801-201-8369
DGH@spectrum-engineers.com

Rick Graham
Plumbing Design
D - 801-401-8478
rlg@spectrum-engineers.com

LANDSCAPE ARCHITECT:

FFKR Architects
730 Pacific Avenue
Salt Lake City, Utah 84104
801.521.6186
801.539.1916 fax
www.ffkr.com

Matt Payne PLA
Associate I Landscape Architect
801-534-4258
mpayne@ffkr.com

APPLICATION

PLANNING PERMIT APPLICATION
Planning & Building Department

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

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

For Office Use Only

Fees Paid_____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: THE LOOP

Physical Address: 1050, 1060, 1080 SOUTH PARK LOOP ROAD

Lot, Subdivision: PT NE1/4 NE1/4, SEC. 6, TWP. 40, RNG. 116 PIDN: 22-40-16-06-1-00-010, 011 & 012

PROPERTY OWNER.

Name: MIDWAY HOSPITALITY PARTNERS, LLC & MOGUL HOSPITALITY PARTNERS - JACKSON, LLC & CHRISTENSEN BROTHERS, LLC Phone: 602.885.2342

Mailing Address: PO BOX 998 MIDWAY, UT ZIP: 84049-0998

E-mail: RachelL@mogulcapital.com

APPLICANT/AGENT.

Name: Jason MacKinnon Phone: 307-264-9070

Mailing Address: 130 W. Broadway, Suite A Jackson, WY. ZIP: 83001

E-mail: jason@dajh.com

DESIGNATED PRIMARY CONTACT.

_____Property Owner X Applicant/Agent

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

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

_____Development Plan

X Design Review

Subdivision/Development Option

_____ Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Map Amendment

Miscellaneous

_____**Other:**_____

_____Environmental Analysis

APPLICATION

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 #: PAP 21-241 Environmental Analysis #: NA

Original Permit #: NA Date of Neighborhood Meeting:

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

Have you attached the following?

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

X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF.

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

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

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

Signature of Property Owner or Authorized Applicant/Agent — Date: 7/05/22

Jason MacKinnon — Name Printed

Project Architect — Title

NOTARIZED LETTER OF OWNER AUTHORIZATION (LOA - DA)

Town of Jackson
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Date: 04/29/2022

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual : Mogul Hospitality Partners - Jackson, LLC and/or Midway Hospitality Partners, LLC and/or Christensen Brothers,LLC

Being duly sworn, deposes and says that _____ is the owner in fee of the premises located at:
Name of property owner as listed on deed

Address of Premises: 1080, 1060 & 1050 S Park Loop Road, Jackson, WY

Legal Description: PT NE1/4 NE1/4, SEC.6, TWP.40, RNG. 116 PIDN: 22-40-16-06-1-00-010/ 22-40-16-06-1-00-011/ 22-40-16-06-1-00-012
Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Jason MacKinnon/ Design Associates Architects

Mailing address of Applicant/agent: PO Box 4615, Jackson, WY 83001

Email address of Applicant/agent: jason@dajh.com

Phone Number of Applicant/agent: 307-264-9070

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified is this(these) application(s) at the premises listed above:

☑ Development/Subdivision Plat Permit Application ☑ Building Permit Application

☑ Public Right of Way Permit ☑ Grading and Erosion Control Permit ☑ Business License Application

☑ Demolition Permit ☑ Other (describe) N/A

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

Bradley Wagstaff
Property Owner Signature

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

STATE OF Utah)
) SS.
COUNTY OF Wasatch)

The foregoing instrument was acknowledged before me by Bradley Wagstaff this 9 day of May, 2022. WITNESS my hand and official seal.

Julie C Giles
Notary Public

My commission expires: 11/15/2022

JULIE C. GILES
Notary Public
State of Utah
My Commission Expires 11/15/2022
COMMISSION NO. 703321

NOTARIZED LETTER OF OWNER AUTHORIZATION (LOA - FFKR)

Town of Jackson
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Date: 04/29/2022

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Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Jackson Ferguson and/or Kevin Haub/FFKR Architects

Mailing address of Applicant/agent: 730 Pacific Ave, Salt Lake City, UT, 84104

Email address of Applicant/agent: jferguson@ffkr.com and/or khaub@ffkr.com

Phone Number of Applicant/agent: 801-520-5265 and/or 661-713-6362

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified is this(these) application(s) at the premises listed above:

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☑ Public Right of Way Permit ☑ Grading and Erosion Control Permit ☑ Business License Application

☑ Demolition Permit ☑ Other (describe) N/A

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

Property Owner Signature

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

STATE OF Utah)
) SS.
COUNTY OF Wasatch)

The foregoing instrument was acknowledged before me by Bradley Waystaff this 9 day of May, 2022. WITNESS my hand and official seal.

Notary Public

My commission expires: 11/15/2022

JULIE C. GILES
Notary Public
State of Utah
My Commission Expires 11/15/2022
COMMISSION NO. 703321

NOTARIZED LETTER OF OWNER AUTHORIZATION (LOA - SCG)

Town of Jackson
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Date: 04/29/2022

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

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Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Randy Schrauder/ Summit Consulting Group

Mailing address of Applicant/agent: PO Box 6482, Jackson WY 83002

Email address of Applicant/agent: randy@scgengineering.com

Phone Number of Applicant/agent: 307-413-4399

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified is this(these) application(s) at the premises listed above:

☑ Development/Subdivision Plat Permit Application ☑ Building Permit Application

☑ Public Right of Way Permit ☑ Grading and Erosion Control Permit ☑ Business License Application

☑ Demolition Permit ☑ Other (describe) N/A

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

Property Owner Signature

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

STATE OF Utah)
) SS.
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The foregoing instrument was acknowledged before me by Bradley Wagstaff this 9 day of May, 2022. WITNESS my hand and official seal.

Notary Public

My commission expires: 11/15/2022

JULIE C. GILES
Notary Public
State of Utah
My Commission Expires 11/15/2022
COMMISSION NO. 703321

PREAPPLICATION CHECKLIST

PRE-APPLICATION CONFERENCE SUMMARY
Planning & Development Department
Planning Division

150 E Pearl Ave. | ph: (307) 733-o440
P.O. Box 687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

This Summary will be prepared by Planning Staff. The applicant, or the applicant's agent, shall receive a copy of this summary for their reference in submitting a sufficient application.

Staff may request additional materials during review as needed to determine compliance with the LDRs.

PRE-APPLICATION MEETING GENERAL INFORMATION.

PAP#: P21-241
Date of Conference: 10/25/21
Planning Staff: Tyler Valentine & Paul Anthony

PROJECT.

Name/Description: The Loop Housing Project
Physical Address: 1050, 1060 & 1080 South Park Loop Road
Lot, Subdivision: PIDN:
Zoning District(s): Commercial Residential – 3 (CR-3)
Overlay(s): n/a

STAKEHOLDERS.

Applicant: Mogul Hospitality Partners, LLC
Owner: Michael Pruett (1050 & 1060 SPL) and Mike Daus (1080 SPL)
Agent:

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

Application	Reason	Fee
Zoning Compliance Verification	Required prior to Development Plan submittal to determine slopes as man-made.	$601
Development Plan	Required for 100% residential projects over 30,000 sf.	$3,005
Design Review Committee (DRC)	Required for Development Plan.	$240 each submittal
Partial Vacation without Replat	Required prior to building permit submittal to vacate property lines, combine lots, vacate easements.	$601
Grading Pre-App	Required prior to Building Permit for site disturbance greater than 3,000 sf or required at Town Engineer discretion.	$180
Demo Permit	Required to remove structures.	TBD

PREAPPLICATION CHECKLIST

Building Permit	Required for all physical development.	TBD
Subdivision Plat	Only required if the intent is to condominiumize	$1,202 + technical review fees

MEETING ATTENDEES:

Name	Company	Phone/Email
Tyler Valentine	Town Planning	(307) 733-0440 x1305
Paul Anthony	Town Planning	(307) 733-0440 x1303
Brian Lenz	Town Engineering	(307) 733-3079 x1410
Jeff Silliman	Town Engineering	(307) 733-3079 x1412
Brian Schilling	Town/County Pathways	(307) 732-8573 x8573
Kelly Sluder	Town Building	(307) 733-0520 x1350
Scott Mohror	Town Engineering	(307) 733-3079 x1413
Stacy Stoker	Housing Department	(307) 732-0867
Kathy Clay	Fire Department	(307) 732-8506
Brad	Mogul Capital	bradw@mogulcapital.com
Brandon	Mogul Capital	brandonw@mogulcapital.com
Rachel	Mogul Capital	RachelL@mogulcapital.com
Randy Schrauder	SCG Engineering	randy@scgengineering.com
Chris Lee	Design Associates	chris@dajh.com
Jason	Design Associates	jason@dajh.com
Jason MacKinnon		JMacKinnon@lantz-boggio.com
Boyd		boyd@udvs.net

TIMELINES. *This table is intended to provide general information regarding the review process and timing of decisions. See Article 8 for a complete explanation of the review process.*

PREAPPLICATION CHECKLIST

The following timelines are generally applicable:

Application Types:	Sufficiency	Decision-Maker	Timeline
Zoning Compliance Verification	14 days	Staff	45 days from sufficiency
Development Plan	14 days	Town Council	90-120 days after sufficiency
DRC (concurrent with Development Plan)		Design Review Committee	DRC: Meets 2nd Wednesday of each month
Partial Vacation without Replat	14 days	Town Council	60 days from sufficiency
Grading Pre-App	1 week	Town Engineer	2-3 weeks
Demo Permit		Staff (however, the Town Council issue a 90 day stay on demolition depending on the recommendation of the Historic Preservation Board)	30-90 days
Building Permit		Building Official	First round review is typically 4 weeks.
Subdivision Plat	14 days	Town Council	90 days from sufficiency

Checklist Key.

√ Required*. Applicant must demonstrate compliance with this requirement.*

N/A Not Applicable*. Review requirement is not applicable to this project.*

General Information

	Requirement	**Notes**
√	**Planning Permit Application.** The application should list all pertinent permits (use, physical development, interpretation, relief from the LDRs, Development Option/Subdivisions, Amendments to the LDRs) for which you are applying.	
√	**Notarized Letter of Authorization.** See "Permit and Applications" section on Planning Department website for copy of form.	Required If applicant is different than owner.
√	**Application Fees.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.	Please see above.
√	**Review fees.** The applicant is responsible for paying any review fees and expenses from consulting services necessitated by the review of the application by the County Surveyor, Town Engineer, Title Company and any other required consultant. Such fees shall be paid prior to approval of the permit.	

PREAPPLICATION CHECKLIST

√	**Mailed Notice fee.** See Section 8.2.14.C.2 for notice requirements. If mailed notices are required, the applicant is responsible for paying for any mailing in excess of 25 notices.	Landowners within two hundred (200) feet of the land subject to the application. Done by Town Staff.
√	**Digital Format.** All applications submitted to the Town Planning Department must be submitted in digital format.	Please provide digital copy with application.
√	**Response to Submittal Checklist.** All applications require response to applicable review standards. For applications where a pre-application conference is required, applicable standards are identified below. If a pre-application conference is optional, see the submittal checklist for the relevant application type, established in the Administrative Manual.	This checklist serves as a guidline for process, but has additional concerns/recommendations throughout.
√	**Title Report.** A title report, title certificate or record document guarantee prepared within the last six months that includes evidence of ownership and all encumbrances on the subject property. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review.	Required for plat
√	**Narrative description of the proposed development.** Describe in detail the existing condition of the property and the proposed development, use, or subdivision for which you are seeking approval.	
√	**Findings for approval.** Include in your narrative a response to the findings for approval found in LDR Sec. 8.3.2, as applicable.	
√	**Proposed Development Program.** Provide a table that summarizes the the projects compliance with the primary development standards (setbacks, heights, FAR, LSR, etc.).	Applicant shall provide complaince with all applicable CR-3 zoning standards and provide a housing mitigation plan. Staff will provide a building permit submittal checklist.
√	**Site Plan.** Provide a detailed site plan of the proposed project. A list of minimum standards for a site plan are established in the Administrative Manual.	Please provide site plan to scale and dimensioned.
√	**Floor Plans.** Include floor plans for any existing buildings that will be occupied by a proposed use. If changes to existing buildings are proposed, indicate those on the floor plans.	Please provide site plan to scale and dimensioned.
N/A	**Neighborhood Meeting Summary.** See Section 8.2.3 for Neighborhood Meeting requirements.	Optional.
√	**Posted Notice.** See Section 8.2.14.C.4 for Posted Notice requirements for all public hearings.	

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

Applicable Zone: Commercial Residential-3 (CR-3)

Applicable LDR Section: Sec. 2.2.13

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

Requirement		Notes
√	**Structure Location and Mass** (setbacks, height, FAR, etc.)	Show in CR-3 compliance summary table
N/A	**Maximum Scale of Development** (individual building size)	

PREAPPLICATION CHECKLIST

√	**Design Review** (Design Guidelines and Design Review Committee)	DRC meets second Wednesday of each month.
√	**Site Development** (Driveway and Access limits)	
√	**Landscaping** (see Div. 5.5 for more information)	
√	**Fencing** (see Sec. 5.1.2 for more information)	
N/A	**Environmental Standards (see Div. 5.1 and 5.2 for more information)** • Natural Resource Buffers • Irrigation Ditch Setback • Wild Animal Feeding • Natural Resource Overlay Standards • Bear Conflict Area Standards	
√	**Scenic Standards (see Div. 5.3 for more information)** • Exterior Lighting • Scenic Resource Overlay (SRO) Standards	Provide exterior lighting worksheet with building permit submittal, provide manufacturer cut sheets.
√	**Natural Hazards to Avoid (see Div. 5.4 for more information)** • Steep Slopes • Areas of Unstable Soils • Fault Areas • Floodplains • Wildland Urban Interface	Only if applicable
N/A	**Signs (see Div. 5.6 for more information)**	Signs approved separately.
√	**Grading, Erosion Control, Stormwater (see Div. 5.7 for more information)** • Grading • Erosion Control • Stormwater Management	Grading pre-app will be required. All grading info will be included in the building permit.

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

Requirement		**Notes**
√	**Allowed Uses** (see Div. 6.1 for more information)	
√	**Parking** (see Div. 6.2 for more information)	Show all parking dimensions including drive aisle width. This development can use the underground parking ordinance. In addition, please identify bike parking per the LDRs.
√	**Employee Housing** (see Div. 6.3 for more information)	
√	**Maximum Scale of Use**	

PREAPPLICATION CHECKLIST

√	**Operational Standards (see Div. 6.4 for more information)** • Outside Storage • Refuse and Recycling • Noise • Vibration • Electrical Disturbances • Fire and Explosive Hazards • Heat and Humidity • Radioactivity	Refuse and recycling enclosure req'd. Please show on site plan.

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

Requirement		Notes
√	**Allowed Subdivision and Development Options** (see Div. 7.1 and 7.2 for more information)	
N/A	**Residential Subdivision Requirements** (see Div. 7.4 and 7.5 for more information) • School and Parks Exactions	
√	**Infrastructure (see Div. 7.6 and 7.7 for more information)** • Transportation Facilities • Required Utilities	

OTHER APPLICABLE LDR STANDARDS

Requirement		Notes:
N/A	**Division 1.9, Nonconformities** **1.9.2** Nonconforming Physical Development **1.9.3** Nonconforming Uses **1.9.4** Nonconforming Development Options and Subdivisions **1.9.5** Nonconforming Signs	

PREAPPLICATION CHECKLIST

N/A **Division 7.3, Open Space Standards**

- **7.3.3** Configuration and Location of Required Open Space
- **7.3.4** Use of Open Space
- **7.3.5** Physical Development Permitted in Open Space
- **7.3.6** Record of Restriction
- **7.3.7** Ownership of Open Space

ADDITIONAL COMMENTS

1. **In the Development Plan submittal, the applicant needs to clearly identify how/where the base FAR and 2:1 bonus is being allocated both in the floor plans and narrative. When calculating FAR, hallways, mechanical spaces, stairs and elevators count. Stairs are counted every two floors and elevators are counted only once.**
2. **As the building design moves further along, consider additional storage space for most, if not all, units. It is the Town's understanding that some market units will be deed restricted at a later date to mitigate future development(s). In order for those units to meet the livability standards at the time of deed restriction, those units will need to have storage space. It would be prudent to consider the livability standards upfront so that issues do not arise at the time of deed restriction.**
3. **Applicant must detail how the development complies with all standards for the 4th story allowance. Also, the 4th story may need to be stepped back from the front and/or sides to blend into surrounding development according one of the standards in Section 2.2.13.E.4.**
4. **The site plan will need to include multiple pedestrian connections from the building to the sidewalk in the right-of-way.**
5. **At Development Plan, the applicant will need to include bike racks in various locations. This should include guest racks and racks protected from the elements.**
6. **Applicant shall address pedestrian frontage requirements (see Brian Schilling's comments), transparency, story height, blank wall, etc. in LDR Section 2.2.1.**
7. **Ditch: Ditches can be buried provided Section 7.7.4.D is complied with. Since water rights owners can access and maintain water flow in the event the buried pipe is blocked or restricted, the applicant should provide enough room for equipment to access the back of the site for maintenance, repairs, etc.**
8. **Considering there is no on-street parking or nearby public parking lots, the applicant should strongly consider providing guest parking. Alternatively, the Town is open to supporting an Administrative Adjustment to reduce parking requirements. Staff is supportive of reducing the parking requirement for some of the 2-bedrom units from 1.5 spaces per unit to 1 space per unit. This would free up parking for guests.**
9. **At the meeting we discussed the potential for a frontage road for guest parking. This should be further explored with the design team but also coordinate with Public Works, Pathways and Planning.**
10. **ADA Parking according to the LDRs: 1 ADA space is required per 25 required spaces. Thus, 10 ADA spaces are required under the current 239 space paring plan.**
11. **Housing Credit: 0.131 units. 4 single family homes. There are some apartments, but apartments are not granted credits.**
12. **What happens to the existing vehicular access on the adjacent property to the east (1100 SLP Road)? Does that access shift west so that it is located directly north of their property?**
13. **Planning and engineering recommend speaking with WYDOT (Darin Kaufman) regarding traffic impacts as the nearby ligl Highway 89 and SPL Road).**

PLAN REVIEW COMMITTEE. *The Plan Review Committee consists of the following listed agencies. Planning Staff will transmit pertinent portions of the application to each agency.* ***Other agencies and individuals not checked off on this list may be added to the PRC if necessary.***

PREAPPLICATION CHECKLIST

	Agency	Required for:
√	Building Official	
√	Town Attorney	
√	Town Engineer	
√	Title Company – for subdivision plat	
√	County Surveyor – for subdivision plat	
√	Jackson Hole Fire EMS	
√	Housing Authority	
	Integrated Solid Waste & Recycling	
	National Park Service	
√	Parks and Recreation Department	
√	Pathways Coordinator	
	Public and Environmental Health	
√	Police Department	
	Teton Conservation District	
	Teton County School District	
	Teton County (required when subdividing land within one mile of the Teton County)	
	U.S. Forest Service (if adjacent to or accessing through forest service lands)	
	Wyoming Department of Environmemtal Quality	
	Wyoming Department of Game & Fish	
	Other	

PREAPPLICATION CHECKLIST - RESPONSES

Pre-Application Checklist Responses

1. In the Development Plan submittal, the applicant needs to clearly identify how/where the base FAR and 2:1 bonus isbeing allocated both in the floor plans and narrative. When calculating FAR, hallways, mechanical spaces, stairs and elevators count. Stairs are counted every two floors and elevators are counted only once.

The design team has included overall plans, unit mix square footage calculations, and the housing mitigation calculator showing the breakdown and allocation of the market rate, market rate bonus, deed restricted workforce housing, and affordable workforce housing units required for the project. This new housing development will also provide future employee housing for another project being designed in the Town of Jackson.

2. As the building design moves further along, consider additional storage space for most, if not all, units. It is the Town's understanding that some market units will be deed restricted at a later date to mitigate future development(s). In order for those units to meet the livability standards at the time of deed restriction, those units will need to have storage space. It would be prudent to consider the livability standards upfront so that issues do not arise at the time of deed restriction.

The design team has planned for additional storage area closets to be provided in the parking garages for all units in the facility. These storage areas will meet the minimum square footage requirements per the Housing Authority Livability Design Standards.

3. Applicant must detail how the development complies with all standards for the 4th story allowance. Also, the 4th story may need to be stepped back from the front and/or sides to blend into surrounding development according one of the standards in Section 2.2.13.E.4.

All conditions will be met for the 4th story allowance per the CR-3 zoning requirements.

A. The additional floor area shown at floor level 2 for both buildings is shown to be designated deed restricted workforce housing for the project and will meet the livability design standards per the housing authority.

B. The project will support a mixture of market rate, market rate bonus, deed restricted, affordable workforce housing, and future designated employee housing. The housing mitigation calculator has indicated that there is a requirement of .822 affordable housing units for the project. The owner will be dedicating a 2-bedroom affordable workforce housing unit per the housing mitigation calculator to meet this requirement.

C. All 3 property sites combined add up to 2.09 acres which exceeds the 2-acre minimum requirement.

D. There is a START bus transit stop at South Park Loop Road and Gregory Lane which is within a 1/4 mile of our new development.

E. There are numerous commercial services within a 1/4 mile of our new development including Whole Foods,Maverik gas station, Leisure Sports, and many other commercial and retail operations within the ¼ mile radius of our site.

F. The 4th floor does not exceed the floor area allowance and does not decrease the required open space for the project.

4. The site plan will need to include multiple pedestrian connections from the building to the sidewalk in the right-of-way.

The site design for both buildings show multiple pedestrian sidewalk connections to the right-of-way detached sidewalk from both buildings.

PREAPPLICATION CHECKLIST - RESPONSES

5. At Development Plan, the applicant will need to include bike racks in various locations. This should include guest racks and racks protected from the elements.

The design of both buildings will provide short term and long-term bike rack locations. These locations are shown near the main entrances to both buildings and in the 2 levels of the enclosed parking garage. The project will support over 300+ bike racks and additional storage areas for residents, staff, & guests.

6. Applicant shall address pedestrian frontage requirements (see Brian Schilling's comments), transparency, story height, blank wall, etc. in LDR Section 2.2.1.

The site design has provided a plan for the future development for the detached pedestrian sidewalk. There is also a plan to provide the design for bike lanes & landscape buffer zones in the right-of-way to be designed and constructed at a later date once confirmed it is feasible by the Town of Jackson and will be connected to surrounding properties on the South side of South Park Loop Road. The project frontage will also support additional landscaping for the project in the right-of-way for screening of the building and guest parking and will include trees in lawns where appropriate for the project.

Due to the nature of the 40-70 foot distance from the primary road to portions of the building, building site layout, and the step down of the existing site grades the design team did not see the need for a building step back. The project has been designed for the residential frontage neighborhood character which currently meets the entrance desired location off of the primary street, story height dimensions, transparency at all stories, blank wall area percentages, and pedestrian access requirements.

Parking has been designed for residents and staff to be provided in enclosed parking garage accessed from the middle drive aisle down to the South end of both buildings. The project also supports 9 resident and visitor parking stalls at west building entrances these areas will be screened with landscaping and or site walls around the North portion of the site.

7. Ditch: Ditches can be buried provided Section 7.7.4.D is complied with. Since water rights owners can access and maintain water flow in the event the buried pipe is blocked or restricted, the applicant should provide enough room for equipment to access the back of the site for maintenance, repairs, etc.

The plan for the irrigation ditch is to be fully buried in a concrete section of pipe that will span the entire site. There will be enough clearance per the direction of the water rights ownership around this new section of pipe to access for future maintenance & repairs.

8. Considering there is no on-street parking or nearby public parking lots, the applicant should strongly consider providing guest parking. Alternatively, the Town is open to supporting an Administrative Adjustment to reduce parking requirements. Staff is supportive of reducing the parking requirement for some of the 2-bedrom units from 1.5 spaces per unit to 1 space per unit. This would free up parking for guests.

The site design now includes a total of 9 guest surface parking stalls for the main entrances at the West building.

9. At the meeting we discussed the potential for a frontage road for guest parking. This should be further explored with the design team but also coordinate with Public Works, Pathways and Planning.

The design team explored this as an option but was not feasible with the overall design for the project.

10. ADA Parking according to the LDRs: 1 ADA space is required per 25 required spaces. Thus, 10 ADA spaces are required under the current 239 space paring plan.

We are now currently showing a total of 267 parking stalls for the project (258 parking garage + 9 guest surface parking). The design will include a total of 11 ADA stalls placed near multiple entrances to the building at both the surface parking and parking garage.

PREAPPLICATION CHECKLIST - RESPONSES

11. Housing Credit: 0.131 units. 4 single family homes. There are some apartments, but apartments are not granted credits.

This development submittal has included the housing mitigation calculator with the current allocation of market rate & deed restricted workforce housing in our submittal for your review.

12. What happens to the existing vehicular access on the adjacent property to the east (1100 SLP Road)? Does that access shift west so that it is located directly north of their property?

All required existing vehicular curb cuts needed to access surrounding properties will need to be maintained as a part of our new development. Currently we will be providing shared access for the neighboring property to the West along with an area planned for additional hardscape surface for that property owner to be able to back-up their cattle trailer onto their site.

13. Planning and engineering recommend speaking with WYDOT (Darin Kaufman) regarding traffic impacts as the nearby light Highway 89 and SPL Road).

We have included a traffic study for our project which has explored and has provided recommendations based on the overall traffic impacts for our new development.

ZONING COMPLIANCE VERIFICATION (ZCV)

MOGUL HOSPITALITY PARTNERS – JACKSON, LLC

Location:

PT LOT 1 & LOT 2, NE1/4 NE1/4, SEC. 6, TWP. 40, RNG. 116
PIDN: 22-40-16-06-1-00-010, 011 & 012
1050, 1060 & 1080 South Park Loop Road
Town of Jackson, Wyoming

Prepared For:

Mogul Hospitality Partners - Jackson, LLC
c/o Rachel Lambert, VP of Construction
PO Box 998
Midway, UT 84049-0998
rachell@mogulcapital.com
(602) 885-2342

SCG Project No. 164211

Delivered: May 16, 2022

PO Box 6482 | Jackson, WY 83002 | 307.413.4399

ZONING COMPLIANCE VERIFICATION (ZCV) COPY

WWW.SCGENGINEERING.COM

SCG Summit Consulting Group

May 16, 2022

Town of Jackson Planning and Building
PO Box 1687
150 E Pearl Street
Jackson, WY 83001
(Ph) 307-733-0440
planning@jacksonwy.gov

RE: ZONING COMPLIANCE VERIFICATION
Property Owner - Mogul Hospitality Partners - Jackson, LLC
Town of Jackson, Wyoming

Hello,

Please accept this zoning compliance verification (ZCV) request package on behalf of the property owner/applicant, Mogul Hospitality Partners - Jackson, LLC et. al. (Mogul). Rachel Lambert, VP of Construction for Mogul, is the owner/applicant designated contact. Please copy Rachel (rachell@mogulcapital.com, 602.885.2342) on all correspondences regarding this application.

The subject property addresses are 1050, 1060 and 1080 South Park Loop Road. The properties are between Middle School Road to the west and Gregory Lane to the east. The project encompasses three separate lots with a gross site area of just over 2-acres The properties are not within a subdivision and not subject to HOA. The existing development includes a mix of older residential and light industrial uses. The proposed project, *The Loop,* intends to combine the three properties and develop as market rate and workforce apartment housing in compliance with the CR-3 zone district.

This submittal includes the following files:

1. Planning Permit Application for Zoning Compliance Verification (ZCV)
2. Letter of Authorization
3. The property deeds of record
4. P21-241 summary notes
5. 1120 South Park Loop Road, Slope evaluation Memorandum, Jorgensen, 1/11/2019, to TOJ Engineer, as part of public record
6. 1050 & 1060 South Park Loop Road Slope Evaluation Memorandum, Jorgensen, 5/6/2021, to Michael Pruett
7. Exhibit A – Aerial photo with existing slope conditions

ZONING COMPLIANCE VERIFICATION (ZCV) COPY

WWW.SCGENGINEERING.COM

SCG Summit Consulting Group

A pre-application conference was held with Town of Jackson (TOJ) staff on October 25, 2021. Refer to P21-241 for the final conference summary notes. As discussed, a ZCV would be required to determine if the slopes on the property are natural or man-made. If natural, the properties would be subject to the Hillside Conditional Use Permit (CUP) regulations and requirements.

The slopes in question are located along the northern portions of the properties and, in some locations, are in excess of 25%. Refer to **Exhibit A**. As detailed below, it is the opinion that these slopes are not natural and were created during grading activity related to the creation of South Park Loop Road (SPRL) and to provide access to the subject properties.

Here are some points to consider:

1. On a similar apartment-style project located at 1120 South Park Loop Road (project located just to the west), Jorgensen submitted a memorandum to the Town Engineer (see attached file). The purpose of the January 1, 2019 memorandum was to determine if the existing steep slopes along SPLR were man-made or part of High School Butte's natural slope runout. Jorgensen states that the slopes "*…were a result of grading efforts for construction of SPLR and property access roads, and are not a natural continuation of the slope of High School Butte.*" In conclusion, a Hillside CUP was not required for the development of this property.
2. On May 6, 2021, Jorgensen submitted another memorandum (see attached file) to the Town Engineer stating that the northern slopes along 1050 and 1060 Again, suggesting that the slopes are man-made.
3. Prior to Mogul Hospitality Partners, et.al. acquisition of the 1050 and 1060 properties, Michael Pruett engaged Jorgensen to perform a slope evaluation across the properties. Refer to the attached Jorgensen memorandum dated May 6, 2021. The scopes of work were similar to those performed on 1120 SPRL. Again, Jorgensen's analyses concluded that the slopes adjacent to SPRL "*…are a result of previous grading along the sites, and not a natural continuation of the slope of High School Butte.*" A Hillside CUP should not be required for the development of these lots. Mr. Pruett has allowed Mogul to utilize the Jorgensen memorandum.
4. The property at 1080 SPLR is located between 1120 and 1060/1050, therefore it would make sense that the man-made slope condition would apply. A Hillside CUP should not be required for the development of this property.
5. A review of the Teton County GIS Lidar slope data identifies steeper slopes (+25%) right along the southern edge of SPLR, which is the northern property lines of the subject properties. Refer to the attached Exhibit A. The magenta line delineates all three property boundaries. The cyan line indicates the Leek Ditch (along the southern boundary) and an old remnant of a Leek Ditch lateral. The ditch and lateral are very obvious in 1977 aerial imagery.

Based on the facts presented by the analyses and review of available data, it seems obvious that these slopes are indeed man-made, not natural. A Hillside CUP should not be required for the development of these properties. Applications that contemplate future planning issues, physical development and proposed uses will be submitted at a later time.

PO Box 6482 | Jackson, WY 83002 | 307.413.4399

ZONING COMPLIANCE VERIFICATION (ZCV) COPY

WWW.SCGENGINEERING.COM

SCG Summit Consulting Group

We appreciate the opportunity to work with you on this project.

Sincerely,

Summit Consulting Group, LLC



Randy Schrauder, P.E.

Attachments:

ZONING COMPLIANCE VERIFICATION (ZCV) COPY

PLANNING PERMIT APPLICATION
Planning & Building Department

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

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

For Office Use Only

Fees Paid_____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: THE LOOP

Physical Address: 1050, 1060, 1080 SOUTH PARK LOOP ROAD

Lot, Subdivision: PT NE1/4 NE1/4, SEC. 6, TWP. 40, RNG. 116 PIDN: 22-40-16-06-1-00-010, 011 & 012

PROPERTY OWNER.

Name: MIDWAY HOSPITALITY PARTNERS, LLC & MOGUL HOSPITALITY PARTNERS - JACKSON, LLC & CHRISTENSEN BROTHERS, LLC Phone: 602.885.2342

Mailing Address: PO BOX 998 MIDWAY, UT ZIP: 84049-0998

E-mail: RachelL@mogulcapital.com

APPLICANT/AGENT.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

DESIGNATED PRIMARY CONTACT.

_____Property Owner X Applicant/Agent

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

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

_____Development Plan

_____Design Review

Subdivision/Development Option

_____ Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

Interpretations

_____Formal Interpretation

X Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Map Amendment

Miscellaneous

_____**Other:** _____

_____Environmental Analysis

ZONING COMPLIANCE VERIFICATION (ZCV) COPY

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 #: PAP 21-241 Environmental Analysis #: NA

Original Permit #: NA Date of Neighborhood Meeting:

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

Have you attached the following?

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

X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF.

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

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

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

Signature of Property Owner or Authorized Applicant/Agent — Date

Name Printed — Title

ZONING COMPLIANCE VERIFICATION (ZCV) COPY

Town of Jackson
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Date: 04/29/2022

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual : Mogul Hospitality Partners - Jackson, LLC and/or Midway Hospitality Partners, LLC and/or Christensen Brothers,LLC

Being duly sworn, deposes and says that _____ is the owner in fee of the premises located at:
Name of property owner as listed on deed

Address of Premises: 1080, 1060 & 1050 S Park Loop Road, Jackson, WY

Legal Description: PT NE1/4 NE1/4, SEC.6, TWP.40, RNG. 116 PIDN: 22-40-16-06-1-00-010/ 22-40-16-06-1-00-011/ 22-40-16-06-1-00-012
Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Randy Schrauder/ Summit Consulting Group

Mailing address of Applicant/agent: PO Box 6482, Jackson WY 83002

Email address of Applicant/agent: randy@scgengineering.com

Phone Number of Applicant/agent: 307-413-4399

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified is this(these) application(s) at the premises listed above:

☑ Development/Subdivision Plat Permit Application ☑ Building Permit Application

☑ Public Right of Way Permit ☑ Grading and Erosion Control Permit ☑ Business License Application

☑ Demolition Permit ☑ Other (describe) N/A

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

Property Owner Signature

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

STATE OF Utah)
) SS.
COUNTY OF Wasatch)

The foregoing instrument was acknowledged before me by Bradley Wagstaff this 9 day of May, 2022. WITNESS my hand and official seal.

Notary Public

My commission expires: 11/15/2022

JULIE C. GILES
Notary Public
State of Utah
My Commission Expires 11/15/2022
COMMISSION NO. 703321

Wyoming Title & Escrow - Jackson
1110 Maple Way
Jackson, Wyoming 83001

GRANTOR: CHERUBIM LLC
GRANTEE: MIDWAY HOSPITALITY PARTNERS LLC ET AL
Doc 1025534 Filed At 13:06 ON 10/05/21
Maureen Murphy Teton County Clerk fees: 18.00
By Corrina Dorman Deputy Clerk

WARRANTY DEED

Cherubim, LLC, a Wyoming limited liability company, GRANTOR(S), of PO Box 8682, Jackson, WY 83001, for Ten Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO Midway Hospitality Partners, LLC, a Delaware limited liability company, as to an undivided 62.6% interest and Mogul Hospitality Partners - Jackson, LLC, a Utah limited liability company, as to an undivided 37.4% interest, as tenants in common, GRANTEE(S), whose address is PO Box 998, Midway, UT 84049, the following described real estate, situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

See attached Exhibit A

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

WITNESS the due execution and delivery of this Warranty Deed this 4th day of October, 2021.

Cherubim, LLC, a Wyoming limited liability company

By: _____
Michael Pruett, Member

By: _____
Dawn Pruett, Member

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Michael Pruett and Dawn Pruett, Members of Cherubim, LLC, a Wyoming limited liability company this 4th day of October, 2021.

WITNESS my hand and official seal.

(SEAL)

Tatyana A Ramella - Notary Public
County of Teton
State of Wyoming
Commission Expires 09/28/2022

_____
Signature of Notarial Officer

Notary Public
Title and Rank

My Commission Expires 9/28/2022

ZONING COMPLIANCE VERIFICATION (ZCV) COPY

Order Number: W-25969

EXHIBIT "A"
LEGAL DESCRIPTION

That part of a tract of record in the Office of the Clerk of Teton County, Wyoming in Book 42 of Photo on pages 93 and 94 being part of Lot 1 (NE¼NE¼), Section 6, T40N, R116W, 6th P.M. of said County described as follows from notes taken during an actual survey;

COMMENCING at the northeast corner of a tract of record in said Office of Book 8 of Deeds on Page 507, marked by a one inch diameter iron pipe, which is S63°-53'-57"W, 1228.97 feet from the northeast corner of said Section 6; THENCE N18°-45'-33"E, 29.90 feet to the northeast corner of the tract of record in said Book 42 on the southeast right-of-way line of South Park County Road 22-1, marked by a one inch diameter iron pipe; THENCE S50°-44'-15"W, 88.25 feet along the north line of said tract and said right-of-way line to the POINT OF BEGINNING;

THENCE S26°-55'-00"E, 149.39 feet to a point on the south line of said tract, identical with the south line of the tract of record in said Book 8;
THENCE S57-10'-28"W, 89.24 feet along said south line to a point for the southwest corner of the tract of record in said Book 42;
THENCE N32°-47'-06"W, 33.85 feet along the west line of said tract to an one inch diameter iron pipe;
THENCE continuing N32°-47'-06"W, 97.78 feet along said west line to an angle point;
THENCE N25°-20'-30"W, 26.00 feet along said west line to a point on said right-of-way line for the northwest corner of said tract;
THENCE N64°-58'-28"E, 81.69 feet along the north line of said tract and said right-of-way line to an angle point marked by an one inch diameter iron pipe;
THENCE N50°-44'-11"E, 20.34 feet along said north line to the POINT OF BEGINNING.

PIDN: 22-40-16-06-1-00-010

Wyoming Title & Escrow - Jackson
1110 Maple Way
Jackson, Wyoming 83001

GRANTOR: CHERUBIM LLC
GRANTEE: MOGUL HOSPITALITY PARTNERS - JACKSON LLC
Doc 1025535 Filed At 13:08 ON 10/05/21
Maureen Murphy Teton County Clerk fees: 21.00
By Corrina Dorman Deputy Clerk

WARRANTY DEED

Cherubim, LLC, a Wyoming limited liability company, GRANTOR(S), of PO Box 8682, Jackson, WY 83002, for Ten Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO Mogul Hospitality Partners - Jackson, LLC, a Utah limited liability company, GRANTEE(S), whose address is PO Box 998, Midway, UT 84049, the following described real estate, situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

See attached Exhibit A

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

WITNESS the due execution and delivery of this Warranty Deed this 4th day of October, 2021.

Cherubim, LLC, a Wyoming limited liability company

By: _____
Michael Pruett, Member

By: _____
Dawn Pruett, Member

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Michael Pruett and Dawn Pruett, Members of Cherubim, LLC, a Wyoming limited liability company, this 4th day of October, 2021.

WITNESS my hand and official seal.

(SEAL)

Tatyana A Ramella - Notary Public
County of Teton State of Wyoming
Commission Expires 09/28/2022

_____
Signature of Notarial Officer

Notary Public
Title and Rank

My Commission Expires 9/28/2022

ZONING COMPLIANCE VERIFICATION (ZCV) COPY

Order Number: W-26031

EXHIBIT "A"
LEGAL DESCRIPTION

This tract of land may be described as being a portion of Lot 1, or the NE¼ of the NE¼ of Section 6, and a portion of Lot 2, or the NW¼ of the NE¼ of Section 6, all in Township 40 North, Range 116 West of the Sixth Principal Meridian, in Teton County, Wyoming.

This tract of land may be more particularly described by metes and bounds as follows:

Commencing at a point which lies 1379 feet west and 728.4 feet south of the northeast corner of Section 6, in Township 40 North, Range 116 West of the Sixth Principal Meridian, in Teton County, Wyoming, which point also coincides with the northwest corner of a tract of land previously deeded to Mr. E. M. Woodward by Mr. Noble Gregory, Sr., and recorded in Book 8 of Deeds on Page 507, of the records of the Teton County Clerk and Recorder, thence bearing North 62° 05' East, for a distance of 26 feet to the POINT OF BEGINNING,

thence bearing North 5° 08' West, for a distance of 29 feet,
thence bearing North 62° 24' East, for a distance of 129.7 feet,
thence bearing South 27° 55' East, for a distance of 26 feet,
thence bearing South 62° 05' West, for a distance of 141 feet, more or less, to the point of beginning

...AND...

This tract of land may be described as being a portion of Lot 1, or the NE¼ of the NE¼ of Section 6, and a portion of Lot 2, or the NW¼ of the NE¼ of Section 6, all in Township 40 North, Range 116 West of the Sixth Principal Meridian, in Teton County, Wyoming.

This tract of land may be more particularly described by metes and bounds as follows:

Commencing at a point which lies 1379 feet west and 728.4 feet south of the northeast corner of Section 6, in Township 40 North, Range 116 West of the Sixth Principal Meridian, in Teton County, Wyoming, which point also coincides with the northwest corner of a tract of land previously deeded to Mr. E. M. Woodward., by Mr. Noble Gregory, Sr., and recorded in Book 8 of Deeds on Page 507, of the records of the Teton County Clerk and Recorder, thence bearing North 62° and 05' East, for a distance of 26 feet to the POINT OF BEGINNING,

thence bearing North 62° 05' East, for a distance of 141 feet,
thence bearing South 33° 10' East for a distance of 129 feet, more or less, to a point on the south boundary of said Woodward Tract,
thence bearing South 57° 07' West, for a distance of 53.8 feet,
thence bearing South 63° 49' West, for a distance of 67 feet,
thence bearing South 73° 49' West, for a distance of 81.4 feet,

thence bearing North 5° 08' West, for distance of 123.9 feet, more or less, to the point of beginning.

PIDN: 22-40-16-06-1-00-011

Wyoming Title & Escrow - Jackson
1110 Maple Way
Jackson, Wyoming 83001

GRANTOR: MFD INDUSTRIAL I LLC
GRANTEE: CHRISTENSEN BROTHERS LLC ET AL
Doc 1025877 Filed At 13:52 ON 10/08/21
Maureen Murphy Teton County Clerk fees: 18.00
By Corrina Dorman Deputy Clerk

WARRANTY DEED

MFD Industrial I, LLC, a Wyoming limited liability company, GRANTOR(S), of PO Box 563, Teton Village, WY 83025, for Ten Dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO Christensen Brothers, LLC, a Washington limited liability company, as to an undivided 31.3% interest, and Mogul Hospitality Partners - Jackson, LLC, a Delaware limited liability company, as to an undivided 68.7% interest, as tenants in common, GRANTEE(S), whose address is PO Box 998, Midway, UT 84049, the following described real estate, situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

See attached Exhibit A

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

WITNESS the due execution and delivery of this Warranty Deed this 6th day of October, 2021.

MFD Industrial I, LLC, a Wyoming limited liability company

Michael F. Daus, Managing Member

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Michael F. Daus, Managing Member of MFD Industrial I, LLC, a Wyoming limited liability company, this 6th day of October, 2021.

WITNESS my hand and official seal.

(SEAL)

MARTHA GRAY McKINNEY – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 25, 2024

Signature of Notarial Officer

Title and Rank

My Commission Expires

ZONING COMPLIANCE VERIFICATION (ZCV) COPY

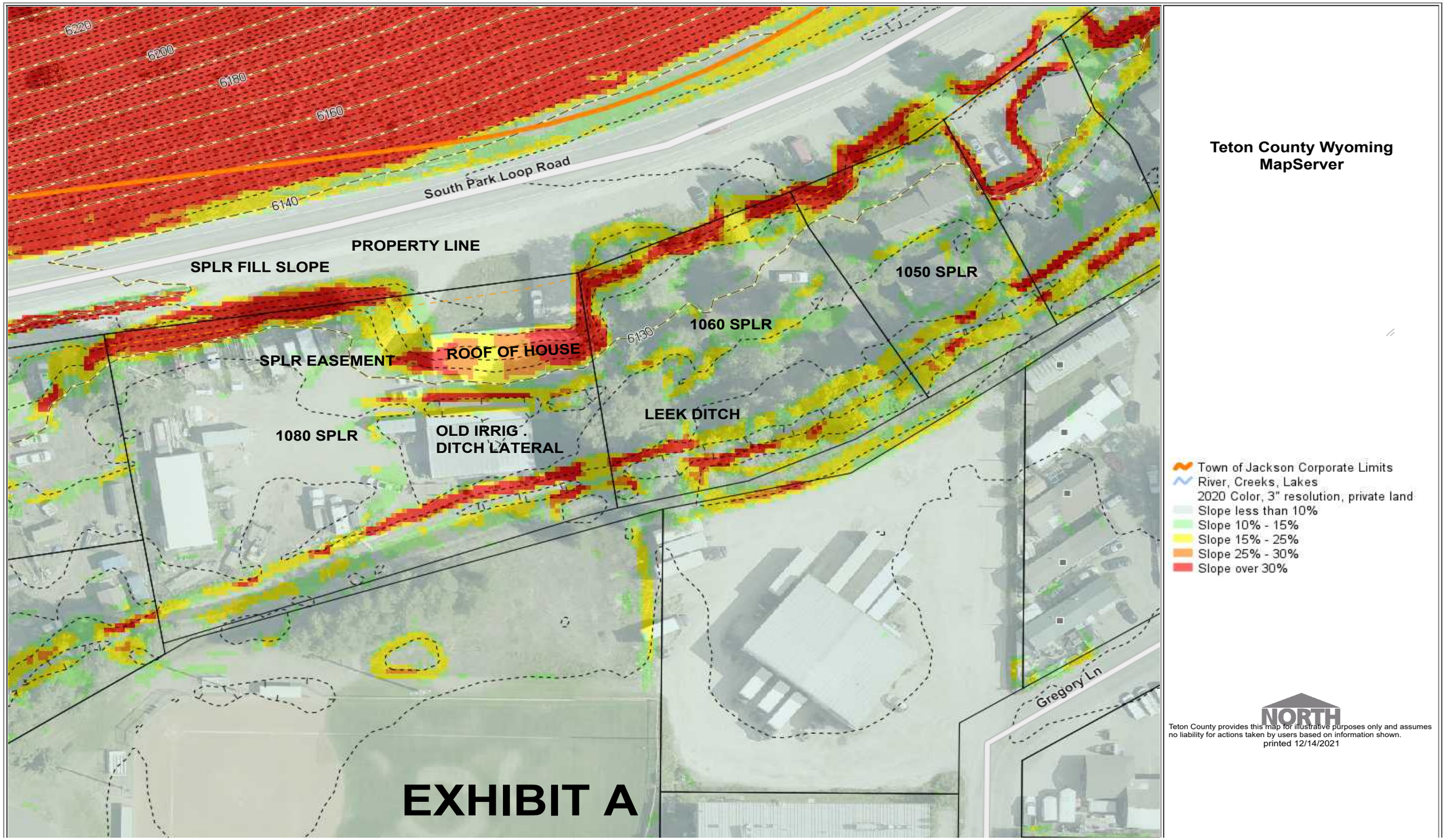
Order Number: W-25592

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land located within Lot 2, Section 6, T40N, R116W, 6th P.M., Teton County, Wyoming, said parcel being more particularly described as follows:

Beginning at a point monumented by a 1 inch diameter iron pipe, from which the northeast corner of said Section 6 bears N66° 42' 53"E, 1824.12 feet;
Thence S08° 34' 09"E, 2.80 feet to a point;
Thence continuing S08° 34' 09"E, 112.70 feet to a point;
Thence continuing S08° 34' 09"E, 39.88 feet to a point;
Thence S74° 26' 48"W, 21.48 feet to a point;
Thence S71° 14' 01"W, 166.79 feet to a point;
Thence S71° 35' 56"W, 92.30 feet to a point;
Thence N09° 45' 04"W, 188.00 feet to a point monumented by a 1 inch diameter iron pipe;
Thence continuing N09° 45' 04"W, 9.52 feet to a point;
Thence continuing N09° 45' 04"W, 7.48 feet to a point;
Thence N81° 46' 23"E, 280.66 feet to the Point of Beginning.

PIDN: 22-40-16-06-1-00-012


6220
6200
6180
6160
6140
South Park Loop Road
PROPERTY LINE
SPLR FILL SLOPE
1050 SPLR
1060 SPLR
6130
SPLR EASEMENT
ROOF OF HOUSE
LEEK DITCH
1080 SPLR
OLD IRRIG .
DITCH LATERAL
Gregory Ln
EXHIBIT A
Teton County Wyoming
MapServer
Town of Jackson Corporate Limits
River, Creeks, Lakes
2020 Color, 3" resolution, private land
Slope less than 10%
Slope 10% - 15%
Slope 15% - 25%
Slope 25% - 30%
Slope over 30%
NORTH
Teton County provides this map for illustrative purposes only and assumes no liability for actions taken by users based on information shown.
printed 12/14/2021

ZONING COMPLIANCE VERIFICATION (ZCV) COPY

PRE-APPLICATION CONFERENCE SUMMARY
Planning & Development Department
Planning Division

150 E Pearl Ave. | ph: (307) 733-o440
P.O. Box 687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

This Summary will be prepared by Planning Staff. The applicant, or the applicant's agent, shall receive a copy of this summary for their reference in submitting a sufficient application.

Staff may request additional materials during review as needed to determine compliance with the LDRs.

PRE-APPLICATION MEETING GENERAL INFORMATION.

PAP#: P21-241
Date of Conference: 10/25/21
Planning Staff: Tyler Valentine & Paul Anthony

PROJECT.

Name/Description: The Loop Housing Project
Physical Address: 1050, 1060 & 1080 South Park Loop Road
Lot, Subdivision: PIDN:
Zoning District(s): Commercial Residential – 3 (CR-3)
Overlay(s): n/a

STAKEHOLDERS.

Applicant: Mogul Hospitality Partners, LLC
Owner: Michael Pruett (1050 & 1060 SPL) and Mike Daus (1080 SPL)
Agent:

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

Application	Reason	Fee
Zoning Compliance Verification	Required prior to Development Plan submittal to determine slopes as man-made.	$601
Development Plan	Required for 100% residential projects over 30,000 sf.	$3,005
Design Review Committee (DRC)	Required for Development Plan.	$240 each submittal
Partial Vacation without Replat	Required prior to building permit submittal to vacate property lines, combine lots, vacate easements.	$601
Grading Pre-App	Required prior to Building Permit for site disturbance greater than 3,000 sf or required at Town Engineer discretion.	$180
Demo Permit	Required to remove structures.	TBD

ZONING COMPLIANCE VERIFICATION (ZCV) COPY

Building Permit	Required for all physical development.	TBD
Subdivision Plat	Only required if the intent is to condominiumize	$1,202 + technical review fees

MEETING ATTENDEES:

Name	Company	Phone/Email
Tyler Valentine	Town Planning	(307) 733-0440 x1305
Paul Anthony	Town Planning	(307) 733-0440 x1303
Brian Lenz	Town Engineering	(307) 733-3079 x1410
Jeff Silliman	Town Engineering	(307) 733-3079 x1412
Brian Schilling	Town/County Pathways	(307) 732-8573 x8573
Kelly Sluder	Town Building	(307) 733-0520 x1350
Scott Mohror	Town Engineering	(307) 733-3079 x1413
Stacy Stoker	Housing Department	(307) 732-0867
Kathy Clay	Fire Department	(307) 732-8506
Brad	Mogul Capital	bradw@mogulcapital.com
Brandon	Mogul Capital	brandonw@mogulcapital.com
Rachel	Mogul Capital	RachelL@mogulcapital.com
Randy Schrauder	SCG Engineering	randy@scgengineering.com
Chris Lee	Design Associates	chris@dajh.com
Jason	Design Associates	jason@dajh.com
Jason MacKinnon		JMacKinnon@lantz-boggio.com
Boyd		boyd@udvs.net

TIMELINES. *This table is intended to provide general information regarding the review process and timing of decisions. See Article 8 for a complete explanation of the review process.*

ZONING COMPLIANCE VERIFICATION (ZCV) COPY

The following timelines are generally applicable:

Application Types:	Sufficiency	Decision-Maker	Timeline
Zoning Compliance Verification	14 days	Staff	45 days from sufficiency
Development Plan	14 days	Town Council	90-120 days after sufficiency
DRC (concurrent with Development Plan)		Design Review Committee	DRC: Meets 2nd Wednesday of each month
Partial Vacation without Replat	14 days	Town Council	60 days from sufficiency
Grading Pre-App	1 week	Town Engineer	2-3 weeks
Demo Permit		Staff (however, the Town Council issue a 90 day stay on demolition depending on the recommendation of the Historic Preservation Board)	30-90 days
Building Permit		Building Official	First round review is typically 4 weeks.
Subdivision Plat	14 days	Town Council	90 days from sufficiency

Checklist Key.

√ Required*. Applicant must demonstrate compliance with this requirement.*

N/A Not Applicable*. Review requirement is not applicable to this project.*

General Information

Requirement		Notes
√	**Planning Permit Application.** The application should list all pertinent permits (use, physical development, interpretation, relief from the LDRs, Development Option/Subdivisions, Amendments to the LDRs) for which you are applying.	
√	**Notarized Letter of Authorization.** See "Permit and Applications" section on Planning Department website for copy of form.	Required If applicant is different than owner.
√	**Application Fees.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.	Please see above.
√	**Review fees.** The applicant is responsible for paying any review fees and expenses from consulting services necessitated by the review of the application by the County Surveyor, Town Engineer, Title Company and any other required consultant. Such fees shall be paid prior to approval of the permit.	

ZONING COMPLIANCE VERIFICATION (ZCV) COPY

√	**Mailed Notice fee.** See Section 8.2.14.C.2 for notice requirements. If mailed notices are required, the applicant is responsible for paying for any mailing in excess of 25 notices.	Landowners within two hundred (200) feet of the land subject to the application. Done by Town Staff.
√	**Digital Format.** All applications submitted to the Town Planning Department must be submitted in digital format.	Please provide digital copy with application.
√	**Response to Submittal Checklist.** All applications require response to applicable review standards. For applications where a pre-application conference is required, applicable standards are identified below. If a pre-application conference is optional, see the submittal checklist for the relevant application type, established in the Administrative Manual.	This checklist serves as a guidline for process, but has additional concerns/recommendations throughout.
√	**Title Report.** A title report, title certificate or record document guarantee prepared within the last six months that includes evidence of ownership and all encumbrances on the subject property. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review.	Required for plat
√	**Narrative description of the proposed development.** Describe in detail the existing condition of the property and the proposed development, use, or subdivision for which you are seeking approval.	
√	**Findings for approval.** Include in your narrative a response to the findings for approval found in LDR Sec. 8.3.2, as applicable.	
√	**Proposed Development Program.** Provide a table that summarizes the the projects compliance with the primary development standards (setbacks, heights, FAR, LSR, etc.).	Applicant shall provide complaince with all applicable CR-3 zoning standards and provide a housing mitigation plan. Staff will provide a building permit submittal checklist.
√	**Site Plan.** Provide a detailed site plan of the proposed project. A list of minimum standards for a site plan are established in the Administrative Manual.	Please provide site plan to scale and dimensioned.
√	**Floor Plans.** Include floor plans for any existing buildings that will be occupied by a proposed use. If changes to existing buildings are proposed, indicate those on the floor plans.	Please provide site plan to scale and dimensioned.
N/A	**Neighborhood Meeting Summary.** See Section 8.2.3 for Neighborhood Meeting requirements.	Optional.
√	**Posted Notice.** See Section 8.2.14.C.4 for Posted Notice requirements for all public hearings.	

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

Applicable Zone: Commercial Residential-3 (CR-3)

Applicable LDR Section: Sec. 2.2.13

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

	Requirement	**Notes**
√	**Structure Location and Mass** (setbacks, height, FAR, etc.)	Show in CR-3 compliance summary table
N/A	**Maximum Scale of Development** (individual building size)	

ZONING COMPLIANCE VERIFICATION (ZCV) COPY

√	**Design Review** (Design Guidelines and Design Review Committee)	DRC meets second Wednesday of each month.
√	**Site Development** (Driveway and Access limits)	
√	**Landscaping** (see Div. 5.5 for more information)	
√	**Fencing** (see Sec. 5.1.2 for more information)	
N/A	**Environmental Standards (see Div. 5.1 and 5.2 for more information)** • Natural Resource Buffers • Irrigation Ditch Setback • Wild Animal Feeding • Natural Resource Overlay Standards • Bear Conflict Area Standards	
√	**Scenic Standards (see Div. 5.3 for more information)** • Exterior Lighting • Scenic Resource Overlay (SRO) Standards	Provide exterior lighting worksheet with building permit submittal, provide manufacturer cut sheets.
√	**Natural Hazards to Avoid (see Div. 5.4 for more information)** • Steep Slopes • Areas of Unstable Soils • Fault Areas • Floodplains • Wildland Urban Interface	Only if applicable
N/A	**Signs (see Div. 5.6 for more information)**	Signs approved separately.
√	**Grading, Erosion Control, Stormwater (see Div. 5.7 for more information)** • Grading • Erosion Control • Stormwater Management	Grading pre-app will be required. All grading info will be included in the building permit.

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

Requirement		**Notes**
√	**Allowed Uses** (see Div. 6.1 for more information)	
√	**Parking** (see Div. 6.2 for more information)	Show all parking dimensions including drive aisle width. This development can use the underground parking ordinance. In addition, please identify bike parking per the LDRs.
___√___	**Employee Housing** (see Div. 6.3 for more information)	
√	**Maximum Scale of Use**	

ZONING COMPLIANCE VERIFICATION (ZCV) COPY

√	**Operational Standards (see Div. 6.4 for more information)** • Outside Storage • Refuse and Recycling • Noise • Vibration • Electrical Disturbances • Fire and Explosive Hazards • Heat and Humidity • Radioactivity	Refuse and recycling enclosure req'd. Please show on site plan.

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

Requirement		Notes
√	**Allowed Subdivision and Development Options** (see Div. 7.1 and 7.2 for more information)	
N/A	**Residential Subdivision Requirements** (see Div. 7.4 and 7.5 for more information) • School and Parks Exactions	
√	**Infrastructure (see Div. 7.6 and 7.7 for more information)** • Transportation Facilities • Required Utilities	

OTHER APPLICABLE LDR STANDARDS

Requirement		Notes:
N/A	**Division 1.9, Nonconformities** **1.9.2** Nonconforming Physical Development **1.9.3** Nonconforming Uses **1.9.4** Nonconforming Development Options and Subdivisions **1.9.5** Nonconforming Signs	

N/A **Division 7.3, Open Space Standards**

- **7.3.3** Configuration and Location of Required Open Space
- **7.3.4** Use of Open Space
- **7.3.5** Physical Development Permitted in Open Space
- **7.3.6** Record of Restriction
- **7.3.7** Ownership of Open Space

ADDITIONAL COMMENTS

1. **In the Development Plan submittal, the applicant needs to clearly identify how/where the base FAR and 2:1 bonus is being allocated both in the floor plans and narrative. When calculating FAR, hallways, mechanical spaces, stairs and elevators count. Stairs are counted every two floors and elevators are counted only once.**
2. **As the building design moves further along, consider additional storage space for most, if not all, units. It is the Town's understanding that some market units will be deed restricted at a later date to mitigate future development(s). In order for those units to meet the livability standards at the time of deed restriction, those units will need to have storage space. It would be prudent to consider the livability standards upfront so that issues do not arise at the time of deed restriction.**
3. **Applicant must detail how the development complies with all standards for the 4th story allowance. Also, the 4th story may need to be stepped back from the front and/or sides to blend into surrounding development according one of the standards in Section 2.2.13.E.4.**
4. **The site plan will need to include multiple pedestrian connections from the building to the sidewalk in the right-of-way.**
5. **At Development Plan, the applicant will need to include bike racks in various locations. This should include guest racks and racks protected from the elements.**
6. **Applicant shall address pedestrian frontage requirements (see Brian Schilling's comments), transparency, story height, blank wall, etc. in LDR Section 2.2.1.**
7. **Ditch: Ditches can be buried provided Section 7.7.4.D is complied with. Since water rights owners can access and maintain water flow in the event the buried pipe is blocked or restricted, the applicant should provide enough room for equipment to access the back of the site for maintenance, repairs, etc.**
8. **Considering there is no on-street parking or nearby public parking lots, the applicant should strongly consider providing guest parking. Alternatively, the Town is open to supporting an Administrative Adjustment to reduce parking requirements. Staff is supportive of reducing the parking requirement for some of the 2-bedrom units from 1.5 spaces per unit to 1 space per unit. This would free up parking for guests.**
9. **At the meeting we discussed the potential for a frontage road for guest parking. This should be further explored with the design team but also coordinate with Public Works, Pathways and Planning.**
10. **ADA Parking according to the LDRs: 1 ADA space is required per 25 required spaces. Thus, 10 ADA spaces are required under the current 239 space paring plan.**
11. **Housing Credit: 0.131 units. 4 single family homes. There are some apartments, but apartments are not granted credits.**
12. **What happens to the existing vehicular access on the adjacent property to the east (1100 SLP Road)? Does that access shift west so that it is located directly north of their property?**
13. **Planning and engineering recommend speaking with WYDOT (Darin Kaufman) regarding traffic impacts as the nearby ligl Highway 89 and SPL Road).**

PLAN REVIEW COMMITTEE. *The Plan Review Committee consists of the following listed agencies. Planning Staff will transmit pertinent portions of the application to each agency.* ***Other agencies and individuals not checked off on this list may be added to the PRC if necessary.***

ZONING COMPLIANCE VERIFICATION (ZCV) COPY

	Agency	Required for:
√	Building Official	
√	Town Attorney	
√	Town Engineer	
√	Title Company – for subdivision plat	
√	County Surveyor – for subdivision plat	
√	Jackson Hole Fire EMS	
√	Housing Authority	
	Integrated Solid Waste & Recycling	
	National Park Service	
√	Parks and Recreation Department	
√	Pathways Coordinator	
	Public and Environmental Health	
√	Police Department	
	Teton Conservation District	
	Teton County School District	
	Teton County (required when subdividing land within one mile of the Teton County)	
	U.S. Forest Service (if adjacent to or accessing through forest service lands)	
	Wyoming Department of Environmemtal Quality	
	Wyoming Department of Game & Fish	
	Other	

JORGENSEN GEOTECHNICAL, LLC

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
| www.jorgeng.com

MEMORANDUM

TO: Brian Lenz, P.E.
FROM: Jack Fitzgerald, E.I., Colter H. Lane, P.E.
DATE: 01/11/2019
SUBJECT: 1120 South Park Loop Road
PROJECT NO.: 18147

We are writing this memorandum to summarize the findings of our preliminary slope evaluation of the residence at 1120 South Park Loop Road in Jackson, Wyoming. A review of the Teton County slope analysis on Teton County GIS indicates the property has areas of 25-30% slopes as well as slopes in excess of 30%. Based on our analysis, these steep slopes were a result of grading efforts for construction of South Park Loop Road and property access roads, and are not a natural continuation of the slope of High School Butte. Four exhibits are attached to support this conclusion, and are discussed in detail below.

Exhibit 1: Comparison of Historical Imagery
This exhibit compares the Teton County slope analysis (lower left) with historical imagery from 1955 (upper left) and 1999 (upper right). In the figure, dashed lines represent roadways visible in 1955 and solid lines represent roadways visible in 1999. Aerial photography in 1955 and 1999 are not special per se, but the quality of imagery along South Park Loop Road is better than surrounding years and the images appear to adequately portray historic grading conditions.

The steep slopes south of South Park Loop Road appear to correlate with fill slopes of the area's roads and driveways, an apparent pattern which is observable on properties from Blair Drive to Gregory Lane. Specifically on 1120 South Park Loop Road, steep slopes appear to result from grading efforts from pre-1955 roadways, widening of South Park Loop road, and grading work to extend the driveway up to South Park Loop.

Exhibit 2: Cross Section Location Map
Two cross sections were built to compare the disturbed slope around 1120 South Park Loop Road (A-A') with a relatively undisturbed slope (B-B'). Cross section B-B' slope was chosen as an approximation of the undisturbed slope along the southern toe of High School Butte. The cross sections were built using topographic data taken from a 2015 LiDAR survey of Teton County.

Exhibit 3: Relatively Undisturbed Cross Section
As stated above, Cross Section B-B' represents a relatively undisturbed slope at the toe of High School Butte, further to the west where the existing South Park Loop Road Is no longer along the toe of the butte, and is used as a comparison to existing slopes at the property in question. The term "relatively undisturbed" is used because the former alignment of South Park Loop Road ran through this section. Even so, based on the approximate location of the former road and the slope angles taken from the LiDAR data, we believe this is a good approximation of ground surface conditions of the slope south of High School Butte prior to any grading work based on natural geomorphologic processes. The measured

slope transition zone between the butte and valley bottom is measured on this cross-section to be 11.5%.

Exhibit 4: Cross Section for 1120 South Park Loop Road

The cross section through 1120 South Park Loop shows the existing road conditions (thick black line) compared with an extrapolated slope angle (thin black line) and the estimated undisturbed slope (green). The extrapolated slope extends the slope angle of the butte to where it may have met the approximately horizontal ground surface of the valley floor. The estimated undisturbed slope is the ground surface profile from cross section B-B'. The estimated maximum cut and fill, which may exist based on these respective original ground surfaces, are shown in red. From Exhibit 1, the slopes in excess of 25% occur in the northern portion of the property. According to this analysis, the original ground surface slopes prior to grading is estimated to be on the order of 10% or less. This estimate is based upon our interpretation of the best available information given that original conditions along the toe of the butte have been completely disturbed and contains inherent uncertainty

Conclusion

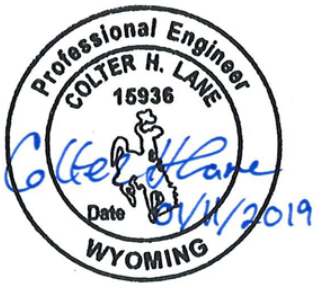
Based on these observations, slopes in excess of 25% on 1120 South Park Loop Road are likely to be manmade and the natural runout of the slope is estimated to be on the order of 10% or less. The average slope across the entire lot was calculated to be approximately 8% under current conditions, and 5% in undisturbed conditions. We therefore conclude that a Hillside Conditional Use Permit is not required for grading on this lot. However, given the site grading may impact the slope adjacent South Park Loop Road, we recommend a complete geotechnical investigation be conducted with any development proposal for this parcel.

If you have any question about this memorandum, please contact us.

Respectfully submitted,

JORGENSEN GEOTECHNICAL, LLC





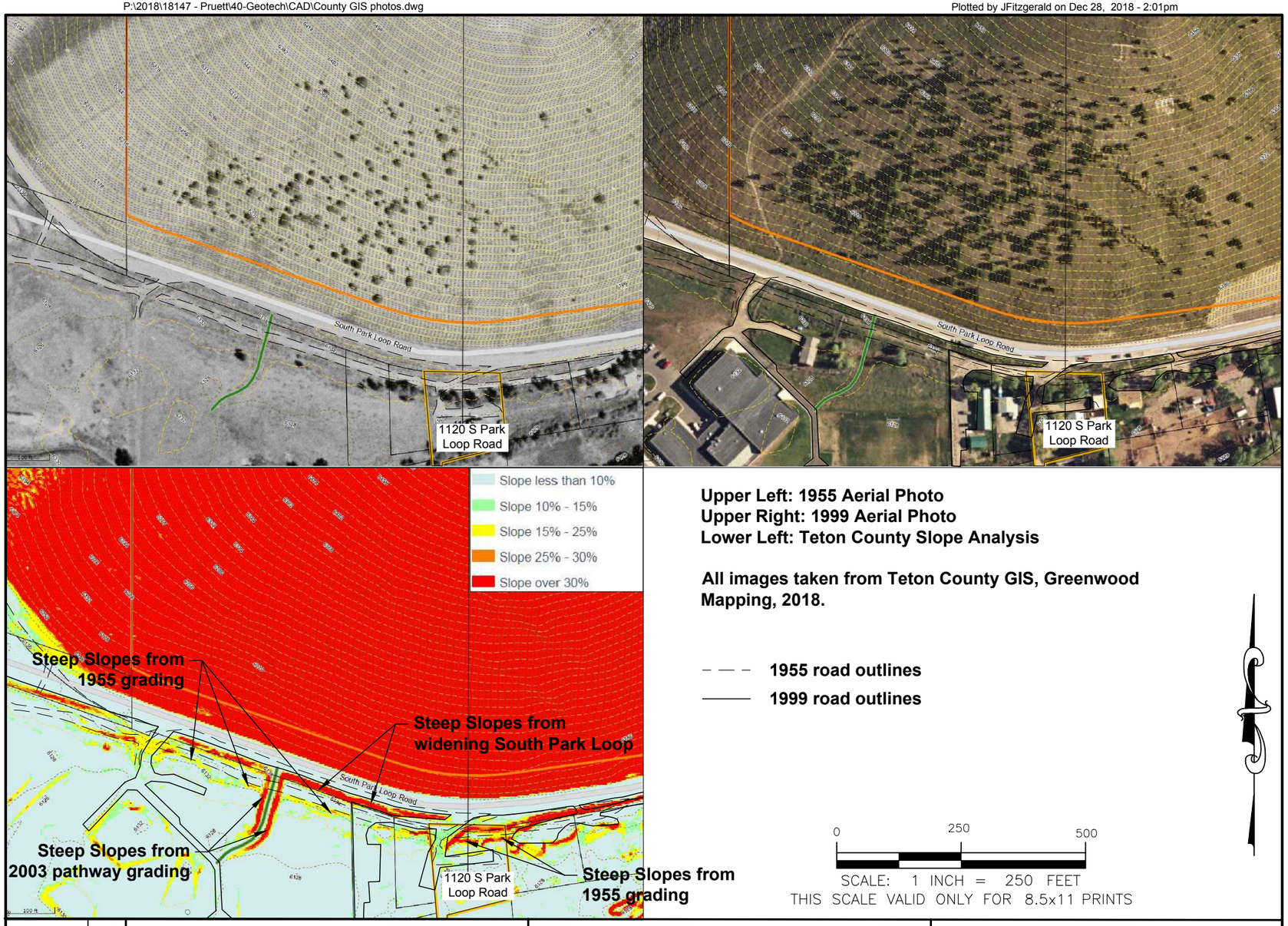
Jack Fitzgerald, E.I.

Colter H. Lane, P.E.

Attached:
Exhibit 1: Comparison of Historical Imagery
Exhibit 2: Cross Section Location Map
Exhibit 3: Relatively Undisturbed Cross Section
Exhibit 4: Cross Section for 1120 South Park Loop Road

P:\2018\18147 - Pruett\40-Geotech\CAD\County GIS photos.dwg

Plotted by JFitzgerald on Dec 28, 2018 - 2:01pm



Upper Left: 1955 Aerial Photo
Upper Right: 1999 Aerial Photo
Lower Left: Teton County Slope Analysis

All images taken from Teton County GIS, Greenwood Mapping, 2018.

1955 road outlines

1999 road outlines

0 250 500

SCALE: 1 INCH = 250 FEET
THIS SCALE VALID ONLY FOR 8.5x11 PRINTS

DRAFTED BY:	JWF
REVIEWED BY:	CHL
PROJECT NUMBER	18147

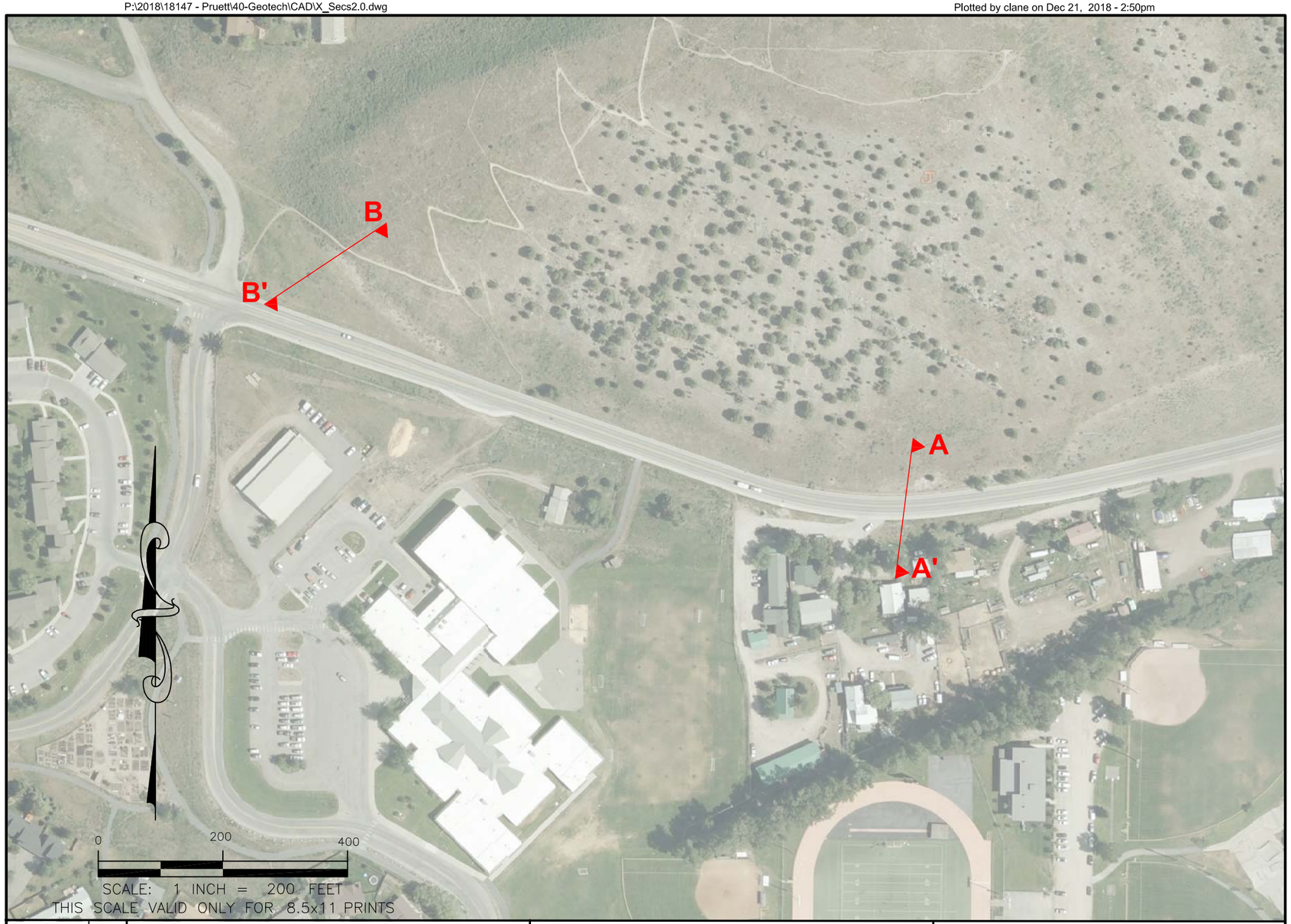
SHEET TITLE:
Exhibit 1
Comparision of Historical Imagery

PROJECT TITLE:
Slope Evaluation
1120 South Park Loop Road
Teton County, WY.

JORGENSEN Geotechnical, LLC
307-733-5150 www.jorgeng.com

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Plotted by clane on Dec 21, 2018 - 2:50pm



DRAFTED BY:	JWF
REVIEWED BY:	CHL
PROJECT NUMBER	18147

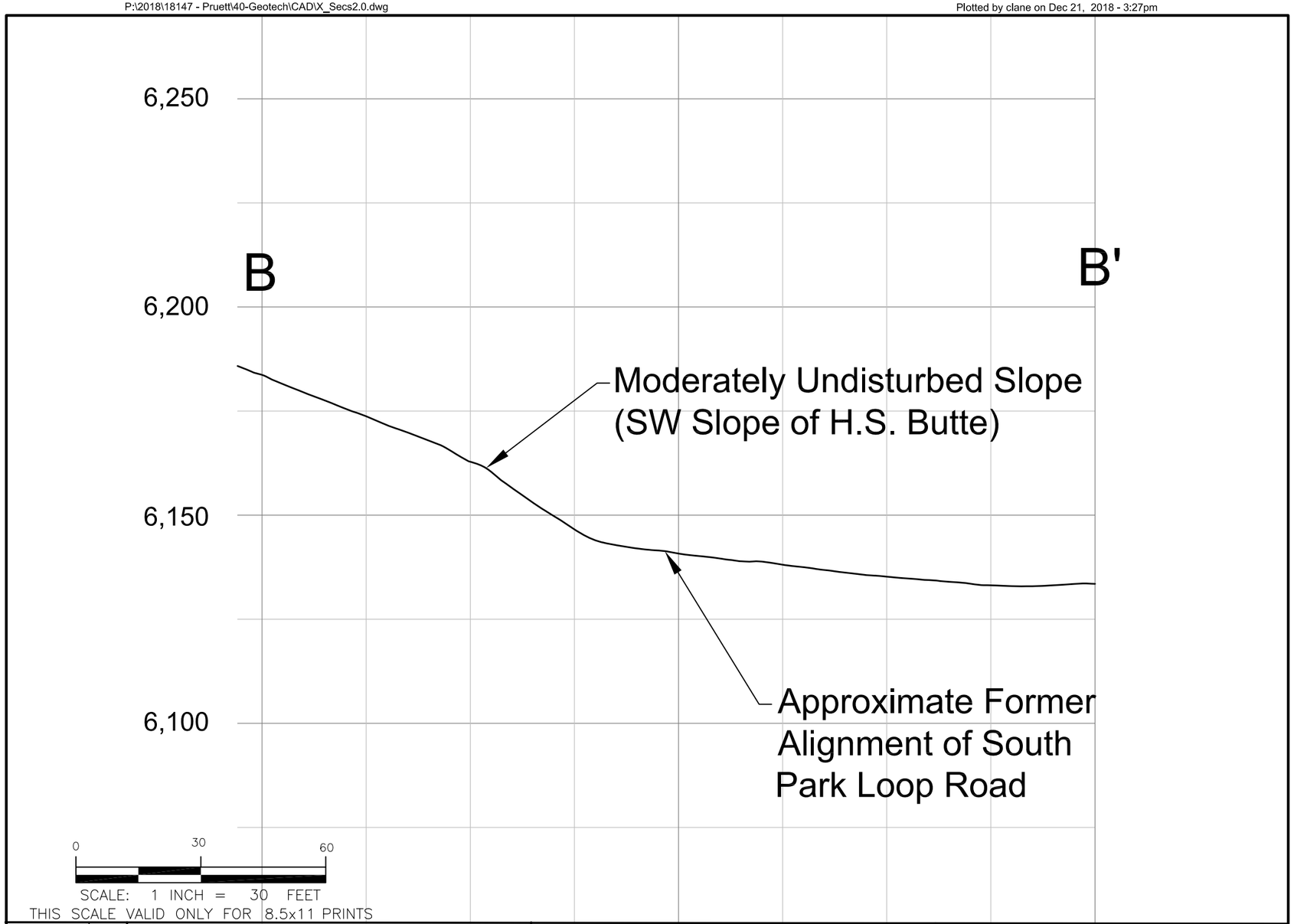
SHEET TITLE:
Exhibit 2
Cross Section Location Map

PROJECT TITLE:
Slope Evaluation
1120 South Park Loop Road
Teton County, WY.

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Plotted by clane on Dec 21, 2018 - 3:27pm



DRAFTED BY:	JWF
REVIEWED BY:	CHL
PROJECT NUMBER	18147

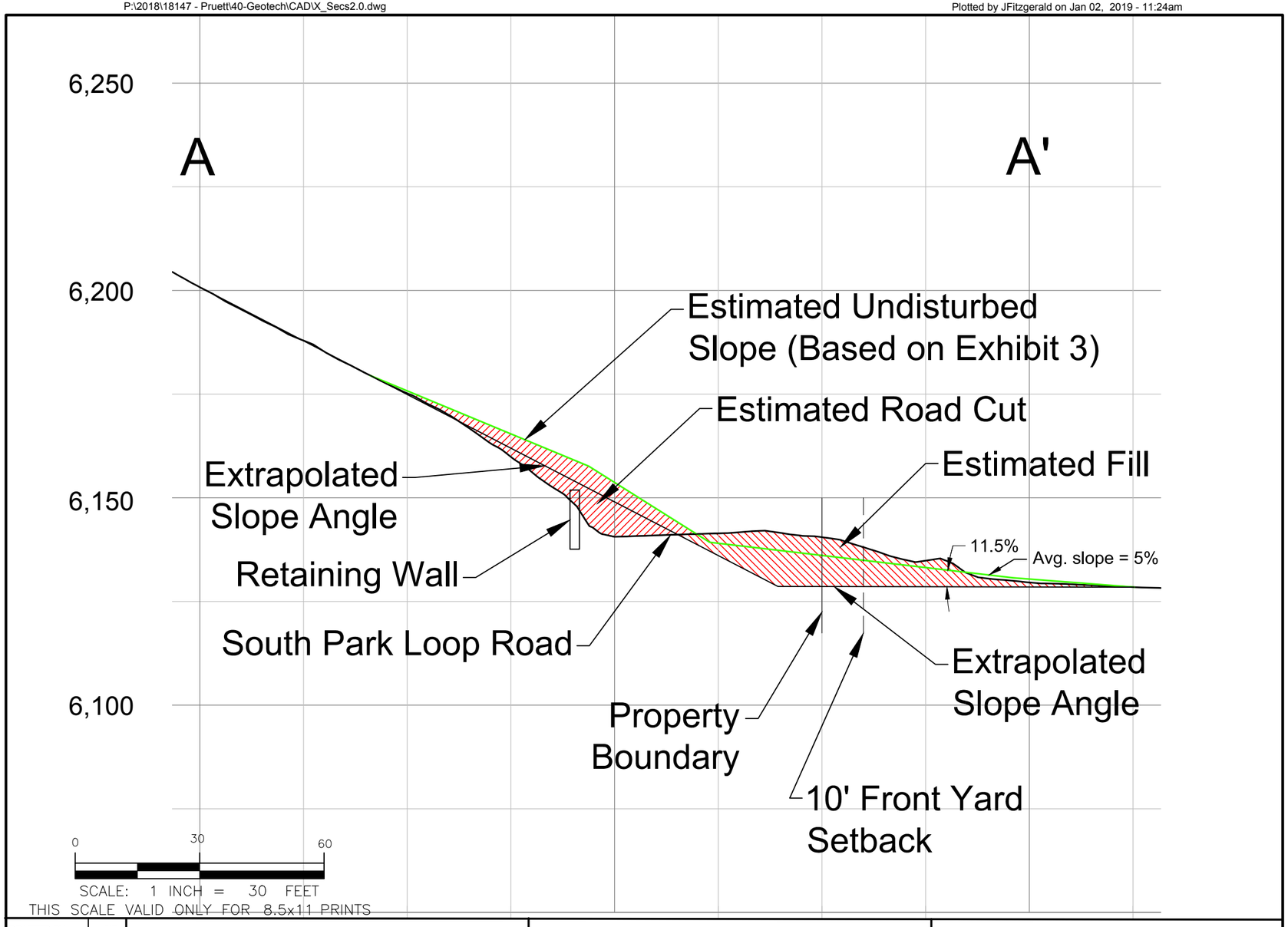
SHEET TITLE:
Exhibit 3
Relatively Undisturbed Cross Section

PROJECT TITLE:
Pruett Due Diligence
1120 South Park Loop Road
Teton County, WY.

JORGENSEN
Geotechnical, LLC
307-733-5150 www.jorgeng.com

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Plotted by JFitzgerald on Jan 02, 2019 - 11:24am



DRAFTED BY:	JWF
REVIEWED BY:	CHL
PROJECT NUMBER	18147

SHEET TITLE:
Exhibit 4
Cross Section for 1120 South Park Loop Road

PROJECT TITLE:
Slope Analysis
1120 South Park Loop Road
Teton County, WY.

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JORGENSEN GEOTECHNICAL, LLC

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|www.jorgeng.com

MEMORANDUM

TO: Michael Pruett

FROM: Jack Fitzgerald, E.I., G.I.T.; Colter H. Lane, P.E. JWF CHL

DATE: May 6, 2021

SUBJECT: 1060 and 1050 South Park Loop Road Slope Evaluation

PROJECT NO.: 21045

This memorandum presents the findings of our slope evaluations of the properties located at 1060 and 1050 South Park Loop Road in Jackson, Wyoming. The "Slopes" layer of the Teton County GIS indicates portions of the properties are covered by 25-30% slopes, as well as slopes in excess of 30%. Our analysis indicates these steep slopes are a result of previous grading along the sites, and not a natural continuation of the slope of High School Butte. A discussion of our methods is found below, along with descriptions of four exhibits (attached) which support the conclusions.

Methodology

The analysis is based on available historical imagery and LiDAR data retrieved from the Teton County GIS Map Server (Teton County, 2021), as well as our knowledge of geomorphological processes. Historical imagery indicates the previous alignment of South Park Loop Road was further south than its current location, and the locations of slopes greater than 30% appears to coincide with where fill slopes associated with road construction would be expected. The historic photos also show some cuts made into the toe of the slope starting in the 1970's (possibly a small quarry). The scar from this excavation is still visible on the slope, and was used, in part, to assist in the extrapolation of the natural slope of the hillside.

The steep slopes south of South Park Loop Road appear to correlate with fill slopes of the area's roads and driveways, an apparent pattern which is observable on properties from Blair Drive to Gregory Lane. Specifically on the subject properties, steep slopes appear to result from grading efforts from pre-1955 roadways, and the widening of South Park Loop road.

Exhibit 1: Cross Section Location Map

Three cross sections were built to compare the disturbed slopes around 1060 and 1050 South Park Loop Road (cross sections B-B' and C-C', respectively) with a relatively undisturbed slope (A-A'). Cross section A-A' slope was chosen as an approximation of the undisturbed slope along the southern toe of High School Butte. The cross sections were built using topographic data taken from a 2015 LiDAR survey of Teton County.

Exhibit 2: Relatively Undisturbed Cross Section

As stated above, Cross Section A-A' represents a relatively undisturbed slope at the toe of High School Butte and is used as a comparison to existing slopes at the properties in question. The term "relatively

undisturbed" is used because the former alignment of South Park Loop Road ran through this section. Even so, based on the approximate location of the former road and the slope angles taken from the LiDAR data, we believe this is a good approximation of ground surface conditions of the slope south of High School Butte prior to any grading work based on natural geomorphologic processes. The measured slope transition zone between the toe of the Butte and valley bottom is measured on this cross-section to be approximately 12%.

Exhibits 3 and 4: Cross Sections for 1060 and 1050 South Park Loop Road

The cross sections through the subject properties show the existing slope conditions (shown as a black line) compared with an extrapolated slope angle (shown in green). The extrapolated slope extends the slope angle of the Butte to where it may have met the approximately horizontal ground surface of the valley floor. It is based on the location of the scar from the 1970's excavations, as well as the geometry of the relatively undisturbed slope shown in Exhibit 2. The slopes greater than 25% occur in the northern portions of the properties, corresponding to the location of the road and associated grading activities.

According to this analysis, the original ground surface slopes prior to grading is estimated to be on the order of 10.5% or less. This estimate is based upon our interpretation of the best available information given that original conditions along the toe of the butte have been completely disturbed and contains inherent uncertainty

Conclusion

Based on these observations, slopes in excess of 25% on 1060 and 1050 South Park Loop Road are likely to be manmade and the natural runout of the slope is estimated to be much flatter. We therefore conclude that a Hillside Conditional Use Permit is likely not required for grading on these lots. However, given the site grading may impact the slope adjacent to South Park Loop Road, we recommend a complete geotechnical investigation be conducted with any development proposal for these parcels.

If you have any question about this memorandum, please contact us.

Attached: Exhibit 1: Cross Section Location Map
Exhibit 2: Relatively Undisturbed Cross Section
Exhibit 3: Cross Section for 1060 South Park Loop Road
Exhibit 4: Cross Section for 1050 South Park Loop Road

References

Teton County Geographic Information System, 2021, Teton County, Wyoming, accessed May 4 from: https://maps.greenwoodmap.com/tetonwy/mapserver/map#zcr=9.335111463888694/2434569.3102442254/1408949.4197738057/0&lyrs=a2020,slopesZ,state_fed,water,tojcorp,Roads,ownership,placelabels&filter=(pidn%20in('22-40-16-06-1-00-011'%2C'22-40-16-06-1-00-010'))

ZONING COMPLIANCE VERIFICATION (ZCV) COPY

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Plotted by JFitzgerald on May 05, 2021 - 4:56pm



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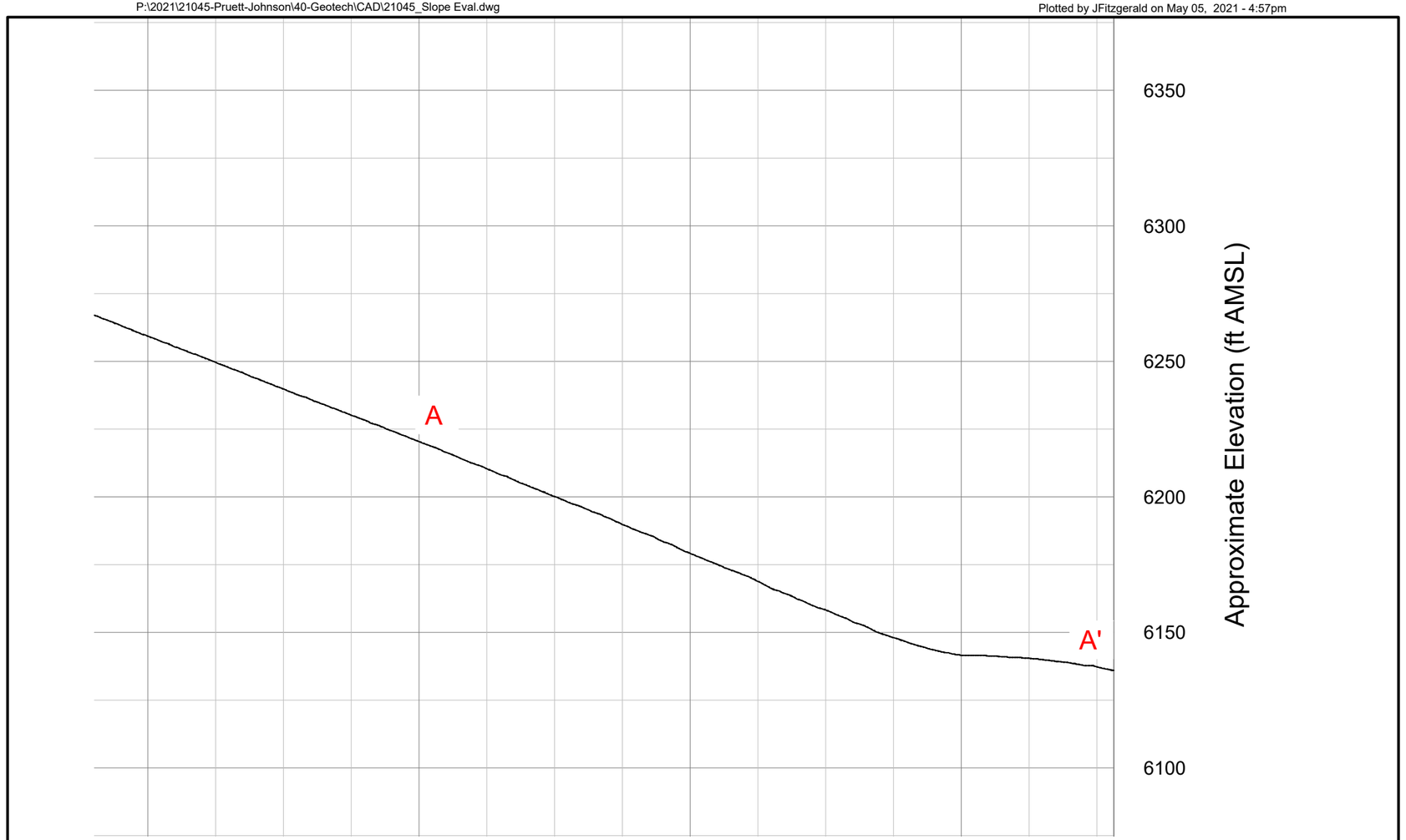
SCALE: 1 INCH = 300 FEET

THIS SCALE VALID ONLY FOR 8.5x11 PRINTS

DRAFTED BY: JWF	SHEET TITLE: Exhibit 1 Cross Section Location Map	PROJECT TITLE: 1060 & 1050 South Park Loop Road Slope Evaluation Jackson, Wyoming	JORGENSEN Geotechnical, LLC 307-733-5150 www.jorgeng.com
REVIEWED BY: CPJ			
PROJECT NUMBER 21045			

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Plotted by JFitzgerald on May 05, 2021 - 4:57pm



SCALE: 1 INCH = 50 FEET
THIS SCALE VALID ONLY FOR 8.5x11 PRINTS

DRAFTED BY:	JWF
REVIEWED BY:	CHL
PROJECT NUMBER	21045

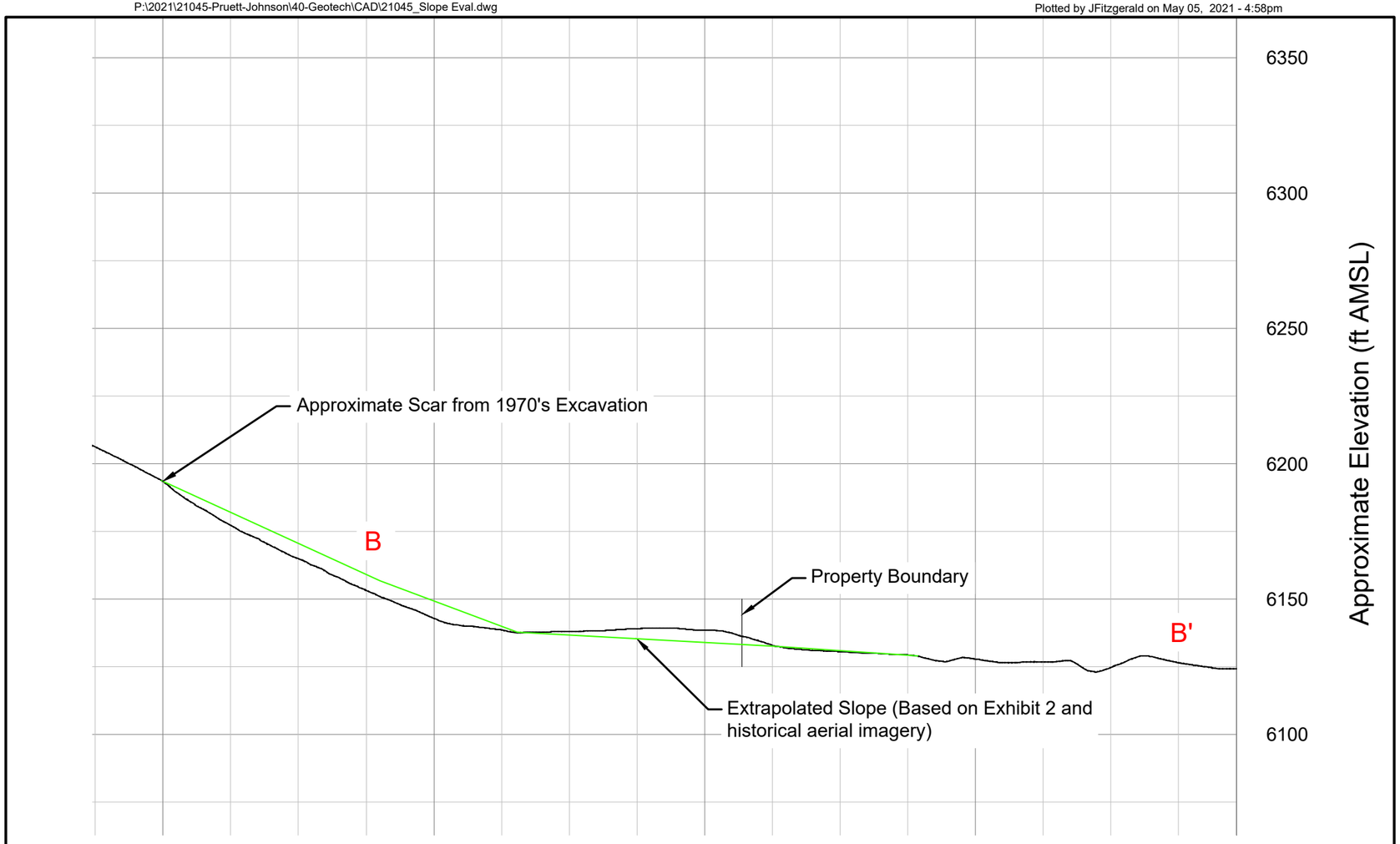
SHEET TITLE:
Exhibit 2
Cross Section A-A'
Relatively Undisturbed Slope

PROJECT TITLE:
1060 & 1050 South Park Loop Road
Slope Evaluation
Jackson, Wyoming

JORGENSEN
Geotechnical, LLC
307-733-5150 www.jorgeng.com

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Plotted by JFitzgerald on May 05, 2021 - 4:58pm



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SCALE: 1 INCH = 50 FEET

THIS SCALE VALID ONLY FOR 8.5x11 PRINTS

DRAFTED BY:	JWF
REVIEWED BY:	CHL
PROJECT NUMBER	21045

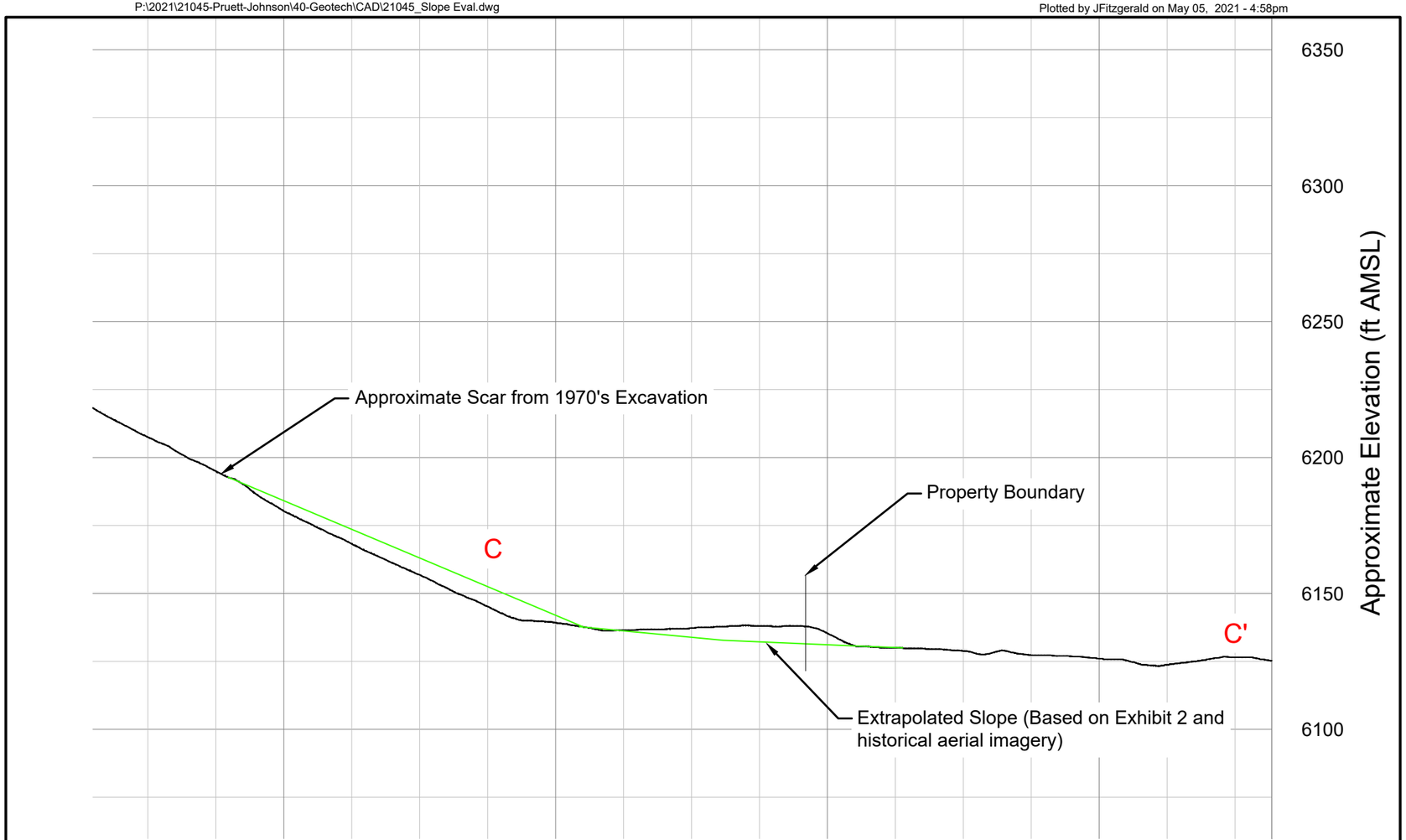
SHEET TITLE:
Exhibit 3
Cross Section B-B'
1060 South Park Loop Road

PROJECT TITLE:
1060 & 1050 South Park Loop Road
Slope Evaluation
Jackson, Wyoming

JORGENSEN
Geotechnical, LLC
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Plotted by JFitzgerald on May 05, 2021 - 4:58pm



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SCALE: 1 INCH = 50 FEET

THIS SCALE VALID ONLY FOR 8.5x11 PRINTS

DRAFTED BY: JWF REVIEWED BY: CHL PROJECT NUMBER 21045	SHEET TITLE: Exhibit 4 Cross Section C-C' 1050 South Park Loop Road	PROJECT TITLE: 1060 & 1050 South Park Loop Road Slope Evaluation Jackson, Wyoming	JORGENSEN Geotechnical, LLC 307-733-5150 www.jorgeng.com

NARRATIVE

LDR Section 8.3.3 - Findings for Approval:

1. Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan;

Compliant, This development falls within the Comprehensive plan District 5: West Jackson – 5.3 High School Butte transitional subarea which includes a variety of housing types and forms including single family, duplex, triplex, and multifamily occupied primarily by the workforce community in Jackson. This new development design strives to provide a desirable and vibrant community neighborhood with a mixture of market rate and workforce housing and in a transitional subarea of town. The new development is compliant with the CR-3 zone and the comprehensive plan for allowing multifamily housing projects. The overall site design provides appealing walkable pedestrian access and future planning of bike lane access connections to the surrounding areas and local commercial services from our new housing development. With the amount of proposed landscaping and lawn trees in the right-of-way it will allow for a pleasant walking and biking experience at the pedestrian frontage of our development that will also provide screening and a large landscaped buffer zone between the edge of South Park Loop roadway and our building frontage at the North end of the site. The exterior design and choice of building materials for the project meets the town design guidelines for this subarea of town. The building layout and site design of this development have taken advantage of the existing site grades to allow for both buildings to step down the hill which will allow this project to maximize more housing, vehicle parking, and resident amenities for this community. We have also designed in supplemental visitor parking and areas for short term deliveries at both main entrances to both buildings which will be necessary for the operations of this new development.

2. Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable; Not Applicable,

This project is not located within the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO) and this finding is not applicable to our project.

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;

Compliant, The development falls within the Town of Jackson's corporate limits and is supported by public services, such as water, sewer, public street maintenance, law enforcement, fire protection, emergency services, library and school systems. St John's Hospital and associated healthcare services are available in close proximity. The properties are within a specified Town of Jackson zoned district, which anticipates a proposed build-out density that is commensurate with what is proposed. Significant impacts on such public services are not projected as they are already utilized in the area and not beyond the existing service range.

4. Complies with the Town of Jackson Design Guidelines, if applicable;

Compliant, The development complies with the Town Design Guidelines. This project will be submitted for Design Review Committee (DRC) and will run concurrent with the Development plan review process and the Zoning Compliance Verification.

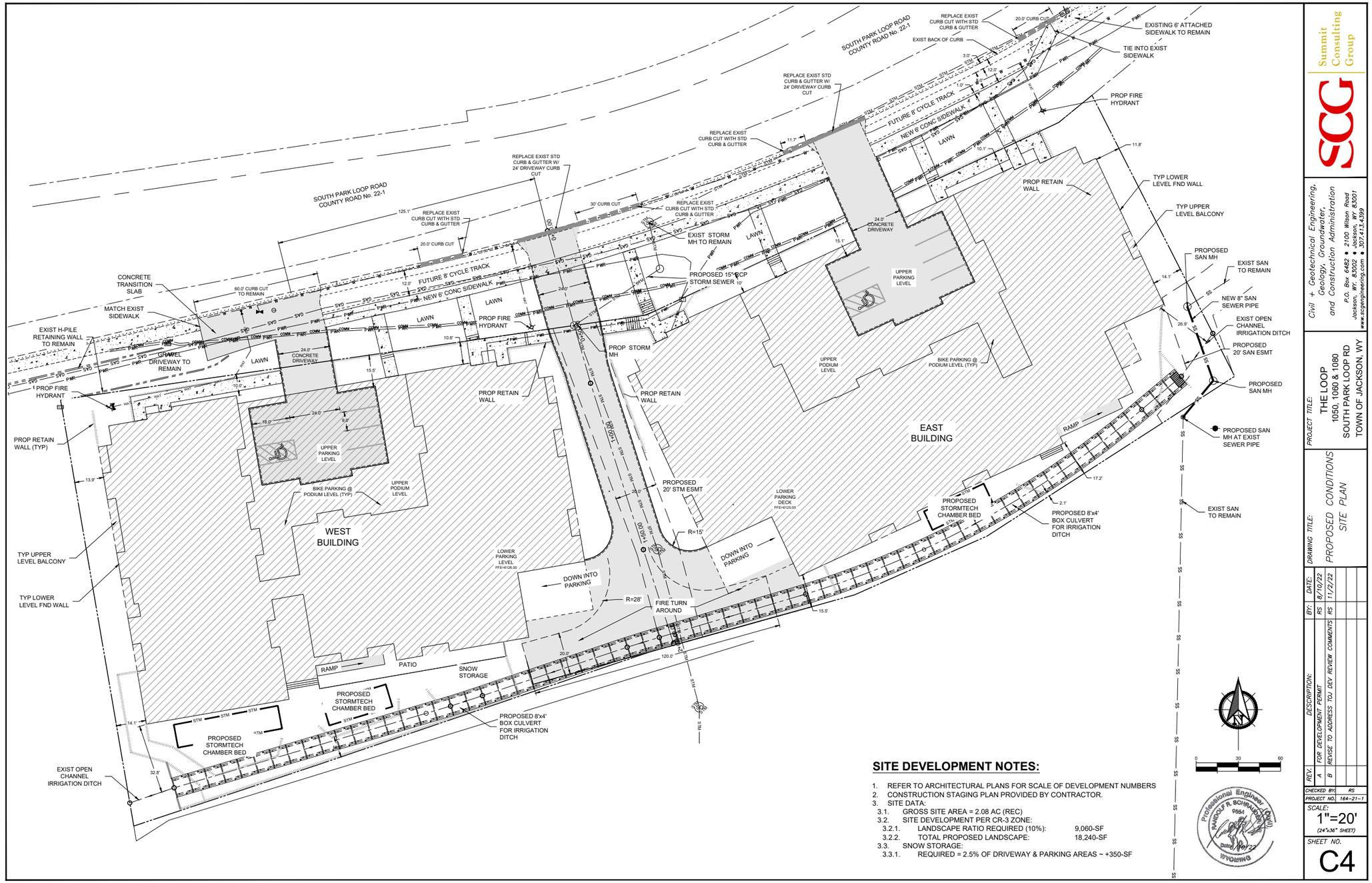
5. Complies with all relevant standards of these LDRs and other Town Ordinances;

Compliant, the project design complies with all of the applicable Land Development Regulations and Town Ordinances.

6. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

Compliant, the development is in conformance with all standards and prior permits.

DEVELOPMENT PLAN - SITE PLAN



SITE DEVELOPMENT NOTES:

1. REFER TO ARCHITECTURAL PLANS FOR SCALE OF DEVELOPMENT NUMBERS
2. CONSTRUCTION STAGING PLAN PROVIDED BY CONTRACTOR.
3. SITE DATA:
   - 3.1. GROSS SITE AREA = 2.08 AC (REC)
   - 3.2. SITE DEVELOPMENT PER CR-3 ZONE:
     - 3.2.1. LANDSCAPE RATIO REQUIRED (10%): 9,060-SF
     - 3.2.2. TOTAL PROPOSED LANDSCAPE: 18,240-SF
   - 3.3. SNOW STORAGE:
     - 3.3.1. REQUIRED = 2.5% OF DRIVEWAY & PARKING AREAS ~ +350-SF

Professional Engineer — RANDOLF R. SCHWAUCH — 9984 — WYOMING — Date: 8/10/22

Summit Consulting Group
SCG
Civil + Geotechnical Engineering, Geology, Groundwater, and Construction Administration
P.O. Box 6482 • 2100 Wilson Road
Jackson, WY. 83002 • Jackson, WY. 83001
www.scgengineering.com • 307.413.4299

PROJECT TITLE: THE LOOP
1050, 1060 & 1080 SOUTH PARK LOOP RD
TOWN OF JACKSON, WY

DRAWING TITLE: PROPOSED CONDITIONS SITE PLAN

REV.	BY:	DATE:	DESCRIPTION:
A	RS	8/10/22	FOR DEVELOPMENT PERMIT
B	RS	11/2/22	REVISE TO ADDRESS TOJ DEV REVIEW COMMENTS

CHECKED BY: RS
PROJECT NO. 164-21-1
SCALE: 1"=20' (24"x36" SHEET)
SHEET NO. C4

Loop Housing Project

September 30, 2022

DEVELOPMENT STATS & NARRATIVE

Lot Info
Address: 1050, 1060, & 1080 South Park Loop Road
PIDN: 1050 South Park Loop Road – 22-40-16-06-1-00-010
1060 South Park Loop Road – 22-40-16-06-1-00-011
1080 South Park Loop Road – 22-40-16-06-1-00-012

Area: 1050 South Park Loop Road – .34 acres
1060 South Park Loop Road – .60 acres
1080 South Park Loop Road – 1.15 acres
Full Site 2.09 acres (91,040 s.f.),
Total Building footprint for both buildings at grade1.22 acres (53,430 s.f.)

Zoning: CR-3
Overlays: N/A
Scale of Development
FAR: 2.09 acres (91,040 s.f.)
Allowed: .40 (36,416 s.f.)
DEV Plan Threshold – (>30,000 s.f.)
2:1 Bonus: 23,943 s.f. - all deed restricted workforce housing
Site Development: .58 (East & West Parking Garage – 53,130 s.f.)
Allowed: .90 (81,936 s.f.)

Building Floor Area

West Building	
Garage Levels 2	26,924 s.f.
Garage Level 1	24,330 s.f.
Level 1	20,966 s.f.
Level 2	20,785 s.f.
Level 3	19,958 s.f.
Level 4	18,787 s.f.
Grand Total	131,750 s.f.

East Building	
Garage Levels 2	28,645 s.f.
Garage Level 1	28,800 s.f.
Level 1	20,298 s.f.
Level 2	19,975 s.f.
Level 3	19,585 s.f.
Level 4	18,102 s.f.
Grand Total	135,405 s.f.

New Parking
Residential: 1/DU < 500 s.f., otherwise 1.5/DU
Parking Spots: 246 total parking stalls
232 covered parking stalls and 14 visitor parking at main entrances
(232 residential parking required for this project)

Additional Unit Storage: All units will be provided with additional storage that meets the Livability Standards minimum size requirements

Landscape Ratio
Min: 10% (9,104 s.f.)
Plant Units (min): 1/1,000 s.f. landscaped area + 1/12 parking spots
Landscaped area provided: 24% (22,177 s.f.)

Building Height
Max height: 48' (roof pitch < 5/12)
Stories: 4 stories per item #4 in the Zone-Specific Standards for CR-3

Existing Property Conditions
- All 3 existing properties (1050,1060,1080) are along South Park Loop Road between the Middle School Road to the West and Gregory Lane to the East.
-Existing multiple single-family homes, apartments, and accessory use buildings to be demolished and removed from the site at 1050 & 1060 SPLR.
-Existing miscellaneous commercial and contractor storage & shop buildings at 1080 SPLR will be demolished and removed from the site.
-All existing landscaping and trees on all 3 properties will need to be removed onsite for the construction of the new development.
-All existing utilities/pedestals will need to be removed and upgraded onsite for the new development of both buildings.
-Existing storm water easement

WEST BUILDING UNIT COUNT / PARKING REQUIREMENTS

	A UNITS (STUDIO)	B UNITS (1-BED)	C UNITS (1-BED)	F UNITS (2-BED)	G UNITS (3-BED)	TOTAL
WEST BLDG C - LEVEL 1	9	0	1	3	1	14
WEST BLDG C - LEVEL 2	10	0	0	3	2	15
WEST BLDG C - LEVEL 3	7	2	0	3	2	16
WEST BLDG C - LEVEL 4	7	2	1	3	1	14
WEST BLDG D - LEVEL 1	3	0	0	3	3	9
WEST BLDG D - LEVEL 2	3	0	0	3	3	9
WEST BLDG D - LEVEL 3	3	3	0	1	3	10
WEST BLDG D - LEVEL 4	3	3	2	1	1	10
WEST BLDG - TOTAL UNITS	45	10	4	20	16	95 UNITS
PARKING RATIO	x1	x1	x1.5	x1.5	x1.5	
WEST PARKING REQUIRED	45	10	6	30	24	115 STALLS
WEST PARKING PROVIDED (COURTYARD & GARAGE)						115 STALLS
WEST GUEST PARKING PROVIDED (COURTYARD)						0 STALLS
TOTAL WEST PARKING PROVIDED (SHORTAGE ACCOMODATED IN THE EAST BLDG)						107 STALLS
WEST BICYCLE PARKING						130 SPACES

EAST BUILDING UNIT COUNT / PARKING REQUIREMENTS

	A UNITS (STUDIO)	B UNITS (1-BED)	C UNITS (1-BED)	F UNITS (2-BED)	G UNITS (3-BED)	TOTAL
EAST BLDG A - LEVEL 1	6	0	0	1	2	9
EAST BLDG A - LEVEL 2	6	0	0	1	2	9
EAST BLDG A - LEVEL 3	3	3	0	1	1	8
EAST BLDG A - LEVEL 4	1	4	1	1	0	7
EAST BLDG B - LEVEL 1	11	0	1	4	1	17
EAST BLDG B - LEVEL 2	11	0	0	4	2	17
EAST BLDG B - LEVEL 3	12	0	0	4	2	18
EAST BLDG B - LEVEL 4	6	3	1	3	2	15
EAST BLDG - TOTAL UNITS	56	10	3	19	12	100 UNITS
PARKING RATIO	x1	x1	x1.5	x1.5	x1.5	
EAST PARKING REQUIRED	56	10	4.5	28.5	18	117 STALLS
EAST PARKING PROVIDED						117 STALLS
EAST GUEST PARKING PROVIDED						14 STALLS
SHARED PARKING W/ WEST BLDG						8 STALLS
TOTAL EAST PARKING PROVIDED						139 STALLS
EAST BICYCLE PARKING						130 SPACES

WEST BUILDING UNIT STORAGE REQUIREMENTS

	A UNITS	B UNITS	C UNITS	F UNITS	G UNITS	
STORAGE AREA REQUIREMENT	25 SF	25 SF	25 SF	40 SF	50 SF	
WEST STORAGE REQUIRED	53 (3'x9')	6 (3'x9')	3 (3'x9')	20 (5'x9')	17 (5'-x10')	
WEST STORAGE PROVIDED	53 (3'x9')	6 (3'x9')	3 (3'x9')	8 (5'x9')	8 (5'-x10')	

EAST BUILDING UNIT STORAGE REQUIREMENTS

	A UNITS	B UNITS	C UNITS	F UNITS	G UNITS	
STORAGE AREA REQUIREMENT	25 SF	25 SF	25 SF	40 SF	50 SF	
EAST STORAGE REQUIRED	68 (3'x9')	6 (3'x9')	3 (3'x9')	19 (5'x9')	12 (5'-x10')	
EAST STORAGE PROVIDED	68 (3'x9')	6 (3'x9')	3 (3'x9')	2 (5'x9')	12 (5'-x10')	

3 4 5

NARRATIVE - PROGRAM - PROPOSED DEVELOPMENT

Proposed Development

-Project design includes (2) four story residential apartment buildings over 2 levels of underground covered parking below grade.

-195 total resident apartments (rental units) including a total of 4 ADA units.

-The unit mix for both buildings includes a total of (101) studio units, (27) 1-bedroom units, (39) - 2-bedroom units, & (28) - 3-bedroom units. Both buildings will provide a mixture of market rate, deed-restricted workforce housing, future employee housing, and affordable deed-restricted workforce housing rental apartments.

-All resident units for the project will be constructed as a prefabricated modular unit and will be fully assembled prior to being shipped onsite.

-135,205 s.f. total habitable gross square feet on four levels for both the East and West Buildings, both buildings will include 2 levels of covered basement level parking (232 parking spots) 108,699 total S.F. of underground parking area and 14 resident & visitor surface parking stalls at both main entrances to each building.

- Resident amenities for the project will include outdoor community venues that will have fire tables and BBQ picnic designated areas, coffee terraces, outdoor playground, designated bike parking areas, game room, tech center, interior lounge areas, dog and bike wash rooms.

-The property is accessed directly off of SPLR. The project proposes three access curb cuts. The 24-feet wide east and west access is for each building at the upper podium level that will provide guest and short-term delivery parking. The middle driveway will be the main point of use for the tenants. The middle driveway splits between the buildings and provides access from SPLR to the lower parking - located beneath both buildings. The driveway is 24-feet wide within the SPLR right-of-way and necks down to 20-foot-wide within the development. The driveways will include all-weather type surfaces that are capable of supporting fire apparatus. A fire apparatus hammerhead-type turn around will be created at the terminal end of the middle driveway.

-The western access also is for the western shared access to the adjacent property owner. To note, the 60-feet wide western access within the SPLR right-of-way is larger than the others. The purpose for the size is to enable the neighboring property to maneuver with large cattle hauling transport vehicles. The development team met with the neighbors to ensure that adequate access for them continues and has been included within this development plan.

-There are no improvements proposed to SPLR itself. All existing and proposed driveway cuts will meet TOJ standards. All driveways will remain private.

- The existing open irrigation ditch is shown to be relocated and buried in a concrete box culvert at the South property line.

- All new utility connections (buried electrical, sewer, water, fire line, storm sewer) will be provided for both East and West buildings.

-New internal pedestrian sidewalks will be provided around the site for accessibility and connection to the pedestrian walkways in the right-of-way at South Park Loop Road.

-The site design includes the future planning for bike lane pathways and additional landscape buffers in the right-of-way for the new development to eventually connect to surrounding properties to the East and West on the South side of South Park Loop Road.

-A mixture of 300+ total short-term and long-term bike parking stalls will be provided for residents, staff, and visitors at the main entrances and in the underground parking levels for both buildings.

DRC 1ST ROUND COMMENTS

DRC 1st Round Comments – 6/8/2022

1. Applicant needs to address all LDR concerns as noted by staff and provide a full LDR compliance checklist upon re-submittal.
   See attached LDR compliance checklist submitted in this DRC package.
2. Applicant needs to demonstrate compliance with all design guidelines in their narrative.
   See attached narrative regarding compliance with the design guidelines.
3. The resolution on all renderings needs improvement as the previous visuals were blurry.
   See attached hi-resolution renderings for the project.
4. Applicant needs to provide visuals of the development from the rear (south).
   See attached renderings for the project that highlight the South elevations for both buildings.
5. The front elevation has too many large blank walls. The applicant should add more windows to this elevation.
   See attached renderings for the project that highlight the North elevations which now include additional window openings. See also the LDR compliance checklist that describes the project meets the LDR requirements.
6. The 4th story step-down standard (Sec. 2.2.13.E.4) is not being met. This may require a reduction in units to reduce the size of the 4th story along the east and west sides.
   The East and West elevations have been revised to address the 4th story step back standard identified in the LDRs for both buildings at the East and West property lines. See attached revised design that demonstrates compliance of this requirement in the attached renderings and LDR compliance checklist.
7. The site lacks adequate amenities in relation to the proposed density. Consider converting the front parking lots to open space.
   The site design now includes additional open space amenities for the project. These site amenities now include multiple outdoor gathering spaces including BBQ and picnic areas, fire tables, seating areas, outdoor bike racks, coffee terraces at both buildings, & outdoor playground..
8. Applicant should consider the use of balconies to provide some private outdoor space.
   Both building designs have now included private unit balconies at the 4th floor step back units and also at some of the ground level units on the East and West elevations of both buildings.
9. Applicant needs more contextual renderings.
   See attached additional renderings for the project that highlight surrounding properties and adjacent buildings for visual reference and scale.
10. Applicant needs better renderings of the pedestrian frontage. It is recommended that a colored landscape plan be provided.
    See attached new renderings for the project that highlight the primary street views and pedestrian frontage along South Park Loop Road.
11. Applicant should seek opportunities to create more variability in the fenestration.
    The new design has tried to incorporate variability in the fenestration with the additional material transitions, window openings, outdoor entrance canopies, the 4th story step-back on both the East and West property boundaries for both of the buildings, and the addition of balconies at the 1st and 4th level stories of the building.

DRC 2ND ROUND COMMENTS

DRC 2nd Round Comments – 8/10/2022

1. Vision statement – An overarching comment from the DRC was that the project design and scale were not consistent with the vision statement of the Design Guidelines which states:

"Future development should consider the regional vernacular of the Intermountain West while inspiring innovative design and creativity that emphasizes a positive pedestrian experience."

The Jackson Loop workforce housing project is a Bunkhouse to the town of Jackson. Just a couple miles out of town, it provides the workforce a place of their own to unwind and rest like the bunkhouse of the traditional ranch. It is made of modern materials native to the region including siding, brick, and metal panels. The resident units are stacked to get space for their individual needs with more space than a traditional bunk. This is after all nicer than a traditional bunk house with underground parking, storage for bikes, care for pets and shared entertainment spaces for family and friends. The courtyards provide a nice arrival from town by bike or hike or a great launching point for a walk with the dog on the connected trail system.

2. 4th story step-down – Not enough effort was made to address the standard (Sec. 2.2.13.E.4.c) that calls for stepping down the building height to small-scale development. Part of the trade-off of getting the 4th story is reducing its perceived bulk and scale by stepping the building height down in areas that abut adjacent to smaller development. Although the LDRs do not give a specific percentage that needs to be stepped down, the DRC felt that the applicant needs to make much bigger and bolder moves to address the scale of these large buildings. It was strongly suggested that the density be reduced as a means to achieve this standard. At the meeting, the DRC acknowledged that the density was at 204 units in July and the suggestion then was to reduce density, yet the density increased to 228 units which was opposite of the DRCs suggestion. Meeting the design guidelines can mean that floor area and/or density need to be reduced and that a proposed density and/or floor area is not guaranteed. As a reminder, the LDRs state in Section 1.6.2 that *"Maximum densities and intensities are not guaranteed to be achievable by the terms of these LDRs. All standards and requirements shall be met and actual achievable densities and intensities may be limited by factors such as product type, site location and configuration, natural and scenic resource limitations, or parking requirements."*

   The step down has been increased on the East side of the East building from step back at the fourth floor to both the third and fourth floor. It has also been increased on the West side of the west building from fourth floor to both the third and fourth floor. Additional step backs have been added at the ends of each of the 4 wings that face Jackson Loop road. Balconies have been placed at the step backs. These balconies have also been finished with darker colors to enhance the step back affect.
   Unit Density has also been reduced from 228 to 207.

3. Scale – The DRC felt the scale is beyond what is in Jackson and not enough effort was made to address the scale of the building. This comment reinforces the overarching concerns over the density of the project.

   Like the ranch bunkhouse, the workforce housing is a different use and density than the main town. These residents often reside as individuals. As such they take more space than a traditional family. For example 1 bed units occupy 700 SF where families take 900 SF in a 2 or 3 bed unit. Also, space is provided so individuals can spend communal time together in public spaces as their family. While the stacked units appear to be more in number, the number of persons residing here is not as high as other town uses like hotels.

4. Landscaping – The DRC posed a practical question of how the large trees located above the basement level garages will be planted and maintained. Will those trees be in above ground planting boxes or be at-grade?

   Trees over the parking below will be planted in boxes. This will restrict the root system, and ultimately restrict the tree some at maturity. Also note, the East courtyard has reverted to include some vehicle access. This is per the request of emergency services for fire truck and ambulance services to reach the courtyard area and hose pull around the buildina.

DRC 3RD ROUND COMMENTS

5. Materials – The bright white hardy is too white and it makes the building feel bigger.

   The white siding has been replaced with wood look siding stained to a more traditional western feel.

6. Roof plane – The roof plane has no vertical variation and is too flat. The applicant needs to make efforts to change this plane to break up the perceived scale.

   The roof line has been adjusted in several locations. The roof cap soffits have been reduced to bump out locations on the building. Step back locations on the building have been given a straight roof line similar to a parapet. Step backs at the balconies on the third and fourth floors have changed the roof lines dramatically.

7. Windows - More windows are needed on the street elevation.

   Floor to ceiling glazing has been added at the street side towers which compose the end of hallways in the building layout. This is a strip of glazing that encompasses the door at street level up to the soffit at the tower roof soffit. These windows also provide a dramatic view and natural lighting at the end of the hallway inside the building.

<u>DRC 3rd Round Comments – 9/14/2022</u>

1. **Human Scale/Public Space.** More attention needs to be paid to improving the human scale on the south side of the property which includes breaking up the mass and improving the composition. More attention should also be paid to the north elevation to improve the human scale (See Design Guideline A.1 p.6)

   Major changes include: 1) 4th story step back at over 40% of the south elevations. 2) a column of units near the lobby was moved in 4 feet to further the interplay on the south elevation of in and out on the building. 3) Units are removed at the bridge between buildings A & B to further clarify separation. 4) Separate color scheme for each of the 4 buildings A, B, C, and D.
   Changes include: 1) Revised and enlarged resident entries at the north end of the buildings A, B, C, and D. 2) The main resident and visitor entry at building B and at Building C is enhanced with post and trellis expression. 3) Separate color and texture scheme for each of the 4 buildings A, B, C, and D. See materiality below.

2. **Massing**: Make more of an attempt to step back the top floor in order to break up the visual roof form, especially on the top floor on the south side. Still is too flat and needs more visual interest.

   Major changes include: 1) 4th story step back at over 40% of the south elevations. 2) a column of units near the lobby was moved in 4 feet to further the interplay on the south elevation of in and out on the building with a modified roof line at the column location.

3. **Screening.** More attention to the Pine tree sizes as the trees shown in the renderings do not accurately reflect the true size of trees as shown in the landscape plan. Also, please remove trees shown on north side of SPLR as these are misleading and remove mature trees in the south/southeastern portion of property if those trees will be removed as part of redevelopment (See Design Guideline A.5 p.8).

   The tree size has been revised in the renderings.

4. **Massing.** More additive and subtractive massing on the south side as there is no effort to break up the south façade which is highly visible from the Gregory Lane area and school property.

   4th story step back at over 40% of the south elevations. 2) a column of units near the lobby was moved in 4 feet to further the interplay on the south elevation of in and out on the building. 3) Units are removed at the bridge between buildings A & B to further clarify separation. Glass Bridges between buildings A & B and between buildings C & D are enhanced to provide further separation. 4) The total unit count is reduced from 207 to 197.

5. **Materiality**. Certain materials are used in large masses throughout the project that does not come off as authentic. Break up materials more on the south elevation, too monotone as proposed. Recommendation to consider replacing the summer wheat with something that reads more like real wood.

   The amount of woodtone cementitious fiber board "Summer wheat" has been reduced to building A. Building B, C and D have been revised to include more grey and brown woodtone cementitious fiber board to be more similar in color to the cementitious fiber board included in the design guidelines. The lower level material band of buildings A and B is dark grey board and batten cementitious fiber board. The lower level of material band of buildings C and D is dark brick.

6. More contextual renderings/perspectives/elevations are needed to give more of a sense of how the development relates to the rest of the block. This is a requirement of the DRC submittal checklist.

   Please note the updated topography included in the renderings. Photos of the tree covered existing single family residences are also included. Photos from the trailer park and the NPT shipping warehouse are also included. Photos are included of the tree lined site from the ball field. See also the video rendering of a drive thru along the Jackson Loop Road, and a walking rendering along the ball field, warehouse and trailer park view from the south.

7. **Volume Complexity**. The building still feels like a large monolithic building, especially from the south elevation. The two buildings also read as one building as one drives east or west on SPLR.

   4th story step back at over 40% of the south elevations. 2) a column of units near the lobby was moved in 4 feet to further the interplay on the south elevation of in and out on the building. 3) Units are removed at the bridge between buildings A & B to further clarify separation. Glass Bridges between buildings A & B and between buildings C & D are enhanced to provide further separation.

8. Material Transition. Better demonstrate how one material switches to another material. This is hard to tell based on the scale of the building.

   Please see the vignette renderings of balconies and entries.

9. Pedestrian entrances need to be more engaging.

   Please see the vignette renderings of the entries. Visitors are encouraged to use the main entrance at the courtyard with enhanced with trellis structures.

10. Suggestion to bring the brick band down so that it hits the base of the building, especially on the south side.

    The basement parking podium beneath buildings C and D has been covered with Masonry to match the level one masonry band above. The basement parking podium beneath buildings A and B has been covered with board and batten siding to match the level one board and batten siding band above.

DRC 4TH ROUND COMMENTS

11. Optional Recommendation. Consider differentiating the two buildings so that they appear more as two separate buildings. This can perhaps be accomplished by material changes for one building for sake of comparison.

The amount of woodtone cementitious fiber board "Summer wheat" has been reduced to building A. Building B, C and D have been revised to include more grey and brown woodtone cementitious fiber board to be more similar in color to the cementitious fiber board included in the design guidelines.

DRC 4th Round Comments – 10/12/2022

1. With such large buildings, a bigger move needs to be made to break up the scale and massing, especially on the south side. This also applies to improving the human scale. The applicant has essentially been chipping away at the building to accomplish breaking up the mass which falls short of meeting the design guidelines for volume complexity and human scale.
2. The building still feels monolithic and institutional, specifically from the south.
3. The applicant should look at simplifying the material palette. Also, some of the materials appear too close in color.
4. The 4th story step-down is still not being met on the south side.
5. Applicant needs to provide more contextual renderings to better capture the scale of the development in relation to surrounding buildings.

Design Guideline Compliance

A. Public Space:

The site design now includes additional programmed open/public space amenities for the project. These site amenities now include multiple outdoor gathering spaces including BBQ and picnic areas, fire tables, covered seating areas, outdoor bike racks, coffee terraces at both buildings, outdoor playground, & dog park. Most of these spaces are configured and located so that these open space areas have direct connections to the main entrances to both buildings and the pedestrian frontage & future bike lane pathways along South Park Loop Road. The main entrance gathering spaces will be screened with landscape seating/planter walls and plantings that will help screen and buffer these site amenities from the vehicular traffic at South Park Loop Road.

B. Composition:

The project exterior design creates visual interest for both buildings through the use and mix of different forms, elements, details, materials, textures, and finishes that help to achieve a vibrant and welcoming residential scale project. The primary street elevations define a pedestrian connection with an energetic sense of place through the use of public gathering areas at our main entrances to both buildings. Both of the main entrances have exterior canopies with large expanses of glazing that help bring in natural light which help to achieve a more inviting space for the residents and visitors. The 4th floor step-down addresses smaller scale developments to East and West adjacent single-family properties.

C. Massing:

The new addition of the step-in balconies at the 3rd and 4th stories and the step out balconies at ground level on the East and West elevations of both buildings have created some additive and subtractive design features to the building facade. The main entrances have included more public space venues where large planter and landscape walls have been designed in that connect to the building and create more visual interest at these North exterior elevations. The building features angled metal kickers applied below the roof line as if they are holding up the roof overhangs. There are also small canopies applied to the exteriors scattered around the North elevations of the building. The materials on the building have been broken up in an effort to create a residential feel around the development. The roof design is flat and will be sloped away from the perimeter edge of the roof to help avoid any snow slides.

DRC 4TH ROUND COMMENTS CONTINUED

D. Street Wall

The zone district does not allow the building to be built to the property line along the street frontage with the required setbacks and the current size of the right-of-way at South Park Loop Road. Both buildings are setback a range of 40'-60' from the primary street frontage. We have included programmed public space amenities in these areas along the primary street edge including gathering and seating areas, dog park, exercise stations, landscape walls and planters, fire pits, canopies over the main entrances, open space and pedestrian/bike lane pathway connections along South Park Loop Road. There are also landscape buffer areas between the primary street and the building that help screen these areas and any visitor parking from the roadway. The current building and site design provides vehicle and long-term bike parking at the South rear of the site in the 2-story underground parking garage.

E. Materials

The materials that have been selected for the exterior of these buildings are residential in nature and include cementitious siding, brick, metal panels, and fiberglass windows and doors. The selected colors and materials represent a modern residential palette that we feel mixes in well with the town of Jackson overall mountain and western character and culture.

DRC 4th Round Comments Continued – 10/12/2022

This item was continued from the October 12, 2022, DRC meeting and the applicant was directed to address the following items:

1. With such large buildings, a bigger move needs to be made to break up the scale and massing, especially on the south side. This also applies to improving the human scale. The applicant has essentially been chipping away at the building to accomplish breaking up the mass which falls short of meeting the design guidelines for volume complexity and human scale.
   The rear landscape and landform of the building is reshaped with terraces formed from dry stack boulder walls to bury the basement parking. The building only reads as 4-stories from all sides. See also comment 2 regarding volume complexity.

2. The building still feels monolithic and institutional, specifically from the south.
   The West two buildings have additional step backs added on the third floor, and additional trellises have been added at the lower level for additional stepping in the form and volume of the building. The East building has been modified to have additional balconies on the 2nd and 3rd floors. The roof line of the west side of the east buildings has been modified to trellis roof instead of soffits roofs. These changes produce unique volume differences in the east and west buildings. See also materials comments.

3. The applicant should look at simplifying the material palette. Also, some of the materials appear too close in color.
   The color palette is clarified with three of the buildings using the Aspen ridge cementitious fiber board, and the west side of the east buildings using the Winchester Brown color for the cementitious fiber board. This provides further differentiation between east and west buildings.

4. The 4th story step-down is still not being met on the south side.
   Additional step back on the 3rd floor has been added along with the trellis structures on rear of the building. Additional balconies are added to the East buildings.

5. Applicant needs to provide more contextual renderings to better capture the scale of the development in relation to surrounding buildings.
   Two new renderings have been added. One is from the parking lot of the baseball fields with some of the nearby buildings in context. The second new rendering is from the street looking past the NPT trucking facility to the south side.

SECTION TWO
SITE

1. General Project Information: The project consists of three separate parcels currently known as 1050, 1060 and 1080 South Park Loop Road (SPLR). The three will be combined to create a single parcel. Current uses on the property include a mix of single-family residences (rentals) and for building and excavation contractor shop and storage uses.

   The properties are within the Town of Jackson (TOJ) corporate limits and can be served with TOJ public water and sewer infrastructure. Lower Valley Energy (LVE) will service the property with power and natural gas.

2. Phasing Plan: Winter 2022 work includes demolition of all property structures and vegetation. Overhead utilities will be removed. The sanitary sewer, located in the southeast corner of the project, will be re-routed to make room for the east building. The irrigation culvert will be placed within 4-ft by 8-ft box culverts. The main driveway between the two buildings will be rough graded to allow for construction access. The existing storm sewer will be re-routed to make room for the east building. Additional mass site grading is proposed in preparation for 2023 work.

   The 2023 work will start in the late winter with additional site excavation, building utility extensions and installation of the temporary shoring. The building foundations and unit construction will follow.

3. Environmental Assessment: The project is not within the scenic resource overlay (SRO) nor the natural resource overlay (NRO), therefore, no EA required.

4. Site Access: The property is accessed directly off of SPLR. The project proposes three access points. The 24-feet wide eastern most access is for the east building podium level guest and short-term delivery parking. The middle driveway will be the main point of use for the tenants. The middle driveway splits between the buildings and provides access from SPLR to the lower parking - located beneath both buildings. The middle driveway is 24-feet wide within the SPLR right-of-way and necks down to 20-foot-wide within the development. The driveways will include all-weather type surfaces that are capable of supporting fire apparatus. A fire apparatus hammerhead-type turn around will be created at the terminal end of the middle driveway.

   The western access is for the western building podium level guest and short-term delivery parking. To note, the 60-feet wide western access within the SPLR right-of-way is larger than the others. The purpose for the size is to enable the neighboring property to maneuver with large cattle hauling transport vehicles. The development team met with the neighbors to ensure that adequate access for them continues and is has been included within this development plan.

   There are no improvements proposed to SPLR itself. All existing and proposed driveway cuts will meet TOJ standards. All driveways will remain private.

5. Parking: There are a total of 246 parking stalls. The parking stalls are distributed between the two buildings and between the upper podium level and subterranean levels. The upper podium level parking areas, located at each building, are accessed directly off of SPLR. Some of these parking spaces are intended for quests and short-term deliveries. The subterranean levels are accessed from the main driveway that bisects the two buildings. These parking spaces are reserved for tenants. Based on these numbers, eight (8) ADA stalls are required, of which six (6) will be located in the lower-level parking garages while the remaining two (2) will be split between the upper podium level parking areas. All parking is set back at least 10-feet from the property lines.

6. Traffic Analysis: Hales Engineering completed the initial Traffic Impact Study (TIS) for the proposed project, assuming 206-units and with a completion date in 2023. The study focused on the morning and evening peak hour level of service (LOS) impacts at the major intersections near the project, such as SPLR at Gregory Land and US HWY 89. These intersections were selected based on feedback from discussions with WYDOT. The findings conclude that the minor delays should not significantly impact the driver as the LOS remains acceptable at all study intersections. No significant queueing was observed during the morning and evening peak hours. There are no new SPLR auxiliary lanes for turning movements warranted nor proposed. Pedestrian and cycle pathways are incorporated into the propose site plan as recommended by the Pathways Department.

   The initial TIS was reviewed by TOJ and WYDOT. Their review comments, along with responses from Hales Engineering, have been provided with this submittal.

7. Potable Water Supply: While there are TOJ water services stubbed to the properties, the existing buildings are served by individual groundwater wells. The existing service stubs will be removed and abandoned at TOJ's existing 12-inch diameter water main, which is located within the SPLR right-of-way. The existing groundwater wells and water rights will be abandoned per WDEQ and State Engineers Office rules, regulations and statutes.
   S
   The proposed project's domestic, irrigation and fire water will be supplied via TOJ's existing 12-inch water main and public distribution system. Improvements to TOJ's existing system are not anticipated. It is proposed that 4-inch diameter service lines will be extended from the TOJ water main to each of the buildings for the purposes of domestic, fire and irrigation supply. Once on the property, the water service lines can remain in private ownership by the developer. The east building anticipates a culinary water flow of 275-gpm, while the west building expects 270-gpm. Both buildings will be serviced with a 4-inch diameter service line. The fire demand flows are still in design.

The development team has had extensive conversations with the Fire Department to ensure adequate access to hydrants and for fire apparatus. Accordingly, three fire hydrants will be added along SPLR. A fire hydrant will be added near each northern corners of the property. An existing fire hydrant will be relocated to the middle of the project in effort to be closer to the main driveway. It is proposed that the middle and eastern fire hydrants be granted to TOJ. The western fire hydrant will be owned and maintained by the development. Standpipes will be added to each building on the lower level to provide connections for the fire department.

8. Sanitary Sewer Systems: An existing 8-inch diameter privately owned sanitary sewer collection network is located in the southeast corner of the property. This project is located at the lower end of this network. It is expected that the existing network has adequate capacity to convey the flows from this project. The network will be re-located on this property in effort to accommodate the new development. The east building anticipates a sewer flow from 1359-5-drain fixture units (dFU), while the west building expects 1255.5-dFU. Both buildings will be serviced with a 4-inch diameter service line. There are no proposed plans to extend the network beyond the project limits.

9. Storm Sewer: An existing TOJ storm sewer system bisects the development properties. The system collects stormwater runoff from within the SPLR right-of-way only. The runoff is conveyed via 15-inch diameter pipes through the development properties to a subterranean infiltrator-type field located on the school property to the south. It is the development team's understanding that the existing storm sewer system is not available for this project's use.

   It is proposed to re-route the existing storm sewer system within the development properties to make room for the proposed buildings. The existing storm sewer will be relocated into the main driveway that is between the proposed buildings. A 20-feet wide easement will be placed over the new storm sewer network and dedicated to the TOJ for their ownership and maintenance.

   Stormwater drainage within the upper podium and building roof levels will be conveyed via pipe systems to a stormwater collection system. The main driveway will collect sheet flow runoff into drain inlets. The stormwater collection system will include a treatment system to separate pollutants, such as oil, from the runoff. A subterranean infiltration-type detention system will allow the treated stormwater to percolate back into the soil stratum. The internal project stormwater system will be owned and maintained by the development.

10. Power, Gas and Communication Utilities: The electrical power is provided by LVE. All of the existing overhead and underground electrical services will be removed during site demolition work. The power connection will be sourced from the existing 3-phase transformer located in the SPLR right-of-way near the NE corner of 1080. The buildings will be serviced from the existing 3-phase transformer with anticipated loads of 750-kVA.

    A single natural gas main is located in the SPLR right-of-way. Connections will be made to this main to provide natural gas to the buildings. The demand is expected to be light as all units are serviced by electricity and gas would be utilized for cooking grills, fire pits, snow melt boilers, etc.

11. Irrigation Systems: The Leek Ditch (private) traverses along the southern boundary of the project. A large reach of the current open ditch will be placed within large 8-feet wide by 4-feet tall concrete box culverts. The purpose to enclose the ditch is provide a higher level of safety for the new tenants. In addition to safety, the culvert will support heavy construction and fire equipment loads. The development team has secured ditch and box culvert ownership and maintenance agreement with the key water right users.

    The property will not use water from this ditch. The proposed buildings will be outside of the 15-ft open irrigation ditch setback along the remaining open channel reaches.

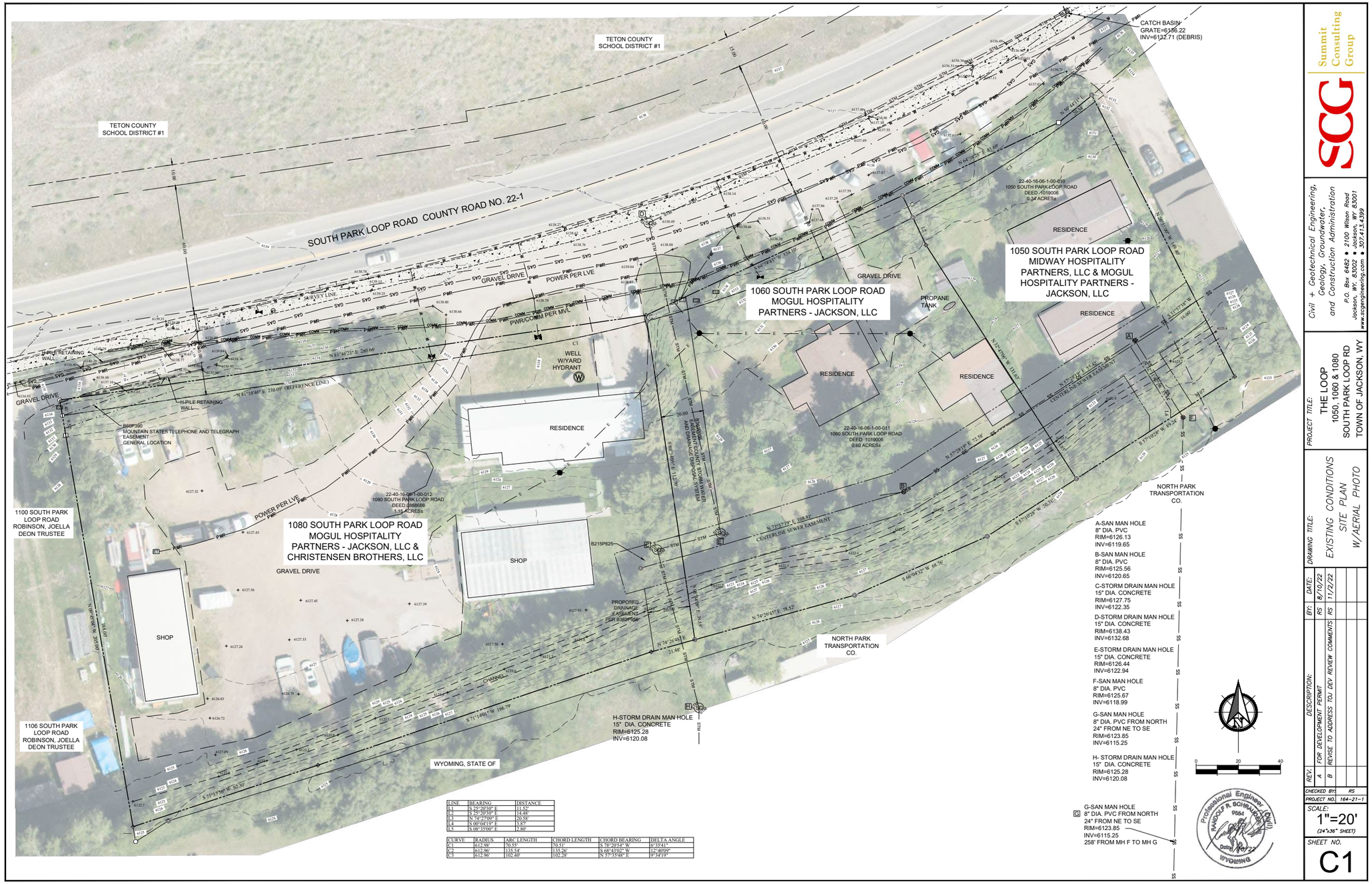
12. Snow Storage: It is proposed that the main driveway along with the podium level areas will contain snow melt systems. The melt water will be routed to the stormwater collection systems. The main snow storage areas for the driveway and lower-level surfaces are proposed at the east and west terminal ends of the hammerhead driveway.

13. Grading & Erosion Control: The bulk of the site grading will include excavation to provide the space for the subterranean parking. The buildings will encompass the majority of the parcel. A driveway will be constructed between the building to access the lower-level parking areas. The proposed grading will match the adjacent properties without the addition of retaining structures. Grading along SPRL will be improved to provide vehicular and pedestrian access to/from the buildings. A new detached sidewalk will be installed to replace the existing attached sidewalk. Space has been provided between the new sidewalk and the existing curb for a future bike path/cycle track.

14. Geotechnical Engineering Information: A geotechnical engineering report has been provided by Atlas in the fall of 2022. In general, the native soils beneath the project include clayey silt loam along the north and eastern portions of the properties. Flood-plain deposits underly the silt loam. The flood-plain deposits were identified from at the surface and up to 81.5-feet below existing grade. The flood-plain deposits are remarked as a dense mix of sand, gravel and cobble. The stony flood-plain deposits are the target foundation bearing soil.

    An 8-feet long perforated standpipe was installed in a test pit adjacent to the open channel irrigation ditch. Subsequent monitoring did not detect groundwater, despite the ditch running full.

SURVEY



LINE	BEARING	DISTANCE
L1	S 25°20'30" E	11.52'
L2	S 25°20'10" E	14.48'
L3	N 74°27'09" E	20.58'
L4	S 00°04'19" E	3.87'
L5	S 08°33'00" E	2.80'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	612.98'	70.55'	70.51'	S 78°20'54" W	6°35'41"
C2	612.96'	135.54'	135.26'	S 68°43'02" W	12°40'09"
C3	612.96'	102.40'	102.28'	N 57°33'48" E	9°34'19"

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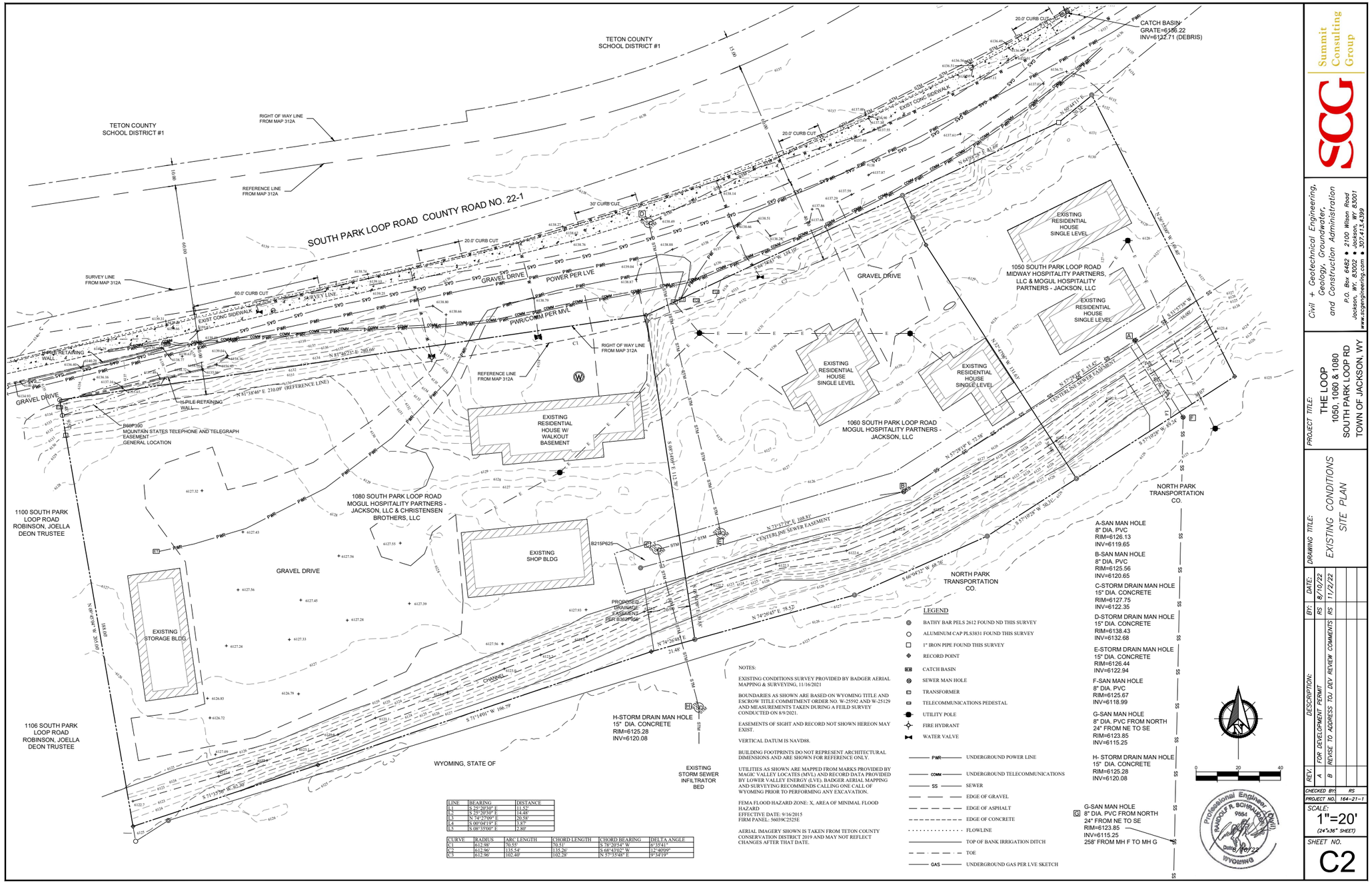
PROJECT TITLE:
THE LOOP
1050, 1060 & 1080
SOUTH PARK LOOP RD
TOWN OF JACKSON, WY

DRAWING TITLE:
EXISTING CONDITIONS
SITE PLAN
W/AERIAL PHOTO

REV.	DESCRIPTION:	BY:	DATE:
A	FOR DEVELOPMENT PERMIT	RS	8/10/22
B	REVISE TO ADDRESS TOJ DEV REVIEW COMMENTS	RS	11/2/22

CHECKED BY: RS
PROJECT NO.: 164-21-1
SCALE: 1"=20'
(24"x36" SHEET)
SHEET NO.: C1

SURVEY



LINE	BEARING	DISTANCE
L1	S 25°20'38" E	11.52'
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NOTES:

EXISTING CONDITIONS SURVEY PROVIDED BY BADGER AERIAL MAPPING & SURVEYING, 11/16/2021

BOUNDARIES AS SHOWN ARE BASED ON WYOMING TITLE AND ESCROW TITLE COMMITMENT ORDER NO. W-25592 AND W-25129 AND MEASUREMENTS TAKEN DURING A FEILD SURVEY CONDUCTED ON 8/9/2021.

EASEMENTS OF SIGHT AND RECORD NOT SHOWN HEREON MAY EXIST.

VERTICAL DATUM IS NAVD88.

BUILDING FOOTPRINTS DO NOT REPRESENT ARCHITECTURAL DIMENSIONS AND ARE SHOWN FOR REFERENCE ONLY.

UTILITIES AS SHOWN ARE MAPPED FROM MARKS PROVIDED BY MAGIC VALLEY LOCATES (MVL) AND RECORD DATA PROVIDED BY LOWER VALLEY ENERGY (LVE). BADGER AERIAL MAPPING AND SURVEYING RECOMMENDS CALLING ONE CALL OF WYOMING PRIOR TO PERFORMING ANY EXCAVATION.

FEMA FLOOD HAZARD ZONE: X, AREA OF MINIMAL FLOOD HAZARD
EFFECTIVE DATE: 9/16/2015
FIRM PANEL: 56039C2525E

AERIAL IMAGERY SHOWN IS TAKEN FROM TETON COUNTY CONSERVATION DISTRICT 2019 AND MAY NOT REFLECT CHANGES AFTER THAT DATE.

LEGEND

- BATHY BAR PELS 2612 FOUND ND THIS SURVEY
- ALUMINUM CAP PLS3831 FOUND THIS SURVEY
- 1" IRON PIPE FOUND THIS SURVEY
- RECORD POINT
- CATCH BASIN
- SEWER MAN HOLE
- TRANSFORMER
- TELECOMMUNICATIONS PEDESTAL
- UTILITY POLE
- FIRE HYDRANT
- WATER VALVE
- PWR — UNDERGROUND POWER LINE
- COMM — UNDERGROUND TELECOMMUNICATIONS
- SS — SEWER
- EDGE OF GRAVEL
- EDGE OF ASPHALT
- EDGE OF CONCRETE
- FLOWLINE
- TOP OF BANK IRRIGATION DITCH
- TOE
- GAS — UNDERGROUND GAS PER LVE SKETCH

A-SAN MAN HOLE
8" DIA. PVC
RIM=6126.13
INV=6119.65

B-SAN MAN HOLE
8" DIA. PVC
RIM=6125.56
INV=6120.65

C-STORM DRAIN MAN HOLE
15" DIA. CONCRETE
RIM=6127.75
INV=6122.35

D-STORM DRAIN MAN HOLE
15" DIA. CONCRETE
RIM=6138.43
INV=6132.68

E-STORM DRAIN MAN HOLE
15" DIA. CONCRETE
RIM=6126.44
INV=6122.94

F-SAN MAN HOLE
8" DIA. PVC
RIM=6125.67
INV=6118.99

G-SAN MAN HOLE
8" DIA. PVC FROM NORTH
24" FROM NE TO SE
RIM=6123.85
INV=6115.25

H- STORM DRAIN MAN HOLE
15" DIA. CONCRETE
RIM=6125.28
INV=6120.08

G-SAN MAN HOLE
8" DIA. PVC FROM NORTH
24" FROM NE TO SE
RIM=6123.85
INV=6115.25
258' FROM MH F TO MH G

0 20 40

Professional Engineer
RANDOLF A. SCHRADER (Dave)
9554
Date: 8/10/22
WYOMING

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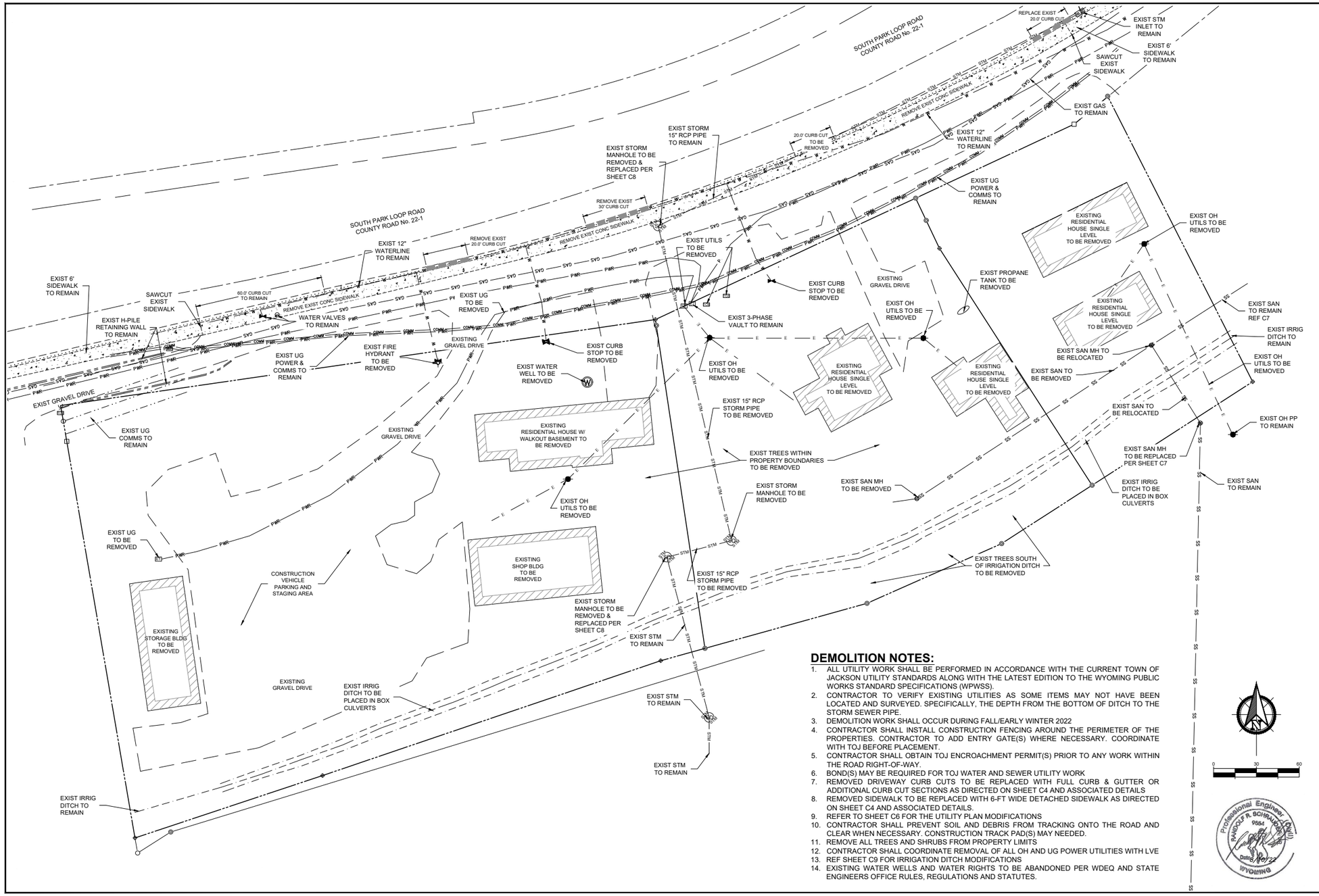
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TOWN OF JACKSON, WY

DRAWING TITLE:
EXISTING CONDITIONS
SITE PLAN

REV.	DESCRIPTION:	BY:	DATE:
A	FOR DEVELOPMENT PERMIT	RS	8/10/22
B	REVISE TO ADDRESS TOJ DEV REVIEW COMMENTS	RS	11/2/22

CHECKED BY: RS
PROJECT NO. 164-21-1
SCALE: 1"=20' (24"x36" SHEET)
SHEET NO. C2

SURVEY



DEMOLITION NOTES:

1. ALL UTILITY WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT TOWN OF JACKSON UTILITY STANDARDS ALONG WITH THE LATEST EDITION TO THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS (WPWSS).
2. CONTRACTOR TO VERIFY EXISTING UTILITIES AS SOME ITEMS MAY NOT HAVE BEEN LOCATED AND SURVEYED. SPECIFICALLY, THE DEPTH FROM THE BOTTOM OF DITCH TO THE STORM SEWER PIPE.
3. DEMOLITION WORK SHALL OCCUR DURING FALL/EARLY WINTER 2022
4. CONTRACTOR SHALL INSTALL CONSTRUCTION FENCING AROUND THE PERIMETER OF THE PROPERTIES. CONTRACTOR TO ADD ENTRY GATE(S) WHERE NECESSARY. COORDINATE WITH TOJ BEFORE PLACEMENT.
5. CONTRACTOR SHALL OBTAIN TOJ ENCROACHMENT PERMIT(S) PRIOR TO ANY WORK WITHIN THE ROAD RIGHT-OF-WAY.
6. BOND(S) MAY BE REQUIRED FOR TOJ WATER AND SEWER UTILITY WORK
7. REMOVED DRIVEWAY CURB CUTS TO BE REPLACED WITH FULL CURB & GUTTER OR ADDITIONAL CURB CUT SECTIONS AS DIRECTED ON SHEET C4 AND ASSOCIATED DETAILS
8. REMOVED SIDEWALK TO BE REPLACED WITH 6-FT WIDE DETACHED SIDEWALK AS DIRECTED ON SHEET C4 AND ASSOCIATED DETAILS.
9. REFER TO SHEET C6 FOR THE UTILITY PLAN MODIFICATIONS
10. CONTRACTOR SHALL PREVENT SOIL AND DEBRIS FROM TRACKING ONTO THE ROAD AND CLEAR WHEN NECESSARY. CONSTRUCTION TRACK PAD(S) MAY NEEDED.
11. REMOVE ALL TREES AND SHRUBS FROM PROPERTY LIMITS
12. CONTRACTOR SHALL COORDINATE REMOVAL OF ALL OH AND UG POWER UTILITIES WITH LVE
13. REF SHEET C9 FOR IRRIGATION DITCH MODIFICATIONS
14. EXISTING WATER WELLS AND WATER RIGHTS TO BE ABANDONED PER WDEQ AND STATE ENGINEERS OFFICE RULES, REGULATIONS AND STATUTES.

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Jackson, WY. 83002 • Jackson, WY. 83001
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PROJECT TITLE:
THE LOOP
1050, 1060 & 1080
SOUTH PARK LOOP RD
TOWN OF JACKSON, WY

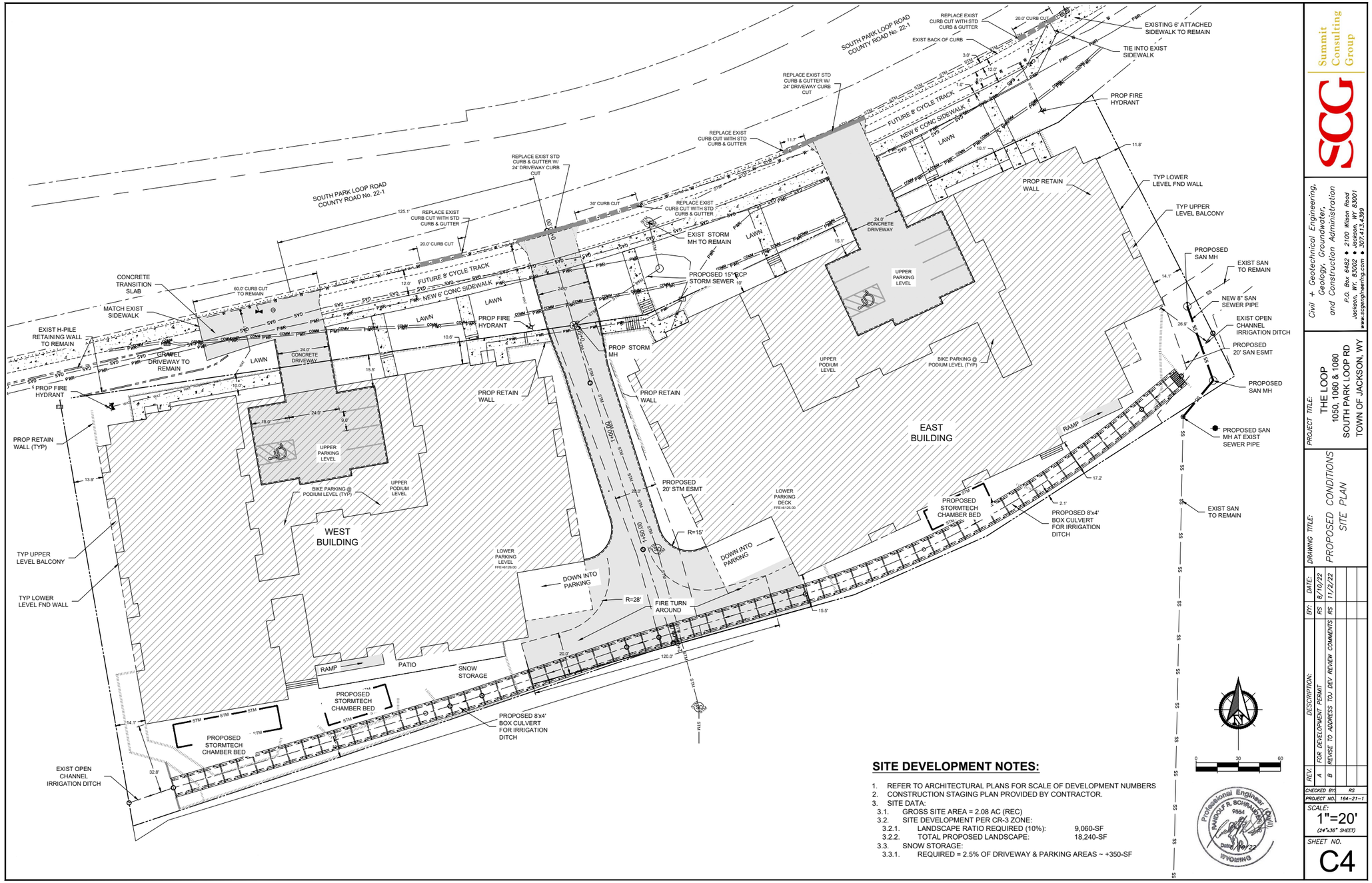
DRAWING TITLE:
DEMOLITION
SITE PLAN

REV.	DESCRIPTION:	BY:	DATE:
A	FOR DEVELOPMENT PERMIT	RS	8/10/22
B	REVISE TO ADDRESS TOJ DEV REVIEW COMMENTS	RS	11/2/22

CHECKED BY: RS
PROJECT NO. 164-21-1
SCALE: 1"=20'
(24"x36" SHEET)
SHEET NO. C3

Professional Engineer (Civil) RANDOLF R. SCHMAUSER 9554 WYOMING Date: 8/10/22

SITE PLAN



SITE DEVELOPMENT NOTES:

1. REFER TO ARCHITECTURAL PLANS FOR SCALE OF DEVELOPMENT NUMBERS
2. CONSTRUCTION STAGING PLAN PROVIDED BY CONTRACTOR.
3. SITE DATA:
   - 3.1. GROSS SITE AREA = 2.08 AC (REC)
   - 3.2. SITE DEVELOPMENT PER CR-3 ZONE:
     - 3.2.1. LANDSCAPE RATIO REQUIRED (10%): 9,060-SF
     - 3.2.2. TOTAL PROPOSED LANDSCAPE: 18,240-SF
   - 3.3. SNOW STORAGE:
     - 3.3.1. REQUIRED = 2.5% OF DRIVEWAY & PARKING AREAS ~ +350-SF

Professional Engineer — RANDOLF R. SCHRAUTH — 9584 — WYOMING — Date: 8/10/22

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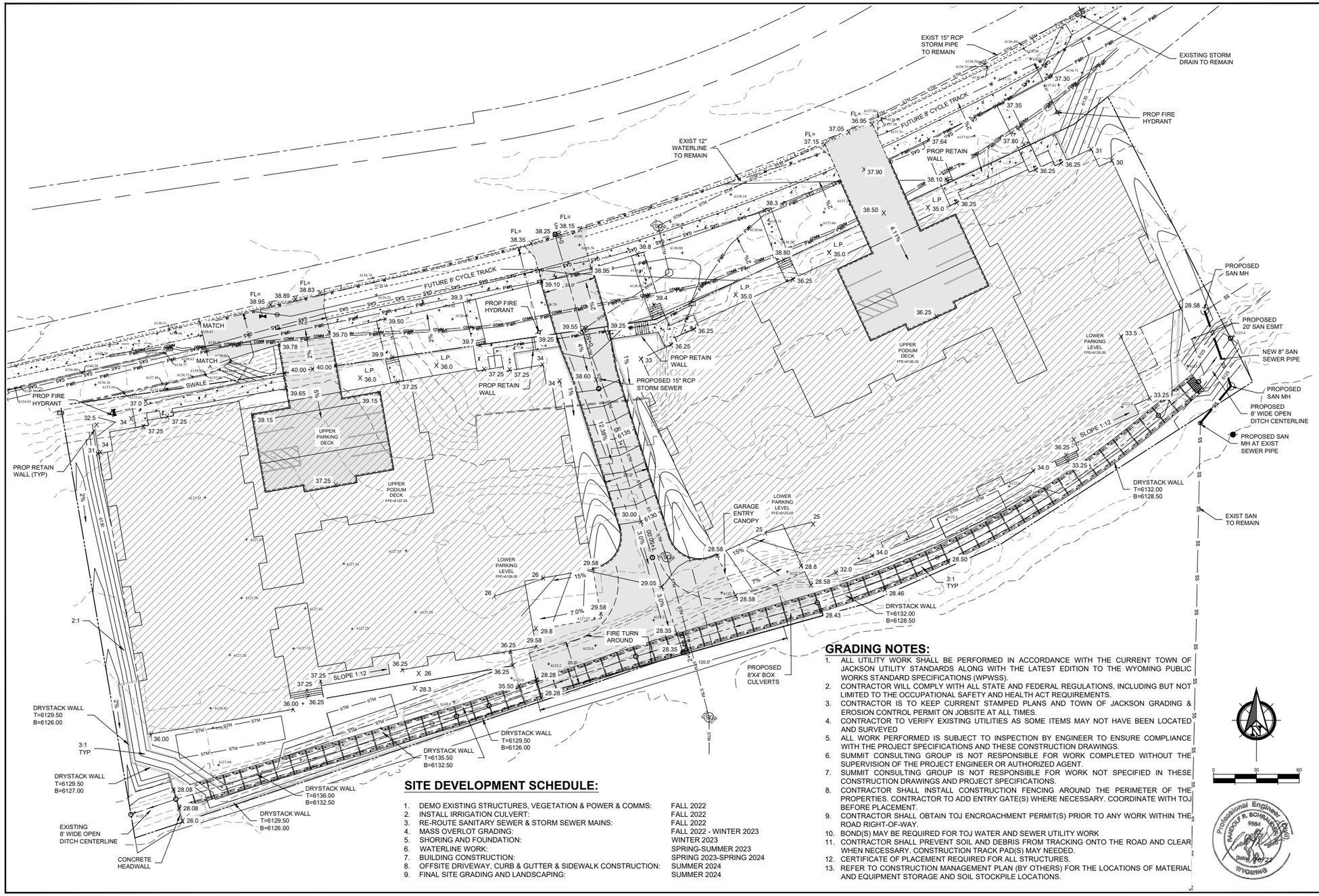
PROJECT TITLE: THE LOOP
1050, 1060 & 1080 SOUTH PARK LOOP RD
TOWN OF JACKSON, WY

DRAWING TITLE: PROPOSED CONDITIONS SITE PLAN

REV.	DESCRIPTION:	BY:	DATE:
A	FOR DEVELOPMENT PERMIT	RS	8/10/22
B	REVISE TO ADDRESS TOJ DEV REVIEW COMMENTS	RS	11/2/22

CHECKED BY: RS
PROJECT NO.: 164-21-1
SCALE: 1"=20' (24"x36" SHEET)
SHEET NO. C4

GRADING



SITE DEVELOPMENT SCHEDULE:

1.	DEMO EXISTING STRUCTURES, VEGETATION & POWER & COMMS:	FALL 2022
2.	INSTALL IRRIGATION CULVERT:	FALL 2022
3.	RE-ROUTE SANITARY SEWER & STORM SEWER MAINS:	FALL 2022
4.	MASS OVERLOT GRADING:	FALL 2022 - WINTER 2023
5.	SHORING AND FOUNDATION:	WINTER 2023
6.	WATERLINE WORK:	SPRING-SUMMER 2023
7.	BUILDING CONSTRUCTION:	SPRING 2023-SPRING 2024
8.	OFFSITE DRIVEWAY, CURB & GUTTER & SIDEWALK CONSTRUCTION:	SUMMER 2024
9.	FINAL SITE GRADING AND LANDSCAPING:	SUMMER 2024

GRADING NOTES:

1. ALL UTILITY WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT TOWN OF JACKSON UTILITY STANDARDS ALONG WITH THE LATEST EDITION TO THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS (WPWSS).
2. CONTRACTOR WILL COMPLY WITH ALL STATE AND FEDERAL REGULATIONS, INCLUDING BUT NOT LIMITED TO THE OCCUPATIONAL SAFETY AND HEALTH ACT REQUIREMENTS.
3. CONTRACTOR IS TO KEEP CURRENT STAMPED PLANS AND TOWN OF JACKSON GRADING & EROSION CONTROL PERMIT ON JOBSITE AT ALL TIMES.
4. CONTRACTOR TO VERIFY EXISTING UTILITIES AS SOME ITEMS MAY NOT HAVE BEEN LOCATED AND SURVEYED
5. ALL WORK PERFORMED IS SUBJECT TO INSPECTION BY ENGINEER TO ENSURE COMPLIANCE WITH THE PROJECT SPECIFICATIONS AND THESE CONSTRUCTION DRAWINGS.
6. SUMMIT CONSULTING GROUP IS NOT RESPONSIBLE FOR WORK COMPLETED WITHOUT THE SUPERVISION OF THE PROJECT ENGINEER OR AUTHORIZED AGENT.
7. SUMMIT CONSULTING GROUP IS NOT RESPONSIBLE FOR WORK NOT SPECIFIED IN THESE CONSTRUCTION DRAWINGS AND PROJECT SPECIFICATIONS.
8. CONTRACTOR SHALL INSTALL CONSTRUCTION FENCING AROUND THE PERIMETER OF THE PROPERTIES. CONTRACTOR TO ADD ENTRY GATE(S) WHERE NECESSARY. COORDINATE WITH TOJ BEFORE PLACEMENT.
9. CONTRACTOR SHALL OBTAIN TOJ ENCROACHMENT PERMIT(S) PRIOR TO ANY WORK WITHIN THE ROAD RIGHT-OF-WAY.
10. BOND(S) MAY BE REQUIRED FOR TOJ WATER AND SEWER UTILITY WORK.
11. CONTRACTOR SHALL PREVENT SOIL AND DEBRIS FROM TRACKING ONTO THE ROAD AND CLEAR WHEN NECESSARY. CONSTRUCTION TRACK PAD(S) MAY NEEDED.
12. CERTIFICATE OF PLACEMENT REQUIRED FOR ALL STRUCTURES.
13. REFER TO CONSTRUCTION MANAGEMENT PLAN (BY OTHERS) FOR THE LOCATIONS OF MATERIAL AND EQUIPMENT STORAGE AND SOIL STOCKPILE LOCATIONS.

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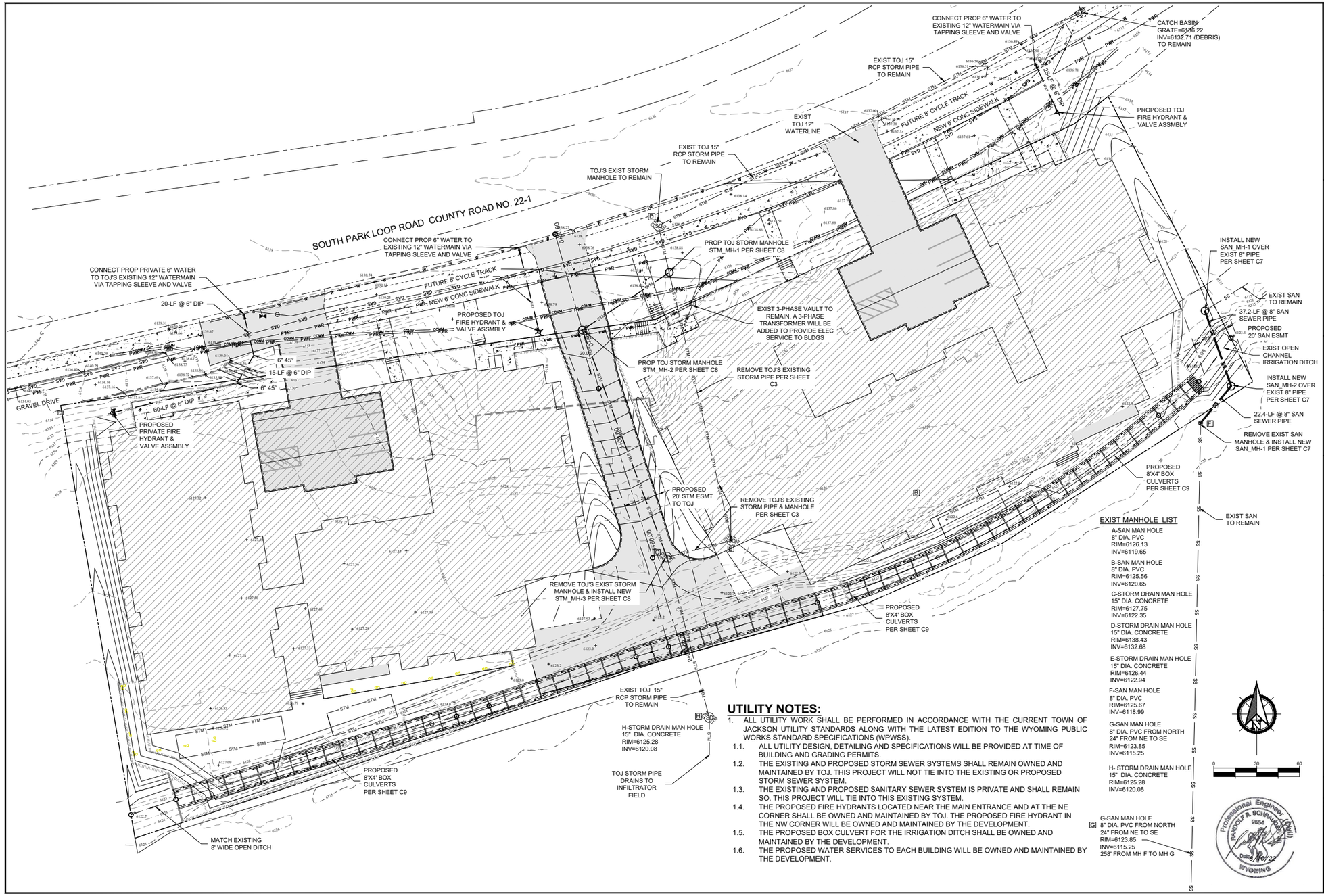
PROJECT TITLE:
THE LOOP
1050, 1060 & 1080
SOUTH PARK LOOP RD
TOWN OF JACKSON, WY

DRAWING TITLE:
PROPOSED GRADING & EROSION CONTROL PLAN

REV.	DESCRIPTION:	BY:	DATE:
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CHECKED BY: RS
PROJECT NO.: 164-21-1
SCALE: 1"=20' (24"x36" SHEET)
SHEET NO.: C5

OVERALL UTILITY SITE PLAN



UTILITY NOTES:

1. ALL UTILITY WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT TOWN OF JACKSON UTILITY STANDARDS ALONG WITH THE LATEST EDITION TO THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS (WPWSS).
   - 1.1. ALL UTILITY DESIGN, DETAILING AND SPECIFICATIONS WILL BE PROVIDED AT TIME OF BUILDING AND GRADING PERMITS.
   - 1.2. THE EXISTING AND PROPOSED STORM SEWER SYSTEMS SHALL REMAIN OWNED AND MAINTAINED BY TOJ. THIS PROJECT WILL NOT TIE INTO THE EXISTING OR PROPOSED STORM SEWER SYSTEM.
   - 1.3. THE EXISTING AND PROPOSED SANITARY SEWER SYSTEM IS PRIVATE AND SHALL REMAIN SO. THIS PROJECT WILL TIE INTO THIS EXISTING SYSTEM.
   - 1.4. THE PROPOSED FIRE HYDRANTS LOCATED NEAR THE MAIN ENTRANCE AND AT THE NE CORNER SHALL BE OWNED AND MAINTAINED BY TOJ. THE PROPOSED FIRE HYDRANT IN THE NW CORNER WILL BE OWNED AND MAINTAINED BY THE DEVELOPMENT.
   - 1.5. THE PROPOSED BOX CULVERT FOR THE IRRIGATION DITCH SHALL BE OWNED AND MAINTAINED BY THE DEVELOPMENT.
   - 1.6. THE PROPOSED WATER SERVICES TO EACH BUILDING WILL BE OWNED AND MAINTAINED BY THE DEVELOPMENT.

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PROJECT TITLE:
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TOWN OF JACKSON, WY

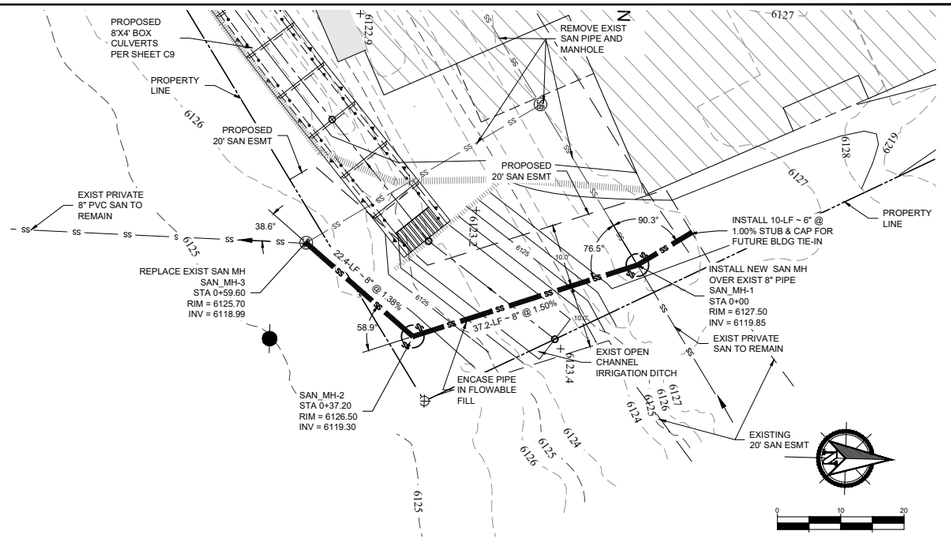
DRAWING TITLE:
OVERALL UTILITY SITE PLAN

REV.	DESCRIPTION:	BY:	DATE:
A	FOR DEVELOPMENT PERMIT	RS	8/10/22
B	REVISE TO ADDRESS TOJ DEV REVIEW COMMENTS	RS	11/2/22

CHECKED BY: RS
PROJECT NO. 164-21-1
SCALE: 1"=20' (24"x36" SHEET)
SHEET NO. C6

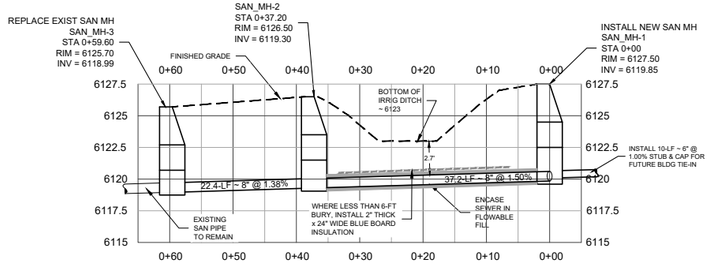
SANITARY SEWER NOTES:

1. ALL UTILITY WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT TOWN OF JACKSON UTILITY STANDARDS ALONG WITH THE LATEST EDITION TO THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS (WPWSS).
2. ALL PROPOSED SANITARY SEWER UTILITIES SHOW WITHIN THE PROPERTY BOUNDARY WILL BE PRIVATELY OWNED AND MAINTAINED.
3. THE SEWER UTILITY WORK SHALL COMPLY WITH APPLICABLE TOJ UTILITY STANDARDS AND MATERIAL AND INSTALLATION SPECIFICATIONS. TOWN OF JACKSON UTILITY STANDARDS ARE AVAILABLE AT:
   https://www.jacksonwy.gov/DocumentCenter/View/82/Construction-Standards-PDF?bidId=
4. TRENCHING:
   - 4.1.1. ALL WORK SHALL CONFORM TO APPLICABLE TOJ SPECIFICATIONS AND STANDARD DETAILS SUCH AS SS-100.
5. SANITARY SEWER SERVICE:
   - 5.1.1. SHALL BE 6-INCH DIAMETER SDR35 PIPE AND FITTINGS
6. SANITARY SEWER MAIN:
   - 6.1. ALL SEWER MAIN PIPE SHALL BE 8" PVC PIPE AND FITTINGS WHICH SHALL CONFORM TO ASTM D-3034, "STANDARD SPECIFICATION FOR PVC SEWER PIPE AND FITTINGS." PVC PIPE SHALL HAVE A MINIMUM SDR OF 35.
   - 6.2. MANHOLES SHALL BE IN ACCORDANCE WITH TOJ STANDARD DETAIL SS-101.
   - 6.3. STEPS SHALL BE PER DETAIL SS-106.
   - 6.4. MANHOLE CHANNELS SHALL BE IN ACCORDANCE WITH TOJ STANDARD DETAIL SS-107.
   - 6.5. MANHOLE FRAME AND COVER SHALL BE IN ACCORDANCE WITH TOJ STANDARD DETAIL SS-108.
   - 6.6. MANHOLES IN 48-INCH DIAMETER SHALL BE CONSTRUCTED OF PRECAST CONCRETE RINGS WITH FRAMES AND COVERS AND STEPS IN ACCORDANCE WITH THE PLAN DETAILS. ALL MANHOLES SHALL BE DESIGNED TO WITHSTAND AASHTO HS-25 LOADING.
7. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
8. CONTRACTOR TO OBTAIN PERMIT FROM THE TOWN OF JACKSON PRIOR TO COMMENCEMENT OF WORK WITHIN THE PUBLIC RIGHT-OF-WAY OR UTILITY EASEMENT.
   https://www.jacksonwy.gov/DocumentCenter/View/156/Public-Right-of-Way-Permit-PDF
9. SCG TO INSPECT THE SEWER MAINS AND SERVICES PRIOR TO BACKFILLING.



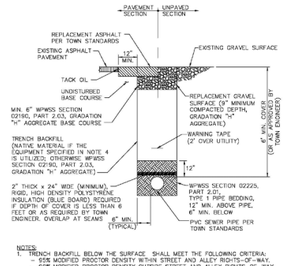
SANITARY SEWER MAIN - RELOCATION PLAN

HORZ SCALE: 1" = 10'



SANITARY SEWER MAIN - PROFILE

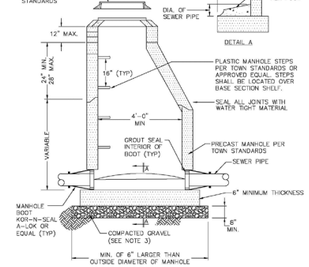
HORZ SCALE: 1" = 10'
VERT SCALE: 1" = 5'



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

TOJ SS-100 SEWER MAIN & SERVICE TRENCH DETAIL

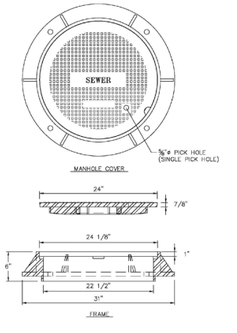
SCALE: NONE



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

TOJ SS-101 STANDARD SEWER MANHOLE

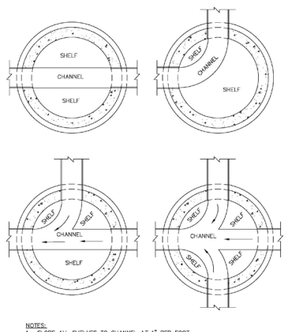
SCALE: NONE



NOTES:
1. MANHOLE FRAME AND COVER SHALL BE MODEL NO. A-1055, AS MANUFACTURED BY D&L SUPPLY OF LINDON, UTAH, MODIFIED AS SHOWN, OR APPROVED SUBSTITUTE.
2. GREY IRON CONFORMS TO ASTM A-48, CLASS 350. MEETS H-20 WHEEL LOAD.

TOJ SS-108 MANHOLE FRAME & COVER

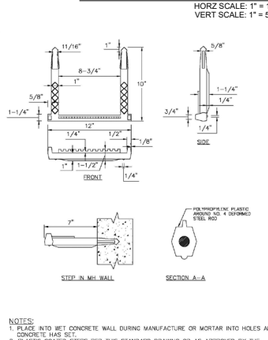
SCALE: NONE



NOTES:
1. SLOPE ALL SHELVES TO CHANNEL AT 1" PER FOOT.
2. SEE PLAN-PROFILE SHEETS FOR SLOPE OF CHANNEL.

TOJ SS-107 MANHOLE CHANNEL DETAILS

SCALE: NONE



NOTES:
1. PLACE INTO WET CONCRETE WALL DURING MANUFACTURE OR MORTAR INTO HOLES AFTER CONCRETE HAS SET.
2. PLASTIC COATED STEPS PER THIS STANDARD DRAWING OR AS APPROVED BY THE ENGINEER.

TOJ SS-106 MANHOLE STEPS

SCALE: NONE



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PROJECT TITLE:
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DRAWING TITLE:
SANITARY SEWER PLAN & PROFILE

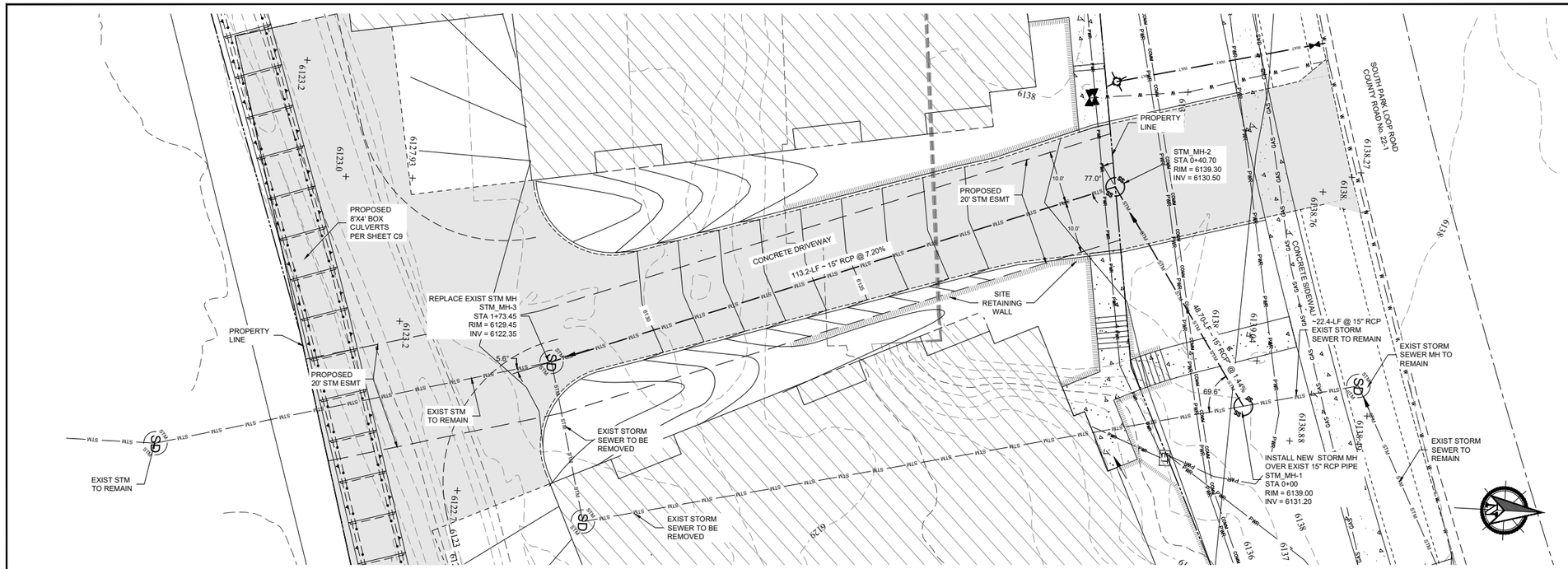
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PROJECT NO.: 164-21-1

SCALE:
NOTED
(24"x36" SHEET)

SHEET NO.
C7

STORM SEWER PLAN

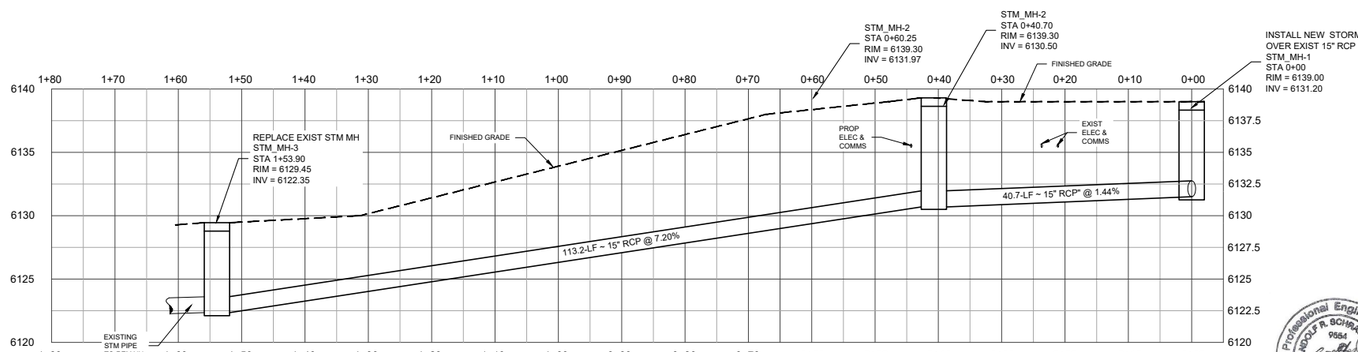


STORM SEWER - RELOCATION PLAN

HORZ SCALE: 1" = 10'

STORM SEWER NOTES:

1. ALL UTILITY WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT TOWN OF JACKSON UTILITY STANDARDS ALONG WITH THE LATEST EDITION TO THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS (WPWSS).
2. ALL PROPOSED STORM SEWER UTILITIES SHOW ON THIS PLAN WILL BE OWNED AND MAINTAINED TO TOJ.
3. THE STORM SEWER UTILITY WORK SHALL COMPLY WITH APPLICABLE TOJ UTILITY STANDARDS AND MATERIAL AND INSTALLATION SPECIFICATIONS. TOWN OF JACKSON UTILITY STANDARDS ARE AVAILABLE AT: https://www.jacksonwy.gov/DocumentCenter/View/82/Construction-Standards-PDF?bidId=
4. TRENCHING:
   - 4.1.1. ALL WORK SHALL CONFORM TO APPLICABLE TOJ SPECIFICATIONS AND STANDARD DETAILS SUCH AS STM-100.
5. STORM SEWER:
   - 5.1. ALL STORM SEWER PIPE SHALL BE 15" DIAMETER REINFORCED CONCRETE.
   - 5.2. STORM DRAIN MANHOLE COLLAR DETAIL SHALL BE PER DETAIL STM-103.
   - 5.3. MANHOLE FRAME AND COVER SHALL BE IN ACCORDANCE WITH TOJ STANDARD DETAIL STM-104.
   - 5.4. MANHOLES IN 48-INCH DIAMETER WITH ECCENTRIC FLAT TOP AND SHALL BE CONSTRUCTED OF PRECAST CONCRETE RINGS WITH FRAMES AND COVERS AND STEPS IN ACCORDANCE WITH THE PLAN DETAILS. ALL MANHOLES SHALL BE DESIGNED TO WITHSTAND AASHTO HS-25 LOADING.
6. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
7. CONTRACTOR TO OBTAIN PERMIT FROM THE TOWN OF JACKSON PRIOR TO COMMENCEMENT OF WORK WITHIN THE PUBLIC RIGHT-OF-WAY OR UTILITY EASEMENT. https://www.jacksonwy.gov/DocumentCenter/View/156/Public-Right-of-Way-Permit-PDF
8. SCG TO INSPECT THE STORM SEWER PRIOR TO BACKFILLING.



STORM SEWER - PROFILE

HORZ SCALE: 1" = 10'
VERT SCALE: 1" = 5'

Professional Engineer RANDOLF R. SCHWABE 9584 Date: 8/10/22 WYOMING

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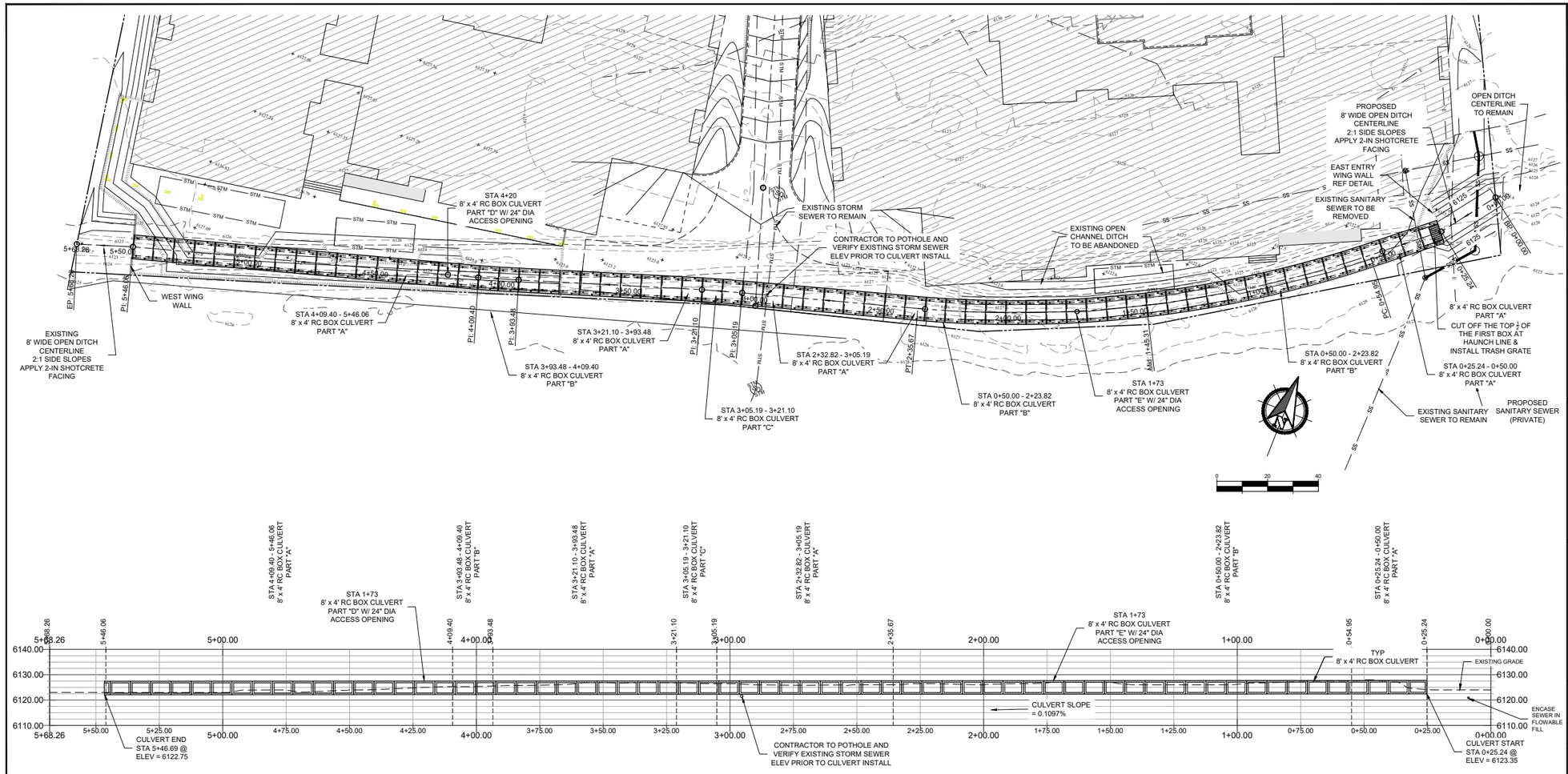
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TOWN OF JACKSON, WY

DRAWING TITLE:
STORM SEWER PLAN & PROFILE

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SCALE: NOTED (24"x36" SHEET)
SHEET NO. C8

PROPOSED IRRIGATION CULVERT PLAN

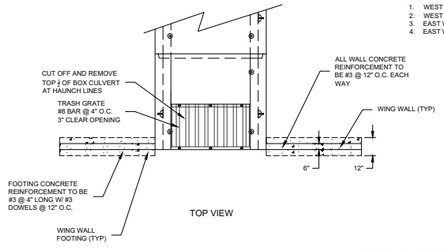


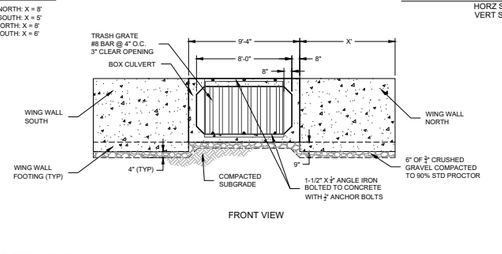
BOX CULVERT - PROFILE

HORZ SCALE: 1" = 20'
VERT SCALE: 1" = 20'

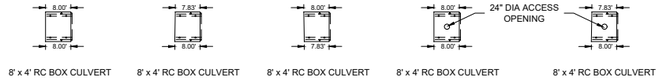
WING WALL LENGTH MATRIX

1. WEST WALL NORTH: X = 8'
2. WEST WALL SOUTH: X = 5'
3. EAST WALL NORTH: X = 8'
4. EAST WALL SOUTH: X = 6'





HEADWALL DETAILS



8' x 4' RC BOX CULVERT PART "A" | 8' x 4' RC BOX CULVERT PART "B" | 8' x 4' RC BOX CULVERT PART "C" | 8' x 4' RC BOX CULVERT PART "D" | 8' x 4' RC BOX CULVERT PART "E"

Professional Engineer
RANDOLF R. SCHWARTZ
9564
WYOMING
Dated 8/Nov/22

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PROPOSED IRRIGATION CULVERT PLAN & PROFILE

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SCALE: 1"=20' (24"x36" SHEET)
SHEET NO. C9



FFKR ARCHITECTS
730 Pacific Avenue - Salt Lake City, Utah 84104
O 801.521.0186 - FFKR.COM

MOGUL CAPITAL
Mogul Capital, LLC
210 E. Main Street
Ste 109, Midway UT
84049
435.654.5030

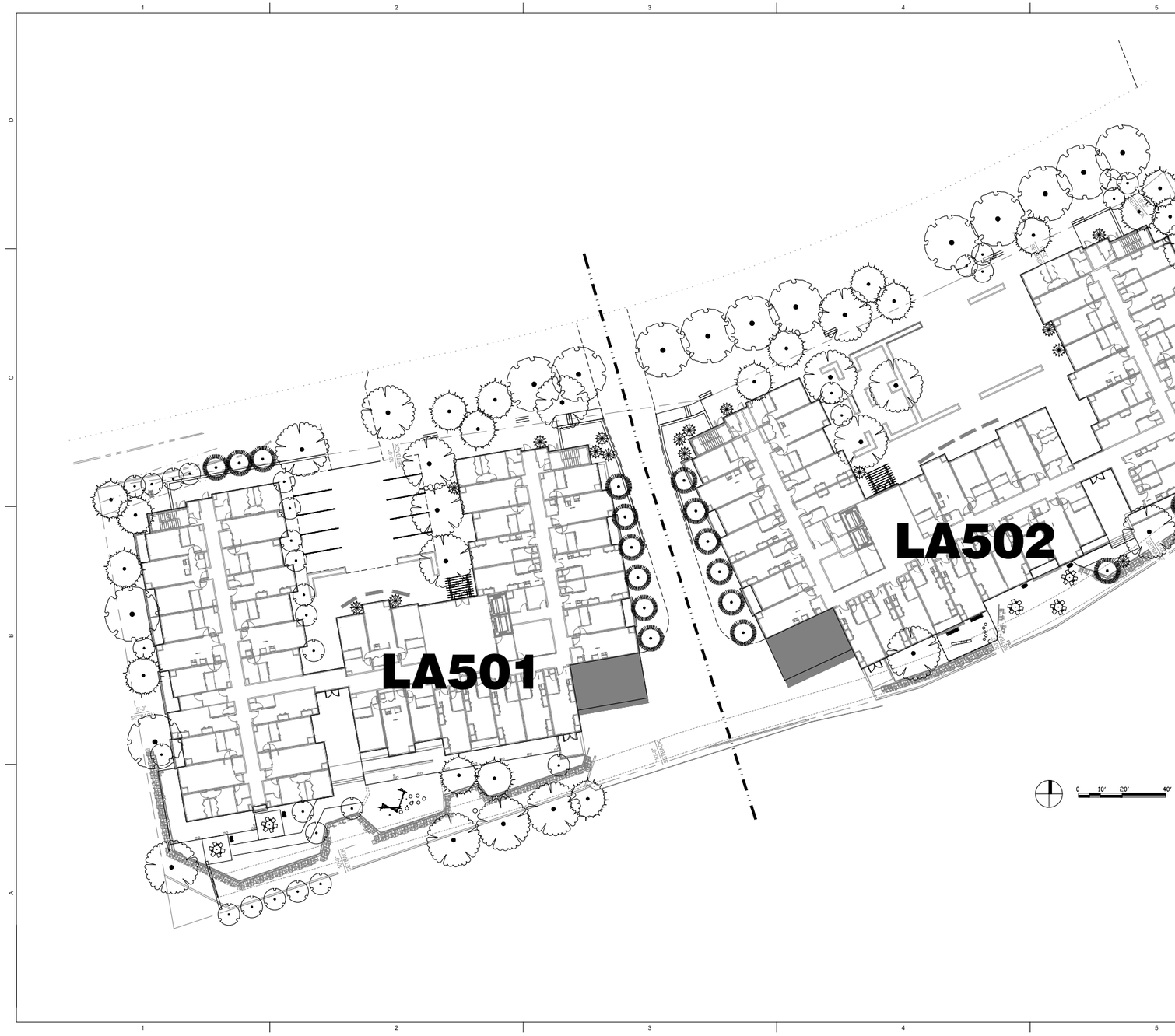
THE LOOP - APARTMENTS
1050, 1060 & 1080 S. PARK LOOP RD
JACKSON, WYOMING

△ DATE REVISION

PROJECT NUMBER -

OVERALL LANDSCAPE PLANTING PLAN

LA500



PLANTING NOTES

1. REFER TO CIVIL ENGINEERS UTILITY AND PRECISE GRADING PLANS FOR UTILITY LOCATION AND FINAL GRADING. IF ACTUAL SITE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS CONTACT THE OWNER'S REPRESENTATIVE IMMEDIATELY AS TO HOW TO PROCEED.
2. VERIFY LOCATIONS OF PERTINENT SITE IMPROVEMENTS INSTALLED UNDER OTHER SECTIONS. IF ANY PART OF THIS PLAN CANNOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT OWNER'S REPRESENTATIVE IMMEDIATELY PRIOR TO COMMENCING WORK.
3. EXACT LOCATIONS OF PLANT MATERIALS TO BE APPROVED BY THE OWNER'S REPRESENTATIVE IN THE FIELD PRIOR TO INSTALLATION. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO ADJUST PLANTS TO EXACT LOCATION IN FIELD, FOR CONTRACTOR TO THEN INSTALL.
4. VERIFY PLANT COUNTS AND SQUARE FOOTAGES. QUANTITIES ARE PROVIDED FOR OWNER INFORMATION ONLY. IF QUANTITIES ON PLANT LIST DIFFER FROM GRAPHIC INDICATIONS THEN GRAPHICS SHALL PREVAIL.
5. PERFORM EXCAVATION IN THE VICINITY OF UNDERGROUND UTILITIES WITH CARE AND IF NECESSARY BY HAND. THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK AND DISRUPTION OR DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER.
6. PROVIDE MATCHING FORMS AND SIZES FOR PLANT MATERIALS WITHIN EACH SPECIES AND SIZE DESIGNATED ON THE DRAWINGS.
7. PRUNE NEWLY PLANTED TREES ONLY AS DIRECTED BY OWNER'S REPRESENTATIVE.
8. ALIGN AND EQUALLY SPACE IN ALL DIRECTIONS SHRUBS SO DESIGNATED PER THESE NOTES AND DRAWINGS.

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THE LOOP - APARTMENTS
1050, 1060 & 1080 S. PARK LOOP RD
JACKSON, WYOMING

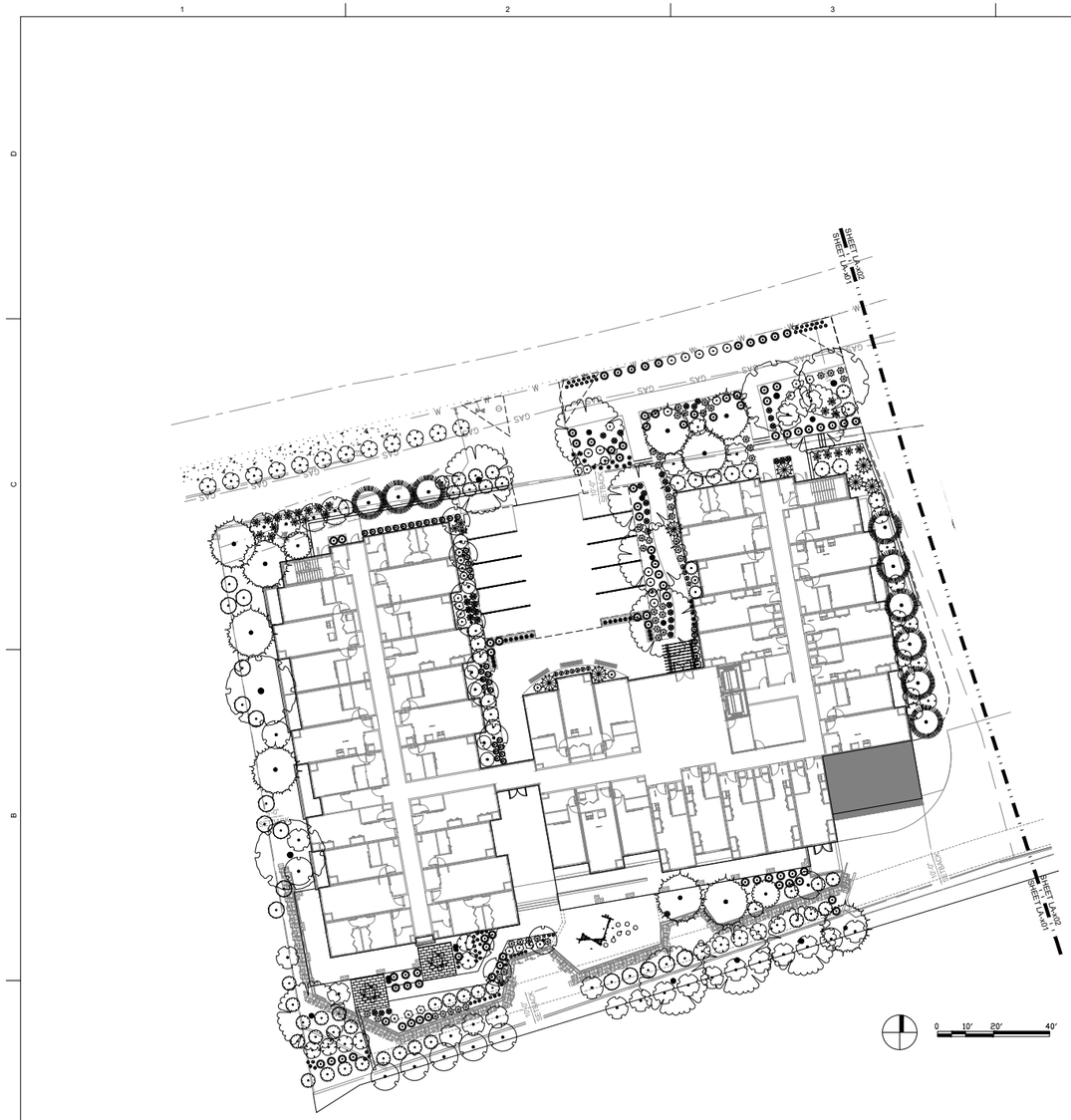
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PROJECT NUMBER -

OVERALL LANDSCAPE PLANTING PLAN

LA500

SITE - ENGINEERS REPORT - LANDSCAPE PLANS



PLANT SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	Fp	Fraxinus pennsylvanica 'Patmore' Patmore Green Ash	3" Cal.	4
	Gi	Gleditsia triacanthos inermis 'Impcole' TM Imperial Honey Locust	3" Cal.	10
	Pp	Picea glauca pendula 'Morton Tower' Morton Tower Weeping White Spruce	8'-12' H	7
	Pg	Picea pungens 'Glauca Kaibab' Blue Colorado Spruce	8'-12' H	10
	Pb	Pinus aristata Bristlecone Pine	8'-12' H	9
	Pe	Populus tremula 'Erecta' European Columnar Aspen	2" Cal.	22

SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	As	Amelanchier alnifolia 'Regent' Serviceberry	5 gal	16
	Cr	Cornus sericea 'Cardinal' Red Twig Dogwood	5 gal	38
	Cl2	Cotoneaster lucidus Shiny Cotoneaster	5 gal	37
	Pn	Perovskia atriplicifolia 'Blue Jean Baby' Blue Jean Baby Russian Sage	5 gal	14
	Pb2	Physocarpus opulifolius 'Monlo' TM Diabolo Ninebark	5 gal	22
	Pr	Pinus nigra 'Green Tower' Green Tower Austrian Pine	5 gal	2
	Sl	Syringa villosa Late Lilac	5 gal	2
	Tt	Taxus x media 'Tauntonii' Taunton's Anglo-Japanese Yew	5 gal	15

ORNAMENTAL GRASSES	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	Cb	Calamagrostis brachytricha Korean Feather Reed Grass	3 gal	37
	Ck	Calamagrostis x acutiflora 'Karl Foerster' Karl Foerster Feather Reed Grass	3 gal	48
	Dg	Deschampsia cespitosa 'Goldtau' Gold Dew Tufted Hair Grass	3 gal	14
	Fe	Festuca glauca 'Elijah Blue' Elijah Blue Fescue	1 gal	67

PERENNIALS	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	Am	Astilbe japonica 'Montgomery' Montgomery Japanese Astilbe	1 gal	8
	Af3	Athyrium filix-femina Common Lady Fern	1 gal	4
	Ap2	Athyrium niponicum pictum 'Pewter Lace' Pewter Lace Japanese Painted Fern	1 gal	11
	Hx	Helenium x 'Waltraut' Waltraut Sneezeweed	1 gal	48
	Hc	Heuchera x 'Crimson Curls' Crimson Curls Coral Bells	1 gal	27
	Hb	Hosta sieboldiana 'Blue Angel' Plantain Lily	1 gal	6
	Hp	Hosta x 'Patriot' Patriot Hosta	1 gal	7
	Ll	Ligularia x hessei 'Little Rocket' Little Rocket Ragwort	1 gal	10
	Lp	Lupinus x 'Popsicle Mix' Popsicle Mix Lupine	1 gal	34
	Ms	Matteuccia struthiopteris Ostrich Fern	1 gal	25
	Sm	Salvia nemorosa 'May Night' May Night Sage	1 gal	29

TOTAL LANDSCAPED AREA: 10,123 SF

REFERENCE NOTES

MATERIALS LEGEND

FFKR ARCHITECTS
760 Pacific Avenue • Suite 100 • Long Beach, California 90813
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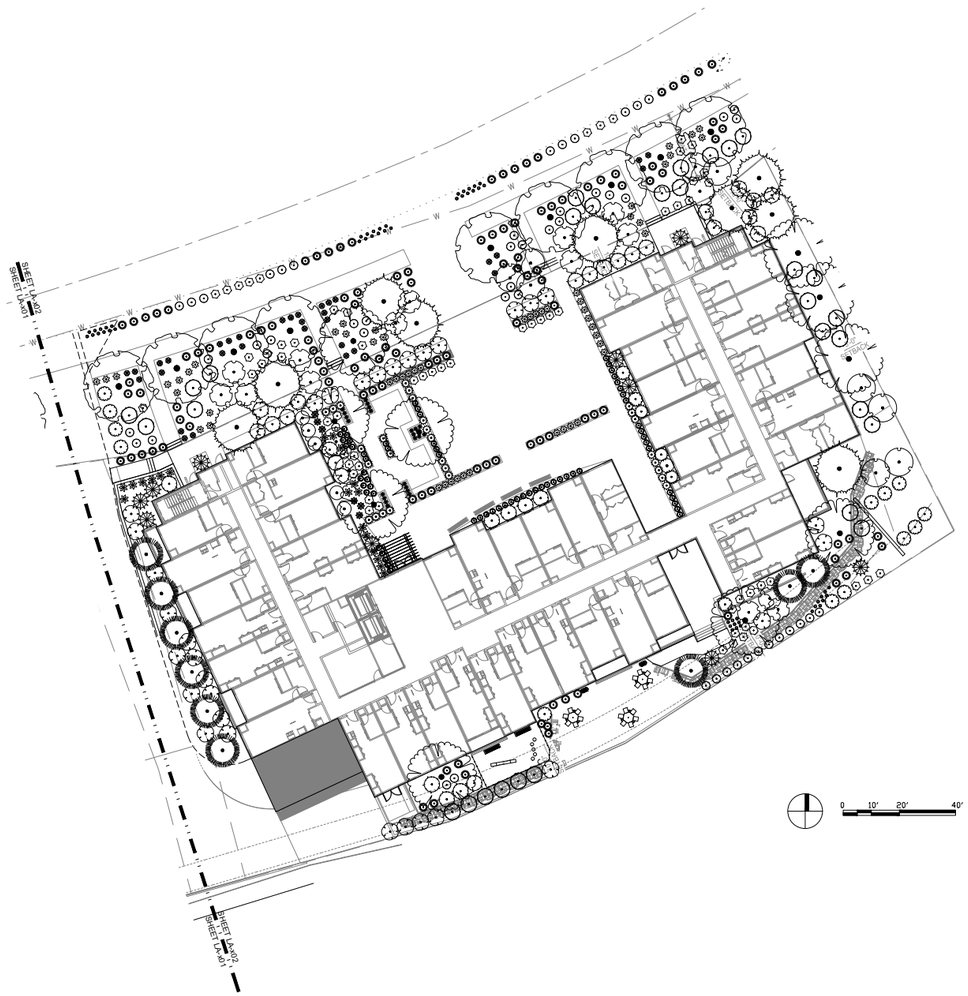
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PROJECT NUMBER -

LANDSCAPE PLANTING PLAN

LA501



PLANT SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	Fp	Fraxinus pennsylvanica 'Patmore' Patmore Green Ash	3" Cal.	9
	Gi	Gleditsia triacanthos inermis 'Impcole' TM Imperial Honey Locust	3" Cal.	10
	Pp	Picea glauca pendula 'Morton Tower' Morton Tower Weeping White Spruce	8'-12' H	10
	Pg	Picea pungens 'Glauca Kaibab' Blue Colorado Spruce	8'-12' H	9
	Pb	Pinus aristata Bristlecone Pine	8'-12' H	9
	Pe	Populus tremula 'Erecta' European Columnar Aspen	2" Cal.	12

SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	As	Amelanchier alnifolia 'Regent' Serviceberry	5 gal	30
	Cr	Cornus sericea 'Cardinal' Red Twig Dogwood	5 gal	16
	Cl2	Cotoneaster lucidus Shiny Cotoneaster	5 gal	32
	Pn	Perovskia atriplicifolia 'Blue Jean Baby' Blue Jean Baby Russian Sage	5 gal	51
	Pb2	Physocarpus opulifolius 'Monlo' TM Diabolo Ninebark	5 gal	14
	Pr	Pinus nigra 'Green Tower' Green Tower Austrian Pine	5 gal	3
	Tt	Taxus x media 'Tauntonii' Taunton's Anglo-Japanese Yew	5 gal	30

ORNAMENTAL GRASSES	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	Cb	Calamagrostis brachytricha Korean Feather Reed Grass	3 gal	62
	Ck	Calamagrostis x acutiflora 'Karl Foerster' Karl Foerster Feather Reed Grass	3 gal	53
	Dg	Deschampsia cespitosa 'Goldtau' Gold Dew Tufted Hair Grass	3 gal	51
	Fe	Festuca glauca 'Elijah Blue' Elijah Blue Fescue	1 gal	51

PERENNIALS	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	Am	Astilbe japonica 'Montgomery' Montgomery Japanese Astilbe	1 gal	41
	Af3	Athyrium filix-femina Common Lady Fern	1 gal	11
	Hx	Helenium x 'Waltraut' Waltraut Sneezeweed	1 gal	56
	Hc	Heuchera x 'Crimson Curls' Crimson Curls Coral Bells	1 gal	24
	Hb	Hosta sieboldiana 'Blue Angel' Plantain Lily	1 gal	6
	Hp	Hosta x 'Patriot' Patriot Hosta	1 gal	6
	Ll	Ligularia x hessei 'Little Rocket' Little Rocket Ragwort	1 gal	28
	Lp	Lupinus x 'Popsicle Mix' Popsicle Mix Lupine	1 gal	23
	Ms	Matteuccia struthiopteris Ostrich Fern	1 gal	19
	Sm	Salvia nemorosa 'May Night' May Night Sage	1 gal	33

TOTAL LANDSCAPED AREA: 12,054 SF

REFERENCE NOTES

MATERIALS LEGEND

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PROJECT NUMBER -

LANDSCAPE PLANTING PLAN

LA502

TREE SCHEDULE LA501

Fp	Fraxinus pennsylvanica 'Patmore'	Patmore Green Ash
Gi	Gleditsia triacanthos inermis 'Impcole' TM	Imperial Honey Locust
Pp	Picea glauca pendula 'Morton Tower'	Morton Tower Weeping White Spruce
Pg	Picea pungens 'Glauca Kaibab'	Blue Colorado Spruce
Pb	Pinus aristata	Bristlecone Pine
Pe	Populus tremula 'Erecta'	European Columnar Aspen

TREE SCHEDULE LA502

Ax	Acer truncatum x platanoides 'War	Pacific Sunset Maple
Fp	Fraxinus pennsylvanica 'Patmore'	Patmore Green Ash
Gi	Gleditsia triacanthos inermis 'Impc	Imperial Honey Locust
Pp	Picea glauca pendula 'Morton Tow	Morton Tower Weeping White Spru
Pg	Picea pungens 'Glauca Kaibab'	Blue Colorado Spruce
Pb	Pinus aristata	Bristlecone Pine
Pe	Populus tremula 'Erecta'	European Columnar Aspen

OVERALL SHRUB SCHEDULE

SHRUBS	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	As	Amelanchier alnifolia 'Regent' Serviceberry	5 gal	52
	Cr	Cornus sericea 'Cardinal' Red Twig Dogwood	5 gal	53
	Cl2	Cotoneaster lucidus Shiny Cotoneaster	5 gal	80
	Pn	Perovskia atriplicifolia 'Blue Jean Baby' Blue Jean Baby Russian Sage	5 gal	62
	Pb2	Physocarpus opulifolius 'Monlo' TM Diabolo Ninebark	5 gal	25
	Pr	Pinus nigra 'Green Tower' Green Tower Austrian Pine	5 gal	5
	Sl	Syringa villosa Late Lilac	5 gal	2
	Tt	Taxus x media 'Tauntonii' Taunton's Anglo-Japanese Yew	5 gal	43
ORNAMENTAL GRASSES	**CODE**	**BOTANICAL / COMMON NAME**	**SIZE**	**QTY**
	Cb	Calamagrostis brachytricha Korean Feather Reed Grass	3 gal	109
	Ck	Calamagrostis x acutiflora 'Karl Foerster' Karl Foerster Feather Reed Grass	3 gal	106
	Dg	Deschampsia cespitosa 'Goldtau' Gold Dew Tufted Hair Grass	3 gal	53
	Fe	Festuca glauca 'Elijah Blue' Elijah Blue Fescue	1 gal	136
PERENNIALS	**CODE**	**BOTANICAL / COMMON NAME**	**SIZE**	**QTY**
	Am	Astilbe japonica 'Montgomery' Montgomery Japanese Astilbe	1 gal	45
	Af3	Athyrium filix-femina Common Lady Fern	1 gal	15
	Ap2	Athyrium niponicum pictum 'Pewter Lace' Pewter Lace Japanese Painted Fern	1 gal	17
	Hx	Helenium x 'Waltraut' Waltraut Sneezeweed	1 gal	107
	Hc	Heuchera x 'Crimson Curls' Crimson Curls Coral Bells	1 gal	49
	Hb	Hosta sieboldiana 'Blue Angel' Plantain Lily	1 gal	14
	Hp	Hosta x 'Patriot' Patriot Hosta	1 gal	13
	Ll	Ligularia x hessei 'Little Rocket' Little Rocket Ragwort	1 gal	33
	Lp	Lupinus x 'Popsicle Mix' Popsicle Mix Lupine	1 gal	85
	Ms	Matteuccia struthiopteris Ostrich Fern	1 gal	59
	Sm	Salvia nemorosa 'May Night' May Night Sage	1 gal	101

TOTAL LANDSCAPED AREA: 22,177 SF

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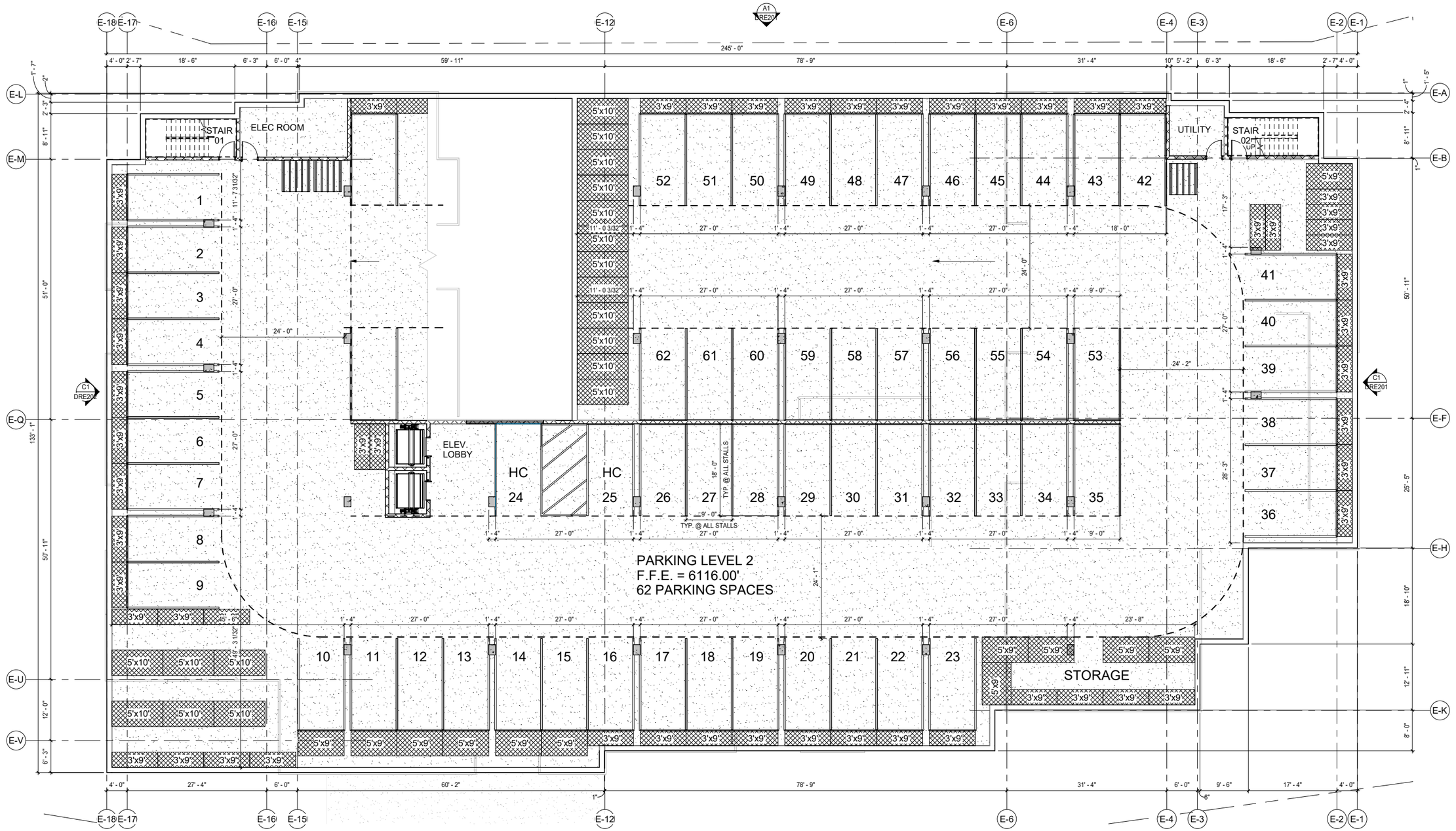
PROJECT NUMBER -

LANDSCAPE PLANTING SCHEDULE

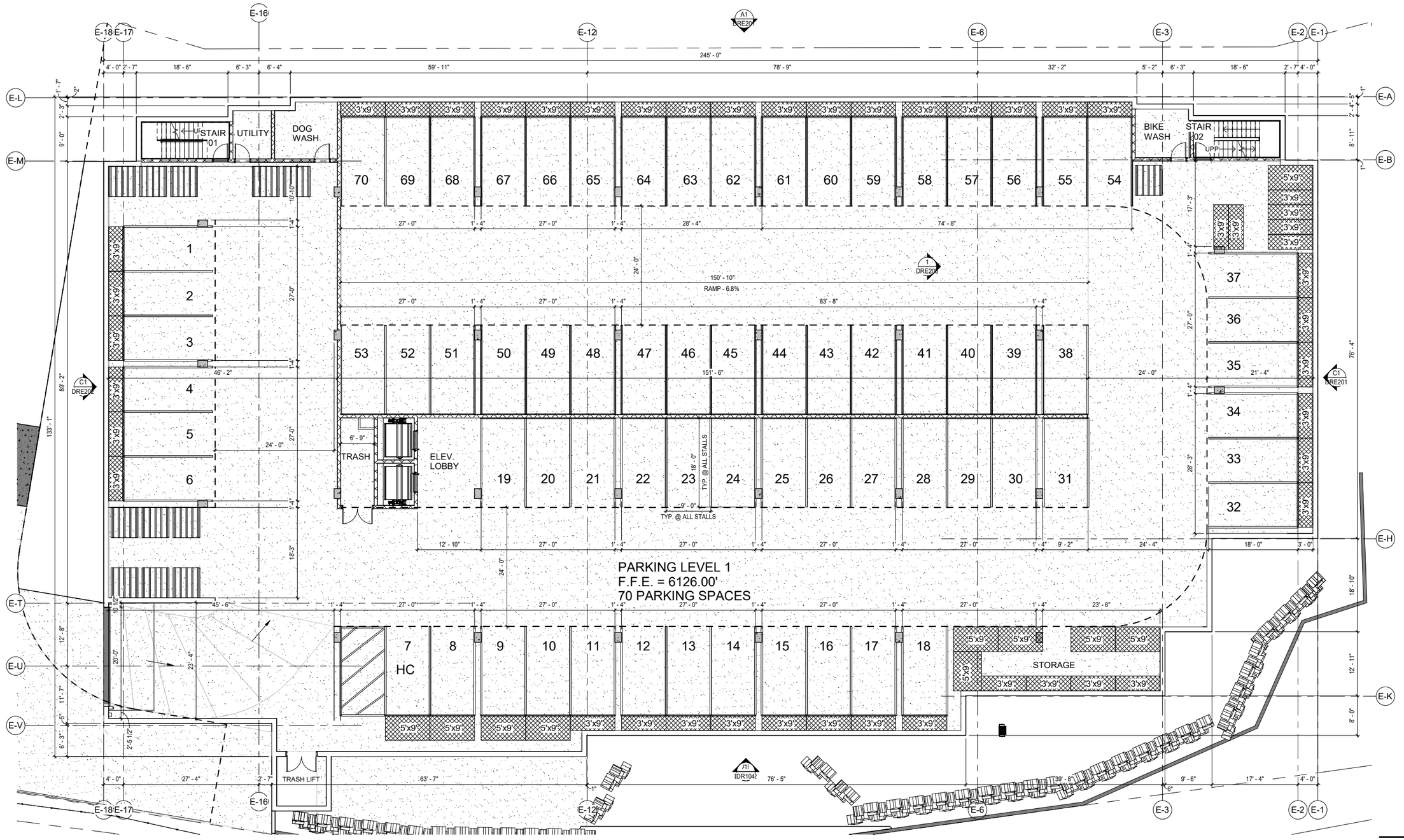
LA503

SECTION THREE
BUILDING

BUILDING - PLANS - EAST GARAGE LEVEL 02



BUILDING - PLANS - EAST GARAGE LEVEL 01



BUILDING - PLANS - EAST LEVEL 01 FLOOR PLAN

- A - Studio Apartment
- B - One-Bedroom Apartment
- C - One-Bedroom Apartment
- F - Two-bedroom Apartment
- G - Three-bedroom Apartment
- Vertical Circulation
- Building Support
- Circulation



BUILDING - PLANS - EAST LEVEL 02 FLOOR PLAN

- A - Studio Apartment
- B - One-Bedroom Apartment
- C - One-Bedroom Apartment
- F - Two-bedroom Apartment
- G - Three-bedroom Apartment
- Vertical Circulation
- Building Support
- Circulation



KE

BUILDING - PLANS - EAST LEVEL 03 FLOOR PLAN

- A - Studio Apartment
- B - One-Bedroom Apartment
- C - One-Bedroom Apartment
- F - Two-bedroom Apartment
- G - Three-bedroom Apartment
- Vertical Circulation
- Building Support
- Circulation



KEY PL

BUILDING - PLANS - EAST LEVEL 04 FLOOR PLAN

- A - Studio Apartment
- B - One-Bedroom Apartment
- C - One-Bedroom Apartment
- F - Two-bedroom Apartment
- G - Three-bedroom Apartment
- Vertical Circulation
- Building Support
- Circulation



KEY P

BUILDING - ELEVATIONS - EAST BUILDING - NORTH ELEVATION

EXTERIOR FINISH

CODE	MATERIAL	FINISH	MANUFACTURER
A	METAL	MATT BLACK	TBD
B	FIBER CEMENT	SUMMER WHEAT	WOODTONE
C	FIBER CEMENT	ASPEN RIDGE	WOODTONE
D	FIBER CEMENT	WINCHESTER BROWN	WOODTONE
E	FIBER CEMENT	RIVER ROCK	WOODTONE
F	FIBER CEMENT	COSTAL GRAY	WOODTONE
G	METAL	MIDNIGHT BRONZE	PAC-CLAD
H	BRICK	BLACK ICE	INTERSTATE BRICK
J	VINYL	MATT BLACK	TBD
K	METAL	MATT GREY	TBD
L	CONCRETE	CONCRETE	NA
M	ALUMINUM	MATT BLACK	NA



BUILDING - ELEVATIONS - EAST BUILDING - SOUTH ELEVATION

EXTERIOR FINISH

CODE	MATERIAL	FINISH	MANUFACTURER
A	METAL	MATT BLACK	TBD
B	FIBER CEMENT	SUMMER WHEAT	WOODTONE
C	FIBER CEMENT	ASPEN RIDGE	WOODTONE
D	FIBER CEMENT	WINCHESTER BROWN	WOODTONE
E	FIBER CEMENT	RIVER ROCK	WOODTONE
F	FIBER CEMENT	COSTAL GRAY	WOODTONE
G	METAL	MIDNIGHT BRONZE	PAC-CLAD
H	BRICK	BLACK ICE	INTERSTATE BRICK
J	VINYL	MATT BLACK	TBD
K	METAL	MATT GREY	TBD
L	CONCRETE	CONCRETE	NA
M	ALUMINUM	MATT BLACK	NA



BUILDING - ELEVATIONS - EAST BUILDING - EAST ELEVATION



C1

EAST BLDG EAST ELEVATION

SCALE: 1" = 10'-0"

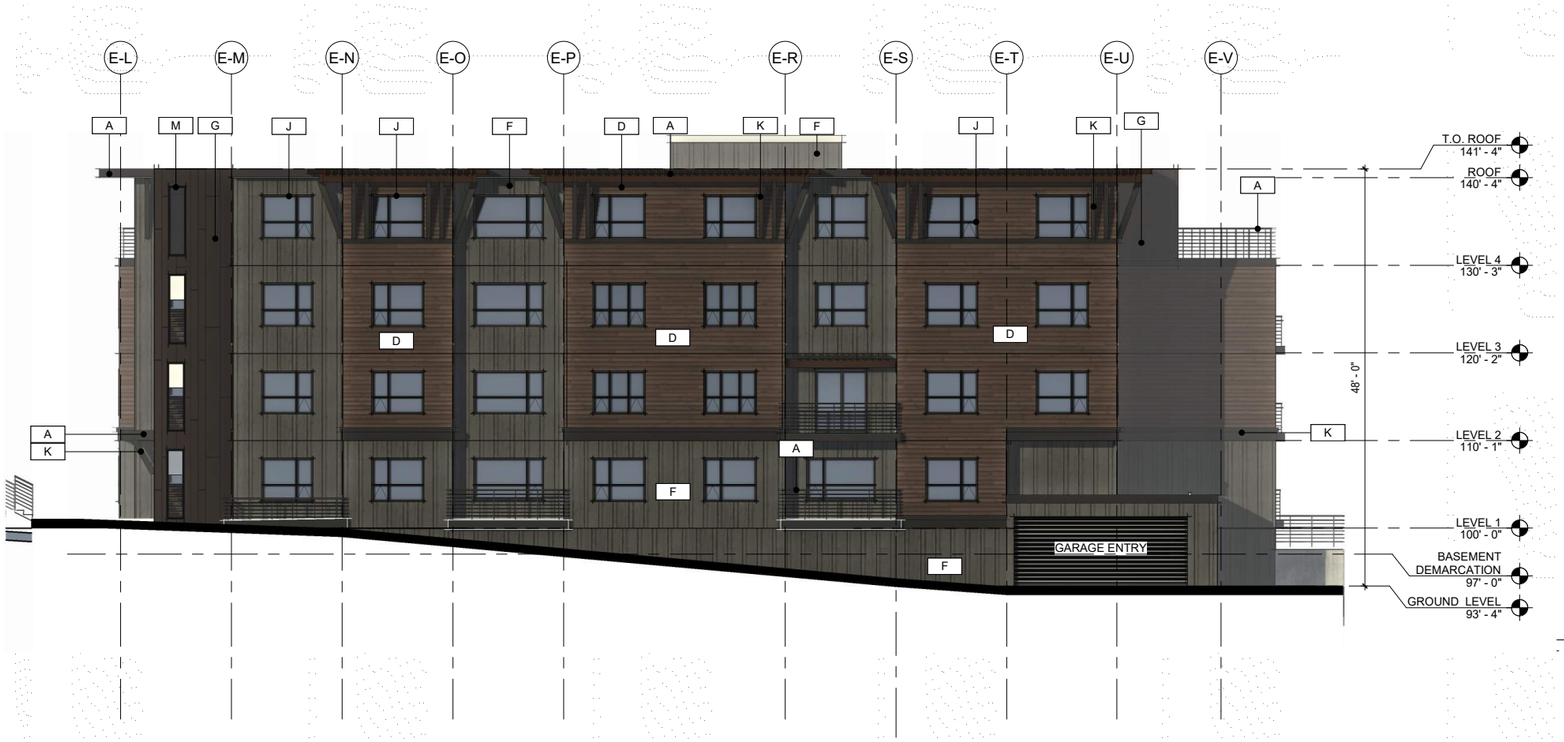


1

EAST BLDG COURTYARD EAST ELEVATION

SCALE: 1/8" = 1'-0"

BUILDING - ELEVATIONS - EAST BUILDING - WEST ELEVATION



C1 EAST BLDG WEST ELEVATION

SCALE: 1" = 10'-0"



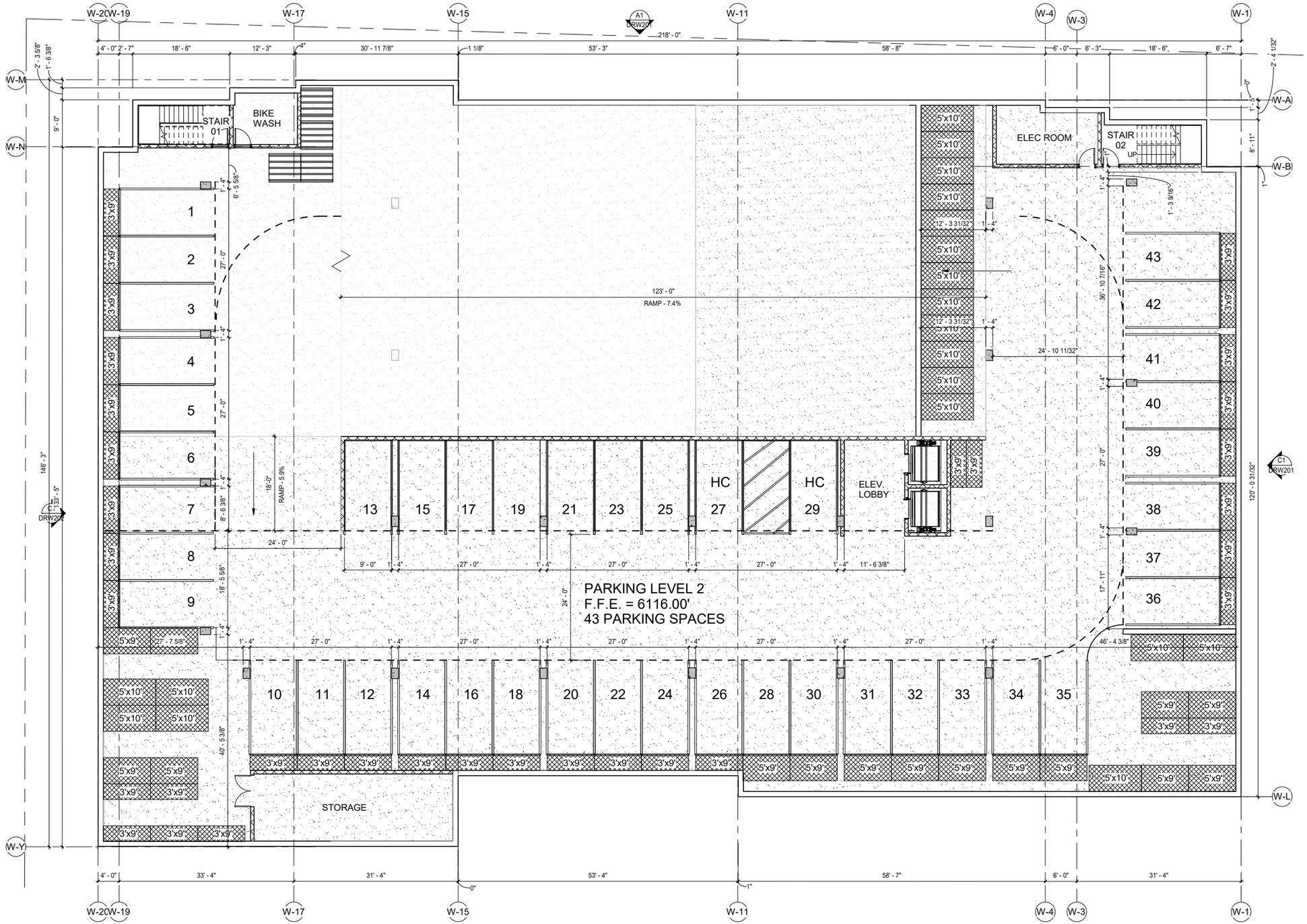
2 EAST BLDG COURTYARD WEST ELEVATION

SCALE: 1/8" = 1'-0"

BUILDING - ELEVATIONS - EAST BUILDING - EAST FRONT RENDERING

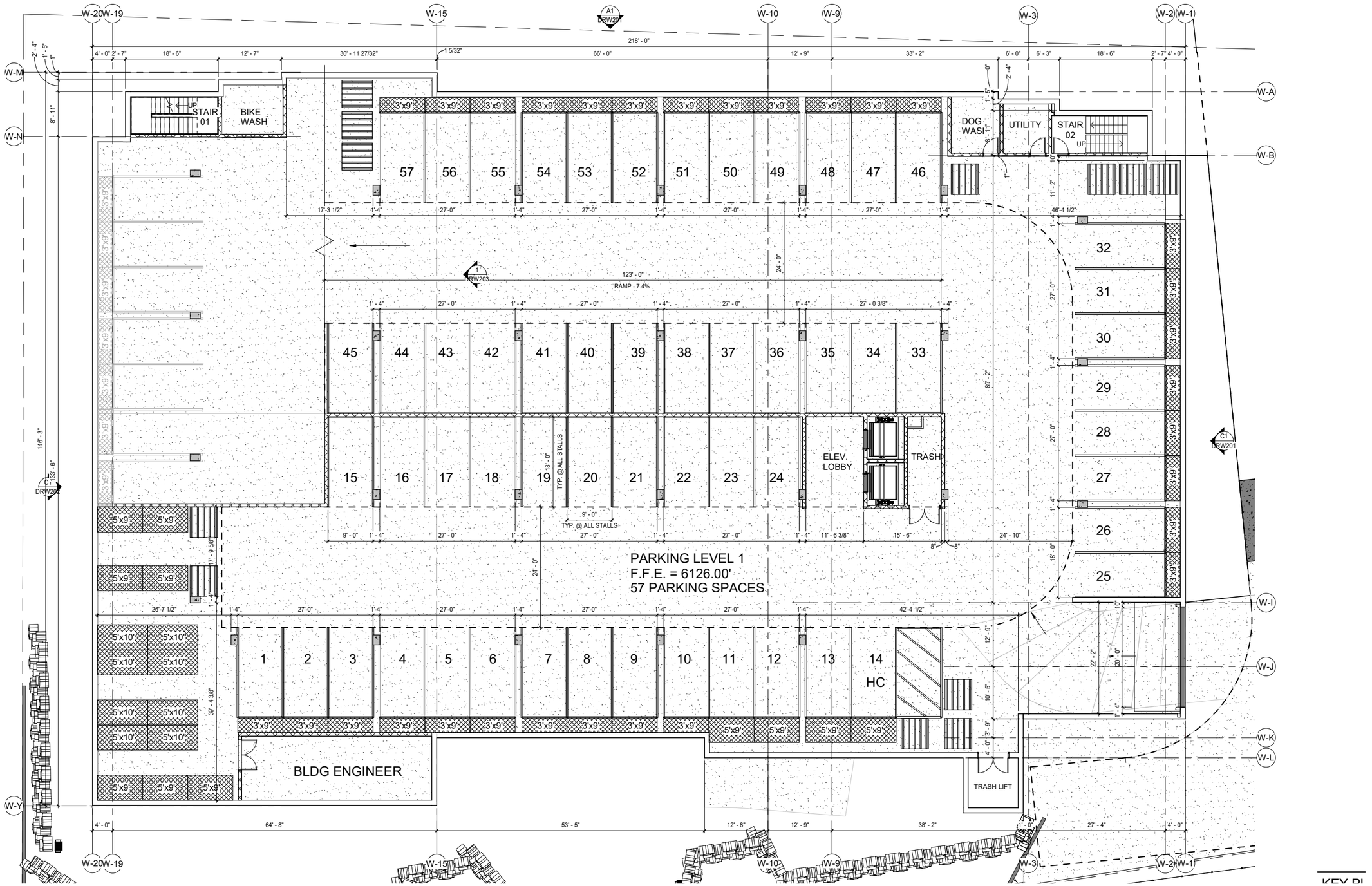


BUILDING - PLANS - WEST GARAGE LEVEL 02



KEY PL

BUILDING - PLANS - WEST GARAGE LEVEL 01



BUILDING - PLANS - WEST LEVEL 01 FLOOR PLAN

- A - Studio Apartment
- B - One-Bedroom Apartment
- C - One-Bedroom Apartment
- F - Two-bedroom Apartment
- G - Three-bedroom Apartment
- Vertical Circulation
- Building Support
- Circulation



KEY PLA

BUILDING - PLANS - WEST LEVEL 02 FLOOR PLAN

- A - Studio Apartment
- B - One-Bedroom Apartment
- C - One-Bedroom Apartment
- F - Two-bedroom Apartment
- G - Three-bedroom Apartment
- Vertical Circulation
- Building Support
- Circulation

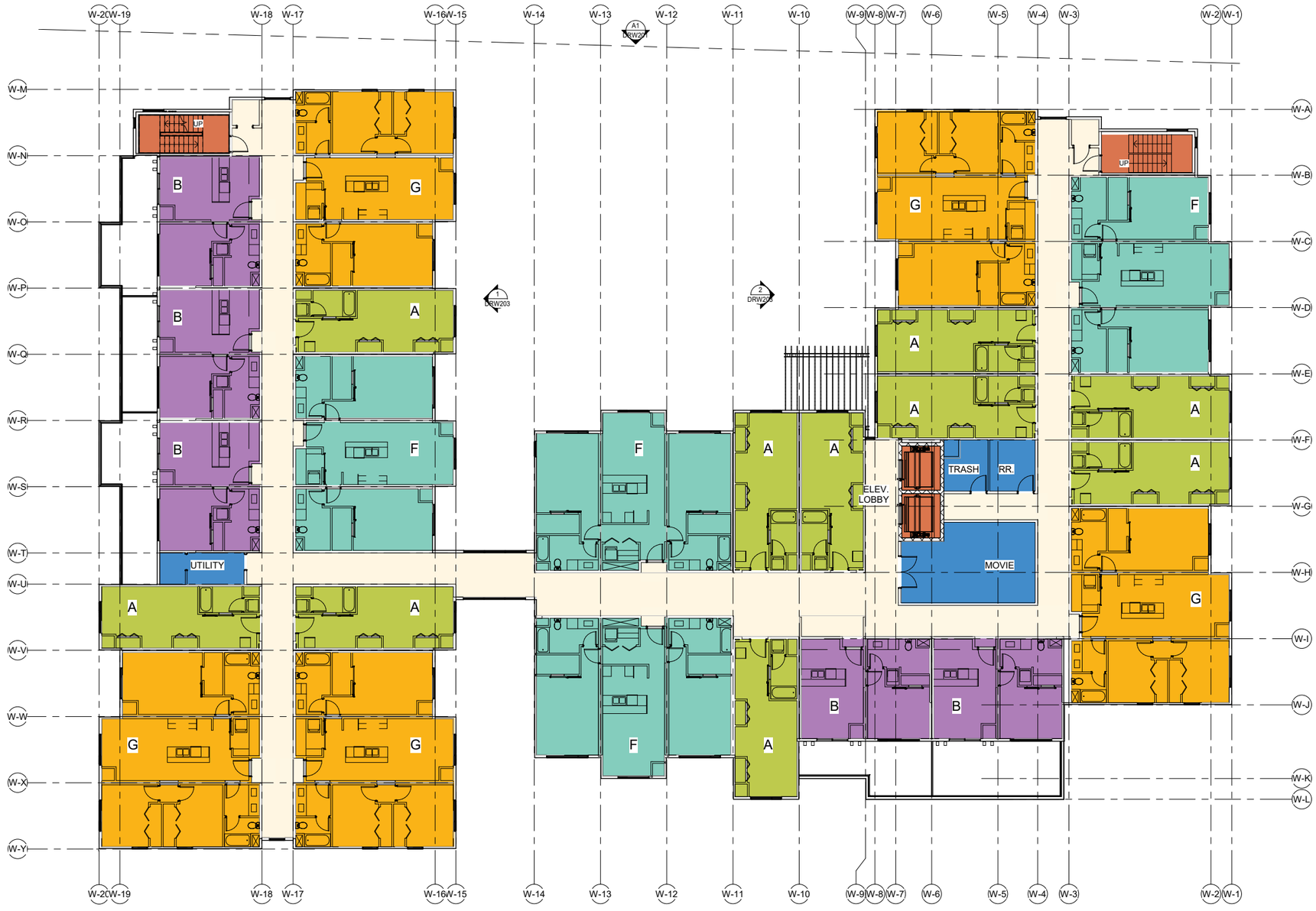


KEY PLA

BUILDING - PLANS - WEST LEVEL 03 FLOOR PLAN

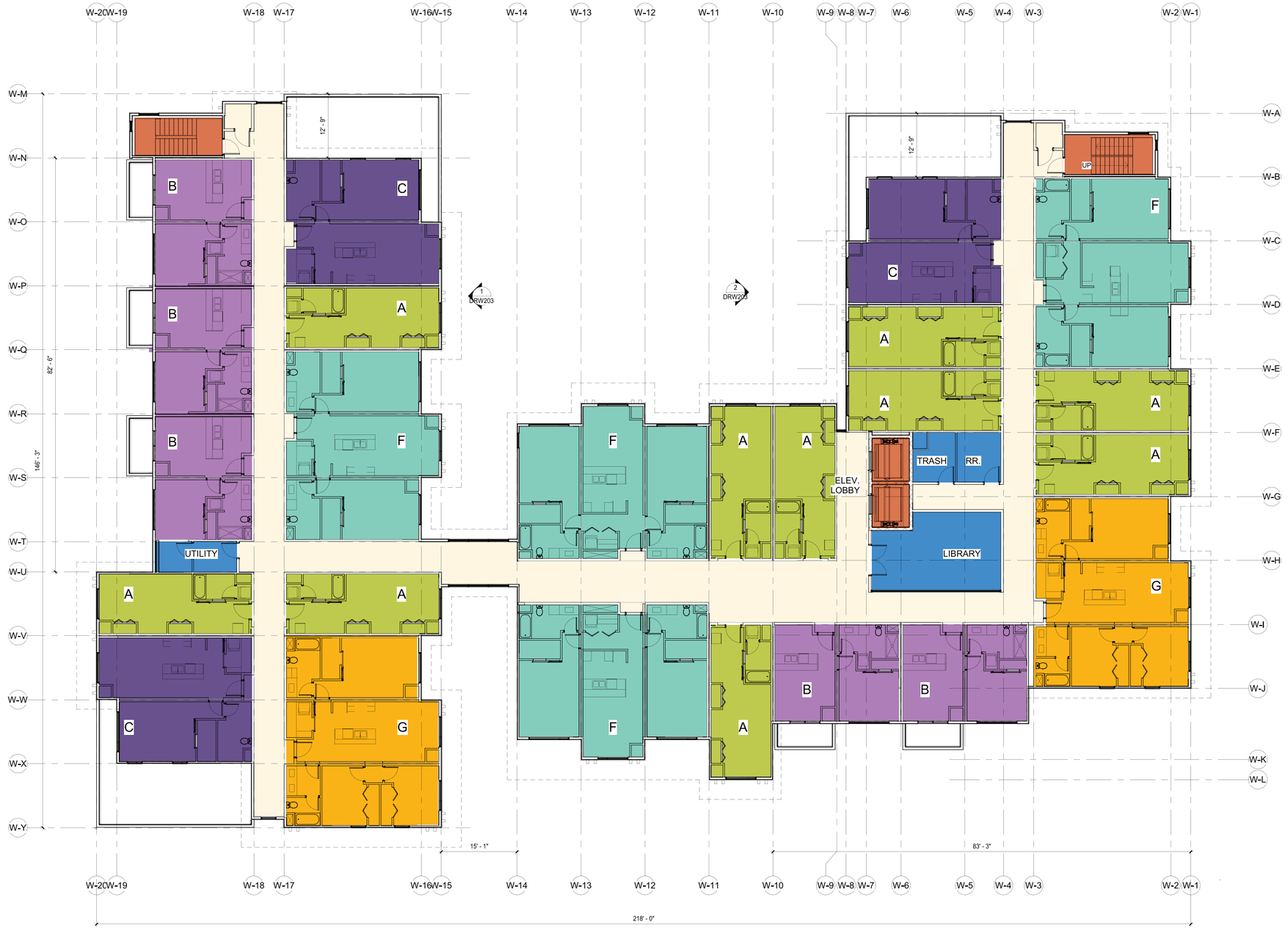
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- A - Studio Apartment
- B - One-Bedroom Apartment
- C - One-Bedroom Apartment
- F - Two-bedroom Apartment
- G - Three-bedroom Apartment
- Vertical Circulation
- Building Support
- Circulation



BUILDING - PLANS - WEST LEVEL 04 FLOOR PLAN

- A - Studio Apartment
- B - One-Bedroom Apartment
- C - One-Bedroom Apartment
- F - Two-bedroom Apartment
- G - Three-bedroom Apartment
- Vertical Circulation
- Building Support
- Circulation



BUILDING - ELEVATIONS - WEST BUILDING - NORTH ELEVATION

EXTERIOR FINISH

CODE	MATERIAL	FINISH	MANUFACTURER
A	METAL	MATT BLACK	TBD
B	FIBER CEMENT	SUMMER WHEAT	WOODTONE
C	FIBER CEMENT	ASPEN RIDGE	WOODTONE
D	FIBER CEMENT	WINCHESTER BROWN	WOODTONE
E	FIBER CEMENT	RIVER ROCK	WOODTONE
F	FIBER CEMENT	COSTAL GRAY	WOODTONE
G	METAL	MIDNIGHT BRONZE	PAC-CLAD
H	BRICK	BLACK ICE	INTERSTATE BRICK
J	VINYL	MATT BLACK	TBD
K	METAL	MATT GREY	TBD
L	CONCRETE	CONCRETE	NA
M	ALUMINUM	MATT BLACK	NA



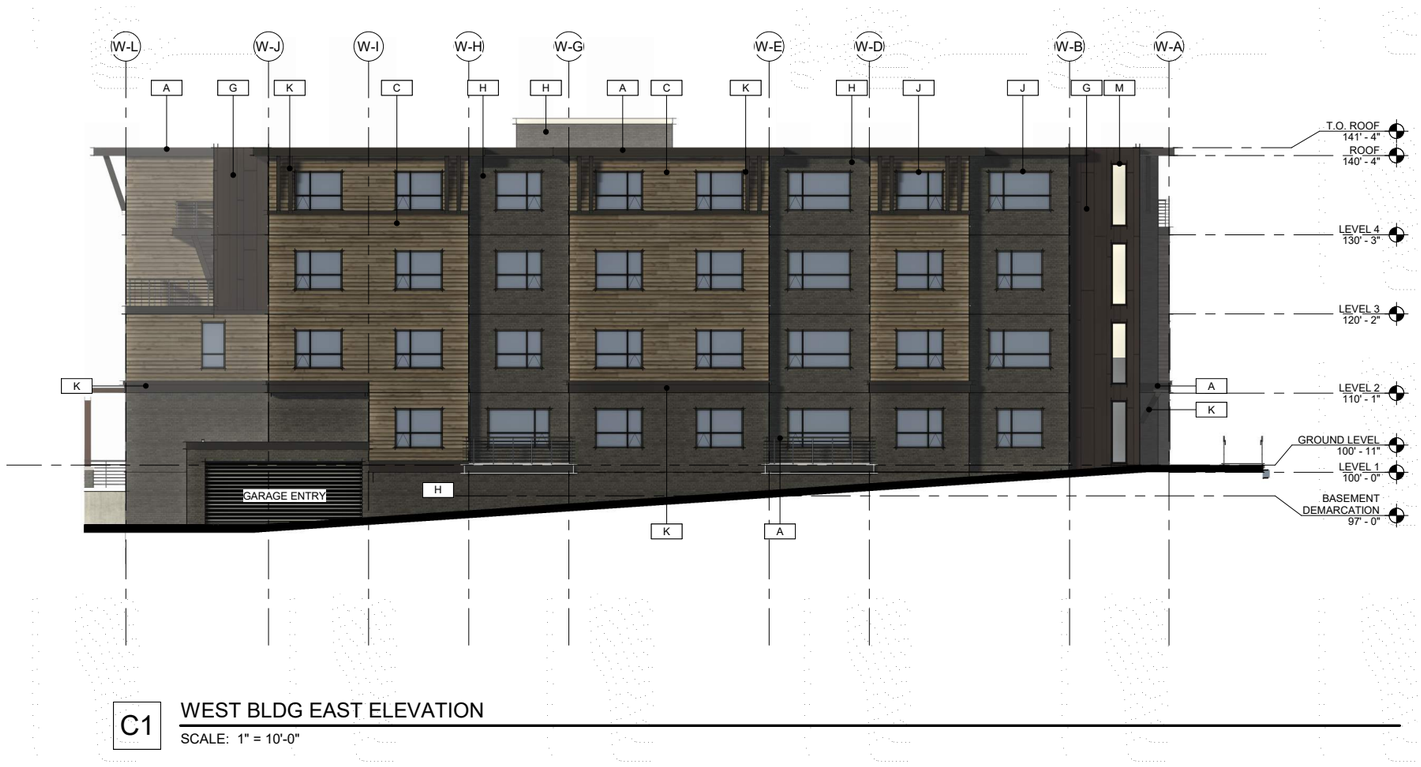
BUILDING - ELEVATIONS - WEST BUILDING - SOUTH ELEVATION

EXTERIOR FINISH

CODE	MATERIAL	FINISH	MANUFACTURER
A	METAL	MATT BLACK	TBD
B	FIBER CEMENT	SUMMER WHEAT	WOODTONE
C	FIBER CEMENT	ASPEN RIDGE	WOODTONE
D	FIBER CEMENT	WINCHESTER BROWN	WOODTONE
E	FIBER CEMENT	RIVER ROCK	WOODTONE
F	FIBER CEMENT	COSTAL GRAY	WOODTONE
G	METAL	MIDNIGHT BRONZE	PAC-CLAD
H	BRICK	BLACK ICE	INTERSTATE BRICK
J	VINYL	MATT BLACK	TBD
K	METAL	MATT GREY	TBD
L	CONCRETE	CONCRETE	NA
M	ALUMINUM	MATT BLACK	NA



BUILDING - ELEVATIONS - WEST BUILDING - EAST ELEVATION



C1 WEST BLDG EAST ELEVATION

SCALE: 1" = 10'-0"

BUILDING - ELEVATIONS - WEST BUILDING - WEST ELEVATION



C1 WEST BLDG WEST ELEVATION

SCALE: 1" = 10'-0"



5 WEST BUILDING WEST PERSPECTIVE

SCALE:

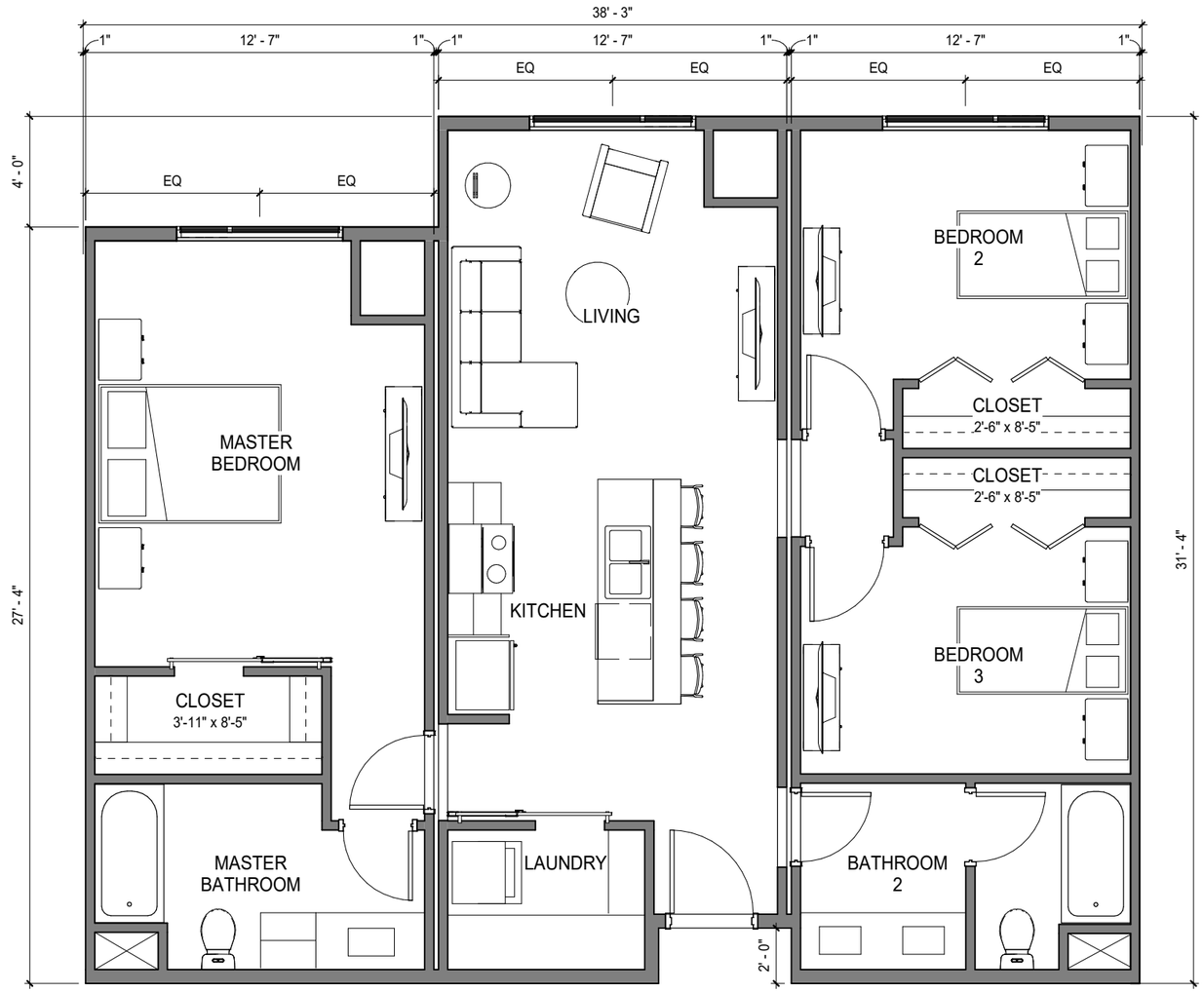


6 WEST BUILDING REAR PERSPECTIVE

SCALE:

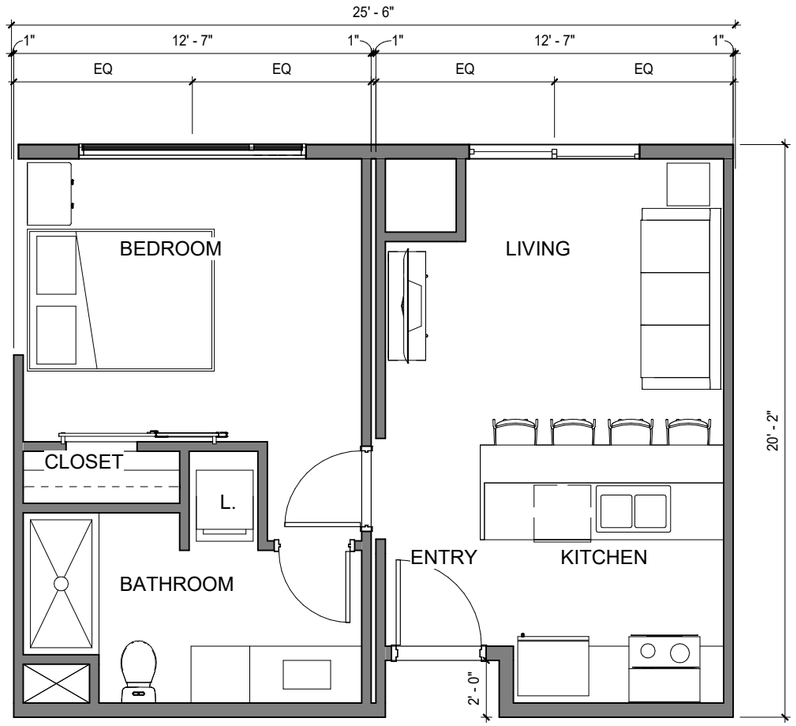
BUILDING - ELEVATIONS - WEST BUILDING - WEST FRONT RENDERING





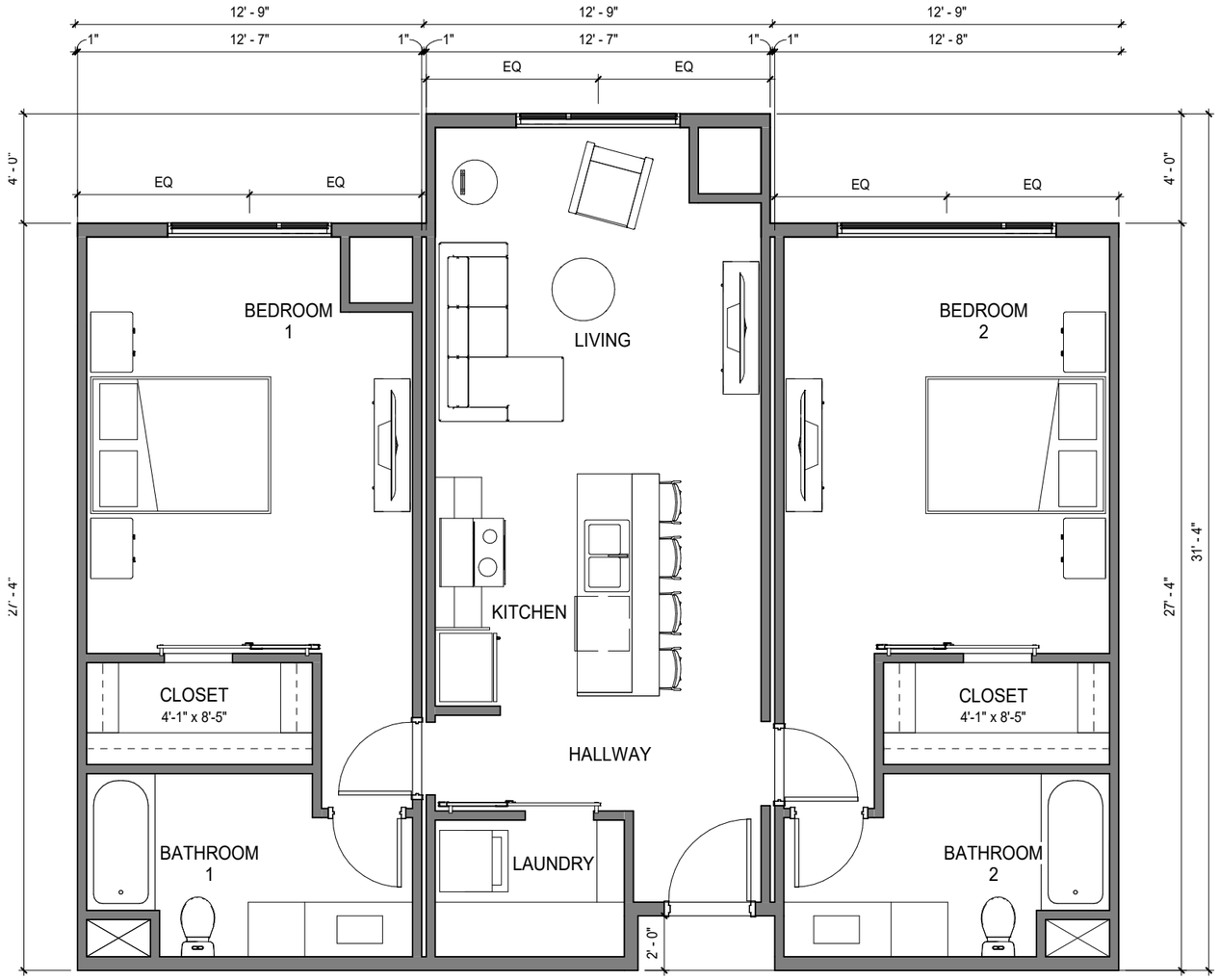
ENLARGED UNIT TYPE "G" FLOOR PLAN

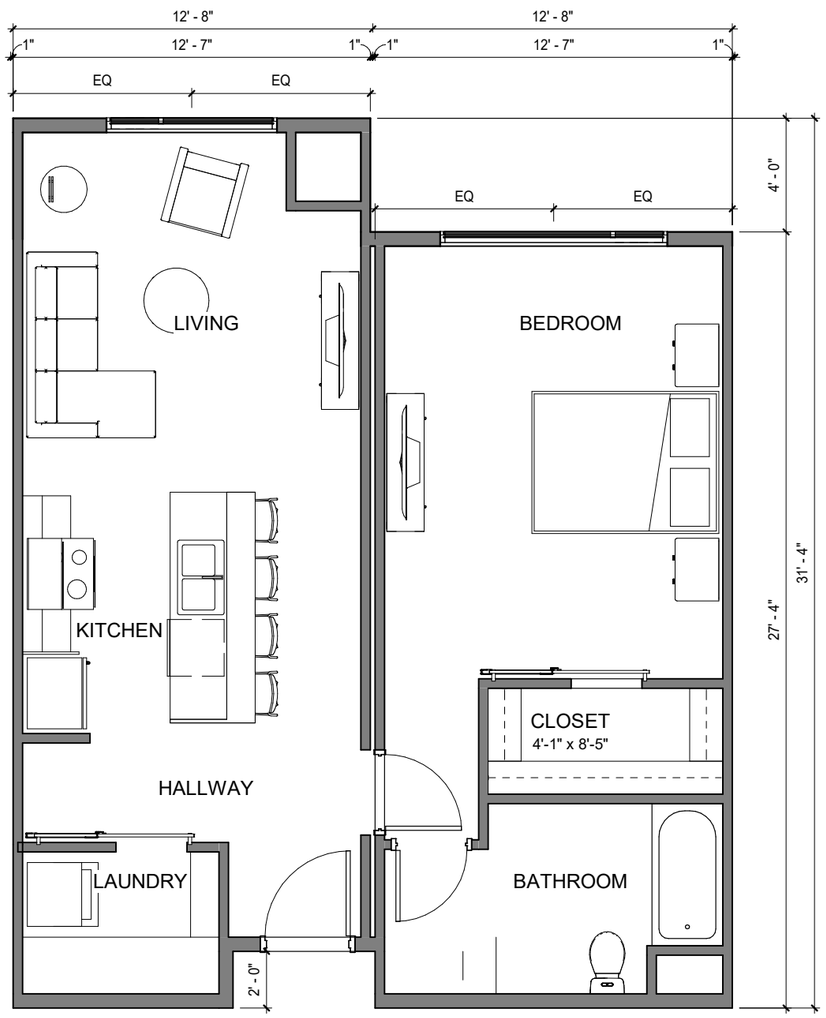
SCALE: 1/4" = 1'-0"



ENLARGED UNIT TYPE "B" FLOOR PLAN

SCALE: 1/4" = 1'-0"



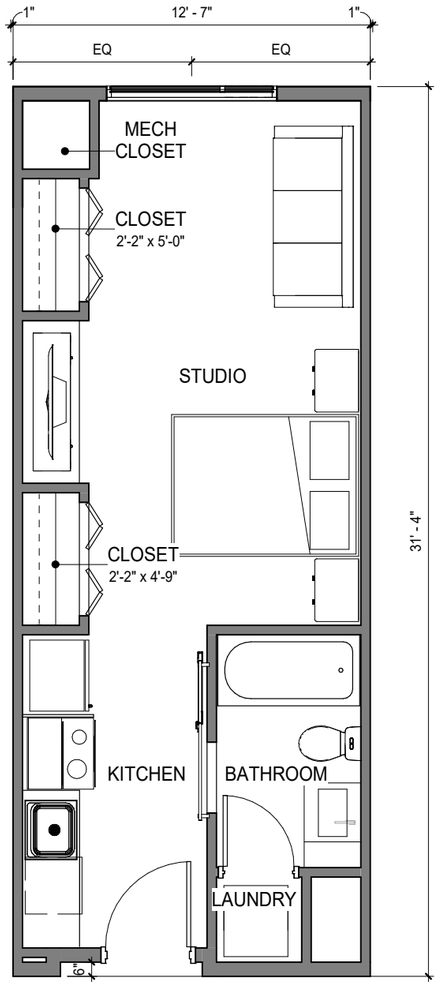


ENLARGED UNIT TYPE "F" FLOOR PLAN

SCALE: 1/4" = 1'-0"

ENLARGED UNIT TYPE "C" FLOOR PLAN

SCALE: 1/4" = 1'-0"



ENLARGED UNIT TYPE "A" FLOOR PLAN

SCALE: 1/4" = 1'-0"

BUILDING - PLANS - SITE ADJACENCIES



BUILDING - RENDERINGS - EAST BUILDING COURTYARD VIEW



BUILDING - RENDERINGS - EAST TO WEST VIEW



PLANS - RENDERINGS - WEST TO EAST VIEW



PLANS - RENDERINGS - NORTH PARK TRANSPORTATION PARKING LOT VIEW LOOKING NORTH



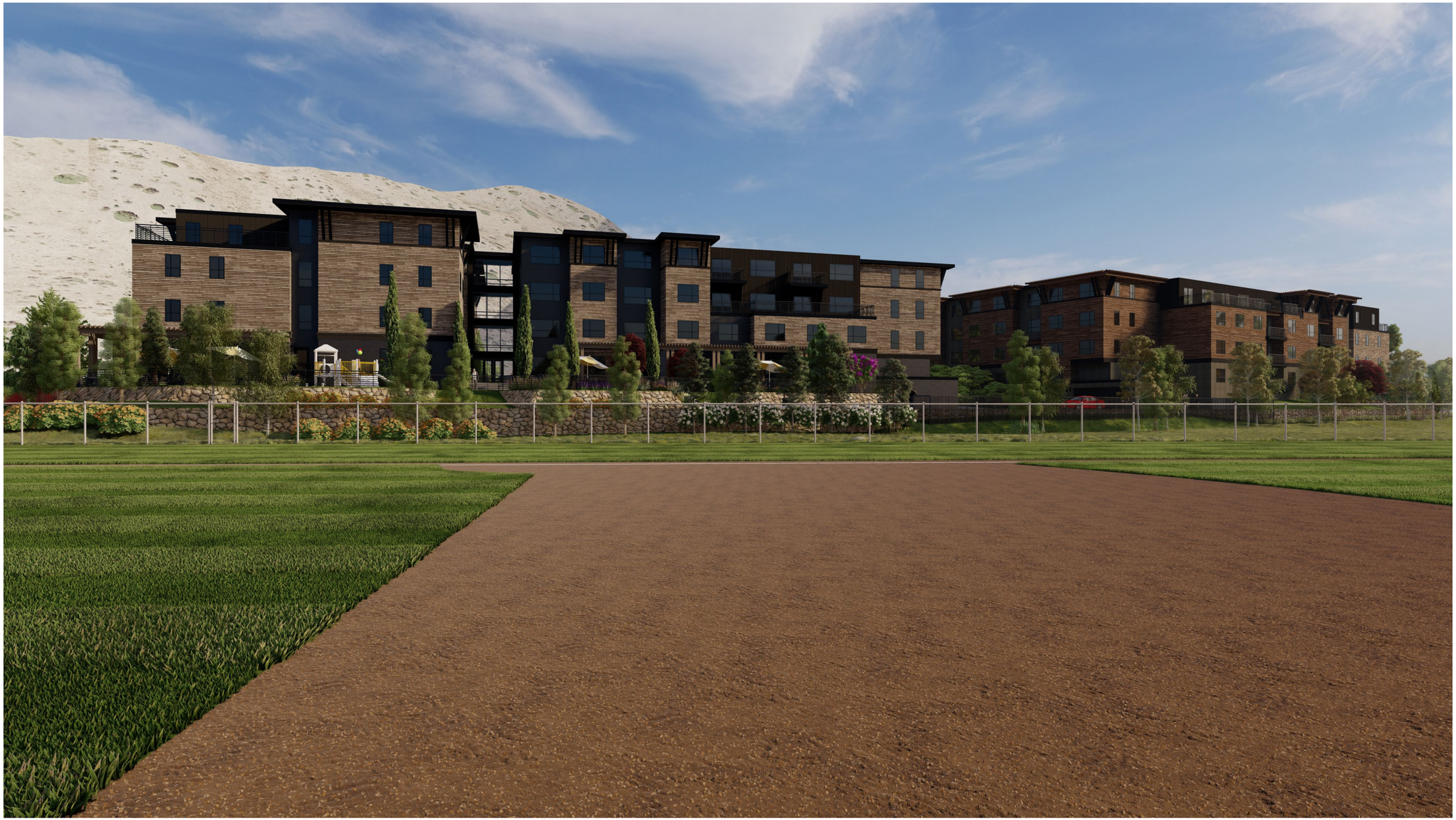
PLANS - RENDERINGS - HILLSIDE VIEW LOOKING SOUTH



PLANS - RENDERINGS - HILLSIDE VIEW LOOKING SOUTH



PLANS - RENDERINGS – BASEBALL FIELD VIEW WEST



PLANS - RENDERINGS – PARKING LOT BETWEEN THE FOOTBALL STADIUM AND SOFTBALL FIELD VIEW



PLANS - RENDERINGS – REAR VIEW EAST



BUILDING - ELEVATIONS - WEST BUILDING - WEST FRONT RENDERING



PLANS - RENDERINGS – WEST BUILDING MAIN ENTRANCE



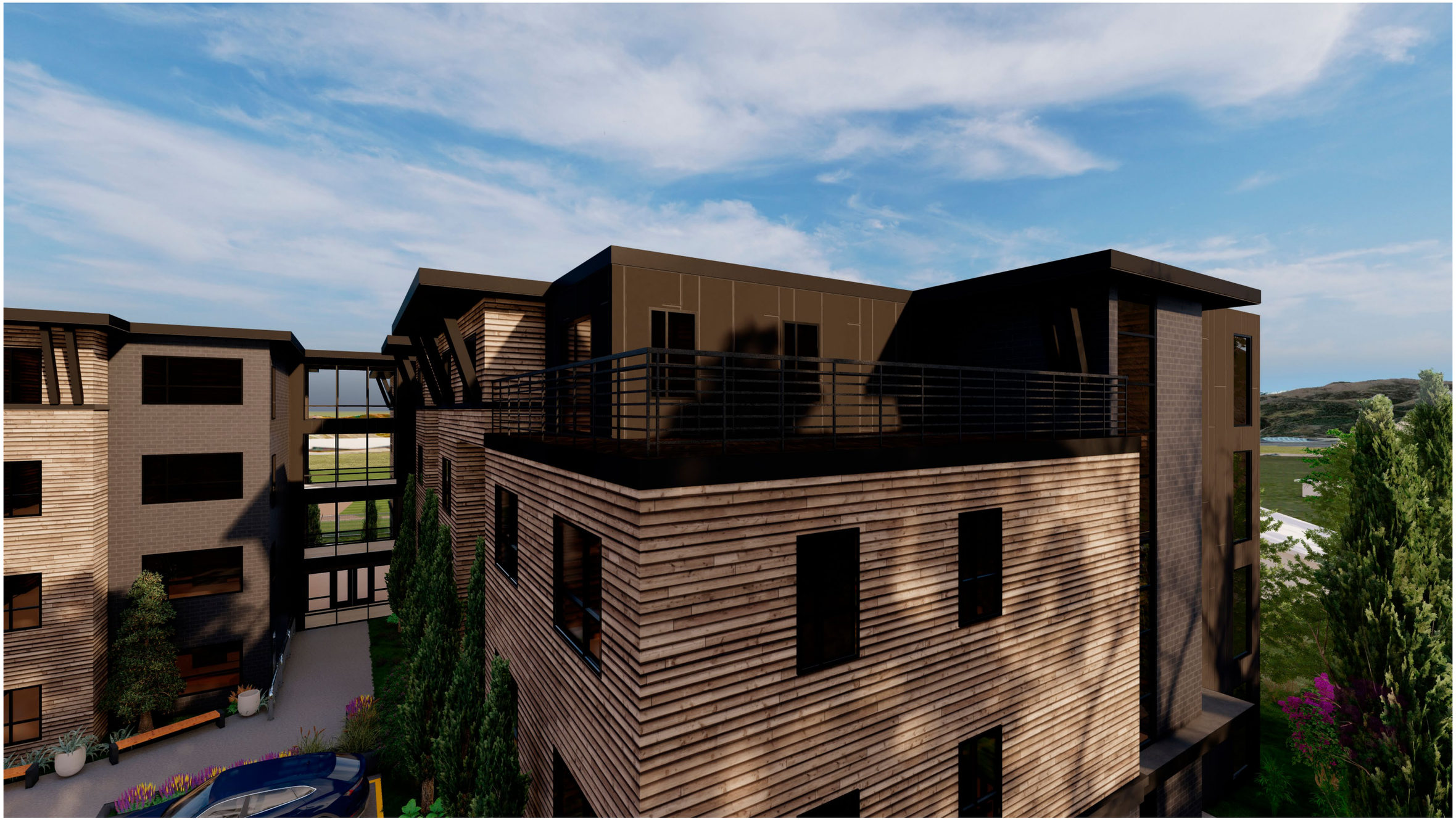
PLANS - RENDERINGS – WEST BUILDING MAIN ENTRANCE 2



PLANS - RENDERINGS – WEST BUILDING SIDE PEDESTRIAN ENTRY



PLANS - RENDERINGS – WEST BUILDING EXTERIOR DETAILS



BUILDING - BUILDING HEIGHT

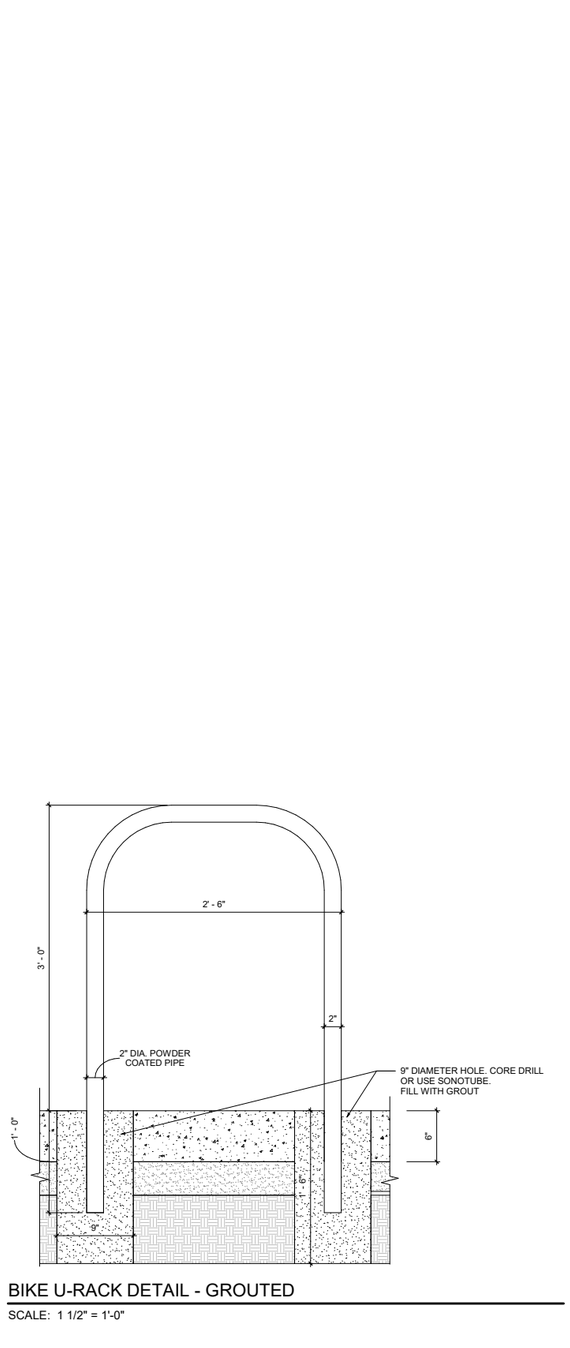


A1

BUILDING HEIGHT - SECTION AT DRIVEWAY

SCALE: 1/8" = 1'-0"

BUILDING - BIKE PARKING DETAILS



A1 BIKE U-RACK DETAIL - GROUTED

SCALE: 1 1/2" = 1'-0"

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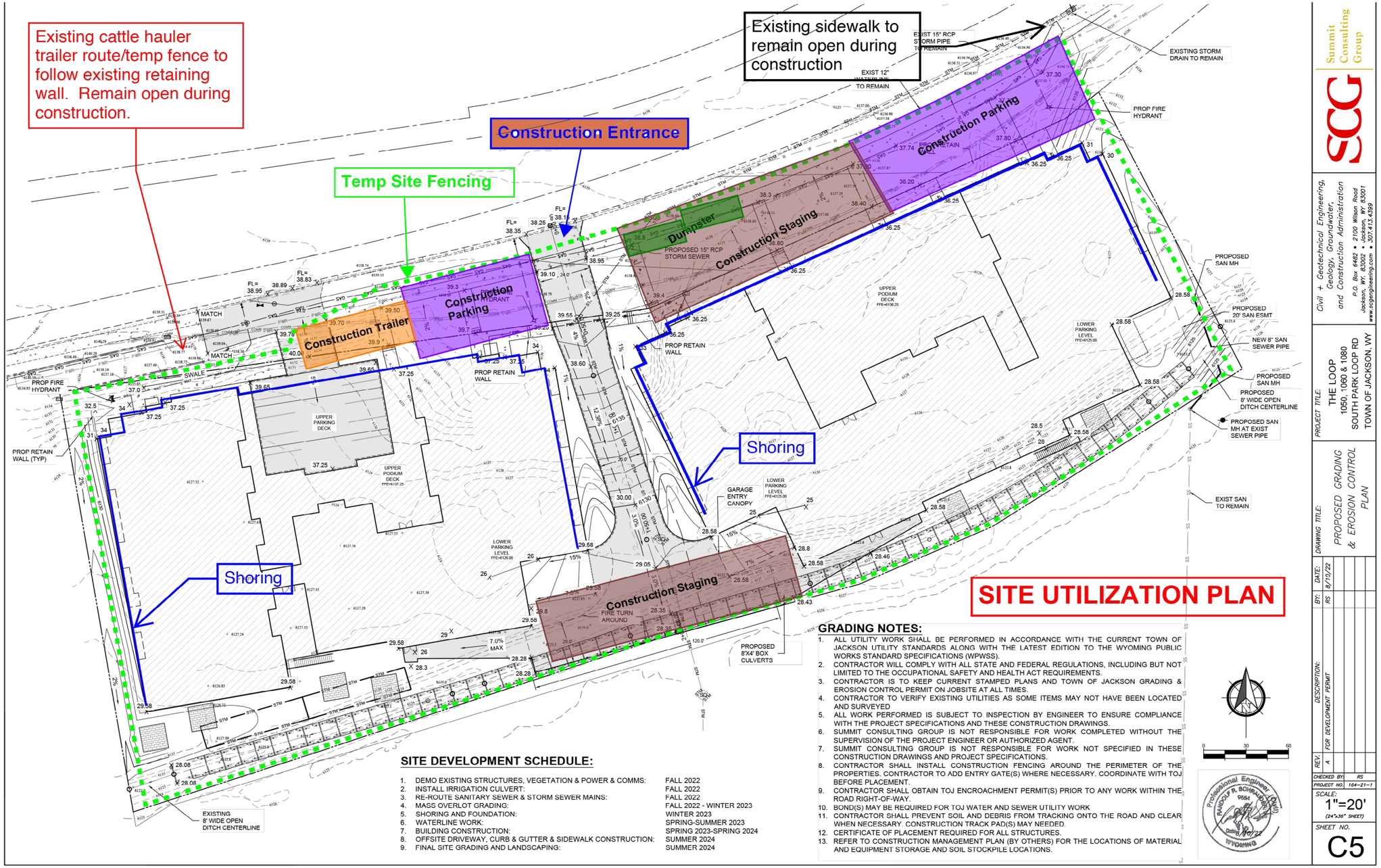
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84049
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THE LOOP - APARTMENTS
1050, 1060 & 1080 S. PARK LOOP RD,
JACKSON, WYOMING

△ DATE REVISION

PROJECT NUMBER 22078

DETAILS



SITE DEVELOPMENT SCHEDULE:

1.	DEMO EXISTING STRUCTURES, VEGETATION & POWER & COMMS:	FALL 2022
2.	INSTALL IRRIGATION CULVERT:	FALL 2022
3.	RE-ROUTE SANITARY SEWER & STORM SEWER MAINS:	FALL 2022
4.	MASS OVERLOT GRADING:	FALL 2022 - WINTER 2023
5.	SHORING AND FOUNDATION:	WINTER 2023
6.	WATERLINE WORK:	SPRING-SUMMER 2023
7.	BUILDING CONSTRUCTION:	SPRING 2023-SPRING 2024
8.	OFFSITE DRIVEWAY, CURB & GUTTER & SIDEWALK CONSTRUCTION:	SUMMER 2024
9.	FINAL SITE GRADING AND LANDSCAPING:	SUMMER 2024

GRADING NOTES:

1. ALL UTILITY WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT TOWN OF JACKSON UTILITY STANDARDS ALONG WITH THE LATEST EDITION TO THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS (WPWSS).
2. CONTRACTOR WILL COMPLY WITH ALL STATE AND FEDERAL REGULATIONS, INCLUDING BUT NOT LIMITED TO THE OCCUPATIONAL SAFETY AND HEALTH ACT REQUIREMENTS.
3. CONTRACTOR IS TO KEEP CURRENT STAMPED PLANS AND TOWN OF JACKSON GRADING & EROSION CONTROL PERMIT ON JOBSITE AT ALL TIMES.
4. CONTRACTOR TO VERIFY EXISTING UTILITIES AS SOME ITEMS MAY NOT HAVE BEEN LOCATED AND SURVEYED
5. ALL WORK PERFORMED IS SUBJECT TO INSPECTION BY ENGINEER TO ENSURE COMPLIANCE WITH THE PROJECT SPECIFICATIONS AND THESE CONSTRUCTION DRAWINGS.
6. SUMMIT CONSULTING GROUP IS NOT RESPONSIBLE FOR WORK COMPLETED WITHOUT THE SUPERVISION OF THE PROJECT ENGINEER OR AUTHORIZED AGENT.
7. SUMMIT CONSULTING GROUP IS NOT RESPONSIBLE FOR WORK NOT SPECIFIED IN THESE CONSTRUCTION DRAWINGS AND PROJECT SPECIFICATIONS.
8. CONTRACTOR SHALL INSTALL CONSTRUCTION FENCING AROUND THE PERIMETER OF THE PROPERTIES. CONTRACTOR TO ADD ENTRY GATE(S) WHERE NECESSARY. COORDINATE WITH TOJ BEFORE PLACEMENT.
9. CONTRACTOR SHALL OBTAIN TOJ ENCROACHMENT PERMIT(S) PRIOR TO ANY WORK WITHIN THE ROAD RIGHT-OF-WAY.
10. BOND(S) MAY BE REQUIRED FOR TOJ WATER AND SEWER UTILITY WORK
11. CONTRACTOR SHALL PREVENT SOIL AND DEBRIS FROM TRACKING ONTO THE ROAD AND CLEAR WHEN NECESSARY. CONSTRUCTION TRACK PAD(S) MAY NEEDED.
12. CERTIFICATE OF PLACEMENT REQUIRED FOR ALL STRUCTURES.
13. REFER TO CONSTRUCTION MANAGEMENT PLAN (BY OTHERS) FOR THE LOCATIONS OF MATERIAL AND EQUIPMENT STORAGE AND SOIL STOCKPILE LOCATIONS.

Summit Consulting Group
SCG
Civil + Geotechnical Engineering, Geology, Groundwater, and Construction Administration
P.O. Box 6482 • 2100 Wilson Road
Jackson, WY, 83002 • Jackson, WY 83001
www.scgengineering.com • 307.413.4389

PROJECT TITLE:
THE LOOP
1060, 1080 & 1080
SOUTH PARK LOOP RD
TOWN OF JACKSON, WY

DRAWING TITLE:
PROPOSED GRADING & EROSION CONTROL PLAN

REV.	DESCRIPTION:	BY:	DATE:
A	FOR DEVELOPMENT PERMIT	RS	8/10/22

CHECKED BY: RS
PROJECT NO. 164-21-1
SCALE: 1"=20' (24"x36" SHEET)
SHEET NO. C5

THE FOLLOWING TRAFFIC IMPACT STUDY IS AN EXECUTIVE SUMMARY ONLY

SEE APPENDIX FOR THE FULL REPORT

HALES ENGINEERING
innovative transportation solutions

The Loop

Traffic Impact Study



Jackson, Wyoming

April 26, 2022

UT21-2075



1220 North 500 West, Ste. 202 Lehi, UT 84043 p 801.766.4343
www.halesengineering.com

EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed The Loop development located in Jackson, Wyoming. The Loop development is located on the south side of Park Loop Road, just west of the Gregory Lane / Park Loop Road intersection.

The purpose of this traffic impact study is to analyze traffic operations at key intersections for Existing (2022) background and Future (2023) conditions, with and without the proposed project, and to recommend mitigation measures as needed. The morning and evening peak hour level of service (LOS) results are shown in Table ES-1. Recommended storage lengths are shown in Table ES-2.

Table ES-1: Peak Hour Level of Service Results

	Intersection	Level of Service					
		Existing (2022)		Future (2023)			
		Background		Background		Plus Project	
		AM	PM	AM	PM	AM	PM
1	South Park Loop Road / U.S. 89	B	B	B	B	B	B
2	Gregory Lane / South Park Loop Road	b	b	c	b	c	c
3	Access 1 / South Park Loop Road	-	-	-	-	a	a
4	Access 2 / South Park Loop Road	-	-	-	-	a	a
5	Access 3 / South Park Loop Road	-	-	-	-	a	a

1. Intersection LOS values represent the overall intersection average for roundabout, signalized, and all-way stop-controlled (AWSC) intersections (uppercase letter) and the worst movement for all other unsignalized intersections (lowercase letter)
2. BG = Background (without project traffic), PP = Plus Project (with project traffic)

Source: Hales Engineering, April 2022

Table ES-2: Recommended Storage Length

	Intersection	Recommended Storage Lengths (feet)															
		Northbound				Southbound				Eastbound				Westbound			
		LT		RT		LT		RT		LT		RT		LT		RT	
		E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P
1	South Park Loop Road / U.S. 89	100	-	-	-	165	200	150	200	150	275	-	-		-	-	-
2	Gregory Lane / South Park Loop Road	-	-	-	-	-	-	-	-	-	-	-	-	75	100	-	-

1. Storage lengths are based on 2023 95th percentile queue lengths and do not include required deceleration / taper distances
2. E = Existing storage length (approximate), if applicable; P = proposed storage length for new turn lanes or changes to existing turn lanes, if applicable

Source: Hales Engineering, April 2022

SUMMARY OF KEY FINDINGS & RECOMMENDATIONS

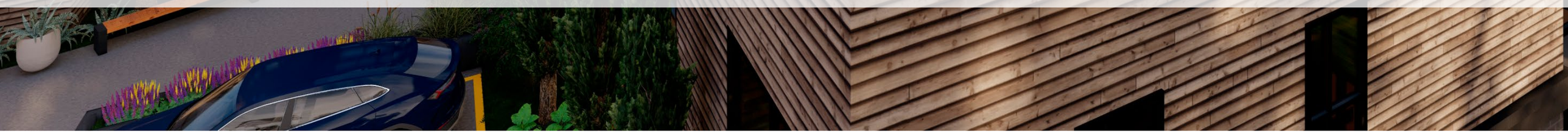
Project Conditions

- The development will consist of 206 residential apartment units.
- The project is anticipated to generate approximately 936 weekday daily trips, including 80 trips in the morning peak hour, and 82 trips in the evening peak hour.

2022	Background
Findings	• Acceptable LOS at all study intersections

2023 (Opening Day)	Background	Plus Project
Findings	• Acceptable LOS at all study intersections	• Acceptable LOS at all study intersections • The City could consider adding a westbound left-turn lane to turn into the middle project access if South Park Loop Road is widened at a future date. However, this turn lane was not assumed for the analysis, and the LOS at each intersection was acceptable as-is.

SECTION FOUR
APPENDICES



HOUSING MITIGATION AND CALCULATIONS

Housing Mitigation Plan

This development plan submittal has included overall unit mix plans, unit mix square footage calculations, and the housing mitigation calculator showing the breakdown and allocation of the market rate, market rate bonus, deed restricted workforce housing, and affordable workforce housing units required for the project. This new housing development will also provide future employee housing for another new development being designed and proposed in the Town of Jackson.

	CR-3	PROPOSED	COMPLIES?
FAR	0.4 (36,416 SF) (2:1 WORKFORCE HOUSING BONUS ALLOWED)	2:1 WORKFORCE HOUSING BONUS USED TOTAL FAR USED - 35,870 SF BONUS MARKET HOUSING - 48,563 SF WFH DEED RESTRICTED - 24,585 SF 4TH FLOOR EXEMPTION - 33,879 SF TOTAL HABITABLE - 165,680 SF	YES
LSR	10% SITE AREA (9,060 SF)	24% SITE AREA (22,177 SF)	YES
PLANT UNITS	1/1,000 SF OF LANDSCAPE AREA & 1/12 PARKING SPACES	REQUIRED PLANT UNITS - 24 ALTERNATE 'A' PROVIDED - 27 3" Caliper Canopy Trees: 31/1 = 31 6'-8' Large Shrubs: 162/6 = 27 #5 Container Shrubs: 146/4 = 36.5	YES
MINIMUM LOT SIZE	N/A FOR APARTMENTS	N/A FOR APARTMENTS	YES
HEIGHT	48' W/ 4TH FLOOR INCENTIVE	48'	YES
PARKING	1/DU IF < 2 BEDROOMS AND < 500 SF; OTHERWISE, 1.5/DU	REQUIRED - 261 PARKING STALLS PROVIDED - 267 PARKING STALLS 258 COVERED PARKING STALLS & 9 SURFACE PARKING STALLS PROVIDED	YES
PRIMARY STREET SETBACK (NORTH)	10'-65' FROM PROPERTY LINE	10' FROM PROPERTY LINE	YES
SIDE INTERIOR SETBACK (EAST & WEST)	5'	10'	YES
REAR SETBACK (SOUTH)	10'	20'-40'	YES
STREET FAÇADE WIDTH	50% PRIMARY STREET	100% AT PRIMARY STREET	YES
3RD STORY STEPBACK	10' W/ 60% ENCROACHMENT ALLOWED	10' W/ 40% ENCROACHMENT AT EAST AND WEST PROPERTY LINES	YES
PEDESTRIAN FRONTAGE	TREES IN GRATES & TREES IN LAWN	TREES IN LAWN (SOUTH PARK LOOP ROAD)	YES
RESIDENTIAL MINIMUM STORY HEIGHT	GROUND STORY - 9' MIN UPPER STORY HEIGHT - 9' MIN GROUND FLOOR ELEVATION - 0'-5'	GROUND STORY - 10' UPPER STORY - 10' GROUND FLOOR ELEVATION - 0'	YES
RESIDENTIAL TRANSPARENCY	GROUND STORY PRIMARY - 20% GROUND STORY SECONDARY - 20% UPPER STORY PRIMARY & SECONDARY - 20%	GROUND STORY - 28% GROUND STORY SECONDARY - N/A UPPER STORY PRIMARY & SECONDARY - 21%	YES
RESIDENTIAL BLANK WALL AREA	BLANK WALL AREA PRIMARY STREET - 35' MAX BLANK WALL SECONDARY STREET - 50' MAX	BLANK WALL AREA PRIMARY STREET - 22' MAX AT BOTH BUILDINGS BLANK WALL SECONDARY STREET - N/A	YES
RESIDENTIAL PEDESTRIAN ACCESS	ENTRANCE FACING PRIMARY STREET REQUIRED FOR EACH GROUND FLOOR UNIT	ENTRANCES TO BOTH EAST AND WEST BUILDINGS FACE TOWARDS THE PRIMARY STREET	YES

HOUSING MITIGATION AND CALCULATIONS

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
Detached Single-Family Unit (Unrestri	0.000017*sf+(Exp(-15.49+1.59*Ln(sf)))/2.176		2557	1	0.066
Detached Single-Family Unit (Unrestri	0.000017*sf+(Exp(-15.49+1.59*Ln(sf)))/2.176		968	1	0.021
Detached Single-Family Unit (Unrestri	0.000017*sf+(Exp(-15.49+1.59*Ln(sf)))/2.176		941	1	0.021
Detached Single-Family Unit (Unrestri	0.000017*sf+(Exp(-15.49+1.59*Ln(sf)))/2.176		1022	1	0.023
				Existing Workforce Housing Credit	0.131

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**
Apartment (Unrestricted)	0.000017*sf+(Exp(-14.17+1.59*Ln(sf)))/2.176	1	398	17	**0.190**
Apartment (Unrestricted)	0.000017*sf+(Exp(-14.17+1.59*Ln(sf)))/2.176	1	499	12	**0.178**
Apartment (Unrestricted)	0.000017*sf+(Exp(-14.17+1.59*Ln(sf)))/2.176	1	731	5	**0.120**
Apartment (Unrestricted)	0.000017*sf+(Exp(-14.17+1.59*Ln(sf)))/2.176	2	1087	7	**0.282**
Apartment (Unrestricted)	0.000017*sf+(Exp(-14.17+1.59*Ln(sf)))/2.176	3	1138	3	**0.128**
Workorce Housing Bonus Unit	exempt	1	398	31	**0.000**
Workorce Housing Bonus Unit	exempt	1	499	6	**0.000**
Workorce Housing Bonus Unit	exempt	1	731	2	**0.000**
Workorce Housing Bonus Unit	exempt	3	1138	13	**0.000**
Workorce Housing Bonus Unit	exempt	2	1087	12	**0.000**
Workforce Housing Unit	exempt	1	398	57	**0.000**
Workforce Housing Unit	exempt	3	1138	12	**0.000**
Workforce Housing Unit	exempt	2	1087	20	**0.000**

Affordable Workforce Housing Required: 0.767 units

Fee-in-Lieu Amount: $ 208,492.02

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 Mitgation 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.

LOOP - HOUSING UNIT MIX

STORY	ZONE	HABITABLE AREA	UNIT MIX
WEST BUILDING PARKING LEVELS			
EXEMPT	BOH	51,254	BASEMENT EXEMPTION
	TOTAL	51,254	
EAST BUILDING PARKING LEVELS			
EXEMPT	BOH	57,445	BASEMENT EXEMPTION
	TOTAL	57,445	
WEST BUILDING FIRST FLOOR PLAN			
	APT (BONUS)	9,794	(6) 'A' UNITS, (1) 'C' UNIT, (3) 'G' UNITS, (3) 'F' UNITS
EXEMPT	APT (WFH)	6,787	(6) 'A' UNITS, (1) 'G' UNITS, (3) 'F' UNITS
EXEMPT	CIRC (WFH)	3,785	
EXEMPT	AMENITIES (WFH)	600	
	TOTAL	20,966	
EAST BUILDING FIRST FLOOR PLAN			
	APT (BONUS)	9,850	(9) 'A' UNITS, (1) 'C' UNIT, (2) 'G' UNITS, (3) 'F' UNITS
EXEMPT	APT (WFH)	6,496	(8) TYPE 'A' UNITS, (1) 'G' UNIT, (2) 'F' UNITS
EXEMPT	CIRC (WFH)	3,352	
EXEMPT	AMENITIES (WFH)	600	
	TOTAL	20,298	
WEST BUILDING SECOND FLOOR PLAN -4TH FLOOR EXEMPT REQ.			
EXEMPT	APT (WFH)	16,299	(13) 'A' UNITS, (5) 'G' UNITS, (6) 'F' UNITS
EXEMPT	CIRC (WFH)	3,886	NO STAIRS & ELEV
EXEMPT	AMENITIES (WFH)	600	
EXEMPT	TOTAL	20,785	
EAST BUILDING SECOND FLOOR PLAN - 4TH FLOOR EXEMPT REQ.			
EXEMPT	APT (WFH)	16,753	(17) 'A' UNITS, (4) 'G' UNITS, (5) 'F' UNITS
EXEMPT	CIRC (WFH)	2,622	
EXEMPT	BOH (WFH)	600	
EXEMPT	TOTAL	19,975	
WEST BUILDING THIRD FLOOR PLAN			
	APT (BONUS)	10,712	(5) 'A' UNITS, (4) 'B' UNITS, (4) 'G' UNITS, (2) 'F' UNITS
EXEMPT	APT (WFH)	5,801	(5) 'A' UNITS, (1) 'B' UNIT, (1) 'G' UNITS, (2) 'F' UNITS
EXEMPT	CIRC (WFH)	2,766	
EXEMPT	AMENITIES (WFH)	600	
	TOTAL	19,879	
EAST BUILDING THIRD FLOOR PLAN			
	APT (BONUS)	11,754	(9) 'A' UNITS, (3) 'B' UNITS(3) 'G' UNITS, (3) 'F' UNITS.
EXEMPT	APT (WFH)	4,562	(6) TYPE 'A' UNITS, (2) 'F' UNITS
EXEMPT	CIRC (WFH)	2,669	
EXEMPT	BOH (WFH)	600	
	TOTAL	19,585	
WEST BUILDING FOURTH FLOOR PLAN			
	APT (FAR)	13,067	(10) 'A' UNITS, (5) 'B' UNITS, (3) 'C' UNIT, (1) 'G' UNITS, (3) 'F' UNITS
	APT (BONUS)	2,225	(1) 'G' UNIT (1) 'F' UNIT
	CIRC (FAR)	2,403	ELEV & STAIRS
EXEMPT	CIRC (BONUS)	492	17% BONUS UNITS @ LEVEL 1
	AMENITIES (FAR)	600	
	TOTAL	18,787	
EAST BUILDING FOURTH FLOOR PLAN			
	APT (FAR)	14,365	(7) 'A' UNITS, (7) 'B' UNITS, (2) 'C' UNIT, (2) 'G' UNITS, (4) 'F' UNITS
	CIRC (FAR)	3,137	ELEV & STAIRS
	AMENITIES (FAR)	600	
	TOTAL	18,102	
	ALLOWED	PROJECT	
2.09 ACRES (91,040 SF) BASE FAR (DEV	36,416	**34,172**	**WEST** (10) 'A' UNITS, (5) 'B' UNITS, (3) 'C' UNIT, (1) 'G' UNITS, (3) 'F' UNITS **EAST** - (7) 'A' UNITS, (7) 'B' UNITS, (2) 'C' UNIT, (2) 'G' UNITS, (4) 'F' UNITS
BONUS HOUSING ONLY		44,335	**WEST** (11) 'A' UNITS, (4) 'B' UNITS (1) 'C' UNIT, (8) 'G' UNITS, (6) 'F' UNITS **EAST** (18) 'A' UNITS, (3) 'B' UNITS, (1) 'C' UNIT, (5) 'G' UNITS, (6) 'F' UNITS
WORKFORCE HOUSING ONLY		23,646	**WEST** (11) 'A' UNITS, (1) 'B' UNIT, (2) 'G' UNITS, (5) 'F' UNITS **EAST** (14) 'A' UNITS, (1) 'G' UNIT, (4) 'F' UNITS
41H FLOOR EXEMPTION REQUIREMENT		33,052	**WEST** (13) 'A' UNITS, (5) 'G' UNITS, (6) 'F' UNITS **EAST** (17) 'A' UNITS, (4) 'G' UNITS, (5) 'F' UNITS
FAR+BONUS+WFH TOTAL SF.		135,205	195 TOTAL UNITS
GRAND TOTAL SF.		158,377	NOT INCLUDING PARKING AREAS, EXCLUDING STAIRS AT LEVELS P1, 2, & 4, EXCLUDING ELEVATORS AT LEVELS P1, P2, 2, 3, & 4

HOUSING MITIGATION AND CALCULATIONS



A1 EAST BLDG LEVEL 1 FLOOR PLAN HOUSING MITIGATION STUDY
SCALE: 1" = 10'-0"

10/24/2022 12:16:34 PM

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THE LOOP - APARTMENTS
1050, 1060 & 1080 S. PARK LOOP RD,
JACKSON, WYOMING

△ DATE REVISION

PROJECT NUMBER 22078

EAST BLDG - LEVEL 1 FLOOR PLAN

DRE101

HOUSING MITIGATION AND CALCULATIONS



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MOGUL CAPITAL

Mogul Capital, LLC
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84049
435.654.5030

THE LOOP - APARTMENTS
1050, 1060 & 1080 S. PARK LOOP RD,
JACKSON, WYOMING

△ DATE REVISION

PROJECT NUMBER 22078

EAST BLDG - LEVEL 2 FLOOR PLAN

DRE102

HOUSING MITIGATION AND CALCULATIONS



A1 EAST BLDG LEVEL 3 FLOOR PLAN
SCALE: 1" = 10'-0"

FFKR ARCHITECTS
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O 801.521.6186 - FFKR.COM

MOGUL CAPITAL

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THE LOOP - APARTMENTS
1050, 1060 & 1080 S. PARK LOOP RD,
JACKSON, WYOMING

△ DATE REVISION

PROJECT NUMBER 22078

EAST BLDG - LEVEL 3 FLOOR PLAN

DRE103

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HOUSING MITIGATION AND CALCULATIONS



A1 EAST BLDG LEVEL 4 FLOOR PLAN HOUSING MITIGATION STUDY
SCALE: 1" = 10'-0"

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THE LOOP - APARTMENTS
1050, 1060 & 1080 S. PARK LOOP RD.
JACKSON, WYOMING

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PROJECT NUMBER 22078

EAST BLDG - LEVEL 4 FLOOR PLAN

DRE104

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HOUSING MITIGATION AND CALCULATIONS



A1 WEST BLDG LEVEL 1 FLOOR PLAN HOUSING MITIGATION STUDY
SCALE: 1" = 10'-0"

FFKR ARCHITECTS
730 Pacific Avenue · Salt Lake City, Utah 84104
O 801.521.6186 · FFKR.COM

MOGUL CAPITAL
Mogul Capital, LLC
2010 E. Mitchell Street
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84049
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THE LOOP - APARTMENTS
1050, 1060 & 1080 S. PARK LOOP RD,
JACKSON, WYOMING

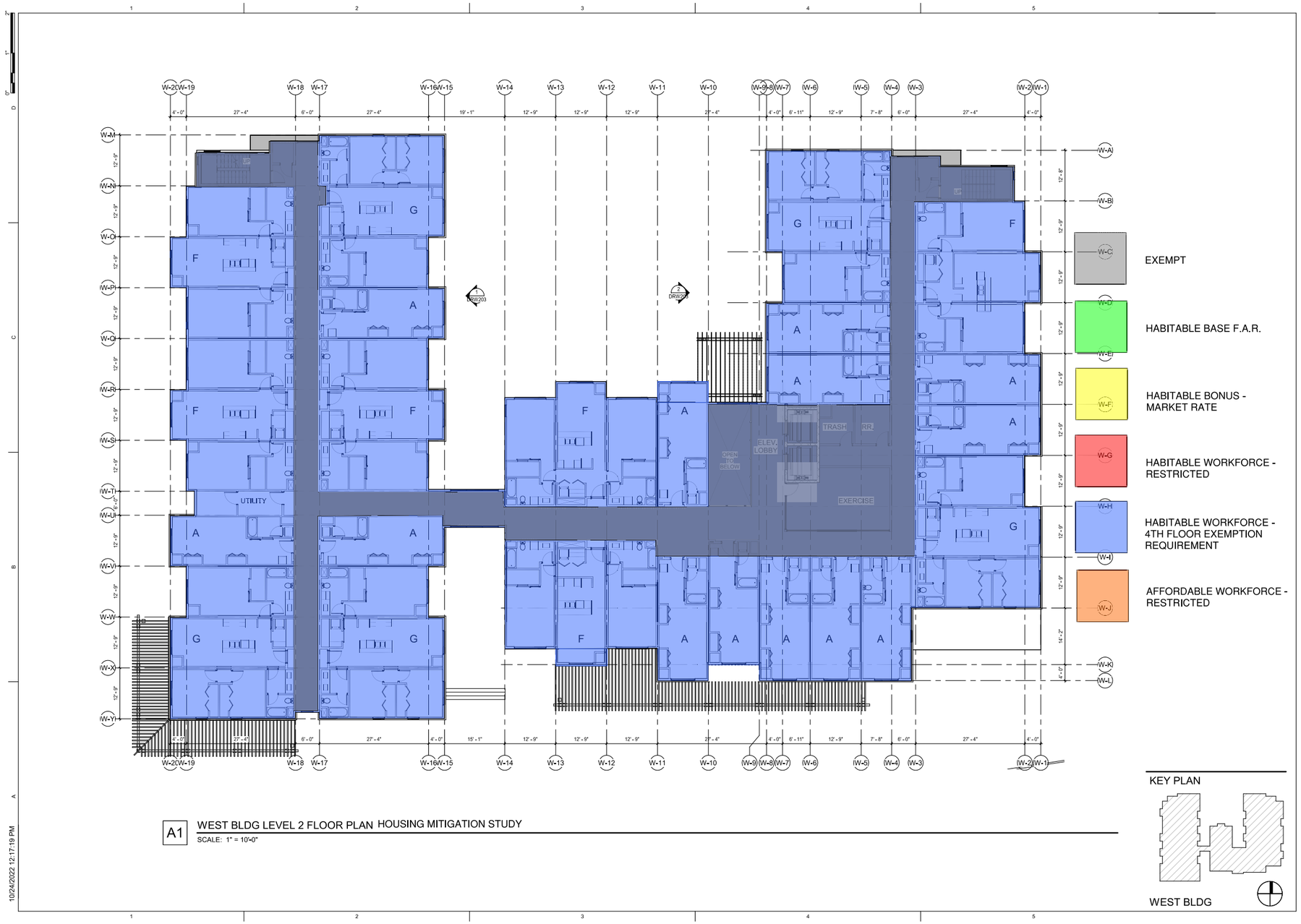
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WEST BLDG - LEVEL 1 FLOOR PLAN

DRW101

HOUSING MITIGATION AND CALCULATIONS



A1 WEST BLDG LEVEL 2 FLOOR PLAN HOUSING MITIGATION STUDY
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PROJECT NUMBER 22078

WEST BLDG - LEVEL 2 FLOOR PLAN

DRW102

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HOUSING MITIGATION AND CALCULATIONS



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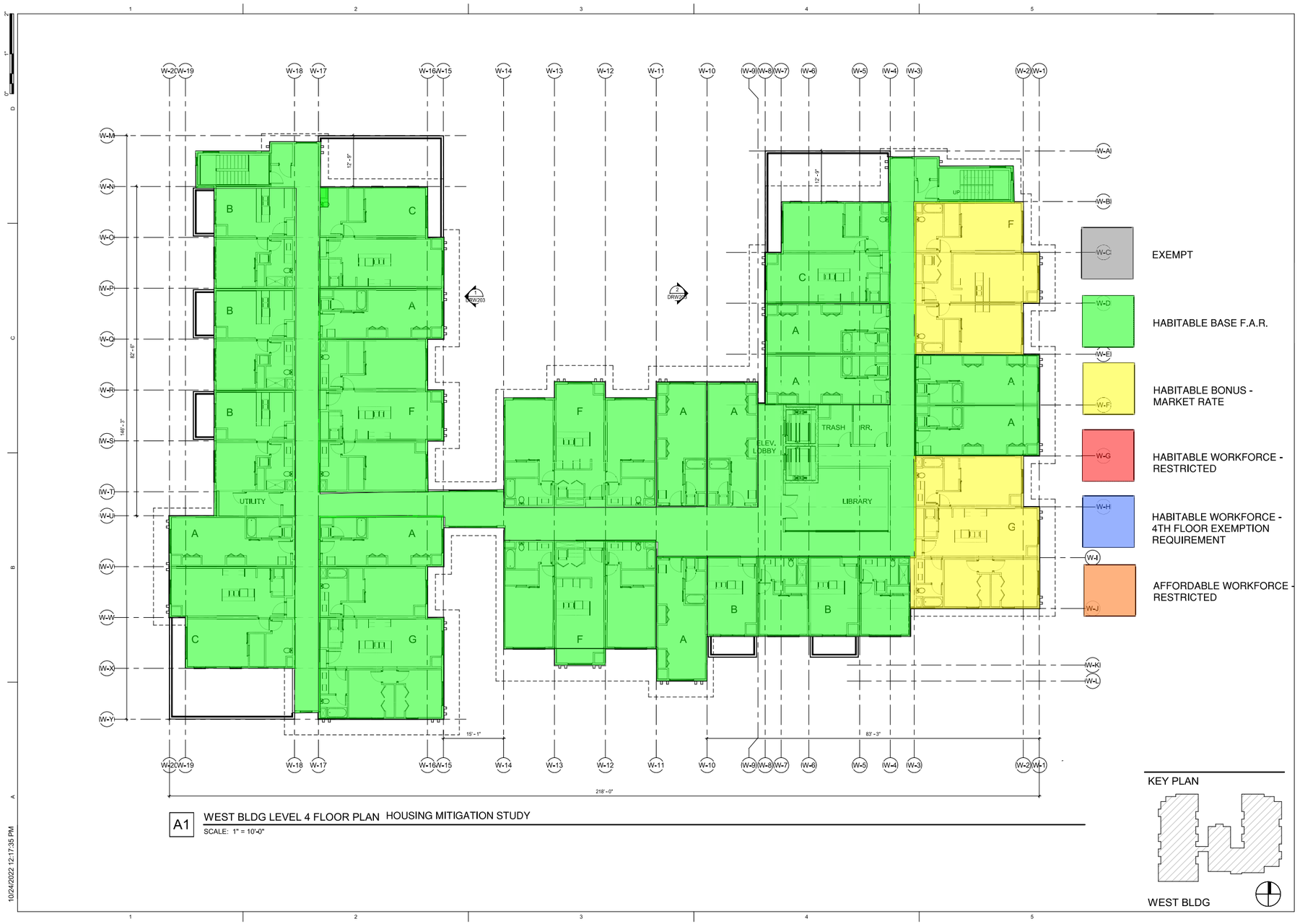
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WEST BLDG - LEVEL 3 FLOOR PLAN

DRW103

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HOUSING MITIGATION AND CALCULATIONS



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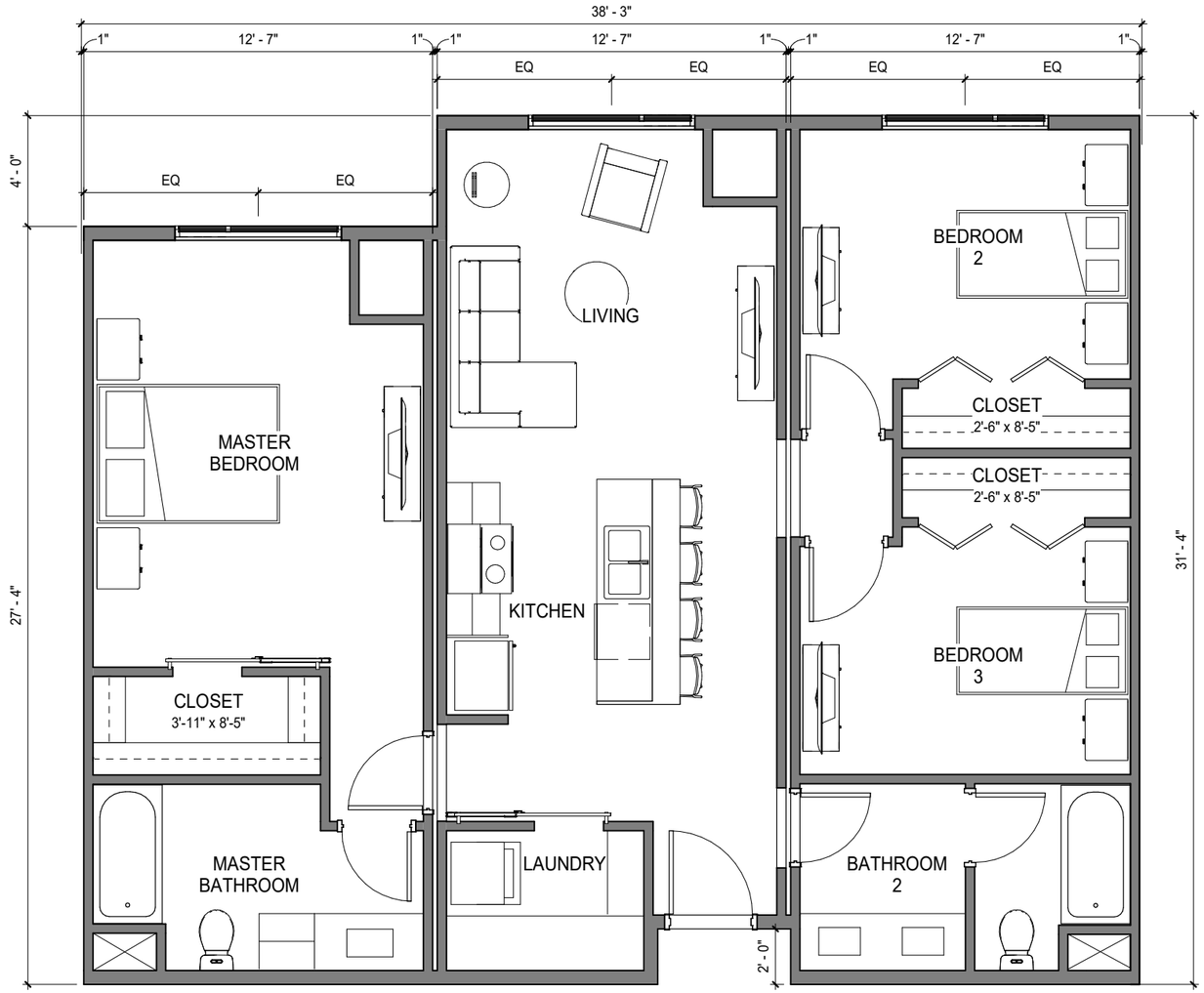
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JACKSON, WYOMING

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PROJECT NUMBER 22078

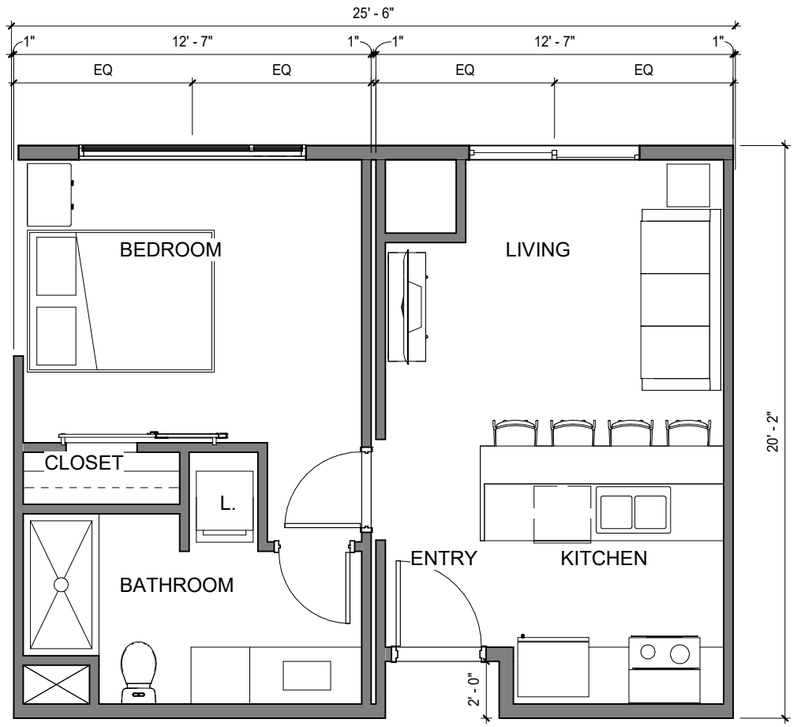
WEST BLDG - LEVEL 4 FLOOR PLAN

DRW104



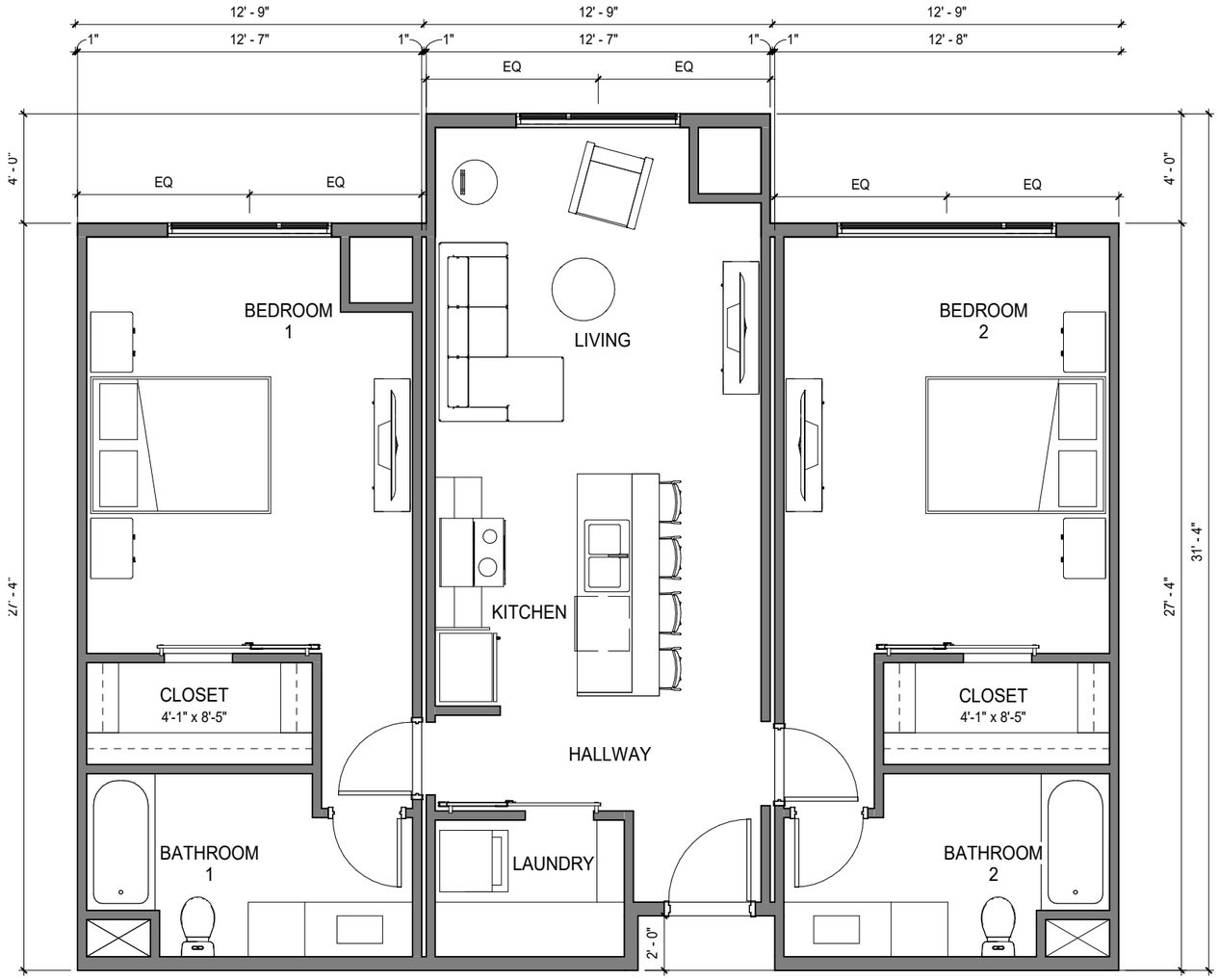
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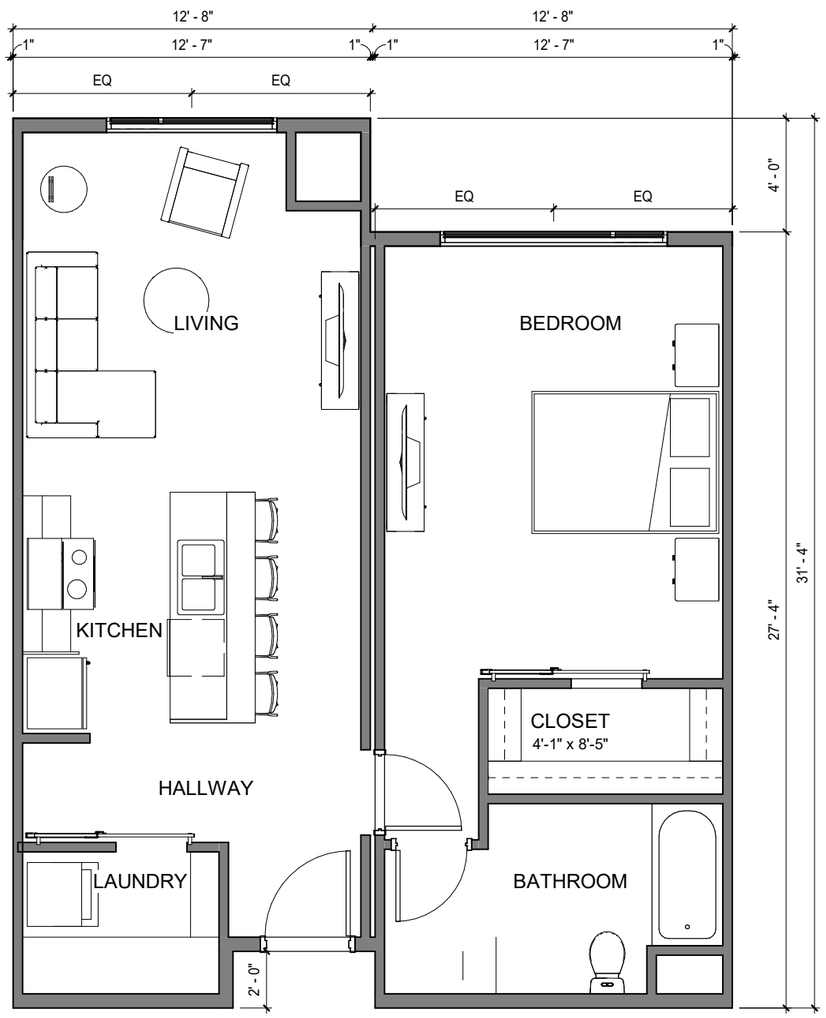
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ENLARGED UNIT TYPE "B" FLOOR PLAN

SCALE: 1/4" = 1'-0"



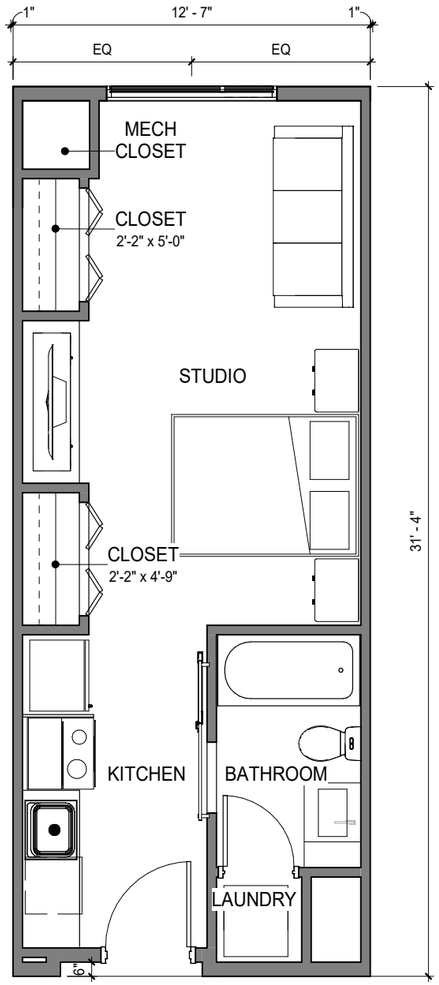


ENLARGED UNIT TYPE "F" FLOOR PLAN

SCALE: 1/4" = 1'-0"

ENLARGED UNIT TYPE "C" FLOOR PLAN

SCALE: 1/4" = 1'-0"



ENLARGED UNIT TYPE "A" FLOOR PLAN

SCALE: 1/4" = 1'-0"

LETTERS - NO SHORT TERM RENTAL

MOGUL CAPITAL

4/29/2022

Tyler Valentine
Principal Planner
Town of Jackson
150 E Pearl Avenue
Jackson, WY 83001
tvalentine@jacksonwy.gov

RE: Short-Term Units nor Nightly Rentals

Dear Mr. Valentine,

Please accept this letter as part of our Development Plan Application, as we plan to ensure that long-term residential units are not used for short-term units nor nightly rentals. In order to safeguard that units are not designated for short-tern nor nightly rental basis we have/will take several steps including but not limited to the following:

- Clearly identifying how units are classified within this Development plan submittal
- Ensuring that potential purchasers are aware of Town regulations regarding short-term and nightly rentals
- Making sure the management company is fully aware of the rental regulations and the unit classifications within this development
- Working with the town on any other reasonable measures throughout the development process

Should you have further questions or need additional clarification we would be happy to discuss this topic further.

Thank you,

Rachel Lambert

Rachel Lambert
Vice President of Construction
602-885-2342

cc: Brad Wagstaff, Scott McAllister

MOGUL CAPITAL

4/29/2022

Tyler Valentine
Principal Planner
Town of Jackson
150 E Pearl Avenue
Jackson, WY 83001
tvalentine@jacksonwy.gov

RE: Livability Standards Questionnaire

Dear Mr. Valentine,

Please accept this letter as part of our Development Plan Application, we are in receipt of the Livability Standards Questionnaire required by the Housing Department for the Workforce Development units included in this project. At the time of this Development Plan application to the Town, we do not have enough information to complete the questionnaire. However, our design team has reviewed the Livability Standards and are planning accordingly. The questionnaires will be completed and sent to you for review prior to finalizing our building plans.

Should you have further questions or need additional clarification we would be happy to discuss this topic further.

Thank you,

Rachel Lambert

Rachel Lambert
Vice President of Construction
602-885-2342

cc: Brad Wagstaff, Scott McAllister

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The Loop

Traffic Impact Study



Jackson, Wyoming

April 26, 2022

UT21-2075

Professional Engineer
Ryan R. Hales
18575
Date 04/26/2022
WYOMING

1220 North 500 West, Ste. 202 Lehi, UT 84043 p 801.766.4343
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EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed The Loop development located in Jackson, Wyoming. The Loop development is located on the south side of Park Loop Road, just west of the Gregory Lane / Park Loop Road intersection.

The purpose of this traffic impact study is to analyze traffic operations at key intersections for Existing (2022) background and Future (2023) conditions, with and without the proposed project, and to recommend mitigation measures as needed. The morning and evening peak hour level of service (LOS) results are shown in Table ES-1. Recommended storage lengths are shown in Table ES-2.

Table ES-1: Peak Hour Level of Service Results

	Intersection	Level of Service					
		Existing (2022)		Future (2023)			
		Background		Background		Plus Project	
		AM	PM	AM	PM	AM	PM
1	South Park Loop Road / U.S. 89	B	B	B	B	B	B
2	Gregory Lane / South Park Loop Road	b	b	c	b	c	c
3	Access 1 / South Park Loop Road	-	-	-	-	a	a
4	Access 2 / South Park Loop Road	-	-	-	-	a	a
5	Access 3 / South Park Loop Road	-	-	-	-	a	a

1. Intersection LOS values represent the overall intersection average for roundabout, signalized, and all-way stop-controlled (AWSC) intersections (uppercase letter) and the worst movement for all other unsignalized intersections (lowercase letter)
2. BG = Background (without project traffic), PP = Plus Project (with project traffic)

Source: Hales Engineering, April 2022

Table ES-2: Recommended Storage Length

	Intersection	Recommended Storage Lengths (feet)													
		Northbound				Southbound				Eastbound				Westbound			
		LT		RT		LT		RT		LT		RT		LT		RT	
		E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P
1	South Park Loop Road / U.S. 89	100	-	-	-	165	200	150	200	150	275	-	-		-	-	-
2	Gregory Lane / South Park Loop Road	-	-	-	-	-	-	-	-	-	-	-	-	75	100	-	-

1. Storage lengths are based on 2023 95th percentile queue lengths and do not include required deceleration / taper distances
2. E = Existing storage length (approximate), if applicable; P = proposed storage length for new turn lanes or changes to existing turn lanes, if applicable

Source: Hales Engineering, April 2022

SUMMARY OF KEY FINDINGS & RECOMMENDATIONS

Project Conditions		
• The development will consist of 206 residential apartment units. • The project is anticipated to generate approximately 936 weekday daily trips, including 80 trips in the morning peak hour, and 82 trips in the evening peak hour.		
2022	**Background**	
Findings	• Acceptable LOS at all study intersections	
2023 (Opening Day)	**Background**	**Plus Project**
Findings	• Acceptable LOS at all study intersections	• Acceptable LOS at all study intersections • The City could consider adding a westbound left-turn lane to turn into the middle project access if South Park Loop Road is widened at a future date. However, this turn lane was not assumed for the analysis, and the LOS at each intersection was acceptable as-is.

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Jackson - The Loop
Traffic Impact Study

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Jackson - The Loop
Traffic Impact Study

I. INTRODUCTION

A. Purpose

This study addresses the traffic impacts associated with the proposed development located in Jackson, Wyoming. The proposed project is located on the south side of Park Loop Road, west of the Gregory Lane / Park Loop Road intersection. Figure 1 shows a vicinity map of the proposed development.

The purpose of this traffic impact study is to analyze traffic operations at key intersections for existing (2022) background and future (2023) conditions, with and without the proposed project, and to recommend mitigation measures as needed.



Figure 1: Vicinity map showing the project location in Jackson, Wyoming

B. Scope

The study area was defined based on conversations with the development team. This study was scoped to evaluate the traffic operational performance impacts of the project on the following intersections:

- South Park Loop Road / U.S. 89
- Gregory Lane / South Park Loop Road
- Project Accesses (3) / South Park Loop Road

C. Analysis Methodology

Level of service (LOS) is a term that describes the operating performance of an intersection or roadway. LOS is measured quantitatively and reported on a scale from A to F, with A representing the best performance and F the worst. Table 1 provides a brief description of each LOS letter designation and an accompanying average delay per vehicle for both signalized and unsignalized intersections.

The *Highway Capacity Manual* (HCM), 6th Edition, 2016 methodology was used in this study to remain consistent with "state-of-the-practice" professional standards. This methodology has different quantitative evaluations for signalized and unsignalized intersections. For signalized, roundabout, and all-way stop-controlled (AWSC) intersections, the LOS is provided for the overall intersection (weighted average of all approach delays). For all other unsignalized intersections, LOS is reported based on the worst movement.

Using Synchro/SimTraffic software, which follow the HCM methodology, the peak hour LOS was computed for each study intersection. Multiple runs of SimTraffic were used to provide a statistical evaluation of the interaction between the intersections. The detailed LOS reports are provided in Appendix B. Hales Engineering also calculated the 95th percentile queue lengths for the study intersections using SimTraffic. The detailed queue length reports are provided in Appendix D.

D. Level of Service Standards

For the purposes of this study, a minimum acceptable intersection performance for each of the study intersections was set at LOS D. If levels of service E or F conditions exist, an explanation and/or mitigation measures will be presented. A LOS D threshold is consistent with "state-of-the-practice" traffic engineering principles for urbanized areas.

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Traffic Impact Study

Table 1: Level of Service Description

LOS		Description of Traffic Conditions	Average Delay (seconds/vehicle)	
			Signalized Intersections	Unsignalized Intersections
A		Free Flow / Insignificant Delay	≤ 10	≤ 10
B		Stable Operations / Minimum Delays	> 10 to 20	> 10 to 15
C		Stable Operations / Acceptable Delays	> 20 to 35	> 15 to 25
D		Approaching Unstable Flows / Tolerable Delays	> 35 to 55	> 25 to 35
E		Unstable Operations / Significant Delays	> 55 to 80	> 35 to 50
F		Forced Flows / Unpredictable Flows / Excessive Delays	> 80	> 50

Source: Hales Engineering Descriptions, based on the *Highway Capacity Manual* (HCM), 6th Edition, 2016 Methodology (Transportation Research Board)

II. EXISTING (2022) BACKGROUND CONDITIONS

A. Purpose

The purpose of the background analysis is to study the intersections and roadways during the peak travel periods of the day with background traffic and geometric conditions. Through this analysis, background traffic operational deficiencies can be identified, and potential mitigation measures recommended. This analysis provides a baseline condition that may be compared to the build conditions to identify the impacts of the development.

B. Roadway System

The primary roadways that will provide access to the project site are described below:

South Park Loop Road – is a city-maintained roadway which is classified by the Town of Jackson GIS maps as an "other road." South Park Loop Road functions as a collector with a connection to the state highway (U.S. 89). The roadway has one travel lane in each direction with left-turn lanes at intersections. The posted speed limit is 30 mph in the study area.

C. Traffic Volumes

Weekday morning (7:00 to 9:00 a.m.) and evening (4:00 to 6:00 p.m.) peak period traffic counts were performed by Teton County at the following intersections:

- South Park Loop Road / U.S. 89
- Gregory Lane / South Park Loop Road

Teton County collected counts at both study intersections during both summer and winter peak hour conditions. These counts were collected on Tuesday, July 23, 2019, and on Tuesday, February 25, 2020, respectively. The single highest peak hours were determined to be during the morning and evening peak hours in the summer. Hales Engineering decided to utilize the summer counts for this analysis as a worst-case scenario. The morning peak hour was determined to be between 8:00 and 9:00 a.m., and the evening peak hour was determined to be between 4:30 and 5:30 p.m. The evening peak hour volumes were approximately 15% higher than the morning peak hour volumes. Based on discussions with WYDOT and Teton County, it was determined that both morning and evening peak hour conditions would be analyzed. Detailed count data are included in Appendix A.

Hales Engineering evaluated seasonal adjustments to the observed traffic volumes. Monthly traffic volume data were obtained from a nearby WYDOT automatic traffic recorder (ATR) on U.S. 191 (ATR #84). In recent years, traffic volumes in July have been equal to approximately 183% of average traffic volumes. July has also been observed to be the highest month for traffic at that traffic recorder. The observed traffic volumes were therefore not adjusted for seasonality accordingly to remain conservative and provide a worst-case scenario.

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Jackson - The Loop
Traffic Impact Study

Since the counts were collected in July of 2019 and February of 2020, traffic volumes were increased using a historical growth rate of 3.8% per year to bring the traffic volumes up to a 2022 background scenario.

Figure 2 shows the existing morning and evening peak hour volumes as well as intersection geometry at the study intersections.

D. Level of Service Analysis

Hales Engineering determined that all study intersections are currently operating at acceptable levels of service during the morning and evening peak hour, as shown in Table 2. These results serve as a baseline condition for the impact analysis of the proposed development during existing (2022) conditions.

Table 2: Existing (2022) Background Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
South Park Loop Road / U.S. 89	Signal	B (14.3)	B (14.8)
Gregory Lane / South Park Loop Road	NW Stop	b (13.8) / NWL	b (12.6) / NWL

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, April 2022

E. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. No significant queueing was observed during the morning and evening peak hours.

F. Mitigation Measures

No mitigation measures are recommended.

WY Jackson - The Loop TIS
Existing (2022) Background

Morning Peak Hour
Figure 2a



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WY Jackson - The Loop TIS
Existing (2022) Background

Evening Peak Hour
Figure 2b



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III. FUTURE (2023) BACKGROUND CONDITIONS

A. Purpose

The purpose of the Future (2023) background analysis is to study the intersections and roadways during the peak travel periods of the day for future background traffic and geometric conditions, prior to opening day for the project. Through this analysis, future background traffic operational deficiencies can be identified, and potential mitigation measures recommended.

B. Roadway Network

According to the discussions with the Town of Jackson, WYDOT, and Teton County there are no projects planned before 2023 in the study area. Therefore, no changes were made to the roadway network for the Future (2023) analysis.

C. Traffic Volumes

Hales Engineering estimated future (2023) peak hour turning movement volumes using a historic growth rate 3.8% per year to bring the traffic volumes up to a 2023 background scenario. This growth rate is based off of available ATR data near Jackson. Future (2023) morning and evening peak hour turning movement volumes are shown in Figure 3.

D. Level of Service Analysis

Hales Engineering determined that all study intersections are anticipated to operate at acceptable levels of service during the morning and evening peak hour in Future (2023) background conditions, as shown in Table 3. These results serve as a baseline condition for the impact analysis of the proposed development for Future (2023) conditions.

E. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. No significant queueing was observed during the morning and evening peak hours.

F. Mitigation Measures

No mitigation measures are recommended.

WY Jackson - The Loop TIS
Future (2023) Background

Morning Peak Hour
Figure 3a



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WY Jackson - The Loop TIS
Future (2023) Background

Evening Peak Hour
Figure 3b



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Table 3: Future (2023) Background Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
South Park Loop Road / U.S. 89	Signal	B (15.0)	B (16.7)
Gregory Lane / South Park Loop Road	NW Stop	c (16.6) / NWL	b (14.3) / NWL

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, April 2022

IV. PROJECT CONDITIONS

A. Purpose

The project conditions discussion explains the type and intensity of development. This provides the basis for trip generation, distribution, and assignment of project trips to the surrounding study intersections defined in Chapter I.

B. Project Description

The proposed The Loop development is located on the south side of Park Loop Road, just west of the Gregory Lane / Park Loop Road intersection. The development will consist of residential multifamily dwelling units. A concept plan for the proposed development is provided in Appendix C. The proposed land use for the development has been identified in Table 4.

Table 4: Project Land Uses

Land Use	Intensity
Apartments	206 Units

C. Trip Generation

Trip generation for the development was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE), *Trip Generation*, 11th Edition, 2021. Trip generation for the proposed project is included in Table 5.

The total trip generation for the development is as follows:

- Daily Trips: 936
- Morning Peak Hour Trips: 80
- Evening Peak Hour Trips: 82

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Jackson - The Loop
Traffic Impact Study

Table 5: Trip Generation

Trip Generation WY Jackson - The Loop								
Land Use[1]	# of Units	Unit Type	Trip Generation			New Trips		
			Total	% In	% Out	In	Out	Total
Weekday Daily								
Multifamily Housing (Mid-Rise) (221)	206	DU	936	50%	50%	468	468	936
TOTAL			**936**			**468**	**468**	**936**
AM Peak Hour								
Multifamily Housing (Mid-Rise) (221)	206	DU	80	23%	77%	18	62	80
TOTAL			**80**			**18**	**62**	**80**
PM Peak Hour								
Multifamily Housing (Mid-Rise) (221)	206	DU	82	61%	39%	50	32	82
TOTAL			**82**			**50**	**32**	**82**

1. Land Use Code from the Institute of Transportation Engineers (ITE) *Trip Generation*, 11th Edition, 2021.
SOURCE: Hales Engineering, April 2022

D. Trip Distribution and Assignment

Project traffic is assigned to the roadway network based on the type of trip and the proximity of project access points to major streets, high population densities, and regional trip attractions. Existing travel patterns observed during data collection also provide helpful guidance to establishing these distribution percentages, especially near the site. The resulting distribution of project generated trips during the morning and evening peak hour is shown in Table 6.

Table 6: Trip Distribution

Direction	% To/From Project
North	85%
South	10%
West	5%

These trip distribution assumptions were used to assign the morning and evening peak hour generated traffic at the study intersections to create trip assignment for the proposed development. Trip assignment for the development is shown in Figure 4.

WY Jackson - The Loop TIS
Trip Assignment

Morning Peak Hour
Figure 4a



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WY Jackson - The Loop TIS
Trip Assignment

Evening Peak Hour
Figure 4b



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E. Access

The proposed access for the site will be gained at the following locations (see also concept plan in Appendix C):

South Park Loop Road:

- Access 1 will be located approximately 1,030 feet southwest of the Gregory Lane / South Park Loop Road intersection. It will access the project on the south side of South Park Loop Road. It is anticipated that the access will be stop-controlled.
- Access 2 will be located approximately 1,150 feet southwest of the Gregory Lane / South Park Loop Road intersection. It will access the project on the south side of South Park Loop Road. It is anticipated that the access will be stop-controlled.
- Access 3 will be located approximately 1,270 feet southwest of the Gregory Lane / South Park Loop Road intersection at the existing curb cut. It will access the project on the south side of South Park Loop Road. It is anticipated that the access will be stop-controlled.

F. Auxiliary Lanes

Auxiliary lanes are deceleration (ingress), or acceleration (egress) turn lanes that provide for safe turning movements that have less impact on through traffic. These lanes are sometimes needed at accesses or roadway intersections if right- or left-turn volumes are high enough.

Deceleration (ingress) lanes are generally needed when there are at least 50 right-turn vehicles or 25 left-turn vehicles in an hour. These guidelines were used for the City roadway in the study area.

The City could consider adding a westbound left-turn lane to turn into the middle project access if South Park Loop Road is widened at a future date based on the westbound left-turn volume at the access. However, this turn lane was not assumed for the analysis.

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Jackson - The Loop
Traffic Impact Study

V. FUTURE (2023) PLUS PROJECT CONDITIONS

A. Purpose

The purpose of the Future (2023) plus project analysis is to study the intersections and roadways during the peak travel periods of the day for future background traffic and geometric conditions plus the net trips generated by the proposed development on opening day. This scenario provides valuable insight into the potential impacts of the proposed project on future background traffic conditions.

B. Traffic Volumes

Hales Engineering added the project trips discussed in Chapter III to the Future (2023) background traffic volumes to predict turning movement volumes for Future (2023) plus project conditions. Future (2023) plus project morning and evening peak hour turning movement volumes are shown in Figure 5.

C. Level of Service Analysis

Hales Engineering determined that all intersections are anticipated to operate at acceptable levels of service during the morning and evening peak hour in Future (2023) plus project conditions, as shown in Table 7.

D. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. No significant queueing is anticipated during the morning and evening peak hours.

E. Mitigation Measures

No mitigation measures are recommended.

WY Jackson - The Loop TIS
Future (2023) Plus Project

Morning Peak Hour
Figure 5a



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WY Jackson - The Loop TIS
Future (2023) Plus Project

Evening Peak Hour
Figure 5b



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801.766.4343
04/22/2022

Table 7: Future (2023) Plus Project Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
South Park Loop Road / U.S. 89	Signal	B (16.3)	B (17.2)
Gregory Lane / South Park Loop Road	NW Stop	c (21.2) / NWL	c (17.8) / NWL
Access 1 / South Park Loop Road	NB Stop	a (4.7) / NBR	a (3.6) / NBR
Access 2 / South Park Loop Road	NB Stop	a (6.8) / NBL	a (8.7) / NBL
Access 3 / South Park Loop Road	NB Stop	a (3.8) / NBR	a (4.2) / NBR

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, April 2022

F. Recommended Storage Lengths

Hales Engineering determined recommended storage lengths based on the 95th percentile queue lengths given in the future (2023) plus project scenario. These storage lengths do not include the taper length. Recommended storage lengths for the study intersections are shown in Table 8. Intersections shown in Table 8 include new intersections and existing intersections that have recommended storage length changes.

Table 8: Recommended Storage Lengths

	Intersection	Recommended Storage Lengths (feet)															
		Northbound				Southbound				Eastbound				Westbound			
		LT		RT		LT		RT		LT		RT		LT		RT	
		E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P
1	South Park Loop Road / U.S. 89	100	-	-	-	165	**200**	150	**200**	150	**275**	-	-		-	-	-
2	Gregory Lane / South Park Loop Road	-	-	-	-	-	-	-	-	-	-	-	-	75	**100**	-	-

1. Storage lengths are based on 2023 95th percentile queue lengths and do not include required deceleration / taper distances
2. E = Existing storage length (approximate), if applicable; P = proposed storage length for new turn lanes or changes to existing turn lanes, if applicable

Source: Hales Engineering, April 2022

HALES ENGINEERING innovative transportation solutions

Jackson - The Loop
Traffic Impact Study

APPENDIX A

Turning Movement Counts

TRAFFIC STUDY - FULL

All Traffic Data Services

5 GREGORY LN & S PARK LOOP RD AM
Tuesday, July 23, 2019

Peak Hour
07:45 AM - 08:45 AM
Peak 15-Minutes
07:45 AM - 08:00 AM

Traffic Counts - All Vehicles

	49	50	51			52	53	54			55	56	57			58	59	60					
	S PARK LOOP RD					S PARK LOOP RD					GREGORY LN												
	Eastbound					Westbound					Northbound					Southbound							
Time	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	Total	Rolling Hour	
6:30 AM	0	0	40	0	0	0	18	16	0	0	0	1	0	16	0	0	0	0	0	0	91	543	1
6:45 AM	0	0	71	4	0	0	31	32	0	0	0	1	0	22	0	0	0	0	0	0	161	636	2
7:00 AM	0	0	41	3	0	0	28	29	0	0	0	1	0	29	0	0	0	0	0	0	131	761	3
7:15 AM	0	0	45	3	0	0	39	37	0	0	0	1	0	35	0	0	0	0	0	0	160	877	4
7:30 AM	0	0	74	2	0	0	32	32	0	0	0	1	0	43	0	0	0	0	0	0	184	922	5
7:45 AM	0	0	104	8	0	0	67	52	0	0	0	3	0	52	0	0	0	0	0	0	286	934	6
8:00 AM	0	0	77	1	0	0	38	56	0	0	0	4	0	71	0	0	0	0	0	0	247	885	7
8:15 AM	0	0	76	5	0	0	25	43	0	0	0	2	0	54	0	0	0	0	0	0	205	843	8
8:30 AM	0	0	68	4	0	1	36	47	0	0	0	1	0	39	0	0	0	0	0	0	196	822	9
8:45 AM	0	0	97	7	0	0	38	49	0	0	0	3	0	43	0	0	0	0	0	0	237	0	10
9:00 AM	0	0	73	8	0	1	35	39	0	0	0	2	0	47	0	0	0	0	0	0	205	0	11
9:15 AM	0	0	62	3	0	0	31	48	0	0	0	1	0	39	0	0	0	0	0	0	184	0	12
																					2,287	1144	

Peak Rolling Hour Flow Rates

	Eastbound					Westbound					Northbound					Southbound					
Vehicle Type	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	Total
Articulated Trucks	0	0	1	1	0	0	1	0	0	0	0	0	0	4	0	0	0	0	0	0	7
Lights	0	0	317	16	0	1	160	195	0	0	0	10	0	201	0	0	0	0	0	0	900
Mediums	0	0	7	1	0	0	5	3	0	0	0	0	0	11	0	0	0	0	0	0	27
Total	0	0	325	18	0	1	166	198	0	0	0	10	0	216	0	0	0	0	0	0	934
Bicycles on Crosswalk			0					0					6						0		6
Heavy Vehicle Percentage			2.9%					2.5%					6.6%								3.6%
Heavy Vehicle Percentage	0.0%	0.0%	2.5%	11.1%	0.0%	0.0%	3.6%	1.5%	0.0%	0.0%	0.0%	0.0%	0.0%	6.9%	0.0%						3.6%
Peak Hour Factor (PHF)			0.77					0.77					0.77								0.82
Peak Hour Factor (PHF)	0.00	0.00	0.80	0.75	0.00	0.50	0.66	0.88	0.00	0.00	0.00	0.63	0.00	0.77	0.00						0.82

Traffic Counts by Vehicle Type

	Eastbound					Westbound					Northbound					Southbound					
Time	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	Total
Articulated Trucks																					
6:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
6:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
7:30 AM	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	2
7:45 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	2
8:00 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	2	0	0	0	0	0	0	3
8:15 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	2
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lights																					
6:30 AM	0	0	39	0	0	0	16	16	0	0	0	1	0	13	0	0	0	0	0	0	85
6:45 AM	0	0	69	4	0	0	31	32	0	0	0	1	0	22	0	0	0	0	0	0	159
7:00 AM	0	0	40	3	0	0	28	29	0	0	0	1	0	26	0	0	0	0	0	0	127
7:15 AM	0	0	44	3	0	0	38	36	0	0	0	1	0	29	0	0	0	0	0	0	151
7:30 AM	0	0	72	2	0	0	32	31	0	0	0	1	0	38	0	0	0	0	0	0	176
7:45 AM	0	0	102	8	0	0	66	52	0	0	0	3	0	49	0	0	0	0	0	0	280
8:00 AM	0	0	76	1	0	0	37	55	0	0	0	4	0	63	0	0	0	0	0	0	236
8:15 AM	0	0	72	4	0	0	24	43	0	0	0	2	0	52	0	0	0	0	0	0	197
8:30 AM	0	0	67	3	0	1	33	45	0	0	0	1	0	37	0	0	0	0	0	0	187
8:45 AM	0	0	95	7	0	0	35	45	0	0	0	3	0	38	0	0	0	0	0	0	223
9:00 AM	0	0	72	8	0	1	34	39	0	0	0	2	0	45	0	0	0	0	0	0	201
9:15 AM	0	0	60	3	0	0	28	47	0	0	0	1	0	39	0	0	0	0	0	0	178
Mediums																					
6:30 AM	0	0	1	0	0	0	2	0	0	0	0	0	0	2	0	0	0	0	0	0	5
6:45 AM	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
7:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	4
7:15 AM	0	0	1	0	0	0	1	0	0	0	0	0	0	6	0	0	0	0	0	0	8
7:30 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	6
7:45 AM	0	0	1	0	0	0	1	0	0	0	0	0	0	2	0	0	0	0	0	0	4
8:00 AM	0	0	1	0	0	0	0	1	0	0	0	0	0	6	0	0	0	0	0	0	8
8:15 AM	0	0	4	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	6
8:30 AM	0	0	1	1	0	0	3	2	0	0	0	0	0	2	0	0	0	0	0	0	9
8:45 AM	0	0	2	0	0	0	3	4	0	0	0	0	0	5	0	0	0	0	0	0	14
9:00 AM	0	0	1	0	0	0	1	0	0	0	0	0	0	2	0	0	0	0	0	0	4
9:15 AM	0	0	2	0	0	0	3	1	0	0	0	0	0	0	0	0	0	0	0	0	6

Bicycles on Crosswalk

	Eastbound			Westbound			Northbound			Southbound		
Time	CCW	CW	Total	CCW	CW	Total	CCW	CW	Total	CCW	CW	Total
6:30 AM	0	0	0	0	0	0	0	0	0	0	0	0
6:45 AM	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	2	2	0	0	0
8:00 AM	0	0	0	0	0	0	0	4	4	0	0	0
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0
8:45 AM	0	0	0	0	0	0	0	1	1	0	0	0
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0
9:15 AM	0	0	0	0	0	0	0	0	0	0	0	0
			0			0			7			0
												7

Pedestrians

	Eastbound			Westbound			Northbound			Southbound		

Time	CCW	CW	Total	CCW	CW	Total	CCW	CW	Total	CCW	CW	Total
6:30 AM	0	0	0	0	0	0	0	0	0	0	0	0
6:45 AM	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	1	1
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	1	1	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0
8:45 AM	0	0	0	0	0	0	0	0	0	0	1	1
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0
9:15 AM	0	0	0	0	0	0	0	0	0	0	1	1
			0			0			0			2
												0
												2
												9
6:30:00	0	0				0	0			0	0	
6:45:00	0	0				0	0			0	0	
7:00:00	0	0				0	0			0	0	
7:15:00	0	0				0	0			0	0	
7:30:00	0	0				0	0			0	0	
7:45:00	0	0				0	12			0	0	
8:00:00	0	0				0	16			0	0	
8:15:00	0	0				0	0			0	0	
8:30:00	0	0				0	0			0	0	
8:45:00	0	0				0	4			0	0	
9:00:00	0	0				0	0			0	0	
9:15:00	0	0				0	4			0	0	

TRAFFIC STUDY - FULL

All Traffic Data Services

5 GREGORY LN & S PARK LOOP RD PM
Tuesday, July 23, 2019

Peak Hour
04:30 PM - 05:30 PM
Peak 15-Minutes
05:15 PM - 05:30 PM

Traffic Counts - All Vehicles

	49	50	51			52	53	54			55	56	57			58	59	60					
	S PARK LOOP RD					S PARK LOOP RD					GREGORY LN												
	Eastbound					Westbound					Northbound					Southbound							
Time	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	Total	Rolling Hour	
3:00 PM	0	0	57	8	0	0	36	54	0	0	0	3	0	34	0	0	0	0	0	0	192	798	13
3:15 PM	0	0	62	3	0	0	29	72	0	0	0	4	0	34	0	0	0	0	0	0	204	819	14
3:30 PM	0	0	59	3	0	0	46	57	0	0	0	2	0	40	0	0	0	0	0	0	207	840	15
3:45 PM	0	0	43	4	0	0	43	54	0	0	0	3	0	48	0	0	0	0	0	0	195	860	16
4:00 PM	0	0	76	5	0	0	33	50	0	0	0	2	0	47	0	0	0	0	0	0	213	877	17
4:15 PM	0	0	59	3	0	0	33	70	0	0	0	5	0	55	0	0	0	0	0	0	225	886	18
4:30 PM	0	0	50	8	0	0	46	76	0	0	0	4	0	43	0	0	0	0	0	0	227	907	19
4:45 PM	0	0	61	3	0	0	52	49	0	0	0	4	0	43	0	0	0	0	0	0	212	900	20
5:00 PM	0	0	57	1	0	0	49	60	0	0	0	3	0	52	0	0	0	0	0	0	222	895	21
5:15 PM	0	0	58	1	0	0	42	97	0	0	0	3	0	45	0	0	0	0	0	0	246	0	22
5:30 PM	0	0	63	4	0	0	40	77	0	0	0	2	0	34	0	0	0	0	0	0	220	0	23
5:45 PM	0	0	70	3	0	0	21	74	0	0	0	5	0	34	0	0	0	0	0	0	207	0	24
																					2,570	984	

Peak Rolling Hour Flow Rates

	Eastbound					Westbound					Northbound					Southbound					
Vehicle Type	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	Total
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Lights	0	0	220	13	0	0	179	282	0	0	0	14	0	179	0	0	0	0	0	0	887
Mediums	0	0	6	0	0	0	10	0	0	0	0	0	0	3	0	0	0	0	0	0	19
Total	0	0	226	13	0	0	189	282	0	0	0	14	0	183	0	0	0	0	0	0	907
Bicycles on Crosswalk			0					0					4					0			4
Heavy Vehicle Percentage			2.5%					2.1%					2.0%								2.2%
Heavy Vehicle Percentage	0.0%	0.0%	2.7%	0.0%	0.0%	0.0%	5.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.2%	0.0%						2.2%
Peak Hour Factor (PHF)			0.82					0.85					0.87								0.92
Peak Hour Factor (PHF)	0.00	0.00	0.89	0.63	0.00	0.00	0.91	0.79	0.00	0.00	0.00	0.80	0.00	0.88	0.00						0.92

Traffic Counts by Vehicle Type

	Eastbound					Westbound					Northbound					Southbound					
Time	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	Total
Articulated Trucks																					
3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
5:45 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Lights																					
3:00 PM	0	0	55	8	0	0	35	53	0	0	0	3	0	33	0	0	0	0	0	0	187
3:15 PM	0	0	59	3	0	0	28	71	0	0	0	4	0	34	0	0	0	0	0	0	199
3:30 PM	0	0	58	3	0	0	41	56	0	0	0	2	0	38	0	0	0	0	0	0	198
3:45 PM	0	0	42	4	0	0	41	54	0	0	0	3	0	46	0	0	0	0	0	0	190
4:00 PM	0	0	73	5	0	0	31	49	0	0	0	2	0	46	0	0	0	0	0	0	206
4:15 PM	0	0	58	3	0	0	33	69	0	0	0	5	0	54	0	0	0	0	0	0	222
4:30 PM	0	0	49	8	0	0	44	76	0	0	0	4	0	41	0	0	0	0	0	0	222
4:45 PM	0	0	59	3	0	0	49	49	0	0	0	4	0	42	0	0	0	0	0	0	206
5:00 PM	0	0	55	1	0	0	45	60	0	0	0	3	0	51	0	0	0	0	0	0	215
5:15 PM	0	0	57	1	0	0	41	97	0	0	0	3	0	45	0	0	0	0	0	0	244
5:30 PM	0	0	63	3	0	0	36	76	0	0	0	2	0	34	0	0	0	0	0	0	214
5:45 PM	0	0	65	3	0	0	18	74	0	0	0	5	0	32	0	0	0	0	0	0	197
Mediums																					
3:00 PM	0	0	2	0	0	0	1	1	0	0	0	0	0	1	0	0	0	0	0	0	5
3:15 PM	0	0	3	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	5
3:30 PM	0	0	1	0	0	0	5	1	0	0	0	0	0	2	0	0	0	0	0	0	9
3:45 PM	0	0	1	0	0	0	2	0	0	0	0	0	0	2	0	0	0	0	0	0	5
4:00 PM	0	0	3	0	0	0	1	1	0	0	0	0	0	1	0	0	0	0	0	0	6
4:15 PM	0	0	1	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	3
4:30 PM	0	0	1	0	0	0	2	0	0	0	0	0	0	1	0	0	0	0	0	0	4
4:45 PM	0	0	2	0	0	0	3	0	0	0	0	0	0	1	0	0	0	0	0	0	6
5:00 PM	0	0	2	0	0	0	4	0	0	0	0	0	0	1	0	0	0	0	0	0	7
5:15 PM	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2
5:30 PM	0	0	0	1	0	0	3	1	0	0	0	0	0	0	0	0	0	0	0	0	5
5:45 PM	0	0	4	0	0	0	3	0	0	0	0	0	0	2	0	0	0	0	0	0	9

Bicycles on Crosswalk

	Eastbound			Westbound			Northbound			Southbound		
Time	CCW	CW	Total	CCW	CW	Total	CCW	CW	Total	CCW	CW	Total
3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0
3:15 PM	0	0	0	0	0	0	0	2	2	0	0	0
3:30 PM	0	0	0	0	0	0	1	0	1	0	0	0
3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM	0	0	0	0	0	0	0	1	1	0	0	0
4:30 PM	0	0	0	0	0	0	1	0	1	0	0	0
4:45 PM	0	0	0	0	0	0	0	1	1	0	0	0
5:00 PM	0	0	0	0	0	0	2	0	2	0	0	0
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	1	1	2	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0
			0			0			10			0
												10

Pedestrians

	Eastbound			Westbound			Northbound			Southbound		

Time	CCW	CW	Total	CCW	CW	Total	CCW	CW	Total	CCW	CW	Total
3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0
3:15 PM	0	0	0	0	0	0	0	2	2	0	0	0
3:30 PM	0	0	0	0	0	0	1	0	1	0	0	0
3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM	0	0	0	0	0	0	0	1	1	0	0	0
4:30 PM	0	0	0	0	0	0	1	0	1	0	0	0
4:45 PM	0	0	0	0	0	0	0	1	1	0	0	0
5:00 PM	0	0	0	0	0	0	2	0	2	0	0	0
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	1	1	2	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0
			0			0			10			0
												10

Time	CCW	CW	Total	CCW	CW	Total	CCW	CW	Total	CCW	CW	Total
3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0
3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0
3:45 PM	0	0	0	0	0	0	0	2	2	0	0	0
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM	0	0	0	0	0	0	0	1	1	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0
			0			0			0			0
												0
15:00:00	0	0				0	0			0	0	
15:15:00	0	0				0	0			0	8	
15:30:00	0	0				0	0			4	0	
15:45:00	0	0				0	0			0	8	
16:00:00	0	0				0	0			0	0	
16:15:00	0	0				0	0			8	4	
16:30:00	0	0				0	0			4	0	
16:45:00	0	0				0	0			4	4	
17:00:00	0	0				0	0			8	0	
17:15:00	0	0				0	0			0	0	
17:30:00	0	0				0	0			4	4	
17:45:00	0	0				0	0			0	0	

TRAFFIC STUDY - FULL

All Traffic Data Services

17 W BROADWAY & S PARK LOOP RD AM
Tuesday, July 23, 2019

Peak Hour
08:00 AM - 09:00 AM
Peak 15-Minutes
08:45 AM - 09:00 AM

Traffic Counts - All Vehicles

	193	194	195			196	197	198			199	200	201			202	203	204				
	S PARK LOOP RD					S PARK LOOP RD					W BROADWAY					W BROADWAY						
	Eastbound					Westbound					Northbound					Southbound						Rolling
Time	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	Total	Hour	
6:30 AM	0	66	1	3	0	0	2	0	2	0	0	1	146	0	0	0	6	95	40	0	362	1,903	1
6:45 AM	0	88	3	2	0	0	3	1	4	0	0	1	199	0	0	0	1	143	62	0	507	2,222	2
7:00 AM	0	75	4	1	0	0	2	3	10	0	0	4	187	3	0	0	3	119	54	0	465	2,539	3
7:15 AM	0	91	1	4	0	0	2	0	12	0	0	4	231	1	0	0	4	150	69	0	569	2,854	4
7:30 AM	0	97	1	4	0	0	2	4	10	0	0	6	314	0	0	0	1	181	61	0	681	3,001	5
7:45 AM	0	167	4	7	0	0	6	1	6	0	0	0	318	1	0	0	3	200	111	0	824	3,015	6
8:00 AM	0	143	3	8	0	0	4	0	12	0	0	5	295	1	0	0	4	222	83	0	780	3,072	7
8:15 AM	0	129	7	4	0	0	6	2	6	0	0	3	297	2	0	0	6	187	67	0	716	3,024	8
8:30 AM	0	115	1	12	0	0	2	2	12	0	0	1	278	0	0	0	4	184	84	0	695	3,002	9
8:45 AM	0	134	3	4	0	0	2	0	13	0	0	5	372	2	0	0	7	266	73	0	881	0	10
9:00 AM	0	119	6	8	0	0	3	3	18	0	0	2	293	1	0	0	12	190	77	0	732	0	11
9:15 AM	0	106	1	6	0	0	10	4	16	0	0	6	252	2	0	0	7	217	67	0	694	0	12
																					7,906	3524	

Peak Rolling Hour Flow Rates

	Eastbound					Westbound					Northbound					Southbound					
Vehicle Type	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	Total
Articulated Trucks	0	1	0	0	0	0	0	0	0	0	0	0	13	0	0	0	0	8	2	0	24
Lights	0	503	14	25	0	0	14	4	42	0	0	14	1,167	5	0	0	21	785	294	0	2,888
Mediums	0	17	0	3	0	0	0	0	1	0	0	0	62	0	0	0	0	66	11	0	160
Total	0	521	14	28	0	0	14	4	43	0	0	14	1,242	5	0	0	21	859	307	0	3,072
Bicycles on Crosswalk			0					7					7					0			14
Heavy Vehicle Percentage			3.7%					1.6%					5.9%					7.3%			6.0%
Heavy Vehicle Percentage	0.0%	3.5%	0.0%	10.7%	0.0%	0.0%	0.0%	0.0%	2.3%	0.0%	0.0%	0.0%	6.0%	0.0%	0.0%	0.0%	0.0%	8.6%	4.2%	0.0%	6.0%
Peak Hour Factor (PHF)			0.84					0.71					0.83					0.86			0.87
Peak Hour Factor (PHF)	0.00	0.83	0.61	0.65	0.00	0.00	0.75	0.56	0.82	0.00	0.00	0.63	0.83	0.42	0.00	0.00	0.63	0.81	0.78	0.00	0.87

Traffic Counts by Vehicle Type

	Eastbound					Westbound					Northbound					Southbound					
Time	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	Total
Articulated Trucks																					
6:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	3
6:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	3
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	2
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
7:30 AM	0	1	0	0	0	0	1	3	0	0	0	0	2	0	0	0	0	2	0	0	9
7:45 AM	0	2	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	4
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	4	2	0	8
8:15 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	3
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	1	0	0	6
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	1	0	0	7
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	2	0	0	3
9:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	1	0	0	5
Lights																					
6:30 AM	0	59	1	3	0	0	1	0	2	0	0	1	140	0	0	0	6	91	37	0	341
6:45 AM	0	86	3	2	0	0	3	1	4	0	0	1	196	0	0	0	1	137	62	0	496
7:00 AM	0	71	4	1	0	0	2	3	10	0	0	4	179	2	0	0	3	110	54	0	443
7:15 AM	0	86	1	4	0	0	2	0	10	0	0	4	218	1	0	0	4	142	67	0	539
7:30 AM	0	90	1	4	0	0	2	3	6	0	0	6	299	0	0	0	1	171	59	0	642
7:45 AM	0	162	4	7	0	0	6	1	6	0	0	0	303	1	0	0	3	189	111	0	793
8:00 AM	0	136	3	7	0	0	4	0	12	0	0	5	275	1	0	0	4	198	81	0	726
8:15 AM	0	122	7	4	0	0	6	2	6	0	0	3	280	2	0	0	6	171	64	0	673
8:30 AM	0	113	1	11	0	0	2	2	11	0	0	1	262	0	0	0	4	174	81	0	662
8:45 AM	0	132	3	3	0	0	2	0	13	0	0	5	350	2	0	0	7	242	68	0	827
9:00 AM	0	113	6	7	0	0	3	2	17	0	0	2	277	1	0	0	12	171	74	0	685
9:15 AM	0	101	1	5	0	0	10	4	16	0	0	6	236	2	0	0	7	197	63	0	648
Mediums																					
6:30 AM	0	6	0	0	0	0	1	0	0	0	0	0	5	0	0	0	0	3	3	0	18
6:45 AM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	8
7:00 AM	0	4	0	0	0	0	0	0	0	0	0	0	7	1	0	0	0	8	0	0	20
7:15 AM	0	5	0	0	0	0	0	0	2	0	0	0	11	0	0	0	0	8	2	0	28
7:30 AM	0	6	0	0	0	0	0	0	1	0	0	0	13	0	0	0	0	8	2	0	30
7:45 AM	0	3	0	0	0	0	0	0	0	0	0	0	13	0	0	0	0	11	0	0	27
8:00 AM	0	7	0	1	0	0	0	0	0	0	0	0	18	0	0	0	0	20	0	0	46
8:15 AM	0	6	0	0	0	0	0	0	0	0	0	0	17	0	0	0	0	14	3	0	40
8:30 AM	0	2	0	1	0	0	0	0	1	0	0	0	11	0	0	0	0	9	3	0	27
8:45 AM	0	2	0	1	0	0	0	0	0	0	0	0	16	0	0	0	0	23	5	0	47
9:00 AM	0	6	0	1	0	0	0	1	1	0	0	0	15	0	0	0	0	17	3	0	44
9:15 AM	0	5	0	1	0	0	0	0	0	0	0	0	12	0	0	0	0	19	4	0	41

Bicycles on Crosswalk

	Eastbound			Westbound			Northbound			Southbound		
Time	CCW	CW	Total	CCW	CW	Total	CCW	CW	Total	CCW	CW	Total
6:30 AM	0	0	0	0	0	0	1	0	1	0	0	0
6:45 AM	0	0	0	0	0	0	4	0	4	0	0	0
7:00 AM	0	0	0	1	1	2	1	3	4	0	0	0
7:15 AM	0	0	0	0	1	1	0	0	0	0	0	0
7:30 AM	0	0	0	1	0	1	1	0	1	0	0	0
7:45 AM	0	0	0	1	1	2	0	1	1	0	0	0
8:00 AM	0	0	0	1	1	2	1	1	2	0	0	0
8:15 AM	0	0	0	0	2	2	3	0	3	0	0	0
8:30 AM	0	0	0	1	2	3	1	0	1	0	0	0
8:45 AM	0	0	0	0	0	0	1	0	1	0	0	0
9:00 AM	0	0	0	0	0	0	1	0	1	0	0	0
9:15 AM	0	0	0	0	0	0	0	0	0	0	0	0
			0			13			19			0
												32

Pedestrians

	Eastbound			Westbound			Northbound			Southbound		

Time	CCW	CW	Total	CCW	CW	Total	CCW	CW	Total	CCW	CW	Total
6:30 AM	0	0	0	2	1	3	2	1	3	0	0	0
6:45 AM	0	0	0	2	2	4	0	1	1	0	0	0
7:00 AM	0	0	0	0	2	2	1	0	1	0	0	0
7:15 AM	0	0	0	0	1	1	0	2	2	0	0	0
7:30 AM	0	0	0	1	3	4	1	1	2	0	0	0
7:45 AM	0	0	0	1	0	1	2	5	7	0	0	0
8:00 AM	0	0	0	2	0	2	3	3	6	0	0	0
8:15 AM	0	0	0	0	0	0	1	2	3	0	0	0
8:30 AM	0	0	0	0	0	0	2	1	3	0	0	0
8:45 AM	0	0	0	0	1	1	0	1	1	0	0	0
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0
9:15 AM	0	0	0	1	0	1	1	0	1	0	0	0
			0			19			30			0
												49
												81

6:30:00	0	0	8	4	12	4	0	0			
6:45:00	0	0	8	8	16	4	0	0			
7:00:00	0	0	4	12	8	12	0	0			
7:15:00	0	0	0	8	0	8	0	0			
7:30:00	0	0	8	12	8	4	0	0			
7:45:00	0	0	8	4	8	24	0	0			
8:00:00	0	0	12	4	16	16	0	0			
8:15:00	0	0	0	8	16	8	0	0			
8:30:00	0	0	4	8	12	4	0	0			
8:45:00	0	0	0	4	4	4	0	0			
9:00:00	0	0	0	0	4	0	0	0			
9:15:00	0	0	4	0	4	0	0	0			

TRAFFIC STUDY - FULL

All Traffic Data Services

17 W BROADWAY & S PARK LOOP RD PM
Tuesday, July 23, 2019

Peak Hour
04:30 PM - 05:30 PM
Peak 15-Minutes
05:15 PM - 05:30 PM

Traffic Counts - All Vehicles

	193	194	195			196	197	198			199	200	201			202	203	204				
	S PARK LOOP RD					S PARK LOOP RD					W BROADWAY					W BROADWAY						
	Eastbound					Westbound					Northbound					Southbound						Rolling
Time	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	Total	Hour	
3:00 PM	0	88	6	10	0	0	5	4	12	0	0	1	240	2	0	0	12	317	82	0	779	3,211	13
3:15 PM	0	87	3	5	0	0	15	1	13	0	0	6	220	6	0	0	14	297	107	0	774	3,302	14
3:30 PM	0	77	5	14	0	0	4	3	11	0	0	3	251	5	0	0	10	320	110	0	813	3,423	15
3:45 PM	0	91	4	7	0	0	5	5	15	0	0	1	272	4	0	0	7	329	105	0	845	3,505	16
4:00 PM	0	123	9	10	0	0	7	1	19	0	0	1	287	5	0	0	11	302	95	0	870	3,484	17
4:15 PM	0	100	6	7	0	0	9	4	23	0	0	2	266	8	0	0	25	339	106	0	895	3,502	18
4:30 PM	0	84	7	8	0	0	6	3	17	0	0	5	265	2	0	0	18	356	124	0	895	3,536	19
4:45 PM	0	97	2	10	0	0	16	3	13	0	0	1	235	5	0	0	12	323	107	0	824	3,485	20
5:00 PM	0	107	2	16	0	0	6	3	18	0	0	2	257	2	0	0	8	356	111	0	888	3,450	21
5:15 PM	0	99	3	10	0	0	10	2	12	0	0	4	268	1	0	0	14	377	129	0	929	0	22
5:30 PM	0	89	2	4	0	0	5	2	11	0	0	4	255	3	0	0	7	349	113	0	844	0	23
5:45 PM	0	103	2	6	0	0	3	3	4	0	0	3	239	1	0	0	4	321	100	0	789	0	24
																					10,145	3716	

Peak Rolling Hour Flow Rates

	Eastbound					Westbound					Northbound					Southbound					
Vehicle Type	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	Total
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	1	3	0	0	8
Lights	0	377	13	42	0	0	36	11	60	0	0	12	997	10	0	0	51	1,359	460	0	3,428
Mediums	0	10	1	2	0	0	2	0	0	0	0	0	24	0	0	0	0	50	11	0	100
Total	0	387	14	44	0	0	38	11	60	0	0	12	1,025	10	0	0	52	1,412	471	0	3,536
Bicycles on Crosswalk			0					12					13					0			25
Heavy Vehicle Percentage			2.9%					1.8%					2.7%					3.4%			3.1%
Heavy Vehicle Percentage	0.0%	2.6%	7.1%	4.5%	0.0%	0.0%	5.3%	0.0%	0.0%	0.0%	0.0%	0.0%	2.7%	0.0%	0.0%	0.0%	1.9%	3.8%	2.3%	0.0%	3.1%
Peak Hour Factor (PHF)			0.82					0.84					0.95					0.93			0.95
Peak Hour Factor (PHF)	0.00	0.82	0.72	0.69	0.00	0.00	0.59	0.65	0.80	0.00	0.00	0.81	0.95	0.69	0.00	0.00	0.66	0.94	0.91	0.00	0.95

Traffic Counts by Vehicle Type

	Eastbound					Westbound					Northbound					Southbound					
Time	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	U-Turn	Left	Thru	Right	RTOR	Total
Articulated Trucks																					
3:00 PM	0	0	1	0	0	0	0	0	0	0	0	0	5	0	0	0	0	1	0	0	7
3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	3
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	1	0	5
3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	5	0	0	7
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	2
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	2	0	0	3
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	2
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	2
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	2
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
Lights																					
3:00 PM	0	87	4	8	0	0	5	3	12	0	0	1	223	2	0	0	11	296	80	0	732
3:15 PM	0	85	3	4	0	0	14	1	13	0	0	6	207	6	0	0	12	282	105	0	738
3:30 PM	0	75	5	14	0	0	4	3	11	0	0	3	238	5	0	0	10	295	102	0	765
3:45 PM	0	88	4	7	0	0	5	4	14	0	0	1	264	4	0	0	7	308	104	0	810
4:00 PM	0	119	9	10	0	0	7	1	19	0	0	1	273	5	0	0	11	292	89	0	836
4:15 PM	0	98	6	7	0	0	9	4	23	0	0	2	252	7	0	0	25	326	102	0	861
4:30 PM	0	82	6	7	0	0	5	3	17	0	0	5	259	2	0	0	17	344	122	0	869
4:45 PM	0	93	2	10	0	0	15	3	13	0	0	1	229	5	0	0	12	302	104	0	789
5:00 PM	0	104	2	15	0	0	6	3	18	0	0	2	251	2	0	0	8	345	106	0	862
5:15 PM	0	98	3	10	0	0	10	2	12	0	0	4	258	1	0	0	14	368	128	0	908
5:30 PM	0	87	2	4	0	0	5	2	11	0	0	4	251	3	0	0	7	343	108	0	827
5:45 PM	0	100	2	5	0	0	3	3	4	0	0	3	235	1	0	0	4	310	98	0	768
Mediums																					
3:00 PM	0	1	1	2	0	0	0	1	0	0	0	0	12	0	0	0	1	20	2	0	40
3:15 PM	0	2	0	1	0	0	1	0	0	0	0	0	13	0	0	0	2	12	2	0	33
3:30 PM	0	2	0	0	0	0	0	0	0	0	0	0	13	0	0	0	0	21	7	0	43
3:45 PM	0	3	0	0	0	0	0	1	1	0	0	0	6	0	0	0	0	16	1	0	28
4:00 PM	0	4	0	0	0	0	0	0	0	0	0	0	13	0	0	0	0	10	5	0	32
4:15 PM	0	2	0	0	0	0	0	0	0	0	0	0	13	1	0	0	0	11	4	0	31
4:30 PM	0	2	1	1	0	0	1	0	0	0	0	0	5	0	0	0	0	12	2	0	24
4:45 PM	0	4	0	0	0	0	1	0	0	0	0	0	6	0	0	0	0	19	3	0	33
5:00 PM	0	3	0	1	0	0	0	0	0	0	0	0	5	0	0	0	0	10	5	0	24
5:15 PM	0	1	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	9	1	0	19
5:30 PM	0	2	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	5	5	0	15
5:45 PM	0	3	0	1	0	0	0	0	0	0	0	0	4	0	0	0	0	10	2	0	20

Bicycles on Crosswalk

	Eastbound			Westbound			Northbound			Southbound		
Time	CCW	CW	Total	CCW	CW	Total	CCW	CW	Total	CCW	CW	Total
3:00 PM	0	0	0	0	0	0	1	1	2	0	0	0
3:15 PM	0	0	0	1	0	1	1	2	3	0	0	0
3:30 PM	0	0	0	0	0	0	1	0	1	0	0	0
3:45 PM	0	0	0	0	0	0	1	0	1	0	0	0
4:00 PM	0	0	0	0	4	4	1	0	1	0	0	0
4:15 PM	0	0	0	1	2	3	1	1	2	0	0	0
4:30 PM	0	0	0	1	3	4	0	1	1	0	0	0
4:45 PM	0	0	0	2	0	2	2	1	3	0	0	0
5:00 PM	0	0	0	2	1	3	2	2	4	0	0	0
5:15 PM	0	0	0	2	1	3	4	1	5	0	0	0
5:30 PM	0	0	0	2	2	4	2	2	4	0	0	0
5:45 PM	0	0	0	5	0	5	1	0	1	0	0	0
			0			29			28			0
												57

Pedestrians

	Eastbound			Westbound			Northbound			Southbound		

Time	CCW	CW	Total	CCW	CW	Total	CCW	CW	Total	CCW	CW	Total
3:00 PM	0	0	0	1	1	2	0	0	0	0	0	0
3:15 PM	0	0	0	0	3	3	0	0	0	0	0	0
3:30 PM	0	0	0	3	3	6	0	3	3	0	0	0
3:45 PM	0	0	0	0	0	0	1	0	1	0	0	0
4:00 PM	0	0	0	2	0	2	2	5	7	0	0	0
4:15 PM	0	0	0	1	1	2	1	2	3	0	0	0
4:30 PM	0	0	0	1	0	1	1	2	3	0	0	0
4:45 PM	0	0	0	1	0	1	2	2	4	0	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	1	2	3	1	3	4	0	0	0
5:30 PM	0	0	0	0	1	1	1	2	3	0	0	0
5:45 PM	1	0	1	1	2	3	3	3	6	0	0	0
			1			22			38			0
												61
												118
15:00:00	0	0		4	4		8	4		0	0	
15:15:00	0	0		4	4		16	8		0	0	
15:30:00	0	0		12	12		4	12		0	0	
15:45:00	0	0		0	0		8	0		0	0	
16:00:00	0	0		8	16		12	20		0	0	
16:15:00	0	0		8	12		8	12		0	0	
16:30:00	0	0		8	12		4	12		0	0	
16:45:00	0	0		12	0		16	12		0	0	
17:00:00	0	0		8	4		8	8		0	0	
17:15:00	0	0		12	12		20	16		0	0	
17:30:00	0	0		8	12		12	16		0	0	
17:45:00	4	0		24	8		16	12		0	0	

APPENDIX B

LOS Results

HALES ENGINEERING innovative transportation solutions

SimTraffic LOS Report

Project: WY Jackson - The Loop TIS
Analysis Period: *Existing (2022) Background*
Time Period: *Morning Peak Hour* **Project #:** *UT21-2075*

Intersection: U.S. 89 & South Park Loop Road
Type: Signalized

Approach	Movement	Demand Volume	Volume Served Avg	Volume Served %	Delay/Veh (sec) Avg	Delay/Veh (sec) LOS
NB	L	20	20	100	35.8	*D*
	T	1,390	1,386	100	12.0	*B*
	R	10	10	98	7.7	*A*
	Subtotal	1,420	1,416	100	12.3	*B*
SB	L	25	24	95	38.3	*D*
	T	960	967	101	9.4	*A*
	R	385	382	99	3.2	*A*
	Subtotal	1,370	1,373	100	8.2	*A*
EB	L	585	577	99	30.9	*C*
	T	21	22	104	32.7	*C*
	R	30	29	96	29.4	*C*
	Subtotal	636	628	99	30.9	*C*
WB	L	15	15	102	38.0	*D*
	T	5	6	114	37.6	*D*
	R	50	51	101	16.6	*B*
	Subtotal	70	72	103	22.8	*C*
Total		3,498	3,489	100	14.3	*B*

Intersection: South Park Loop Road & Gregory Lane
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served Avg	Volume Served %	Delay/Veh (sec) Avg	Delay/Veh (sec) LOS
NW	***L***	***15***	***16***	***108***	***13.8***	***B***
	R	245	241	98	7.9	*A*
	Subtotal	260	257	99	8.3	*A*
NE	T	390	391	100	1.2	*A*
	R	20	21	105	0.7	*A*
	Subtotal	410	412	100	1.2	*A*
SW	L	185	184	99	4.9	*A*
	T	226	224	99	0.9	*A*
	Subtotal	411	408	99	2.7	*A*
Total		1,082	1,077	100	3.5	*A*

HALES ENGINEERING
innovative transportation solutions

SimTraffic LOS Report

Project: WY Jackson - The Loop TIS
Analysis Period: *Existing (2022) Background*
Time Period: *Evening Peak Hour* **Project #:** *UT21-2075*

Intersection: U.S. 89 & South Park Loop Road
Type: Signalized

Approach	Movement	Demand Volume	Volume Served Avg	Volume Served %	Delay/Veh (sec) Avg	Delay/Veh (sec) LOS
NB	L	15	18	118	88.4	*F*
	T	1,150	1,147	100	10.0	*A*
	R	15	14	92	6.6	*A*
	Subtotal	1,180	1,179	100	11.2	*B*
SB	L	60	57	95	29.9	*C*
	T	1,580	1,566	99	11.8	*B*
	R	530	535	101	4.7	*A*
	Subtotal	2,170	2,158	99	10.5	*B*
EB	L	435	419	96	37.7	*D*
	T	16	20	123	40.9	*D*
	R	50	50	100	34.2	*C*
	Subtotal	501	489	98	37.5	*D*
WB	L	45	39	87	50.4	*D*
	T	15	16	105	51.6	*D*
	R	70	67	95	19.2	*B*
	Subtotal	130	122	94	33.4	*C*
Total		3,982	3,948	99	14.8	*B*

Intersection: South Park Loop Road & Gregory Lane
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served Avg	Volume Served %	Delay/Veh (sec) Avg	Delay/Veh (sec) LOS
NW	***L***	***15***	***15***	***98***	***12.6***	***B***
	R	205	205	100	5.2	*A*
	Subtotal	220	220	100	5.7	*A*
NE	T	295	287	97	0.9	*A*
	R	15	14	92	0.4	*A*
	Subtotal	310	301	97	0.9	*A*
SW	L	215	219	102	4.3	*A*
	T	346	351	101	1.1	*A*
	Subtotal	561	570	102	2.3	*A*
Total		1,092	1,091	100	2.6	*A*

HALES ENGINEERING
innovative transportation solutions

SimTraffic LOS Report

Project: WY Jackson - The Loop TIS
Analysis Period: *Future (2023) Background*
Time Period: *Morning Peak Hour* **Project #:** *UT21-2075*

Intersection: U.S. 89 & South Park Loop Road
Type: Signalized

Approach	Movement	Demand Volume	Volume Served Avg	Volume Served %	Delay/Veh (sec) Avg	Delay/Veh (sec) LOS
NB	L	25	24	95	35.2	*D*
	T	1,445	1,466	101	13.3	*B*
	R	10	11	107	8.0	*A*
	Subtotal	1,480	1,501	101	13.6	*B*
SB	L	25	26	103	43.1	*D*
	T	1,000	1,001	100	9.7	*A*
	R	400	393	98	3.4	*A*
	Subtotal	1,425	1,420	100	8.6	*A*
EB	L	610	587	96	31.2	*C*
	T	20	19	95	35.6	*D*
	R	35	38	109	29.2	*C*
	Subtotal	665	644	97	31.2	*C*
WB	L	20	20	100	34.1	*C*
	T	5	5	95	40.1	*D*
	R	55	59	108	19.1	*B*
	Subtotal	80	84	105	23.9	*C*
Total		3,650	3,649	100	15.0	*B*

Intersection: South Park Loop Road & Gregory Lane
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served Avg	Volume Served %	Delay/Veh (sec) Avg	Delay/Veh (sec) LOS
NW	***L***	***20***	***19***	***95***	***16.6***	***C***
	R	255	248	97	8.9	*A*
	Subtotal	275	267	97	9.4	*A*
NE	T	410	402	98	1.3	*A*
	R	25	25	99	0.6	*A*
	Subtotal	435	427	98	1.3	*A*
SW	L	190	188	99	5.3	*A*
	T	240	232	97	0.9	*A*
	Subtotal	430	420	98	2.9	*A*
Total		1,141	1,114	98	3.8	*A*

HALES ENGINEERING
innovative transportation solutions

SimTraffic LOS Report

Project: WY Jackson - The Loop TIS
Analysis Period: *Future (2023) Background*
Time Period: *Evening Peak Hour* **Project #:** *UT21-2075*

Intersection: U.S. 89 & South Park Loop Road
Type: Signalized

Approach	Movement	Demand Volume	Volume Served Avg	Volume Served %	Delay/Veh (sec) Avg	Delay/Veh (sec) LOS
NB	L	20	21	104	104.8	*F*
	T	1,195	1,213	102	11.8	*B*
	R	20	18	89	7.7	*A*
	Subtotal	1,235	1,252	101	13.3	*B*
SB	L	65	66	102	36.8	*D*
	T	1,645	1,669	101	14.6	*B*
	R	550	560	102	5.4	*A*
	Subtotal	2,260	2,295	102	13.0	*B*
EB	L	450	446	99	36.8	*D*
	T	21	19	90	35.8	*D*
	R	55	57	104	34.9	*C*
	Subtotal	526	522	99	36.6	*D*
WB	L	50	52	104	47.1	*D*
	T	15	13	85	49.5	*D*
	R	75	78	104	18.1	*B*
	Subtotal	140	143	102	31.5	*C*
Total		4,162	4,212	101	16.7	*B*

Intersection: South Park Loop Road & Gregory Lane
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served Avg	Volume Served %	Delay/Veh (sec) Avg	Delay/Veh (sec) LOS
NW	***L***	***20***	***21***	***104***	***14.3***	***B***
	R	215	213	99	7.2	*A*
	Subtotal	235	234	100	7.8	*A*
NE	T	310	312	101	1.0	*A*
	R	20	21	104	0.5	*A*
	Subtotal	330	333	101	1.0	*A*
SW	L	225	230	102	4.5	*A*
	T	361	366	101	1.1	*A*
	Subtotal	586	596	102	2.4	*A*
Total		1,152	1,163	101	3.1	*A*

HALES ENGINEERING
innovative transportation solutions

SimTraffic LOS Report

Project: WY Jackson - The Loop TIS
Analysis Period: *Future (2023) Plus Project*
Time Period: *Morning Peak Hour* **Project #:** *UT21-2075*

Intersection: U.S. 89 & South Park Loop Road
Type: Signalized

Approach	Movement	Demand Volume	Volume Served Avg	Volume Served %	Delay/Veh (sec) Avg	Delay/Veh (sec) LOS
NB	L	27	27	99	44.2	*D*
	T	1,445	1,457	101	13.8	*B*
	R	10	10	98	9.2	*A*
	Subtotal	1,482	1,494	101	14.3	*B*
SB	L	25	22	87	44.7	*D*
	T	1,000	1,010	101	10.5	*B*
	R	415	407	98	3.5	*A*
	Subtotal	1,440	1,439	100	9.0	*A*
EB	L	663	665	100	33.5	*C*
	T	21	19	92	33.0	*C*
	R	41	39	95	32.5	*C*
	Subtotal	725	723	100	33.4	*C*
WB	L	20	18	90	36.8	*D*
	T	5	6	114	44.4	*D*
	R	55	55	100	20.8	*C*
	Subtotal	80	79	99	26.2	*C*
Total		3,727	3,735	100	16.3	*B*

Intersection: South Park Loop Road & Gregory Lane
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served Avg	Volume Served %	Delay/Veh (sec) Avg	Delay/Veh (sec) LOS
NW	***L***	***20***	***16***	***80***	***21.2***	***C***
	R	255	257	101	11.5	*B*
	Subtotal	275	273	99	12.1	*B*
NE	T	469	470	100	1.7	*A*
	R	25	25	99	1.1	*A*
	Subtotal	494	495	100	1.7	*A*
SW	L	190	190	100	5.5	*A*
	T	258	251	97	1.0	*A*
	Subtotal	448	441	98	2.9	*A*
Total		1,218	1,209	99	4.5	*A*

HALES ENGINEERING
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SimTraffic LOS Report

Project: WY Jackson - The Loop TIS
Analysis Period: *Future (2023) Plus Project*
Time Period: *Morning Peak Hour* **Project #:** *UT21-2075*

Intersection: Access 1 & South Park Loop Road
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	***R***	***3***	***2***	***67***	***4.7***	***A***
	Subtotal	3	2	67	4.7	*A*
EB	T	491	492	100	0.2	*A*
	Subtotal	491	492	100	0.2	*A*
WB	L	1	1	100	2.9	*A*
	T	276	263	95	0.7	*A*
	Subtotal	277	264	95	0.7	*A*
Total		771	758	98	0.4	*A*

Intersection: Access 2 & South Park Loop Road
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	***L***	***3***	***3***	***100***	***6.8***	***A***
	R	53	52	99	4.4	*A*
	Subtotal	56	55	98	4.5	*A*
EB	T	438	439	100	0.2	*A*
	R	1	2	200	0.0	*A*
	Subtotal	439	441	100	0.2	*A*
WB	L	15	14	95	3.2	*A*
	T	262	250	96	0.2	*A*
	Subtotal	277	264	95	0.4	*A*
Total		771	760	99	0.6	*A*

HALES ENGINEERING
innovative transportation solutions

SimTraffic LOS Report

Project: WY Jackson - The Loop TIS
Analysis Period: *Future (2023) Plus Project*
Time Period: *Morning Peak Hour* **Project #:** *UT21-2075*

Intersection: Access 3 & South Park Loop Road
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	***R***	***3***	***3***	***100***	***3.8***	***A***
	Subtotal	3	3	100	3.8	*A*
EB	T	436	438	101	0.3	*A*
	Subtotal	436	438	100	0.3	*A*
WB	L	1	1	100	2.0	*A*
	T	264	252	96	0.1	*A*
	Subtotal	265	253	95	0.1	*A*
Total		704	694	99	0.3	*A*

HALES ENGINEERING
innovative transportation solutions

SimTraffic LOS Report

Project: WY Jackson - The Loop TIS
Analysis Period: *Future (2023) Plus Project*
Time Period: *Evening Peak Hour* **Project #:** *UT21-2075*

Intersection: U.S. 89 & South Park Loop Road
Type: Signalized

Approach	Movement	Demand Volume	Volume Served Avg	Volume Served %	Delay/Veh (sec) Avg	Delay/Veh (sec) LOS
NB	L	25	24	95	131.7	*F*
	T	1,195	1,208	101	11.8	*B*
	R	20	23	114	7.7	*A*
	Subtotal	1,240	1,255	101	14.0	*B*
SB	L	65	65	100	35.8	*D*
	T	1,645	1,647	100	15.0	*B*
	R	592	588	99	5.4	*A*
	Subtotal	2,302	2,300	100	13.1	*B*
EB	L	477	478	100	37.1	*D*
	T	20	18	89	40.8	*D*
	R	58	56	97	35.8	*D*
	Subtotal	555	552	99	37.1	*D*
WB	L	50	49	98	46.8	*D*
	T	15	16	105	50.6	*D*
	R	75	71	94	17.9	*B*
	Subtotal	140	136	97	32.2	*C*
Total		4,239	4,243	100	17.2	*B*

Intersection: South Park Loop Road & Gregory Lane
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served Avg	Volume Served %	Delay/Veh (sec) Avg	Delay/Veh (sec) LOS
NW	***L***	***20***	***20***	***99***	***17.8***	***C***
	R	215	213	99	7.2	*A*
	Subtotal	235	233	99	8.1	*A*
NE	T	340	342	101	1.4	*A*
	R	20	21	104	0.8	*A*
	Subtotal	360	363	101	1.4	*A*
SW	L	225	217	96	4.6	*A*
	T	408	412	101	1.1	*A*
	Subtotal	633	629	99	2.3	*A*
Total		1,229	1,225	100	3.1	*A*

HALES ENGINEERING
innovative transportation solutions

SimTraffic LOS Report

Project: WY Jackson - The Loop TIS
Analysis Period: *Future (2023) Plus Project*
Time Period: *Evening Peak Hour* **Project #:** *UT21-2075*

Intersection: Access 1 & South Park Loop Road
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served Avg	Volume Served %	Delay/Veh (sec) Avg	Delay/Veh (sec) LOS
NB	***R***	***2***	***2***	***100***	***3.6***	***A***
	Subtotal	2	2	100	3.6	*A*
EB	T	358	360	100	0.1	*A*
	Subtotal	358	360	101	0.1	*A*
WB	L	2	2	100	2.3	*A*
	T	426	429	101	1.1	*A*
	Subtotal	428	431	101	1.1	*A*
Total		788	793	101	0.7	*A*

Intersection: Access 2 & South Park Loop Road
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served Avg	Volume Served %	Delay/Veh (sec) Avg	Delay/Veh (sec) LOS
NB	***L***	***2***	***2***	***100***	***8.7***	***A***
	R	26	27	103	4.1	*A*
	Subtotal	28	29	104	4.4	*A*
EB	T	332	332	100	0.1	*A*
	R	3	3	100	0.0	*A*
	Subtotal	335	335	100	0.1	*A*
WB	L	43	45	105	2.6	*A*
	T	382	383	100	0.5	*A*
	Subtotal	425	428	101	0.7	*A*
Total		788	792	100	0.6	*A*

HALES ENGINEERING
innovative transportation solutions

SimTraffic LOS Report

Project: WY Jackson - The Loop TIS
Analysis Period: *Future (2023) Plus Project*
Time Period: *Evening Peak Hour* **Project #:** *UT21-2075*

Intersection: Access 3 & South Park Loop Road
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	*R*	*2*	*1*	*50*	*4.2*	*A*
	Subtotal	2	1	50	4.2	*A*
EB	T	333	334	100	0.2	*A*
	Subtotal	333	334	100	0.2	*A*
WB	L	2	2	100	2.5	*A*
	T	382	382	100	0.2	*A*
	Subtotal	384	384	100	0.2	*A*
Total		719	719	100	0.2	*A*

HALES ENGINEERING
innovative transportation solutions

APPENDIX C

Site Plan


N
SOUTH PARK LOOP ROAD COUNTRY ROAD NO. 22
PROPERTY LINE
STAIR
ELEV
DW
PKG
ADMIN
CRC
MECH
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE

JACKSON/TETON COUNTY AFFORDABLE HOUSING

Livability Standards Questionnaire

Housing Mitigation Plan

Development Name Loop Apartments

Physical Address 150, 160, & 180 South Park Loop Road

Owner Name Mogul Capital - Rachel Lambert

Owner Phone 602-885-2342 E-mail RachelL@mogulcapital.com

Applicant/Agent Name Jackson Ferguson

Applicant/Agent Phone 3072649070 E-mail jferguson@ffkr.com

Primary Contact: X Owner X Applicant/Agent

Please complete this form for each unit type. Complete each question that applies to your application. If it doesn't apply mark N/A in the blank.

Unit Type:

Number of bedrooms 1 Square Feet 499 Ownership ☐ Rental ☐

Kitchen

Lineal feet of base cabinets 7' Lineal Feet of upper cabinets 5'

Continuous Lineal feet of countertops 3' Countertop Material GRANITE

Sink width 30" Range/Oven width 30" Refrigerator cubic feet 20

Dishwasher width 24" Garbage Disposal? Yes ☐ No ☐

List other appliances provided _____

List Warranties on appliances (years): Range/Oven 1 Refrigerator 1 Dishwasher 1

Garbage Disposal ☒ Other _____

Bathrooms

Number of bathrooms _ Does at least one bathroom contain the following?

Toilet ☐ Bathtub ☐ Shower ☐ Sink ☐

Bathroom must contain a minimum of four square feet of storage. Describe how bathroom storage is being provided SINK BASE CABINET W/ 1' ADDITIONAL BASE CABINET W/ SLIDE OUT DRAWERS

Closets and Storage Areas

Does each bedroom have a closet? Yes ☐ No ☐

Does each bedroom closet contain a shelf and rod? Yes ☐ No ☐

Bedroom closet width: bedroom 1 6' bedroom 2 _____ bedroom 3 _____

Bedroom closet height: bedroom 1 8' bedroom 2 _____ bedroom 3 _____

Does the entryway have a closet? Yes ☐ No ☒ If no, describe how adequate storage for coats, shoes/boots is being provided Bedroom Closet can be used for these resident items.

Linen closet width: Linen closet 1 30" Linen closet 2 _____

Additional storage square feet 30

Describe how additional storage requirement is being met Storage closets are being provided in the parking garage for all resident units

Closet door type (doors not required on interior storage) Sliding Door

Are all closets a minimum of 26 inches deep? Yes ☐ No ☐

Floor Coverings

Describe floor covering material:

Living room LVT Bedroom(s) LVT

Kitchen LVT Bathroom(s) LVT

Warranty for each flooring type 1 year

Room Sizes and Shape

Provide Measurement from the narrowest part of the room; length x width.

Kitchen 10'x12' Dining N/A

Bedroom 1 10'x12' Bedroom 2 _____ Bedroom 3 _____

Functional Furniture Placement diagram attached? Yes ☐ No ☐

LIVABILITY STANDARDS - 1 BEDROOM

Windows/Noise Mitigation

Does each living area and bedroom have a window that can be opened? Yes ☐ No ☐

For units that share walls with other residential or non-residential spaces, please describe noise mitigation being provided. Minimum STC rating of 50 required for all demising and corridor walls that is achieved by adding sound attentuation batt insulation, 1/2" resilient channels and drywall.

What is the Sound Transmission Class (STC) rating on all windows? 28-32 STC rating

Are blinds being provided? Yes ☐ No ☐ If yes, on which windows and what type? Bedroom and Living Room Windows

Laundry

Are washer/dryer hookups being provided (required in ownership units)? Yes ☐ No ☐

Heating and Hot Water

Warranty on furnace, boiler, or hot water heater (5 year minimum) 5 year minimum

Size of hot water heater 50 gal.

Other Design Features

The following features are encouraged and may be used in the place of other requirements with approval from the Housing Department:

Describe any built in storage such as drawers under beds, stairs, etc. N/A

Describe creative shelving N/A

Describe laundry area Stackable Washer & Dryer w/ Water Heater above

Describe extra storage for recreational equipment Storage closet will be provided in the parking garage.

Describe extra cabinetry

Describe extra closets

Please attach additional pages if needed.

JACKSON/TETON COUNTY AFFORDABLE HOUSING

Livability Standards Questionnaire

Housing Mitigation Plan

Development Name Loop Apartments

Physical Address 150, 160, & 180 South Park Loop Road

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Owner Phone 602-885-2342 E-mail RachelL@mogulcapital.com

Applicant/Agent Name Jackson Ferguson

Applicant/Agent Phone 3072649070 E-mail jferguson@ffkr.com

Primary Contact: X Owner X Applicant/Agent

Please complete this form for each unit type. Complete each question that applies to your application. If it doesn't apply mark N/A in the blank.

Unit Type:

Number of bedrooms 2 Square Feet 1087 Ownership ☐ Rental ☐

Kitchen

Lineal feet of base cabinets 8' Lineal Feet of upper cabinets 8'

Continuous Lineal feet of countertops 3' Countertop Material GRANITE

Sink width 32" Range/Oven width 30" Refrigerator cubic feet 25

Dishwasher width 24" Garbage Disposal? Yes ☐ No ☐

List other appliances provided _____

List Warranties on appliances (years): Range/Oven 1 Refrigerator 1 Dishwasher 1

Garbage Disposal ☒ Other _____

Bathrooms

Number of bathrooms _ Does at least one bathroom contain the following?

Toilet ☐ Bathtub ☐ Shower ☐ Sink ☐

Bathroom must contain a minimum of four square feet of storage. Describe how bathroom storage is being provided SINK BASE CABINET W/ 1' ADDITIONAL BASE CABINET W/ SLIDE OUT DRAWERS

Closets and Storage Areas

Does each bedroom have a closet? Yes ☐ No ☐

Does each bedroom closet contain a shelf and rod? Yes ☐ No ☐

Bedroom closet width: bedroom 1 8' bedroom 2 8' bedroom 3 _____

Bedroom closet height: bedroom 1 8' bedroom 2 8' bedroom 3 _____

Does the entryway have a closet? Yes ☒ No ☐ If no, describe how adequate storage for coats, shoes/boots is being provided _____

Linen closet width: Linen closet 1 2' Linen closet 2 2'

Additional storage square feet 40

Describe how additional storage requirement is being met Storage closets are being provided in the parking garage for all resident units

Closet door type (doors not required on interior storage) Sliding door

Are all closets a minimum of 26 inches deep? Yes ☐ No ☐

Floor Coverings

Describe floor covering material:

Living room LVT Bedroom(s) LVT

Kitchen LVT Bathroom(s) LVT

Warranty for each flooring type 1 year

Room Sizes and Shape

Provide Measurement from the narrowest part of the room; length x width.

Kitchen 12'x9' Dining 8' KITCHEN ISLAND

Bedroom 1 15'X12' Bedroom 2 15'x12' Bedroom 3 _____

Functional Furniture Placement diagram attached? Yes ☐ No ☐

LIVABILITY STANDARDS - 2 BEDROOM

Windows/Noise Mitigation

Does each living area and bedroom have a window that can be opened? Yes ☐ No ☐

For units that share walls with other residential or non-residential spaces, please describe noise mitigation being provided. Minimum STC rating of 50 required for all demising and corridor walls that is achieved by adding sound attentuation batt insulation, 1/2" resilient channels and drywall sealed joints.

What is the Sound Transmission Class (STC) rating on all windows? 26-32 STC rating

Are blinds being provided? Yes ☐ No ☐ If yes, on which windows and what type? Bedroom and Living Room Windows

Laundry

Are washer/dryer hookups being provided (required in ownership units)? Yes ☐ No ☐

Heating and Hot Water

Warranty on furnace, boiler, or hot water heater (5 year minimum) 5 year minimum

Size of hot water heater 50 gal.

Other Design Features

The following features are encouraged and may be used in the place of other requirements with approval from the Housing Department:

Describe any built in storage such as drawers under beds, stairs, etc. N/A

Describe creative shelving N/A

Describe laundry area Stackable Washer & Dryer w/ water heater above.

Describe extra storage for recreational equipment Resident storage will be provided in the parking garage.

Describe extra cabinetry

Describe extra closets

Please attach additional pages if needed.

JACKSON/TETON COUNTY AFFORDABLE HOUSING

Livability Standards Questionnaire

Housing Mitigation Plan

Development Name Loop Apartments

Physical Address 150, 160, & 180 South Park Loop Road

Owner Name Mogul Capital - Rachel Lambert

Owner Phone 602-885-2342 E-mail RachelL@mogulcapital.com

Applicant/Agent Name Jackson Ferguson

Applicant/Agent Phone 3072649070 E-mail jferguson@ffkr.com

Primary Contact: X Owner X Applicant/Agent

Please complete this form for each unit type. Complete each question that applies to your application. If it doesn't apply mark N/A in the blank.

Unit Type:

Number of bedrooms 3 Square Feet 1138 Ownership ☐ Rental ☐

Kitchen

Lineal feet of base cabinets 8' Lineal Feet of upper cabinets 8'

Continuous Lineal feet of countertops 3' Countertop Material GRANITE

Sink width 32" Range/Oven width 30" Refrigerator cubic feet 25

Dishwasher width 24" Garbage Disposal? Yes ☐ No ☐

List other appliances provided _____

List Warranties on appliances (years): Range/Oven 1 Refrigerator 1 Dishwasher 1

Garbage Disposal ☒ Other _____

Bathrooms

Number of bathrooms _ Does at least one bathroom contain the following?

Toilet ☐ Bathtub ☐ Shower ☐ Sink ☐

Bathroom must contain a minimum of four square feet of storage. Describe how bathroom storage is being provided SINK BASE CABINET W/ 1' ADDITIONAL BASE CABINET W/ SLIDE OUT DRAWERS

Closets and Storage Areas

Does each bedroom have a closet? Yes ☐ No ☐

Does each bedroom closet contain a shelf and rod? Yes ☐ No ☐

Bedroom closet width: bedroom 1 8' bedroom 2 8' bedroom 3 8'

Bedroom closet height: bedroom 1 8' bedroom 2 8' bedroom 3 8'

Does the entryway have a closet? Yes ☒ No ☐ If no, describe how adequate storage for coats, shoes/boots is being provided _____

Linen closet width: Linen closet 1 2' Linen closet 2 2'

Additional storage square feet 50

Describe how additional storage requirement is being met Storage closets are being provided in the parking garage for all resident units

Closet door type (doors not required on interior storage) Sliding door and bi-fold doors

Are all closets a minimum of 26 inches deep? Yes ☐ No ☐

Floor Coverings

Describe floor covering material:

Living room LVT Bedroom(s) LVT

Kitchen LVT Bathroom(s) LVT

Warranty for each flooring type 1 year

Room Sizes and Shape

Provide Measurement from the narrowest part of the room; length x width.

Kitchen 12'X9' Dining 8' Kitchen Island

Bedroom 1 15'X12' Bedroom 2 9'x12' Bedroom 3 9'x12'

Functional Furniture Placement diagram attached? Yes ☐ No ☐

LIVABILITY STANDARDS - 3 BEDROOM

Windows/Noise Mitigation

Does each living area and bedroom have a window that can be opened? Yes [] No [ ]

For units that share walls with other residential or non-residential spaces, please describe noise mitigation being provided. Minimum STC rating of 50 required for all demising and corridor walls that is achieved by adding sound attentuation batt insulation, 1/2" resilient channels and drywall sealed joints.

What is the Sound Transmission Class (STC) rating on all windows? 26-32 STC rating

Are blinds being provided? Yes [ ] No [ ] If yes, on which windows and what type? Bedroom and Living Room Windows

Laundry

Are washer/dryer hookups being provided (required in ownership units)? Yes [ ] No [ ]

Heating and Hot Water

Warranty on furnace, boiler, or hot water heater (5 year minimum) 5 year minimum

Size of hot water heater 50 gal.

Other Design Features

The following features are encouraged and may be used in the place of other requirements with approval from the Housing Department:

Describe any built in storage such as drawers under beds, stairs, etc. N/A

Describe creative shelving N/A

Describe laundry area Stackable Washer & Dryer w/ Water heater above.

Describe extra storage for recreational equipment Storage will be provided in the parking garage for all resident units.

Describe extra cabinetry

Describe extra closets

Please attach additional pages if needed.

JACKSON/TETON COUNTY AFFORDABLE HOUSING

Livability Standards Questionnaire

Housing Mitigation Plan

Development Name Loop Apartments

Physical Address 150, 160, & 180 South Park Loop Road

Owner Name Mogul Capital - Rachel Lambert

Owner Phone 602-885-2342 E-mail RachelL@mogulcapital.com

Applicant/Agent Name Jackson Ferguson

Applicant/Agent Phone 3072649070 E-mail jferguson@ffkr.com

Primary Contact: X Owner X Applicant/Agent

Please complete this form for each unit type. Complete each question that applies to your application. If it doesn't apply mark N/A in the blank.

Unit Type:

Number of bedrooms 1 STUDIO Square Feet 398 Ownership ☐ Rental ☐

Kitchen

Lineal feet of base cabinets 4' Lineal Feet of upper cabinets 11'

Continuous Lineal feet of countertops 3' Countertop Material GRANITE

Sink width 24" Range/Oven width 24" Refrigerator cubic feet 18

Dishwasher width 18" Garbage Disposal? Yes ☐ No ☐

List other appliances provided _____

List Warranties on appliances (years): Range/Oven 1 Refrigerator 1 Dishwasher 1

Garbage Disposal ☒ Other _____

Bathrooms

Number of bathrooms _ Does at least one bathroom contain the following?

Toilet ☐ Bathtub ☐ Shower ☐ Sink ☐

Bathroom must contain a minimum of four square feet of storage. Describe how bathroom storage is being provided SINK BASE CABINET W/ 1' ADDITIONAL BASE CABINET W/ SLIDE OUT DRAWERS

Closets and Storage Areas

Does each bedroom have a closet? Yes ☐ No ☐

Does each bedroom closet contain a shelf and rod? Yes ☐ No ☐

Bedroom closet width: bedroom 1 5' bedroom 2 _____ bedroom 3 _____

Bedroom closet height: bedroom 1 8' bedroom 2 _____ bedroom 3 _____

Does the entryway have a closet? Yes ☒ No ☐ If no, describe how adequate storage for coats, shoes/boots is being provided _____

Linen closet width: Linen closet 1 2' Linen closet 2 _____

Additional storage square feet 25

Describe how additional storage requirement is being met Storage closets are being provided in the parking garage for all resident units

Closet door type (doors not required on interior storage) Bi-fold doors

Are all closets a minimum of 26 inches deep? Yes ☐ No ☐

Floor Coverings

Describe floor covering material:

Living room LVT Bedroom(s) LVT

Kitchen LVT Bathroom(s) LVT

Warranty for each flooring type 1 year

Room Sizes and Shape

Provide Measurement from the narrowest part of the room; length x width.

Kitchen 6'x11' Dining N/A

Bedroom 1 10'x12' Bedroom 2 _____ Bedroom 3 _____

Functional Furniture Placement diagram attached? Yes ☐ No ☐

Windows/Noise Mitigation

Does each living area and bedroom have a window that can be opened? Yes [] No [ ]

For units that share walls with other residential or non-residential spaces, please describe noise mitigation being provided. Minimum STC rating of 50 required for all demising and corridor walls that is achieved by adding sound attentuation batt insulation, 1/2" resilient channels and drywall.

What is the Sound Transmission Class (STC) rating on all windows? 28-32 STC rating

Are blinds being provided? Yes [ ] No [ ] If yes, on which windows and what type? Bedroom and Living Room Windows

Laundry

Are washer/dryer hookups being provided (required in ownership units)? Yes [ ] No [ ]

Heating and Hot Water

Warranty on furnace, boiler, or hot water heater (5 year minimum) 5 year minimum

Size of hot water heater 50 gal.

Other Design Features

The following features are encouraged and may be used in the place of other requirements with approval from the Housing Department:

Describe any built in storage such as drawers under beds, stairs, etc. N/A

Describe creative shelving N/A

Describe laundry area Stackable Washer & Dryer w/ Water heater above.

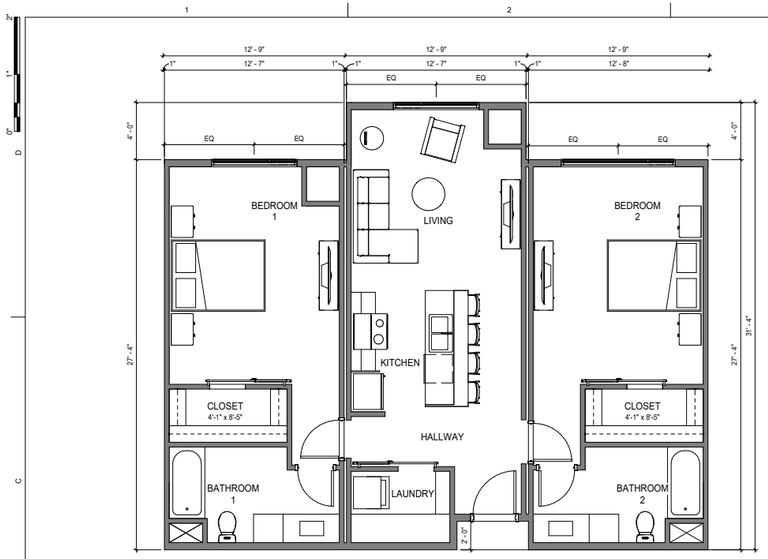
Describe extra storage for recreational equipment Storage will be provided in the parking garage.

Describe extra cabinetry

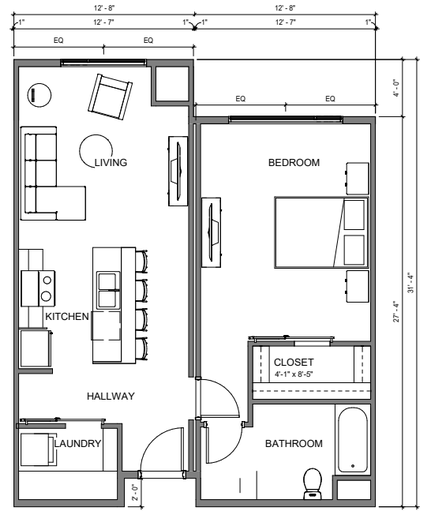
Describe extra closets

Please attach additional pages if needed.

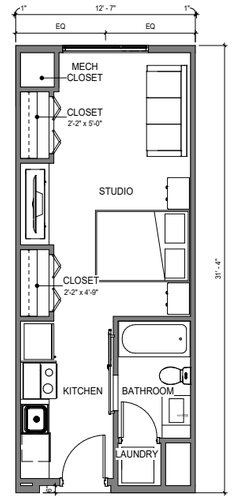
LIVABILITY STANDARDS - QUESTIONNAIRE



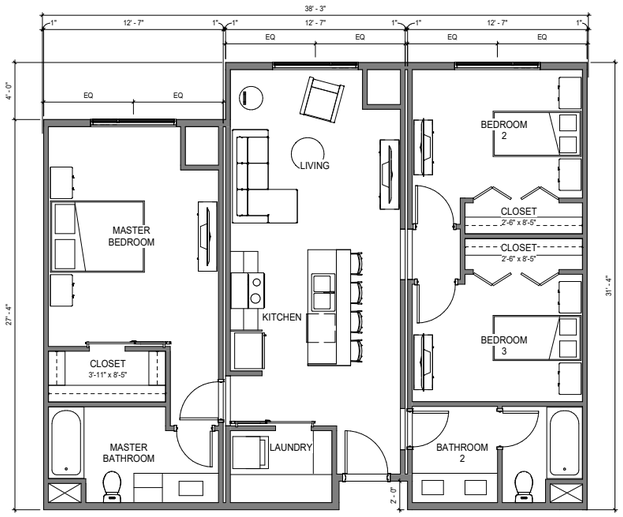
B1 ENLARGED UNIT TYPE "F" FLOOR PLAN
SCALE: 1/4" = 1'-0"



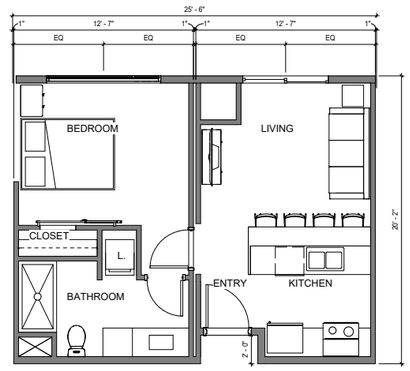
B3 ENLARGED UNIT TYPE "C" FLOOR PLAN
SCALE: 1/4" = 1'-0"



B5 ENLARGED UNIT TYPE "A" FLOOR PLAN
SCALE: 1/4" = 1'-0"



A1 ENLARGED UNIT TYPE "G" FLOOR PLAN
SCALE: 1/4" = 1'-0"



A3 ENLARGED UNIT TYPE "B" FLOOR PLAN
SCALE: 1/4" = 1'-0"

REFERENCE NOTES

11/2/2022 10:20:37 AM

FFKR ARCHITECTS
730 Pacific Avenue · Salt Lake City, Utah 84104
O 801.521.6186 · FFKR.COM

MOGUL CAPITAL
Mogul Capital, LLC
270 E. Main Street
Ste 109, Midway UT
84049
435.654.5030

THE LOOP - APARTMENTS
1050, 1060 & 1080 S. PARK LOOP RD.
JACKSON, WYOMING

△ DATE REVISION

PROJECT NUMBER 22078

ENLARGED UNIT TYPE FLOOR PLANS

DR101

JACKSON/TETON COUNTY AFFORDABLE HOUSING

Livability Standards Questionnaire

Housing Mitigation Plan

Development Name Loop Apartments

Physical Address 1050, 1060, & 1080 South Park Loop Road

Owner Name Mogul Capital

Owner Phone 602-885-2342 E-mail RachelL@mogulcapital.com

Applicant/Agent Name Jackson Ferguson

Applicant/Agent Phone 801-520-5265 E-mail jferguson@ffkr.com

Primary Contact: _____ Owner X Applicant/Agent

Please complete this form for each unit type. Complete each question that applies to your application. If it doesn't apply mark N/A in the blank.

Unit Type:

Number of bedrooms 1 Square Feet 398 Ownership ☐ Rental ☐

Kitchen

Lineal feet of base cabinets 4' Lineal Feet of upper cabinets 11'

Continuous Lineal feet of countertops 3' Countertop Material granite

Sink width 2' Range/Oven width 30" Refrigerator cubic feet 18

Dishwasher width 18" Garbage Disposal? Yes ☒ No ☐

List other appliances provided Microwave above range

List Warranties on appliances (years): Range/Oven 1 Refrigerator 1 Dishwasher 1

Garbage Disposal ☒ Other _____

Bathrooms

Number of bathrooms _ Does at least one bathroom contain the following?

Toilet ☐ Bathtub ☐ Shower ☒ Sink ☐

Bathroom must contain a minimum of four square feet of storage. Describe how bathroom storage is being provided Base cabinet below the bathroom sink.

Closets and Storage Areas

Does each bedroom have a closet? Yes ☐ No ☐

Does each bedroom closet contain a shelf and rod? Yes ☐ No ☐

Bedroom closet width: bedroom 1 6' bedroom 2 _____ bedroom 3 _____

Bedroom closet height: bedroom 1 8' bedroom 2 _____ bedroom 3 _____

Does the entryway have a closet? Yes ☐ No ☐ If no, describe how adequate storage for coats, shoes/boots is being provided 2' combined with bedroom closet and linen closet

Linen closet width: Linen closet 1 2' Linen closet 2 _____

Additional storage square feet 25 sf

Describe how additional storage requirement is being met Storage closet in the garage bike storage will also be provided

Closet door type (doors not required on interior storage) Bifold Doors

Are all closets a minimum of 26 inches deep? Yes ☒ No ☐

Floor Coverings

Describe floor covering material:

Living room LVT Bedroom(s) LVT

Kitchen LVT Bathroom(s) LVT

Warranty for each flooring type 1 year

Room Sizes and Shape

Provide Measurement from the narrowest part of the room; length x width.

Kitchen 6x11 Dining 10x10

Bedroom 1 10x12 Bedroom 2 _____ Bedroom 3 _____

Functional Furniture Placement diagram attached? Yes ☐ No ☐

Windows/Noise Mitigation

Does each living area and bedroom have a window that can be opened? Yes ☐ No ☐

For units that share walls with other residential or non-residential spaces, please describe noise mitigation being provided. Double 2x4 wall w/ acoustical batt insulation, 1" air gap, and gypsum board drywall, flloor ceilings will have acoustical batt insulation, gypcrete, sound mat, & gypsum board drywall.

What is the Sound Transmission Class (STC) rating on all windows? 28 STC rating

Are blinds being provided? Yes ☐ No ☐ If yes, on which windows and what type? Horizontal 1" blinds

Laundry

Are washer/dryer hookups being provided (required in ownership units)? Yes ☐ No ☐

Heating and Hot Water

Warranty on furnace, boiler, or hot water heater (5 year minimum) 5 Years

Size of hot water heater 50 Gallon

Other Design Features

The following features are encouraged and may be used in the place of other requirements with approval from the Housing Department:

Describe any built in storage such as drawers under beds, stairs, etc. _____

Describe creative shelving _____

Describe laundry area Stackable washer and dryer, w/ hot water heater above

Describe extra storage for recreational equipment bike storage being provided in parking garage

Describe extra cabinetry _____

Describe extra closets _____

Please attach additional pages if needed.

JACKSON/TETON COUNTY AFFORDABLE HOUSING

Livability Standards Questionnaire

Housing Mitigation Plan

Development Name Loop Apartments

Physical Address 1050, 1060, & 1080 South Park Loop Road

Owner Name Mogul Capital

Owner Phone 602-885-2342 E-mail RachelL@mogulcapital.com

Applicant/Agent Name Jackson Ferguson

Applicant/Agent Phone 801-520-5265 E-mail jferguson@ffkr.com

Primary Contact: _____ Owner X Applicant/Agent

Please complete this form for each unit type. Complete each question that applies to your application. If it doesn't apply mark N/A in the blank.

Unit Type:

Number of bedrooms 2 Square Feet 1087 Ownership ☐ Rental ☐

Kitchen

Lineal feet of base cabinets 10' Lineal Feet of upper cabinets 8'

Continuous Lineal feet of countertops 4' Countertop Material granite

Sink width 3' Range/Oven width 30" Refrigerator cubic feet 25

Dishwasher width 24" Garbage Disposal? Yes ☐ No ☐

List other appliances provided Microwave above range

List Warranties on appliances (years): Range/Oven 1 Refrigerator 1 Dishwasher 1

Garbage Disposal ☐ Other _____

Bathrooms

Number of bathrooms _ Does at least one bathroom contain the following?

Toilet ☐ Bathtub ☐ Shower ☐ Sink ☐

Bathroom must contain a minimum of four square feet of storage. Describe how bathroom storage is being provided Base cabinet below the bathroom sink.

Closets and Storage Areas

Does each bedroom have a closet? Yes ☐ No ☐

Does each bedroom closet contain a shelf and rod? Yes ☐ No ☐

Bedroom closet width: bedroom 1 8' bedroom 2 8' bedroom 3 _____

Bedroom closet height: bedroom 1 8' bedroom 2 8' bedroom 3 _____

Does the entryway have a closet? Yes ☐ No ☐ If no, describe how adequate storage for coats, shoes/boots is being provided entryway closet combined with laundry room

Linen closet width: Linen closet 1 30" Linen closet 2 _____

Additional storage square feet 40 sf

Describe how additional storage requirement is being met Storage closet in the garage bike storage will also be provided

Closet door type (doors not required on interior storage) Barn Doors

Are all closets a minimum of 26 inches deep? Yes ☐ No ☐

Floor Coverings

Describe floor covering material:

Living room LVT Bedroom(s) LVT

Kitchen LVT Bathroom(s) LVT

Warranty for each flooring type 1 year

Room Sizes and Shape

Provide Measurement from the narrowest part of the room; length x width.

Kitchen 10x12 Dining 10x12

Bedroom 1 12x15 Bedroom 2 12x15 Bedroom 3 _____

Functional Furniture Placement diagram attached? Yes ☐ No ☐

Windows/Noise Mitigation

Does each living area and bedroom have a window that can be opened? Yes ☐ No ☐

For units that share walls with other residential or non-residential spaces, please describe noise mitigation being provided. Double 2x4 wall w/ acoustical batt insulation, 1" air gap, and gypsum board drywall, flloor ceilings will have acoustical batt insulation, gypcrete, sound mat, & gypsum board drywall.

What is the Sound Transmission Class (STC) rating on all windows? 28 STC rating

Are blinds being provided? Yes ☐ No ☐ If yes, on which windows and what type? Horizontal 1" blinds

Laundry

Are washer/dryer hookups being provided (required in ownership units)? Yes ☐ No ☐

Heating and Hot Water

Warranty on furnace, boiler, or hot water heater (5 year minimum) 5 Years

Size of hot water heater 50 Gallon

Other Design Features

The following features are encouraged and may be used in the place of other requirements with approval from the Housing Department:

Describe any built in storage such as drawers under beds, stairs, etc. _____

Describe creative shelving _____

Describe laundry area Stackable washer and dryer, w/ hot water heater above, additional shelving storage

Describe extra storage for recreational equipment bike storage being provided in parking garage

Describe extra cabinetry _____

Describe extra closets _____

Please attach additional pages if needed.

JACKSON/TETON COUNTY AFFORDABLE HOUSING

Livability Standards Questionnaire

Housing Mitigation Plan

Development Name Loop Apartments

Physical Address 1050, 1060, & 1080 South Park Loop Road

Owner Name Mogul Capital

Owner Phone 602-885-2342 E-mail RachelL@mogulcapital.com

Applicant/Agent Name Jackson Ferguson

Applicant/Agent Phone 801-520-5265 E-mail jferguson@ffkr.com

Primary Contact: _____ Owner X Applicant/Agent

Please complete this form for each unit type. Complete each question that applies to your application. If it doesn't apply mark N/A in the blank.

Unit Type:

Number of bedrooms 3 Square Feet 1138 Ownership ☐ Rental ☐

Kitchen

Lineal feet of base cabinets 10' Lineal Feet of upper cabinets 8'

Continuous Lineal feet of countertops 4' Countertop Material granite

Sink width 3' Range/Oven width 30" Refrigerator cubic feet 25

Dishwasher width 24" Garbage Disposal? Yes ☐ No ☐

List other appliances provided Microwave above range

List Warranties on appliances (years): Range/Oven 1 Refrigerator 1 Dishwasher 1

Garbage Disposal ☒ Other _____

Bathrooms

Number of bathrooms _ Does at least one bathroom contain the following?

Toilet ☐ Bathtub ☐ Shower ☒ Sink ☐

Bathroom must contain a minimum of four square feet of storage. Describe how bathroom storage is being provided Base cabinet below the bathroom sink.

Closets and Storage Areas

Does each bedroom have a closet? Yes ☐ No ☐

Does each bedroom closet contain a shelf and rod? Yes ☐ No ☐

Bedroom closet width: bedroom 1 8' bedroom 2 8' bedroom 3 8'

Bedroom closet height: bedroom 1 8' bedroom 2 8' bedroom 3 8'

Does the entryway have a closet? Yes ☐ No ☐ If no, describe how adequate storage for coats, shoes/boots is being provided entryway closet combined with laundry room

Linen closet width: Linen closet 1 3' Linen closet 2 _____

Additional storage square feet 50 sf

Describe how additional storage requirement is being met Storage closet in the garage bike storage will also be provided

Closet door type (doors not required on interior storage) Barn Doors & Bi-fold Doors

Are all closets a minimum of 26 inches deep? Yes ☒ No ☐

Floor Coverings

Describe floor covering material:

Living room LVT Bedroom(s) LVT

Kitchen LVT Bathroom(s) LVT

Warranty for each flooring type 1 year

Room Sizes and Shape

Provide Measurement from the narrowest part of the room; length x width.

Kitchen 8x8 Dining 5x8

Bedroom 1 12x15 Bedroom 2 9x12 Bedroom 3 9x12

Functional Furniture Placement diagram attached? Yes ☐ No ☐

Windows/Noise Mitigation

Does each living area and bedroom have a window that can be opened? Yes ☐ No ☐

For units that share walls with other residential or non-residential spaces, please describe noise mitigation being provided. Double 2x4 wall w/ acoustical batt insulation, 1" air gap, and gypsum board drywall, flloor ceilings will have acoustical batt insulation, gypcrete, sound mat, & gypsum board drywall.

What is the Sound Transmission Class (STC) rating on all windows? 28 STC rating

Are blinds being provided? Yes ☐ No ☐ If yes, on which windows and what type? Horizontal 1" blinds

Laundry

Are washer/dryer hookups being provided (required in ownership units)? Yes ☐ No ☐

Heating and Hot Water

Warranty on furnace, boiler, or hot water heater (5 year minimum) 5 Years

Size of hot water heater 50 Gallon

Other Design Features

The following features are encouraged and may be used in the place of other requirements with approval from the Housing Department:

Describe any built in storage such as drawers under beds, stairs, etc. _____

Describe creative shelving _____

Describe laundry area Stackable washer and dryer, w/ hot water heater above, additional shelving storage

Describe extra storage for recreational equipment bike storage being provided in parking garage

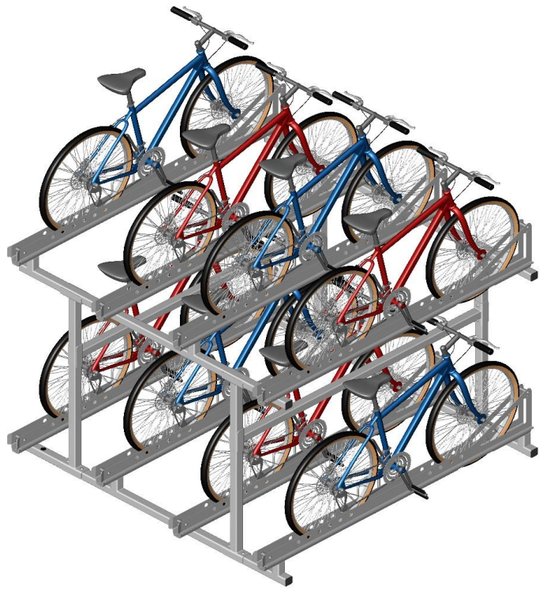
Describe extra cabinetry _____

Describe extra closets _____

Please attach additional pages if needed.

CycleSafe, Inc.

OCTO-RACK High-Capacity Bicycle Parking
INSTALLATION & ASSEMBLY INSTRUCTIONS



CycleSafe
SECURE BICYCLE PARKING
www.cyclesafe.com
info@cyclesafe.com
PH: 616.954.9977
TF: 888.950.6531

Table of Contents

CycleSafe SECURE BICYCLE PARKING

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Tools Required	**3**
Parts List	**4**
Configuration Layout	**5**
Front Frame Assembly	**6**
Rear Frame Assembly	**7**
Main Frame Assembly	**8**
Wheel Guide Assemblies	**9**
Rack Assembly	**10**

Comments in **BLACK** are Instructions

Comments in **BLUE** are helpful suggestions

Comments in **RED** are warnings

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WHEN ASSEMBLING THIS PRODUCT. ALWAYS WEAR SAFETY GLASSES

Introduction

This Installation & Assembly Instruction will detail the tools required, fasteners and components furnished, and assembly steps to successfully install the CycleSafe Octo Rack High Density Bicycle Parking System.

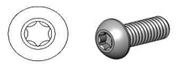
PLEASE READ THE INSTRUCTIONS COMPLETELY BEFORE BEGINNING.

Identify & inventory all parts using the packing list furnished with the shipment and the parts list in this Installation Instruction. Any damage to the product must be immediately reported to the shipping company. Be sure to keep the hardware bags & contents

Tools Required

Power Drill Motor w/ Clutch
Carpenter's Square
Carpenter's Level
Hex Drive Bit Set
3/8" Ratchet & 12" Extension
3/8" Drive Deep Well Sockets
3/8" Drive T45 Torx Driver

Fasteners Used Supplied by CycleSafe



3/8-16NC Button Head
Torx Screw x 1" Lg.



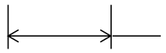
1" Dia. Black Hole Plug
3/8" Wide Flat Washer



3/8-16 x 1-1/4 Torx PHCS
3/8-16 Lag Housing



T45 Torx Driver



DIM
[Inches]

Reference dimensions in this manual are shown in both Standard Inch and [Metric].

CARPENTRY OR ASSEMBLY SKILLS ARE STRONGLY SUGGESTED

You will need skills at using powered hand tools, climbing ladders, and squaring the assembled components. The recommended time budget for each Octo Rack is 1 to 2 man-hours. ***NOTE:*** The heaviest part is 70lbs (31.8kg).

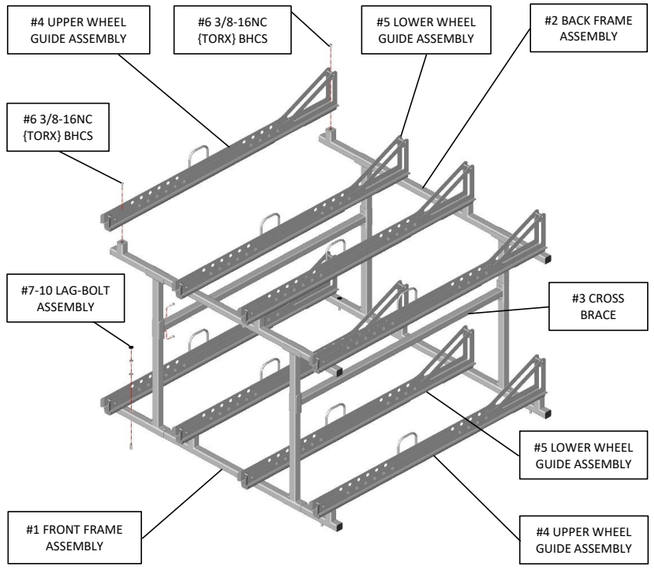
If you have difficulties or require further installation discussion, please contact our
Customer Service Experts
CALL - 616.954.9977
TOLL FREE - 888.950.6531
Digital Copies of this Installation & Assembly Instruction may be found on our website:
WWW.CYCLESAFE.COM

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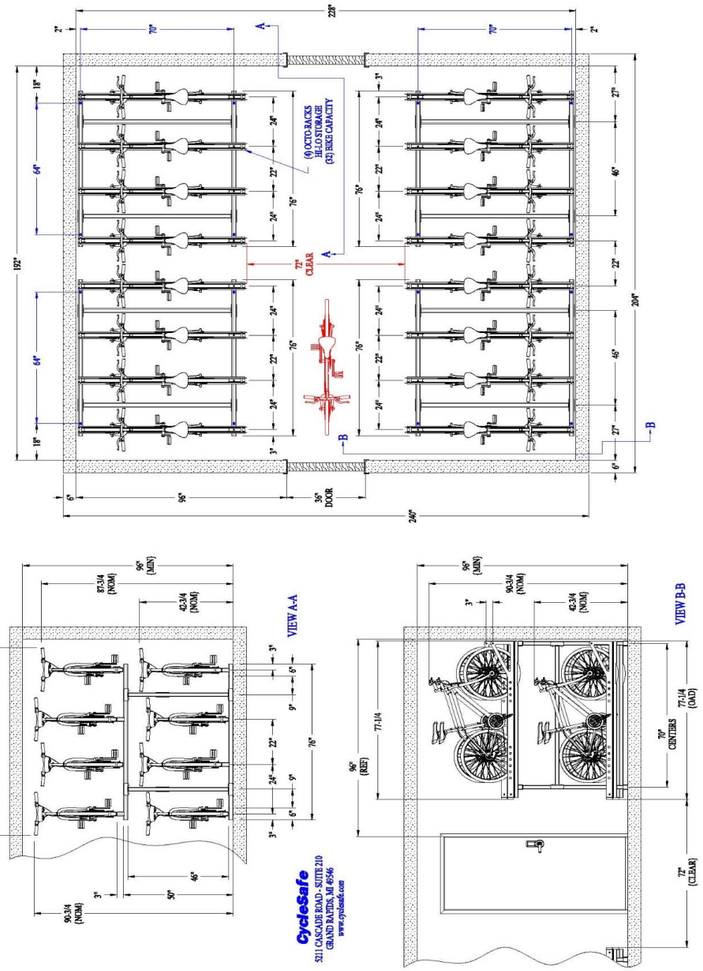
Parts List

This Installation & Assembly Instruction will detail the tools required, fasteners and components furnished, and assembly steps to successfully install the CycleSafe Octo Rack High Density Bicycle Parking System.

Item	Qty	Description	Part Number
1	1	FRONT SUB-FRAME ASSEMBLY	18301
2	1	BACK SUB-FRAME ASSMBLY	18302
3	2	CROSS BRACE WELDMENT	18303
4	4	UPPER WHEEL GUIDE ASSEMBLY	18304
5	4	LOWER WHEEL GUIDE ASSEMBLY	18305
6	24	3/8-16NC Xx 1" LG. TORX BHCS	12724
7	4	3/8-16NC LAG HOUSING	17015
8	4	3/8" WIDE FLAT EASHER	17016
9	4	3/8-16NC x 1-1/4" LG. TORX BHCS	17590
10	4	1" DIA. BLACK HOLE PLUG	18314



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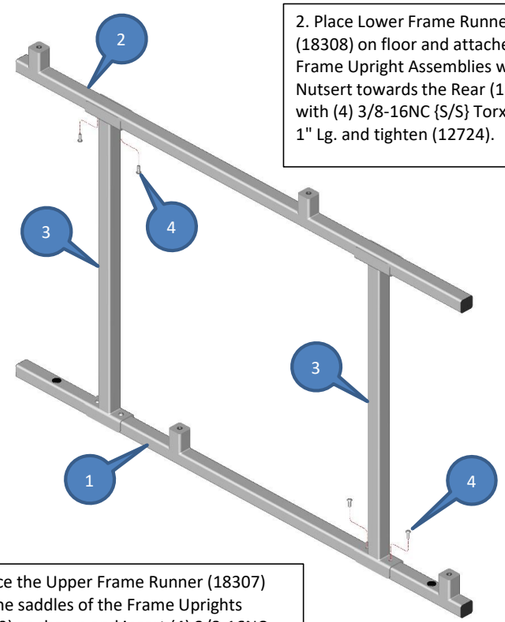
Front Frame Assembly

CycleSafe® SECURE BICYCLE PARKING

Item	Qty	Description	Part Number
1	1	LOWER FRAME RUNNER ASSEMBLY	18308
2	1	UPPER FRAME RUNNER ASSEMBLY	18307
3	2	FRAME UPRIGHT ASSEMBLY	18309
4	8	3/8-16NC x 1" LG. {TORX} S/S BHCS	12724

1. Remove these components from the skid and setup in-place.

2. Place Lower Frame Runner Assy. (18308) on floor and attached (2) Frame Upright Assemblies with Nutsert towards the Rear (18309) with (4) 3/8-16NC {S/S} Torx BHCS x 1" Lg. and tighten (12724).



3. Place the Upper Frame Runner (18307) into the saddles of the Frame Uprights (18309) as shown and insert (4) 3/8-16NC {S/S} Torx BHCS x 1' Lg. (17274) and square up Front Frame Assembly (18301) and then tighten as above.

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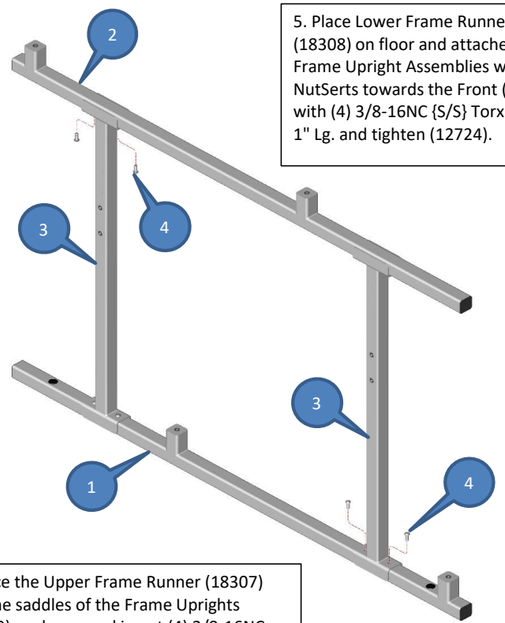
Rear Frame Assembly

CycleSafe® SECURE BICYCLE PARKING

Item	Qty	Description	Part Number
1	1	LOWER FRAME RUNNER ASSEMBLY	18308
2	1	UPPER FRAME RUNNER ASSEMBLY	18307
3	2	FRAME UPRIGHT ASSEMBLY	18309
4	8	3/8-16NC x 1" LG. {TORX} S/S BHCS	12724

4. Remove these components from the skid and setup in-place.

5. Place Lower Frame Runner Assy. (18308) on floor and attached (2) Frame Upright Assemblies with NutSerts towards the Front (18309) with (4) 3/8-16NC {S/S} Torx BHCS x 1" Lg. and tighten (12724).



6. Place the Upper Frame Runner (18307) into the saddles of the Frame Uprights (18309) as shown and insert (4) 3/8-16NC {S/S} Torx BHCS x 1' Lg. (17274) and square up Back Frame Assembly (18302) and then tighten as above.

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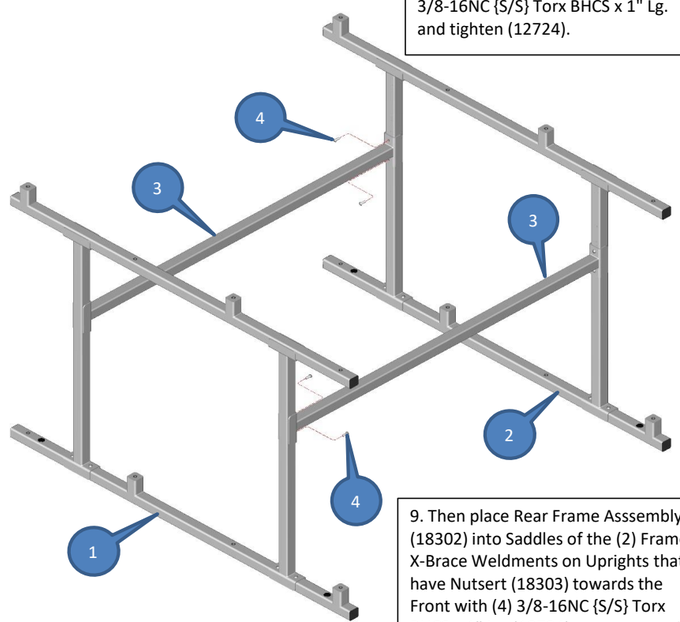
Main Frame Assembly

CycleSafe® SECURE BICYCLE PARKING

Item	Qty	Description	Part Number
1	1	FRONT SUB-FRAME ASSEMBLY	18301
2	1	BACK SUB-FRAME ASSEMBLY	18302
3	2	FRAME X-BRACE WELDMENT	18303
4	8	3/8-16NC x 1" LG. {TORX} S/S BHCS	12724

7. Remove these components from the skid and setup in-place.

8. Place Front Frame Asssembly (18301) on floor as shown and attach (2) Frame X-Brace Weldments on Uprights that have Nutsert towards the Rear (18303) with (4) 3/8-16NC {S/S} Torx BHCS x 1" Lg. and tighten (12724).

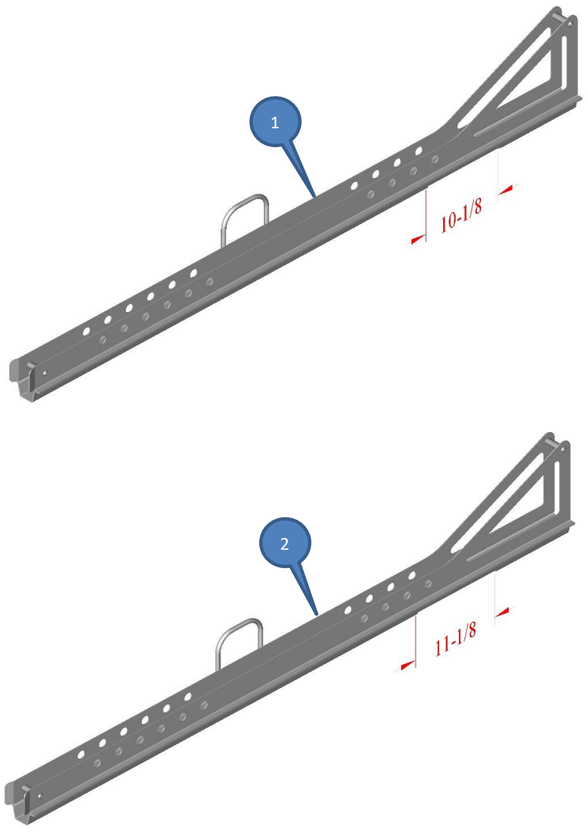


9. Then place Rear Frame Asssembly (18302) into Saddles of the (2) Frame X-Brace Weldments on Uprights that have Nutsert (18303) towards the Front with (4) 3/8-16NC {S/S} Torx BHCS x 1" Lg. (12724) square up and tighten Bolts.

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GUIDE RAILS

Item	Qty	Description	Part Number
1	1	UPPER WHEEL GUIDE ASSEMBLY	18304
2	1	LOWER WHEEL GUIDE ASSEMBLY	18305

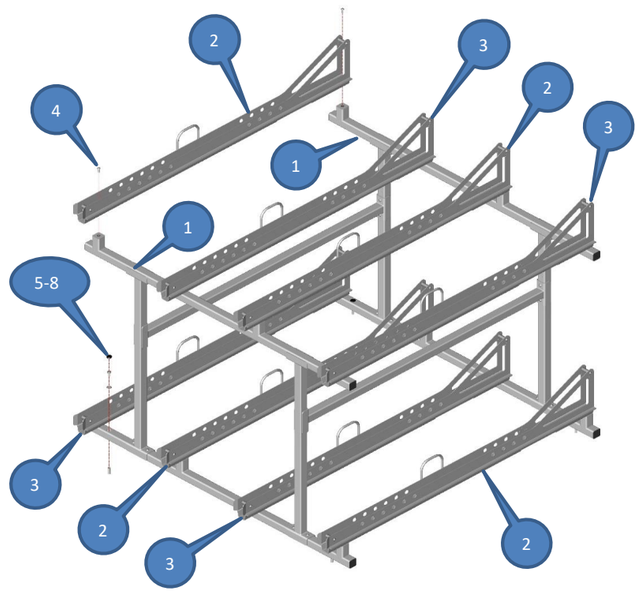


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RACK ASSEMBLY

Item	Qty	Description	Part Number
1	1	MAIN FRAME ASSEMBLY	
2	4	UPPER WHEEL GUIDE ASSEMBLY	18304
3	4	LOWER WHEEL GUIDE ASSEEMBLY	18305
4	16	3/8-16NC Xx 1" LG. TORX BHCS	12724
5	4	3/8-16NC LAG HOUSING	17015
6	4	3/8" WIDE FLAT WASHER	17016
7	4	3/8-16NC x 1-1/4" LG. TORX PH	17590
8	4	1" DIA. BLACK HOLE PLUG	18314

10. Align Upper Guide Assembly with NutSerts in frame with 3" offsets & insert (2) 3/8-16NC {Torx} BHCS x 1" Lg. (12724) and tighten, next align Lower Guide Assembly with NutSerts in runner & insert (2) 3/8-16NC {Torx} BHCS x 1" Lg. (12724) and tighten, then repeat for the remainimng (6) Guide Rails alternating as shown till completion.



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MOGUL CAPITAL

The Loop Apartments Parking Management Plan

Town of Jackson

MOGUL CAPITAL

The Loop Apartments Parking Management Plan

1050 & 1080 South Park Loop Road, Jackson, WY

- Parking will be managed by onsite property manager who will enforce the property parking rules.
- Each tenant will be provided the parking management rules as part of their lease that will specifically prohibit them or their guests from parking at adjacent or nearby properties including the school property.
- Each unit will be assigned one dedicated parking space in the parking garage along with an access card/clicker providing access to the parking garage.
- Larger units (2 & 3 Bedrooms) can request an additional parking pass and access card/clicker to park in non-dedicated spaces upon availability.
- Parking enforcement will be jointly managed by the tenant and onsite property manager. Any violation to parking in the dedicated parking spaces will be reported to the onsite property manager to enforce towing.
- Visitor parking spaces (surface courtyard spaces) will be limited to 3-hour maximum parking limits until 12:00am midnight. Parking after 12:00am midnight is by permit only with towing enforced. Onsite property manager will enforce 3-hour maximum parking limit.

STAFF REPORT

Meeting Date:	February 6, 2023	**Meeting Title:**	Regular Town Council
Submitting Department:	Planning	**Presenter:**	Paul Anthony
Agenda Item:	**SUBJECT: ITEM P22-115:** Request to vacate public alley located on the 300 Block of N. Cache Street	**Public Comment:**	Yes

Purpose & Policy Considerations.
All requests to vacate a public alley, or any public property, owned by the Town of Jackson requires review and approval by the Town Council per State of Wyoming statutes.

Requested Action.
The applicant, Mogul Hospitality Partners – Jackson LLC, is requesting that the Town Council approve the vacation of the alley (20' x 500') that serves the entire 300 N. Cache Street block bounded by N. Glenwood Street, Mercill Avenue, Perry Street, and N. Cache Street. The purpose is to see whether the Council will support the request and direct staff to move forward with other necessary steps to finalize the alley vacation, such as completing an appraisal to establish the Fair Market Value of the alley, drafting the terms of the sale or transfer of the alley property, and finalizing all other relevant document and agreements necessary to complete the vacation. The applicant is requesting that this item be continued to the next available Council workshop.

Recommendation: Staff and applicant are recommending that this item be **continued** to the Council's workshop on March 20, 2023.

Suggested Motion: I move to **continue** Item P22-115 to the Town Council's workshop on March 20, 2023.

STAFF REPORT

Meeting Date:	February 6, 2023	**Meeting Title:**	Regular Town Council
Submitting Department:	Planning Department	**Presenter:**	Tyler Valentine
Agenda Item:	P22-198: Conditional Use Permit Amendment for Snow King Gondola located at 100 E. Snow King Avenue	**Public Comment:**	Yes

Purpose & Policy Considerations.
Land Development Regulation (LDR) Section 8.2.13.B.1.c allows a condition of approval placed on a Conditional Use Permit (CUP) to be amended, provided that the amendment is heard by the Town Council at a public hearing. This CUP Amendment satisfies the above-referenced section.

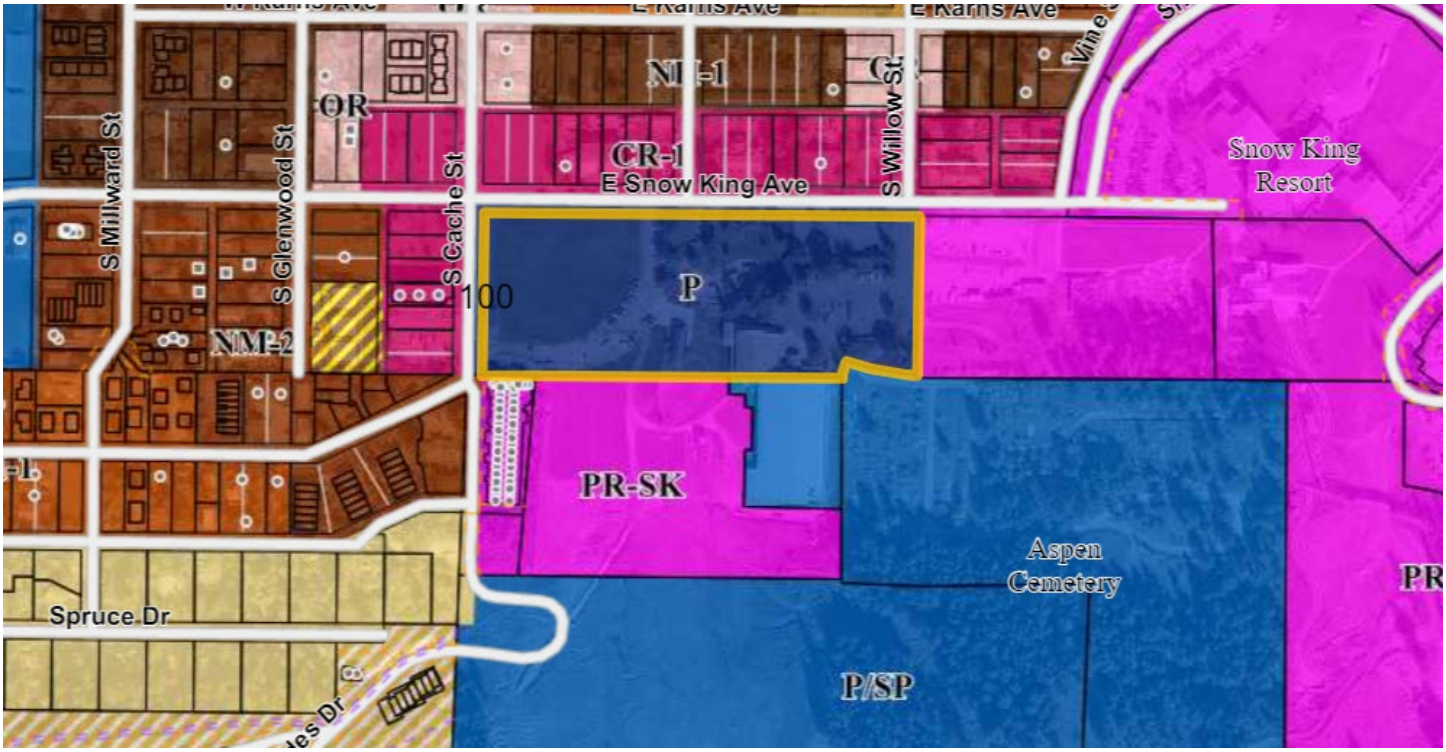
Requested Action.
The applicant, Ryan Stanley who is representing Snow King Mountain Report, is requesting approval of a CUP amendment to modify 3 conditions of approval (Conditions #3, #10, and #11) from the previously approved Gondola CUP (P19-242) located at 100 E. Snow King Avenue. For full detail of the proposed amendments, please see the Project Description section below.

Recommendation.
The Planning Director recommends **approval** of a CUP Amendment (P22-198) to the original Gondola CUP (P19-242) located at 10 & 100 E. Snow King Avenue, subject to the departmental reviews attached hereto and the following conditions:

> **Condition #3 (no proposed changes)** - A phased approach to re-landscaping the existing parking lot to reclaim the central portion of the lot shall be used. The party and financial responsibility of such improvements shall be determined by Lease Agreements.
>
> **Condition #10 (revised)** - The restaurant and associated amenities at the summit hours of operation shall be no later than 10:00 PM year-round for general use of the restaurant.
>
> **Condition #11 (revised)** - The gondola may run as late as 2:00 AM year-round in association with the observatory and special events. After 10:00 PM blackout curtains and shielded red lights shall be used for gondola loading.
>
> **Condition #13 (new)** - The Snow King Mountain Resort – Town of Jackson Operating Plan shall be updated to be consistent with this CUP Amendment within 30 days of Council approval.

Project Location.
The subject property is addressed as 100 East Snow King Avenue and legally described as MEADOWLAND ADDITION (PHIL BAUX PARK). The following page is an aerial vicinity map and zoning map.





Background/Project Description.

Background**:**

The subject parcel is approximately 7.6 acres (331,056 SF) and is located in the Parks and Open Space – Town (P-ToJ) zone. The subject site is home to Phil Baux Park which contains a baseball field, playground, bouldering park, parking, and the existing Cougar ski lift as well as a portion of the Town of Jackson Snow King Sports & Events Center. The west end of the park is used for Snow King's tubing operation in the wintertime. The parcel is bordered by Commercial Residential -1 (CR-1) zoning to the west and north across South Cache Street and East Snow King Avenue, respectively; Planned Resort – Snow King (PR-SK) zoning to the east; and Public / Semi-

Public - Town (P/SP - ToJ) zoning (Aspen Hill Cemetery) and PR-SK zoning to the south. The parcel partially borders the Neighborhood Medium Density – 2 (NM-2) zone on the southwest corner of the property at the junction of Aspen Drive and South Cache Street.

On April 6, 2020, the Town Council approved a Master Plan Amendment to the Snow King Master Plan (P19-201) which had 13 conditions of approval.

On July 27, 2020, the Town Council approved a CUP at the subject property, specifically Item P19-242 related to the Gondola, Cougar Lift, and exterior lighting. The applicant was approved for Outdoor Recreation use to construct and operate a detachable aerial tramway, i.e. 'gondola', at the base of Snow King Mountain Resort located more or less on the site of the previous Cougar lift station within Phil Baux Park, a Town-owned property. Snow King Mountain Resort has leased land from the Town for ski operations in this location for many decades. The new lift replaced the existing Summit lift, an aging facility nearing the end of its functional lifespan, and relocated the Cougar lift approximately 250 feet uphill to service primarily night skiing and ski racing. The gondola contains a small plaza to accommodate the loading and unloading of guests as well as a landscape buffer consistent with the existing park landscaping to separate the gondola staging area from other park amenities. A small ticket booth is located on-site to service guests. In an effort to create more open space at the base of the mountain, the applicant relocated the existing snowmaking pump house to the south of the Snow King Sports & Events Center. Twelve (12) conditions of approval accompanied the CUP approval (original approval letter w/ conditions attached).

Also on July 27, 2020, the Town Council approved a lease agreement between the Town of Jackson and Snow King Mountain, which Snow King Mountain is requesting an amendment to which is presented and addressed in a separate staff report (see Request to Amend Gondola and Cougar Lease Agreement Between the Town and Snow King Mountain Resort, LLC).

Project Description and Analysis:

The applicant is seeking to amend 3 conditions of approval from a previously approved CUP (P19-242) related to the Snow King Gondola. The 3 conditions requested to be amended are Conditions #3, #10, & #11 (listed below). Condition #11 from the original CUP already required the applicant to come back to the Council to discuss the gondola hours of operations for the observatory so this amendment was expected. In addition, the applicant is also requesting to modify two other conditions, Conditions #3 and #10, which did not require further discussion by the Council. Below is a summary of each condition in its original format, the applicant's proposed changes, and a brief summary for clarification purposes:

Condition #3

Original – "A phased approach to re-landscaping the existing parking lot to reclaim the central portion of the lot shall be used. The party and financial responsibility of such improvements shall be determined by Lease Agreements."

Proposed – "Snow King Mountain will pay for repairs to the parking lot associated with the Town's sewer line installation work, seal coating of the parking lot, curb repairs, and striping of parking spots.

In addition, Snow King will pay for the installation of chair lift benches in the Phil Baux Park area associated with the JH Public Art Square to Summit Community Connector Chairlift project."

Summary - Instead of re-landscaping the center portion of the Phil Baux parking lot as required in the original condition, the applicant is proposing to leave the parking lot as is but spend roughly $50,000.00 - $75,000.00 toward repairs to the parking lot associated with the Town's sewer line installation work, seal coating of the parking lot, curb repairs as needed throughout the park, and striping of parking spots. In addition, Snow King proposes to pay for the installation of chair lift benches in the Phil Baux Park area associated with the JH Public Art Square to Summit Community Connector Chairlift project. The applicant states that due to the fact that there is currently no Town Council-approved plan for Phil Baux Park redevelopment, nor Town funding for the redevelopment of the park, retaining the current functionality of the parking loop is preferred.

Staff Recommendation - *Staff is not recommending any changes to the original condition.*

Justification – Staff is not recommending any changes to Condition #3 and finds that the applicant should fulfill their original obligation to re-landscape the center portion of the parking lot. Town staff and the Town Council spent a considerable amount of time negotiating the terms of the Gondola CUP as part of the recent Master Plan amendment process which included the condition to re-landscape the parking lot. The Council was also fully aware that re-landscaping the parking lot would remove 43 of the 93 parking spaces. No circumstances have changed since the Gondola CUP was approved on July 27, 2020, that necessitate the requested change.

The general idea behind re-landscaping the parking lot per Condition #3 was to increase the amount of green space at the base of the hill for the benefit of the public and the tube park until such time the Town is ready to complete the rest of the park improvements as laid out in the conceptual Redevelopment Masterplan for Phil Baux Park. However, re-landscaping the parking lot was **not** contingent upon the Town making the physical improvements to the park and in fact was considered Phase One of the Phil Baux Park improvements.

Condition #10

Original – "The restaurant and associated amenities at the summit hours of operation shall be no later than 10:00 PM in the summer and 9:00 PM in the winter for general use of the restaurant and events. The gondola may run for 1 hour after closing of these facilities to accommodate staff and closing operations."

Proposed – "Snow King Mountain will ensure that all operations of the gondola and summit amenities serving the observatory after 10:00 PM in summer and 9:00 PM in winter will abide by dark sky compliance ordinances."

Summary - The applicant is requesting that there be no limits on how late the restaurant, summit amenities, observatory, or gondola can operate. This generally means that the restaurant would be able to operate as late as any other restaurant/bar in Town (i.e., food and drink service until

2 AM) or potentially later if there was a special event. In addition, this means that the observatory can operate as late as needed for stargazing. Necessarily, this also means that the gondola can operate as late as needed to support all these activities. The applicant states they will comply with dark sky lighting standards for all gondola operations and summit activities after 10 PM in the summer and 9 PM in the winter.

Staff Recommendation *- "The restaurant and associated amenities at the summit hours of operation shall be no later than 10:00 PM year-round for general use of the restaurant."*

Justification – Staff is not supportive of the applicant's proposed change to Condition #10 which would allow the restaurant, gondola, observatory, and special events to operate late into the night. In fact, as proposed there would be no established curfew on the gondola or summit activities. As with Condition #3 above, Town staff and the Town Council spent a considerable amount of time negotiating the terms of the Gondola CUP which included the hours of operation for general use of the restaurant. In addition, since the Gondola CUP approval back on July 27, 2020, there has been no new information presented to staff, or change in circumstances, that warrants the substantial change to the Town Councils' previous condition that limits the hours of operation for the restaurant and associated amenities.

Even so, staff is proposing one small clarification/clean-up which is to specify that the restaurant can be open to the public until 10 PM in both summer and winter (i.e., year-round), instead of 9 PM in the winter and 10 PM in the summer as Condition #10 current reads. This change would make Condition #10 match the language in the approved Snow King Mountain Resort – Town of Jackson Operating Plan (attached and referred to as "Operating Plan") which states that the gondola would operate until 10:00 PM year-round to serve any future restaurant. If the Council approves staff's recommended changes to the restaurant hours, the Operating Plan will need to be updated for consistency purposes and a condition of approval (Condition #13) has been added to address this topic.

Staff would also like to make clear that this condition does not address the observatory and special events. Those items are addressed in Condition #11 below.

Condition #11

Original – "The Town is supportive of the proposed observatory. The applicant shall be required to amend the Conditional Use Permit to accommodate gondola hours of operation to accommodate the observatory use at a later date.**"**

Proposed – (Delete Condition #11)

Summary - The applicant proposes to delete Condition #11 since Condition #10 above is requesting that the gondola be able to operate as late as needed for the observatory, restaurant, amenities, etc**.**

Staff Recommendation - *"The gondola may operate unrestricted until 10:00 PM year-round. After 10:00 PM and no later than 2:00 AM year-round the gondola may run in association with the observatory and special events provided that the summit facilities use blackout curtains and shielded red lights for gondola loading."*

Justification – Staff does not support the applicant's proposal to delete Condition #11. The applicant is requesting to delete this condition because they would like to address gondola hours for the observatory as part of Condition #10 above, which essentially sets no curfew for the gondola, restaurant, observatory, and special events but requires that dark sky standards be complied with after 10:00 PM in the summer and 9:00 PM in the winter.

Staff finds that setting a clear curfew for the gondola is appropriate as it sets clear time limits on the daily use of the gondola. This provides protection and sets expectations for the general public and nearby neighbors regarding potential operational impacts. Staff chose 2 AM as the year-round curfew because it is the typical latest closing time of restaurants/bars in Town, including businesses that could operate at the base of the gondola. This curfew also provides reasonable use to the applicant for the intended use of the observatory per Samuel Singer from Wyoming Stargazing (please see an attached email from Mr. Singer). as well as for any other special events such as concerts or weddings. In addition, the second part of staff's recommended condition states that after 10:00 PM the summit facilities shall use blackout curtains and shielded red lights for gondola loading to reduce lighting impacts. The applicant and Mr. Singer are fully supportive of these requirements.

As it relates to special events, such as concerts and weddings, it is clear from the original Gondola CUP staff report and Operating Plan that special events were anticipated to occur past 10 PM and there was no strong indication of the Town's interest to limit the number, type or size of said events, especially considering that said events would occur in Bridger Teton National Forest. Although activities at the top of the hill have potential impacts at the bottom of the hill, the Town has mostly been focused on limiting the gondola operations and ensuring its visual and noise impacts are minimal. Therefore, at this time staff is not recommending a limit on the number, type, or size of special events and staff finds that placing a 2:00 AM curfew on the gondola and requiring red lights and black out curtains from 10:00 PM to 2:00 AM with red lights should be sufficient to mitigate visual and other impacts.

If the Council approves staff's recommended changes to the gondola hours and special events, the Operating Plan will need to be updated for consistency purposes and a condition of approval (Condition #13) has been added to address this topic.

Public Comment
Staff has not received public comment at the time of writing this report.

Findings
Below are the findings from the original Gondola CUP. Staff finds that as conditioned, all findings can be made for this CUP amendment request.

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

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

   Complies. Not applicable per Wyoming State Statute.

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

   Complies as conditioned. The proposed request complies with all the standards in Sec. 6.1.3.C, as demonstrated in the Staff Analysis above in this staff report. In addition, the proposed use is consistent with the Snow King Resort District Master Plan.

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

   Complies as conditioned. Staff finds that the proposal's design, development, and operation will minimize the visual impact of the proposed use on adjacent lands. The applicant has provided 3-dimensional renderings of the proposal. Increased lighting for night skiing has been reviewed as part of this application and requires Town Council approval for the 'complex' use in excess of 550,000 lumens.

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

   Complies as conditioned. Staff finds that the proposed gondola facility will not have significant adverse impacts to wildlife habitat, water or air quality, or any other environmental resources.

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

   Complies, as conditioned. Staff finds that the proposed gondola facility will not have significant adverse impacts from nuisances, such as noise, light, vibration, dust, etc., subject to the limitations stated in the application and conditions of approval.

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

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

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

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

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

   Complies, as conditioned. The proposal is in substantial conformance with all standards and/or conditions of any prior applicable permits and approvals.

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 45 hours.

Attachments or Links.
Department Reviews
Applicant Submittal
Operating Plan
Email from Samuel Singer

Suggested Motion.
I move to **approve** a Conditional Use Permit Amendment (P22-198) to the original Snow King Gondola CUP (P19-242) at the property located at 100 E. Snow King Avenue, based upon the findings and conditions as presented by staff, the departmental reviews, and subject to this staff report dated February 6, 2023.

Project Plan Review History

PLANNING

Project Number P22-198
Project Name CUP Amend - 10 E Snow King Ave. - Gondola
Type CUP
Subtype
Status STAFF REVIEW

Applied 8/8/2022 AL
Approved
Closed
Expired
Status

Applicant

Owner SNOW KING MOUNTAIN RESORT, LLC

Site Address	City	State	Zip
10 E SNOW KING AVENUE	JACKSON	WY	83001

Subdivision

Parcel No 22411634300003

General Plan

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Kelly Sluder	APPROVED	8/9/2022	8/30/2022	8/31/2022	
Fire Kathy Clay	NO COMMENT	8/9/2022	8/30/2022	8/11/2022	No concerns - Lisa Potzernitz
Joint Housing Dept Kristi Malone	NO COMMENT	8/9/2022	8/30/2022		
Legal Lea Colasuonno		8/9/2022	8/30/2022		
Parks and Rec Steve Ashworth (8/22/2022 2:25 PM AL) Here are comments from P&R on P22-198: • Consideration of impacts to the Phil Baux Park operations if the Gondola/Summit building are used after dark, as Phil Baux park does not have lighting. Safety concerns related to volume access after dark. • Based on the uncertainty of Phil Baux redevelopment staff is comfortable leaving the parking area as is for the short term, with proposed parking lot improvements by Snow King. • Staff would request that any approvals of CUP adjustments include completion of sodding the Snow King "ball field" area base pads and fence line. Include language regarding alignment of the sidewalk/sod to create a consistent, functional, aesthetically pleasing transition on both SnowKing avenue and Cache St. as discussed previously with Snow King. • Final determination of whether to install cement pad for bike pad in Phil Baux park which will require irrigation work in addition to pad pour. Have proposed temporary bike rack in/near the park with an additional rack located near the Gondola area. • Parks & Recreation will be paying to remove the non-functional ball field poles and lights currently in place. • Would like to see the plan for the parking/pathway lighting. Thanks, Rachel	APPROVED W/CONDITI	8/9/2022	8/30/2022	8/22/2022	

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Pathways Brian Schilling		8/9/2022	8/30/2022		
Planning Tyler Valentine (1/30/2023 11:11 AM TV) Condition #3 (no proposed changes) - A phased approach to re-landscaping the existing parking lot to reclaim the central portion of the lot shall be used. The party and financial responsibility of such improvements shall be determined by Lease Agreements. Condition #10 (revised) - The restaurant and associated amenities at the summit hours of operation shall be no later than 10:00 PM year-round for general use of the restaurant." Condition #11 (revised) - The gondola may run as late as 2:00 AM year-round in association with the observatory and special events. After 10:00 PM blackout curtains and shielded red lights shall be used for gondola loading. Condition #13 (new) - The Snow King Mountain Resort – Town of Jackson Operating Plan shall be updated to be consistent with this CUP Amendment within 30 days of Council approval.	APPROVED W/CONDITI	8/9/2022	8/30/2022	1/30/2023	
Police Michelle Weber		8/9/2022	8/30/2022		
Public Works Brian Lenz (9/23/2022 4:41 PM BTL) Did not review, will complete review on sufficient application.	INSUFFICIENT	8/9/2022	8/30/2022	9/23/2022	
Public Works Brian Lenz (1/25/2023 12:04 PM BTL) CONDITIONAL USE PERMIT AMENDMENT– APPROVED w CONDTITIONS P22-198 ADDRESS: 10 E Snow King Avenue OWNER: Snow King Mountain Resort / Town of Jackson APPLICANT: Snow King Mountain Resort, c/o Ryan Stanley 1/25/2023 Brian Lenz, 733-3079 DATE OF SUBMITTAL: August 8, 2022 DATE OF MATERIALS: Letter, 8/1/2022; REVISION NO.: The engineering division has reviewed your application for a CONDITIONAL USE PERMIT submitted on and with application materials as dated above. CONDITIONS OF APPROVAL: 1. Any revisions to the scope of work covered by the original CUP, Gondola Lease, grading permit, and any other relevant permits must be amended to reflect any changes. Additional rental fees may be due if the work as originally contemplated is not completed, verify with Town Attorney.	APPROVED W/CONDITI	10/31/2022	11/2/2022	1/25/2023	

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					
START		8/9/2022	8/30/2022		
Darren Brugmann					

PLANNING PERMIT APPLICATION
Planning & Building Department

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

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

For Office Use Only

Fees Paid _____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: Gondola CUP Amendment

Physical Address: 10 E. Snow King Avenue

Lot, Subdivision: PT NW 1/4 SW 1/4 Sec 34, TWP 41, RNG 116 Tract B, Deed 090086 PIDN: _____

PROPERTY OWNER.

Name: Snow King Mountain Resort LLC Phone: 307 734-3351

Mailing Address: PO Box 1846, Jackson WY ZIP: 83001

E-mail: ryan@snowkingmountain.com

APPLICANT/AGENT.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

DESIGNATED PRIMARY CONTACT.

X Property Owner _____ Applicant/Agent

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

Use Permit

_____ Basic Use

X Conditional Use

_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment

_____ Variance

_____ Beneficial Use Determination

_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan

_____ Development Plan

_____ Design Review

Subdivision/Development Option

_____ Subdivision Plat

_____ Boundary Adjustment (replat)

_____ Boundary Adjustment (no plat)

_____ Development Option Plan

Interpretations

_____ Formal Interpretation

_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment

_____ Map Amendment

Miscellaneous

X **Other:** CUP Amendment

_____ Environmental Analysis

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

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

Original Permit #: P20-182 Date of Neighborhood Meeting: _____

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

Have you attached the following?

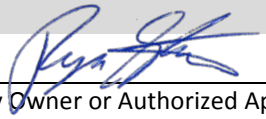
X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

_____ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF.

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

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

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



Signature of Property Owner or Authorized Applicant/Agent

Aug 1, 2022
Date

Ryan Stanley
Name Printed

President
Title

October 17, 2022

Ryan Stanley
President
Snow King Mountain Resort
PO Box 1846
Jackson, WY 83001

Tyler Valentine
Senior Planner
150 E Pearl Ave
Jackson, WY 83001

CC: Tyler Sinclair

RE: Gondola CUP Amendment – Insufficiency Letter Response

Dear Tyler,

In response to your letter dated August 19, 2022, I would like to provide the following requested additional information with respect to the Gondola Conditional Use Permit Amendment.

1. We would like to specifically amend Gondola Conditional Use Permit conditions of approval 3, 10, and 11. These conditions are stated below:

3: A phased approach to re-landscaping the existing parking lot to reclaim the central portion of the lot shall be used. The financial responsibility of such improvements shall be determined by lease agreements.

10: The restaurant and associated amenities at the summit hours of operation shall be no later than 10:00pm in the summer and 9:00pm in the winter for general use of the restaurant and events. The gondola may run for one hour after closing of these facilities to accommodate staff and closing operations.

11: The Town is supportive of the proposed observatory. The applicant shall be required to amend the Conditional Use Permit to accommodate gondola hours of operation to accommodate the observatory at a later date.

With respect to requirement 3, due to the fact that there is currently no Town Council approved plan for Phil Baux Park redevelopment, nor Town funding for the redevelopment of the park, we would like to propose retaining the current functionality of the parking loop. In lieu of removing the central area of the parking lot and replacing it with grass we would like to propose paying for needed maintenance work on the parking lot as well as the installation of chair lift benches in the park associated with the JH Public Art Square to Summit Community Connector Chairlift project.

We propose amending condition number 3 to read as follows:

Snow King Mountain will pay for repairs to the parking lot associated with the Town's sewer line installation work, seal coating of the parking lot, curb repairs, and striping of parking spots. In addition, Snow King will pay for the installation of chair lift benches in the Phil Baux park area associated with the JH Public Art Square to Summit Community Connector Chairlift project.

Snow King Mountain is currently undertaking construction of a $5M planetarium and observatory to provide a unique public education and research facility to our community and visitors. This facility will contain a 1-meter telescope with state-of-the-art stabilization technology for viewing the universe, an 8-meter planetarium dome for viewing images seen through the telescope as well as other educational programs, and a 40-person classroom for lectures on astronomy. In order to successfully and sustainably operate this facility long into the future, Snow King requires the use of the gondola for late night operations as well as the ability to use the summit building to serve guests at the summit during evening operations both to provide an exceptional experience as well as to financially sustain and support observatory operations.

We propose deleting CUP condition number 11 and amending condition 10 to read as follows:

Snow King Mountain will ensure that all operations of the gondola and summit amenities serving the observatory after 10:00pm in summer and 9:00pm in winter will abide by dark sky compliance ordinances.

2. Regarding changes to Phil Baux park, as mentioned above, we propose paying for repairs to the parking lot associated with the Town's sewer line installation work, seal coating of the parking lot, curb repairs as needed throughout the park, and striping of parking spots. In addition, Snow King will pay for the installation of chair lift benches in the Phil Baux park area associated with the JH Public Art Square to Summit Community Connector Chairlift project. It is estimated that the cost of this work combined is approximately $50,000. Snow King proposes to work with staff on the exact location and number of chair lift benches to be installed in the park up to a maximum of 6. We believe we have gone above and beyond minimum requirements for beautification at the base of the mountain with the improvements that have been made to date. Well over $1M has been invested in landscaping, the hardscape gondola plaza with snowmelt system, stairs connecting the upper parking lot and gondola plaza with snowmelt system, asphalt pathway to the lodge room, irrigation system for the base area, replacement of the Town's old clay sewer line from the ice rink, relocation of park irrigation, and bike parking for the park. That investment is a small fraction of the overall investment into the gondola, relocation of the Cougar lift, upgrades to snowmaking, and other upgrades to the base of the mountain that will benefit the community for decades to come.

3. This amendment complies with all 8 of the findings in section 8.4.3.C of the Town of Jackson Land Development regulations listed below:

    1. Is an appropriate site for the use in consideration of a comprehensive community -wide location study for the use;
    2. Will not constitute a substantial physical hazard to a neighboring property; and
    3. Will not have a significant adverse effect on publicly-owned land;
    4. Minimizes adverse environmental and visual impacts to the extent possible, considering the nature and essential existence of the use;
    5. Will not damage or contaminate a public, private, residential, or agricultural water supply source;
    6. Complies with all standards imposed on it by all other applicable regulatory agencies;
    7. Complies with all relevant standards of these LDRs and other Town Ordinances; and
    8. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

4. As indicated in the letter dated September 14th regarding the construction deadline, we will not be able to meet the 4/26/23 deadline for completion of all construction associated with the Gondola CUP. A number of construction delays have prevented us from completing all items as required by the deadline. Recognizing that we have acted in good faith on continued progress over the past two years, we would like to request an extension of three months on the construction deadline for the Gondola and Cougar Lease Agreement. This extension will ensure we are able to secure contractors to complete whatever remaining work is agreed upon with the Council as soon as possible next summer.

Please let me know if you have any additional questions.

Sincerely,



Ryan Stanley

Tyler Valentine

From: Ryan Stanley <ryan@snowkingmountain.com>
Sent: Thursday, January 5, 2023 3:26 PM
To: Tyler Valentine
Subject: Re: Gondola CUP Amendment

Tyler,

Please let this email reply serve as our request to waive the 90-day requirement to be in front of the Town Council based upon the date which we applied.

Thanks,
Ryan

Ryan Stanley
General Manager
Snow King Mountain Resort
ryan@snowkingmountain.com
Office: 307-201-5004

On Jan 5, 2023, at 3:23 PM, Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

Ryan,

We are still working on this Gondola amendment request and we are currently scheduled for 2/6 Council. I realized that we have an LDR requirement that requires us to get you before Council within 90 days of sufficiency. Since your sufficiency was on November 2nd, the 2/6 date is beyond the 90 days. Can you get me an email request to waive the 90-day requirement?

Thanks!

Tyler Valentine
Senior Planner, AICP
Town of Jackson
Phone (307) 733-0440 #1305
tvalentine@jacksonwy.gov
www.jacksonwy.gov
<image001.png>

Snow King Mountain Resort – Town of Jackson Operating Plan

Hours of Operation

Generally, for Snow King Mountain to succeed with its business offerings, all activities need to be available to guests at the same time so that guests can experience the full range of activities as part of their visit, regardless of the time they choose to visit. Therefore, it can be expected that all activities may be open during the hours of operation listed below during both summer and winter.

Summer Hours of Operation:

Lifts and Activities:
(Mountain Coaster, Rafferty Zip-line, Alpine Slide, Miniature Golf, Maze, Bungee Trampoline, Summit Gondola and Rafferty Lift)

May 15 to June 14:	10:00am – 5:00pm
June 15 to August 15:	10:00am – 9:00pm
August 16 – October 16:	10:00am – 5:00pm

The hours of operation listed above will ensure a quiet time in the morning for cemetery visitors and burials into the future.

Up to 5 days of one additional hour either later or earlier to accommodate special groups, gatherings, or events are allowed as part of this operating plan. Snow King has proposed to shut down for pre-planned events at the Aspen Hill Cemetery for a similar number of days and time.

The Kings Grill (restaurant located at the base of the Rafferty Lift) will operate 10:00am – 9:00pm and close no later than 10:00pm for gatherings in the space.

Restaurant and Special Events – Summer
At the time a new facility at the summit of the mountain is constructed, or at the time of completion of the proposed observatory at the summit, the gondola would be allowed to operate without restriction until 10:00pm. After 10:00pm, the summit facilities would use blackout curtains or other means of blocking light to prevent light pollution from any buildings. Fully shielded red outdoor lights would be used for pedestrian safety to load and unload the gondola after 10:00pm to service the proposed observatory and restaurant at the summit. This situation would be used to mitigate both stargazing and any events or gatherings at a new restaurant facility. The gondola would operate as needed until 1:00 am to serve stargazing gatherings at the summit and events at the restaurant. The Town interprets this to mean that gondola operations after 10:00 p.m. will be limited to stargazing and other special events like weddings or other group events but not open to the general public for normal restaurant operations. Ultimately, design elements of the building combined with operating plans to minimize light pollution would seek to create a situation whereby any events or gatherings at

night would be minimally visible from the Town below.

Winter Hours of Operation:

Lifts and Activities:
(Rafferty Lift, Cougar Lift, Magic Carpets, Summit Gondola, Tubing, Mountain Coaster)

November 1 – December 10:	9:00am – 6:30pm
December 11 – April 15:	9:00am – 9:00pm

Lighting

Prior to the construction of a new gondola it is anticipated that night skiing lights would be turned off no later than 8:00 pm following ski patrol sweep of the mountain. Following the construction of new facilities, night skiing hours may be extended with lights to be turned off no later than 10:00 pm following ski patrol sweep of the mountain. Typically, lights are left on for one hour following close to allow for the ski patrol to sweep the mountain in a safe lighted environment, and to have the opportunity to react in the event of an injured or lost skier.

Restaurant and Special Events - Winter

At the time a new gathering facility at the summit of the mountain is constructed, or at the time of completion of the proposed observatory at the summit, it is proposed that the gondola would operate until 10:00pm to serve the restaurant. After 10:00pm, the summit facilities would use blackout curtains or other means of blocking light to prevent light pollution from any buildings. Fully shielded red outdoor lights would be used for pedestrian safety to load and unload the gondola after 10:00pm to service the proposed observatory at the summit. The gondola would operate as needed until 1:00am to serve stargazing gatherings at the summit observatory. In winter time it is not anticipated that stargazing will take place past 11:00pm at night; however, in the spring and fall months stargazing events would likely go later in the evening. As with summertime operations, the Town interprets this to mean that gondola operations after 10:00 p.m. will be limited to stargazing and other special events like weddings or other group events but not open to the general public for normal restaurant operations. With light mitigation measures in place this activity should have minimal impact upon dark skies or the visibility of activity at the top of the mountain.

During the winter months it is anticipated that snowmaking may occur starting as early as late October and lasting as late as January. With increased water capacity associated with the gondola improvement project it is anticipated that snowmaking will get done faster than in the past, minimizing the duration of impacts associated with this activity.

Maintenance Hours of Operation

Maintenance hours of operation shall be addressed in the future as part of the Conditional Use Permit review for the relocation of Mountain Operations to this area.

Ticketing Booth

The Ticket booth associated with the gondola shall not be operational more than half an hour prior to opening of facilities to the public.

Aspen Hill Cemetery

As part of this operating plan Snow King Mountain will work cooperatively with the Aspen Hill Cemetery. At the request of the Town's Cemetery Sexton Snow King Mountain Resort shall cease all recreational uses and noise in the vicinity of the cemetery for the duration of a specified service. The Cemetery Sexton shall provide Snow King Mountain Resort with a minimum of 48 hours advanced notice for each cemetery service which requires pausing recreational activities in the vicinity of the cemetery. However, Snow King reserves the right to request an alternate service time when a previous large booking or event has been planned in advance.

Snow King Mountain Code of Conduct

As part of this operating plan Snow King Mountain intends to develop a new code of conduct for visitors to convey an understanding of their place within the community and impacts associated with their visit. This code of conduct will incorporate environmental awareness, encourage limiting noise, and generally seek to incorporate existing community best practices for guests as an educational strategy to limit the impact of their visit. This code of conduct will be incorporated into marketing materials, signage, and into advance communication with guests at the time of online activity booking. While it cannot be expected this tactic will eliminate spontaneous screams of joy from guests on certain activities, we hope it will provide guests a better understanding of their environment, the concerns of the community, and potentially reduce excessive noise associated with people having fun outdoors.

Design Considerations

A wide variety of design considerations will be incorporated into all future activities and facilities that seek to minimize visual and noise impact within and outside the resort district. Some of the design elements discussed with proposed projects to date are listed below; however, as new opportunities arise for mitigation as part of any new construction, they will be added to this list.

- Tree planting along the eastern property border of Snow King Mountain private property to screen visual impacts and noise associated with activities in the Rafferty Center.
- Zip-lines will be designed to minimize noise through the purchase of trolleys designed to minimize noise travelling down the cable and through the purchase of a catchment system at the base that minimizes noise as riders come to a stop. A variety of trolley systems exist that make substantial noise and Snow King will work with the manufacturer to purchase the quietest possible version. Most large zip-lines use spring catchment systems that make substantial noise upon impact to stop

riders coming into the platform. Snow King has worked with the manufacturer to obtain a catchment system that eliminates the spring system and uses a quiet mechanism for slowing and stopping riders.

- If possible, coated cable will be procured to additionally limit noise from trolleys travelling down the cable.
- Mature trees will be planted around the top and bottom stations of the zip-line to minimize visual impacts associated with the activity and help blend it into the natural environment.
- The gondola will be designed with a top drive (motor and drive system located at summit of the mountain) so that noise at the base area terminal will be minimized.
- Snowmaking water capacity will be increased so that snowmaking operations can be completed faster minimizing impacts associated with this critical component of winter operations.

Together the aforementioned hours of operation, code of conduct, and facility design considerations seek to balance the goal of creating a vibrant mixed-use resort district, as directed in the Teton County Comprehensive Plan, with the desire to minimize environmental impacts associated with the resort district. It is anticipated that this operating plan will be amended over time to reflect the changing nature of Snow King Resort and the community within Jackson Hole.

Tyler Valentine

From: Samuel Singer <samuel@wyomingstargazing.org>
Sent: Friday, January 6, 2023 1:59 PM
To: Tyler Valentine
Subject: Re: Snow King Gondola
Attachments: image001.png



Excellent. Glad to hear that things are going well!

2am throughout the year would be awesome!

As far as lighting goes. I think Ryan is on the right track. All lights need to be fully shielded and using red lights only after dark will dramatically reduce light pollution, support nocturnal wildlife, and provide safely lit pathways for people.

Cheers,
Samuel

On Fri, Jan 6, 2023, 1:47 PM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

> So far things are still going well. Thanks for asking.
>
> And thank you for confirming those items in green. At this time staff will be recommending that the gondola be able to run until 2 AM year-round for the observatory.
>
> Also, Ryan was talking about blackout shades and red lights being used after 10 PM to reduce light pollution. I don't know much about that. What measures do you envision as sufficient in reducing light pollution late into the night?
>
> **From:** Samuel Singer <samuel@wyomingstargazing.org>
> **Sent:** Thursday, January 5, 2023 9:32 PM
> **To:** Tyler Valentine <tvalentine@jacksonwy.gov>
> **Subject:** Re: Snow King Gondola
>
> Hi Tyler,
>
> Happy New Year! I hope you had a great holiday season. Any updates on the gal you've been seeing?

Below are answers to your questions about the observatory in green.

All the best,

Samuel

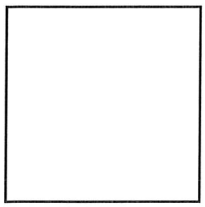
On Wed, Dec 28, 2022 at 4:10 PM Tyler Valentine <tvalentine@jacksonwy.gov> wrote:

> Samuel,
>
> Ryan Stanley is back with an amendment to his Gondola CUP, specifically to address the Gondola hours of operation as it relates to the observatory. In reading through the last CUP staff report, you were quoted saying that the summer events last at least until 1 AM. I had a few questions for ya:
>
> 1. I wanted to confirm this is still true, that events will go to at least 1 AM. **There will likely be stargazing events at the observatory during the summer that would end at around 1AM.**
> 2. If events last until 1 AM, how much additional time would be needed for quests to get back down the mountain? Perhaps 1 additional hour? In other words, the Town will likely be setting a cut-off time to operate the Gondola but we want to make sure it accommodates a timeframe that supports the observatory. **Yes, I think 1 additional hour is a reasonable amount of time to get everyone down the mountain.**
> 3. Are there any winter or non-summer events that the Town should be aware of that go past 10 PM? **We are hoping to have stargazing events up there throughout the year that would go past 10pm. It would be wonderful to have a 11PM or 12AM cut-off time for winter and non-summer events.**
> 4. Will the observatory have snacks and non-alcoholic drinks for those participating in an event? **Yes, there is a catering kitchen in the facility that will be able to provide snacks and non-alcoholic beverages for the events.**
> 5. Do you have any additional information on the observatory that can be shared? (i.e., site plan, elevations, lighting, etc.). **I'll need to check with Snow King about that.**
>
> Also, no rush, I have another 3 weeks before this report is due. Hope you are well!
>
> **Tyler Valentine**
>
> **Senior Planner, AICP**
>
> **Town of Jackson**
>
> **Phone (307) 733-0440 #1305**

tvalentine@jacksonwy.gov
www.jacksonwy.gov



--



Samuel Singer, PhD (he/him)

Founder and Executive Director

Wyoming Stargazing

1135 Maple Way Unit 1

PO Box 9584

Jackson, WY 83002

Cell Phone: 307-413-4779

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https://calendly.com/samuel-singer-wysg/meeting

www.wyomingstargazing.org

https://www.youtube.com/wyomingstargazing/

https://www.instagram.com/wystargazing/

https://www.facebook.com/wyomingstargazing

https://www.linkedin.com/company/wyoming-stargazing/

https://twitter.com/wystargazing

STAFF REPORT

Meeting Date:	February 6, 2023	**Meeting Title:**	Regular Council Meeting
Submitting Department:	Planning	**Presenter:**	Tyler Valentine
Agenda Item:	Item P22-277 - Request for a Subdivision Plat at the properties addressed at 430 & 440 W. Kelly Avenue.	**Public Comment:**	Yes

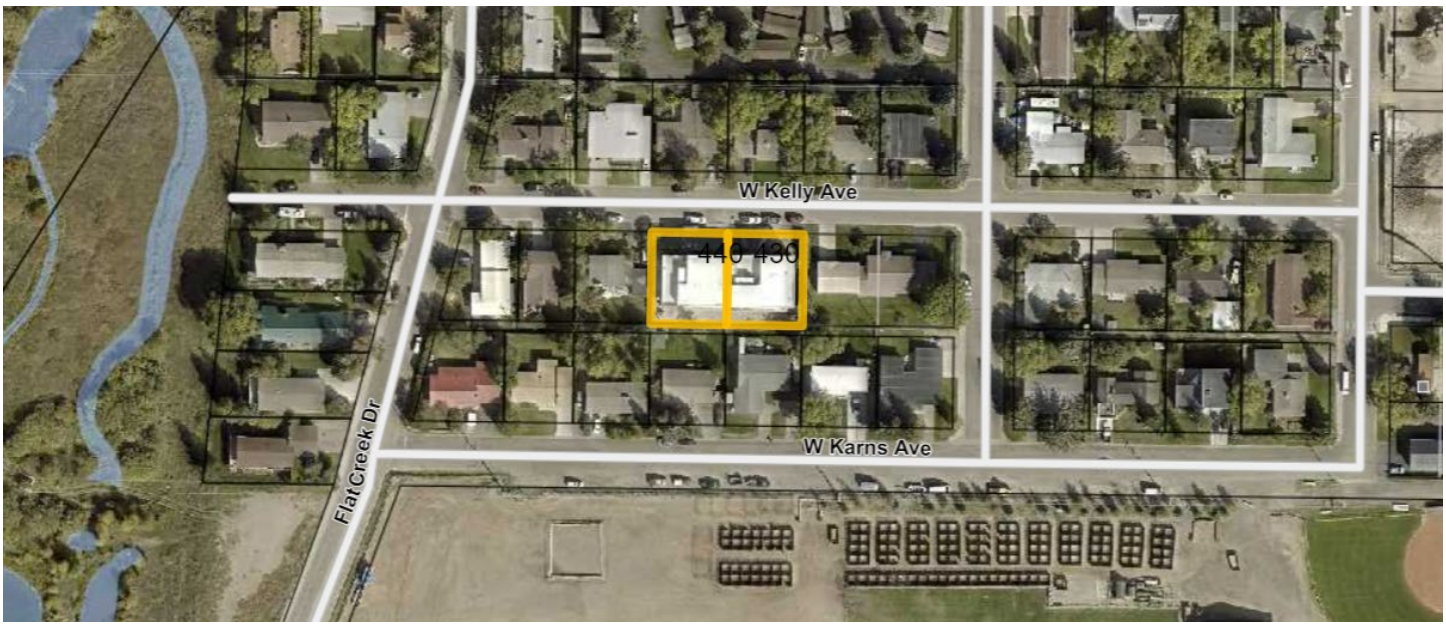
Purpose & Policy Considerations.
A Subdivision Plat is required to divide land or airspace, including condominiums and townhouse subdivisions, and all subdivision plats must be reviewed and approved by the Town Council at a public hearing per Section 8.5.4 of the Town of Jackson Land Development Regulations.

Requested Action.
The applicant is requesting approval of a Subdivision Plat for the 440 West Kelly Condominium Addition to the Town of Jackson at the properties addressed at 430 & 440 W. Kelly Avenue.

Recommendations.
The Planning Director recommends **approval** of a Subdivision Plat for the 440 West Kelly Condominium Addition to the Town of Jackson at the properties addressed at 430 & 440 W. Kelly Avenue, subject to the Land Development Regulations, the department reviews attached hereto, and the following condition(s) of approval:

1. Within thirty (60) calendar days from the date of Town Council approval, all departmental reviews shall be addressed to the satisfaction of the Town, and said the plat shall be recorded with the County Clerk, otherwise the subdivision plat shall expire.
2. Park and School Exaction fees shall be paid prior to recording the plat.

Project Location.
The properties are addressed as 430 & 440 W. Kelly Avenue and legally described as Lots 3 & 4, Block 6, Karns 4th Addition to the Town of Jackson. An aerial photo and zoning map are shown on the following page:





Background/Project Description.

Background: The subject properties, currently owned by the Town of Jackson, are located within the Neighborhood High Density – 1 (NH-1) zoning district. The surrounding zoning on all sides is also NH-1. In total, the site is 0.32 acres in size and historically consisted of a detached single-family home which was removed in 2021 to make way for a future workforce deed-restricted housing development. The Town of Jackson provided the land for the housing development, which was purchased for $1,703,416.03 in January 2019, and later entered into a partnership with Roller Development and Studio Tack to develop 12 workforce ownership condominiums, 4 of which are revolving employee rights of first purchase for Town of Jackson employees. A building permit (B20-0794) for the development was issued on April 4, 2021, and is near its completion.

Project Description: The applicant is proposing a subdivision plat to subdivide the 12 residential units into ownership condominiums. The development is approximately 12,500 sf, 3 stories, and consists of 2 one-bedroom units & 10 two-bedroom units. All units will have a workforce ownership deed restriction placed on them which is consistent with the partnership between the Town of Jackson and Roller Development and Studio Tack. In addition, the developer has offered, and the Town has accepted, as consideration for that Ground Lease, revolving first options to purchase four (4) residential units within Kelly Place Condominiums for the Town's employees. A draft of the workforce ownership deed restriction and Employee Right of Purchase Agreement is attached to the applicant's submittal.

Analysis.

Staff finds that as conditioned, the proposed subdivision plat is in conformance with the LDRs, previously approved building permit, and partnership agreement with Roller Development and Studio Tack. Park and School Exactions are required to be paid for 10 new 2-bedroom units since there are 2 existing parcels that carry a credit. Park Exactions for 10 two-bedroom units are estimated to be $20,250.00 and School Exactions are estimated to be $15,000.00. According to LDR Section 8.5.4.F, the subdivision plat shall be recorded with the County Clerk within 60 days of Town Council approval.

Comprehensive Plan & Priority Alignment.

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

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

   Complies. Neither a Development Plan nor Development Option Plan was required since this project is 100% deed restricted. Thus the building permit serves the purpose of the Development Plan, which is to ensure compliance with the physical development standards found in the Town LDRs.

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

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

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

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

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

   Complies. Staff finds that the proposed subdivision complies with the provisions of the LDRs and meets the minimum lot size requirement. In addition, the subdivision complies with all other Town Ordinances.

Fiscal Impact.
Park Exactions - $20,250.00
School Exactions - $15,000.00

Staff Impact.
The amount of staff time to review, research and write this report including future work to send final letters and obtain signatures for the plat is approximately 20 hours.

Attachments or Links.
Department Reviews
Applicant Submittal

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

I move to **approve** Subdivision Plat (P22-277) for the 440 West Kelly Condominium Addition to the Town of Jackson at the properties addressed at 430 & 440 W. Kelly Avenue based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated February 6, 2023.

Project Plan Review History

PLANNING

Project Number P22-277
Project Name 440 W Kelly Ave. - Subdivision Plat
Type FINAL PLAT
Subtype CONDO/TOWNHOUSE
Status STAFF REVIEW

Applied 11/18/2022 AL
Approved
Closed
Expired
Status

Applicant Jorgensen Associates, P.C.
Owner TOWN OF JACKSON

Site Address 440 W Kelly Avenue
City
State
Zip

Subdivision
Parcel No 22411633169001
General Plan

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Building Kelly Sluder	APPROVED	11/22/2022	12/13/2022	11/29/2022	
County Clerk Corina Dorman		11/22/2022	12/13/2022		
Fire Kathy Clay (11/30/2022 11:10 AM AL) No comments from JH Fire regarding the subdivision plat application for 430/440 W Kelly. Thank you! Lisa	NO COMMENT	11/22/2022	12/13/2022	11/30/2022	
Joint Housing Dept Stacy Stoker		11/22/2022	12/13/2022		
Legal Lea Colasuonno		11/22/2022	12/13/2022		
Parks and Rec Steve Ashworth (12/2/2022 3:55 PM AL) Comments from P&R on P22-277: Street frontage is approximately 150' with the entrance to parking there is approximately 65' of planter strip on either side. Max number of trees in a space of that distance is 3 spaced at minimum 25'. Landscape plan should include minimum spacing and adjust plantings accordingly. Multi-stem Aspen are not appropriate for street plantings unless there is more than 6' of planter strip. The conceptual represents pretty well the impacts of the trees on the sidewalk and possible road clearance. Total of 14 multi stem aspens represented. Would suggest diversifying into 2 species of deciduous. Attached is street tree list for planter strip reference. (See P22-277 folder for tree list) Thanks, Rachel		11/22/2022	12/13/2022	12/2/2022	See comments

Project Reviews

Type of Review	Status	Dates			Remarks
Contact		Sent	Due	Received	
Notes					
Pathways	APPROVED W/CONDITI	11/22/2022	12/13/2022	12/9/2022	see comments

Brian Schilling
(12/9/2022 4:19 PM AL)
P22-277 – 430 and 440 W. Kelly – Plat Adjustment
Comments from Teton County/TOJ Pathways Department
Status: approved w/conditions

- It is not clear that comments from the Pre-App submittal were addressed, but the site plans submitted with the Plat Adjustment seem to indicate that items such as the continuous sidewalks were not included. This would need to be corrected prior to project completion. Please indicate whether the comments below were addressed.
- Comments from Pre-App review:
- Sidewalks and driveway crossings
  - Sidewalks shall be continuous when crossing access driveways. The concrete sidewalk surface and texture shall continue uninterrupted across the entire access driveway.
  - The sidewalk shall be constructed so that it remains at a consistent vertical alignment with the sidewalk legs on either side of the driveway. I.e., the sidewalk shall not ramp down when crossing the driveway access, rather the driveway should rise to the level of the sidewalk. Any vertical change from the street elevation to the sidewalk elevation should be restricted to the driveway apron in the buffer space between the sidewalk and street
- Streetscape Dimensions and Site Layout
  - Streetscape shall conform to the Town of Jackson Community Streets Plan (adopted December 2015) dimensions for street width, parking, and streetscape (pedestrian space). All dimensions and pages referenced below are from the 2015 TOJ Community Streets Plan.
  - Kelly frontage
    - Kelly is classified as a “Local” (non-bus/truck traffic) Shared (non-bike network) street. It is located in the Village Neighborhood Form (see pages 10, 11, 14)
    - With a 60’ ROW, the recommended dimensions for Kelly are 10.5’ travel lane adjacent to parking lane, 6’ landscaped furnishing zone, and 5’ minimum sidewalk width (6’ preferred). (See pages 8, 9, 15). Staff recommends a 6’/6’ furnishing/sidewalk dimension if possible, with 6’/5’ as the minimum (see the top figure on p. 19 – 60’ ROW, Residential District, BT Street).
  - Access Driveways
    - The sidewalks across the access driveway on Kelly should be a continuous sidewalk treatment and should remain at the level of the sidewalk on either side. More information and sample diagrams can be provided.
- Bicycle Parking
  - Given the location, type of use, and parking plan of the proposed development, staff expects that there will be a high demand for bicycle parking.
  - Staff supports crediting the bike parking toward the development’s overall parking requirement.
  - The bike parking should ideally be a mix of short-term (for visitors, frequent/regular use) and long-term (for residents, infrequent use/storage).
    - Short-term parking (for visitors or guests parking for a few hours or less): the recommended style for short-term bike parking is one or more “single inverted-U” racks. “Wave,” “ribbon,” and “toaster” style racks shall not be used. The best location for a rack area is immediately adjacent to the entrance it serves. The rack area should be as close as or closer to the front entrance than the nearest car parking space, visible from the front entrance, hardscaped, and should not obstruct pedestrian flow.
    - Long-term parking (for employees/residents parking for more than a few hours—i.e. all-day or overnight): the recommendations for long-term parking include providing a secure, conveniently-accessed, well-lit, covered area with racks or lockers that will protect bikes from rain, snow and other elements and deter bike theft. The area does not have to be immediately adjacent to the access door for the business or residence, but should be located in a secure or monitored location or in a locked enclosure. Clustered bike racks, wall racks, or external bike lockers (i.e. not an indoor closet) are appropriate.
  - At least 2 spaces should be provided for each unit.
  - The bike parking should be constructed on a concrete pad. A grass surface will quickly deteriorate into mud from foot traffic during wetseasons and will be difficult to keep clear of snow. Also, a concrete surface will provide a more secure mounting surface for the racks and will discourage theft.
  - Staff supports including the bike parking towards the landscape surfacing requirement so that bike parking does not detract from the applicant’s landscape requirements. Conversion of a car parking spot to bike parking would also be supported.
  - Rack details and locations should be shown on site plans.
  - Jackson Hole Community Pathways will be happy to provide additional background information and guidance on site selection, layout, rack specification, and rack installation.
- Parked/Idling Vehicles
  - Vehicles idling near entrances and in common parking areas are a common problem. In 2010, the Town of Jackson adopted a resolution to reduce unnecessary vehicle idling. The Town actively seeks opportunities to partner with developers to increase awareness of and discourage unnecessary vehicle idling. The applicant is encouraged to work with the Town of Jackson and the Pathways department to install “No Idling” signs (provided by the Town of Jackson) at locations throughout the parking areas.

Type of Review / Contact / Notes	Status	Dates: Sent	Due	Received	Remarks
Planning	APPROVED W/CONDITI	11/22/2022	12/13/2022	12/20/2022	

Tyler Valentine
(12/20/2022 11:48 AM TV)
Applicant shall remove all references to setbacks and building envelope.

Applicant shall pay Park and School Exactions fees prior to recording the plat.

All units shall have a workforce restriction recorded at the time of plat recording.

Plat Review-Survey	11/22/2022	12/13/2022	12/15/2022	see comments

Other
(12/15/2022 10:27 AM AL)
Todd Cedarholm, PLS
Page 1 of 1
155 West Gill Ave PO Box 12290 Jackson, Wyoming 83002
Phone (307) 734-6131 fax (307) 734-1264 cellular (307) 413-1219 todd@onsightsurvey.com
Town of Jackson Planning Department and Building Department December 14, 2022
P.O. Box 1687
Jackson, WY 83001
ATTN: Tyler Valentine, Planner
RE: P22-277, Condominium Plat of Lots 3-4, Block 6, Karns 4th Addition
440 West Kelly Condominium Addition
Dear Tyler:
I have reviewed the revised plat dated 11-17-2022 accompanying the P22-277 application. I would suggest that the surveyor address the following items:
General content and Sheet 1
• The total plat acreage should be noted.
• A summary of the unit areas should be added.
• The condition described in that Encroachment Agreement in 303P1017 noted in the Certificate of Owner should be shown on the boundary survey, Sheet 2.
Sheet 2
• The LVE easement described in instrument #1036694 is shown on the map incorrectly. The easement should be drafted correctly and annotated.
• Since the building footprint lines are not parallel to the property boundary the offset distances will vary east to west and north to south. Offset distances from the building to the property boundary should be noted at the ends of each building footprint wall.
• The Basis of Bearing should be stated and/or labeled.
• The surveyor should place a standard monument complying with Wyoming statutory requirements at the southeast boundary corner in lieu of the “nail in fence post”.
Sheet 3
• A dimension should be shown from the NW building corner to the SW corner of LCE-D101 and from the NE building corner to the SE corner of LCE-D102.
• The area reported for LCE-S6 conflicts with area reported for LCE-S6 on Sheet 6.
Sheet 4
• The interior dimensions of the units and walls sum to a distance longer than the reported exterior building footprint lines on all sides.
Sheet 6
• The area reported for LCE-S6 conflicts with area reported for LCE-S6 on Sheet 3.
This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. This review only indicates that an examination of the exhibits has been made.
Sincerely,
Todd Cedarholm, PLS
County Surveyor, Teton County, Wyoming

Plat Review-Title	11/22/2022	12/13/2022	12/14/2022	see comments

<none>

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes

(12/14/2022 3:24 PM AL)
TITLE 22 CONSULTANTS PLAT REVIEW
440 West Kelly Condominium Addition to the Town of Jackson
Platted From: Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson
Located: Town of Jackson
Owner/Subdivider: Fee Owner: Town of Jackson, a Wyoming municipal corporation
Lessee pursuant to recorded Ground Lease: 440 W Kelly Partners, LLC, a Wyoming limited liability company
NOTE: 440 W Kelly Partners, LLC is inactive and has been administratively dissolved by the State of Wyoming. This entity must be reinstated prior to executing any documents.
Summary: The land is to be subdivided into 12 residential condominium units, to be subject to workforce housing restrictions.
Additional Documents to be Recorded Provided with Plat: 1) Declaration of Condominium 2) Workforce Housing Restrictions 3) Employee Right of Purchase Agreement 4) Certificate of Mortgagee (not provided for review)
Title Report provided by Wyoming Title & Escrow Effective Date: 10.12.22
Note: Title 22 Consultants has not prepared a title report or conducted a “patent to present” search of subject land; we are basing our review on the title report provided by the title company identified above.
New documents filed of record subsequent to the effective date:
? N/A
PLAT REVIEW
ACCESS: Legal access is provided via W. Kelly Avenue (public street)
EASEMENTS/ENCUMBRANCES: All easements cited on the title report ? Are ? Are Not shown on the proposed plat (located and/or included in the Certificate of Owner).
STREETS/ALLEYS:
? Dedicated to the public
? Private, with rights of way granted to each lot owner
? N/A, no streets or alleys within plat boundary
AIRSPACE UNITS (2 DIMENSIONS) ? Are ? Are Not properly shown.
Units ? Are ? Are Not PROGRESSIVELY NUMBERED.
The underlying land ? Is ? Is Not VACATED.
CERTIFICATES:
Certificate of Owner(s) ? Included ? To be provided via separate Affidavit
Certificate of Surveyor ? Included ? Not included
Certificate of Acceptance from ? Town of Jackson ? Teton County ? Included ? Not Included
Certificate of Mortgagee(s) ? Referenced ? To be provided via separate Affidavit ? N/A
See comments – one mortgage (Shaw Deed of Trust) is missing.
PLAT REVIEW – Conclusions
Recommendations: Title 22 Consultants strongly recommends the following changes to the proposed plat:
1) Ownership
The biggest confusion I am seeing is when the deed from TOJ to 440 W Kelly Partners will be recorded in relation to the recorded documents. Per the terms of the lease, this will happen upon issuance of Certificate of Occupancy and lender verification – is that before or after the plat is recorded?
a) If the plat is recorded prior to the deed: The Certificate of Owner needs to also include Town of Jackson as the fee owner.
b) If the plat is recorded after the deed: 440 W Kelly Partners needs to be identified as the owner, not the lease-holder.
Either way, a correction to the Certificate of Owner is required.
2) Certificate of Mortgagee
a) The Bank of Jackson Hole Affidavit was not provided for review.
b) Bank of Jackson Hole has been acquired by National Bank Holdings Corporation. Todd Ellingson has provided me with a contact at NBH, and I have reached out to her as to

how they will be executing documents going forward.
c) The plat omits reference to a Certificate of Mortgagee for a second mortgage of record in favor of Shaw Construction of Wyoming LLC (#8 in the title report). Please add this to the plat.
3) Certificate of Owner
We have the following comments in addition to the ownership issue mentioned above:
a) If the deed to 440 W Kelly Partners LLC is recorded prior to the plat, references to the ground lease should be deleted.
b) Reference to the Assignment of Rents (Instrument 1015146) and the Shaw Deed of Trust (Instrument 1042971) should be deleted.
c) If the encroaching fence from the Benny Tucker property was removed during the construction process, the Encroachment Agreement (Book 303, Page 1017) should be deleted.
4) Recorded Instruments
a) Declaration of Condominium: This document erroneously refers to the new subdivision as "440 West Kelly Condominiums" throughout, which should be changed to "440 West Kelly Condominium Addition to the Town of Jackson."
b) Declaration of Condominium: The Declarant/Owner is identified as 440 W Kelly Partners LLC. If this is to be recorded after the deed from TOJ to 440, this is correct. If it is to be recorded prior, this needs to be corrected.
c) Declaration of Condominium: The unit numbers on Exhibit A (ownership percentages) do not match the unit numbers on the plat.
d) Declaration of Condominium: Paragraph 1.1 does not include a legal description, as it references the plat to be recorded. Perhaps this should include a reference to the underlying lots to be vacated.
e) Employee Right of Purchase Agreement: The title refers to "Kelly Place Condominiums." This should be corrected to reflect the correct legal description of the property.
f) Employee Right of Purchase Agreement: The recitals state that TOJ is the owner of the property, so this is the same issue/question as to timing of recordation of the TOJ to 440 deed.
g) Special Restrictions: It would appear that 440 W Kelly Partners LLC is to be identified as the owner, so this is the same issue/question as to timing of recordation of the TOJ to 440 deed.
Comments/General Observations: For your review and consideration, may not require changes:
1) Survey Matters
We did not conduct a physical inspection, or closely review survey related matters on the proposed plat, so we defer to On Sight Land Surveyors for all survey issues.
2) Parking
The numbering appears odd at first (skipped numbers), but upon further review it seems to be due to the existence of 6 tandem parking spaces. It appears that P3 is actually P3/P4, P5 is actually P5/P6, etc. Should this be addressed for the purpose of clarity?
Next Steps:
1. ENTITY DOCS – The owner should provide a copy of the LLC Operating Agreement and all amendments for review, to make sure the plat properly identifies the entity, and that the Certificate of Owner is executed by the correct party.
2. EXECUTION/ACKNOLWEDGEMENT - Once the plat and all documents to be recorded have been executed and notarized, carefully review as to proper execution and acknowledgement prior to recordation. Please also verify that all Exhibits are attached and properly labeled.
3. IMPLEMENT THE SOLUTIONS identified above, and provide corrected plat and documents to Title 22 Consultants for final review. There is no additional charge for up to one hour of subsequent review.
PLAT REVIEW – Disclaimer
Title 22 Consultants is not providing legal services or a legal opinion, and is not licensed to practice law in the State of Wyoming or any other state. Further, Title 22 Consultants is not

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					
providing any type of insurance service, or title insurance, and is not authorized to transact insurance in the State of Wyoming or any other state, and is not a licensed abstractor or title agent as set forth in Wyoming Statutes. Please consult an attorney or duly licensed title company if you have legal questions, or questions about the insurability of the land to subdivided pursuant to the proposed plat. Plat Review submitted by: 12.14.22 Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company nancy@title22consultants.com					
Police		11/22/2022	12/13/2022		
Michelle Weber					
Public Works	APPROVED W/CONDITI	11/22/2022	12/13/2022	12/21/2022	See comments
Jeff Silliman					

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks

Notes
(12/21/2022 5:31 PM BTL)
FINAL PLAT – APPROVED w CONDTITIONS

P22-227
ADDRESS: 440 W Kelly Ave
OWNER: Town of Jackson
APPLICANT: Jorgensen Associates, Matt Gotham; on behalf of Post Company and 440 W Kelly Partners, LLC.

12/21/2022
Brian Lenz, 733-3079

DATE OF SUBMITTAL: 11/17/2022
DATE OF MATERIALS: Plat, 11/18/2022
REVISION NO.: 00

BOND FOR MONUMENTATION: $2,000

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

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

PRIOR TO FINAL PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:

GENERAL
1. Coordinate with the Town Engineer and Attorney to grant a Sewer Utility Easement across the southerly 15 feet of the property to be created with the plat or recorded at the same time as the plat.
NOTES
2. State statute requires that the "THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE" be in all capital letters. Review and revise accordingly.
WATER RIGHTS NOTES
3. Remove the note regarding the municipal water supply being appurtenant to the land. We reviewed this note with our consultant and while the lands are benefitted by the Town's water rights, they are not appurtenant to the land. Our intent is to avoid a situation where a landowner is in arrears and we are shutting the water off, and they cite the plat that their land is entitled to water.
CERTIFICATE OF ENGINEER
4. The certificate reference a stormwater system and that it is connected to the Town's stormwater system. It is not clear what this is in reference to. Review and revise accordingly.
CERTIFICATE OF SURVEYOR
5. Remove the language regarding the Town's domestic water rights, see NOTES comment above.
CERTIFICATE OF OWNER
6. Per discussion from title review, depending on order of recordation, the lease holder is not the owner. Remove "lease-holder" from the first statement. Also remove from the title listing the OWNER's address.
7. Review and revise as necessary per title and surveyor review.
8. Remove the reference to lighting facilities in the statement regarding Town of Jackson access.
9. Remove references to encumbrances that are no longer valid, per title review. Recommend terminating them in the public records as well.
10. Add a statement acknowledging the new Town of Jackson Sewer Easement,
11. If applicable add a note to the affect that, there are no water rights attached to said subdivision.
PLAT SHEETS
12. Provide for a 15 feet wide sewer utility easement along the southerly boundary created by the plat or acknowledged by separate instrument at the time of plat.
13. Remove setbacks from the plat sheets.
14. Review and revise monumentation per surveyor review.
CONDO DOCUMENT
15. 2.11 General Common Elements: It has still not been explained to me what the phrase "to (but not at) the outlets" means. Review and revise accordingly and if at all possible provide an explanation as to what this term means.
16. 7.2(b): Review and revise if water and sewer lines should be included in this list of GCEs as they are not shown on the plat but are GCEs within the document.

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					
START		11/22/2022	12/13/2022		
Darren Brugmann					

JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
|www.jorgeng.com

January 24, 2023

Tyler Valentine
Town of Jackson Planning Dept.
P.O. Box 1687, 150 E. Pearl Avenue.
Jackson, WY 83001
Via email: tvalentine@jacksonwy.gov

RE: P22-227 – 440 West Kelly Condominium Addition Plat S/D Application – Response to Staff Comments/Requirements and submittal of revised plat.

Dear Mr. Valentine,

We are in receipt of all Town of Jackson staff conditions and comments as well as those from Title 22 Consultants and On Sight Land Surveying. The comments to the plat are addressed below; comments on the declaration of condominium will be addressed separately.

Building
(Approved)

County Clerk
(No comments)

Fire
(No comments)

Joint Housing Department
(No comments)

Town of Jackson Attorney
(No comments)

Parks and Rec
(to be addressed by others)

Pathways
(to be addressed by others)

Town of Jackson Planning Department
Conditions:

1. All references to setbacks and building envelope have been removed from the plat.
2. The Park and School Exaction Fees will be paid prior to recording.
3. A Workforce Ownership Deed Restriction will be recorded along with the plat.

County Surveyor

General Content & Sheet 1:

- The total plat acreage has been shown.
- A summary table of unit areas has been added.
- The Encroachment Agreement has been added to the Certificate of Owner and shown on Sheet 2.

Sheet 2:

- The LVE easement has been revised to show the easement centerline per the instrument.
- Offset distances to the lot boundary have been shown at all corners of the building line.
- The basis of bearings has been identified as the north line of the property.
- The southeast boundary corner has been monumented using a witness corner, offset 5 feet to the west along the south line. The monument is compliant with Wyoming statute.

Sheets 3:

- Dimensions have been added to connect all LCEs to the building line.
- The areas shown on the section sheets have been revised to match the plan sheets.

Sheets 4:

- The internal dimensions have been checked and revised so the sum matches the exterior building line distances.

Sheets 6:

- The areas shown on the section sheets have been revised to match the plan sheets.

Police Department

(No comment)

Public Works Department/Town Engineer

General:

1. The Sewer easement over the southerly 15 feet of the property has been shown and will be created with the plat.
2. The mineral estate statement has been capitalized, as per State statute.
3. The note regarding the municipal water supply has been removed from the water rights notes.
4. Reference to a stormwater system has been removed from the Certificate of Engineer.
5. The note regarding the Town's water rights has been removed from the Certificate of Surveyor.
6. The references to a lease holder have been removed and 440 W Kelly Partners LLC has been shown as landowner.
7. The survey and title comments have been reviewed and changes made accordingly.
8. The reference to lighting facilities has been removed from the Certificate of Owner.
9. Encumbrances no longer valid have been removed from the Certificate of Owner.
10. A statement has been added to grant the new sewer easement to the Town of Jackson.
11. A note has been added, stating there are no water rights attached to the subdivision.
12. The 15' wide sewer easement has been shown on sheet 2 of the plat.
13. All references to setbacks have been removed from the plat.
14. The southeast boundary corner has been monumented with a monument compliant with Wyoming statute. All other monuments were found during our survey and are in place.
15. Revisions to the Declaration of Condominium has been addressed by others.

Title 22 Consultants

Recommendations:

1. The Deed from TOJ to 440 W Kelly Partners LLC will be recorded before the Plat, therefore 440 W Kelly Partners LLC has been identified as the landowner on the plat.
2. The Bank of Jackson Hole Affidavit will be recorded concurrently with the plat. The mortgage of record in favor of Shaw Construction of Wyoming LLC has been added to the Certificate of Mortgagee.
3. The references to the ground lease (docs. #0995408 and #0997345), Assignment of Rents (doc. #1015146) and Shaw Deed of Trust (doc. #1042971) have been removed from the Certificate of Owner. The reference to the Encroachment Agreement is shown as the encroaching fence was not removed during construction.
4. The recommended changes to the Declaration of Condominium, Employee Right of Purchase and Special Restrictions have been addressed by others.

Comments/General Observations:

1. The survey comments have been reviewed and revisions made accordingly.
2. The tandem parking spaces have been split up and each given a unique number.

A revised copy of the plat is attached.

Sincerely,
JORGENSEN ASSOCIATES, INC.



Matt Gotham, PLS
Survey Manager

JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
|www.jorgeng.com

November 17, 2022

Town of Jackson Planning Dept.
P.O. Box 1687
150 E. Pearl Avenue
Jackson, WY 83001
-Digitally Delivered to planning@jacksonwy.gov-

RE: 440 West Kelly Condominium Addition Subdivision Plat Application

Dear Staff,

Attached for sufficiency review, please find one copy of the Subdivision Plat Application for the 440 West Kelly Condominium Addition to the Town of Jackson which we are submitting on behalf of Post Company and 440 West Kelly Partners, LLC. This subdivision application is for twelve (12) condominiums located on lots 3 and 4 within block 6 of the Karns 4th addition. This property is not located near any known fault lines. A digital copy of this submittal will be sent to you electronically.

- Planning Permit Application and Narrative Response to Checklist
- Jorgensen Associates, Inc. Check No. 14145 for application fees
- Draft Plat Map
- Title Report
- Application Support Materials
- Park Exactions and School Exactions
- Documents To Be Recorded

Once we receive a sufficiency determination, we will provide any updates you request to the application in electronic format, and/or hard copies as requested in the number and type you would like for distribution to review agencies. Please call me if you have any questions, or if you require additional information at this time. Thank you for your assistance.

Sincerely,

JORGENSEN ASSOCIATES, INC.

Matt Gotham, Surveying Manager – Principal Surveyor

Narrative: 440 West Kelly Condominium Addition to the Town of Jackson Subdivision Plat (S/D)

Subdivision Summary
This Subdivision Plat (S/D) application is for the 440 West Kelly Condominium Addition to the Town of Jackson. This development is partnered with Roller Development, Studio Tack, and Jackson/Teton County Affordable Housing and will provide 12 deed restricted workforce housing units for households working in Teton County. The Town of Jackson provided the land for this development.

A. FINDINGS FOR APPROVAL

Division 8.5.4 Subdivision Plat Findings for Approval

1. ***Is in substantial conformance with an approved development plan or development option plan or is a condominium or townhouse subdivision of existing physical development;***

   This Subdivision Plat Application does not require a Development Plan according to Section 2.2.9.D.4 of the Town of Jackson Land Use Development Regulations (LDRs) because this application is for a Condominium/Townhouse plat of existing physical development. **Complies.**

2. ***Complies with the standards of this Section;***

   This Subdivision Plat Application complies with all the standards required by Division 8.5.4. of the LDRs. **Complies.**

3. ***Complies with the subdivision standards of Division 7.2.; and***

   This Subdivision Plat complies with the development standards required by Division 7.2. Subdivision Standards of the LDRs, such as requirements for: new roads; water and sewer infrastructure; utilities; parks; and other physical improvements necessary to safely serve newly subdivided property and to minimize impacts on existing community services and infrastructure. This Subdivision Plat Application reflects the guidance of the Applicant's Design Team, the ToJ Staff, and acceptance by Town Council. **Complies.**

4. ***Complies with all other relevant standards of these LDRs and other Town Ordinances.***

   This Subdivision Plat is in compliance with all relevant standards of the LDRs and Town Ordinances. **Complies.**

B. GENERAL INFORMATION

Title Report – An Ownership and Exceptions Title Report is included in this application.

C. INITIAL SUBMITTAL

This application is for one new Subdivision Plat: 440 West Kelly Condominiums Addition to the Town of Jackson.

1. **Draft Plat Map** – Draft subdivision plats or maps of survey prepared in association with a Subdivision Plat or application shall contain the information required by State statute and Section 8.5.4 Subdivision Plat.

2. **Notice of Intent** – Applicant has published "Notice of Intent to Subdivide" in the Jackson Hole News and Guide, once each week for 2 weeks within 30 calendar days prior to filing this application, pursuant to Wyoming statutes as amended. Evidence of Notice of Intent is included with this application.

3. **Subdivision Improvement Agreement** – None.

4. **Documents to be Recorded** – Applicant has included draft copies of the following documents to be recorded concurrently with this application:

    a. Declaration of Condominium for 440 West Kelly Condominiums
    b. Special Restrictions for Workforce Ownership Housing
    c. Employee Right of Purchase Agreement

PLANNING PERMIT APPLICATION
Planning & Building Department

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

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

For Office Use Only

Fees Paid _____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: 440 West Kelly Condominiums

Physical Address: 440 W. Kelly Ave., Jackson, WY

Lot, Subdivision: Lots 3-4, Blk. 6, Karns 4th Addition to the Town of Jackson, Plat 143. Teton County, Wyoming PIDN: 22-41-16-33-1-69-001

PROPERTY OWNER.

Name: Town of Jackson Phone: 307-733-0440

Mailing Address: P.O. Box 1687, Jackson, WY ZIP: 83001

E-mail: ruben@postcompany.com

APPLICANT/AGENT.

Name: Matt Gotham Phone: 307-733-5150

Mailing Address: P.O. Box 9550 ZIP: 83002

E-mail: mgotham@jorgeng.com

DESIGNATED PRIMARY CONTACT.

_____Property Owner X Applicant/Agent

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

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

_____Development Plan

_____Design Review

Subdivision/Development Option

X Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Map Amendment

Miscellaneous

_____**Other:** _____

_____Environmental Analysis

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

Pre-application Conference #: P20-154 Environmental Analysis #: _____

Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF.

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

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

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

	11/17/2022
Signature of Property Owner or Authorized Applicant/Agent	Date
Matt Gotham	Surveying Manager/Principal Surveyor
Name Printed	Title

Town of Jackson
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Date: 02/07/2022

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual : Tyler Sinclair, Town Manager, Town of Jackson

Being duly sworn, deposes and says that Town of Jackson is the owner in fee of the premises located at:
Name of property owner as listed on deed

Address of Premises: 430 & 440 W. Kelly Ave., Jackson, WY

Legal Description: Lots 3-4, Blk. 6, Karns 4th Addition to the Town of Jackson, Plat 143. Teton County, Wyoming
Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Matt Gotham, Jorgensen Associates, Inc

Mailing address of Applicant/agent: PO Box 9550, Jackson, WY 83002

Email address of Applicant/agent: mgotham@jorgeng.com

Phone Number of Applicant/agent: 307-733-5150

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified is this(these) application(s) at the premises listed above:

☒ Development/Subdivision Plat Permit Application ☐ Building Permit Application

☐ Public Right of Way Permit ☐ Grading and Erosion Control Permit ☐ Business License Application

☐ Demolition Permit ☐ Other (describe)_____

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

Tyler Sinclair
Property Owner Signature

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

STATE OF Wyoming)
) SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Tyler Sinclair this 22nd day of November, 2022. WITNESS my hand and official seal.

Mary A Hurst
Notary Public

My commission expires: 10/06/2027

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

WTE
WYOMING TITLE & ESCROW
A MOTHER LODE COMPANY

OWNERSHIP AND ENCUMBRANCE REPORT

Issued To:

Jorgensen Associates, PC
1315 HWY 89 S., Suite 201
Jackson, WY 83002

Report No.: W-28460
Effective Date: September 30, 2022
Current Date: October 12, 2022
Cost: $250.00

Project Reference: 22175.16

Property Address: 440 West Kelly Avenue, Jackson, WY 83001
430 West Kelly Avenue, Jackson, WY 83001

County: Teton

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

   Town of Jackson, a Wyoming municipal corporation

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

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

Issued By:

WYOMING TITLE & ESCROW, INC.
Christina Feuz, President
Phone: 307.732.2983

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

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 7, 1955 as Plat No. 143.

PIDN: 22-41-16-33-1-69-001, 22-41-16-33-1-69-002

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

1. Taxes, special and general, assessment districts and service areas for the year 2022.
   Tax ID No.: OJ-008596 (Lot 3)
   1st Installment: $2,972.71 DUE
   2nd Installment: $2.972.71 OPEN

   Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
   There is no interest on the 1st half if the entire tax is paid in 1 full payment on or before December 31st of the tax year.

2. Taxes, special and general, assessment districts and service areas for the year 2022.
   Tax ID No.: OJ-008595 (Lot 4)
   1st Installment: $2,972.71 DUE
   2nd Installment: $2,972.71 OPEN

   Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
   There is no interest on the 1st half if the entire tax is paid in 1 full payment on or before December 31st of the tax year.

3. All matters as delineated on the Official Plat of Fourth Karns Addition, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 143.
   Plat No. 143

   Including but not limited to Covenants, Conditions, Restrictions as contained within Dedication on Plat: "Said Premises shall not be used for basement houses nor shall any permanent residence of one or two stories be erected on these premises of a cost of less than $8,500.oo or not less than 850 square feet of floor surface. A Structure shall be construed as permanent within the meaning of this provision if it has continued for longer than one year, and the above mentioned restrictions are assumed by the grantee and future grantees and made a covenant running with the land."

4. Terms and Conditions of Encroachment Agreement, by and between James A. and Penny M. Creasy, Jesse and Daisy Tucker, and Breton J. Bommer and Keeley A. Bommer, recorded April 7, 1995, as (book) 303 (page) 1017, Official Records.
   B303P1017

5. Lease, dated June 25, 2020, between Town of Jackson, a Wyoming municipal corporation, as Lessor, and 440 W Kelly Partners LLC, a Wyoming limited liability company, as Lessee, on the terms and conditions contained therein, recorded July 31, 2020, as (instrument) 0995408, and recorded on August 27, 2020 as (instrument) 0997345, Official Records.
   0995408; 0997345

6. Mortgage and Fixture Filing to secure an indebtedness and any other obligations secured thereby in the amount of $5,185,000.00, dated May 13, 2021, recorded May 14, 2021, as (instrument) 1015145 , Official Records.
   Mortgagor: 440 W Kelly Partners LLC, a Wyoming limited liability company
   Mortgagee: Bank of Jackson Hole
   1015145

7. An assignment of all the money due or to become due as rental, as additional security for the obligations secured by the Deed of Trust shown hereinabove was assigned to Bank of Jackson Hole , recorded May 14, 2021, as (instrument) 1015146, Official Records.
1015146

8. Deed of Trust to secure an indebtedness of an undisclosed amount, dated June 24, 2022, recorded July 21, 2022, as (instrument) 1042971, Official Records.

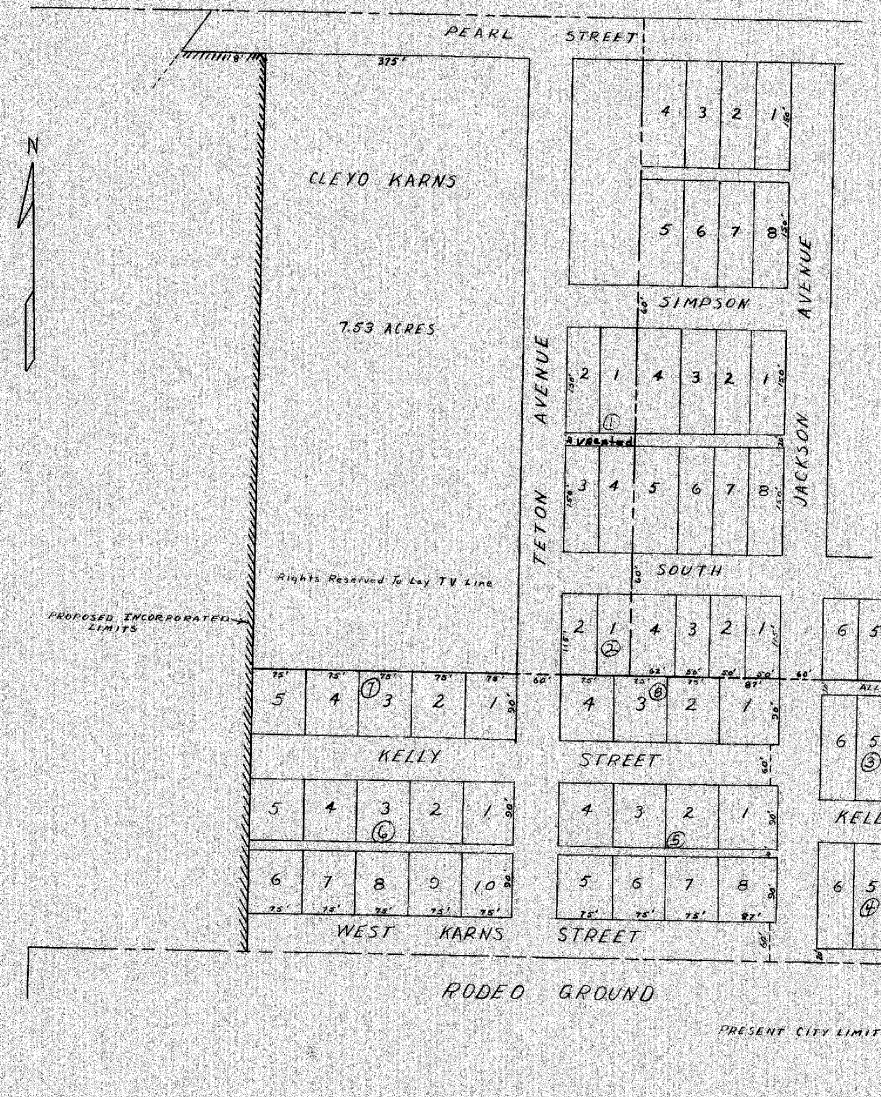
Trustor:	West Kelly Partners, LLC
Trustee:	Public Trustee of Teton County, Wyoming
Beneficiary:	Shaw Construction of Wyoming LLC

1042971

9. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded May 20, 2022, as (instrument) 1036694, Official Records.
1036694

********** End of Exceptions **********

FILED JUNE 7th 1955. PLAT #143



DEDICATION

STATE OF WYOMING } ss
County of Teton }

The Subdivision of a Tract of land as shown hereon bounded as follows: Beginning at the NW corner of the Third Karns Addition on the N ¼ line through Sec. 33, T.41N, R.116W, which is 1335 feet distance South and 920 feet distance West of the NE corner of Sec. 33; thence South and parallel to the East line of said Sec. 33 for 400 feet distance to the NE corner of the Rodeo Grounds; thence westerly along the North Boundary of said Rodeo Grounds for 337 feet distance; thence northerly and parallel to the East line of said Sec. 33 for 1275 feet distance to the South line of Pearl Street; thence West 118 feet distance to the East right of way line of State Highway No. 187 & 89 to the SW corner of Jackson Hole Lodge property; thence East along the incorporated boundary of the Town of Jackson for 510 feet distance; thence South 935 feet distance; thence East 402 feet to the point of beginning, containing 20.17 acres more or less, lying wholly within the NE¼ of Sec. 33, T.41N, R.116W, of 6th P.M., as appears on this Plat with the free consent and in accordance with the desires of the undersigned owners and proprietors, and the streets and alleys, as hereon shown are hereby dedicated to public use in fee simple, subject to the following restrictions; said premises shall not be used for basement houses nor shall any permanent residence of one or two stories be erected on these premises of a cost of less than $8500.00 or of not less than 950 square feet of floor surface. A structure shall be constructed as permanent within the meaning of this provision if it has continued for longer than one year, and the above mentioned restrictions are assumed by the grantees and future grantees and made a covenant running with the lands.

Rochdale Karns
Rochdale Karns

Cleyo Karns
Cleyo Karns

STATE OF WYOMING } ss
County of Teton }

On this 31st day of May, 1955, before me personally appeared Rochdale Karns and Cleyo Karns, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their own free act and deed, including release and waiver of the right of homestead, the said Rochdale Karns and Cleyo Karns having been by me fully appraised of their right and of the effect of signing and acknowledging the said instrument.

Given under my hand and notorial seal this 31st day of May, 1955.

E. R. Moody
Notary Public

My commission expires on the 26 day of Oct. 1957

Approved by the Board of County Commissioners of Teton County, Wyoming, this 7th day of June, 1955.

Grace A. Smith
Clerk of said Board

Approved by the Town Council of the Town of Jackson, State of Wyoming, this 6 day of June, 1955.

[illegible]
Town Clerk

STATE OF WYOMING } ss
County of Teton } No. 53955

Filed for record in my office this 7th day of June, 1955 at 2:00 o'clock P.M., and recorded as Plat No. 143
Fee 25.00 Paid

Grace A. Smith
County Clerk & Ex-officio Register of Deeds

PLAT OF

FOURTH KARNS ADDITION

TO TOWN OF JACKSON, WYOMING

Scale 1" = 100'

Guy Owen
Surveyor
Jackson, Wyo.

143

Plotted by Katherine on Apr 23, 2023 - 2:45pm

CERTIFICATE OF OWNER

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

The undersigned, acting for and on behalf of 440 W Kelly Partners LLC, a Wyoming limited liability company, owner and proprietor of the lands of this plat, being Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on June 7, 1955 as Plat No. 143, hereby certify that the foregoing subdivision is with their free consent and in accordance with their desires;

that the name of this subdivision shall be 440 WEST KELLY CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, which is a condominium subdivision identical with said Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson;

that said Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson are hereby vacated in accordance with Section 34-12-106 through Section 34-12-110, Wyoming Statues and that in accordance with said Section 34-12-110, said Clerk is respectfully requested to write "VACATED" across said Lots 3 and 4 on Plat No. 143;

that this subdivision is hereby dedicated for condominium ownership, as recognized in accordance with Wyoming Statutes 1977, and as amended, Sections 34-20-101 through 34-20-104;

that the survey and measure of the individual airspace units and common elements as they appear on this plat is with the free consent and in accordance with the desires of the undersigned;

that the general common element being that portion of the subdivision lying outside of the building footprint as shown hereon and not otherwise identified as Limited Common Element (LCE) is hereby dedicated to the use and enjoyment of the owners of all units within this subdivision;

that the foregoing subdivision is in accordance with, and subject to the terms and conditions of that 'Declaration of Condominium for 440 West Kelly Condominium Addition to the Town of Jackson, Wyoming' to be recorded in said office of County Clerk at the time of recordation of this plat;

that the ownership of a condominium unit shall consist of ownership of a fee simple estate of an individual airspace as shown on this plat together with an undivided interest in the common elements (GCE & LCE) as defined in said 'Declaration of Condominium' to be recorded in said Office on the same date as this plat;

that the foregoing subdivision is subject to Special Restrictions for Workforce Ownership Housing to be recorded on Units 1-12 at the time of recordation of this plat;

that access to sewer and water facilities within this subdivision, including pipelines, manholes, meters, and valves is hereby granted to the Town of Jackson;

that a sewer utility easement over the southern 15 feet of the property, as shown hereon, is hereby granted to the Town of Jackson

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to grant unto other parties non-exclusive easements for any purpose the undersigned deems necessary in, under, and across the foregoing subdivision and easements shown on this plat, as may be amended by the terms of the third party instruments that created such easements, provided that such future grants shall not cause unreasonable interference with the rights granted by this plat;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, and is hereby granted the right to ingress and egress over, upon, and across the foregoing subdivision, and the right to perform all construction activities necessary in, under, over, upon, and across the foregoing subdivision, including, but not limited to, grading, installation of infrastructure, landscaping, utilities and roadways and to store materials thereon and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

that an access easement across the driveways located within this subdivision is hereby granted to emergency vehicles included ambulances, fire fighting vehicles, and police vehicles.

that the foregoing subdivision is SUBJECT TO or BENEFITS from the following of record in said Office:

(from Wyoming Title & Escrow Title Insurance Company Ownership and Encumbrance Report No. W-28460)

all matters as delineated on the Official Plat of Fourth Karns Addition, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 143;

the Terms and Conditions of Encroachment Agreement, by and between James A. and Penny M. Creasy, Jesse and Daisy Tucker, and Breton J. Bommer and Keeley A Bommer, recorded April 7, 1995, as (book) 303 (page) 1017, Official Records;

an easement over said land for electronic distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded May 20, 2022, as instrument 1036694, in said Office;

the undersigned hereby reserve the right to create further easements for utility purposes within the subdivision;

that access to the foregoing subdivision is via adjacent W. Kelly Avenue, as shown hereon;

that this subdivision is subject to all easements, rights-of-way, reservations, agreements, restrictions and conditions of sight and or record, including, but not limited to, those shown hereon;

that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to the subdivision;

that there are no water rights attached to said subdivision;

that all rights under and by virtue of the homestead exemption laws of this state are hereby released and waived;

440 W Kelly Partners LLC, a Wyoming limited liability company

Signature by separate affidavit recorded concurrently with this plat.

CERTIFICATE OF MORTGAGEE

The following entities hold mortgages on the subject property:

Bank of Jackson Hole, mortgage recorded as doc.#1015145;
Shaw Construction of Wyoming LLC, mortgage recorded as doc.#1042971

Consent of Mortgagee, Bank of Jackson Hole, by separate affidavit recorded concurrently with this plat.

Consent of Mortgagee, Shaw Construction of Wyoming LLC, by separate affidavit recorded concurrently with this plat.

P:\2022\22175 Red Canyon LAND\Kelly Ave\05-Survey\CAD\440 W Kelly Condominiums_Certificate.dwg

CERTIFICATE OF ENGINEER

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

I, Randolf R. Schrauder, Jr, a Wyoming Professional Engineer of Jackson, Wyoming hereby certify:

that the water distribution systems and sewage collection systems designed to serve the foregoing subdivision are connected to the Town of Jackson water and sewer systems and they meet all applicable Federal, State and Town of Jackson requirements and standards;

that said systems will be adequate and safe, providing that said systems have been constructed as designed, and operated and maintained correctly.

Randolf R. Schrauder, Jr, P.E.
Wyoming Professional Engineer No. 9554

The foregoing instrument was acknowledged before me by Randolf R. Schrauder, Jr this ___ day of _____,

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

I, Matthew P. Gotham, a Wyoming Professional Land Surveyor, do hereby certify:

that the lands of this subdivision are identical with Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 143;

that by the authority of the owner of said lands, Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson, as shown on this plat are hereby vacated and reconfigured as 440 WEST KELLY CONDOMINIUM ADDITION TO THE TOWN OF JACKSON;

that to the best of my belief and knowledge, the dimensions of the land, building, common elements, and individual airspace units of the 440 West Kelly Condominium Addition To The Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, Inc. under my direction during October, 2022 through January 2023 and from architectural plans prepared by Farmer Payne Architects of Jackson, WY;

that the foregoing subdivision is SUBJECT TO easements, rights-of-way, covenants, conditions, restrictions, reservations, encumbrances, or agreements of sight and/or record, including, but not limited to, those specifically cited in the Certificate of Owner on this plat;

that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision.



Matthew P. Gotham
Wyoming Professional Land Surveyor No. 13002

The foregoing instrument was acknowledged before me by Matthew P. Gotham this __ day of _____,

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

Pursuant to Section 15-1-415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, the 440 WEST KELLY CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the _____ day of _____, 2023;

ATTEST: TOWN OF JACKSON

_____ _____
Riley Taylor, Clerk Hailey Morton Levinson, Mayor

_____ _____
Brian T. Lenz, Engineer Paul Anthony, Planning Director

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, Mayor, this __ day of _____,

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Riley Taylor, Clerk, this ___ day of _____,

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this ___ day of _____,

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Paul Anthony, Planning Director, this ___ day of _____,

WITNESS my hand and official seal.

Notary Public
My commission expires:

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

NOTES

This subdivision is connected to the Town of Jackson water distribution system, sewage collection and treatment systems.

The units of the foregoing subdivision are protected by an approved interior fire sprinkler system.

Under current Town of Jackson regulations, and the approved final development agreement, no further subdivision of the lands or units of this subdivision is allowed.

The following statement is included on this plat in accordance with Wyoming statute: "THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE."

Elevations shown within this plat are referenced to the NAVD 1988 datum.

No known fault line exists on the subject property

NO PUBLIC MAINTENANCE OF SEWAGE COLLECTION, WATER DISTRIBUTION, OR STORMWATER COLLECTION & TREATMENT SYSTEMS

NO PUBLIC MAINTENANCE OF PARKING, ROADS OR DRIVES

NO PUBLIC MAINTENANCE OF SIDEWALKS AND RAMPS

WATER RIGHTS NOTES

SURFACE WATER
Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river for persons living on the banks of a stream or river.

Seller does not warrant to purchaser that the purchaser shall have any rights to the natural flow of any stream or river within or adjacent to the proposed subdivision.

APPLICANT & OWNER:

440 W Kelly Partners, LLC
PO Box 13707,
Wilson, WY 83002

SURVEYOR:

Jorgensen Associates, P.C.
1315 Highway 89 S., Ste. 201
P.O. Box 9550
Jackson, Wyoming 83002
307-733-5150

CIVIL ENGINEER:

SCG Engineering
PO Box 6482
Jackson, WY 83002
307.413.4399

ARCHITECT:

Farmer Payne
PO Box 381
Jackson, Wyoming 83001
307-413-3276

Unit Area Summary (Areas shown in SF)	
Unit 1	473
Unit 2	1000
Unit 3	992
Unit 4	884
Unit 5	1000
Unit 6	992
Unit 7	473
Unit 8	829
Unit 9	992
Unit 10	1000
Unit 11	930
Unit 12	992

SHEET INDEX

SHEET	TITLE
1	CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES
2	OVERVIEW, NOTES, & VICINITY MAP
3	1ST FLOOR LEVEL PLAN VIEW, NOTES
4	2ND FLOOR LEVEL PLAN VIEW, NOTES
5	3RD FLOOR LEVEL PLAN VIEW, NOTES
6-10	SECTIONS A-J (10 SECTIONS TOTAL)

UNIT SUMMARY

TOTAL NO. OF UNITS: 12
NO. OF RESIDENTIAL UNITS: 12

TOTAL PLAT ACREAGE: 0.31 ACRES

440 WEST KELLY CONDOMINIUM ADDITION TO THE TOWN OF JACKSON

A CONDOMINIUM SUBDIVISION IDENTICAL WITH LOTS 3 & 4, BLOCK 6, OF THE FOURTH KARNS ADDITION TO THE TOWN OF JACKSON

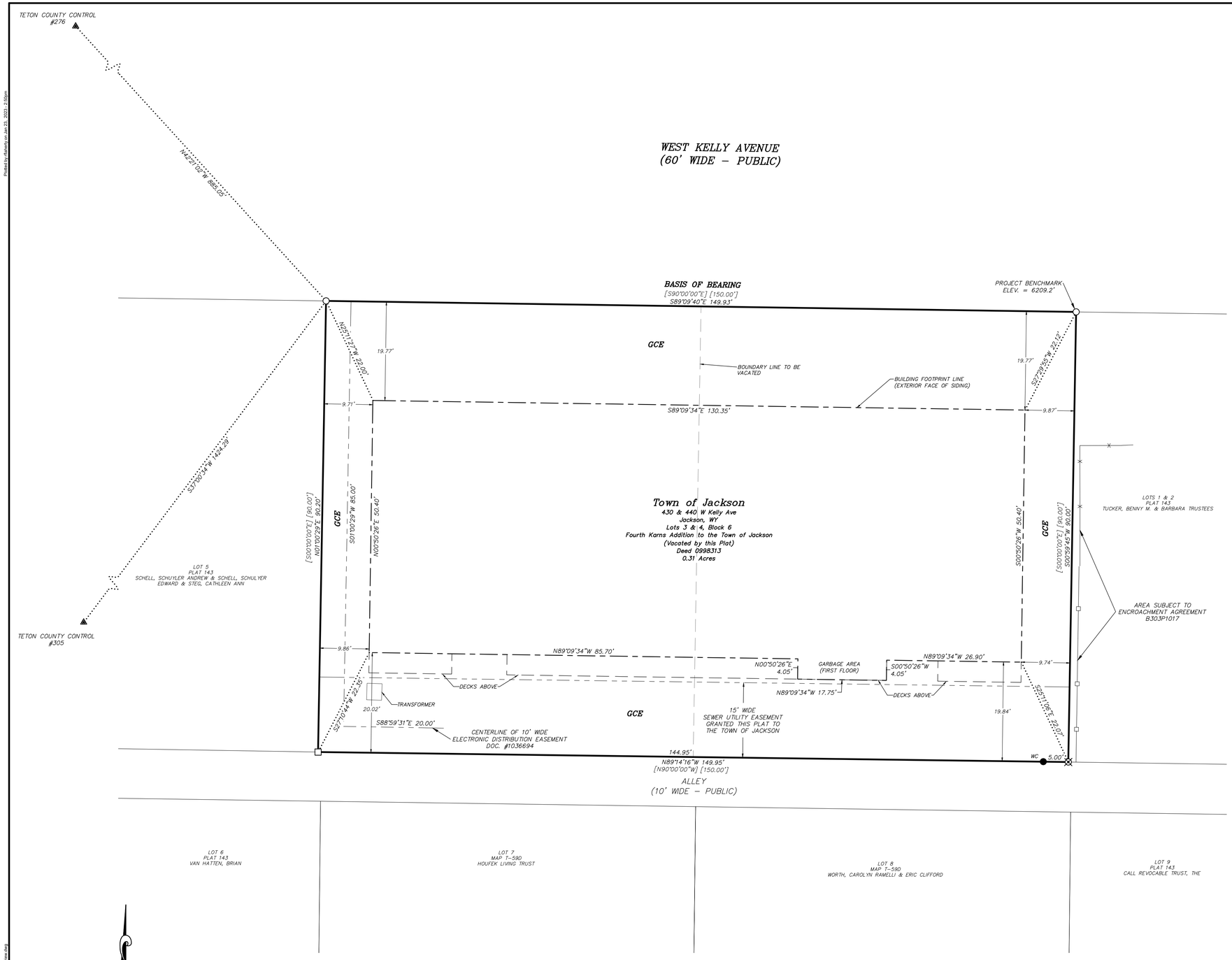
LOCATED WITHIN
SW1/4 NE1/4 OF SECTION 33
T.41N., R.116W., 6th P.M.
Teton County, Wyoming

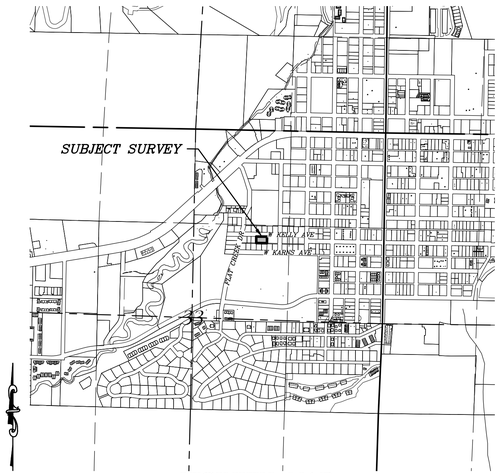
Sheet 1 Of 10

CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES

LAST REVISED: 01/06/2023
PREPARED BY: RF MAP PREPARED: 10/13/2022 PROJECT NUMBER: 22175

Plotted by Anthony on Jan 23, 2023 - 2:56pm





VICINITY MAP

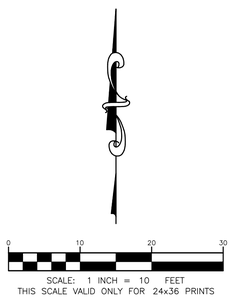
SW1/4 of NE1/4 Section 33
T41N, R116W, 6th P.M., Teton County
Town of Jackson
SCALE 1"=1000'

LEGEND

○	5/8" reinforcing steel bar with 2 1/2" diameter aluminum cap inscribed "PLS 10821" found this survey
⊠	nail in fence post found this survey
□	5/8"" reinforcing steel bar with no cap found this survey
▲	Teton County control point, as noted
●	5/8" reinforcing steel bar with 2" diameter aluminum cap inscribed "PLS 13002" set this survey
N25°25'25"E 100.00'	measured bearing & distance or curve geometry
[S89°52'24"W] [10.00']	record bearing & distance or curve geometry
———	lot boundary, this subdivision
———	boundary, adjoining property
·····	ties to building footprint line
— — —	building footprint line
— — —	easement, as noted
— — —	extents of deck above (shown for illustrative purposes only – see sheets 3-5 for details)
——□——□——	fence, wooden post and rail
——x——x——	fence, chain link

NOTES

1. BASE ELEVATION = 6209.2' ON REBAR WITH ALUMINUM INSCRIBED "PLS 10821" AT THE NORTH EAST PROPERTY CORNER – SEE PLAN NOTE. ELEVATIONS DEPICTED HEREON REFERENCE NAVD 88 VERTICAL DATUM, GEOID 18.
2. BUILDING FOOTPRINT SHOWN HEREON REPRESENTS THE EXTERIOR FACE OF SIDING AND DOES NOT INCLUDE DECK OR ROOF OVERHANGS OR ARCHITECTURAL ELEMENTS. SEE PLAN AND SECTION SHEETS FOR OVERHANG LOCATIONS.



SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

SITE OVERVIEW
PLAN VIEW

440 WEST KELLY CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON

A CONDOMINIUM SUBDIVISION IDENTICAL WITH LOTS 3 & 4, BLOCK 6, OF THE FOURTH KARNS ADDITION TO THE TOWN OF JACKSON

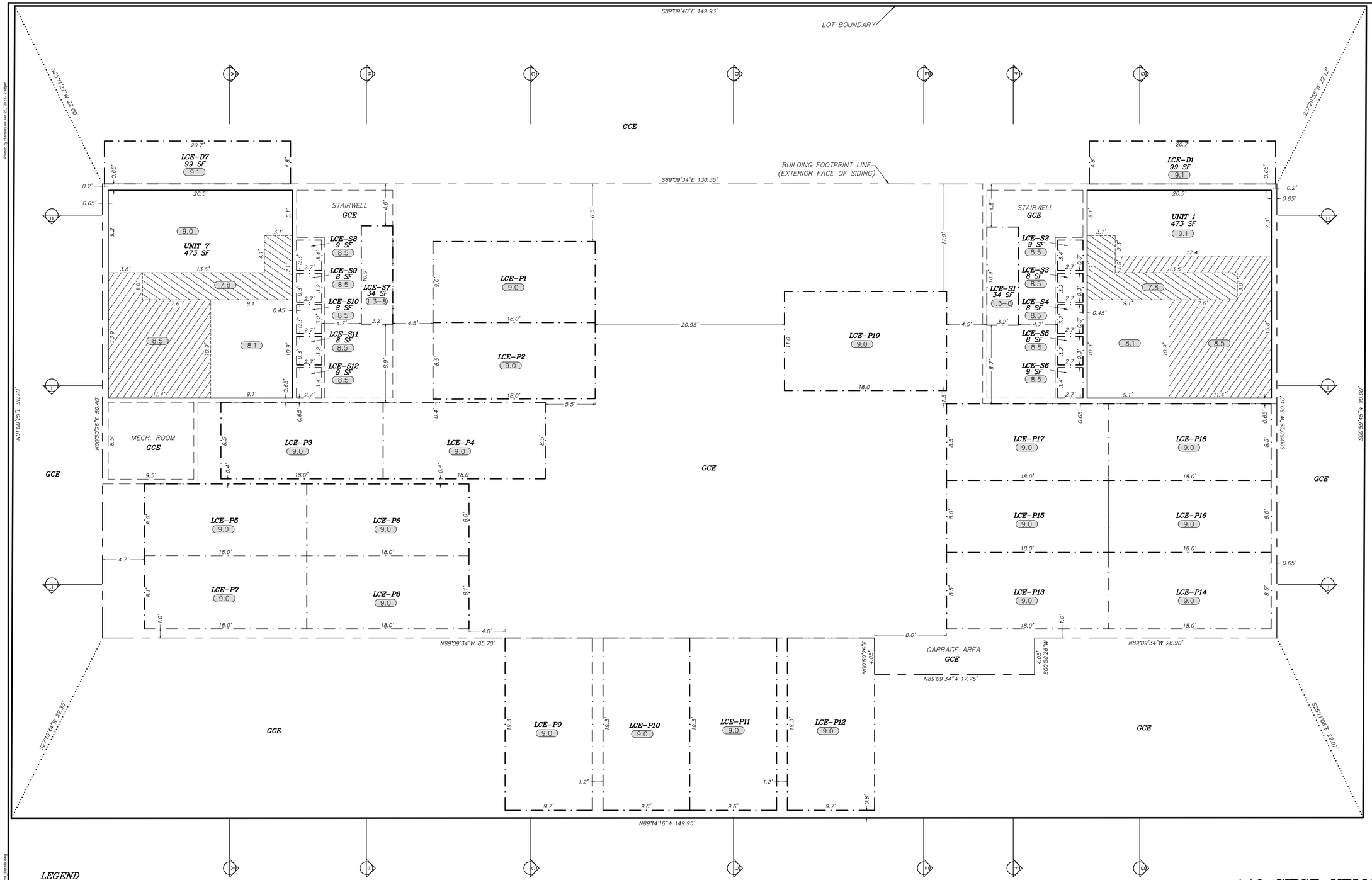
LOCATED WITHIN
SW1/4 NE1/4 OF SECTION 33
T.41N., R.116W., 6th P.M.
Teton County, Wyoming

Sheet 2 Of 10

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JACKSON, WYOMING 307.733.5150
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PREPARED BY: RF
LAST REVISED: 01/06/2023
MAP PREPARED: 10/06/2022
PROJECT NUMBER: 22175

P:\2022\22175\Post Compass 440 W Kelly Ave\05-Survey\CAD\440 W Kelly Condominiums_Overview.dwg



NOTES

1. PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
2. MEASUREMENT PRECISION TO ONE-TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.
3. PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOOTPRINT LINE AND TIES FROM BUILDING FOOTPRINT LINE TO SUBDIVISION LOT CORNERS. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE BUILDING FOOTPRINT LINE.
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6. ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
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SCALE: 1 INCH = 5 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

FIRST FLOOR LEVEL PLAN VIEW

LEGEND

UNIT — Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for the 440 West Kelly Condominium Addition to the Town of Jackson)

Lot Boundary – this subdivision

Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit or Unit)

Represents an interior building ceiling or wall face limit, or the building exterior face of siding. Shown for illustrative purposes only.

Building footprint line (exterior face of siding)

Boundary of Limited Common Elements, including decks, parking spaces and storage areas.

GCE — General Common Element (Common Element used interchangeably within said Declaration); portions of this subdivision EXCEPT for Units, as more specifically defined in said Declaration

LCE-D1 — Limited Common Elements – Deck; those Limited Common Elements, as defined in the Declaration of Condominium for the 440 West Kelly Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a deck

LCE-P1 — Limited Common Elements – Parking; those Limited Common Elements, as defined in the Declaration of Condominium for the 440 West Kelly Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for parking purposes

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14.3 — Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

13.4 — Indicates drop ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

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440 WEST KELLY CONDOMINIUM ADDITION TO THE TOWN OF JACKSON

A CONDOMINIUM SUBDIVISION IDENTICAL WITH LOTS 3 & 4, BLOCK 6, OF THE FOURTH KARNS ADDITION TO THE TOWN OF JACKSON

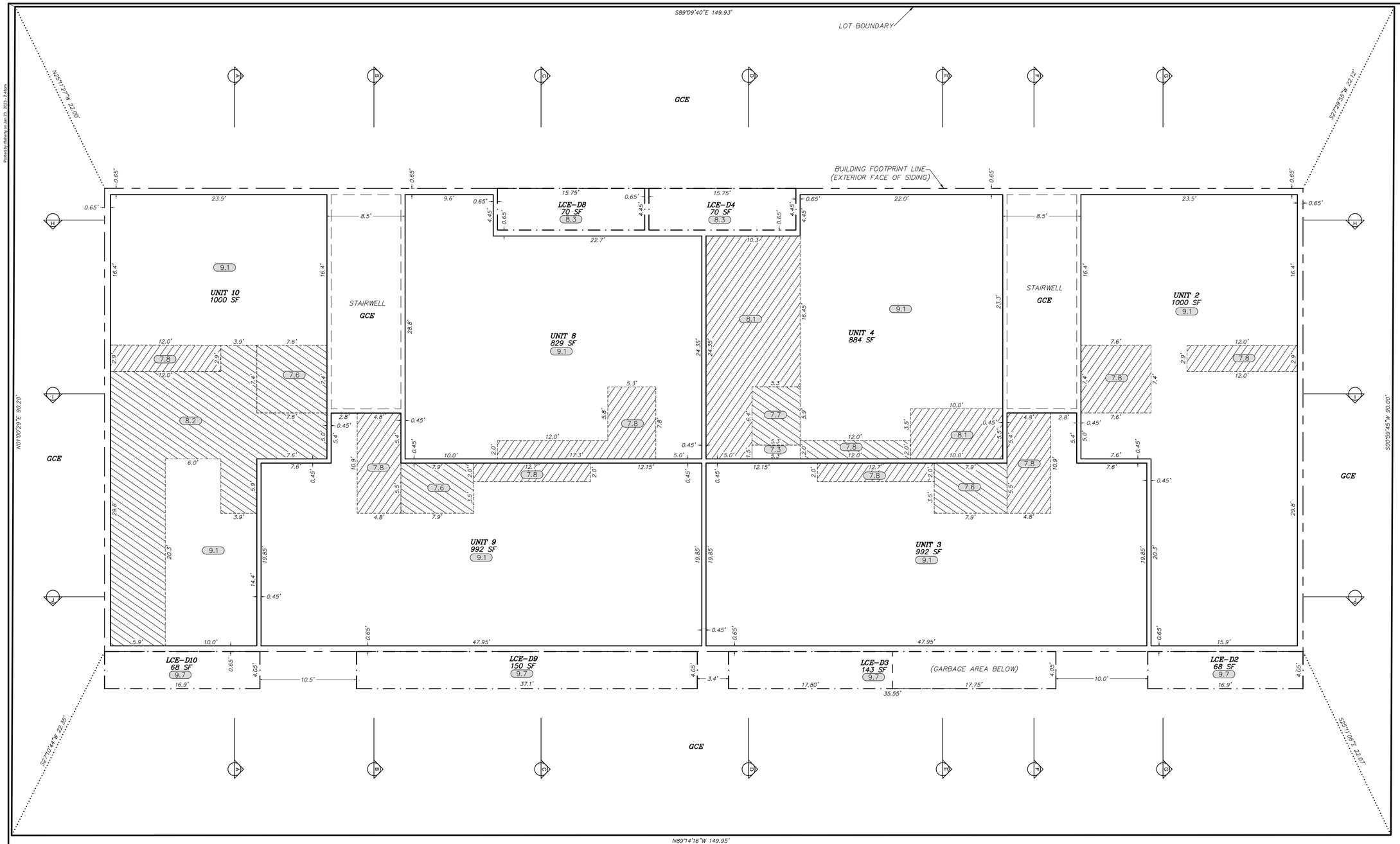
LOCATED WITHIN
SW1/4 NE1/4 OF SECTION 33
T.41N., R.116W., 6th P.M.
Teton County, Wyoming

Sheet 3 Of 10

PREPARED BY: RF
LAST REVISED: 01/06/2023
MAP PREPARED: 10/04/2022
PROJECT NUMBER: 22175

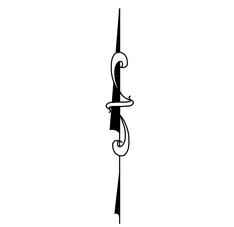
Plotted by Rafael on Jan 23, 2023 - 2:48pm
P:\2022\22175 Post Canyon 440 Wilson Jewett\Survey\Exhibits\Wilson Condominiums_Exhibits.dwg

Plotted by:Rf on Jan 23, 2023 - 2:48pm



NOTES

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SECOND FLOOR LEVEL PLAN VIEW

LEGEND

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440 WEST KELLY CONDOMINIUM ADDITION TO THE TOWN OF JACKSON

A CONDOMINIUM SUBDIVISION IDENTICAL WITH LOTS 3 & 4, BLOCK 6, OF THE FOURTH KARNS ADDITION TO THE TOWN OF JACKSON

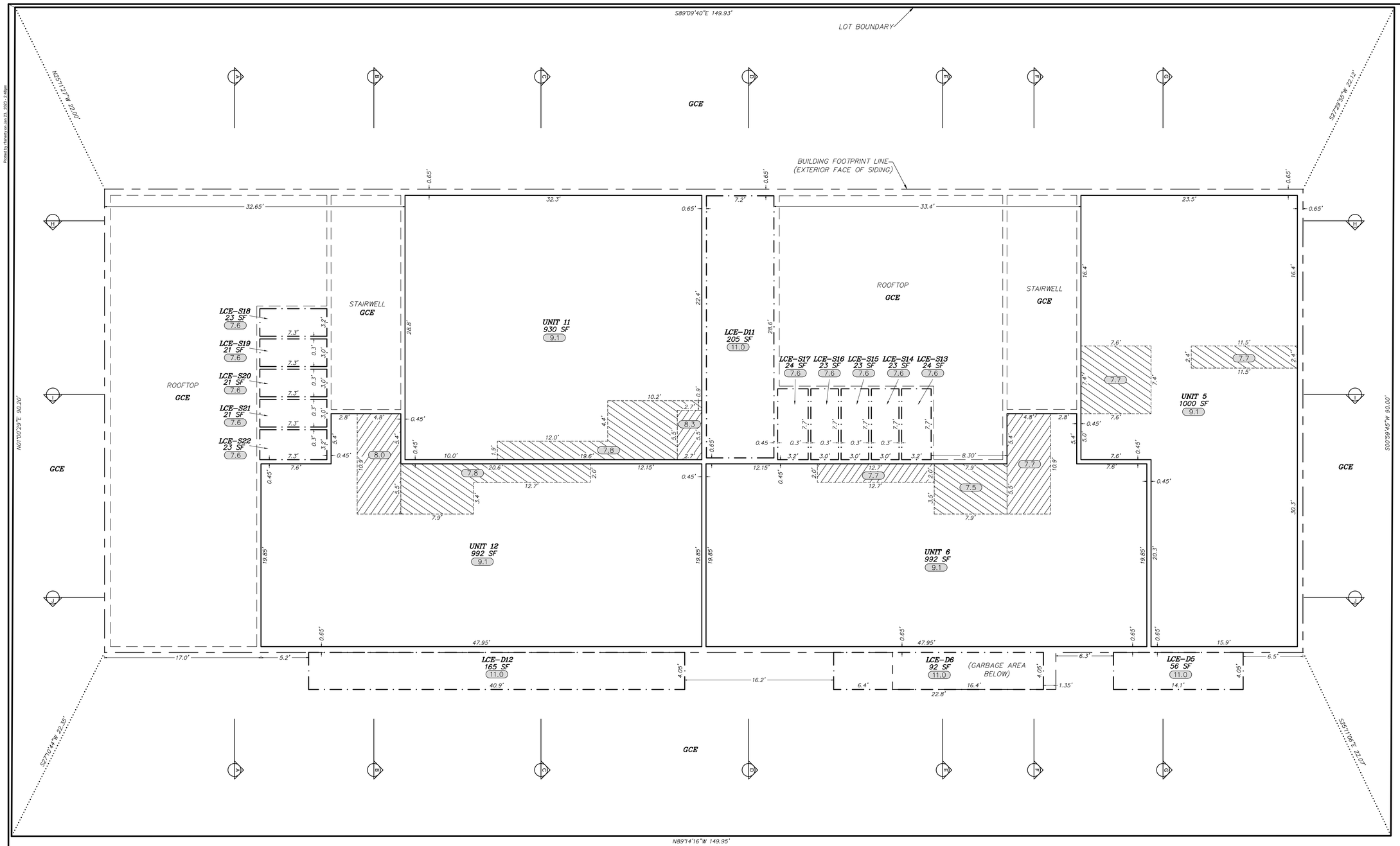
LOCATED WITHIN
SW1/4 NE1/4 OF SECTION 33
T.41N., R.116W., 6th P.M.
Teton County, Wyoming

Sheet 4 Of 10

PREPARED BY: RF
LAST REVISED: 01/06/2023
MAP PREPARED: 10/04/2022
PROJECT NUMBER: 22175

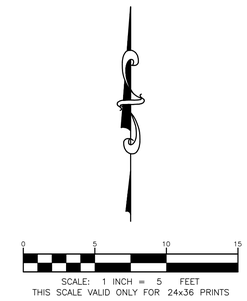
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Plotted by Rafael Frey on Jan 23, 2023 - 2:48pm



NOTES

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THIRD FLOOR LEVEL PLAN VIEW

LEGEND

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JORGENSEN
JACKSON, WYOMING 307.733.5150
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440 WEST KELLY CONDOMINIUM ADDITION TO THE TOWN OF JACKSON

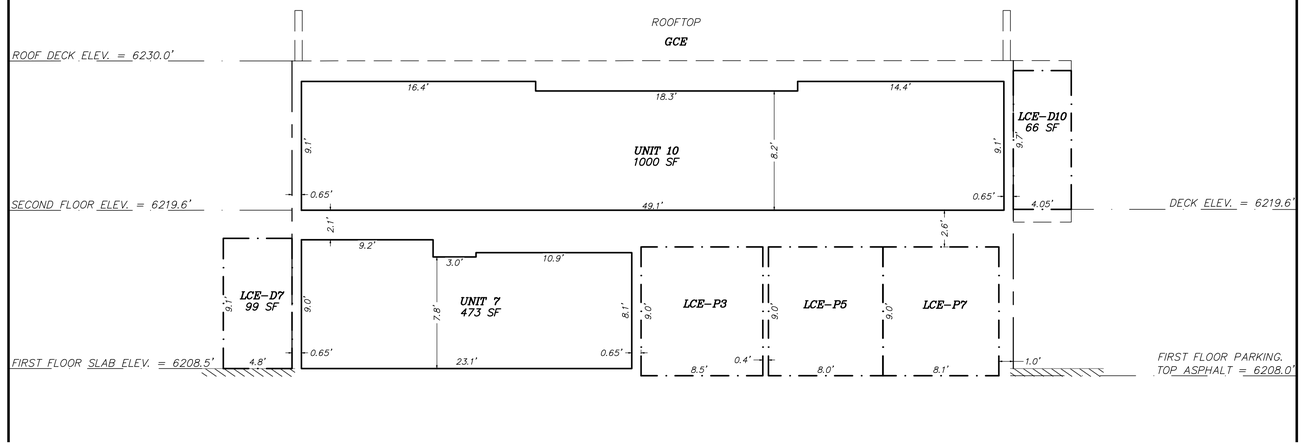
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Teton County, Wyoming

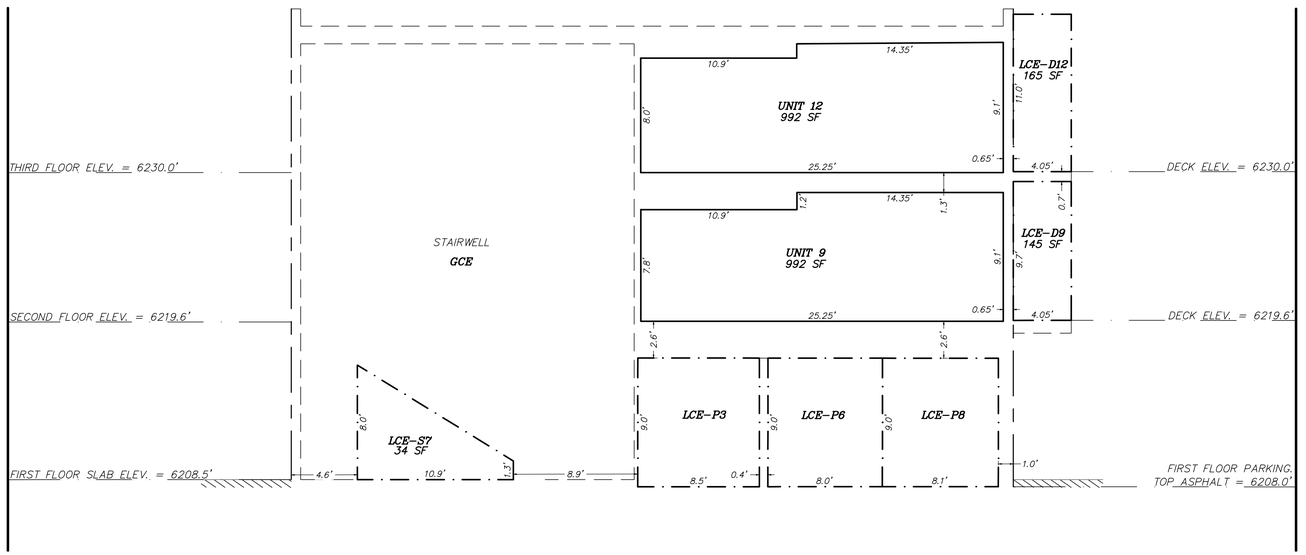
Sheet 5 Of 10

LAST REVISED: 01/06/2023
PREPARED BY: RF MAP PREPARED: 10/04/2022 PROJECT NUMBER: 22175

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SECTION A



SECTION B

LEGEND

UNIT	Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for the 440 West Kelly Condominium Addition to the Town of Jackson)
	Lot Boundary – this subdivision
	Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit or Unit)
	Represents an interior building ceiling or wall face limit, or the building exterior face of siding. Shown for illustrative purposes only.
	Building footprint line (exterior face of siding)
	Boundary of Limited Common Elements, including decks, parking spaces and storage areas.
GCE	General Common Element (Common Element used interchangeably within said Declaration); portions of this subdivision EXCEPT for Units, as more specifically defined in said Declaration
LCE-D1	Limited Common Elements – Deck; those Limited Common Elements, as defined in the Declaration of Condominium for the 440 West Kelly Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a deck
LCE-P1	Limited Common Elements – Parking; those Limited Common Elements, as defined in the Declaration of Condominium for the 440 West Kelly Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for parking purposes
LCE-S1	Limited Common Elements – Storage; those Limited Common Elements, as defined in the Declaration of Condominium for the 440 West Kelly Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for storage purposes
(14.3)	Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights
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2. MEASUREMENT PRECISION TO ONE-TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.
3. PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOOTPRINT LINE AND TIES FROM BUILDING FOOTPRINT LINE TO SUBDIVISION LOT CORNERS. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE BUILDING FOOTPRINT LINE.
4. BASE ELEVATION = 6209.2' ON REBAR WITH ALUMINUM INSCRIBED "PLS 10821" AT THE NORTH EASTERN PROPERTY CORNER – SEE PLAN NOTE. ELEVATIONS DEPICTED HEREON REFERENCE NAVD 88 VERTICAL DATUM.
5. FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, GENERAL COMMON ELEMENT, AND LIMITED COMMON ELEMENT, REFER TO THE CONDOMINIUM DECLARATION FOR THE 440 WEST KELLY CONDOMINIUM ADDITION TO THE TOWN OF JACKSON TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAT.
6. ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
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0 5 10 15

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SECTIONS A & B

440 WEST KELLY CONDOMINIUM ADDITION TO THE TOWN OF JACKSON

A CONDOMINIUM SUBDIVISION IDENTICAL WITH LOTS 3 & 4, BLOCK 6, OF THE FOURTH KARNS ADDITION TO THE TOWN OF JACKSON

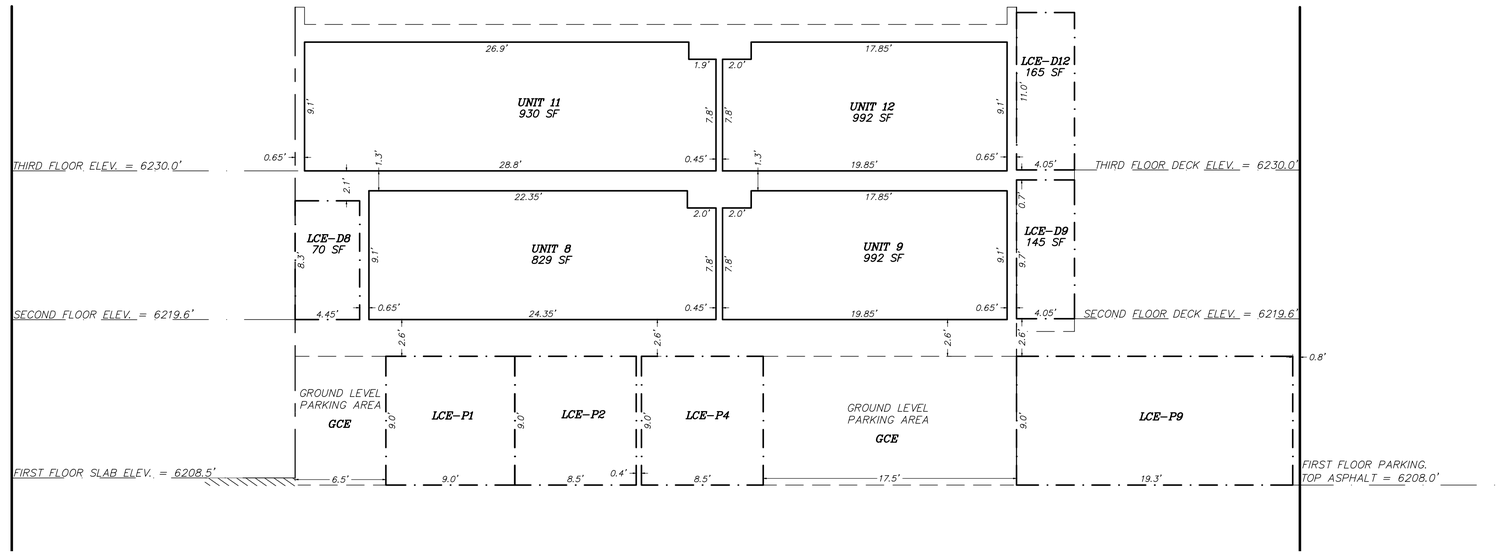
LOCATED WITHIN
SW1/4 NE1/4 OF SECTION 33
T.41N., R.116W., 6th P.M.
Teton County, Wyoming

Sheet 6 Of 10

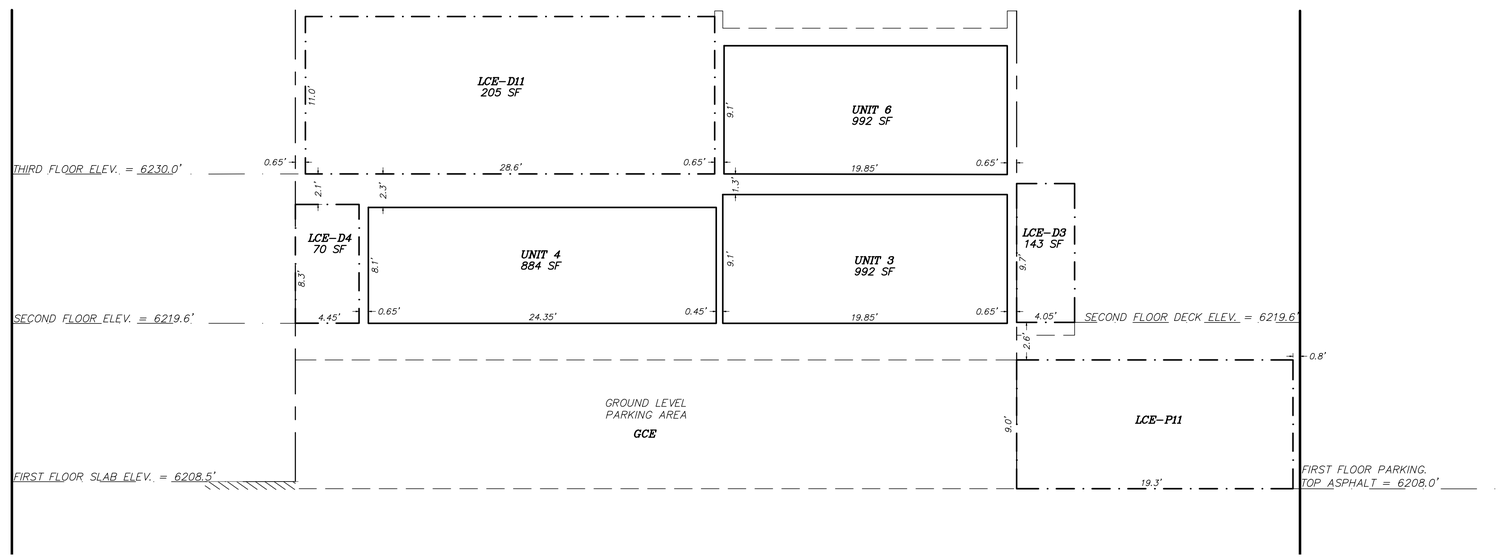
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JACKSON, WYOMING 307.733.5150
www.jorgeng.com

LAST REVISED: 01/06/2023
PREPARED BY: RF MAP PREPARED: 10/04/2022 PROJECT NUMBER: 22175

Plotted by Doherty on Jan 23, 2023 - 2:49pm
P:\2022\22175 Paul Company\440 W Kelly Ave\BS Survey\DGN\440 W Kelly Condominiums_Details.dwg



SECTION C



SECTION D

LEGEND

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SECTIONS C & D

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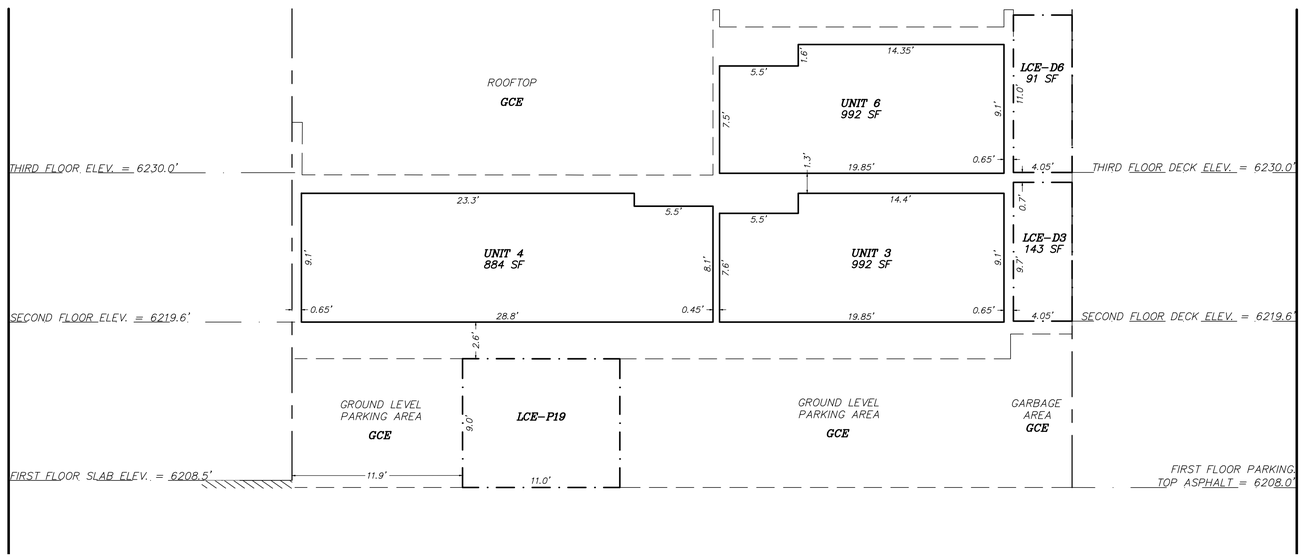
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Sheet 7 Of 10

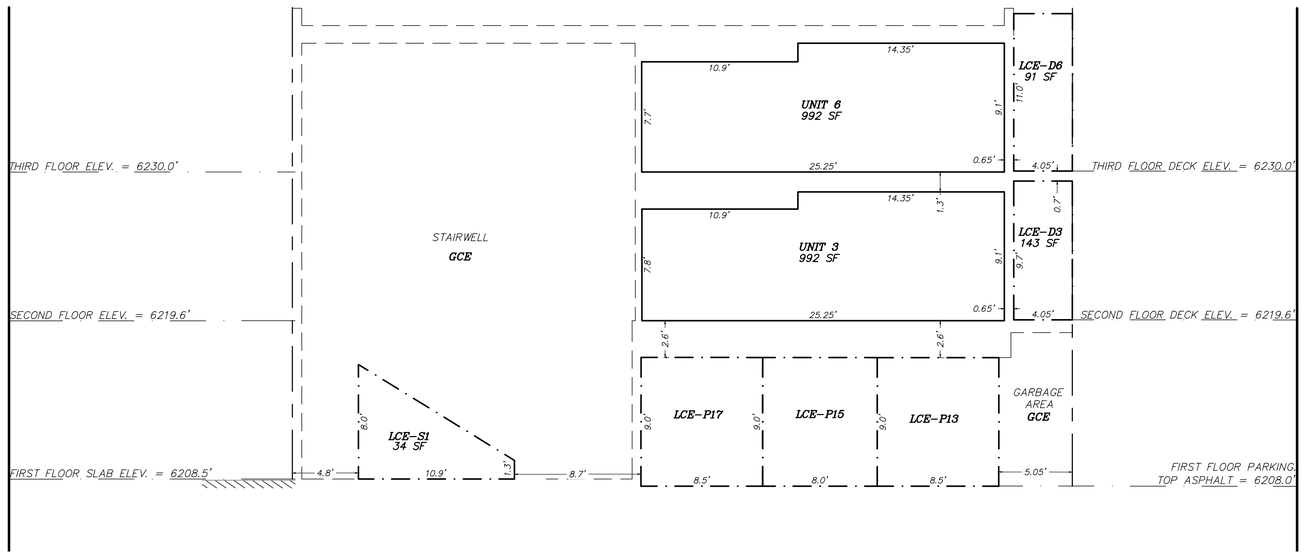
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JACKSON, WYOMING 307.733.5150
www.jorgeng.com

LAST REVISED: 01/06/2023
PREPARED BY: RF MAP PREPARED: 10/04/2022 PROJECT NUMBER: 22175

Plotted by Zachary on Jan 23, 2023 - 2:49pm
P:\2022\22175 Pool Company-440 W Kelly Jackson Survey\CAD\440 W Kelly Condominiums_Sheets.dwg



SECTION E



SECTION F

LEGEND

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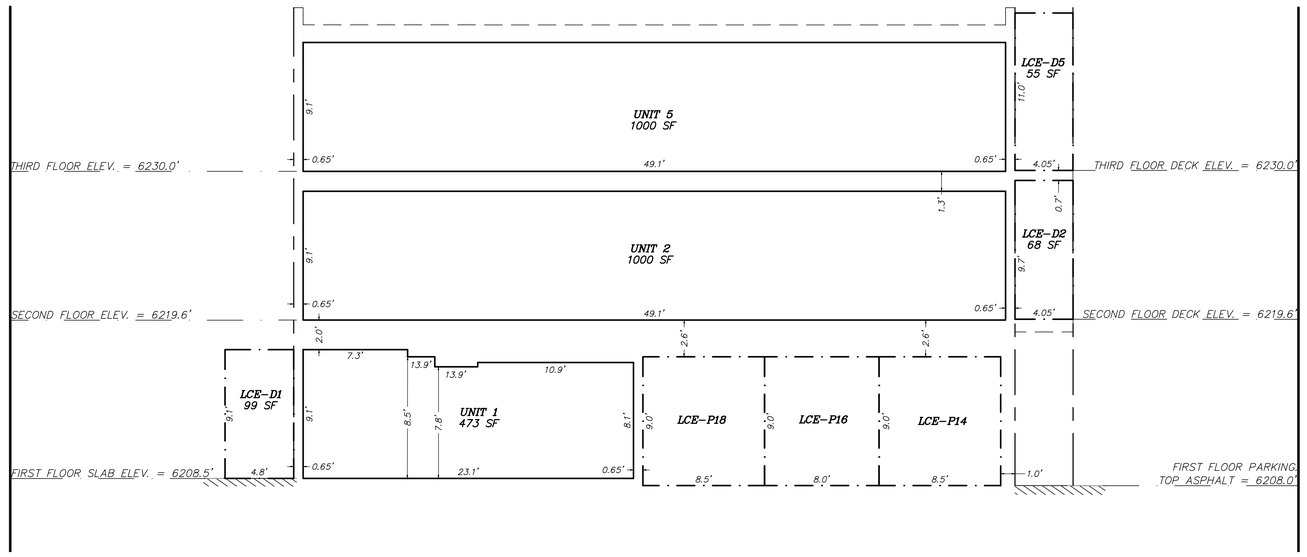
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Sheet 8 Of 10

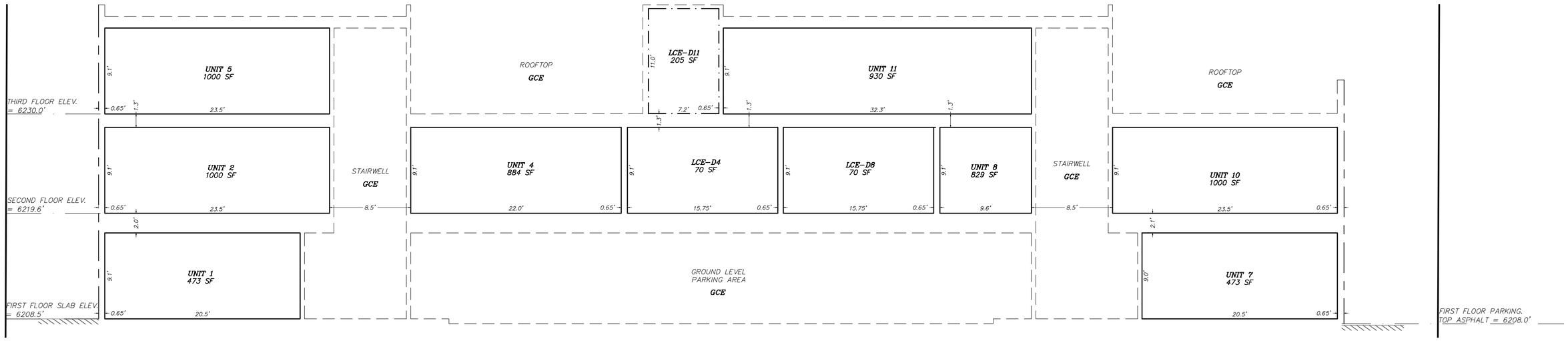
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LAST REVISED: 01/06/2023
PREPARED BY: RF MAP PREPARED: 10/04/2022 PROJECT NUMBER: 22175

Plotted by Zachary on Jan 23, 2023 - 2:49pm
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SECTION G



SECTION H

LEGEND

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SECTIONS G & H

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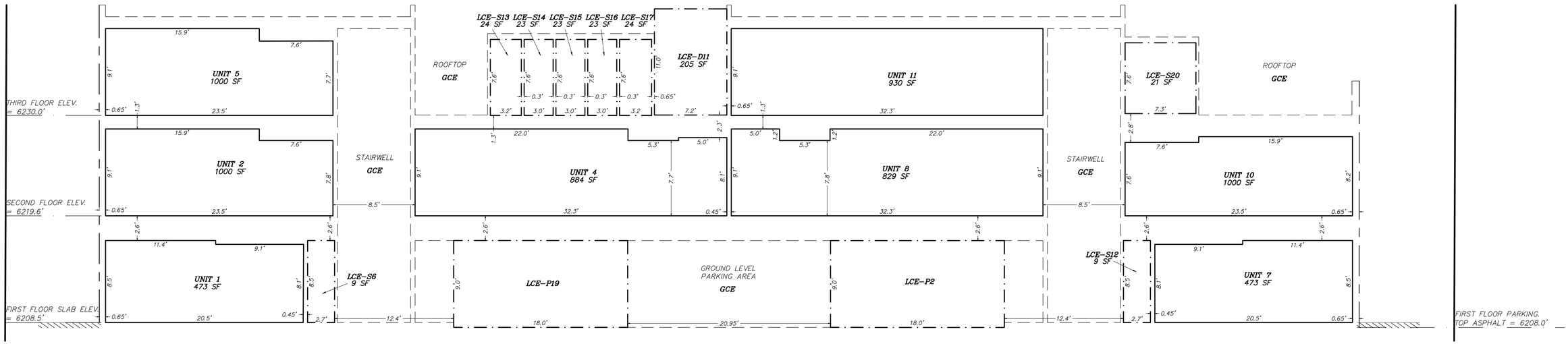
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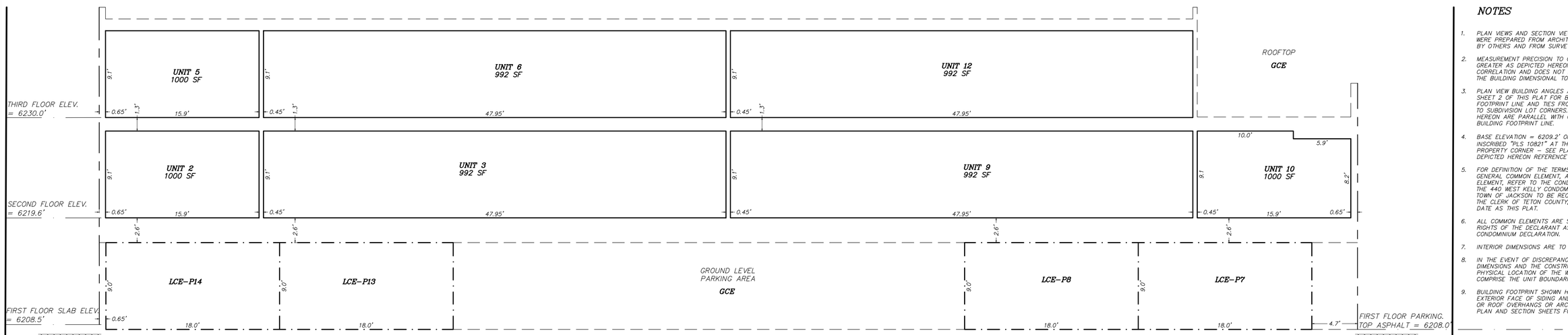
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LAST REVISED: 01/06/2023
PREPARED BY: RF MAP PREPARED: 10/04/2022 PROJECT NUMBER: 22175

Plotted by Anthony on Apr 23, 2023 - 2:49pm
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SECTION I



SECTION J

NOTES

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Sheet 10 Of 10

PREPARED BY: RF
LAST REVISED: 01/06/2023
MAP PREPARED: 10/04/2022
PROJECT NUMBER: 22175

Plotted by Rafael Fonseca on Apr 21, 2023 - 2:40pm
P:\2022\22175 (Paul Cavagnaro)\440 W Kelly Fourth Survey\CAD\440 W Kelly Condominiums_Plat.dwg

Jackson Hole News&Guide

Public NOTICES

What is a Public Notice?

These pages include a variety of notices required by Town, County and State statutes and regulations. These notices include Meeting Agendas, proposed city and county ordinances, tax and budget information, Liquor Licenses, foreclosures, summonses and bid invitations.

How to place a Public Notice

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Preferred Method of Submission is via Email in a Word/Text document to Legals@jhnewsandguide.com. Legals submitted via hard copy or PDF will be charged a typsetting fee of $10.00 per typed page

LEGAL DEADLINE: THURSDAY AT 3:00 PM

NOVEMBER 09, 2022

TETON COUNTY NOTICES
Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Monday, Nov. 14, 2022, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised up until 5:00pm the day before the meeting.
Publish: 11/09/22

Teton County Board of Commissioners
Regular Meeting Notice
200 S. Willow, Jackson, Wyoming
Tuesday, Nov. 15, 2022, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
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Publish: 11/09/22

• OFFICIAL PROCEEDINGS •

OFFICIAL SUMMARY PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING
The Teton County Board of Commissioners met in regular meeting on October 10, 2022 in the Commissioners Chambers located at 200 S. Willow in Jackson. The meeting was called to order at 9:06 a.m.
Commission present: Natalia Macker, Chairwoman, Luther Propst, Vice-Chairman, Mark Barron, Mark Newcomb and Greg Epstein were present.
ADOPT AGENDA
A motion was made by Commissioner Barron and seconded by Commissioner Epstein to adopt the agenda as presented. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.
PUBLIC COMMENT
There was no public comment.
ACTION ITEMS
1. Consideration of Payment of County Vouchers
A motion was made by Commissioner Newcomb and seconded by Commissioner Barron to approve the October 10, 2022 county voucher run in the amount of $2,898,338.93, which includes a payment of $500,000 to Teton County Fire Protection District for providing services in Alta. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.
2. Consideration of Administrative Items
a. 24-Hour Liquor Permits
b. SLIB Drawdowns
c. Tax Corrections
d. Human Service/Community Development Contracts for Service
i. Community Entry Services Contract for Services & Scope of Work
ii. Senior Center Contract for Services & Scope of Work
iii. Community Safety Network Contract for Services & Scope of Work
iv. Teton Youth & Family Services Contract for Services & Scope of Work
v. Energy Conservation Works Contract for Services & Scope of Work
vi. Teton Literacy Center Contract for Services & Scope of Work
vii. Hole Food Rescue Contract for Services & Scope of Work
A request to authorize signature on Human Service/Community Development contracts for services approved by the Board of County Commissioners.
There was no public comment.
A motion was made by Commissioner Barron and seconded by Commissioner Epstein to approve the contract for service pursuant to the adopted FY2023 budget appropriations for Community Entry Services, Senior Center, Community Safety Network, Teton Youth and Family Services, Teton Literacy Center, Hole Food Rescue, and Energy Conservation Works contracts as presented. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.
e. Special Events Permits – Applications Pending (for informational purposes, no action taken)
i. Jackson Hole Half Marathon and 5K – June 10th, 2023; From Teton Village to Phil Baux Park; Running Race; Number of Attendees 400
3. Consideration of Proposed Outgoing Commissioner Correspondence - none
4. Consideration of Findings of Fact and Conclusions of Law for 2022 Tax Appeals
a. Halpin Family Holdings LLC – CONTINUED FROM 10-3-2022
b. Teton Pines LLC – CONTINUED FROM 10-3-2022
c. Machol, Warren & Debbie – CONTINUED FROM 10-3-2022
d. Brandhorst Trust
e. Gill, Decedent's Trust C
f. JHHR Holdings I LLC
g. Gill Family LLC
A motion was made by Commissioner Propst and seconded by Commissioner Epstein to convene as the Board of Equalization. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.
The Board of Equalization convened at 9:08 a.m.
HALPIN FAMILY HOLDINGS LLC
A motion was made by Commissioner Epstein and seconded by Commissioner Propst to approve the Findings of Fact and Conclusions of Law for the Halpin Family Holdings LLC tax appeal. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.
TETON PINES LLC
John Graham, Attorney representing Teton Pines LLC, commented on the Findings of Fact and Conclusions of Law for the appeal of Teton Pines LLC. Keith Gingery, attorney for the County Assessor spoke regarding the FOFCOL. Hearing Officer Richard Stout discussed the FOFCOL with the board. It was decided to give some time for the board to consider the different versions presented to them and for each board member to communicate by email with the hearing officer as to what that particular board member believes should be in the FOFCOL. The Hearing Officer will then present a FOFCOL in two weeks for the board to review.
A motion was made by Commissioner Epstein and seconded by Commissioner Propst to continue the consideration of Findings of Fact and Conclusions of Law for the Teton Pines LLC property tax appeal to October 24, 2022. Chairwoman Macker called for a vote. The vote showed four in favor and the motion carried 4-0 with Commissioner Barron abstaining since he was not part of the original hearing.
MACHOL, WARREN AND DEBBIE
Mr. Machol has submitted multiple changes to the proposed FOFCOL. The hearing officer has not had adequate time to review all of Mr. Machol's suggested changes.
A motion was made by Commissioner Epstein and seconded by Commissioner Newcomb to continue consideration of the Findings of Fact and Conclusions of Law for the property tax appeal of Warren and Debbie Machol to the October 24, 2022 meeting. Chairwoman Macker called for a vote. The vote showed three in favor and the motion carried 4-0 with Commissioner Barron abstaining.
BRANDHORST TRUST
A motion was made by Commissioner Newcomb and seconded by Commissioner Barron to approve the Findings of Fact and Conclusions of Law for the Brandhorst Trust property tax appeal. Chairwoman Macker called for a vote. The vote showed three in favor and the motion carried 3-0 with Commissioners Barron and Macker abstaining.
GILL, DECEDENT'S TRUST C
A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve the Findings of Fact and Conclusions of Law for the Gill, Decedent's Trust C tax appeal. Chairwoman Macker called for a vote. The vote showed four in favor and the motion carried 4-0 with Commissioner Barron abstaining.
JHHR HOLDINGS I LLC
A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve the Findings of Fact and Conclusions of Law for the JHHR Holdings I LLC property tax appeal. Chairwoman Macker called for a vote. The vote showed four in favor and the motion carried 4-0 with Commissioner Barron abstaining.
GILL FAMILY LLC
A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve the Findings of Fact and Conclusions of Law for the Gill Family LLC property tax appeal. Chairwoman Macker called for a vote. The vote showed four in favor and the motion carried 4-0 with Commissioner Barron abstaining.
A motion was made by Commissioner Propst and seconded by Commissioner Epstein to reconvene as the Board of County Commissioners. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.
The Board of Equalization adjourned and the Board of Commissioners reconvened at 9:40 a.m.
DISCUSSION ITEMS
1. Known Matters for Discussion
2. Other Matters for Discussion
A. Courts at Miller Park: the Board will ask Mr. Ashworth about the potential for the Miller Park courts to stay open longer than their normal seasonal schedule given the weather.
B. Draft 2023 BCC Meeting Schedule: The Board reviewed an initial draft of the 2023 meeting schedule.
MATTERS FROM COMMISSIONERS
1. Calendar review - The Board reviewed their weekly calendar.
2. Liaison reports / Commission updates
A. Commissioner Macker had no updates.
B. Commissioner Epstein had no updates.
C. Commissioner Barron had no updates.
D. Commissioner Newcomb had no updates.
E. Commissioner Propst had no updates.
EXECUTIVE SESSION
A motion was made by Commissioner Barron and seconded by Commissioner Epstein to enter executive session pursuant to WY Statute §16-4-405(a)(iii) On matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.
The meeting entered executive session at 9:42 a.m.
Commission Present: Natalia Macker, Luther Propst, Greg Epstein, Mark Newcomb, and Mark Barron.
Others: Alyssa Watkins, Board of County Commissioners Administrator, Maureen Murphy, County Clerk, Heather Overholser, Public Works Director, Amy Ramage, County Engineer, and Chalice Weichman, Deputy County Clerk.
A motion was made by Commissioner Barron and seconded by Commissioner Newcomb to exit executive session. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.
The meeting exited executive session at 10:07 a.m.
ADJOURN
A motion was made by Commissioner Barron and seconded by Commissioner Epstein to adjourn. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.
The meeting adjourned at 10:08 a.m.
Respectively submitted: csw
TETON COUNTY BOARD OF COMMISSIONERS
/s/ Natalia D. Macker, Chair
ATTEST: /s/ Maureen E. Murphy, County Clerk
ACTION EXCAVATION LLC 37,800.00 / ACE HARDWARE 3,494.27 A.J. WHEELER M.D. 260.00 / ALDER ENVIRONMENTAL LLC 14,600.30 ALLIANCE FOR HISTORIC WYOMING 500.00 / AMAZON CAPITAL SERVICES, INC. 3,754.69 ARNOLD MACHINERY COMPANY 1,133.83 / ARBOR WORKS TREE SERVICE 15,000.00 ASPEN AUTOMOTIVE/NAPA 137.25 / BISON LUMBER 731.21 BOB BARKER COMPANY, INC. 77.94 / BOUND TREE MEDICAL, LCC 688.13 BRAUN NW, INC. 449.20 / BUCK FAIRBANKS ELECTRIC INC 3,710.02 CENTRAL STATES WIRE PRODUCTS INC. 5,226.05 / CHARTER COMMUNICATIONS 237.37 CIVIC PLUS INC. 1,914.42 / CLARKS' BROADWAY AUTO PARTS, LLC 210.07 COCA COLA BOTTLING COMPANY 47.50 / CODY LARA 21.20 COMMUNITY SAFETY NETWORK 15,125.00 / CREEKSIDE VILLAGE HOA 1,094.15 DELTA DENTAL 19,526.60 / DEAN'S PEST CONTROL LLC 790.00 DEPARTMENT OF WORKFORCE SERVICES 31,780.66 ELECTION SYSTEMS & SOFTWARE 8,882.81 / EPIC BUSINESS ESSENTIALS 585.23 ERIKSEN-MEIER CONSULTING LLC 3,960.00 / E.R. OFFICE EXPRESS INC. 917.27 EVANS INC. 405.00 / FIRE SERVICES OF IDAHO INC. 45.00 FRONT RANGE FIRE APPARATUS 160.01 / GAMETIME COMPANY 11,530.73 GE JOHNSON CONSTRUCTION WYOMING LLC 1,138,656.89 / GLOBAL STAR USA 101.82 GRAINGER 113.88 / GRAINGER 342.45 / GRITTON ASSOCIATES 491.93 GREENWOOD MAPPING, INC. 2,037.00 / GREENWOOD MAPPING,INC 2,646.00 HENRY CADWALADER 1,464.26 / HFP II LIMITED PARTNERSHIP 8,000.00 HIGH COUNTRY LINEN SUPPLY LLC 3,144.95 / HM-HANSEN MEADOWS HOA 376.65 HUNT CONSTRUCTION, INC. 10,141.64 / IMMIGRANT HOPE-WYOMING/IDAHO 5,000.00 JACKSON CURBSIDE, INC 225.00 / JASON DEWEY 8,592.00 JACKSON HOLE CHILDREN'S MUSEUM INC. 5,000.00 / JACKSON HOLE FORD 587.01 JH HIST.SOCIETY AND MUSEUM 69,037.50 / JACKSON HOLE PUBLIC ART 5,000.00 JACKSON HOLE RADIO 630.00 / JACKSON HOLE SECURITY LLC 600.00 JORGENSEN ASSOCIATES PC 23,487.50 / JOHNSON, ROBERTS & ASSOCIATES 17.50 JOHN S, WILLIAN & SUZANNE S WILLIAN 16,000.00 / JUSTIN REPPA 98.00 KEDRIC PUTNAM 52.50 / KENNON C.TUBBS, MD LLC 18,356.00 / KJAX COUNTRY 336.00 KAMAYA JANE SEPARATE PROPERTY TRUST 24,000.00 / KMTN THE MOUNTAIN 336.00 KSGT 720.00 / KZJH CLASSIC ROCK 336.00 / LASER XPRESS 627.98 LEGACY PHILANTHROPY WORKS 4,860.00 / LILY PAD CREATIVE 1,200.00 LOOKOUT MOUNTAIN LOGOWEAR 264.25 / LOWER VALLEY ENERGY 9,448.10 LUNDE LAWN CARE LLC 320.00 / MATT EVANS 100.00 MATTHEW & LAURA MURPHY FAMILY TRUST 24,000.00 / MAUREEN MURPHY 1,197.17 MASTERCRAFT POOL & SPA 3,689.00 / MCKESSON MEDICAL SURGICAL 773.17 MHI SERVICE, INC 2,203.79 / MICHAEL GUYETT 52.50 / MICHAEL G. MAURER 467.10 MEYRING & ASSOCIATES INC. 550.59 / MOMENTUM RECYCLING LLC 2,200.00 NATALIA D. MACKER 564.58 / OWEN G DUNN CO., INC/PRINTELECT 49.15 PAUL CHRISTOPHER 3,528.00 / PARK PLACE CONDOMINIUMS 260.00 POSITIVE PROMOTIONS INC. 2,237.75 / HAL JOHNSON JR-PROFESSIONAL EXPRESS 1,370.77 PREMIER CLEANING SERVICES LLC 10,040.00 / PRATT HOME INSPECTIONS 400.00 QUADIENT FINANCE USA INC 4,614.47 / RACHEL GRIMES 501.26 RACHAEL ZIMMERMAN 49.33 / RICK MARTIN 250.00 / RICHARD OCHS 348.75 ROCKY MOUNTAIN APPRAISALS 3,000.00 / R&S NORTHEAST 128.70 RX BENEIFITS INC 38,516.37 / SAFELITE AUTO GLASS 426.51 / SHANE YU 5,029.00 SILVER STAR COMMUNICATIONS 4,350.03 / STATIC PEAK 1,200.00 / STAPLES 28.90 SUBLETTE COUNTY WASTE MANAGEMENT 7.00 / ELIOR INC. 14,594.05 SWIFT CREEK ELECTRIC LLC 879.12 / TAYLOR TECHNOLOGIES 88.03 TETON COUNTY 4-H COUNCIL 900.00 / TETON COUNTY ENVIRONMENTAL HEALTH 100.00 TC FIRE PROTECTION DISTRICT 500,000.00 / TETON COUNTY TRANSFER STATION 362.00 TETON COUNTY TREASURER 69,932.73 / TETON COUNTY TREASURER 141,931.28 TERRA FIRMA ORGANICS, INC. 84,461.08 / TRC INC. 162.50 TETON MEDIA WORKS, INC. 5,668.80 / TETON TRASH REMOVAL INC. 1,922.00

TETON YOUTH & FAMILY SERVICES 92,977.00 / THE DOOR MAN 572.10 THOMSON REUTERS-WEST 1,128.66 / TIGER PERFORMANCE PRODUCTS INC. 3,589.23 TREES INC. 14,350.00 / TRANSMERICA EMPLOYEE BENEFITS 1,346.84 T&T REPORTING LLC 611.25 / TETON VILLAGE W&S 2.97 / UTAH SAFETY COUNCIL 250.00 LOCAHAN LLC 412.50 / VERTIV CORPORATION 2,093.25 / VERIZON WIRELESS 80.10 VISA 22,842.78 / VIDL SOLUTIONS, INC 1,800.00 VOIANCE LANGUAGE SERVICES, LLC 264.60 / WEMBER INC 12,085.00 WESTERN RECORDS DESTRUCTION INC. 400.00 WHITE GLOVE PROFESSIONAL CLEANING 82,480.43 / WILSON HARDWARE 1,320.00 WILLIAM R. SMITH M.D. 1,300.00 / WY DEPT OF HEALTH 322.20 WYOMING PUBLIC HEALTH LABORATORY 2,456.00 / WYOMING RETIREMENT SYSTEM 1,500.00 WYOMING TITLE & ESCROW INC. 400.00 / XEROX FINANCIAL SERVICES 321.50 YELLOW IRON EXCAVATING, LLC 2,511.94 / YELLOW IRON EXCAVATING LLC 164,393.67

Publish: 11/09/22

OFFICIAL SUMMARY PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING

The Teton County Board of Commissioners met in regular meeting on October 17, 2022 in the Commissioners Chambers located at 200 S. Willow in Jackson. The meeting was called to order at 9:00 a.m.

Commission present: Natalia Macker, Chairwoman, Luther Propst, Vice-Chairman, Mark Newcomb and Greg Epstein were present. Mark Barron was absent.

ADOPT AGENDA

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to adopt the agenda as presented. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

PUBLIC COMMENT

There was no public comment.

ACTION ITEMS

1. Consideration of Payment of County Vouchers

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve the October 17, 2022 county voucher run in the amount of $529,579.19. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

2. Consideration of Administrative Items

a. 24-Hour Liquor Permits

b. SLIB Drawdowns

c. Tax Corrections

d. Human Service/Community Development Contracts for Service

e. Special Events Permits – Applications Pending (for informational purposes, no action taken)

3. Consideration of Proposed Outgoing Commissioner Correspondence

4. Consideration of Approval of 755 E Hansen #101 Employee Lease

Approval of a lease agreement for Teton County Employee Housing located at 755 E. Hansen #101.

There was no public comment.

A motion was made by Commissioner Propst and seconded by Commissioner Epstein to approve the Lease Agreement for 755 East Hansen Unit 101 with Kelly Landowski. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

DISCUSSION ITEMS

1. Known Matters for Discussion

A. Identify Consent Agenda

The agenda for October 18 2022 was reviewed and items for the potential consent agenda were identified.

2. Other Matters for Discussion

MATTERS FROM COMMISSIONERS

1. Calendar review - The Board reviewed their weekly calendar.

2. Liaison reports / Commission updates

A. Commissioner Macker had no updates.

B. Commissioner Epstein had no updates.

C. Commissioner Barron had no updates.

D. Commissioner Newcomb had no updates.

E. Commissioner Propst had no updates.

WORKSHOPS

A. Bearproof Trash Enforcement Discussion

Chris Neubecker, Director of Planning and Building Services, provided an update to the Board on enforcement of bearproof trash containers. The Land Development Regulations regarding bear proof trash containers were updated on April 10, 2022. Refuse and recycle containers and are required to be bear resistant in all of Teton County starting July 1, 2022, however low availability of the required containers has delayed enforcement of the regulations.

Ryan Hostetter, Senior Long-Range Planner, and Chris Colligan, Public Works Project Manager, provided information on the schedules given by trash haulers around the county for their expected implementation of bearproof containers.

ADJOURN

A motion was made by Commissioner Epstein and seconded by Commissioner Newcomb to adjourn. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried. The meeting adjourned at 9:19 a.m.

Respectively submitted: csw

TETON COUNTY BOARD OF COMMISSIONERS

/s/ Natalia D. Macker, Chair

ATTEST: /s/ Maureen E. Murphy, County Clerk

ACTION EXCAVATION LLC 6,179.10 / AIRGAS USA LLC 75.08 ALBERTSONS/SAFEWAY 257.87 / ALPHAGRAPHICS 515.45 AMAZON CAPITAL SERVICES, INC. 61.88 / ASPEN AUTOMOTIVE/NAPA 18.97 ASHLEY WHITTEN 52.50 / BIOTA RESEARCH & CONSULTING, INC. 1,401.00 BIG STATE INDUSTRIAL SUPPLY INC 482.36 / BLUE SPRUCE CLEANERS, INC. 451.10 BOB BARKER COMPANY, INC. 510.00 / BONNEVILLE COUNTY SOLID WASTE 137,153.94 BOBCAT OF ROCK SPRINGS 182.20 / BRODY WALLACE 738.21 TETON DIGITAL MEDIA LLC 550.00 / CAROLINA SOFTWARE INC 850.00 CARINA STEPHENS 48.50 / CENTURYLINK 208.66 / CENTURYLINK 2,342.71 CENTRAL OREGON TRUCK COMPANY INC 2,500.00 CLARKS' BROADWAY AUTO PARTS, LLC 1,246.97 / CLAYTON KAINER 474.67 CLEARWATER OPERATIONS AND SERVICES 300.00 / CLIMB WYOMING 5,199.01 DAVE GUSTAFSON 26.25 / DBR, INC. 1,787.20 / DEPARTMENT OF FAMILY SERVICES 60.00 DEAN'S PEST CONTROL LLC 220.00 / DEPT. OF REVENUE 76.85 ELECTRICAL WHOLESALE SUPPLY CO,INC. 27.80 / ENERGY 1 LLC 2,568.70 EPI-USE AMERICA INC. 1,830.00 / E.R. OFFICE EXPRESS INC. 1,837.17 FAIRBANKS SCALES, INC 2,277.00 / FERGUSON ENTERPRISES, INC. #3007 244.69 HEALTHMERCH, LLC 874.44 / HIGH COUNTRY LINEN SUPPLY LLC 331.85 INBERG-MILLER ENGINEERS 6,215.64 / JACKSON CURBSIDE, INC 7,020.00 JENNIFER REDFIELD 52.50 / JACKSON HOLE PUBLIC ART 5,000.00 JORGENSEN ASSOCIATES PC 99,824.96 / JOHN R & JOANNE D CLARK 560.00 KELLY MACKENZIE 331.37 / KMTN THE MOUNTAIN 800.00 KUSSMAUL ELECTRONICS CO. INC. 818.48 / LARRY H MILLER FORD 551.25 LASER XPRESS 183.03 / LONG BUILDING TECHNOLOGIES, INC. 1,597.99 LOWER VALLEY ENERGY 1,796.42 / MARTA IWASECZKO 52.50 MD NURSERY & LANDSCAPING INC. 8,217.04 / MERIDIAN ENGINEERING P.C. 1,309.38 MISSION MANAGER INC. 2,800.00 / NORCO, INC. 46.80 / OFFICE ALLY 35.45 PIPECO IDAHO FALLS 953.14 / HAL JOHNSON JR-PROFESSIONAL EXPRESS 224.00 PROPAC 846.30 / QUADIENT INC 27.12 / QUADIENT FINANCE USA INC 662.63 QUILL 24.87 / QUICKSERIES PUBLISHING INC 460.76 / RACHAEL KARNS 104.00 RAYMOND LANE 1,486.55 / RAFTER J IMPROVEMENT & SERVICE DIST 146.43 ROCKY MOUNTAIN YETI 184.95 / ROTH ENTERPRISES 420.00 / RON'S TOWING LLC 1,000.00 SARA BUDGE 52.50 / SABRINA TREVATHAN 1,384.05 SERVICE GRINDING & SHARPENING INC. 523.45 / SHANE FLUD 52.50 SHERVIN'S INDEP. OIL 218.05 / SMITHS CUSTOMER CHARGES 322.33 SOPHIE DELLERGO 405.13 / S & S WORLDWIDE, INC. 13.96 / STAPLES 93.73 STOTZ EQUIPMENT 896.73 / ST JOHN'S MEDICAL CENTER 315.00 STINKY PRINTS LLC 273.04 / ELIOR INC. 3,907.86 / TETON COUNTY 4-H COUNCIL 51.35 TC INTEGRATED SOLID WASTE 117.00 / TETON CO. SCHOOL DISTRICT #1 4,180.35 TETON COUNTY TREASURER 124,729.56 / TETON COUNTY TREASURER 1,934.28 TETON COURIER 71.25 / TETON MEDIA WORKS, INC. 4,222.74 / THE DOOR MAN 2,900.53 THYSSEN-KRUPP ELEVATOR CORP. 994.23 / THE MASTER'S TOUCH LLC 353.59 THOMSON REUTERS-WEST 1,375.42 / TOWN OF JACKSON 26,510.53 TOWN OF JACKSON 8,008.71 / UNIFORMS 2 GEAR 422.87 / LOCAHAN LLC 6,400.00 VERIZON WIRELESS 760.86 / VISA 8,024.84 / WESTERN LAND GROUP INC 280.47 WESTERN RECORDS DESTRUCTION INC. 45.00 / WEST BANK SANITATION 1,539.62 WHITE GLOVE PROFESSIONAL CLEANING 415.00 / WILSON SEWER DISTRICT 230.00 WYDOT-FINANCIAL SERVICES 119.80 / WYOMING PUBLIC HEALTH LABORATORY 2,149.00 WYOMING PUBLIC MEDIA-KUWR 3,240.00 / XEROX FINANCIAL SERVICES 541.49 XEROX CORPORATION 484.20 / YELLOW IRON EXCAVATING LLC 300.00 ZOLL MEDICAL CORPORATION 3,002.48

Publish: 11/09/22

OFFICIAL SUMMARY PROCEEDINGS
OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING

The Teton County Board of Commissioners met in regular meeting on October 18, 2022 in the Commissioners Chambers located at 200 S. Willow in Jackson. The meeting was called to order at 9:02 a.m. and the Pledge of Allegiance was recited.

ROLL CALL

County Commission: Natalia Macker, Chairwoman, Luther Propst, Vice-Chairman, Mark Barron, Mark Newcomb and Greg Epstein were present.

ADOPTION OF AGENDA

A motion was made by Commissioner Epstein and seconded by Commissioner Newcomb to adopt today's agenda as presented. Chairwoman Macker called for the vote. The vote showed all in favor and the motion carried.

MINUTES

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve the 9-22-2022, 9-26-2022, 9-26-2022 (BOE), 10-3-2022, and 10-4-2022. minutes. Chairwoman Macker called for the vote. The vote showed all in favor and the motion carried.

CONSENT AGENDA

A motion was made by Commissioner Newcomb and seconded by Commissioner to place the following Matters from Staff on a Consent Agenda:

2. Consideration of Contract with the JH Community Counseling Center for Suicide Prevention Services and Prevention Services Related to Alcohol, Tobacco, and other Drugs

3. Consideration of a Contract with the City of Jackson to Provide Tobacco Prevention and Alcohol Education and Prevention Activities

4. Consideration of Atherton Campground Snow Removal Grant Agreement with Wyoming State Trails

5. Consideration of Amendment and Restatement Special Restriction for 7332 Rimrock Road

6. Consideration of Letter of Authorization for 105 Mercill Avenue

7. Consideration of LWCF Grant Application Resolution

8. Consideration of Stop Loss Insurance Renewal Offer

9. Consideration of ARP Fund Authorization for Sheriff and EOC

10. Consideration of Professional Services Agreement for Wildlife Crossings Preliminary Designs

11. Consideration of Letter of Concurrence for Wildlife Crossings

Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve the items on the Consent Agenda with the motion as stated in their respective staff report. Chairwoman Macker called for the vote. The vote showed all in favor and the motion carried.

MATTERS FROM COMMISSION AND STAFF:

2. Consideration of Contract with the JH Community Counseling Center for Suicide Prevention Services and Prevention Services Related to Alcohol, Tobacco, and other Drugs

To approve the contract with the Jackson Hole Community Counseling Center to provide suicide prevention services and prevention services related to alcohol, tobacco, and other drugs, in an amount not to exceed $30,250.00 for the period July 1, 2022 – June 30, 2023.

3. Consideration of a Contract with the City of Jackson to Provide Tobacco Prevention and Alcohol Education and Prevention Activities

To approve the contract with the City of Jackson to provide prevention services related to tobacco youth use not to exceed $2,720.00 for the period July 1, 2022 – June 30, 2023.

4. Consideration of Atherton Campground Snow Removal Grant Agreement with Wyoming State Trails

To approve the Maintenance, Construction, and Planning Grant Agreement in the amount of $10,500 between the State of Wyoming, Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites and Trails, and Teton County for snow removal at the Atherton Campground

5. Consideration of Amendment and Restatement Special Restriction for 7332 Rimrock Road

To approve the Amendment and Restatement Special Restriction as presented by staff for 7332 Rimrock Road

6. Consideration of Letter of Authorization for 105 Mercill Avenue

To approve the Letters of Authorization for 105 Mercill Avenue as presented today.

7. Consideration of LWCF Grant Application Resolution

To approve the resolution authorizing the submittal of a grant application to the 2023 Wyoming Land and Water Conservation Fund in the amount of $200,000.

8. Consideration of Stop Loss Insurance Renewal Offer

To approve the Stop Loss Insurance Renewal Offer, Option one (1), from Voya Financial.

9. Consideration of ARP Fund Authorization for Sheriff and EOC

To approve the purchase of public safety radios to be paid with American Rescue Plan (ARP) Funds in the amount of $141,178 for Sheriff and $26,880 for EOC.

10. Consideration of Professional Services Agreement for Wildlife Crossings Preliminary Designs

To approve the Professional Services Agreement with Jorgensen Associates Inc., in the not-toexceed amount of $662,624.16, for the development of Teton County Wildlife Crossing Preliminary Designs.

2) I further move to approve the utilization of Wildlife Crossings SPET funds approved by Teton County voters in 2019 for this project.

11. Consideration of Letter of Concurrence for Wildlife Crossings

To approve the letter of concurrence with WYDOT to fund two wildlife crossings that are part of the WYDOT Snake River bridge project, in the amount of $2,716,598.00.

DIRECT CORRESPONDENCE

1. Rich Ochs 9/27/2022 email regarding FEMA's Local Elected Official Guide
2. Jesse Glick 9/27/2022 email regarding Bearproof Trash
3. Mark Sullivan 9/27/2022 email regarding One Wild life Ranch DEV
4. Holly Hegener 9/27/2022 email regarding One Wild life Ranch DEV
5. Peter kennedy 9/27/2022 email regarding One Wild life Ranch DEV
6. Lizzy Moran 9/27/2022 email regarding One Wild life Ranch DEV
7. Mason Cassidy 9/27/2022 email regarding One Wild life Ranch DEV
8. Tom Westbrook 9/27/2022 email regarding Property Taxes
9. Jan Lovett 9/27/2022 email regarding Rafter J Lot 333
10. Matt Bambach 9/27/2022 email regarding POWJH - One Wild life Ranch DEV
11. Melissa Malm 9/28/2022 email regarding One Wild Life Ranch PRD
12. Julie Huot 9/28/2022 email regarding Rafter J Lot 333
13. Robert Frodeman 9/28/2022 email regarding Hoback Water
14. Barb Trompeter 9/29/2022 email regarding One Wildlife Ranch DEV
15. Dave Niles 9/29/2022 email regarding SPET Questions
16. Janice Smith 9/29/2022 email regarding Rafter J Lot 333
17. Tom Pockat 9/29/2022 email regarding Rafter J Lot 333
18. Holly Hegener 9/30/2022 email regarding One Wild Life Ranch Dev.
19. Valerie Ehrich 9/30/2022 email regarding Rafter J Lot 333
20. Clare Stumpf 9/30/2022 email regarding Rafter J Lot 333
21. Susan Johnson 9/30/2022 email regarding One Wild Life Ranch PRD
22. Aida Farag 10/3/2022 email regarding Rafter J Lot 333
23. Richard Bloom 9/30/2022 email regarding Rafter J Lot 333
24. Douglas Pitman 9/30/2022 email regarding Rafter J Lot 333
25. Karilyn Brodell 9/30/2022 email regarding Rafter J Lot 333
26. Mark Lovett 9/30/2022 email regarding Rafter J Lot 333
27. Richard Sugden 10/1/2022 email regarding One Wild Life Ranch PRD
28. Karl Jagstadt 10/1/2022 email regarding Rafter J Lot 333
29. Margaret Creel 10/1/2022 email regarding Rafter J Lot 333
30. Steve Baldock 10/1/2022 email regarding Rafter J Lot 333
31. May Sumicad 10/1/2022 email regarding Rafter J Lot 333
32. Mandy Lowe 10/1/2022 email regarding Rafter J Lot 333
33. Janice Smith 10/1/2022 email regarding Rafter J Lot 333
34. Donald Cooke 10/3/2022 email regarding Rafter J Lot 333
35. Anna Knaeble 10/3/2022 email regarding Rafter J Lot 333
36. Joe Demarsh 10/3/2022 email regarding Rafter J Lot 333
37. Kathy Tompkins 10/3/2022 email regarding Resident Iritation
38. Sue Perkins 10/3/2022 email regarding Rafter J Lot 333
39. Karin King 10/3/2022 email regarding Rafter J Lot 333
40. Loring Woodman 10/3/2022 email regarding One Wild Life Ranch
41. Maria Alyce Clark 10/3/2022 email regarding Rafter J Lot 333
42. Camille Obering 10/3/2022 email regarding One Wildlife Ranch
43. Tony Hill 10/3/2022 email regarding Rafter J Lot 333
44. Herb Brooks 10/3/2022 email regarding Rafter J Lot 333
45. Janis Allen 10/3/2022 email regarding Rafter J Lot 333
46. Aida Farag 10/3/2022 email regarding Rafter J Lot 333
47. Mark Schultheis 10/3/2022 email regarding Rafter J Lot 333
48. Janis Allen 10/3/2022 email regarding Assisted Living
49. Jackie Baxa 10/3/2022 email regarding Rafter J Lot 333
50. Gina Lipp 10/3/2022 email regarding Rafter J Lot 333
51. Tris dunn 10/3/2022 email regarding Rafter J Lot 333
52. Christine Denton 10/3/2022 email regarding Rafter J Lot 333
53. Aly Courtemanch 10/3/2022 email regarding Fishs Creek Dev.
54. Art Denton 10/3/2022 email regarding Rafter J Lot 333
55. Ian Zawacki 10/3/2022 email regarding Rafter J Lot 333
56. Vickie Lund 10/3/2022 email regarding Rafter J Lot 333
57. Evan Molyneaux 10/3/2022 email regarding Rafter J Lot

333
58. Arthur Greger 10/3/2022 email regarding Rafter J Lot 333
59. Kristine Lee 10/3/2022 email regarding Pathways
60. Judy Legg 10/3/2022 email regarding Rafter J Lot 333
61. Joy Watson 10/3/2022 email regarding Fish Creek - One Wildlife
62. Elizabeth Jacobson 10/4/2022 email regarding Rafter J Lot 333
63. Sue Perkins 10/3/2022 email regarding Rafter J Lot 333
64. Bobbie Dailey 10/3/2022 email regarding Rafter J Lot 333
65. Tom Pockat 10/3/2022 email regarding Rafter J Lot 333
66. Lee FitzPatrick 10/3/2022 email regarding Rafter J Lot 333
67. Jan Lovett 10/3/2022 email regarding Rafter J Lot 333
68. Mary Sharood 10/3/2022 email regarding Rafter J Lot 333
69. Bob Wemple 10/3/2022 email regarding Rafter J Lot 333
70. Vicky O'Donoghue 10/3/2022 email regarding Rafter J Lot 333
71. Case Brown 10/3/2022 email regarding Rafter J Lot 333
72. Laurel Sanville 10/3/2022 email regarding Rafter J Lot 333
73. Mike FitzPatrick 10/3/2022 email regarding Rafter J lot 333
74. Margaret Creel 10/3/2022 email regarding Rafter J Lot 333
75. Jessica Hendryx Brown 10/3/2022 email regarding Rafter J Lot 333
76. Kathie Brazinski 10/5/2022 email regarding Rafter J Lot 333
77. Jody Donnelly 10/3/2022 email regarding Rafter J Lot 333
78. Rosi De Haan 10/3/2022 email regarding WYDOT Housing
79. Pamela McIntosh 10/3/2022 email regarding Rafter J Lot 333
80. Julien Haas 10/4/2022 email regarding Rafter J Lot 333
81. Jonathan Schechter 10/4/2022 email regarding September Tax Data
82. Jason Fritts 10/4/2022 email regarding SPET Items
83. Renee Seidler 10/4/2022 email regarding Rules and Regs Affordable Housing
84. Keith Harger 10/4/2022 email regarding Rafter J Lot
85. Chi Melville 10/6/2022 email regarding One Wildlife Ranch
86. Stacey Morse 10/7/2022 email regarding Airport Board candidates
87. Peggy Gilday 10/10/2022 email regarding Miller Park Extension of Season
88. Brad Dickey 10/10/2022 email regarding Rafter J Lot 333
89. Fred Arbuckle 10/11/2022 email regarding Hopkins/ JH Airport Board Application

PUBLIC COMMENT

Public comment was given by Meghan Quinn (via Zoom) regarding enforcement of water protection regulations of activities on a parcel near Fish Creek.

MATTERS FROM COMMISSION AND STAFF

1. Consideration of Approval of Petition for Formation of the Hoback Junction Water and Sewer District

Keith Gingery, Chief Deputy County Attorney, presented to the Board for consideration of approval a Petition for Formation of the Hoback Junction Water and Sewer District.

Robert Frodeman of Hoback Junction filed with the Teton County Clerk a Petition for Formation of the Hoback Junction Water and Sewer District. The Petition was filed on August 18, 2022. The County Clerk reviewed the signatures attached to the petition and found the signatures to meet all requirements of the statute. A map of the proposed new district was submitted to the Wyoming Department of Revenue and to the Teton County Assessor, which both approved the map. The name of the new Water and Sewer District will be the Hoback Junction Water and Sewer District.

The resolution reads thus:

BOARD OF COUNTY COMMISSIONERS OF TETON COUNTY

RESOLUTION # _____

(Order Approving the Petition for Formation of the Hoback Junction Water and Sewer District)

WHEREAS, Petitioner; Robert Frodeman of 1660 E J-W Drive, Jackson, Wyoming; submitted a Petition for Formation of the Hoback Junction Water and Sewer District on August 18, 2022, to the Teton County Clerk; and

WHEREAS, the Hoback Junction Water and Sewer District will have all the powers conferred upon water and sewer districts under the Water and Sewer District Act, Wyoming Statute §§41-10-101 through 157; and

WHEREAS, the Teton County Clerk has certified the signatures of meeting all requirements of Wyoming Statute §22-29-107; and

WHEREAS, the Teton County Assessor and the Wyoming Department of Revenue have reviewed the boundaries of the proposed district and have found no overlaps, gaps, conflicts, or boundary issues; and

WHEREAS, this hearing was properly noticed under Wyoming Statute §22-29-109(a)(ii); and

WHEREAS, a hearing was held on today's date, October 18, 2022, and

WHEREAS, the Teton County Board of County Commissioners find that the proposed area to be included in the district will be benefitted by the Water and Sewer District; and

WHEREAS, the Teton County Board of County Commissioners find that it is appropriate to waive the requirement for a detailed description of the construction to be completed, so long as no construction shall be commenced without prior approval by the Teton County Board of County Commissioners; and

NOW THEREFORE, having duly met at a regular meeting, October 18, 2022, and considered the matter, it is

RESOLVED, that the Petition for Formation of the Hoback Junction Water and Sewer District is approved and find that the proposed district benefits the area proposed to be in the district; and

IT IS FURTHER RESOLVED, that the district shall be named the "HOBACK JUNCTION WATER AND SEWER DISTRICT;" and

IT IS FURTHER RESOLVED, that the boundaries of the district shall be as outlined in Exhibit A and B of the Petition.

IT IS FURTHER RESOLVED, that the board waives the requirement for a detailed description of the system proposed with the condition that prior to construction beginning the commission must approve the plan; and

IT IS FURTHER RESOLVED, that it is respectfully requested that the Teton County Clerk assist the petitioner in conducting a mail ballot to approve the formation of the district and to elect the initial directors after the expiration of the 30 day objection period outlined in Wyoming Statute §22-29-109(e).

Adopted on the _____ day of _____, 2022.

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Natalia D. Macker, Chairwoman, Teton County Board of County Commissioners

Maureen E. Murphy, County Clerk

There was no public comment.

Chris Colligan, Public Works Project Manager, answered questions from the Board.

A motion was made by Commissioner Propst and seconded by Commissioner Epstein to approve the Order approving the Petition for Formation of the Water and Sewer District, and find that the proposed district benefits the area proposed to be in the district, and I further move to waive the requirement for a detailed description of the system proposed with the condition that prior to construction beginning the commission must approve the plan, and lastly I further move to direct the County Clerk to assist the proposed district in conducting a mail ballot to approve the formation of the district and to elect the initial directors. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

MATTERS FROM PLANNING AND DEVELOPMENT

Findings of Fact, Conclusions of Law, and Order:

a. DEV2022-0002 – LF&F, LLC

Keith Gingery, Chief Deputy County Attorney, presented to the Board for consideration of approval the Findings of Facts and Conclusions of Law for DEV2022-0002, a Development Plan application made by SJ Planning Solutions on behalf of LF&F, LLC, pursuant to Section 8.3.2. of the Teton County Land Development Regulations for a Rural Planned Residential Development (Rural PRD). This matter was heard by the Board of County Commissioners on October 4, 2022 where the Board voted 1-4 to approve the application and the motion failed.

A motion was made by Commissioner Epstein and seconded by Commissioner Propst to approve the Findings of Fact and Conclusions of Law for DEV2022-0002 with the two changes made as noted in paragraphs 8 and 9. In Paragraph 8, the word "partnered" was deleted and the word "involved" was inserted. In Paragraph 9 the last clause of "under which the Teton County Scenic Preserve Trust would serve as the conservation easement holder for the Rural PRD" was deleted. Chairwoman Macker called for a vote. The vote showed four in favor and the motion carried 4-1 with Commissioner Barron opposed.

b. SKC2022-0002 – Wyoming Department of Transportation

Keith Gingery, Chief Deputy County Attorney, presented to the Board for consideration of approval the Findings of Fact and Conclusions of Law for SKC2022-0002, a Sketch Plan application made by Nelson Engineering on behalf of the Wyoming Department of Transportation, pursuant to Section 8.3.1 of the Teton County Land Development Regulations (LDRs), for a 28 Accessory Residential Unit workforce housing project. This matter was heard by the Board of County Commissioners on October 4, 2022 where the sketch plan was approved with the findings listed in the document.

There was no public comment.

A motion was made by Commissioner Epstein and seconded by Commissioner Barron to approve the Findings of Fact and Conclusions of Law for SKC2022-0002. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

1. Permit: CUP2022-0003 – CONTINUE TO NOVEMBER 1, 2022
Applicant: SCHROTH, ROBERT E. & LINDA M. TRUSTEES
Presenter: Hamilton Smith
Request: A Conditional Use Permit request pursuant to Land Development Regulation Section 8.4.2 to amend the Jackson Hole Winery Home Business CUP.
Location: 2800 Boyles Hill Road, Lot 3B, of the Dairy Subdivision, generally located 1.4 miles west of the South Park Loop and Highway 89 intersection. The property is zoned Planned Unit Development - Rural 2 and is not within the Scenic Resources Overlay or the Natural Resources Overlay.

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to continue CUP2022-0003 to the November 1st, 2022 Board of County Commissioners meeting. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

2. Permit: DEV2022-0003
Applicant: CS JACKSON GROUP, LLC
Presenter: Hamilton Smith
Request: A Development Plan application for a light industrial warehouse with four (4) Accessory Residential Units (ARUs) pursuant to Section 8.3.2 of the LDRs.
Location: The subject property is located at 3555 South Park Drive, and accessed from South Park Drive off of South Highway 89. The land is zoned Business Park (BP-TC) within the Natural Resources Overlay.

Hamilton Smith, Principal Planner, presented to the Board for consideration of approval a development Permit pursuant to Section 8.3.2 of the Teton County Land Development Regulations (LDRs) to permit a 11,647 sf light industrial warehouse project with four Accessory Residential Units (ARUs) at 3555 South Park Drive within the Business Park zone.

The applicant is proposing a Development Plan to construct a light industrial storage warehouse with four accessory residential units at 3555 South Park Drive. Less than 12,000 sf of nonresidential floor area is proposed; therefore, the project did not go through Sketch Plan review. The proposed square footage is within one structure, with the residential uses located on the second floor, to the north end of the building.

There was no public comment.

Taylor Cook, Nelson Engineering, commented on the Application.

Kristi Malone, Housing Supply Specialist, answered questions from the Board.

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to approve DEV2022-0003, a Development Plan for a light industrial warehouse project with four Accessory Residential Units, based upon the application dated April 25, 2022, being able to make all five (5) findings for approval under Section 8.3.2., with six (6) conditions of approval (1. a.-c. and 2. a.-c.), as follows:

1. Prior to submittal for Building Permit:

a. A Housing Mitigation Plan shall be submitted by the applicant for review by the Planning Department and Housing Department as part of a sufficient Basic Use Permit application for the proposed Light Industry use. The Housing Mitigation Plan shall demonstrate how the standards of LDR Div. 6.3 are met for the proposed development and use.

b. All restricted units shall be designed to comply with the Livability Standards in the Jackson/Teton County Housing Department Rules and Regulations. A completed Livability Standards Questionnaire for each unit type shall be submitted by the applicant to the Housing Department for review along with floor plans that include dimensions and a functional furniture placement diagram.

c. A Livability Standards Approval Letter issued by the Housing Department is required to be included in the Building Permit application.

2. Prior to issuance of Certificate of Occupancy on the Building Permit:

a. The applicant or applicant's agent(s) shall attend a Compliance Conference with the Housing Department.

b. The Housing Department shall inspect the units to confirm that each were built to Livability Standard specifications.

c. A restriction drafted by the Housing Department using the approved Restriction Template will be recorded on the units and property with terms of Workforce occupancy and Affordability, as applicable. The applicant will be responsible for payment of recording fees.

Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

The meeting recessed at 9:45 a.m. and reconvened at 10:02 a.m.

3. Permit: CUP2021-0005 - CONTINUED FROM OCTOBER 4, 2022
Applicant: STAGE STOP INC.
Presenter: Chandler Windom
Request: Conditional Use Permit pursuant to Section 8.4.2 of the Teton County Land Development Regulations to allow for Workforce Apartments at the Legacy Lodge.
Location: 3000 W Big Trail Drive, or Lot 333, is situated in the northeast corner of the Rafter J Ranch Subdivision. The property is zoned Planned Unit Development Rural-3 and is not within any Overlays.

Chandler Windom, Senior Planner, presented to the Board for consideration of approval a Conditional Use Permit pursuant to Section 8.4.2 of the Teton County Land Development Regulations (LDRs) to allow for Workforce Apartments at the Legacy Lodge, with the amended conditions:

1. Prior to the issuance of the Certificate of Occupancy for the units within each building wing (4 wings in total), the owner shall restrict the occupancy of the apartment units to members of the Teton County Workforce, in a deed restriction form that is acceptable to the Jackson/Teton County Affordable Housing Department.

2. The minimum lease period for apartment occupants shall be 6 months in accordance with the Jackson/Teton County Affordable Housing Rules & Regulations. The minimum lease period for any master leases shall be consistent with the occupant leases to which they apply. Each occupant lease and master lease shall be reviewed and approved by the Housing Department prior to applicant use.

3. For at least 75% of the units a right of first rental refusal shall be offered to qualifying members of the workforce who are critical service providers as defined by the Jackson/Teton County Affordable Housing Department or to employees of education or childcare institutions in Teton County, WY.

4. Annual monitoring reports shall be submitted by the owner to the Teton County Planning Director prior to January 31st of each year, which at minimum shall demonstrate compliance with the conditions of approval including the occupancy restriction and analysis of the Parking and Transportation Demand Management plan. The submittal shall include the property manager's complaint/enforcement log. These reports may be elevated to the Board of County Commissioners if deemed the monitoring report warrants a public review. If deemed necessary the Board may impose additional conditions of approval at this time to mitigate impacts or respond to changing conditions.

5. The Transportation Demand Management plan shall include the owner/operator supplying all occupants of the apartment building with START Bus passes annually, at no cost to the occupant. Should individual occupants choose not to receive a pass, then the owner/operator shall make a contribution to START in an amount equal to the cost of the unused passes to support START service to Rafter J. Prior to the occupancy of any apartment units the applicant shall enter into an agreement with START to document the above requirement.

6. Within six (6) months of permit issuance, the owner of Lot 333 shall apply to the Rafter J HOA for approval of the pathway crossing improvements in a manner that is acceptable to the Teton County Pathways Coordinator. The owner of Lot 333 shall complete the pathway crossing improvements within one (1) year of Rafter J HOA approval.

7. Prior to the issuance of any Certificates of Occupancy, the applicant shall request and pass the required Jackson Hole Fire Department inspections.

8. Prior to occupancy of any individual apartment unit, the owner shall install the additional required vehicle parking equal to a minimum of one parking space per unit occupied and 5 additional guest spaces, for a total of 62 vehicle parking spaces for 57 units. Within six (6) months of permit issuance, the owner shall apply to the Rafter J Development Review Committee for approval to install a minimum of one (1) bicycle parking/storage space per Apartment Unit. The applicant shall install the required bicycle parking within one (1) year of the Rafter J Development Review Committee approval.

9. Prior to occupancy of each building wing (4 wings in total), each unit shall, at minimum, include complete kitchen facilities as defined in LDR Division 9.5., and Livability Standard components of the Housing Department Rules & Regulations for existing units, and be inspected by Teton County staff.

10. Maximum occupancy of the apartment building shall be a total of 99 individuals.

11. The applicant shall provide an on-site 24-hour property manager whose responsibilities include parking enforcement. It is the responsibility of the landowner, and by proxy the property manager, to inform, monitor and enforce parking restrictions that prohibit any resident, visitor or employee of the site from parking on any Rafter J roads or rights-of-way or anywhere on site that is not in a designated paved and lined parking space.

12. This permit does not authorize use of the existing commercial kitchen by apartment occupants or for any commercial operation. The kitchen and common areas may however be utilized for activities that directly serve the tenants of the apartments as an incidental use limited to group meal service or private gatherings for residents. Only licensed caterers or food service providers may operate the kitchen.

Public comment was given in person by Jan Lovett, Janis

Smith, Margaret Creel (written comment read by Janis Smith), Mike Keegan, Art Greger, Kathy Brazinski, and Case Brown.
Via Zoom, public comment was given by Laura Soltau, and Gina Lipp.
Stefan Fodor, Attorney representing the Applicant, and Sadek Darwiche, the Applicant, commented on the application.
The meeting recessed at 11:29 a.m. and reconvened at 11:37 a.m.
April Norton, Housing Director, answered questions from the Board.
The meeting recessed at 11:52 a.m. and reconvened at 1:32 p.m.
The Board discussed the proposed conditions of approval.
A motion was made by Commissioner Barron and seconded by Commissioner Epstein to continue CUP2021-0005, AMD2022-0005 and AMD2022-0003 to the November 1st, 2022 Board of County Commissioners meeting.
Chairwoman Macker suggested a friendly amendment to continue only CUP2021-0005 to the November 1st hearing, and Commissioner Barron withdrew his motion so that the Planning Director could recommend dates for continuance.
A motion was made by Commissioner Barron and seconded by Commissioner Epstein to continue CUP2021-0005 to the November 1st, 2022 Board of County Commissioners meeting. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.
4. Permit: AMD2022-0005 - CONTINUED FROM OCTOBER 4, 2022
Applicant: TETON COUNTY
Presenter: Erin Monroe
Request: Notice is hereby given pursuant to Wyoming Statute §16-3-103 that Teton County is considering adoption of amendments to the Teton County Land Development Regulations (LDRs) to establish longer timeframes for County staff to review five of the planning applications, bringing them to 60 days (from 30-45 days). These applications include the following:
1. Environmental Analyses (EA) LDR Section 8.2.2 (45 to 60 days)
2. Grading Permits (GEC) LDR Section 8.3.4 (45 to 60 days)
3. Sign Permits LDR Section 8.3.5 (30 to 60 days)
4. Basic Use Permits (BUP) LDR Section 8.4.1 (45 to 60 days)
5. Zoning Compliance Verifications (ZCV) LDR Section 8.6.2 (45 to 60 days)
These are amendments to the Land Development Regulations which are authorized pursuant to Wyoming Statute §18-5-201.
Location: Countywide
5. Permit: AMD2022-0003
Applicant: Teton County, Wyoming
Presenter: Erin Monroe
Request: Teton County is considering adoption of amendments to the Teton County Land Development Regulations (LDRs) pursuant to Wyoming State Statute 18-5-316, Requirements for Large Acreage Subdivision Permits. This would remove the blanket exemption for the subdivision of parcels larger than 35 acres, creating new submission and analysis requirements in order to increase transparency on the condition, development potential, and accessibility of subdivided parcels.
Location: Countywide
A motion was made by Commissioner Barron and seconded by Commissioner Epstein to continue AMD2022-0005 and AAMD2022-0003 to the November 15, 2022 Board of County Commissioners meeting. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.
NOTE: Permit Applications AMD2021-0001 and ZMA2021-0001, made by the Robertson family, were continued to this date from the April 19, 2022 Board of County Commissioner meeting. These applications have been remanded to staff by the Planning Commission and are withdrawn from consideration on this agenda. When brought before the Planning Commission again, new notices will be sent out including new noticing for any future Board of County Commissioners hearings. See Memo from Planning and Building.
MATTERS FROM COMMISSION – none.
ADJOURN
A motion was made by Commissioner Barron and seconded by Commissioner Epstein to adjourn. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried. The meeting adjourned at 2:47 p.m.
Respectively submitted: csw
TETON COUNTY BOARD OF COMMISSIONERS
/s/ Natalia D. Macker, Chair
ATTEST: /s/ Maureen E. Murphy, County Clerk
Publish: 11/09/22

TETON COUNTY DIVISION OFFICES

• PUBLIC NOTICE •

NOTICE OF PUBLIC REVIEW
TETON COUNTY PLANNING COMMISSION MEETING
Monday, 11/28/2022
Notice is hereby given that a Public Hearing will be held by the Teton County PLANNING COMMISSION for the purpose of considering the applications listed below pursuant to the Wyoming State Statutes, Sections 16-3-101, et. seq. 18-5-201, et. seq. and 18-5-301, et. seq. as applicable. The Public Hearing will be held in the Commissioners Meeting Room of the Teton County Administration Building at 200 S. Willow Street in Jackson, Wyoming on Monday, 11/28/2022 in their regular meeting which begins at 6:00 PM. Information regarding the applications listed below may be obtained from the Teton County Planning and Building Services Department, Monday through Friday, 8:00 AM to 5:00 PM, telephone 307-733-3959.

Permit Number CUP2022-0006
Applicant HH Land Strategies
Request A Conditional Use Permit pursuant to Section 8.4.2 of the Land Development Regulations for a Mini-Storage Warehouse.
Location 10755 S Highway 89 is Lots 8-12 of the Rogers Point Subdivision in Hoback Junction. The property is on the east bank of the Snake River, is zoned Auto-Urban Commercial and is in the Natural Resources Overlay.

Permit Number DEV2022-0007
Applicant HH Land Strategies
Request A Development Plan pursuant to Section 8.3.2 of the Land Development Regulations for 11,999 sf of Mini-Storage Warehouse.
Location 10755 S Highway 89 is Lots 8-12 of the Rogers Point Subdivision in Hoback Junction. The property is on the east bank of the Snake River, is zoned Auto-Urban Commercial and is in the Natural Resources Overlay.

Permit Number DEV2022-0009
Applicant ASTORIA PARK CONSERVANCY
Request A Development Permit pursuant to Section 8.3.2 of the Teton County Land Development Regulations to construct a 4-unit employee housing building for Astoria Park Conservancy employees.
Location 12623 S River Bend Road is located on Lot 1 of the Astoria Hot Springs Park Subdivision, adjacent to the Astoria Hot Springs on the Southeast bank of the Snake River, approximately 3 miles south of Hoback Junction. The parcel is zoned Planned Resort and Park and is partially within the Natural Resources Overlay.
Publish: 11/09/22

• CONTINUED PUBLICATIONS •

FORMAL BID REQUEST

Invitation for formal bids is being accepted for the purchase and delivery (if applicable) of New Bear-Proof Trash Receptacles for twenty 32-gallon trash cans.

Notice is hereby given that the Teton County/Jackson Parks and Recreation Department will receive formal bids prior to 3:00 PM on Wednesday, November 30, 2022 on the Teton County Public Purchase site or at the Department's Administrative Offices at the Recreation Center, 155 East Gill, Jackson Wyoming. The bid shall be for new Bear-Proof Trash Receptacles as per the minimum specification provided in the invitation. Bid documents can be downloaded at the Teton County Public Purchase Site.
Publish: 11/02, 11/09/22

Teton County has issued a Request for Qualifications ("RFQ") in search of facilitators that have expertise and experience in the field of transportation governance and planning. Experienced persons and firms are invited to provide the information listed in this RFQ to Teton County Administration up to but not later than 9:00 am MST on November 28, 2022.
Firms will be selected to complete the scope of work outlined on Public Purchase, Bid ID 164403 for Transportation Governance and Planning Facilitation. Each respondent shall submit a response according to the format described in Exhibit F along with a fee proposal for this project. More information is available at Public Purchase; questions and responses must be submitted through Public Purchase.
Publish: 11/02, 11/09/22

NOTICE OF APPLICATION FOR A TRANSFER OF OWNERSHIP
OF A RESORT LIQUOR LICENSE

Notice is hereby given that on the 20th day of October 2022, Jackson Hole Hotel Tenant, LLC filed an application for the transfer of ownership of a resort liquor license from DTRS Jackson Hole, LLC and, in the office of the Clerk of the County of Teton for the following described place:

Jackson Hole Hotel Tenant LLC dba Four Seasons Resort Jackson Hole, 7680 Granite Loop Road, Teton Village, WY 83025

And protests, if any there be, against the issuance of the license will be heard at the hour of 9:00 A.M., on the 15th day of November 2022, in the County Commissioners Chambers in the Teton County Administration Building.
Publish: 11/02, 11/09/22

TOWN OF JACKSON NOTICES

• LIQUOR LICENSE •

PUBLIC NOTICE: Notice of Application for a Resort Liquor License
Notice is hereby given that the applicant whose name is set forth below filed application for a Resort Liquor License in the Office of the Town Clerk of the Town of Jackson, Teton County, Wyoming. The date of filing, name of the said applicant, and description of the place or premises which the applicant desires to use are as follows: Date Filed: October 18, 2022 Applicant: CCC's PBI LLC d/b/a Mountain Modern Motel Location: 380 W. Broadway Ave., Jackson, WY 83001
Protest, if any there be, against the transfer of the above license will be heard at the hour of 6:00 pm or as soon thereafter as the matter can be heard, on the 21st day of November 2022 before the Town Council of the Town of Jackson, Teton County, Wyoming, in the Council Chambers of the Town Hall at 150 East Pearl.
Dated this October 21, 2022. L. Lenamond, Sr. Deputy Town Clerk
Publish: 11/09, 11/16/22

PUBLIC NOTICE: Notice of Application for a Restaurant Liquor License
Notice is hereby given that the applicant whose name is set forth below filed application for a Restaurant Liquor License in the Office of the Town Clerk of the Town of Jackson, Teton County, Wyoming. The date of filing, name of the said applicant, and description of the place or premises which the applicant desires to use are as follows:
Date Filed: October 21, 2022
Applicant: Root Cafe LLC d/b/a Soluna
Location: 225 N. Cache, Jackson, WY 83001
Protest, if any there be, against the transfer of the above license will be heard at the hour of 6:00 pm or as soon thereafter as the matter can be heard, on the 21st day of November 2022 before the Town Council of the Town of Jackson, Teton County, Wyoming, in the Council Chambers of the Town Hall at 150 East Pearl.
Dated this November 1, 2022. L.Lenamond, Sr. Deputy Town Clerk
Publish: 11/09, 11/16/22

GENERAL PUBLIC NOTICES

• NAME CHANGE •

STATE OF WYOMING)
) ss.
COUNTY OF Teton)
IN THE DISTRICT COURT
9th JUDICIAL DISTRICT
IN THE MATTER OF THE CHANGE OF NAME OF
Bernadette Marie Brown,
Petitioner
Civil Action Case No. 18787

FILED
TETON COUNTY WYOMING
2022 OCT 31 PM 1:58
CLERK OF DISTRICT COURT

NOTICE OF PUBLICATION

You are hereby notified that a *Petition For Change of Name*, Civil Action No. 18787, has been filed on behalf of (current full name) Bernadette Marie Brown in the Wyoming District Court for the 9th Judicial District, whose address is (address of District Court) 180 S. King St, 2nd Floor, Jackson WY 83001, the object and prayer of which is to change the name of the above-named person from Bernadette Marie Brown (current full name) to Bernadette Palma Esposito. (desired full name)

Any objection must be filed with the District Court within 30 days following the last date of publication of this notice, or an *Order Granting Name Change* may be granted without further notice.

DATED this 31 day of October, 2022

SEAL

BY CLERK OF COURT:
Clerk of District Court / Deputy

Publish: 11/09, 11/16, 11/23, 11/30/22

• REQUEST FOR BIDS •

NEW BID OPPORTUNITY AT THE JACKSON HOLE AIRPORT
Wadman Corporation is the Construction Manager at Risk for the Jackson Hole Airport which
includes several projects at the Jackson Hole Airport.

Wadman Corporation is seeking bids from qualified manufacturers for the supply of (3) 30,000
GALLON FUEL TANKS AS OUTLINED IN THE PROJECT DOCUMENTS.

Subcontractors who are qualified are encouraged to view the bid documents and submit a proposal.
DBE subcontractors are highly encouraged to bid. Wadman Corporation is also committed to the
development and implementation of initiatives, which promote the inclusion of local businesses.
Wyoming Residency Preference applies as defined in W.S. 16-6-101 to 107.

Project Name: Fuel Facility Tanks

This project consists of supplying 3 jet fuel tanks.

TANKS MUST BE DELIVERED TO SITE: JUNE 14TH, 2023

PLEASE CONTACT CODY TOONE IF YOU NEED TO DISCUSS DELIVERY DATES REQUIREMENTS
FURTHER.

PLANS ARE AVAILABLE NOW.
Please email Cody Toone for the plan link and information. His email address is ctoone@wadman.com

PROPOSALS ARE DUE - November 18th, 2022 by 3 PM MST to Wadman Corporation via email at bids@wadman.com

To obtain further bid information on this project please contact:

Wadman Corporation

Estimating - Cody Toone - ctoone@wadman.com

Project Manager - Sam Venable – svenable@wadman.com

Office Line: 801-621-4185
Publish: 11/09, 11/16/22

REQUEST FOR QUALIFICATIONS
AIRPORT ON-CALL ENGINEERING SERVICES
JACKSON HOLE AIRPORT

Sealed Statements of Qualifications (SOQ) will be accepted until 3:00 PM MDT, December 23, 2022, by the Jackson Hole Airport Board, 1250 East Airport Road Jackson, WY 83001. The Board is seeking a qualified firm to provide on-call engineering services for the Jackson Hole Airport.

RFQ documents may be obtained from the Jackson Hole Airport, Administration Manager, Anna Valsing, by email at anna.valsing@jhairport.org. Sealed SOQs may be submitted to the above address and are to be marked: "On-Call Engineering Services".

The Jackson Hole Airport Board is an Equal Employment Opportunity (EEO) organization which does not discriminate against any prospective firm on the basis of race, religion, color, sex, age, national origin, sexual orientation, or presence of any sensory, mental, or physical disability in the consideration of contract award. The successful environmental firm will be required to comply with all EEO, federal, state, and local laws and regulations.
Publish: 11/09, 11/16/22

• ABANDONED VEHICLES •

1994 Honda Accord
Vin: JHMCD555XRC055729
Amt Due: $4800.00

2007 Cadillac Escalade
Vin: 1GYFK63847R201571
Amt Due: $5937.50

2003 Dodge Durango
Vin: 1D4HS48N93F543520
Amt Due: $ 4625.00

2017 Ford Focus
Vin: 1FADP3L93HL344592
Amt Due: $ 5915.90

1990 Ford E-Series Cargo Van
Vin: 1FDEE14H9LHA50412
Amt Due: $5682.80

1999 Ford E-350 Van
Vin: 1FBSS31L6XHB81070
Amt Due: $8529.95

2010 Chevy HHR
Vin: 3GNBAADB9AS619348
Amt Due: $9250.00

2020 CIMC Semi Refer Trailer
Vin: 527SR5327LM018493
Amt Due: $20362.65

2007 Freightliner CST120
Vin: 1FUJBBAV17LV91915
Amt Due: $18215.00

Date of auction November 18th 2022
Please contact Shiela @ 307-733-8697
with any questions.
Publish: 11/09, 11/16/22

• STORAGE AUCTIONS •

Notice is hereby given that on Monday, November 21st, 2022 at 1a a.m. The undersigned, Storage Stables, 3400 South US Hwy 89, (307) 733-6876, in the city of Jackson, county of Teton, state of Wyoming, will sell by Competitive Online bidding at www.storageauctions.net (search auctions in zip code 83001) the personal property heretofore stored with the undersigned by:

Michelle Nisson
2475 Cascade Drive Apt 116
P.O. box 172
Rock Springs, Wyoming 82901
Storage Unit # 386

Tomarcus Smothers
520 West Broadway
Jackson, Wyoming 83001
Storage Unit 247
Publish: 11/09, 11/16/22

• PUBLIC NOTICE •

THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT IN AND FOR TETON COUNTY, WYOMING
IN THE MATTER OF THE WRONGFUL DEATH OF OCIEL PONCE PEREZ, Deceased

Civil No.: 18766

NOTICE OF WRONGFUL DEATH REPRESENTATIVE

TO ALL INTERESTED PERSONS: You are hereby notified that on the 31st Day of October, 2022, that Silvia Ruth Perez filed an action to have her appointed as wrongful death representative and any person claiming to qualify under W.S. 1-38-104(a) may intervene as a matter of right. Any person who intends to intervene shall serve notice of the intervention on the wrongful death representative attorney: Roy A. Jacobson, Jr., Jacobson Law Offices, 1335 Ashley St., Laramie, WY 82070

DATED this 31st Day of October 2022.
Publish: 11/09, 11/16, 11/23/22

NOTICE OF FINAL PAYMENT

The Executive Director of Teton Conservation District, acting as agent for Teton Conservation District, has accepted all work as complete according to the written Agreement between Trout Unlimited and Teton Conservation District. Trout Unlimited (hereafter referred to as "the Contractor") is entitled to final payment and therefore on the 20th day of December 2022, the 41st day after the first publication of this notice, final payment of the full amount due under the Agreement will be made. Nothing in this notice shall be construed as relieving the Contractor and the Sureties on its bond from any claim or claims for the work or labor done or materials or supplies furnished in the execution of the Agreement. All persons having claims for labor and materials furnished to the Contractor shall present a verified statement of the amount due and unpaid on account of the same to the Teton Conservation District prior to the day specified for final payment. Failure on the part of the claimant to file such statement will relieve the Teton Conservation District from any and all liability on such claim. Date this 1st day of November 2022. Sponsor: Teton Conservation District
By: Carlin Girard
Publish: 11/09, 11/16, 11/23/22

• INTENT TO SUBDIVIDE •

LEGAL NOTICE

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes 440 West Kelly Partners LLC intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 12 condominium units. The project is located on 0.32 acres, described as Lots 3 and 4, Blk 6, Karns 4th addition, a portion of the SW1/4NE1/4 of Section 33, Township 41N, Range 116W. The street address is 430 and 440 W. Kelly Ave, Jackson, WY. The name of the proposed subdivision is 440 West Kelly Condominium Addition to the Town of Jackson.
Publish: 11/09, 11/16/22

LEGAL NOTICE
NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that Teton County and Mercill Partners LLC intends to apply for a permit to subdivide in Teton County. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Council Chambers. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 30 RESIDENTIAL UNITS and 4 COMMERCIAL UNITS. The project is located on 0.58 acres generally described as being located on Lots 15, 16 and 17, Block No. 2 of Joseph R. Jones Lots to the Town of Jackson, Plat No. 113, within Section 28, Township 41 North, Range 116 West, street address is 105 Mercill Avenue. The site is accessed from Mercill Avenue and North Glenwood Street and will be named MERCILL AVENUE CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON.
Publish: 11/09, 11/16/22

• CONTINUED PUBLICATIONS •

STATE OF WYOMING)
) ss.
COUNTY OF Teton)

IN THE DISTRICT COURT
9th JUDICIAL DISTRICT

IN THE MATTER OF THE CHANGE OF NAME OF
Rebecca Marie Roper,
Petitioner

Civil Action Case No. 18784

FILED
TETON COUNTY, WYOMING
2022 OCT 21 PM 4:03
CLERK OF DISTRICT COURT

NOTICE OF PUBLICATION

You are hereby notified that a *Petition For Change of Name*, Civil Action No. _____, has been filed on behalf of (current full name) Rebecca Marie Roper in the Wyoming District Court for the 9th Judicial District, whose address is (address of District Court) 180 S. King Street Jackson, WY 83001, the object and prayer of which is to change the name of the above-named person from Rebecca Marie Roper (current full name) to Rebecca Marie Thomas (desired full name).

Any objection must be filed with the District Court within 30 days following the last date of publication of this notice, or an *Order Granting Name Change* may be granted without further notice.

DATED this 21st day of October, 2022

BY CLERK OF COURT:
Clerk of District Court / Deputy

Publish: 11/02, 11/09, 11/16, 11/23/22

IN THE DISTRICT COURT OF THE STATE OF WYOMING
IN AND FOR THE COUNTY OF TETON
NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF:
KATHY A. RUNYAN,
Deceased

Probate No.: 18773

NOTICE OF PROBATE

You are hereby notified that on October 24, 2022 the Last Will and Testament of Kathy A. Runyan (the "Decedent") was admitted to probate by the above named Court, and Joshua Hayden Runyan was appointed personal representative thereof. Any action to set aside the Will shall be filed in the Court within three months from the date of the first publication of this notice, or thereafter be forever barred.
Notice is further given that all persons indebted to Kathy A. Runyan or to Kathy A. Runyan's Estate, are requested to make immediate payment to the Estate of Kathy A. Runyan, C/O the Majors Law Firm, P.C., P.O. Box 2922, 125 S. King Street, Suite 2A, Jackson WY 83001-2922.
Creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers in the Office of the Clerk of Court on or before three months after the date of the first publication of this notice, and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.
DATED October 25, 2022.

M. Jason Majors
Majors Law Firm, P.C.
125 S. King Street
P.O. Box 2922
Jackson, WY 83001-2922
(307) 733-4117 Phone
(307) 733-4117 Facsimile
Wyoming Bar Registration # 6-3789
Attorney for Personal Representative
Publish: 11/02, 11/09, 11/16/22

IN THE DISTRICT COURT OF TETON COUNTY, WYOMING
NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE, CHANGE OF NAME OF
[NO FIRST NAME] [NO MIDDLE NAME] WOOLDRIDGE,
Petitioner,

Case No. 18785

FILED
TETON COUNTY, WYOMING
2022 OCT 25 PM 3:43
CLERK OF DISTRICT COURT

NOTICE OF PUBLICATION

You are hereby notified that a *Verified Petition for Adult Change of Name*, Case No. 18785, has been filed on behalf of [No First Name] [No Middle Name] Wooldridge in the Wyoming District Court for the Ninth Judicial District, whose address is 180 S King Street, 2nd Floor, Jackson, WY 83001, the object and prayer of which is to change the name of the above-named person from [No First Name] [No Middle Name] Wooldridge to Terry LaDawn Judd.

Any objection must be filed with the District Court within 30 days following the last date of publication of this notice, or an *Order Granting Name Change* may be granted without further notice.

DATED this 25 day of October, 2022.

Anne C. Sutton
Clerk of Court

Rhinee Nelson
Deputy Clerk

Publish: 11/02, 11/09, 11/16, 11/23/22

NOTICE OF ACCEPTANCE
AND
FINAL PAYMENT TO CONTRACTOR
FOR
TETON VILLAGE 2022 STREET SURFACING PROJECT

Notice is hereby given that the Teton Village Improvements and Service District has accepted, as completed according to the plans, specifications and rules governing the same, the work performed under that contract dated April 12, 2022 between the Teton Village Water and Sewer District and Evans Construction Company, the Contractor; that work under said contract, known as the Teton Village 2022 Street Surfacing Project, is complete, and the Contractor is entitled to final payment. Notice is further given that subsequent to the forty-first (41st) day after the first publication of this notice, to wit, December 13, 2022 the Teton Village Improvements and Service District will pay to said Contractor the full amount under the contract.
Publish: 11/02, 11/09/22

LEGAL NOTICE

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes, JHHR Holdings I LLC intends to apply for a permit for a subdivision plat in Teton County. A public hearing for said permit will occur at a regular meeting of the Teton County Board of County Commissioners at the Teton County Administration Building. Please contact the Teton County Planning Office at 307-733-3959 for the scheduled meeting date. The proposed subdivision consists of a 25.67-acre portion of Revised Hereford Ranch Tract 10 within Gov't Lot 7 of Section 6., T.40N., R.116W. and is in an area zoned Suburban that is located east of South Park Loop Road, approximately one-third of a mile south of High School Road. After approval and recordation of the one lot subdivision, at a future date it will be re-platted in accord with Development Plan DEV2022-0006.
Publish: 11/02, 11/09/22

STATE OF WYOMING)
IN THE DISTRICT COURT
) ss
COUNTY OF TETON)
NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE)
ESTATE OF:)
)
Probate No. 18714
PAUL E. LOWHAM,)
)
Deceased.)

NOTICE OF PROBATE OF WILL AND NOTICE TO CREDITORS

TO ALL PERSONS INTERESTED IN SAID ESTATE:
You are hereby notified that on the 28th day of July, 2022, the Last Will and Testament of Paul E. Lowham was admitted to probate by the above-named Court, and that Deborah L. Lowham and Mark C. Lowham were appointed Co-Personal Representatives thereof. Any action to set aside the Will shall be filed in the Court within three months from the date of the first publication of this Notice, or thereafter be forever barred. Notice is further given that all persons indebted to the decedent or to her Estate are requested to make immediate

payment to the Estate in care of Cathryn L. Brodie, P.O. Box 7372, Jackson, Wyoming 83002, Attorney for the Estate. Creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers, in the office of the Clerk of said Court, on or before three months after the date of the first publication of this notice, and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.
DATED this 19th day of October, 2022.

Cathryn L. Brodie
WY Bar No. 6-3152
Levy Coleman Brodie LLP
1110 Maple Way, Suite 7
Jackson, Wyoming 83001
Mailing Address:
P.O. Box 7372
Jackson, Wyoming 83002
Attorneys for the Estate
Publish: 10/26, 11/02, 11/09/22

STATE OF WYOMING)
) ss.
COUNTY OF Teton)

IN THE DISTRICT COURT
9th JUDICIAL DISTRICT

IN THE MATTER OF THE CHANGE OF NAME OF
DIANA SANDOVAL,
Petitioner

Civil Action Case No. 18782

FILED
TETON COUNTY, WYOMING
2022 OCT 19 PM 1:21
CLERK OF DISTRICT COURT

NOTICE OF PUBLICATION

You are hereby notified that a *Petition For Change of Name*, Civil Action No. _____, has been filed on behalf of (current full name) DIANA SANDOVAL in the Wyoming District Court for the 9 Judicial District, whose address is (address of District Court) 180 S King St, Jackson WY 83001, the object and prayer of which is to change the name of the above-named person from DIANA SANDOVAL (current full name) to DIANA PAIRAS (desired full name).

Any objection must be filed with the District Court within 30 days following the last date of publication of this notice, or an *Order Granting Name Change* may be granted without further notice.

DATED this 19th day of October, 2022.

SEAL
THE DISTRICT COURT
TETON COUNTY, WYOMING

BY CLERK OF COURT:
Clerk of District Court / ~~Deputy~~

Publish: 10/26, 11/02, 11/09, 11/16/22

NOTICE OF FINAL PAYMENT

The Executive Director of Teton Conservation District, acting as agent for Teton Conservation District, has accepted all work as complete according to the written Agreement between Ducks Unlimited Inc. and Teton Conservation District. Ducks Unlimited Inc. (hereafter referred to as "the Contractor") is entitled to final payment and therefore on the 6th day of December 2022, the 41st day after the first publication of this notice, final payment of the full amount due under the Agreement will be made. Nothing in this notice shall be construed as relieving the Contractor and the Sureties on its bond from any claim or claims for the work or labor done or materials or supplies furnished in the execution of the Agreement. All persons having claims for labor and materials furnished to the Contractor shall present a verified statement of the amount due and unpaid on account of the same to the Teton Conservation District prior to the day specified for final payment. Failure on the part of the claimant to file such statement will relieve the Teton Conservation District from any and all liability on such claim.
Date this 20th day of October 2022.
Sponsor: Teton Conservation District
By: Carlin Girard
Publish: 10/26, 11/02, 11/09/22

N&G Value No. 5

COMMUNITY

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Jackson Hole News&Guide

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Obituaries due 9am Sunday *obituaries@jhnewsandguide.com*

Jackson Hole News&Guide

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 11/15/2022

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: 440 West Kelly Condominiums

2. LOCATION: 440 W. Kelly Ave., Jackson, WY 83001

3. PROJECT NUMBER: P20-154

4. CALCULATE PROPOSED PROJECT POPULATION:

UNIT TYPE	# OF UNITS	X	PERSONS HOUSED PER UNIT	PROJECTED POPULATION
STUDIO	0		1.25	0
1 BEDROOM	0		1.75	0
2 BEDROOM	10		2.25	22.5
3 BEDROOM	0		3.00	0
4 BEDROOM	0		3.75	0
5 BEDROOM	0		4.50	0
EACH ADDITIONAL BEDROOM	0		0.50	0
DORMITORY	0		1 per 150 sf of net habitable area	0
TOTAL				26

5. CALCULATE REQUIRED PARK ACREAGE:

22.5 TOTAL PROJECTED POPULATION X 9 ACRES / 1000 RESIDENTS = 0.2025 REQUIRED ACRES

6. CALCULATE CASH-IN-LIEU:

0.2025 REQUIRED ACRES X $100,000 (VALUE OF LAND) = $ 20,250 CASH-IN-LIEU

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE: 11/17/2022

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: 440 West Kelly Condominiums

2. LOCATION: 440 W. Kelly Ave., Jackson, WY 83001

3. PROJECT NUMBER: P20-154

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		0		0
.015 ACRES PER UNIT MULTI-FAMILY		10		0.15

5. CALCULATE CASH IN-LIEU:

0.15 LAND DEDICATION STANDARD X $100,000 (VALUE OF LAND) = $ 15,000 CASH-IN-LIEU

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

PROPOSED DEVELOPMENT PROGRAM
Planning & Building Department
Planning Division

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

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

PROPOSED DEVELOPMENT PROGRAM		
Area Calculations. ***Please complete for each affected lot or parcel.***		
	Base Site Area	**Adjusted Site Area**
Gross Site Area	13,939 sf	13,939 sf
Land within road easements and rights-of-way	0	0
Land within existing vehicular access easements		0
Land between levees or banks of rivers and streams	0	0
Lakes or ponds > 1 acre	0	0
Land previously committed as open space in accordance with these or prior LDRs	0	
50% of lands with slopes greater than 25%	0	
Calculated Totals	13,939 sf	13,939 sf

Development Calculations. ***Please complete for each structure or use.***				
	LDR Standard	**Existing**	**Proposed**	**Gross**
Number of units or density	5	0	12	12
Floor area (by use if applicable)	10,000 sf (max per unit)	0	12,419 sf (building)	12,419 sf (building)
FAR or maximum floor area	0.80	0	11,151 sf	11,151 sf
Site Development	0.79 (11,012 sf)	0	8,017 sf	8,017 sf
Landscape Surface Ratio	0.21 (2,927 sf)	0	5,922 sf	5,922 sf
Setbacks				
Front or street yard	20'	20'	20'	20'
Rear yard	5'	5'	5'	5'
Side yard	5'	5'	5'	5'
Side yard	5'	5'	5'	5'
Height	39'	0	32'10.75"	32'10.75"

SITE PLAN—MINIMUM STANDARDS

Planning & Building Department
Planning Division

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

ph: (307) 733-0440
fax: (307) 734-3563
www.townofjackson.com

GENERAL STANDARDS. *When a site plan is required as part of an application submittal, it should adhere to the following general standards.*

1. **Page Size.** Site plans should be on 24 x 36 inch paper. Larger page sizes require prior approval of the Planning or Building Department.
2. **Scale.** All site plan elements should be drawn to an accepted engineering scale that allows review of the proposal. A scale bar depicting the chosen scale should be included on the site plan.
3. **Title Block.** The site plan should contain a title block indicating the owner's name, designer or engineer's name, date of the drawing, date of any revisions or alterations of the drawing, sheet or page number, and a description of the work depicted.
4. **North Arrow.** A north arrow should be provided on the site plan.
5. **Legend.** The site plan should include a legend describing any lines, symbols, or shading used on the site plan.

INFORMATION TO BE DEPICTED. *A site plan should depict the following information.*

1. Boundaries of the entire property
2. All existing and proposed easements (road, driveway, utility, etc.)
3. Adjacent streets, roads, and public improvements
4. Existing and proposed access driveways and parking areas
5. Location of existing and proposed structures
6. Dimensioned setbacks from property lines, rights-of-way and protected natural resources
7. Grade or contour lines for areas of slope greater than 5%
8. Locations of wells, septic systems, leach fields, sewer lines and other existing and proposed utilities
9. Snow storage areas
10. Required landscaping
11. Existing and proposed fencing

Flexibility of Requirements. *Planning, Building or Engineering staff may waive or alter requirements for information to be depicted on a site plan to suit the specifics of an application, particularly for uses proposed within existing physical development where a more conceptual site plan may be sufficient.*

PRE-APPLICATION CONFERENCE REQUEST (PAP)

Planning & Building Department

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

phone (307)733-0440
www.townofjackson.com

For Office Use Only

Fees Paid _____ Time & Date Received _____

Application # _____ _____

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

APPLICABILITY. *This application should be used when applying for a* ***Pre-application Conference.*** *The purpose of the pre-application conference is to identify the standards and procedures of these LDRs that would apply to a potential application prior to preparation of the final proposal and to identify the submittal requirements for the application.*

For additional information go to www.townofjackson.com/204/Pre-Application

PROJECT.

Name/Description: 440 West Kelly Condominiums

Physical Address: 440 W. Kelly Ave., Jackson, WY

Lot, Subdivision: Lots 3-4, Blk. 6, Karns 4th Addition to the Town of Jackson, Plat 143. Teton County, Wyoming PIDN: 22-41-16-33-1-69-001

PROPERTY OWNER.

Name: 0 Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

APPLICANT/AGENT.

Name, Agency: Farmer Payne Architects Phone: 307.264.0080

Mailing Address: PO Box 381 Jackson, WY ZIP: 83001

E-mail: ryan@farmerpaynearchitects.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner x Applicant/Agent

ENVIRONMENTAL PROFESSIONAL. *For EA pre-application conferences, a qualified environmental consultant is required to attend the pre-application conference. Please see Subsection 8.2.2.C, Professional Preparation, of the Land Development Regulations, for more information on this requirement. Please provide contact information for the Environmental Consultant if different from Agent.*

Name, Agency: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

TYPES OF PRE-APPLICATION NEEDED. *Check all that apply; see Section 8.1.2 of the LDRs for a description of review process types.*

X Physical Development Permit
____ Use Permit
____ Development Option or Subdivision Permit
____ Interpretations of the LDRs
____ Amendments to the LDRs
____ Relief from the LDRs
____ Environmental Analysis

This pre-application conference is:
X Required
____ Optional
____ For an Environmental Analysis
____ For grading

SUBMITTAL REQUIREMENTS. *Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Provide **one electronic copy** (tstolte@jacksonwy.gov).*

Have you attached the following?

____ **Application Fee.** Go to www.townofjackson.com/204/Pre-Application.com for the fees.

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

X **Narrative Project Description.** Please attach a short narrative description of the project that addresses:
- X Existing property conditions (buildings, uses, natural resources, etc)
- X Character and magnitude of proposed physical development or use
- n/a Intended development options or subdivision proposal (if applicable)
- n/a Proposed amendments to the LDRs (if applicable)

X **Conceptual Site Plan.** For pre-application conferences for physical development, use or development option permits, a conceptual site plan is required. For pre-application conferences for interpretations of the LDRs, amendments to the LDRs, or relief from the LDRs, a site plan may or may not be necessary. Contact the Planning Department for assistance. If required, please attach a conceptual site plan that depicts:
- X Property boundaries
- X Existing and proposed physical development and the location of any uses not requiring physical development
- n/a Proposed parcel or lot lines (if applicable)
- X Locations of any natural resources, access, utilities, etc that may be discussed during the pre-application conference

____ **Grading Information (REQUIRED ONLY FOR GRADING PRE-APPS).** Please include a site survey with topography at 2-foot contour intervals and indicate any areas with slopes greater than 25% (or 30% if in the NC Zoning District), as well as proposed finished grade. If any areas of steep slopes are man-made, please identify these areas on the site plan.

X **Other Pertinent Information.** Attach any additional information that may help Staff in preparing for the pre-app or identifying possible key issues.

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 Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Signature of Owner or Authorized Applicant/Agent	11/17/2022 ~~8/10/2020~~ Date
Matt Gotham	Surveying Manager/Principal Surveyor
Name Printed	Title



This drawing and design is the property of Farmer Payne Architects, LLC.
They are submitted on the condition that they are not to be used,
reproduced, or copied, in whole or part, or used for furnishing information to others,
without prior written consent of Farmer Payne Architects, LLC.
All common law rights of copyright & otherwise are hereby specifically reserved.
These Drawings are for Schematic Intent only, no engineering is associated
with these plans, architect not liable for any design or construction flaws, typ.

440 W Kelly

Jackson, WY | 8.3.20 | Multi Family Contemporary

FARMERPAYNE | ARCHITECTS | A100



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440 W Kelly

Jackson, WY | 8.3.20 | Multi Family Contemporary

FARMERPAYNE | ARCHITECTS | **A101**



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440 W Kelly

Jackson, WY | 8.3.20 | Multi Family Contemporary



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440 W Kelly

Jackson, WY | 8.3.20 | Multi Family Contemporary



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440 W Kelly

Jackson, WY | 8.3.20 | Multi Family Contemporary

FARMERPAYNE | ARCHITECTS | A104

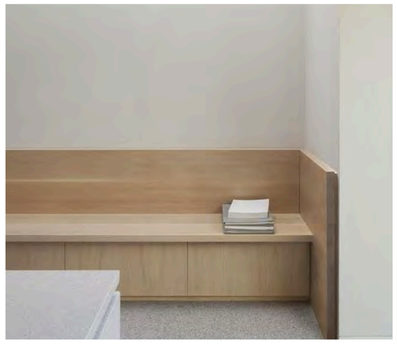


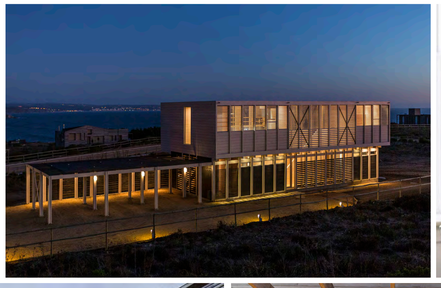
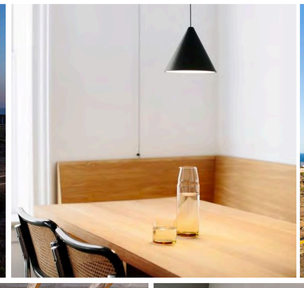
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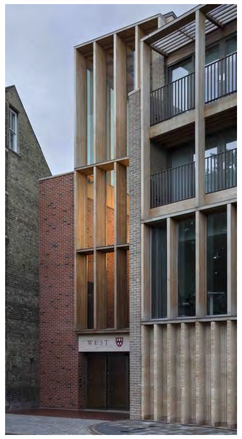
Jackson, WY | 8.3.20 | Multi Family Contemporary

FARMERPAYNE | ARCHITECTS | **A105**

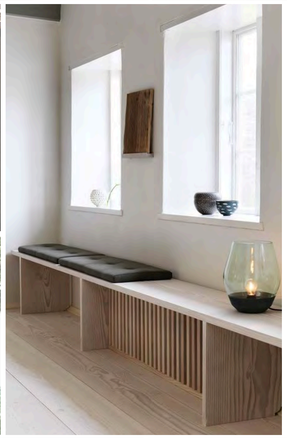


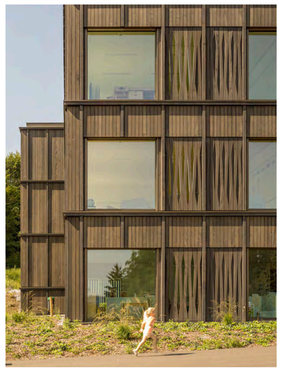





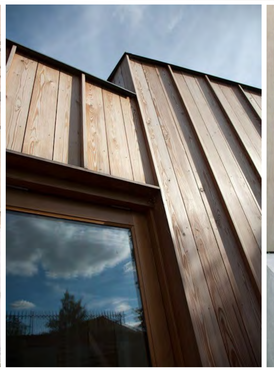














NATURAL WOOD SIDING



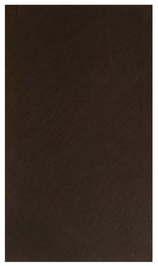
NATURAL WOOD ACCENTS



BLACKENED WOOD SIDING



CONCRETE SITE ELEMENTS



DARK BRONZE ACCENTS

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Jackson, WY | 8.3.20 | Multi Family Contemporary

FARMERPAYNE | ARCHITECTS | A103

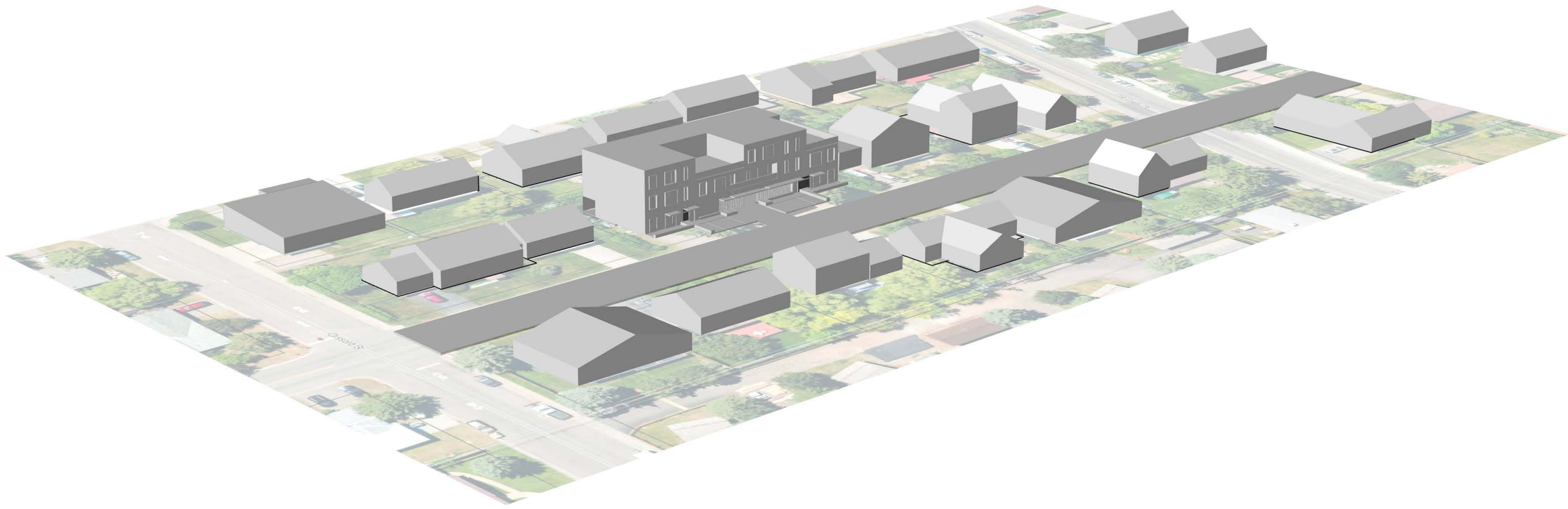


North Aerial Elevation

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Jackson, WY | 8.3.20 | Multi Family Contemporary



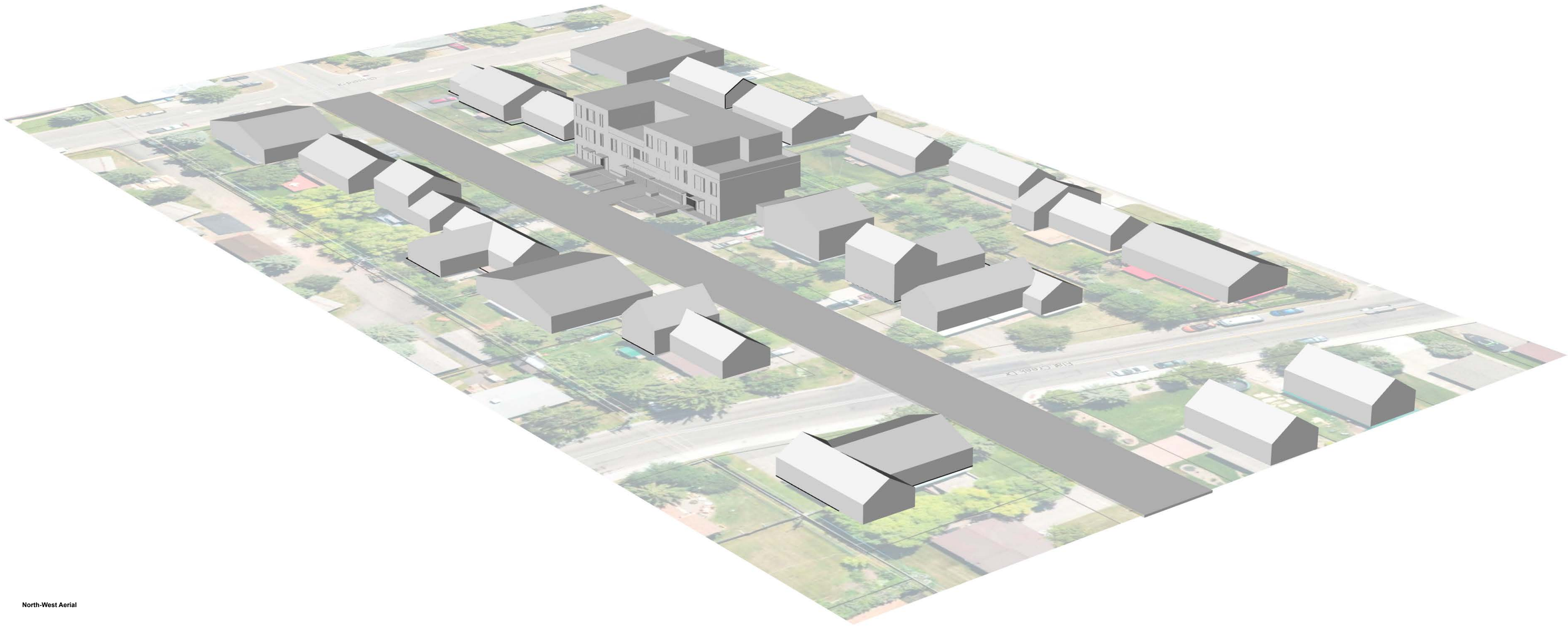
North-East Aerial

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440 W Kelly

Jackson, WY | 8.3.20 | Multi Family Contemporary

FARMERPAYNE | ARCHITECTS | **A105**

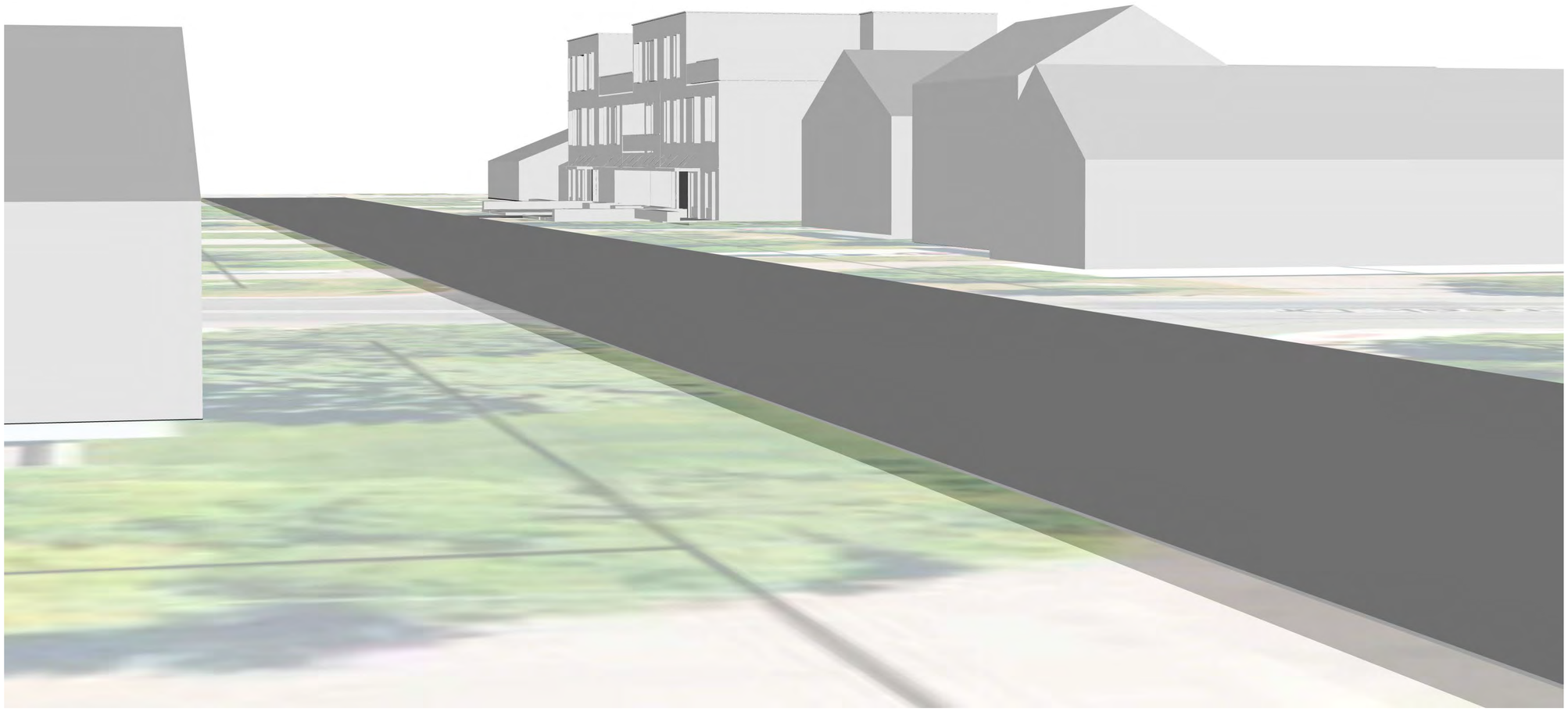


North-West Aerial

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440 W Kelly

Jackson, WY | 8.3.20 | Multi Family Contemporary

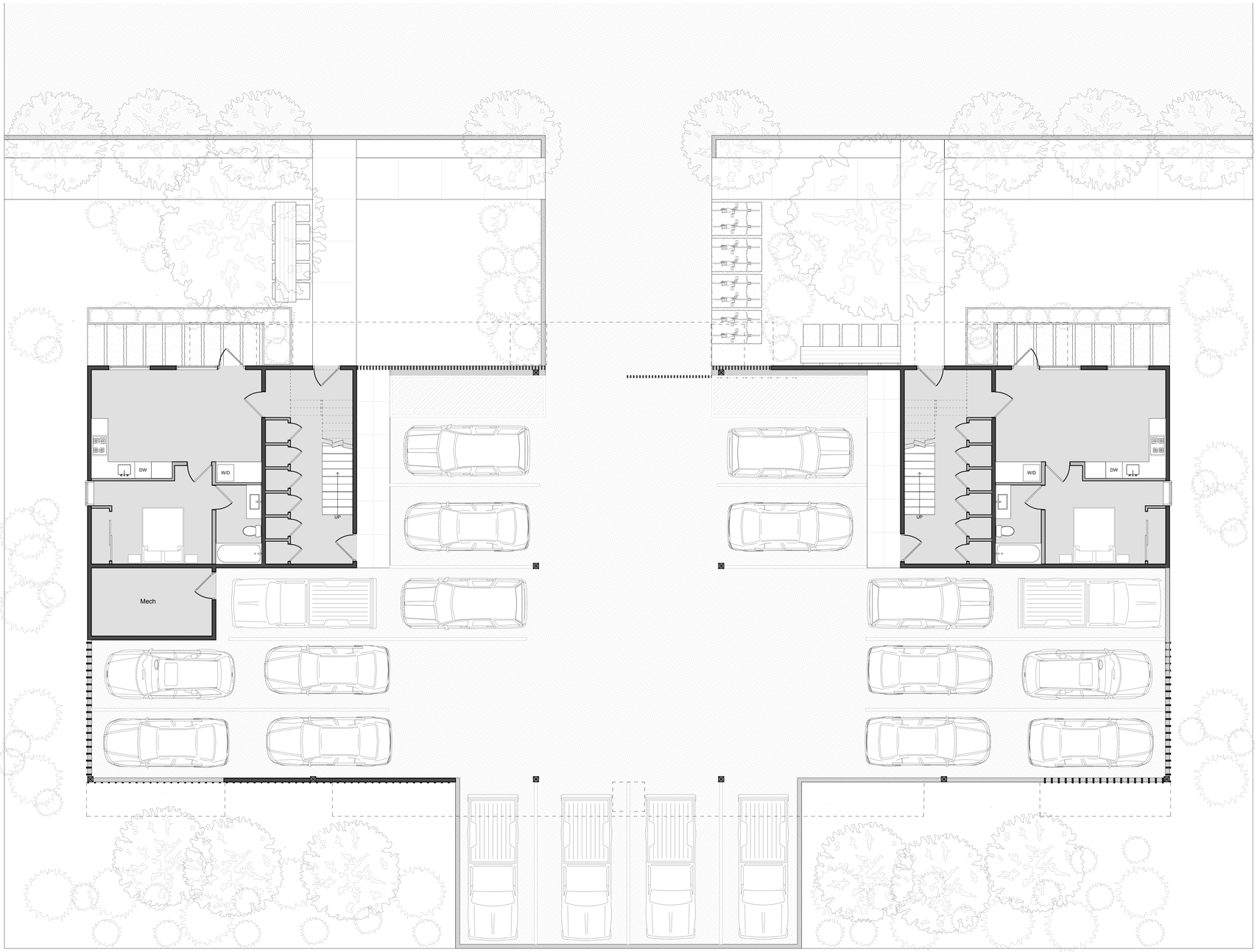


Pedestrian Street View

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440 W Kelly

Jackson, WY | 8.3.20 | Multi Family Contemporary



01 **SITE PLAN**
SCALE: 3/16" = 1'-0"

N

PROJECT NORTH

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Jackson, WY 83001
T.307.264.0080

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Ketchum, ID 83340
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Louisiana
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440 W Kelly

Jackson, WY

DATE:	8/3/20
PROJECT #:	JH2004
DRAWN:	RW/AB
ISSUE:	
25% DD	7.30.20
DRC Review	8.3.20

A200

Site Plan

V3

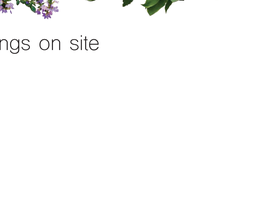
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Existing and Proposed trees on street frontage
-Doug Fir
-Quaking Aspen Multi-Stem





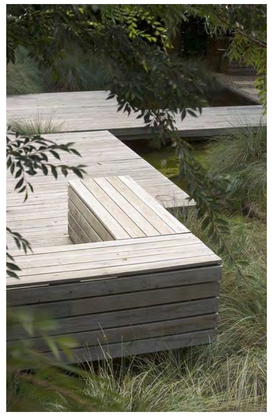
Ornamental Grasses at entry beds and privacy screens
-Overdam Feather Reed
-Blue Oat



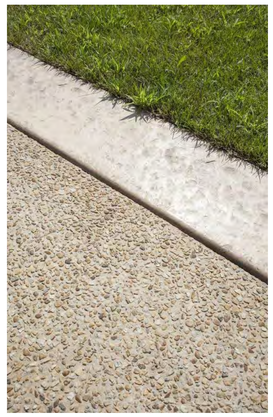
Native Perennials at beds and privacy screens



Standalone shrubs and plantings on site











01 LANDSCAPE PLAN
SCALE: 1/8" = 1'-0"





N

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Jackson, WY

DATE:	8/3/20
PROJECT #:	JH2004
DRAWN:	RW/AB

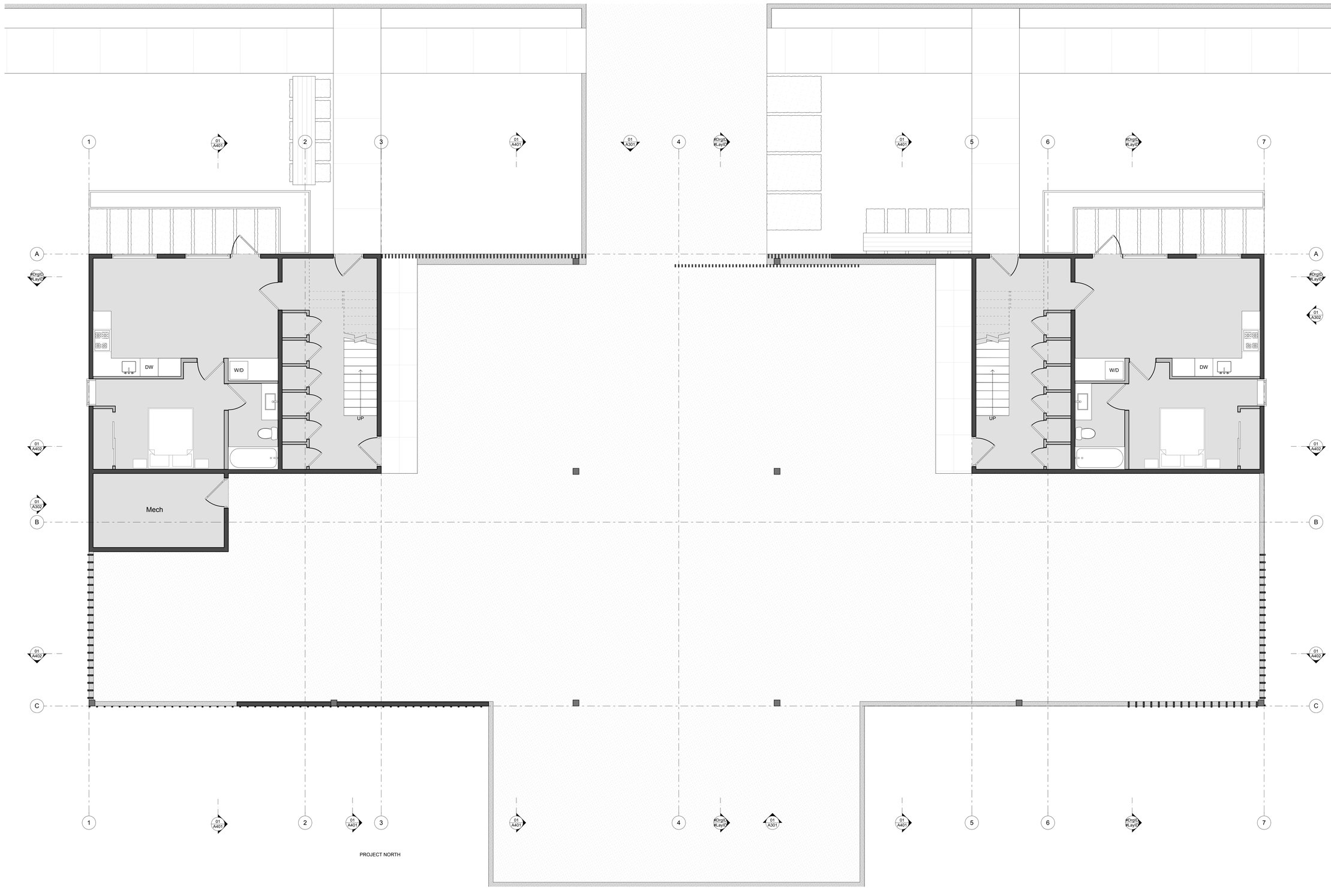
ISSUE:

25% DD	7.30.20
DRC Review	8.3.20

A201

Landscape Plan

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01 GROUND LEVEL
SCALE: 1/4" = 1'-0"

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440 W Kelly

Jackson, WY

DATE:	8/3/20
PROJECT #:	JH2004
DRAWN:	RW/AB

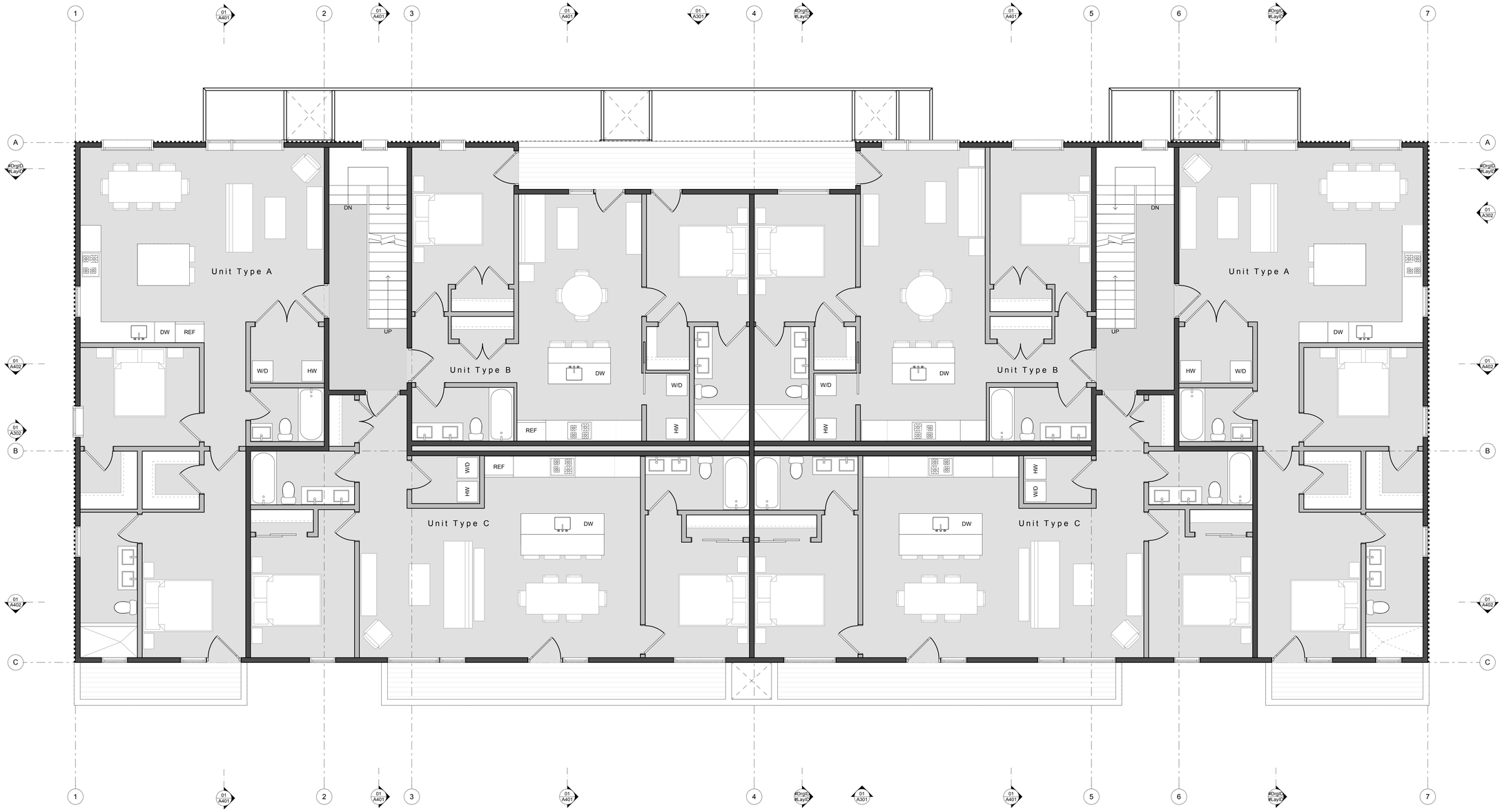
ISSUE:

25% DD	7.30.20
DRC Review	8.3.20

A202

Ground Level Plan - Noted

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01 2ND LEVEL
SCALE: 1/4" = 1'-0"

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DATE:	8/3/20
PROJECT #:	JH2004
DRAWN:	RW/AB

ISSUE:

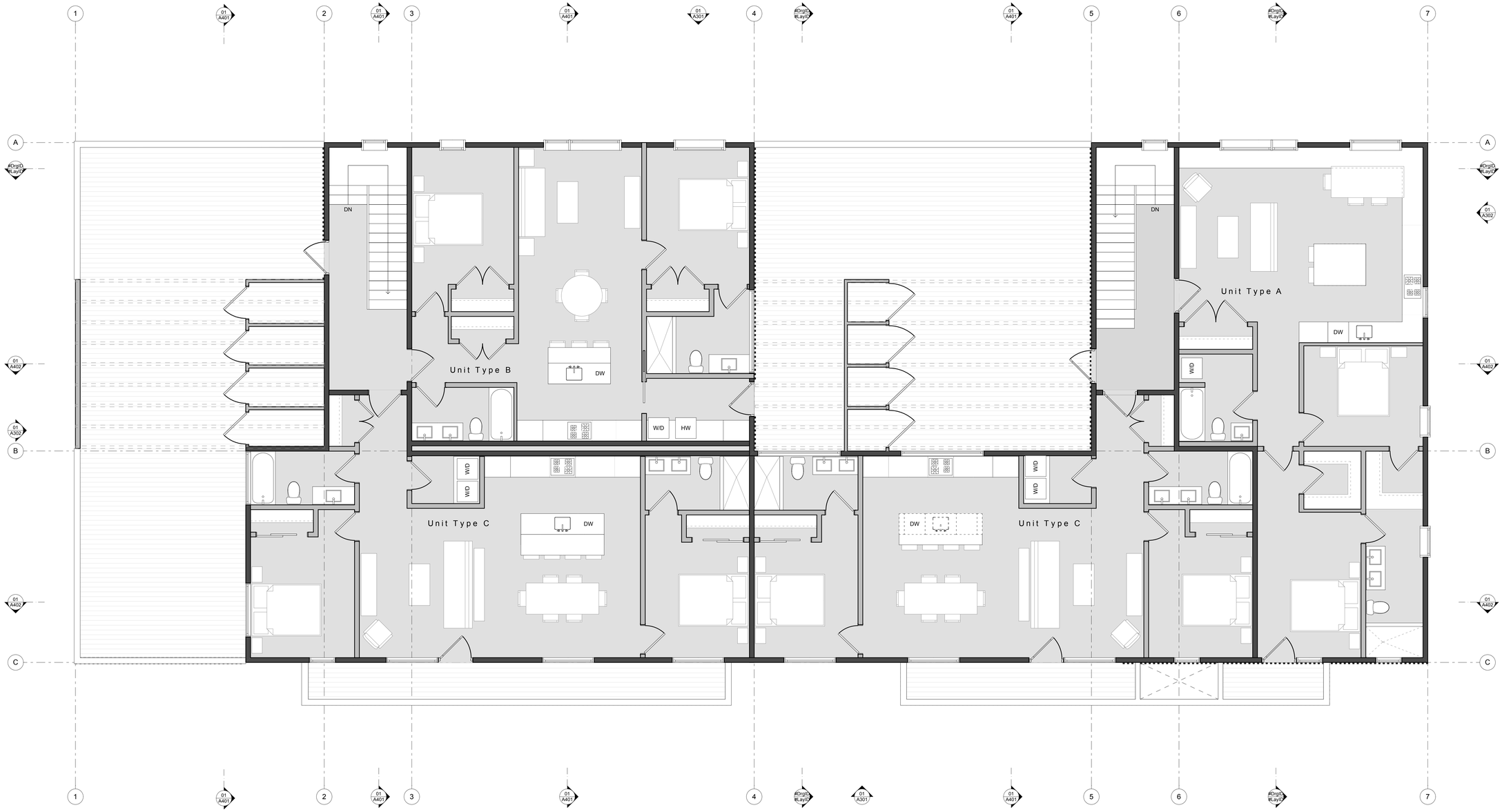
25% DD	7.30.20
DRC Review	8.3.20

A204

2nd Level Plan - Noted

V3

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01 3RD LEVEL
SCALE: 1/4" = 1'-0"

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Jackson, WY

DATE:	8/3/20
PROJECT #:	JH2004
DRAWN:	RW/AB

ISSUE:

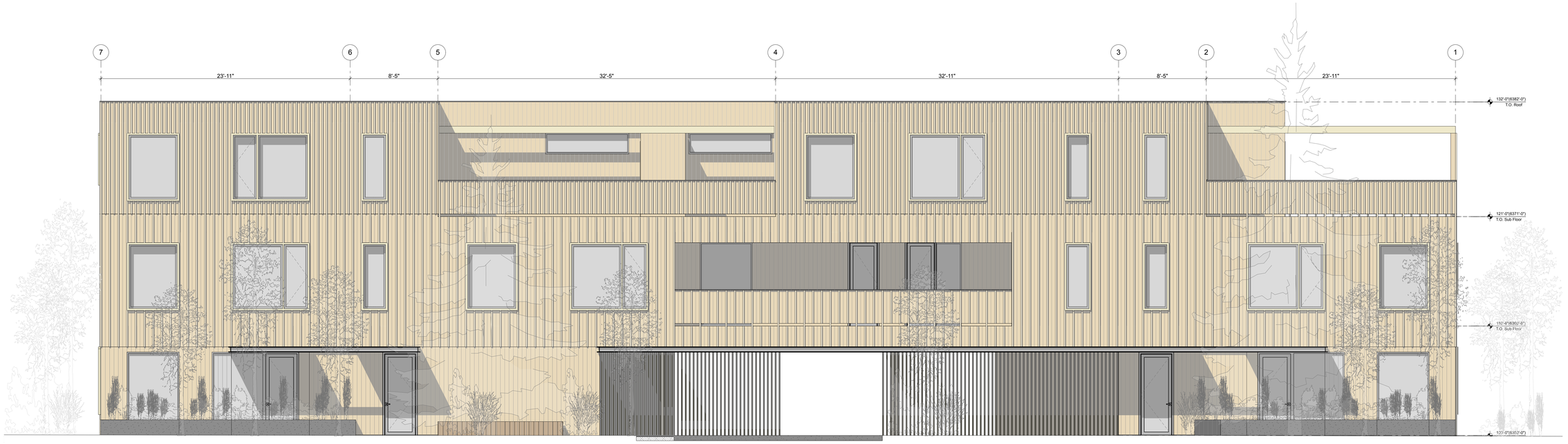
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DRC Review	8.3.20

A206

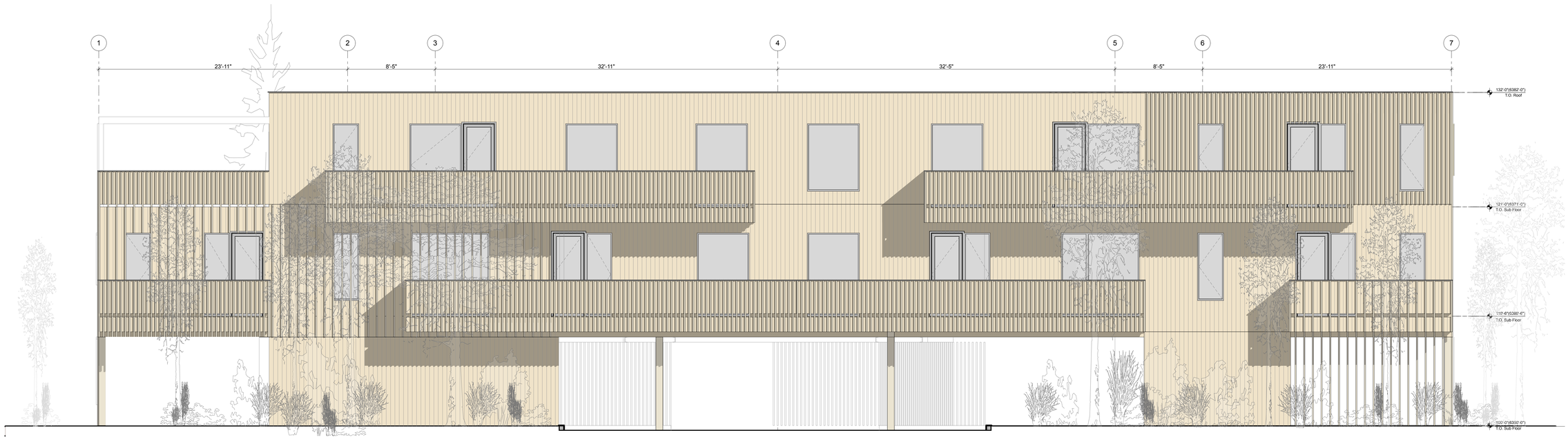
3rd Level Plan -Noted

V3

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01 **NORTH ELEVATION**
SCALE: 1/4" = 1'-0"



01 **EAST ELEVATION**
SCALE: 1/4" = 1'-0"

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Jackson, WY

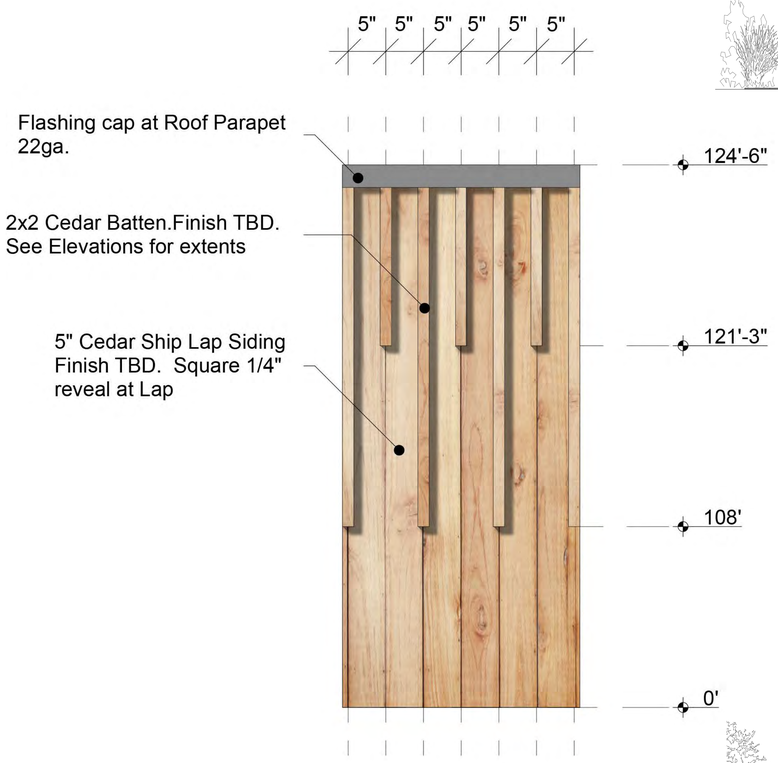
DATE:	8/3/20
PROJECT #:	JH2004
DRAWN:	RW/AB
ISSUE:	
25% DD	7.30.20
DRC Review	8.3.20

A301

Elevations

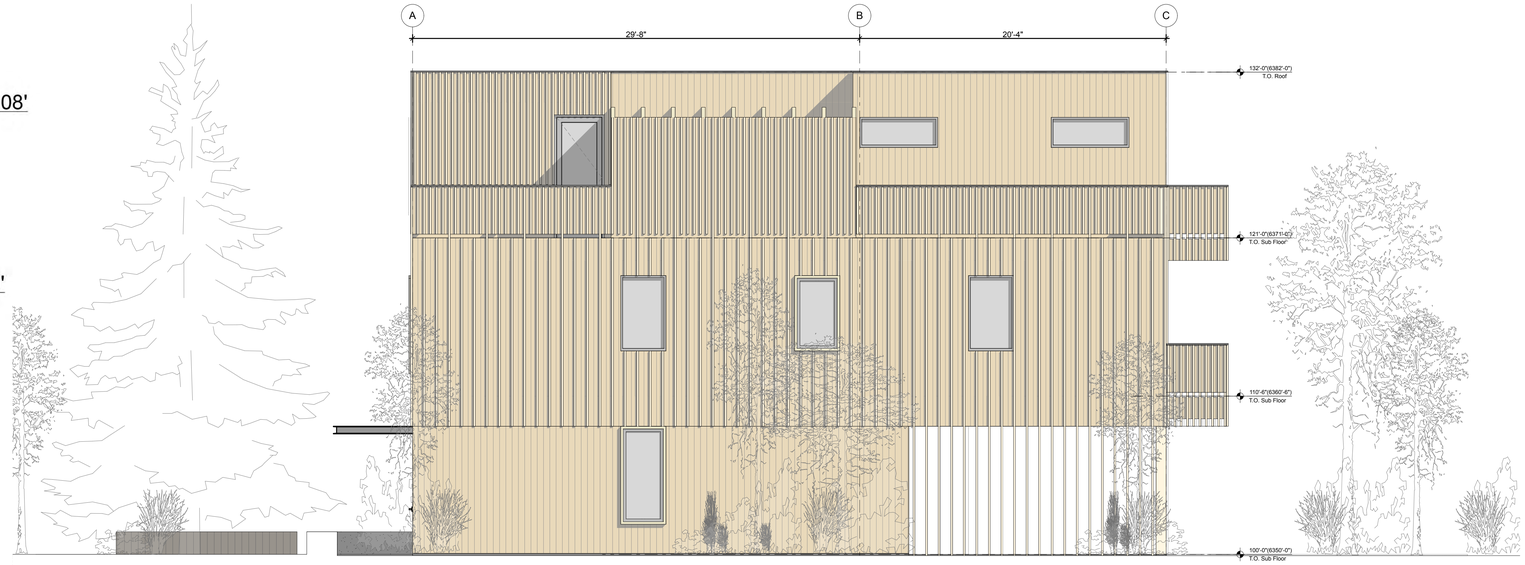
V3

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01 **EAST ELEVATION**
SCALE: 1/4" = 1'-0"



01 **WEST ELEVATION**
SCALE: 1/4" = 1'-0"

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Jackson, WY

DATE:	8/3/20
PROJECT #:	JH2004
DRAWN:	RW/AB

ISSUE:

25% DD	7.30.20
DRC Review	8.3.20

A302

Elevations

V3

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Declaration of Condominium
for
440 West Kelly Condominiums

This DECLARATION OF CONDOMINIUM FOR 440 WEST KELLY CONDOMINIUMS (this "Declaration") is made this ___ day of _____ 2023, by 440 W Kelly Partners LLC, a Wyoming limited liability company (the "Declarant"), pursuant to the Condominium Ownership Act, Wyoming Statute Section 34-20-101 et. seq. (the "Act").

ARTICLE I – CREATION OF THE COMMUNITY

1.1 Purpose and Intent. The Declarant, as the owner of the real property known as 440 West Kelly Condominiums Addition to the Town of Jackson according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof (the "Properties" or "Real Property" or "Project") intends by the recording of this Declaration to create a condominium project and provide for ownership of real property under the Act. This Declaration provides for the overall development, administration, maintenance, and preservation of the Real Property now or hereafter comprising the 440 West Kelly Condominiums Addition to the Town of Jackson as a condominium community. Capitalized terms used herein but not defined shall have the respective meanings set forth in Article II below.

1.2 Type of Ownership. This Declaration and the Plat will provide a means for ownership in fee simple of separate interests in Units together with an undivided fee simple interest in the General Common Elements and Limited Common Elements.

1.3 Binding Effect. The Project shall be owned, conveyed, and used subject to all of the provisions of this Declaration, which shall run with the title to the Properties. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Project, their heirs, successors, successors-in-title, and assigns. This Declaration shall be enforceable in perpetuity by the Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns.

1.4 Governing Documents. The Governing Documents create a general plan of development for the Project that may be supplemented as set forth herein. In the event of a conflict between or among the Governing Documents and any additional covenants or restrictions, the more restrictive provision shall control; provided, however that in the event of a conflict between or among any Governing Document and the Special Restrictions, the Special Restrictions shall take precedence. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Project from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Association may, but shall not be required to, enforce any such covenants, restrictions, or other instruments. All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, tenants, guests, and invitees.

ARTICLE II – DEFINITIONS

The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms used herein but not defined shall have the respective meanings set forth below.

2.1 Association. The 440 West Kelly Owners' Association, a Wyoming nonprofit corporation, and its successors or assigns. The "Articles" shall refer to those Articles of Incorporation of the Association,

as they may be amended from time to time. The "Bylaws" shall refer to those Bylaws adopted by the Association, as they may be amended from time to time.

2.2 Base Assessment. Assessments levied on all Units subject to assessment under Article VIII to fund Common Expenses, as determined in accordance with Section 8.1.

2.3 Board of Directors or Board. The body responsible to the Members for operations of the Association, selected as provided in the Bylaws and generally serving the same role as a board of directors under Wyoming corporate law. The Board of Directors may also be referred to as the "Board."

2.4 Building. The structure constructed on the Real Property pursuant to this Declaration.

2.6 Common Elements. The General Common Elements, Limited Common Elements, Limited Common Elements–Storage, Limited Common Elements–Parking, and Limited Common Elements–Deck in the aggregate, or a portion thereof, as the context requires. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners in the proportions provided in **Exhibit "A"** attached hereto and incorporated herein, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his or her Unit, which right shall be appurtenant to the Unit.

Commented [LS1]: Note to draft: Can adjust if additional LCE.

2.7 Common Expenses. The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Units including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

2.8 Community-Wide Standard. The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard shall be established initially by the Declarant and may be more specifically defined in the Master Rules and Regulations, and in Board resolutions.

2.9 Declarant. 440 W Kelly Partners LLC, a Wyoming limited liability company, and its successors or assigns.

2.10 Governing Documents. A collective term referring to this Declaration and any applicable Supplemental Declaration, the Bylaws, the Articles, the Master Rules and Regulations, and the Special Restrictions, as each of the same may be amended.

2.11 General Common Elements. The entire Project excepting all Units and the Limited Common Elements. Without limiting the generality of the foregoing, the General Common Elements shall include (i) the driveway, parking areas, the land, lobbies, and corridors not designated as LCE; (ii) all appurtenances; (iii) all pipes, ducts, flues, chutes, conduits, wires and other utility installations, including water, sewer and stormwater services from the Town of Jackson's mains, to (but not at) the outlets; and (iv) such component parts of walls, floors, ceilings, columns, roofs and other structures and installations that are outside of the Unit boundaries as delineated or described on the Condominium Plat. General Common Elements may be referred to herein and on the Condominium Plat as "General Common Element" or "GCE."

2.12 Limited Common Elements. Those portions of the Common Elements as described by Wyoming Statute Section 34-20-103 as designated on the Plat or in this Declaration or in any amendment or supplement thereto, for the exclusive use of one or more but fewer than all of the Units. Limited Common Elements may be referred to herein or on the Condominium Plat as "Limited Common Element" or "LCE."

2.14 Limited Common Elements - Deck. Those Limited Common Elements for the exclusive

use of one or more Condominium Unit(s) as a deck as designated by the Declarant herein and/or as designated on the Condominium Plat and/or in one or more separately recorded instruments. Limited Common Elements – Deck may also be referred to herein and on the Condominium Plat as "Limited Common Elements – Deck," "LCE – Deck," "LCE – D" or "Deck Limited Common Elements."

2.15 Limited Common Elements – Parking. Those Limited Common Elements for the exclusive use of one or more Unit(s) as parking as designated by the Declarant herein and/or on the Condominium Plat and/or in one or more separately recorded instruments. Limited Common Elements – Parking may also be referred to herein and on the Condominium Plat as "Limited Common Element – Parking," "LCE – Parking," "LCE – P" or "Parking Limited Common Elements." For purposes of the Plat, and until such time as the right to use the same are transferred and assigned to the Owner of an individual Condominium Unit, such areas shall be designated "LCE-P (To Be Assigned)."

2.17 Limited Common Elements – Storage. Those Limited Common Elements for the exclusive use of one or more Units as storage as designated by the Declarant herein, on the Plat and/or in one or more separately recorded instruments. Limited Common Elements – Storage may also be referred to herein and on the Plat as "Limited Common Element – Storage," "LCE – Storage," "LCE – S" or "Storage Limited Common Elements." For purposes of the Plat, and until such time as the right to use the same are transferred and assigned to the Owner of an individual Condominium Unit, such areas shall be designated "LCE-S (To Be Assigned)."

Commented [LS2]: See previous comment

2.18 Limited Common Expense. A Common Expense that does not benefit all Units, such as those expenses incurred with respect to the Limited Common Elements.

2.19 Master Rules and Regulations. The Master Rules and Regulations are the Rules and Regulations adopted by the Board, if any, pursuant to Section 3.2 hereof.

2.20 Member. A Person subject to membership in the Association pursuant to Section 6.2.

2.21 Mortgage. Any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

2.22 Mortgagee. Any person, or any successor to the interest of such person, named as the mortgagee, trust beneficiary, or creditor under any Mortgage under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

2.23 Occupant. Any person or persons in possession of a Unit, including Unit Owners, lessees, guests, agents, employees, and invitees of such person or persons.

2.24 Owner. Any person or entity, including Declarant, at any time owning a Unit. The term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

2.25 Person. A natural person, a corporation, a partnership, a trustee, or any other legal entity.

2.26 Plat or Final Plat or Condominium Plat. The Final Plat of 440 West Kelly Condominiums Addition to the Town of Jackson according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, consisting of a plat of the Real Property, showing a survey and legal description thereof, the location of the Building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Building showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each

Unit, Unit numbers identifying the Units and the General Common Elements and Limited Common Elements, together with such other information as may be included therein in the discretion of the Declarant.

2.27 **Public Records**. The official records of the County Clerk of Teton County, Wyoming.

2.29 **Special Assessment**. Assessments levied in accordance with Section 8.4.

2.30 **Special Restrictions**. The [finalize title] Special Restrictions for Workforce Ownership Housing located at 440 West Kelly recorded against each Unit.

2.31 **Specific Assessment**. Assessments levied in accordance with Section 8.5.

2.32 **Supplemental Declaration**. An instrument filed in the Public Records Declaration pursuant to Article IX that imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

2.33 **Unit or Condominium Unit**. Those certain individual air spaces as designated and delineated on the Plat. Each Unit shall consist of that part of the Building as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, as shown and numbered on the Condominium Plat. The Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces. All other portions of the walls, floors, or ceilings (including common walls to separate Units) shall be a part of the Common Elements. In addition, each Unit shall include the following: (a) all spaces, nonbearing interior partitions, windows, window frames, exterior doors, door frames and all other fixtures and improvements within the boundaries of the Unit; (b) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating and waste disposal, within the boundaries of the Unit; and (c) all heating, hot water and air conditioning apparatus exclusively serving the Unit. The interior surfaces of a perimeter window or door means such surfaces at the points at which they are located when such windows or doors are closed; the physical perimeter windows and perimeter doors themselves are part of the Common Elements as herein defined.

ARTICLE III – USE AND CONDUCT

3.1 **Framework for Regulation**. The Governing Documents establish, as part of the general plan of development for the Properties, a framework of affirmative and negative covenants, easements and restrictions that govern the Properties. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology that inevitably will affect the Project, its Owners and residents. Toward that end, this Article establishes procedures for modifying and expanding the initial Master Rules and Regulations if any.

3.2 **Rule Making Authority**.

(a) The Board may prepare and adopt the initial Master Rules and Regulations. Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the Master Rules and Regulations. The Board shall send notice by mail to all Owners concerning any such proposed action as least thirty (30) days prior to the Board meeting at which time such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective after compliance with Section 3.2(c) below unless disapproved at a meeting of the Members by more than fifty percent (50%) of the total votes entitled to vote on the matter. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of the Members as required for special meetings in the Bylaws. Upon such petition of the Members prior to the effective date of any Board action under this Section 3.2(a), the proposed action shall not become effective until after such meeting is held, and then is subject to the outcome of such meeting.

(b) Alternatively, the Members, at an Association meeting duly called for such purpose, may adopt rules which modify, cancel, limit, create exceptions to, or expand the Master Rules and Regulations by a vote of more than fifty percent (50%) of the total votes entitled to vote on the matter pursuant to the Bylaws of the Association.

(c) At least thirty (30) days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Master Rules and Regulations to each Owner specifying the effective date. The Association shall provide, at no additional charge, a copy of the Master Rules and Regulations then in effect to any requesting Member or Mortgagee.

3.3 Owners' Acknowledgment and Notice to Purchaser. All Owners are given notice that use of their Unit is limited by the Master Rules and Regulations as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Unit, acknowledges and agrees that the use and enjoyment and marketability of his or her Unit can be affected by this Declaration and the other Governing Documents and that the Master Rules and Regulations may change from time to time. All purchasers are on notice that changes may have been adopted by the Association that are not recorded in the Public Records. Copies of the current Master Rules and Regulations or any other Governing Documents may be obtained from the Association, or if no Association has yet been formed, from the Declarant.

3.4 Signs. No signs whatsoever, including, but without limitation, commercial, political, and similar signs, visible from neighboring Units, shall be erected or maintained upon any portion of the Building (including decks), except:

(a) Standardized unit number signs to be installed by Declarant outside the entrance of each Unit and additional identification panel(s) may be installed by the Association on the first floor of the Building in a location to be determined by the Board.
(b) During the time of construction of any improvement, job identification signs having a maximum face area of six (6) square feet per sign and of a type usually employed by contractors, subcontractors, and tradesmen.
(c) Those signs protected by law as set forth in Section 3.5.
(d) Those signs permitted by the reserved right of Declarant and its agents pursuant to Section 9.4.

The Board or its designee shall have the right to enter a Unit or the Properties and remove any sign in violation of this Article III and such action shall not be deemed a trespass. The Board shall not be responsible for any damage done to a Unit, the Building, or the sign in removing the non-conforming sign, and all costs of removing and caring for the non-conforming sign as incurred by the Board shall be assessed against the applicable Unit owner.

3.5 **Protection of Owners and Others**. No rule shall be adopted in violation of the following provisions, except as may be specifically set forth in this Declaration (either initially or by amendment) or in the initial Master Rules and Regulations.

(a) **Equal Treatment**. Similarly situated Owners shall be treated similarly by the Board and the Association; however, the Master Rules and Regulations may differ between floors and unit types.

(b) **Displays**. The rights of Owners to display religious and holiday signs, symbols, and decorations inside their Units shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions with respect to displays visible from outside a Unit. Such restrictions may be contained in the Master Rules and Regulations. No rules shall regulate the content of political signs. In addition to the foregoing, no Owner will display, hang or otherwise exhibit any banners, flags, placards, pictures or similar ornamentation of any kind in the windows of its Unit so as to be visible from the exterior of the Project.

(c) **Household Composition**. No rule shall interfere with the freedom of Owners to determine the composition of their households, provided, however, that that the occupancy of each Unit shall be in accordance with the Town of Jackson Land Development Regulations and the Special Restrictions.

(d) **Activities Within Dwellings**. No rule shall interfere with the activities carried on within the confines of dwellings. Notwithstanding the foregoing, the Association may restrict or prohibit any activities in Units that create monetary costs for the Association or other Owners, that create a danger to the health or safety of Occupants of other Units, as applicable, that generate excessive noise or traffic, that create unsightly conditions visible outside a Unit, or that create an unreasonable source of annoyance as reasonably determined by the Board.

(e) **Insurance Rates**. Nothing shall be done or kept on the Properties that would increase the rate of insurance or cause the cancellation of insurance for any Unit or the Common Elements without prior written approval of the Board.

(f) **Allocation of Burdens and Benefits**. No rule shall alter the allocation of financial burdens among the various Units, as applicable, to the detriment of any Owner over that Owner's objection expressed in writing to the Association. This provision does not affect the right to increase the amount of assessments as provided by Article VIII.

(g) **Abridging Existing Rights**. If any rule would otherwise require an Owner to dispose of personal property that they maintained in or on a Unit prior to the effective date of such rule, or to vacate a Unit in which they resided prior to the effective date of such rule, and such property was maintained or such occupancy was in compliance with this Declaration and all rules previously in force, such rule shall not apply to any such Owner without their written consent.

(h) **Rights to Develop**. No rule or action by the Association or Board shall impede the Declarant's right to develop the Properties or any property annexed into the regime of the Properties as provided for herein.

(i) **Unsightliness**. The Limited Common Elements, including Parking Spaces, Storage Spaces, hallways, stairs, decking, walkways, and patios, shall be kept in a neat and orderly fashion at all times. No exterior area may be used for the storage of recreational equipment, trash containers or similar items without the prior written approval of the Association.

The limitations in subsections (a) through (i) of this Section 3.5 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article XIII.

3.6 Domestic Animals. Subject to the provisions of this Section, Household Pets are permitted in the Units in accordance with the Governing Documents. The term Household Pet(s) means generally recognized domestic animals such as dogs, cats, fish, and birds. Household Pets may not be kept for any commercial purpose, may not be kept in unreasonable numbers, and may not cause an unreasonable amount of noise, odor, waste or do not otherwise become a nuisance to other Owners. All Owners or Occupants with Household Pets shall keep the animals restrained within the Common Elements in accordance with all applicable leash laws, and clean up after their Household Pet. The Association may require an Owner, at its own expense, to remove a pet determined by the Association to be a noisy animal or a nuisance pet, the Association may assess a penalty of $500.00 per animal, per violation. On the third violation, in addition to the foregoing penalties, the noisy animal or nuisance shall be removed from the Properties and the Association has the right, in its sole discretion, to terminate the right of an Owner to keep Household Pets on the Properties.

No owner or keeper of any animal who is visiting or working on the Properties shall be permitted to allow such animals to run free or be leashed to any outdoor fixed object. The Owner of a Unit where a Household Pet is kept, as well as the legal owner of such pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of driveways, walkways or Common Elements affected by such Household Pet. All animals not considered to be a domestic Household Pet, including, but not limited to pigs, poultry, fowl, wild animals, cattle, sheep and goats, are prohibited from being maintained or cared for on the Properties or in a Unit thereof.

3.7 Vehicle Parking, Storage, Operation and Repair; Storage Units.

(a) All parking and storage on any portion of the Plat is subject to the provisions of the applicable Governing Documents, and no party subject to this Declaration shall cause, or permit any party acting by or through such party to cause, any violation of the Governing Documents' provisions as to parking.

(b) The parking spaces ("Parking Spaces") and storage units ("Storage Units") are reserved by the Declarant until such time as the individual Parking Spaces and/or Storage Units shall be assigned by the Declarant. The Declarant may assign Parking Spaces and Storage Units in a deed for a given Unit, and Declarant may, but shall not be required to, record a Supplemental Declaration setting forth the assignment of Parking Spaces and Storage Units. Upon such assignment, such Parking Space and/or Storage Unit shall become LCE associated with, and available for the exclusive use of the Owner of said Unit, and such Parking Space and/or Storage Unit shall be appurtenant to that Owner's Unit. After assignment of Parking Spaces and/or Storage Units by the Declarant, the Board may establish rules concerning the use of the Parking Spaces and/or Storage Units. The Board shall not have any control over the use or disposition of those Parking Spaces and/or Storage Units not assigned to an Owner by the Declarant, unless such right has been assigned by the Declarant to the Association. The Board shall also have full power and authority to regulate the Parking Spaces and/or Storage Units on the Property.

(c) No boats, trailers, buses, motor homes, campers (on or off road supporting vehicles), snowmobiles, go carts, recreational vehicles, golf carts, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (collectively, the "Prohibited Vehicles") shall be parked or stored in or upon the LCE - Parking, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on any LCE - Parking.

Notwithstanding the foregoing, Prohibited Vehicles may be temporarily parked on LCE - Parking for loading, delivery or emergency purposes, but only for the time required to accomplish such purpose, and as necessary for the construction or maintenance of the Properties upon compliance with the Master Rules and Regulations. An "abandoned or inoperable vehicle" shall mean any motorized vehicle that does not display a current valid motor vehicle license and registration tag or that does not have an operable propulsion system within the vehicle.

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

3.8 **Nuisance**. No noxious or offensive activity shall be carried on upon the Properties or any Unit within the Properties, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners or occupants in their enjoyment of their Unit, or in their enjoyment of the Common Elements. Without limiting the foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Properties and improvements located thereon, shall be placed or used upon any Unit. Subject to any alternative provisions set forth in the Rules and Regulations, smoking at any time is prohibited in any area of the Project, both within Units and within Common Elements, whether General Common Elements or Limited Common Elements, and whether enclosed or outdoors. This policy applies to all Owners, tenants, guests, employees, and servicepersons. The term "smoking" means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, or other tobacco product in any manner or in any form.

3.9 **Hunting; Fireworks**. No hunting or discharge of firearms shall be permitted on any portion of the Properties. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Properties; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

3.10 **Garage and Basement Access**. Subject to the reservation of Declarant set forth in Section 9.2, only the Owners of those Units assigned and allocated LCE-Parking and LCE-Storage (and their tenants and invitees) shall be permitted to enter the garage and basement areas where such parking and storage is located. The Owners of such Units (and their tenants and invitees) shall use the LCE-Parking and LCE-Storage assigned and allocated to each Unit in accordance with the provisions of this Declaration and the Master Rules and Regulations.

3.11 **Storage of Firewood; Exterior Fires**. The cutting and storage of firewood and flammable materials by an Owner is prohibited on the Property. Exterior fires are prohibited on the Property, except for gas barbeque fires contained within gas barbeque receptacles but only to the extent that such gas fires are not prohibited by any insurance policy maintained by the Association for the Property. In no event may charcoal grills, outdoor chimneys (or chimineas) or fire pits be permitted on the Properties. The burning of trash, organic matter or miscellaneous debris shall be prohibited on the Property.

3.12 **Restrictions Regarding Exteriors**. No changes, modifications, or improvements may be made to the exterior of any Unit without the approval of the Board. The following items are prohibited from being attached, stored or erected in any manner by an Owner on the LCE-Deck: window boxes, hammocks, bird feeders, plastic flower/plant containers, umbrellas, sunshades, bicycles or any other recreational device

(including kayaks, ski equipment or playground equipment), trash containers, decorative flags, prayer flags, screens, outside clothing lines or other outside clothes drying or airing facilities, string lighting, children's toys or equipment, hot tubs or any similar items. For each violation of this Section, the Association may assess a penalty of $200.00 per violation in addition to the other remedies set forth in this Declaration.

3.13 **Satellite Dishes**. No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit, on the exterior of the Building and/or within the LCE-Deck. Declarant or the Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Building.

ARTICLE IV - IMPROVEMENTS; RESTRICTIONS ON USE; MAINTENANCE AND REPAIR BY OWNERS

4.1 **General**.

(a) **No Modification**. The Owner of a Unit shall not make any improvements or modifications to such Unit unless in accordance with the Special Restrictions applicable to such Unit.

4.2 **Enforcement**. Any structure, improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant or the Board, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming Work. Should an Owner fail to remove and restore as required, the Declarant, the Association or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the benefited Unit and collected as a Specific Assessment. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article may be excluded from the Properties, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Declarant, nor the Association its officers, or directors shall be held liable to any Person for exercising the rights granted by this Section. In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article.

4.3 **Development and Use Restrictions**. All development of the Properties shall conform to the following requirements:

(a) **Town Land Use Regulations**. Conformity with any and all applicable land use regulations of the Town of Jackson, Wyoming shall be required, in addition to the requirements of this Declaration.

(b) **Authorized Use for Units**. Residential use shall be permitted in Units, together with the keeping of Household Pets subject to the limitations set forth in this Declaration.

4.4 **Maintenance by Owners**. Each Owner shall maintain, repair, and replace, at such Owner's expense, all portions of the Owner's Unit, including internal installations such as appliances, heating, plumbing, electrical and air conditions fixture, and any other utility service facilities located within a Unit. Each Owner shall remove all snow, leaves and debris from the decking appurtenant to such Owner's Unit, in each instance without material adverse impact on any other Owner's use or enjoyment of its Unit or any Common Element. Notwithstanding anything herein to the contrary, the responsibility to maintain the staining and/or painting of the decking shall be the responsibility and expense of the Association. If any Owner fails to maintain, repair and/or replace the items that it is obligated to maintain, repair, and replace,

the Declarant and/or the Association shall be authorized, after providing fifteen (15) days' notice to the Owner, to enter upon the Unit to cure such failure and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

ARTICLE V – CONDOMINIUM DECLARATION

5.1 Estates of an Owner. The Project is hereby divided into Condominium Units, each consisting of a separate interest in a Condominium Unit and an undivided interest in common in the Common Elements in accordance with the Final Plat which sets forth the Common Elements appurtenant to each Condominium Unit. The percentage of ownership interest in the Common Elements which is to be allocated to each Unit for purposes of voting, taxes, assessments, and other charges under Wyoming statute § 34-20-104(a) and for purposes of liability shall be the same as set forth on **Exhibit "A."** Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units. The legal description of each Unit shall be as provided in Article V herein and as shown on the Condominium Plat.

5.2 Title. Title to a Condominium Unit may be held or owned by an entity and in any manner in which title to any other real property may be held or owned in the State of Wyoming.

5.3 Inseparability. No part of a Condominium Unit or of the legal rights comprising ownership of a Condominium Unit may be separated from any other part thereof during the period of Condominium Unit ownership prescribed herein, so that each Condominium Unit and the undivided interest in the Common Elements shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium Unit shall be presumed to be a gift, devise, request, transfer, encumbrance, or conveyance, respectively, of the entire Condominium Unit, together with all appurtenant rights created by law or by this Declaration.

5.4 Partition Not Permitted. The Common Elements shall be owned in common by all owners of Units and no Owner may bring any action for partition thereof.

5.5 Owner's Right to General Common Elements and Limited Common Elements. Subject to the limitations contained in this Declaration, each Owner shall have the nonexclusive right to use and enjoy the General Common Elements shown on the Final Plat and defined herein. Each Owner shall have the exclusive right to use and enjoy the Limited Common Elements designated to such Owner on the Final Plat.

5.6 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium Unit. If any taxes or special district or other assessments may, in the opinion of the Association, become a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefore. Each Owner shall pay the taxes or assessments assessed against her/his Condominium Unit, or interest therein, or his/her interest in the Common Elements or any part of any or all of the foregoing. Each Owner shall pay all taxes, rates, impositions, and assessments levied against the Project or any part of the Common Elements in proportion to her/his interest in the Common Elements, such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment shall bear interest at eighteen percent (18%) per annum from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Sections 8.8 and 8.9 hereof, to the extent permitted by applicable law. Notwithstanding the foregoing, taxes, assessments, or other charges

attributable to the Common Elements shall be apportioned among the Owners of Condominium Units as provided in Article VIII hereof.

5.7 **Declarant's Right Incident To Construction**. Declarant, and persons it shall select, shall have the right to ingress and egress over, upon, and across the Common Elements, the right to store materials thereon and to make such other use thereof as may be reasonably necessary incident to complete development of the Project.

5.8 **Legal Description**. Every contract for the sale of a Condominium Unit and every other instrument affecting title to a Condominium Unit may describe that Condominium Unit by the number shown on the Final Plat and this Declaration as each appears on the records in the Office of the Teton County Clerk, in the following fashion:

Unit [X] as shown on the Final Plat of 440 West Kelly Condominiums Addition to the Town of Jackson appearing in the Records in the Office of the Teton County Clerk as Plat No. [X] as defined and described in Declaration of Condominium for 440 West Kelly Condominiums recorded in the Records in the Office of the Teton County Clerk, in Book [X] of Photo at Pages [X] to [X], and all amendments or supplements thereto.

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

ARTICLE VI – THE ASSOCIATION AND ITS MEMBERS

6.1 **Function of Association**. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Elements. The Association also shall be the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Wyoming.

6.2 **Membership**. Every Owner of a Unit, by virtue of their purchase of a Unit or the acceptance of a deed therefore, shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(a), and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner that is not a natural person may be exercised by any officer, director, partner, or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association except where such privileges may be restricted by the Master Rules and Regulations.

6.3 **Voting**. The Association shall have one class of membership. The total number of votes that may be cast by all members of the Association shall be set as provided for in the Bylaws, and each Owner shall be entitled to vote in the percentages shown on **Exhibit "A"** in the column Ownership Percentage of Common Elements attached hereto. All votes shall be cast as follows:

(a) **Exercise of Voting Rights**. The vote for each Unit owned by a Member shall be exercised by the Owner of the Unit. In any situation where there is more than one Owner of such Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it in a conflicting manner.

(b) **Commencement of Voting Rights**. Voting rights as to each Unit shall vest upon the commencement of assessment obligations for such Unit.

6.4 Association Board of Directors. The Association shall have not less than three (3) nor more than seven (7) directors. Notwithstanding any other provision set forth herein or in any of the Governing Documents, the initial Board and all replacements shall be appointed by the Declarant for three (3) year terms until the expiration of the Declarant rights as provided in Article IX. Each director appointed by the Declarant shall serve (irrespective of the expiration of a term) until the earlier of the appointment of his or her successor by Declarant, or his or her death, resignation, or removal. Following the expiration of the Declarant's rights, the Directors shall be elected and shall serve as provided in the Bylaws.

ARTICLE VII – ASSOCIATION POWERS AND RESPONSIBILITIES

7.1 Acceptance and Control of Association Property.

(a) The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property.

(b) The Declarant and its designees may convey real or personal property to the Association and the Association shall accept such property.

7.2 Maintenance by Association.

(a) The Association shall maintain, repair, and replace all utility services or other types of elements and easements that are utilized in common, such as, but not limited to, sewer or water lines, up to the connection point at the boundary of each Unit.

(b) The Association shall maintain, in accordance with the Governing Documents, the General Common Elements as designated on the Final Plat, including but not limited to, the maintenance, repair and replacement of all heat pumps utilized by more than one Unit, siding, roofing, stairwells, driveways, foyers, trees and sidewalks.

(c) The Association shall maintain and repair all LCE-Parking.

(d) The Association shall maintain and repair all foyers, hallways, lobby, and stairwells within the Limited Common Elements.

(e) The Association shall maintain and repair all LCE – Storage.

Any expense associated with the maintenance, repair and replacement of those items that the Association is obligated to maintain, repair and replace within the General Common Elements shall be a Common Expense; provided, if the Board reasonably determines that the expenses associated with the maintenance, repair or replacement is necessitated by the act, negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such maintenance, repair or replacement against such Owner(s) and their Units as a Specific Assessment.

Any expense associated with the maintenance, repair, and replacement of items within the Limited Common Elements shall be assessed as a Specific Assessment against the Units to which the Limited Common Element is assigned. If the Limited Common Element is jointly assigned to more than one Unit,

such expense shall be prorated among such Units based on the applicable ownership percentage provided in **Exhibit "A"**.

7.3 Insurance.

(a) **Required Association Coverage**. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for the Common Elements as defined herein and the equipment, supplies and other personal property of the Association. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the Common Elements under current building ordinance and codes. The Association is not responsible for insuring the Units.

(ii) Commercial general liability insurance to insure the Common Elements, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars ($1,000,000.00) per occurrence with respect to bodily injury and personal injury and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall have the option to obtain such additional coverages or limits. If the policy does not contain "severability of interest" in its terms, the Association shall acquire an endorsement to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of other Unit Owners;

(iii) Such additional insurance as the Board, in its best business judgment, determines advisable; and

(iv) In addition to the foregoing insurance policies and other additional policies required by the Board in its best business judgment as set forth in Section 7.3(a)(i)-(iii), above, the Association shall obtain Directors and Officers insurance covering the Board of Directors and its individual members and creating liability protection for economic loss resulting from business-related negligence, errors or wrongdoing on the part of the Board of Directors and its individual members, excepting from such coverage fraudulent or criminal conduct on the part of the Board. Such Directors and Officers insurance policy shall protect individual directors and officers from losses not indemnified by the Association pursuant to this Declaration or other Governing Instruments, and shall cause the insured Board of Directors and individual members thereof to be insured, indemnified and defended against any claims, liabilities or amounts that the Board of Directors may be obligated to pay or answer for claims made against the Board or its individual members.

Premiums for all insurance on the Common Elements shall be assessed by the Board as a Common Expense and shall be written in the name of, and the proceeds thereof shall be payable to, the Association, as the Trustee for the Unit Owners. Premiums for all of the foregoing insurance carried by the Association are a Common Expense included in the assessments made by the Association, the cost of which shall be shared among the Unit Owners according to those percentages set forth on **Exhibit "A"**. The insurance proceeds shall be used by the Board for repair or replacement of the Common Elements for which the insurance was carried or otherwise disposed of as hereinafter provided.

(b) **Association Policy Requirements**. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with procedures adopted by the Board, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Unit as a Specific Assessment.

All insurance coverage obtained by the Board shall:

(i) Be written with a company authorized to do business in the State of Wyoming;

(ii) Be written in the name of the Association as trustee for the benefited parties, including the Declarant.

(iii) Not be brought into contribution with insurance purchased by Owners, Occupants, or their Mortgagees individually;

(iv) Contain an inflation guard as set by the Board;

(v) Include an agreed amount endorsement if the policy contains a co-insurance clause;

(vi) Waive the right of any Unit Owner or the Association to subrogate against another Unit Owner or the Association;

(vii) Provide that any cancellation, invalidation, suspension or non-renewal must be in compliance with Wyoming State Law; provide that recovery under the Policy related to an act or omission of one or more individual Owners must be in compliance with Wyoming State Law;

(viii) Provide that the policy will be primary, even if an Owner has other insurance that covers the same loss.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(i) Any insurance maintained by the Association shall contain "waiver of subrogation" as to the Association and its officers, Directors and Members, the Owners, and Occupants of the Condominiums (including Declarant) and Mortgagees, and, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. All individually owned insurance shall contain a waiver of subrogation as to the Association and its officers, directors and Members, the Owners and Occupants of the Condominiums and Mortgagees, and all Members are deemed to have waived subrogation rights as to the Association and/or other Members, whether or not their policies so provide.

(ii) A provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any related to the loss.

(c) **Restoring Damaged Improvements**. In the event of damage to or destruction of property that the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Property shall be repaired or reconstructed unless the Board, using reasonable judgment and in reliance upon professional estimates and advice, determines either that i) such full repair and/or restoration is physically impossible; or ii) available insurance proceeds are less than eighty percent (80%) of the cost of such repair and/or restoration, and at least seventy-five percent (75%) of the Owners of damaged or destroyed Units decide, within sixty (60) days after the determinations set forth in i) and ii) above have been made, not to repair or reconstruct. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the insured improvements shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, then the insurance proceeds shall be paid to the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) as their interests are determined based upon the square footage size of each Unit and the insurance proceeds available. All mortgages, liens and other charges against the Units shall be paid out of the insurance proceeds before any proceeds are released to an Owner(s). In no event shall an Owner of a Unit receive proceeds in excess of the "Transfer Price" determined pursuant to the Special Restrictions.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members or the Owners of Units, as appropriate, and placed in a capital improvements account.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3(a).

(d) **Unit Owner's Insurance Obligations**. Each Owner shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Property Insurance. Each Unit Owner shall be responsible for obtaining insurance at Owner's expense covering "risk of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for the Owner's Unit including all structures from the studs in as bounded by the interior surfaces of the perimeter walls, floors, ceilings, interior window panes and interior frames, interior doors and interior door frames, and trim including: (a) all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces; (b) all interior partitions, interior doors, interior surfaces of door frames and all other fixtures and improvements within the boundaries of the Unit; (c) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating and waste disposal, within the boundaries of the Unit, and (d) all heating, hot water and air conditioning apparatus exclusively serving the Unit. Each insurance policy obtained by a Unit Owner shall have policy limits

sufficient to cover the full replacement costs of the Unit as described herein under current building ordinance and codes and the replacement will be consistent with like-kind and quality materials.

(ii) Personal Liability Insurance. Each Unit Owner shall obtain, at Owners' expense, Personal Liability Insurance to insure Unit Owners for damage or injury caused by the negligence of the Owner or any of its guests.

(iii) All individually owned insurance shall contain a waiver of subrogation as to the Association and its officers, directors and Members, the Owners and Occupants of the Project and Mortgagees, and all Members are deemed to have waived subrogation rights as to the Association and/or other Members, whether or not their policies so provide.

7.4 Compliance and Enforcement.

(a) Every Owner and Occupant of a Unit shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include, without limitation:

(i) Imposing reasonable monetary fines (which shall not, except in the case of nonpayment of assessments, constitute a lien upon the violator's Unit). In the event that any Occupant, guest or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board. The fine, in either circumstance, shall be a Specific Assessment against the Owner;

(ii) Suspending an Owner's right to vote;

(iii) Suspending any Person's right to use any Common Elements; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(iv) Suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(v) Exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) Requiring an Owner, at its own expense, to remove any structure or improvements in violation of Article III and/or Article IV and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass. Any costs incurred by the Board in bringing a non-conforming Unit into compliance shall be assessed to such Owner as a Specific Assessment;

(vii) Without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article III and/or Article IV from continuing or performing any further activities in the Properties; and

(viii) Levying Specific Assessments to cover costs incurred by the Association, including reasonable attorneys' fees incurred, to bring a Unit into compliance with Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the Bylaws:

(i) Exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and

(ii) Bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

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

(b) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction, or rule.

All remedies set forth in the Governing Document shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

The Association may enforce applicable city and county ordinances, if applicable, and permit the Town of Jackson, Wyoming to enforce ordinances within the Properties for the benefit of the Association and its Members.

7.5 **Implied Rights; Board Authority**. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to

effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

7.6 Indemnification of Officers, Directors and Others. The Association shall indemnify every current and former officer, director, and committee member against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement or any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under Wyoming law and the Bylaws.

7.7 Maintenance of Association Standing. The Association shall be obligated to maintain itself in good standing with the Wyoming Secretary of State and any other governmental entities having jurisdiction over the activities or existence of the Association.

ARTICLE VIII – ASSOCIATION FINANCES

8.1 Budgeting and Allocating Common Expenses; Base Assessments. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.3. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount to be generated through the levy of Base Assessments, Special Assessments and Specific Assessments against each.

The Association is hereby authorized to levy Base Assessments against all Units subject to assessment under Section 8.7 to fund the Common Expenses. The liability for Common Expenses described herein shall be allocated to each Unit in accordance with those percentages set forth on **Exhibit "A"** for each Unit.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner not less than thirty (30) days prior to the effective date of such budget. Such budget and assessment shall automatically become effective, unless the limitation on increases of assessments provided for in Section 8.6 applies.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the limitations on increases of assessments provided for in Section 8.6.

8.2 Budgeting for Reserves. The Board shall prepare and review at least annually a reserve budget for the Common Elements and other assets of the Association. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1

a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect to both amount and timing by annual contributions over the budget period.

8.3 **Special Assessments**. In addition to other authorized assessments, the Association may, subject to the limitations of Section 8.6, levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied: (i) against the entire membership if such Special Assessment is for Common Expenses; or (ii) against an individual Unit if such Special Assessment is for an unbudgeted expense relating to less than all of the Units. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice of the Special Assessment by first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

8.4 **Specific Assessments**. The Association shall have the power to levy Specific Assessments against a particular Unit or a limited number of Units as follows, which may be levied in advance:

(a) To cover the cost of providing services to a specific Unit or Units including the cost of services allocated exclusively to Limited Common Elements; and

(b) To cover costs incurred in bringing a nonconforming Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or Occupants of a nonconforming Unit, their agents, contractors, employees, licensees, invitees, or guests (including payment of insurance deductibles on policies held by the Association); provided, the Board shall give the nonconforming Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this Section.

8.5 **Limitation on Increases of Special Assessments**. Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or to reimburse the Association for actual costs for insurance required by Section 7.3 of this Declaration, the Board may not impose a Special Assessment that in the aggregate exceeds ten percent (10%) of the budgeted Common Expenses for the current fiscal year, without a majority vote of a quorum of the Members who are subject to the applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all of the Members of the Association.

For purposes of this Section, "quorum" means more than fifty percent (50%) of the total voting power of the Association subject to the applicable assessment. For purposes of this Section, the term "Base Assessment" shall be deemed to include the amount assessed against each Unit for the year immediately preceding the year for which the assessment is to be increased.

An emergency situation justifying a Special Assessment may be, but shall not be limited to, any one of the following:

(a) An extraordinary expense required by an order of a court;

(b) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible where a threat to personal safety on the Properties is discovered; or

(c) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which expense could not have been reasonably foreseen

by the Board in preparing and distributing the budget as provided for in Section 8.1. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment.

8.6 Authority to Assess Owners; Date of Commencement of Assessments; Time of Payment. The Declarant hereby establishes that the Association is authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. Subject to Sections 8.1 and 8.8, the obligation to pay the assessments provided for herein shall commence as to all Units on the first day of the month following the first conveyance of a Unit to an Owner not affiliated with the Declarant. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Unit. Any assessments collected but not spent prior to the Association incurring expenses shall be placed into the Association's reserve account for maintenance, repair and replacement of the Common Elements and any other common amenities.

Assessments shall be paid monthly or in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If any Owner is delinquent in paying any assessments or other charges levied on his or her Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.7 Personal Obligation.

(a) Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent (18%) per annum or such other rate as the Board may establish, subject to the limitations of Wyoming law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and, to the extent permitted by law, a lien upon each Unit until paid in full. Upon a transfer of title to a Unit, the grantee shall not be personally liable for any assessments and other charges due at the time of conveyance unless expressly assumed by him/her, but such transferred Unit shall remain subject to any liens imposed upon it pursuant to Section 8.9 herein.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself or herself from liability for assessments by non-use of the Common Elements, by abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

8.8 **Lien for Assessments**. Each Owner, by his or her acceptance of a deed to a Unit, hereby vests in the Association and its agents the right and power to bring all appropriate actions against such Owner personally for the collection as a debt of any unpaid and delinquent billings for Base Assessments, Special Assessments, Specific Assessments, interest, late fees, enforcement costs and other charges owing by such Owner in accordance with the terms hereof. Additionally, in order to secure payment of any billings for Base Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs (including reasonable attorney fees) and other charges due hereunder, Declarant hereby retains, and each Owner by his or her acceptance of a deed to a Unit, hereby grants, to the extent permitted by law, the Association and its agents a lien for such Base Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs and other charges for which such Owner is responsible under the terms hereof. The Board, acting on behalf of the Association, is authorized to record a notice of any unpaid amounts secured by such lien (if permitted by law) in the Public Records, which shall include a description of the applicable Unit and the name of the Owner thereof and the basis for the amount of the lien. Said lien shall be enforceable, to the extent permitted by law, by the Association or its agents through all appropriate methods available under applicable Wyoming law for the enforcement of such liens, including without limitation, non-judicial foreclosure, and the Declarant and each such Owner hereby expressly grant to the Association a power of sale in connection with said lien, to the extent such lien is valid and permitted by law. The Association may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing and signed by the President or a Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Public Records. The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

To the extent the lien is valid and enforceable, the sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. Notwithstanding the foregoing, any first Mortgagee that obtains title to a Unit after the sale or transfer of any Unit pursuant to foreclosure (or deed in lieu of foreclosure) shall not be subject to any lien amounts that represent more than six (6) months of unpaid charges relating to the Unit (including assessments and costs related to the collection of the unpaid dues) in question that arose prior to such sale or transfer. Any unpaid assessments associated with the foregoing (those lien amounts that represent more than six (6) months of unpaid charges) shall be deemed to be Common Expenses collectible from Owners of all Units and the lien shall be extinguished with respect to such lien amounts that represent more than six (6) months of unpaid charges.

Notwithstanding the foregoing, after any such foreclosure or deed in lieu of foreclosure, such Unit shall remain subject to this Declaration and the new Owner of such Unit shall thereafter be personally liable for all charges of the type described above which relate to such Unit which become due after such new Owner acquires title to said Unit by foreclosure or by acceptance of a deed in lieu of foreclosure. Except as otherwise provided above as to holders of first Mortgages that obtain title to a Unit after the sale or transfer of any Unit pursuant to foreclosure (or deed in lieu of foreclosure) or by applicable law, no sale or transfer of any Unit shall: (a) relieve any Owner thereof from personal liability for any of such unpaid charges attributable to the applicable Unit which become due prior to the date of such sale or transfer; or (b) satisfy or extinguish the above-described lien in respect of such unpaid charges.

ARTICLE IX – ADDITIONAL RIGHTS RESERVED TO DECLARANT

9.1 **Expansion by the Declarant**. Until the Declarant has sold 100% of the Properties subject to this Declaration, the Declarant may annex additional properties into the regime of this Declaration provided such property is contiguous to the Properties. Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

9.2 **Additional Covenants and Easements**. The Declarant may subject any portion of the Property to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through the various Assessments as provided for herein. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration.

9.3 **Effect of Filing Supplemental Declarations**. Any Supplemental Declaration filed pursuant to this Article shall be effective upon recording in the Public Records unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

9.4 **Marketing**. Declarant reserves the right for itself and its agents to install and maintain flags, banners and/or signage within the Properties and to conduct sales activities within the Properties (including, but not limited to, conducting open houses for brokers and prospective purchasers within model Units and performing other forms of advertising) for purposes of marketing and advertising the Properties and its agents.

9.5 **Budget Considerations**. As additional properties are annexed to the Properties pursuant to this Article IX, the budget of the Association may be affected, as well as assessment obligations of the Owners as a result thereof.

9.6 **Right to Assign Limited Common Elements – Parking and Limited Common Elements - Storage**. Declarant hereby reserves the right to assign LCE-Parking and LCE- Storage to specific Units by filing Supplemental Declarations in the Public Records.

9.7 **Right to Approve Additional Covenants**. So long as Declarant owns any property subject to this Declaration, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

9.8 **Right to Approve Changes in Community Standards**. No amendment to or modification of any Master Rules and Regulations shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns property subject to this Declaration.

9.9 **Right to Appoint Members of Board**. The Declarant hereby reserves the right to appoint and/or remove all members of the Board of Directors of the Association and any and all members of any

committees created by the Board. Following the expiration of the Declarant's rights, the Directors shall be elected and shall serve as provided in the Bylaws.

9.10 Right to Delay Commencement of Association, Meetings or Assessments. The Declarant hereby reserves the right to delay the filing of the Articles for the Association, creation of Bylaws and Master Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as required hereunder and in the Bylaws. In the event that the Declarant elects to delay the creation of the association, the rights, but not the obligations, of the Association created by this Declaration are hereby assigned to the Declarant until such time as the Association is created.

9.11 Right to Allocate Exclusive Use Rights to a Unit. The Declarant hereby reserves the right to create additional restrictions on the uses of all or any portion of the Units through separate recorded instruments, it being the intent of the Declarant to provide exclusive use rights appurtenant to certain Units at the sole option of Declarant.

9.12 Right to Amend Plat. The Declarant hereby reserves the right to amend the Plat to provide for the orderly development of the Properties as determined by the Declarant. By accepting a deed for their Unit, an Owner acknowledges the Declarant's rights as set forth in this Section 9.12 and expressly consents thereto.

9.13 Termination of Rights. The rights contained in this Article shall not terminate until the Declarant, or any person affiliated with Declarant, is no longer a record owner of any real property subject to this Declaration unless Declarant elects to terminate such reservations at an earlier date. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof.

9.14 Right to Cure Alleged Defects. It is Declarant's intent that all improvements constructed or made by Declarant in the Project be built or made in compliance with all applicable building codes and ordinances and that such improvements be of a quality that is consistent with the Community-Wide Standard. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Declarant's responsibility therefor. It is Declarant's intent to resolve all disputes and claims regarding Alleged Defects (as defined below) amicably, and without the necessity of time-consuming and costly litigation. Accordingly, the Association, the Board and all Owners shall be bound by the following claim resolution procedure:

(a) **Declarant's Right to Cure**. In the event the Association, the Board or any Owner or Owners (collectively, "Claimant") claim, contend or allege that any portion of the Project, including, without limitation, any Unit, and/or any improvements constructed on the Project, are defective or that Declarant or its agents, consultants, contractors or subcontractors were negligent in the planning, design, engineering, grading, construction or other development thereof (any of the foregoing, an "Alleged Defect"), Declarant hereby reserves the right to inspect, repair and/or replace such Alleged Defect as set forth herein.

(b) **Notice to Declarant**. If a Claimant discovers any Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant in writing, at the address at which Declarant maintains its principal place of business, of the specific nature of such Alleged Defect ("Notice of Alleged Defect").

(c) **Right to Enter, Inspect, Repair, and/or Replace**. Within a reasonable time after the receipt by Declarant of a Notice of Alleged Defect, or the independent discovery of any Alleged Defect

by Declarant, as part of Declarant's reservation of rights, Declarant shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Unit, and/or any improvements or other portion of the Project for the purposes of inspecting and, if deemed necessary by Declarant, repairing and/or replacing such Alleged Defect. In conducting such inspection, repairs and/or replacement, Declarant shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

(d) **Legal Actions**. No Claimant shall initiate any legal action, cause of action, proceeding, reference or arbitration against Declarant alleging damages (i) for the costs of repairing or the replacement of any Alleged Defect, or (ii) for the diminution in value of any real or personal property resulting from such Alleged Defect, unless and until (1) Claimant has delivered to Declarant a Notice of Alleged Defect and (2) Declarant has, within ninety (90) days after its receipt of such Notice of Alleged Defect, either (x) failed to repair or replace such Alleged Defect or (y) if such Alleged Defect cannot reasonably be repaired or replaced within such ninety (90) day period, failed to commence such repair or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such repair or replacement to completion. Any such action undertaken on behalf of the Association shall also require, as a prerequisite to such action, the approval of not less than sixty-six percent (66%) of the Owners and not less than sixty-six percent (66%) of the Mortgagees. In no event will Declarant be liable for, nor shall any Claimant be entitled to pursue, consequential damages resulting from any Alleged Defect.

(e) **No Additional Obligations; Irrevocability and Waiver of Right**. Nothing set forth in this Section shall be construed to impose any obligation on Declarant to inspect, repair or replace any item or Alleged Defect for which Declarant is not otherwise obligated under applicable law. The right of Declarant to enter, inspect, repair, and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form, executed and recorded by Declarant in the Public Records.

(f) **Waiver**. Notwithstanding anything to the contrary in this Section 9.14, (i) Declarant hereby disclaims any representations and warranties in respect of, shall have no continuing liability to any Owner for, any design or construction defects (whether known or unknown) relating to the Project, including latent defects, and (ii) the provisions of this Section 9.14 in no way extend or modify any contractual waivers or statutes of limitation or statutes of repose.

(g) **Amendment**. Notwithstanding any other provision of this Declaration to the contrary, the provisions of this Section 9.14 may be amended only with the written consent of Declarant, any such amendment being applicable only to Alleged Defects with respect to which a Notice of Alleged Defect is delivered after the date of such amendment.

ARTICLE X – EASEMENTS

10.1 **Easements in Common Elements**. The Declarant grants to each Owner a non-exclusive right and easement of use (subject to the rights of other Owners, Members, and the Association), access, and enjoyment in and to the General Common Elements. The Declarant grants to each Owner (subject to the rules, regulations, and restrictions contained in the Governing Documents) an exclusive right and easement of use, access, and enjoyment in and to the Limited Common Elements that are appurtenant to the Unit(s) owned by such Owner, which shall include without limitation the storage, decking, foyers, stairwells, bathrooms, and parking areas. Such exclusive right and easement of use, access, and enjoyment in the Limited Common Elements shall not be severable from the Unit to which it is appurtenant.

The foregoing grants are subject to:

(a) The restrictions, rules and regulations set forth in the Governing Documents and any other applicable covenants;

(b) Any restrictions or limitation contained in any deed or easement conveying such property or easement to the Association;

(c) The right of the Board to adopt rules regulating the use and enjoyment of the Common Elements;

(d) The right of the Board to suspend the right of an Owner to use the Common Elements (i) for any period during which any charge or assessment against such Owner's Unit remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the Bylaws.

Any Owner may extend his or her right of use and enjoyment of the Common Elements to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Unit, subject to the terms and conditions of this Declaration, shall be deemed to have assigned all such rights to the lessee of such Unit for the period of the lease.

10.2 Easements for Utilities and Infrastructure.

(a) All dedications, limitations, restrictions, and reservations of easements, including those for drainage, prepared and recorded by Declarant and/or set forth on the Plat are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration.

(b) The Declarant hereby grants to the Association and each Owner of a Unit, and, so long as the Declarant owns a Unit, reserves for itself, and reserves the right to grant to utility providers, the Association, and the owners of any of the Units perpetual non-exclusive utilities easements located as described on the Plat for the purpose of:

(i) Installing utilities and infrastructure, including without limitation, water and sewer systems, cable and other systems for sending and receiving data and/or other electronic signals; signage; security and similar systems; roads, sidewalks, bicycle racks, pathways and drainage systems; to serve the Properties;

(ii) Inspecting, maintaining, repairing and replacing such utilities and infrastructure to serve the Properties; and

(iii) Access to read utility meters.

(c) All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or Occupant.

(d) In order to adequately serve each Unit and the General and Limited Common Elements, utility facilities may be constructed and may encroach on a Unit(s). An easement for such encroachment and for the maintenance of the same shall and does hereby exist.

10.3 Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over the Common Elements as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Unit, but not to enter any structure thereon, for emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with the Governing Documents and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. Some of the General Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all General Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the General Common Elements located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the General Common Elements or to any Unit or Units. The Association shall also have such right independent of any agency relationship. The President of the Association and the Building Property Manager (if any) shall each have a master key to all Units for the purpose of gaining access to any Unit for repairs, maintenance and emergencies as provided herein. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the General Common Elements or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners of the General Common Elements; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Article VIII.

10.4 Easements for Cross-Drainage. Every Unit shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any Unit to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected Unit and the Board.

10.5 Easement for Emergency Vehicles. The Properties are hereby burdened with an easement allowing all policemen, firemen, ambulance personnel, and similar emergency personnel entry to perform their duties, including the enforcement of traffic regulations.

10.6 Easement for Encroachments. If any part of the Common Elements encroaches or shall hereinafter encroach upon a Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Elements, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Elements or the Units. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction, repair or reconstruction or any part thereof in accordance with the original plans and any encroachment due to building overhang or projection.

10.7 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Elements necessary for access to her/his Unit and to the Limited Common Elements designated for use in connection with his/her Unit, and shall have the

right to the horizontal and lateral support of her/his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

ARTICLE XI – AMENDMENT OF DECLARATION

11.1 **By Declarant**. In addition to specific amendment rights granted elsewhere in this Declaration, until the conveyance of eighty percent (80%) of the Units to an Owner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guaranty mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency, (v) correct or reflect modifications to, or discrepancies in, the physical attributes of the Project, including the size, location and configuration of Units and Common Elements, that may have arisen during construction of the Project, or (iv) to satisfy the reasonable and customary underwriting requirements of any insurance company providing insurance on any portion of the Project.

Notwithstanding the foregoing reserved amendment rights of Declarant, Declarant shall obtain written consent of mortgagees that represent at least 51% of the votes of Owners that are subject to mortgages if the subject amendment is materially adverse to such mortgagees; provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

11.2 **By Members**. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of at least sixty-six percent (66%) of the Members. Notwithstanding the foregoing, the Members shall obtain written consent of Mortgagees that represent at least fifty-one percent (51%) of the votes of Owners that are subject to mortgages if the subject amendment is materially adverse to such Mortgagees provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within sixty (60) days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such sixty (60) day period.

11.3 **Validity and Effective Date**. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within thirty (30) days of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

ARTICLE XII - MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or his/her agent or her/his contractor or subcontractor shall be the basis for the filing of a lien against

the Unit of any other Owner, or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the owner of any Unit in the case of emergency repairs thereto. Labor performed or services of materials furnished for the Project or any portion thereof, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner of that portion of the Project. Any Owner may remove his/her Unit from a lien against two or more Units or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to her/his Unit. Notwithstanding the foregoing, no lien shall be placed on a Unit unless such lien is permitted by law.

ARTICLE XIII – MISCELLANEOUS

13.1 Registration of Mailing Address; Notice; Implied Approval of Mortgagees and Guarantors. Each Owner shall register his/her mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Association Bylaws. All notices or demands intended to be served to a Mortgagee or guarantor of a recorded mortgage shall be given by registered or certified mail, postage prepaid, return receipt requested. Any notice referred to in this Section to an Owner or the Association shall be deemed given when deposited in the United States mail in the form provided for in this Section. Any notice referred to in this Section to a Mortgagee or guarantor of a mortgage of record shall be deemed given when such entity or person receives such notice; provided, however, that if such Mortgagees or guarantors fail to respond to any request within 60 days after receipt of proper notice of the request (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60-day period.

13.2 Exhibits. The exhibits attached to this Declaration are incorporated by this reference and amendments of such exhibits shall be governed by this Article.

13.3 No Waiver. The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the covenant, condition or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

13.4 Owner's Obligations Continue. The Owner of a Unit shall have no obligation for expenses or other obligations accruing after he/she sells his/her entire interest in such Unit.

13.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

13.6 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

13.7 **Construction by Declarant**. Nothing in this Declaration, or any action taken by the Association, shall limit the right of Declarant to complete construction of improvements to the Common Elements and to Units owned by Declarant or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the entire Project. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Project such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit, nor shall any action of the Association limit, the right of Declarant at any time prior to the sale of all Units by Declarant to establish on the Project additional easements, reservations, and rights of way to itself, to utility companies, or to others as may from time to time be necessary to the proper development and disposal of the Project.

13.8 **Statute**. The provisions of this Declaration shall be in addition and supplemental to the Act and to all other provisions of law.

13.9 **Obsolescence**

(a) **Adoption of a Plan**. Owners representing an aggregate of three-fourths or more of the voting rights of the Association may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction provided such Owners also obtain written consent for such obsolescence and plan from mortgagees who represent at least 51% of the votes of the Owners that are subject to mortgages of record. Written notice of adoption of such a plan shall be given to all Owners and Mortgagees. Such plan shall be recorded in the records of the Clerk of Teton County, Wyoming.

(b) **Payment for Renewal and Reconstruction**. The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Units. These assessments shall be levied in advance pursuant to this Declaration and shall be allocated and collected as provided for the allocation of expenses of Common Elements in Article VIII. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

(c) **Sale of Obsolete Units**. The Owners representing an aggregate of three-fourths or more of the total voting rights of the Association may agree that the Condominium Units are obsolete and that the Project should be sold. Such an agreement must have the additional approval of mortgagees who represent at least 51% of the votes of the Owners that are subject to mortgages of record at the time such agreement is made. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Project shall be sold by the Association as attorney-in-fact for all of the Owners free and clear of the provisions contained in this Declaration, the Plat and the Association Bylaws. The sale proceeds shall be apportioned among the Owners of the Units in proportion to their interest in the Common Elements as set forth on **Exhibit "A"** attached hereto, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium Unit. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium Unit designation and the name of the Owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(d) **Distribution of Excess**. In the event amounts collected are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) in an amount proportionate

to the respective amount collected from each such Owner; provided, however that any such distribution shall be subject to the provisions of the Special Restrictions governing the Units and in no event shall an Owner receive distributions in excess of the "Transfer Price" determined pursuant to the Special Restrictions.

13.10 Condemnation.

(a) **Consequences of Condemnation**. If, at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

(b) **Proceeds**. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

(c) **Complete Taking**. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) of the Units in proportion to their interest in the Common Elements as set forth on **Exhibit "A"** attached hereto and subject to the Special Restrictions, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the preceding paragraph, and subject to the Special Restrictions, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable, first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner; provided, however, that the provisions of the Special Restrictions shall govern distributions to Owners and in no event shall an Owner receive distributions in excess of the "Transfer Price" determined pursuant to the Special Restrictions.

(d) **Partial Taking**. In the event that less than the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows: (a) the total amount allocated to taking of or injury to the Common Elements shall be apportioned among Owners of the Units in proportion to their interest in the Common Elements as set forth on **Exhibit "A"** attached hereto, (b) the total amount allocated to severance damages shall be apportioned to those Condominium Units which were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within her/his own Unit shall be apportioned to the particular Unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided above in Subsection (c), first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner. Any allocation to the Owner shall be

subject to the provisions of the Special Restrictions and in no event shall an Owner receive allocations in excess of the "Transfer Price" determined pursuant to the Special Restrictions.

(e) **Reorganization**. In the event a partial taking results in the taking of a complete Unit, if appropriate in the determination of the Board, the Owner thereof automatically shall cease to be a member of the Association. Thereafter, the Board shall reallocate the Ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided in this Declaration.

(f) **Reconstruction and Repair**. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified above.

(g) **Limitations in Action of Owners Association**. Notwithstanding any other provisions in this Article and except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least three-fourths of Owners of the individual Units have given their prior written approval and unless the additional approval of mortgagees who represent at least 51% of the votes of the Owners that are subject to mortgages of record at such time have given their prior written approval, the Association may not:

(1) By act or omission seek to abandon or terminate the Project;

(2) Change the pro rata interest or obligations of any Unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards or determine the pro rata share of ownership of each Unit in the Common Elements;

(3) Partition or subdivide any Unit;

(4) Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements by act or omission; or

(5) Use hazard insurance proceeds for losses to any Project property (whether Units or Common Elements) for other than the repair, replacement or reconstruction of the Project property.

13.11 Rights of Mortgagees and Guarantors. Within at least thirty days of the Association obtaining actual knowledge of the following, the Association shall send written notification to all Mortgagees and Guarantors of a mortgage of record of the following events:

(a) Any condemnation or casualty loss that affects either a material portion of the Project or the Unit that secures a mortgage;
(b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of a Unit on which such Mortgagee or Guarantor holds a mortgage;
(c) A lapse, cancellation or material modification of any insurance policy maintained by the Association; and
(d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

13.12 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or any other party priority over any rights of the first Mortgagee of any Unit in the case

of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Units and/or Common Elements.

13.13 Negotiation and Mediation. The provisions of this Section 13.13 are in addition to the provision of Section 9.14. The term "Claims" means any and all causes of action, claims, costs, damages, expenses, liabilities, and other claims. The Persons subject to this Declaration will make every reasonable effort to meet in person and confer for the purpose of resolving any Claim by good faith negotiation. If requested in writing, the Board may appoint a representative to assist the parties in negotiation. The term "Bound Party" shall mean Declarant, the Association, its officers, directors, and committee members, if any, all Persons subject to this Declaration, and any Person subject to this Declaration. Any Bound Party having a Claim ("Claimant" against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Request for Resolution"), stating plainly and concisely: (i) the nature of the Claim, including the Persons involved and Respondent; (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (iii) Claimant's proposed remedy; and (iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim; and (v) that Respondent must respond to the Request for Resolution within thirty (30) days of its receipt or it will be deemed to have been rejected.

(a) If a respondent to a Claim rejects the Request for Resolution, or the Parties do not resolve the Claim within forty-five (45) days of the date of acceptance of the Request for Resolution (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have fifteen (15) additional days to submit the Claim to mediation under the auspice of an independent mediation agency providing dispute resolution services (including through travel) in Teton County, Wyoming.

(b) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(c) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated. If the mediation is successful, each party shall bear their own costs and attorney fees.

(d) If the Disputing Persons are not successful in resolving the dispute through the mediation, then the Disputing Persons, or any one of them, may pursue, subject to the provisions of Section 9.14, any remedy at law or equity.

13.14 Declarant as Beneficiary. Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall be deemed a third-party beneficiary of this Declaration and shall have the right and standing to enforce the terms and conditions hereof against the individual Owners or the Association, as the case may be, for a period of ten (10) years after the date of this Declaration.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year first written above.

Declarant:

440 W Kelly Partners LLC,
a Wyoming limited liability company

By: _____
Name: _____
Its: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____ the _____ of 440 W Kelly Partners LLC, a Wyoming limited liability company, this ____ day of _____, 20__.

Witness my hand and official seal.

_____
Notary Public
My commission Expires:

EXHIBIT "A"
TO CONDOMINIUM DECLARATION

Unit Number	Ownership Percentage of Common Elements[1]
1A	5.25%
1B	5.25%
2A	10%
2B	9%
2C	6.5%
2D	7.5%
2E	9.5%
2F	9.5%
3A	10%
3B	8.5%
3C	9.5%
3D	9.5%

[1] Subject to change with Final Plat

EMPLOYEE RIGHT OF PURCHASE AGREEMENT
(KELLY PLACE CONDOMINIUMS)

THIS EMPLOYEE RIGHT OF PURCHASE AGREEMENT (this "Agreement") is dated this _____ day of _____, 2022 by **Town of Jackson (the "Town")**, a Wyoming municipal corporation, and **440 W Kelly Partners LLC**, a Wyoming LLC, its heirs, successors and assigns ("**Developer**").

RECITALS

WHEREAS, the Town is a duly constituted municipality in the State of Wyoming with all powers set forth in Title 15 of the Wyoming State statutes and all other applicable legal provisions; and

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

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

WHEREAS, the Town owns certain real property located within the Town of Jackson, Teton County, Wyoming, legally described as Unit ____ according to the Kelly Avenue Condominiums Addition to the Town of Jackson, Teton County, Wyoming, according to that Plat recorded in the Office of the Teton County, Wyoming Clerk on _____, 2022, as Plat No. _____, and as further defined and described in the Declaration for the Kelley Avenue Condominium Owner's Association recorded in the Office of the Teton County, Wyoming Clerk on _____, 2022, as Document Number _____, and any amendments and supplements thereto, recorded in the Office of the Teton County, Wyoming Clerk from time to time. PIND _____

("Property") that it has leased to Developer for the purpose of developing restricted housing, pursuant to a lease agreement recorded in the Office of the Teton County, Wyoming Clerk on _____, 2022 as Document Number _____ **("Ground Lease")**; and

WHEREAS, Developer has offered, and the Town has accepted, as consideration for that **Ground Lease,** revolving first options to purchase four (4) residential units within Kelly Place Condominiums for the Town's Employees; and

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

NOW THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated by reference, and the mutual promises and covenants herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, Developer agrees to provide the Town with four (4) revolving rights of first purchase for residential units subject to the terms and conditions herein.

AGREEMENT

1. **EMPLOYEE RIGHTS OF PURCHASE**. Developer hereby grants to the Town four (4) revolving rights of first purchase, each and all of which are superior to any other revolving rights of purchase in existence now or in the future, for Employees of the Town to purchase a Residential Unit, subject to the terms and conditions of this Agreement (each an "EROP" and collectively, the "EROPs"). For purposes of this Agreement, "Employee" shall be defined as an individual that meets the applicable requirements for qualification by the Town and by the Housing Department, provided that an Employee of the Town does not need to comply with any income qualifications of the Housing Department.

A. **First Purchase Terms**. EROPs are triggered by several events, including but not limited to, Developer listing a unit for sale, when fewer than four (4) units have undergone "Initial Sale" as defined in the Ground Lease, (a "Sale Event"), or the delivery of notice to the Jackson / Teton County Housing Department ("JTCHD") of a current owner's desire to sell its Residential Unit (a "Re-Purchase Event"). If there is an available EROP, at the time of a Sale Event or Re-Purchase Event the following requirements shall apply and the parties hereto agree as follows:

(i) Upon the occurrence of a "Sale Event" or a "Re-Purchase Event,", Developer or the JTCHD, shall deliver notice to the Town of such event (The "Notice"). Upon delivery of Notice, the Town shall have ten (10) days to notify either Developer or the JTCHD in writing that the Town has an Employee interested in looking at the subject Residential Unit. In that case, the interested Employee shall have another ten (10) days to determine if it would like to purchase the Residential Unit and sign a binding purchase contract (the "Exclusive Purchase Option Period"). If the employee signs the purchase contract within the required time period, the Town shall be deemed to have exercised its applicable EROP for the subject Residential Unit.

(ii) If the Town exercises its EROP for an Employee to purchase the Residential Unit, such purchase shall be completed by the Employee pursuant to Section 2 of this Agreement and the terms and conditions set forth in applicable deed restriction.

B. **Waiver; EROP Reviving Event**. If the Town does not send notice as provided herein or if the Employee does not sign the binding purchase contract, or fails to complete the purchase of the Residential Unit pursuant to Section 2 and the terms of the binding purchase contract and this Agreement, then (1) if Initial Sale, Developer is free to sell to any Qualified Household and (2) if Resale, JTCHD shall facilitate the purchase of the subject Residential Unit to another qualified buyer and each party hereto shall have no further rights or obligations to the other party

with respect to the subject Residential Unit. Under either scenario (1) or (2) in the preceding sentence, thereafter, the Town will have an EROP on the next available Residential Unit until the Town exercises the applicable EROP and an Employee purchases a Residential Unit as a result thereof. After the Town exercises the applicable EROP and an Employee purchases a Residential Unit as a result thereof, the applicable EROP shall be stayed until the earlier to occur of the following events (each an "EROP Reviving Event"): (i) the Town notifies the JTCHD that the Employee that owns the Residential Unit that was purchased as a result of the Town exercising the applicable EROP is no longer employed by the Town; or (ii) the Employee that owns the Residential Unit that was purchased as a result of the Town exercising the applicable EROP sells the subject Residential Unit.

2. **CLOSING PROCEDURES FOR EXERCISE OF EROP**. The purchase of the Residential Unit by the Employee shall occur as follows:

A. For the Initial Sale of a unit, the Employee shall have the opportunity to complete the purchase at the price set by Developer in accordance with any Jackson Teton County Housing Department ("JTCHD") Rules and Regulations as adopted and as amended; provided that an Employee of the Town does not need to comply with any income qualifications of the Housing Department.

B. For the Resale of Residential Units, the Employee shall purchase the Residential Unit at the Maximum Resale Price, as applicable, as these terms are defined in any applicable deed restriction for the subject Residential Unit, and all amendments thereto, and the closing shall be completed in accordance with any applicable timelines and procedures set forth in any applicable deed restriction and any rules and regulations adopted by the JTCHA and as amended from time to time.

C. Whenever an EROP is exercised, the purchaser shall be required to close the transaction within 30 calendar days of signing the binding purchase contract. In the event such period ends on a weekend or federal holiday, the time period shall be extended to the next business day.

D. In the event an employee cannot close on an EROP, the employee may assign its purchase contract to another eligible town employee by providing notice of the same to the Developer or JTCHD, as applicable, and the time period to close such transaction shall be extended by another 14 calendar days. Thereafter, the EROP shall expire as to that subject Residential Unit.

3. **ENTIRE AGREEMENT; MODIFICATION; MEMORANDUM**. This Agreement embodies and constitutes the entire understanding between the parties with respect to the option and terms contemplated herein and all prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified,

amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

4. **APPLICABLE LAW**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming. Time is of the essence of this Agreement.

5. **HEADINGS; BINDING EFFECT**. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns, provided that no assignment shall be made except in accordance with the provisions hereof.

6. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

7. **INTERPRETATION; SEVERABILITY; CONSTRUCTION**. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

8. **ENFORCEMENT**. If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees.

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

10. **NOTICES**. Notices hereunder shall be given only by hand delivery, certified letter, fax or telegram and shall be deemed given when received, if hand delivered, or when the letter (sent certified mail, return receipt requested, addressed as set forth below) is

deposited in the mail. All notices required or permitted by any provision of this Agreement shall be directed as follows:

To Developer at:	440 W Kelly Partners, LLC Attn: Jacob Roller 30 S. 15th Street, Floor 15 Philadelphia, PA 19102 jacob@rollerdevelopment.com
To Town of Jackson: Attn: Town Clerk	Town of Jackson P.O. Box 1687 Jackson, Wyoming 83001 clerk@jacksonwy.gov
To JTCHD:	Jackson / Teton County Housing Department P.O. Box 714 Jackson, Wyoming 83001 aprilnorton@jacksonwy.gov

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

Town of Jackson:

TOWN OF JACKSON
BY:_____
Mayor

ATTEST:

BY:_____
Town Clerk

State of Wyoming)
) ss.
County of Teton)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, as Mayor, and Riley Taylor, as Town Clerk, respectively, of the Town of Jackson, each who are personally known to me or who provided sufficient evidence of their identity to me, this _____ day of _____, 2022.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

Developer:

440 W Kelly Partners, LLC, a Wyoming corporation

_____

By: Jacob Roller
Title:_____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Jacob Roller, as _____ of 440 W Kelly Partners, LLC, a Wyoming corporation, this ___ day of _____, 2022.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires:

Special Restrictions
For Workforce Ownership Housing
Located at
440 W. Kelly Ave.
Town of Jackson

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:

See Exhibit A
PIDN: [insert PIDN number ("Land")

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

Owner developed property addressed as 430 and 440 West Kelly Avenue. This development generated the obligation to provide Workforce Ownership Housing in accordance with the Approval. Owner is restricting:

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

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

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

WHEREAS, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Units, immediately after recordation of the Plat. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the

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

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

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

RESTRICTIONS:

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

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

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations ("Qualified Household"). Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within one (1) year from the date a certificate of occupancy is issued on a Residential Unit ("Initial 12 Months"). If, after the Initial 12 Months ("First Sales Period 12"), Owner is unable to sell the Residential Unit, the Owner's deadline to sell the Residential Unit shall be extended by 18 months ("Second Sales Period 18"). During the Second Sales Period 18 and prior to Initial Sale, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in

no way prohibit Owner from selling the Residential Unit during this time period, subject to any applicable leases. Notwithstanding the foregoing, the parties acknowledge that market and economic forces beyond the control of any parties may impact Initial Sale of the Residential Unit. Therefore, in the event the Wyoming Cost of Living Index Northwest Region as published by the Wyoming Department of Administration & Information, Economic Analysis Division declines by at least 2% for 3 quarters or more during the Second Sales Period 18, the Owner's deadline to sell the Residential Unit at its chosen price shall be extended by another 12 months ("Third Sales Period 12"). In the Third Sales Period 12, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling the Residential Unit during this time period, subject to any applicable leases.

If, after the Second Sales Period 18 (or after the Third Sales Period 12 if triggered), Owner remains unable to sell the Residential Unit at its chosen price, the Town of Jackson or the Housing Department will have the right to order an appraisal that will be paid for by Owner ("First Appraisal"). Such appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the First Appraisal is less than the Owner's selling price at the time of the First Appraisal, the Owner will be required to adjust the selling price accordingly, will list the Residential Unit for sale at or below the appraised value from the First Appraisal, and the Owner's deadline to sell the Residential Unit shall be extended by 12 months from the date the appraisal is received ("Fourth Sales Period 12"). In this period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases. If, after the appraisal and expiration of the Fourth Sales Period 12, the Residential Unit has not sold at the appraised price, then a second appraisal shall be ordered ("Second Appraisal"). The Second Appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the Second Appraisal is less than the First Appraisal, the Owner will be required to adjust the selling price accordingly. If the Second Appraisal is more than the First Appraisal, the selling price shall be reduced by 10% below the First Appraisal. In this period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases.

For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

1 Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

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

Or

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

2 Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the

Household's income from a local business, as defined above.

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

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

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

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

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

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in this Agreement to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Occupancy.

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

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

B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation

use that is allowed by applicable zoning and properly permitted.

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

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

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

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

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

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

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

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

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

SECTION 4. TRANSFER LIMITATIONS. Residential Unit(s) may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows**:**

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

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

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

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

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

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

SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT. At Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such Resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Special

Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 7. MAXIMUM RESALE PRICE. This Section shall apply only to a Resale of the Residential Unit. To further the Town of Jackson's goal of providing affordable housing, after the Initial Sale, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and absolute discretion. Finally, to ensure that the Resale price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

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

SECTION 8. DEFAULT. Each of the following shall be considered a default ("Default") subsequent to notice and opportunity to cure that is consistent with the Rules and Regulations:

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

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

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

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

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

Housing Department.

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

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

A. Purchase Option.

1 The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"). If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x [6/(16-4)]…Purchase Price x .50.
2 If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner or owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.

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

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

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 10. QUALIFIED MORTGAGE.

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

1 (i) Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which have a maximum loan to value ratio of One Hundred percent (100%); or (ii) is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

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

i. An “institutional lender” such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or

ii. A “community loan fund”, or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or

iii. A non-affiliated, legitimate, “finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with an Owner or owner or any family member of Owner or owner; or

iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit; and

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

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

1 be deemed unsecured; and

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

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

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

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

2. Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.

3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the

contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

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

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

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

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

1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.

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

3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.

4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.

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

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

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

Residential Unit and the Town of Jackson, Wyoming.

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

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

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

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

With a Copy to:
Town of Jackson
Attn: Town Clerk
PO Box 1687
Jackson, WY 83001

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

SECTION 14. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 17. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

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

SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever, unless such damage or injury is caused by the willful act or gross neglect of the Town, its employees or agents, on or about the Residential Unit, or for Owner's or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and the Town of Jackson, unless otherwise provided herein.

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

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

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

Owner:

_____

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing instrument was acknowledged before me by _____, as _____ of _____.

Witness my hand and official seal.

_____
Notary Public

TOWN OF JACKSON:

_____
By: Hailey Morton Levinson, Mayor

ATTEST

_____
Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____day of _____, 2022, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, Mayor for the Town of Jackson, Teton County, Wyoming, and Riley Taylor, Town Clerk for the Town of Jackson, a Wyoming municipality and known to me, or proven by satisfactory evidence, to be the Mayor that executed the foregoing and acknowledged said instrument to be the free and voluntary act and deed, by authority of Statute of said municipality, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the Town of Jackson, Wyoming.

_____

(seal) Notary Public

JACKSON TETON COUNTY AFFORDABLE HOUSING DEPARTMENT
(Acknowledgement as to form)

_____
_____, Housing Manager

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing instrument was acknowledged before me by _____, as Housing Manager of the Jackson Teton County Affordable Housing Department.

Witness my hand and official seal.

_____
Notary Public

STAFF REPORT

Meeting Date:	February 6, 2023	**Meeting Title:**	Regular Meeting
Submitting Department:	Administration & Finance	**Presenter:**	Kelly Thompson & Tyler Sinclair
Agenda Item:	Fiscal Year 2023 Budget - Amendment #2	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is for Town Council to approve a resolution adopting amendments to the Town of Jackson's fiscal year 2023 budget.

Requested Action.
Staff requests that the Mayor & Council approve the attached resolution.

Recommendations.
Staff recommends that the Mayor & Council approve the attached resolution.

Background.
The annual adoption of the fiscal year budget, and subsequent amendments, are critical to the Town's ability to accomplish its purpose and mission. The budget is a vehicle for the Council to address Common Values and give staff resources to provide core services.

Analysis.
The attached resolution proposes modifications to the Town's current FY2023 budget. The resolution represents the 2023 amended budget divided into budget divisions. The amendment increases expenditures $2,406,246. There are revenues of $1,009,213. Of this amount, $93,970 are items not previously presented to Council shown in blue below.

New expenditures make up most of this amount including the following:

- *$1,250,000 for Flat Creek Apartment housing supply plan projects in lieu of CDBG.*
  - *This is fully funded using previously allocated Affordable Housing Fund reserves.*
- *$490,036 to implement the Compensation Study.*
  - *This is fully funded with funds allocated for compensation study.*
- *$228,965 for Anti-Vehicle Barrier.*
  - *The is fully funded by the Jackson Hole Travel and Tourism Board funds.*
- *$218,500 for Wilson Boat Ramp.*
  - *This is fully funded via FY2022 capital project rollover.*
- *$132,895 for Fire/EMS Battalion Chief and ambulance vehicles.*
  - *This is fully funded via FY2022 capital project rollover.*
- *$58,699 for Adjustments to START Seasonal Bonus Program.*
  - *This is approximately 88% funded via cost sharing with federal grants and Teton County. The remainder will be funded with General Fund reserves.*
- *$21,000 for Old Bill's donations to Victim Services.*
  - *This is 100% offset with Old Bill's funds.*
- *$13,200 for Employee Housing master leases.*
  - *This will be funded with Employee Housing Fund reserves.*

- *$11,000 for Cyber Security Upgrade.*
    - *This will be funded with IT Services Fund reserves.*
- *$9,000 for Housing Roof Repair.*
    - *This will be funded with Employee Housing Fund reserves.*
- *$1,071 for Caselle training.*
    - *This will be funded with General Fund reserves.*

The remaining expenditures are made up of $409,125 for uncompleted FY2022 budgeted capital projects being rolled over into FY2023.

There are $805,996 in new, restricted grant revenues, including $514,328 in SLIB funds for Rancher Street and Core Fleet Maintenance Facility projects, $228,965 from Jackson Hole Travel & Tourism Board and $36,703 in Opioid Settlement funds. The remaining $203,217 in revenues are internal fund transfers and County contributions for wage adjustments.

Possible Alternatives.
Council may amend as deemed necessary.

Comprehensive Plan & Priority Alignment.
Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- *Principle 8.1*- Maintain current, coordinated service delivery
    - Policy 8.1.e: Budget for service delivery
- *Principle 8.2* - Coordinate the provision of infrastructure and facilities needed for service delivery
    - Policy 8.1.S.1: Use budgeting to affirm desired service levels from government service providers that address all policies of Principle 8.1.

Fiscal Impact.
The proposed budget adjustments in the attached resolution include only the updates where current division estimates vary significantly from current budget. The proposed budget adjustments do not address small and relatively immaterial variances between expectations and budget.

Staff Impact.
Town Manager and Directors spend about 20 hours a month reviewing the budget. About 10 hours is spent drafting quarterly budget amendments. Adoption of the resolution will require printing, signatures, and permanent record storage and archiving and will be approximately 1 hour of work by the Town Clerk.

Attachments or Links.
Resolution 23-02 adopting amendments to the Fiscal Year 2023 Budget.
Exhibit A – Schedule of Increases/Decreases.

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

I move to approve Resolution 23-02 adopting amendments to the fiscal year 2023 budget.

RESOLUTION 23-02

A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2023 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 2023 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	413,833	-	413,833
Town Attorney	646,702	12,782	659,484
Municipal Judge	299,663	6,737	306,400
Administration	547,863	9,561	557,424
Town Clerk & Personnel	917,288	25,571	942,859
Finance	709,612	31,606	741,218
Community Development	931,411	2,543	933,954
Information Technology	941,471	31,488	972,959
Planning	908,753	11,256	920,009
Town-Wide Services	1,242,790	(490,036)	752,754
Town Facilities	791,774	-	791,774
Police - Administration	716,942	10,124	727,066
Police - Investigations	721,734	10,487	732,221
Police - Patrol	3,868,497	73,131	3,941,628
Police - Community Service	761,516	13,322	774,838
Police - Special Operations	25,300	-	25,300
Victim Services	360,130	27,035	387,165
Animal Shelter/Control	427,490	6,875	434,365
Building Inspections	494,430	7,562	501,992
Public Works Administration	394,614	12,779	407,393
Streets	2,094,331	18,092	2,112,423
Engineering	709,754	13,614	723,368
Yard Operations	76,293	-	76,293
Cemetery	27,321	639	27,960
Social Services	1,321,307	-	1,321,307
Community Initiatives	423,450	-	423,450
County-Budgeted Joint Programs	3,776,230	-	3,776,230
Transfers Out	17,218,330	73,146	17,291,476
Total General Fund	41,768,829	(91,686)	41,677,143
Affordable Housing	2,937,523	1,250,000	4,187,523
Total Affordable Housing Fund	2,937,523	1,250,000	4,187,523
Parking Exactions Fund	804,000	-	804,000
Total Parking Exactions Fund	804,000	-	804,000
Parks Exactions	239,000	-	239,000
Total Park Exactions	239,000	-	239,000
Employee Housing Fund	642,932	9,000	561,866
Transfers out	87,105	2,961	90,066
Total Employee Housing Fund	730,037	11,961	741,998
Animal Care Fund	25,000	3,713	28,713
Transfers Out	55,000	-	55,000
Total Animal Care Fund	80,000	3,713	83,713
Lodging Tax Fund	550,000	-	550,000
Transfers Out	2,147,258	228,965	2,376,223
Total Lodging Tax Fund	2,697,258	228,965	2,926,223
START Administration	2,164,016	13,647	2,177,663
START Operations	7,243,939	158,566	7,402,505
START Capital	12,805,765	-	12,805,765
START Transfers	125,303	3,298	128,601
Total START Fund Expenditures	22,339,023	175,511	22,514,534
Capital Outlay	24,239,172	639,025	24,878,197
Transfers Out	538,417	-	538,417
Total Capital Projects Fund	24,777,589	639,025	25,416,614

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Capital Outlay	252,537	-	252,537
Total 2006 SPET	252,537	-	252,537
Capital Outlay	35,000	34,775	69,775
Total 2010 SPET	35,000	34,775	69,775
Capital Outlay	72,472	25,420	97,892
Total 2014 SPET	72,472	25,420	97,892
Capital Outlay	20,000	-	20,000
Total 2016 SPET	20,000	-	20,000
Capital Outlay	385,634	-	385,634
Total 2017 SPET	385,634	-	385,634
Capital Outlay	18,926,608	-	18,926,608
Total 2019 SPET	18,926,608	-	18,926,608
Water Maintenance & Operation	1,235,350	23,449	1,258,799
Water Wells	313,988	-	313,988
Water Billing & Accounting	279,121	1,523	280,644
Water Capital Outlay & Improvements	1,833,778	-	1,833,778
Water Debt Service	66,970	-	66,970
Water Transfers Out	866,264	15,486	881,750
Sewage Plant Operations	1,075,844	15,526	1,091,370
Sewage Maint. & Operations	463,437	12,284	475,721
Sewage Billing & Accounting	275,240	1,643	276,883
Sewage Capital Outlay & Improvements	2,092,519	-	2,092,519
Sewage Transfers Out	866,264	15,486	881,750
Total Enterprise Funds	9,368,775	85,398	9,454,173
Employee Insurance	3,164,815	-	3,164,815
Total Insurance Fund	3,164,815	-	3,164,815
Fleet Expenditures	2,301,595	32,164	2,333,759
Total Fleet Management Fund	2,301,595	32,164	2,333,759
Central Equipment Expenses	1,017,821	-	1,017,821
Total Central Equipment Fund	1,017,821	-	1,017,821
IT Services	1,303,490	11,000	1,314,490
Total IT Service Fund	1,303,490	11,000	1,314,490

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	12,636,839	-	12,636,839
Licenses & Permits	1,318,843	-	1,318,843
Intergovernmental Revenue	15,584,161	39,962	15,624,123
Charges for Services	746,000	-	746,000
Fines & Forfeitures	375,000	-	375,000
Miscellaneous Revenue	569,923	21,000	590,923
Transfers In	2,184,790	40,945	2,225,735
Total General Fund	33,415,556	101,907	33,517,463
Licenses & Permits	150,000	-	150,000
Miscellaneous Revenue	68,300	-	68,300
Transfers In	1,435,227	-	1,435,227
Total Affordable Housing Fund	1,653,527	-	1,653,527
Licenses & Permits	101,000	-	101,000
Miscellaneous Revenue	27,000	-	27,000
Transfers In	-	-	-
Total Parking Exactions	128,000	-	128,000
Licenses & Permits	50,000	-	50,000
Miscellaneous Revenue	6,100	-	6,100
Total Park Exactions	56,100		56,100
Miscellaneous Revenue	586,646	-	586,646
Transfers In	-	-	-
Total Employee Housing Fund	586,646	-	586,646

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200
Taxes	1,467,711	-	1,467,711
Intergovernmental Revenue	-	228,965	228,965
Miscellaneous Revenue	23,000	-	23,000
Total Lodging Tax Fund	1,490,711	228,965	1,719,676
Intergovernmental Revenue	16,685,884	85,867	16,771,751
Charges for Services	2,291,383	-	2,291,383
Miscellaneous Revenue	49,964	-	49,964
Transfers In	3,162,571	73,146	3,235,717
Total START Fund Revenues	22,189,802	159,013	22,348,815
Intergovernmental	6,769,115	483,793	7,252,908
Miscellaneous Revenue	165,572	5,000	170,572
Transfers In	16,106,207	30,535	16,136,742
Total Capital Projects Fund	23,040,894	519,328	23,560,222
Miscellaneous Revenue	-	-	-
Total 2006 SPET	-		-
Miscellaneous Revenue	2,800	-	2,800
Total 2010 SPET	2,800		2,800
Miscellaneous	57,500	-	57,500
Total 2014 SPET	57,500		57,500
Miscellaneous	5,300	-	5,300
Total 2016 SPET	5,300	-	5,300
Miscellaneous	-	-	-
Total 2017 SPET	-	-	-
Taxes	5,409,642	-	5,409,642
Intergovernmental	100,000	-	100,000
Miscellaneous	87,500	-	87,500
Total 2019 SPET	5,597,142	-	5,597,142
Water Intergovernmental	-	-	-
Water Charges for Services	3,147,839	-	3,147,839
Water Miscellaneous	130,800	-	130,800
Water Transfers In	-	-	-
Sewage Intergovernmental	-	-	-
Sewage Charges for Services	2,961,886	-	2,961,886
Sewage Miscellaneous	81,520	-	81,520
Sewage Transfers In	-	-	-
Total Enterprise Funds	6,322,045	-	6,322,045
Charges for Services	2,947,481	-	2,947,481
Miscellaneous Revenue	36,500	-	36,500
Total Employee Insurance Fund	2,983,981	-	2,983,981
Charges for Services	2,142,541	-	2,142,541
Miscellaneous Revenue	2,700	-	2,700
Transfers In	-	-	-
Total Fleet Management Fund	2,145,241	-	2,145,241
Charges for Services	639,700	-	639,700
Miscellaneous Revenue	15,647	-	15,647
Total Central Equipment Fund	655,347	-	655,347
Charges for Services	1,531,505	-	1,531,505
Miscellaneous Revenue	9,700	-	9,700
Total IT Service Fund	1,541,205	-	1,541,205

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(8,353,273)	193,593	(8,159,680)
Affordable Housing	(1,283,996)	(1,250,000)	(2,533,996)
Parking Exactions Fund	(676,000)	-	(676,000)
Park Exactions Fund	(182,900)	-	(182,900)
Employee Housing Fund	(143,391)	(11,961)	(155,352)
Animal Care Fund	(19,800)	(3,713)	(23,513)
Lodging Tax Fund	(1,206,547)	-	(1,206,547)
Start Fund	(149,221)	(16,498)	(165,719)
Capital Projects	(1,736,695)	(119,697)	(1,856,392)
2006 SPET	(252,537)	-	(252,537)
2010 SPET	(32,200)	(34,775)	(66,975)
2014 SPET	(14,972)	(25,420)	(40,392)
2016 SPET	(14,700)	-	(14,700)
2017 SPET	(385,634)	-	(385,634)
2019 SPET	(13,329,466)	-	(13,329,466)
Enterprise Funds	(3,046,730)	(85,398)	(3,132,128)
Employee Insurance Fund	(180,834)	-	(180,834)
Fleet Management Fund	(156,354)	(32,164)	(188,518)
Central Equipment Fund	(362,474)	-	(362,474)
IT Services Fund	237,715	(11,000)	226,715

PASSED, APPROVED, & ADOPTED this 6th day of February , 2023

Town of Jackson

By: _____
Hailey Morton Levinson
Mayor

ATTEST:

By: _____
Riley Taylor
Town Clerk

Exhibit A -Schedule of Increases\Decreases

General Fund Expenditures and Other Uses		
Town Attorney		
Salaries & Benefits	12,782	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Municipal Judge		
Salaries & Benefits	6,737	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Administration		
Salaries & Benefits	9,561	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Town Clerk & Personnel		
Salaries & Benefits	25,571	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Finance		
Salaries & Benefits	30,535	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Training, Travel, & Meetings	1,071	Caselle Training
Community Development		
Salaries & Benefits	2,543	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Information Technology		
Salaries & Benefits	31,488	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Planning		
Salaries & Benefits	11,256	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Police - Administration		
Salaries & Benefits	10,124	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Police - Investigations		
Salaries & Benefits	10,487	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Police - Patrol		
Salaries & Benefits	73,131	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Police - Community Service Officer		
Salaries & Benefits	13,322	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Victim Services		
Salaries & Benefits	6,035	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Victim Witness Services	21,000	FY2021 & FY2022 Old Bill's Funding
Animal Shelter/Control		
Salaries & Benefits	6,875	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Building Inspections		
Salaries & Benefits	7,562	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Public Works Administration		
Salaries & Benefits	12,779	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Streets		
Salaries & Benefits	18,092	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Engineering		
Salaries & Benefits	13,614	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Cemetery		
Salaries & Benefits	639	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Town-Wide Services		
Professional Services	(490,036)	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Transfers Out		
Transfer to Start Bus System	46,144	Town 46% Share of Compensation Study
Transfer to Start Bus System	27,002	Town 46% Share of Seasonal Bonus Program
Total General Fund	**(91,686)**	

Special Revenue Fund Expenditures and Other Uses		
Affordable Housing Fund		
Housing Supply Plan	1,250,000	Flat Creek Apartment funding approved at 2/7/2022 Council meeting
Employee Housing Fund		
Indirect Cost Allocation - GF	2,961	Implement Compensation Study Approved at 12/19/2022 Council Workshop
R&M - 149 East Pearl Unit B	9,000	Roof Repair Exceeded Budget
Animal Care Fund		
Transfer to General Fund	3,713	Implement Compensation Study Approved at 12/19/2022 Council Workshop
START Administration		
Salaries & Benefits	447	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Chatham Loop #2	13,200	Victor Master Lease
START Operations		
Salaries & Benefits	99,867	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Salaries & Benefits	58,699	Adjustments to Seasonal Bonus Program
START Transfers Out		
Indirect Cost Allocation - GF	3,298	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Lodging Tax Fund		
Anti-Vehicle Barrier	228,965	Anti-Vehicle Barrier Funding discussed at 12/19/2022 Council Meeting
Total Special Revenue Funds	**1,670,150**	
Capital Project Fund Expenditures and Other Uses		
Capital Projects Fund		
Pearl St. Side - Willow to GV	276,230	FY2022 Capital Project Budget Roll-Over
Parks & Recreation Capital	218,500	Wilson Boat Ramp Funding approved at 12/19/2022 Council Meeting
Annual R&M - Boardwalks	11,400	Exceeded Budget
Fire/EMS Capital - Fund 13	108,004	FY2022 Capital Project Budget Roll-Over
Fire/EMS Capital - Fund 11	24,891	FY2022 Capital Project Budget Roll-Over
2010 SPET Fund		
Solar Art Mural	34,775	Solar Mural Project approved at 6/21/2022 Town Council Meeting
2014 SPET Fund		
North Cache Streetscape Phase2	25,420	Parking Study Approved at 7/5/2022 Town Council Meeting
Total Capital Project Funds	**699,220**	
Water Fund Expenditures and Other Uses		
Maintenance & Operations		
Salaries & Benefits	23,449	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Billing & Accounting		
Salaries & Benefits	1,523	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Transfers Out		
Indirect Cost Allocation - GF	15,486	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Total Water Fund	**40,458**	
Sewage Fund Expenditures and Other Uses		
Plant Operations		
Salaries & Benefits	15,526	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Maintenance & Operations		
Salaries & Benefits	12,284	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Billing & Accounting		
Salaries & Benefits	1,643	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Transfers Out		
Indirect Cost Allocation - GF	15,486	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Total Sewage Fund	**44,939**	
Internal Service Fund Expenditures and Other Uses		
IT Service Fund		
Contract Maintenance	11,000	Cyber Security Upgrade approved at 12/19/2022 Council Meeting
Fleet Management Fund		
Salaries & Benefits	32,164	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Total Internal Service Fund	**43,164**	
Total Expenditures and Other Uses	**2,406,246**	

General Fund Revenues and Other Sources		
Opioid Settlements	36,703	Opioid Settlement Funds as discussed at 9/19/2022 Council Meeting
Miscellaneous Revenue	21,000	FY2021 & FY2022 Old Bill's Funding
County Reimb - Victim Services	3,259	Teton County 54% Share to Implement Compensation Study
Transfer In - Animal Care Fund	3,713	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Transfer In - START Fund	3,298	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Transfer In - Employee Housing	2,961	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Transfer In - Utility Funds	30,973	Implement Compensation Study Approved at 12/19/2022 Council Workshop
Total General Fund	**101,907**	
Special Revenue Fund		
START Fund		
Transfer In - General Fund	46,144	Town 46% Share of Compensation Study
Teton County Grant - Operation	54,170	Teton County 54% Share of Compensation Study
Transfer In - General Fund	27,002	Town 46% Share of Seasonal Bonus Program
Teton County Grant - Operation	31,697	Teton County 54% Share of Seasonal Bonus Program
Lodging Tax Fund		
Jackson Hole Travel and Tourism Board	228,965	Jackson Hole Travel and Tourism Board funding for Anti Vehicle Barriers
Total Special Revenue Fund	**387,978**	
Capital Project Revenues and Other Sources		
Capital Projects Fund		
SLIB CWC - Core Maintenance	483,793	SLIB CWC Grant Approved for Core Maintenance Facility Project
SLIB CWC - Rancher Street	30,535	SLIB CWC Grant Approved for Rancher Street Project
Contributions & Donations	5,000	Boardwalk Contribution
Total Capital Projects Fund	**519,328**	
Total Revenues and Other Sources	**1,009,213**	

ORDINANCE G

AN ORDINANCE PROVIDING FOR THE GENERAL REVISION AND RECODIFICATION OF THE TOWN OF JACKSON MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council has adopted certain ordinances of general application of the Town; and

WHEREAS, the ordinances have been previously codified in the Town of Jackson Municipal Code; and

WHEREAS, the Code is published by means of print distribution and is also available through online access through the Town's website; and

WHEREAS, the Council has considered a recodification and general revision of the Code,

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

SECTION I.
The Town of Jackson Municipal Code shall be generally revised and recodified and the sections therein renumbered as follows:

PREFACE
Chapter 1 GENERAL PROVISIONS
Chapter 2 ADMINISTRATION AND PERSONNEL
Chapter 3 RESERVED
Chapter 4 RESERVED
Chapter 5 BUSINESS LICENSES AND REGULATIONS
Chapter 6 LIQUOR LICENSES AND PERMITS
Chapter 7 ANIMALS
Chapter 8 HEALTH AND SAFETY
Chapter 9 PUBLIC PEACE, MORALS, AND WELFARE
Chapter 10 VEHICLES AND TRAFFIC
Chapter 11 RESERVED
Chapter 12 STREETS AND PUBLIC PLACES
Chapter 13 UTILITIES
Chapter 14 SUBDIVISION REGULATIONS
Chapter 15 BUILDINGS AND CONSTRUCTION
Chapter 16 HOUSING
Chapter 17 SUBDIVISIONS
Chapter 18 ZONING

SECTION II.
All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.
If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION VI.
This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE 17 DAY OF JANUARY , 2023.
PASSED 2ND READING THE _____DAY OF _____ , 2023.
PASSED AND APPROVED THE _____DAY OF _____ , 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____day of _____, _____.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

_____
Riley Taylor, Town Clerk

ORDINANCE H

AN ORDINANCE REPEALING SECTION 1 OF ORDINANCE 1281 AND JACKSON MUNICIPAL CODE §§ 5.48.010, 5.48.020, 5.48.030, 5.48.039, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, AND 5.48.180; SECTION 3 OF ORDINANCE 1280 AND JACKSON MUNICIPAL CODE §§ 5.48.050 AND 5.48.210; SECTION 12 OF ORDINANCE 860 AND JACKSON MUNICIPAL CODE §§ 5.48.010, 5.48.020, 5.48.030, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, AND 5.48.180, 5.48.190, 5.48.200, AND 5.48.210; AND 1 OF ORDINANCE 432 AND JACKSON MUNICIPAL CODE §§ 5.48.010, 5.48.020, 5.48.030, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, 5.48.180, 5.48.190, 5.48.210 AND 5.48.220; REGARDING BINGO AND PULL TABS 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:

SECTION I.

The following are hereby repealed:

a. Section 1 of Ordinance 1281 and Jackson Municipal Code §§ 5.48.010, 5.48.020, 5.48.030, 5.48.039, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, and 5.48.180; and
b. Section 3 of Ordinance 1280 and Jackson Municipal Code §§ 5.48.050 and 5.48.210; and
c. Section 12 of Ordinance 860 and Jackson Municipal Code §§ 5.48.010, 5.48.020, 5.48.030, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, and 5.48.180, 5.48.190, 5.48.200, and 5.48.210, and
d. Section 1 of Ordinance 432 and Jackson Municipal Code § 5.48.010, 5.48.020, 5.48.030, 5.48.040, 5.48.050, 5.48.060, 5.48.070, 5.48.080, 5.48.090, 5.48.100, 5.48.120, 5.48.130, 5.48.140, 5.48.150, 5.48.160, 5.48.170, 5.48.180, 5.48.190, 5.48.210 and 5.48.220.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE 17 DAY OF JANUARY, 2023.
PASSED 2ND READING THE _____ DAY OF _____, 2023.
PASSED AND APPROVED THE _____DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____day of _____, _____.

I further certify that the foregoing Ordinance was duly recorded on Page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

_____
Riley Taylor, Town Clerk

ORDINANCE I

AN ORDINANCE REPEALING SECTIONS 18(J) AND (K) OF ORDINANCE NO. 131; SECTION 1 OF ORDINANCE NO. 610 AND JACKSON MUNICIPAL CODE 10.04.160(P) AND (Q); SECTION 1 OF ORDINANCE NO. 1043 AND JACKSON MUNICIPAL CODE 10.04.160(P) AND (Q); SECTION 1 OF ORDINANCE NO. 1311 AND JACKSON MUNICIPAL CODE 10.04.160(O) AND (P); REGARDING PARKING PROHIBITIONS 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:

SECTION I.

The following are hereby repealed:

a. Sections 18(j) and (k) Of Ordinance No. 131; and
b. Section 1 of Ordinance No. 610 and Jackson Municipal Code 10.04.160(P) AND (Q); and
c. Section 1 of Ordinance No. 1043 and Jackson Municipal Code 10.04.160(P) AND (Q); and
d. Section 1 of Ordinance No. 1311 and Jackson Municipal Code 10.04.160(O) AND (P).

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE 17 DAY OF JANUARY, 2023.
PASSED 2ND READING THE _____ DAY OF _____, 2023.
PASSED AND APPROVED THE _____DAY OF _____, 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____day of _____, _____.

I further certify that the foregoing Ordinance was duly recorded on Page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

_____
Riley Taylor, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Interim Town Manager

DT: February 6, 2023

RE: Town Manager's Report

Budget Schedule

Below is the proposed schedule for *budget* meetings for FY 2024. The JIM meeting dates have been reviewed with County staff and the County Clerk and they work for the County Commissioner's schedule. Staff will proceed with scheduling these special meetings as outlined as well as including the budget as the agenda item on the regular meetings as noted unless the Council provides other direction.

FY2024 TOWN COUNCIL BUDGET MEETING SCHEDULE				
There may be many other meetings occurring during this time - the below list only reflects those associated with the				
Date	Day	Time	Event	Location
2/21/2023	Tuesday	1:30 - 2:30	Regular Town Council Workshop Meeting - Revenue and Reserve Discussion	Council Chambers
4/14/2023	Friday	n/a	Budget Distributed/Released to Town Council - Not a Meeting	n/a
4/17/2023	Monday	9:00 - 11:30	Special Town Council Workshop - Budget Introduction and Overview	Council Chambers
4/17/2023	Monday	1:30 - 3:30	Regular Town Council Workshop - Budget Introduction and Overview Continued	Council Chambers
4/24/2023	Monday	9:00 - 11:00	Special JIM - Human Services 2 Hr Budget Window	Commissioner's Chambers
4/24/2023	Monday	1:30 - 3:30	Special Town Council Workshop - Budget Discussion	Council Chambers
4/25/2023	Tuesday	9:00 - 5:00	Special JIM - Joint Department Budget Presentations (no law enforcement) & Airport	Commissioner's Chambers
5/1/2023	Monday	1:30 - 3:30	Regular JIM - Joint Dept Budget Pres for Law Enforcement (possibly Airport approval)	Commissioner's Chambers
5/8/2023	Monday	1:30 - 5:00	Special Town Council Workshop - Budget Discussion	Council Chambers
5/15/2023	Monday	1:30 - 5:00	Special JIM 1:30 - 3:30 Discussion on Final Decisions on Joint Depts, and ECW and TTB presentation - Regular Town Council Workshop 3:30 - 5pm (budget discussion if needed on Town budget)	Council Chambers
5/22/2023	Monday	1:30 - 5:00	Special Town Council Workshop - Budget Discussion	Council Chambers
6/5/2023	Monday	3:00 - 5:00	Regular JIM - ECW, TTB, Airport budget approval	Commissioner's Chambers
6/5/2023	Monday	6:00 P.M.	Regular Town Council Meeting - Budget Hearing and Adoption (must occur prior to/on 6/20)	Council Chambers

Teton Science School Graduate Student Practicum

The Community Development Department, specifically the Ecosystem Stewardship Administrator will be supporting a graduate student from Teton Science Schools for their winter practicum. The focus of the practicum is to gain hands-on experience doing public engagement and is full-time for four weeks from February 27 through March 24, 2023. The student will receive 4 credits for the unpaid practicum. The timing of the practicum dovetails with a period of heightened public engagement related to Karns Meadow Master Planning, Wildlife Feeding and Bear Resistant Trash Ordinances, and other sustainability initiatives. The graduate student will support and amplify the effectiveness of projects currently in staff work plans while receiving valuable experience in public service.

Classification and Compensation Study Adjustments

Based upon meetings with staff and review of the effectiveness of the initial implementation of the classification and compensation study, staff finds that further adjustments are necessary. Specifically, staff finds that internal equity issues and compression for managers and/or division leaders in several departments were not adequately addressed. Staff would like to move forward with implementing an additional adjustment utilizing the 'comparison ratio' approach, defined as using an employee's previous placement in the old pay band relative to the midpoint, for placement in the new play band for select positions in departments. Staff finds that the current adjustments did not provide adequate separation for internal equity and thus created compression in the pay bands for several teams. The cost to make this adjustment is approximately $55,000, there are sufficient funds in the FY23 budget line item for implementation of the compensation study to make this adjustment. With the approval of the Town Managers report, staff will proceed with making this adjustment. As we continue to evaluate the implementation, should further compression for internal equity issues come to light, staff will bring forward any other appropriate adjustments at that time.