

Jackson Town Council Regular Meeting

March 20, 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/81200133091?pwd=V2lkbFAzWGpQdkVOZkhqQWtGaldFZz09>

If the link does not work, join at zoom.com with Webinar ID **812 0013 3091** Password: **83001**

or join by phone **+1 719 359 4580** with Webinar ID **812 0013 3091** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. Week of the Young Child

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. March 6, 2023 Special Town Council Meeting Minutes
 - 2. March 6, 2023 Regular Town Council Meeting Minutes
- B. February Municipal Court Report
- C. Disbursements
- D. Special Event: Million Dollar Music Festival (Aaron Carrillo)
- E. Salt Lake Express Bus Parking Agreement (Bruce Abel)
- F. Teton County School District Sewer Agreement (Lea Colasuonno)

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

- A. Administration
 - 1. Sister City Relationship - Lienz, Austria (Carl Pelletier)
- B. Housing
 - 1. Special Restriction for Workforce Rental Housing at Teton Gables Apartments at 255 S Hwy

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.

89 (Kristi Malone)

C. Planning

1. P22-253 Development Plan for 245 and 265 N Millward St - Continued (Katelyn Page)
2. P22-298 Request for Subdivision Plat for 105 Mercill Ave (Kayleyn Page)
3. P22-299 Mercill Partners Fee Reduction Request for Subdivision Plat at 105 Mercill Ave (Katelyn Page)
4. P23-015 Request to Amend Snake River Canyon Ranch Resort Master Plan on 12455 S. River Bend Road (Paul Anthony)
5. P23-030 Well 9 Wellhouse Design Cottonwood Park Pre Application Conference (Paul Anthony) - *This item will be continued to 4/17.*

VI. ORDINANCES

- A. Ordinance J: Neighborhood High Density-1 (NH-1) Zoning Amendment (first reading)

VII. MATTERS FROM MAYOR AND COUNCIL

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. ADJOURN

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

NATIONAL COLLABORATIVE FOR INFANTS & TODDLERS

WEEK OF THE YOUNG CHILD

WHEREAS, the first years of a child's life are the period of the most rapid brain development and lay the foundation for all future learning; and

WHEREAS, every week in Wyoming, 30,180 children are in paid childcare, and from 2010-2016, family childcare homes declined by 32.8%, resulting in fewer choices for working parents, and less lower-cost care options; and

WHEREAS, without affordable childcare, parents reduce their hours or opt out of the workforce, and 94% of parents working part-time involuntarily due to lack of childcare are women; and

WHEREAS, Paying the costs of high-quality early childhood education is a revenue-generating investment over time, resulting in a broad range of benefits that accrue to individuals and society at large and access to affordable childcare can increase labor force participation and support state and regional economic growth; and

WHEREAS, young children need skilled, educated, competent, consistent, and compensated early childhood educators; and

WHEREAS, the average wage for childcare providers, who are skilled and valuable front-line professionals who have risked their health to provide education and care, is less than \$13 per hour, with Black and Latina childcare workers making even less; and

WHEREAS, early childhood educators need the ability to earn a family-sustaining wage that is commensurate with the required education and skills they bring to the complex and valuable work they do; and

WHEREAS, the purpose of the Week of the Young Child is to recognize that healthy development and education of all children is the responsibility of all of us, and to recommit ourselves to ensuring that each and every child experiences the type of early environment – at home, at child care, at school, and in the community – that will promote their early development; and

WHEREAS, the Town of Jackson takes pride in our responsibility to protect and enhance the health, welfare and safety of residents in cost effective ways, especially for working families with young children in our area.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby pledge the Town Council's support and advocacy for supporting prenatal-to-three and early childhood education efforts that promote a healthy start at birth, support for families with infants and toddlers and high-quality care and learning environments through pre-K and further pledge that the Town of Jackson will:

- Support the efforts of Teton County, Systems of Education and other organizations in making Teton County an Early Learning Community; and
- Support the leveraging of local, state and federal investments and exploration of innovative funding strategies and revenue streams to support early childhood programming; and
- Promote prenatal-to-pre-K policies, best practices and cross coordination to improve child and family outcomes as well as service delivery and efficacy in government through streamlined processes; and

FURTHER, the Jackson Town Council does hereby declare its dedication for every young child to have access to safe, healthy, quality environments with passionate, educated, skilled, well compensated and dedicated teachers.

THEREFORE, I, Mayor Hailey Morton Levinson declare **April 2-8, 2023**, the **Week of the Young Child** in honor of all those committed to enhancing the lives of young children and their families and encourage all citizens to work to make an investment in early childhood education in our community.

DATED THIS 20th DAY OF MARCH 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

MARCH 6, 2023

JACKSON, WYOMING

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

TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Rooks, Jonathan Schechter, and Jessica Sell Chambers.

STAFF: Tyler Sinclair, Lea Colasuonno, Paul Anthony, Lynsey Lenamond, and Riley Taylor.

Interviews. Council conducted interviews with Julien Hass and Steph Wise.

Executive Session. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to recess meeting to executive session to XX. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Mayor Morton Levinson nominated Stephanie Wise to the Planning Commission/Board of Adjustment for a three-year term, expiring April 31, 2026.

A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to consent to the appointment of Stephanie Wise to the Planning Commission/Board of Adjustment for a three-year term, expiring April 31, 2026. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Mayor Morton Levinson appointed Stephanie Wise to the Planning Commission/Board of Adjustment for a three-year term, expiring April 31, 2026.

A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

The meeting adjourned at 3:03 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: March 15, 2023

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

MARCH 6, 2023

JACKSON, WYOMING

The Jackson Town Council met in special 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, Jonathan Schechter, Jim Rooks, and Jessica Sell Chambers.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Paul Anthony, Tyler Valentine, Floren Poliseo, Johnny Ziem, Brian Lenz, April Norton, Michelle Weber, Lynsey Lenamond, and Riley Taylor.

Mayor Morton Levinson proclaimed March 2023 as Red Cross Month, March 17, 2023 as National Service Recognition Day, and introduced Laura Redler, Intern with the Ecosystem Stewardship Administrator.

Public Comment. There was no public comment.

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

- A. **Meeting Minutes.** To approve the meeting minutes from the February 22, 2023 Special Town Council Meeting, February 27, 2023 Special Town Council Workshop, and February 27, 2023 Special Town Council Meeting.
- B. **Disbursements.** To approve disbursements as presented. ACE HARDWARE \$277.29; ADVANCED INDUSTRIAL SUPPLY INC \$953.28; AIRGAS INTERMOUNTAIN INC. \$45.28; ALDER ENVIRONMENTAL LLC \$24,384.50; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$48,712.62; AMAZON \$35.98; ANTLER MOTEL, INC. \$4,800.00; ARISTORENAS, MARIA \$450.00; AT&T \$346.32; AYLING, ALEX \$115.99; BADILLO, MARCELA \$450.00; BERGMAN, PIERRE \$450.00; BIG R RANCH & HOME \$109.99; BURDINE, CALEB \$2,500.00; CARQUEST AUTO PARTS INC. \$115.74; CENTURYLINK \$2,235.58; CITY OF DRIGGS \$2,444.79; COBAN TECHNOLOGIES, INC \$250.00; CONRAD & BISCHOFF INC. \$37,063.78; CONTROL SYSTEM TECHNOLOGY, INC. \$450.00; CONVERGEONE, INC \$319.72; CORE & MAIN LP \$1,130.60; DAY WIRELESS SYSTEMS \$2,436.10; DAY, JEAN \$450.00; DELTA DENTAL PLAN OF WYOMING \$6,942.83; DICK ANDERSON CONSTRUCTION \$1,611,785.33; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DPC INDUSTRIES, INC. \$5,132.90; E.R. OFFICE EXPRESS \$484.97; ENERGY LABORATORIES INC. \$464.00; FALL RIVER PROPANE \$1,037.00; FLEETPRIDE \$475.34; FODOR LAW OFFICE \$895.00; FREEDOM MAILING SERVICE INC. \$1,838.79; FRITTS, JASON \$450.00; GARMIN USA \$62.95; GE SOFTWARE \$80.00; GILLIG LLC \$446.21; GRAND TARGHEE RESORT \$313.00; HEALTHIEST YOU \$1,382.40; HERNANDEZ, BRANDON \$450.00; HIDDEN HOLLOW LLC \$2,292.43; HIGH COUNTRY LINEN \$1,744.12; ICLEI- LOCAL GOV FOR SUSTAINABILITY \$1,200.00; INTERSTATE BATTERY \$289.90; INTERWEST SUPPLY COMPANY \$4,075.60; IVY OUTDOOR SERVICES LLC \$6,000.75; JACKSON CURBSIDE INC. \$975.00; JACKSON HOLE LAW, PC \$3,005.00; JACKSON HOLE NEWS & GUIDE \$3,986.10; JEWISON, SAMUEL LEE \$14.98; JHAM, INC. \$10,326.42; JORGENSEN ASSOCIATES, PC \$18,207.50; JORGENSEN, ARNE OLAUS \$499.00; KELLAMS, GARRETT \$719.33; KENWORTH SALES COMPANY DEPT #1 \$1,346.88; KING, SARA \$767.00; KRUEGER, ERICA JADE \$450.00; LENOVO (UNITED STATES) INC. \$2,040.13; LEPCO \$5,951.41; LOPEZ, CHRYSTAL \$221.25; MEXIA, DOMINGO \$640.00; NAPA AUTO PARTS INC. \$387.21; NELSON ENGINEERING \$1,855.75; NEW WEST BUILDING COMPANY INC. \$1,500.00; NOLAND, STACY \$450.00; OMNI SECURITY SYSTEMS INC \$242.00; ON SIGHT LAND SURVEYORS INC. \$300.00; PELLETIER, CARL \$420.64; POWER ENGINEERING CO, INC \$202.00; PREMIER TRUCK- SALT LAKE CITY -\$16.63; QUADIENT FINANCE USA, INV \$1,230.84; R & A SAFETY LLC \$974.00; ROOKS, JAMES \$765.00; RT1 INC \$124.72; SAFELITE FULFILLMENT INC \$918.49; SANCHEZ-MACHUCA, ROSA \$450.00; SCHECHTER, JONATHAN \$499.00; SINGH, JOHN \$155.00; SMITH PSYCHOLOGICAL SERVICES \$400.00; SNAKE RIVER ROASTING \$277.25; SPRING CREEK ANIMAL HOSPITAL \$90.72; STANDARD INSURANCE COMPANY \$8,602.37; TETON COUNTY SHERIFF-DISPATCH \$89,882.31; TETON MOTORS INC -\$419.32; THE LODGE @ JACKSON HOLE \$78.08; THYSSEN KRUPP ELEVATOR CORP. \$3,170.75; TMSC LLC \$5,510.00; TREFONAS LAW, P.C. \$658.12; UPPER CASE PRINTING INK \$898.50; UTAH SAFETY COUNCIL \$250.00; VERIZON WIRELESS \$11,683.91; VISION SERVICE PLAN - (WY) \$1,702.97; WAMCO LAB, INC. \$650.00; WEST COAST CODE CONSULTANTS \$4,705.00; WESTBANK SANITATION \$1,011.14; WESTERN CHARTERS AND TOURS, LLC \$171,225.00; WESTERN STATE \$2,895.65; WHITE GLOVE CLEANING, INC. \$2,392.49; WSP USA ENVIRONMENT & INFRASTRUCTURE INC \$2,660.50; WY CHILD SUPPORT ENFORCEMENT \$146.76; WYOMING.COM INC \$5.00; Y2 CONSULTANTS, LLC \$9,898.12; YELLOW IRON EXCAVATION, LLC \$1,040.00

- C. **P23-023 Tack Swap Temporary Sign.** To approve temporary banner application (P23-023) for Jackson Hole Therapeutic Riding including the three conditions of approval recommended by the Planning Director in the staff report dated March 6, 2023.
- D. **Special Event: Rendezvous Festival on the Town Square.** To approve the application made by G7 Entertainment Marketing and the Travel and Tourism Board for the Rendezvous Spring Festival on the Town Square on Friday, March 31, 2023, subject to the conditions listed in the staff report.
- E. **Special Event: World Championship Hill Climb.** To approve the special event application made by the Jackson Hole Snow Devils for the 2023 World Championship Snowmobile Hill Climb, subject to the conditions and restrictions listed in the staff report.
- F. **Special Event: Snow King Ski Area Fireworks.** To approve the application made by Snow King Mountain Resort for the Sam Adams Air & Apres at Snow King Mountain fireworks display special event on Saturday, March 11, 2023, subject to the conditions listed in the staff report.
- G. **Special Event: Octane Addictions.** To approve the application made by Octane Addictions to host the Octane Addiction's Snowmobile Freestyle Show at the Teton County Fairgrounds on Saturday, March 25, 2023 subject to the conditions and restrictions listed in the staff report.
- H. **E22-003: Sidewalk Access Easement Agreement at 180 E. Deloney for Rendezvous Land Conservancy.** To approve the Easement for Public Access and Sidewalk Agreement between the Town of Jackson and the Rendezvous Land Conservancy, as presented in the attachment to this staff report, and authorize the Mayor to execute all necessary documents, subject to minor changes by staff.
- I. **P22-124: Sidewalk Access Easement Agreement for 175 E. Broadway for JH Historical Society and Museum.** To approve the Access and Maintenance Easement Agreement and the Encroachment Agreement for Landscaping between the Town of Jackson and the Jackson Hole Historical Society and Museum, as presented in the attachment to the staff report, and authorize the Mayor to execute all necessary documents, subject to minor changes by staff.
- J. **P22-199: Encroachment Agreement for 295 W. Pearl (old movie theater) for Teton Gables, LLC.** To approve the Encroachment Agreement between the Town of Jackson and Teton Gables LLC, subject to minor further changes by the Town Engineer and Town Attorney and authorize the mayor to execute the Encroachment Agreement.
- K. **Bid 23-07 W. Gill Avenue and Alley Sewer Project.** To direct staff to move forward with the project, amend the FY2023 Gill Ave. & Alley Sewer capital fund in the amount of \$920,000.00 as described herein with the next budget resolution and award the W. Gill Ave. Sanitary Sewer Service Replacement project to Ridgeline Excavation, Inc. of Jackson, Wyoming and authorize the Mayor to execute the contract, subject to minor changes by staff.

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

Bruun Blvd. Protected Bike Lane. Brian Schilling and Paul Anthony made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to direct staff to proceed with final design of a protected bike lane on the west side of Bruun Blvd., to coordinate with the Jackson Hole Historical Society and Museum on construction, and to bring final cost information and design back to Council for approval. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

P22-292 Boundary Adjustment for 105 Mercill Ave. Paul Anthony made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve a Boundary Adjustment and Replat (P22-292) for Lot 15 – 17, Block 2, of the Joseph. R. Jones subdivision, addressed as 105 Mercill Avenue, based upon the condition provided below, the departmental reviews, and subject to the staff report dated March 6, 2023:

1. Within thirty (30) calendar days from the date of Town Council approval, applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department.

P22-298 Request for Subdivision Plat for Mercill Partners, LLC at 105 Mercill Ave. Katelyn Page made staff comment. Council held discussion with staff. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to continue item P22-298 to the regularly scheduled Town Council meeting on March 20, 2023. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

P22-299 Request for Fee Reduction for P22-298 Subdivision Plat for Mercill Partners, LLC at 105 Mercill Ave. Katelyn Page made staff comment. Council held discussion with staff. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to continue item P22-299 to the regularly scheduled Town Council meeting on March 20, 2023. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

E23-0011 Sewer Easement at 145 and 105 Mercill Avenue. Brian Lenz made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve E23-0011 for a sanitary sewer easement agreement between the Town of Jackson and Teton County, Wyoming, presented in this staff report dated March 06, 2023, and subject to any minor staff modifications. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Review of Sustainable Strategies and Recommendation for FY24. Susan Scarlata made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to direct staff to include funding for the retention of Sustainable Strategies in the Fiscal Year 2024 budget request. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 23-03: A Resolution Setting a Pay Philosophy. Roxanne Robinson made staff comment. Council held discussion with staff. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to adopt Resolution 23-03 as presented, adopting the pay philosophy that was approved on December 19, 2022. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

RESOLUTION 23-03

A RESOLUTION ESTABLISHING A PAY PHILOSOPHY

WHEREAS, the Jackson Town Council recognizes the critical importance of recruiting and retaining staff members in order to provide the core services required and desired by the Town of Jackson residents, the greater Jackson Hole community and guests to our beautiful and well maintained community; and

WHEREAS, providing for the health, safety and welfare of the community we serve is core to the purpose and mission of the Town of Jackson organization; and

WHEREAS, recruiting and retaining quality employees is essential for fulfilling the vision and common values of community character set forth in the Comprehensive Plan; and

WHEREAS, in order to provide additional clarity for current and future staff and elected officials regarding the Town Council’s approach towards classification and compensation and to guide all future compensation decisions adoption of a Pay Philosophy is warranted; and

WHEREAS, establishing a Pay Philosophy by resolution reinforces the Council’s support for staff that was expressed by Council’s adoption of the Pay Philosophy as part of the actions taken to implement the Classification and Compensation Study adopted at the December 19, 2022 Town Council workshop.

NOW THEREFORE, BE IT RESOLVED that the Jackson Town Council hereby establishes the following Pay Philosophy and Key Components as outlined:

Town of Jackson Pay Philosophy

The Town of Jackson recognizes that its employees are its greatest asset in providing quality municipal services and strives to maintain a positive organizational culture. To maintain that positive culture, the Town is committed to showing how much it values its employees through comprehensive

compensation and benefits packages. The Town of Jackson's philosophy is to retain the incredible staff we have, recruit new staff fitting into our organizational culture and philosophy through providing clear and transparent pay bands, grade assignments, and an overall pay plan competitive with the market. The Town also prioritizes retention of current employees through an advancement program that fosters career progression across the organization. In addition, the Town encourages work/life balance by providing a significant paid time off program and regularly recognizes staff through appreciation awards. Going forward, the Town is committing to complete annual cost of labor check-ins to guide annual market and merit adjustments and a comprehensive compensation study every 5-7 years.

Town Pay Philosophy Key Components

The Town of Jackson:

- Strives to maintain a values based, positive organizational culture by:
 - Prioritizing culture-building training,
 - Emphasizing equity and inclusion in the workforce, and
 - Supporting a comprehensive classification and total compensation package that allows the Town to successfully attract and retain qualified employees who stay with the Town for the long-term.
- Prioritizes retention of current staff by:
 - Anchoring our pay plan utilizing a lead/lag approach to market wages,
 - Supporting an annual review and update of pay plans and wages using comparative data, and
 - Completing a comprehensive classification and compensation study every 5-7 years.
- Recognizes the need for and provides high-quality benefit packages that incentivize retention that leads to work/life balance for employees by prioritizing:
 - Health care security,
 - Long term employee retirement investment,
 - Disability insurance coverage, and
 - Significant paid time off program.
- Defines the market for employees by comparing with peer rocky mountain resort communities for all positions, and other regional peer and private sector organizations for non-exempt and public safety positions.
- Defines 3 separate open range Title and Grade Structures for Exempt, Non-Exempt, and Public Safety with supplemental income options that allows the Town to:
 - Set a narrower range spread for non-exempt employees in order to adequately recruit at a competitive starting wage while recognizing the potential for a shorter time frame to achieve proficiency,
 - Identify sworn law enforcement as a separate critical class of non-exempt professionals,
 - Provide flexibility in determining merit increases as one of the initial steps in the annual budgeting process, and
 - Augment hourly wages for priority targeted activities and positions.
- Supports recognition and retention of employees through formalization of an advancement program to foster career progression for multiple positions throughout the organization with a corresponding wage increase.

PASSED, APPROVED, AND ADOPTED this 6th day of March, 2023.

Matters from Mayor and Council. Council discussed liaison roles and reports back to Council. A motion was made by Jessica Sell Chambers and seconded by Mayor Morton Levinson to direct the Town Manager or their designee to add reporting out on Council travel, training, and meetings to the liaison reporting item already scheduled, or to schedule as a separate item if appropriate. Mayor Morton Levinson called for the vote. The vote showed 4-1 with Mayor Morton Levinson, Jim Rooks, Jonathan Schechter, and Jessica Sell Chambers in favor and Arne Jorgensen opposed. The motion carried. Council also discussed the frequency of updates from Joint Boards.

Destination Stewardship Council Appointments. Tyler Sinclair made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Town of Jackson participation in the Destination Stewardship Council and appoint Arne

Jorgensen to serve as the Town’s representative on the Destination Stewardship Council. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Matters from the Town Manager.

Town Manager’s Report. Tyler Sinclair made staff comment. Council held discussion with staff. The report contained a reminder of the FY24 budget calendar. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve the Town Manager’s Report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 7:50 p.m. Minutes: rt.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: March 15, 2023

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT FOR THE MONTH OF FEBRUARY 2023**

During the month of February, the Court received \$27,283 net in fines, costs, fees, and bonds.
502 citations were issued: 431 parking citations, 71 summons.
44 cases were dismissed: 26 parking violations.

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

CLOSED CASES (Summons only)

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
186005037AC	Breach Of Peace	BF	100
186004868AC	Criminal Trespass	BF	250
186004912AC	Defacing Or Destroying Property	BF	250
186004884AC	Fail To Give Appropriate Signal	BF	90
186005187AC	Failure To Display Valid License Plate, Tabs, Permits	BF	90
186005032AC	Failure To Obey Traffic Control Device	BF	140
186004895AC	Failure To Obey Traffic Control Device	BF	140
186005083AC	Failure To Stop At A Red Light	BF	140
186005192AC	Failure To Stop At A Red Light	BF	140
186005007AC	Failure To Yield Row	BF	90
186005135AC	Failure To Yield Row	BF	90
186005063AC	Failure To Yield Row	BF	90
186005130AC	Failure To Yield Row	BF	90
186005034AC	Following Too Close	BF	90
186005004AC	Following Too Close	BF	90
186005188AC	Following Too Close	BF	90
186005229AC	Following Too Close	BF	90
186005170AC	Improper Display Of Tabs-registration	BF	45
186004937AC	Improper Display Of Tabs-registration	BF	45
186005091AC	Improper Display Of Tabs-registration	BF	100
186005226AC	Improper Passing	BF	90
186005139AC	Limitations On Backing	BF	90
186005233AC	Limitations On Backing	BF	90
186005211AC	Limitations On Backing	BF	90
186004733AC	Limitations On Backing	BF	90
186005124AC	Limitations On Backing	BF	90
186005008AC	Mph Over Limit Bond 30/25	BF	65
186004725AC	Mph Over Limit Bond 35/25	BF	50
186004777AC	Mph Over Limit Bond 37/25	BF	174
186005137AC	Mph Over Limit Bond 40/30	BF	140
186004910AC	Mph Over Limit Bond 42/25	BF	209
186004908AC	Mph Over Limit Bond 42/25	BF	209
186005232AC	Mph Over Limit Bond 43/30	BF	181
186005090AC	Mph Over Limit Bond 43/30	BF	181
186005203AC	Mph Over Limit Bond 44/30	BF	188
186004911AC	Mph Over Limit Bond 48/30	BF	216
186004892AC	Mph Over Limit Bond 49/30	BF	223
186005092AC	Mph Over Limit Bond 50/30	BF	240
186005209AC	Mph Over Limit Bond 51/35	BF	202
186005223AC	Passing A School Bus	BF	250
186005222AC	Passing A School Bus	BF	440
186005058AC	Public Intoxication	BF	50
186005112AC	Public Intoxication	BF	135
186005256AC	Public Urination	BF	120
186005140AC	Speed Too Fast For Conditions	BF	90
186005009AC	Speeding 48/40	BF	40
186005200AC	Stop Sign Violation	BF	140
186005228AC	Stop Sign Violation	BF	140
186005252AC	Turning Left At Intersection	BF	90
186005023AC	Turning Left At Intersection	BF	90
186004722AC	Turning Left At Intersection	BF	100
186005313AC	Turning Left At Intersection	BF	90
186005109AC	Unlawful Contact Or Touching	BF	50
186004969AC	Unsafe Turning Movement	BF	100
186004954AC	Unsafe Turning Movement	BF	100
186005171AC	Valid License Plate/temp Permit Required	BF	140
98104N	Drive/control Veh Under Infl Alcohol Concentration 0.08% Or More	D- Per Town's Motion	0
186004791AC	Duty To Give Information And Render Aid	D- Per Town's Motion	0
186004751AC	Duty Upon Colliding With Unattended Vehicle Or Property	D- Per Town's Motion	0
186004987AC	Following Too Close	D- Per Town's Motion	0
186005108AC	Improper Display Of Tabs-registration	D- Per Town's Motion	0
186004991AC	Mph Over Limit Bond 42/30	D- Per Town's Motion	0
186004557AC	Open Container	D- Per Town's Motion	0

186004558AC	Public Intoxication	D- Per Town's Motion	0
186004561AC	Stop Sign Violation	D- Per Town's Motion	0
186004473AC	Tail Lamps Required	D- Per Town's Motion	0
186005131AC	Unlawful Contact Or Touching	D- Per Town's Motion	0
186004472AC	Vehicle Shall Have At Least 2 Headlamps	D- Per Town's Motion	0
98060N	Driving/control Of Vehicle While Intox	DA - In accordance with W.S. 7-13-301	0
01063M	Driving/control Of Vehicle While Intox	DA - In accordance with W.S. 7-13-301	760
01825M	Driving/control Of Vehicle While Intox	DA - In accordance with W.S. 7-13-301	760
186000995AC	Renders Incapable Of Safely Driving: Alcohol/controlled Subst.	DA - In accordance with W.S. 7-13-301	0
186005184AC	Compulsory Auto Insurance	D-Provided Valid Information	0
186005080AC	Speed Too Fast For Conditions	D-TS	0
186002955AC	Renders Incapable Of Safely Driving: Alcohol/controlled Subst.	GP	810

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
328	842-NCBERS GROUP WYOMIN	030123	PAYROLL DEDUCTIONS	03/01/2023	96.00	96.00	03/06/2023
Total 328:					96.00	96.00	
51	ACE HARDWARE	815923	SEAL	02/16/2023	22.48	22.48	03/15/2023
51	ACE HARDWARE	816321	CLAMPLS	02/22/2023	14.66	14.66	03/15/2023
51	ACE HARDWARE	816342	CREDIT	02/22/2023	13.66	13.66	03/15/2023
51	ACE HARDWARE	816427	LADDER	02/23/2023	99.98	99.98	03/15/2023
51	ACE HARDWARE	817405	PAINTBRUSH	03/06/2023	7.16	7.16	03/15/2023
51	ACE HARDWARE	818013	CONNECTORS	03/12/2023	10.85	10.85	03/15/2023
Total 51:					141.47	141.47	
2269	AFLAC	867626	ACCOUNT #y9599	02/25/2023	2,399.87	2,399.87	03/06/2023
Total 2269:					2,399.87	2,399.87	
6900	ALDER ENVIRONMENTAL LLC	3034	THAW WELL #3	03/01/2023	375.00	375.00	03/15/2023
Total 6900:					375.00	375.00	
6686	Allegiance Benefit Plan Manage, I	030923	claims	03/29/2023	4,611.99	4,611.99	03/13/2023
Total 6686:					4,611.99	4,611.99	
6524	ALPHAGRAPHICS	JX-299995	CETIFICATES	02/15/2023	334.97	334.97	03/15/2023
Total 6524:					334.97	334.97	
3213	ALTA PLANNING & DESIGN	22-047-9	PATHWAYS	02/27/2023	3,036.00	3,036.00	03/15/2023
Total 3213:					3,036.00	3,036.00	
5726	AMAZON	1FMP-P7GJ-6	TONER	03/02/2023	885.20	.00	
5726	AMAZON	1K77-1QFR-94	TONER	02/02/2023	245.28	.00	
5726	AMAZON	748021639462	AWS SERVICE	01/31/2023	78.99	.00	
Total 5726:					1,209.47	.00	
6583	BESTDRIVE IDAHO FALLS	29003935	HSR 2	02/27/2023	5,272.40	5,272.40	03/15/2023
Total 6583:					5,272.40	5,272.40	
4774	BIG R RANCH & HOME	1605646	COAT	03/10/2023	119.99	119.99	03/15/2023
Total 4774:					119.99	119.99	
3500	BISON LUMBER	207-786950	Reverse void	07/21/2022	167.74	167.74	10/31/2022
3500	BISON LUMBER	2207-787473	Reverse void	07/27/2022	110.75	110.75	10/31/2022
Total 3500:					278.49	278.49	
1560	BLUE SPRUCE CLEANERS,INC	030123	DRY CLEANING PD	03/01/2023	127.58	127.58	03/15/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1560:					127.58	127.58	
4634	BREAKFAST ROTARY OF JH	2503	QUARTERLY DUES WEBER	02/01/2023	175.00	175.00	03/15/2023
Total 4634:					175.00	175.00	
7077	BURKHOLDER, SHAWN	031423	APRIL RENT	03/14/2023	1,850.00	.00	
Total 7077:					1,850.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-603187	brake PADS	02/24/2023	130.79	130.79	03/15/2023
Total 5:					130.79	130.79	
2876	CAST	1697	MEMBERSHIP DUES	03/01/2023	630.00	630.00	03/15/2023
Total 2876:					630.00	630.00	
544	CENTURYLINK	629025585	Monthly bill for account 75912352	02/20/2023	164.16	164.16	03/15/2023
Total 544:					164.16	164.16	
6257	CERTIFIED LABORATORIES	8112148	EXTREME GREEN	02/08/2023	457.90	457.90	03/15/2023
6257	CERTIFIED LABORATORIES	8115061	AEROSOL	02/10/2023	1,098.85	1,098.85	03/15/2023
Total 6257:					1,556.75	1,556.75	
514	CONRAD & BISCHOFF INC.	IN-335833-23	FUEL	02/20/2023	1,365.00	1,365.00	03/15/2023
Total 514:					1,365.00	1,365.00	
4887	CONTROL SYSTEM TECHNOLO	10758	CONTROL SERVICE	02/22/2023	1,891.50	1,891.50	03/15/2023
Total 4887:					1,891.50	1,891.50	
1691	CORE & MAIN LP	R926467	PRECODER PIT	02/24/2023	4,026.40	4,026.40	03/15/2023
1691	CORE & MAIN LP	S309589	PRECODER PIT	02/24/2023	4,374.83	4,374.83	03/15/2023
1691	CORE & MAIN LP	S320227	CHAMBER	02/24/2023	7,000.50	7,000.50	03/15/2023
Total 1691:					15,401.73	15,401.73	
65	DELCON INC	1255	SNOW KING BOOSTER STATIO	10/17/2022	250.00	250.00	03/15/2023
Total 65:					250.00	250.00	
6883	DIVISION OF CHILD SUPPORT	03092023	DCSE CASE #0005405448	03/09/2023	509.23	509.23	03/09/2023
Total 6883:					509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	030323	VICTIM SURCHARGE FEBRUAR	03/03/2023	150.00	150.00	03/15/2023
Total 2175:					150.00	150.00	
3408	E.R. OFFICE EXPRESS	20584	PAPER and pens	01/17/2023	148.49	148.49	03/15/2023
Total 3408:					148.49	148.49	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1134	ENERGY LABORATORIES INC.	523008	THAW WELL	12/13/2022	172.00	172.00	03/15/2023
1134	ENERGY LABORATORIES INC.	528328	WORK ORDER	01/09/2023	119.00	119.00	03/15/2023
1134	ENERGY LABORATORIES INC.	537838	WATER QUALITY REPORT	03/06/2023	125.00	125.00	03/15/2023
1134	ENERGY LABORATORIES INC.	539028	INFLUENT AND EFFLUENT	03/10/2023	200.00	200.00	03/15/2023
Total 1134:					616.00	616.00	
6552	ETNA TRADE PARK LLC	031423	APRIL RENT	03/14/2023	4,062.00	.00	
Total 6552:					4,062.00	.00	
4294	FIRE SERVICES OF IDAHO	12491390	ANIMAL SHELTER	12/20/2022	387.50	387.50	03/15/2023
Total 4294:					387.50	387.50	
2549	FIRST TRANSIT	11858958	CONTRACT SERVICES	01/23/2023	14,361.48	14,361.48	03/15/2023
2549	FIRST TRANSIT	11869311	CONTRACT SERVICES	03/03/2023	28,689.37	28,689.37	03/15/2023
Total 2549:					43,050.85	43,050.85	
4709	FLEETPRIDE	105987035	HEATER HOSE	02/27/2023	33.00	33.00	03/15/2023
Total 4709:					33.00	33.00	
6676	Fodor Law Office	3552	LEGAL SERVICES	03/13/2023	1,107.50	1,107.50	03/15/2023
Total 6676:					1,107.50	1,107.50	
668	FREEDOM MAILING SERVICE I	44893	INSERT BEAR WISE	03/08/2023	47.09	47.09	03/15/2023
668	FREEDOM MAILING SERVICE I	44893	UTILITY BILLING	03/08/2023	890.26	890.26	03/15/2023
668	FREEDOM MAILING SERVICE I	44893	UTILITY BILLING	03/08/2023	890.26	890.26	03/15/2023
Total 668:					1,827.61	1,827.61	
4705	GYM OUTFITTERS INC	8048	TREADMILLS	02/28/2023	6,000.00	6,000.00	03/15/2023
Total 4705:					6,000.00	6,000.00	
96	HIGH COUNTRY LINEN	0360745	MATS @ shelter	02/01/2023	79.09	79.09	03/15/2023
96	HIGH COUNTRY LINEN	0363070	MATS @ SHELTER	02/15/2023	81.15	81.15	03/15/2023
96	HIGH COUNTRY LINEN	0363313	ADMIN	02/16/2023	5.27	5.27	03/15/2023
96	HIGH COUNTRY LINEN	0363313	SEWER	02/16/2023	13.30	13.30	03/15/2023
96	HIGH COUNTRY LINEN	0363313	SHOP SUPPLIES	02/16/2023	6.85	6.85	03/15/2023
96	HIGH COUNTRY LINEN	0363313	FACILITY	02/16/2023	19.95	19.95	03/15/2023
96	HIGH COUNTRY LINEN	0363313	WATER	02/16/2023	17.21	17.21	03/15/2023
96	HIGH COUNTRY LINEN	0363313	BUILD MAINT	02/16/2023	16.17	16.17	03/15/2023
96	HIGH COUNTRY LINEN	0363313	WWTP	02/16/2023	17.20	17.20	03/15/2023
96	HIGH COUNTRY LINEN	0363313	FLEET	02/16/2023	33.94	33.94	03/15/2023
96	HIGH COUNTRY LINEN	0363313	ADMIN	02/16/2023	5.28	5.28	03/15/2023
96	HIGH COUNTRY LINEN	0363313	CREDIT	02/16/2023	7.26-	7.26-	03/15/2023
96	HIGH COUNTRY LINEN	0363313	STREET	02/16/2023	16.04	16.04	03/15/2023
96	HIGH COUNTRY LINEN	0364491	BUILD MAINT	02/23/2023	25.96	25.96	03/15/2023
96	HIGH COUNTRY LINEN	0364491	SHOP SUPPLIES	02/23/2023	6.85	6.85	03/15/2023
96	HIGH COUNTRY LINEN	0364491	STREET	02/23/2023	20.94	20.94	03/15/2023
96	HIGH COUNTRY LINEN	0364491	ADMIN	02/23/2023	3.33	3.33	03/15/2023
96	HIGH COUNTRY LINEN	0364491	WATER	02/23/2023	20.81	20.81	03/15/2023
96	HIGH COUNTRY LINEN	0364491	SEWER	02/23/2023	18.20	18.20	03/15/2023
96	HIGH COUNTRY LINEN	0364491	ADMIN	02/23/2023	3.32	3.32	03/15/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0364491	WWTP	02/23/2023	13.30	13.30	03/15/2023
96	HIGH COUNTRY LINEN	0364491	WATER	02/23/2023	3.60-	3.60-	03/15/2023
96	HIGH COUNTRY LINEN	0364491	fACILITY	02/23/2023	13.30	13.30	03/15/2023
96	HIGH COUNTRY LINEN	0364491	FLEET	02/23/2023	30.04	30.04	03/15/2023
96	HIGH COUNTRY LINEN	0365675	WATER	03/02/2023	20.81	20.81	03/15/2023
96	HIGH COUNTRY LINEN	0365675	BUILD MAINT	03/02/2023	15.36	15.36	03/15/2023
96	HIGH COUNTRY LINEN	0365675	WWTP	03/02/2023	13.30	13.30	03/15/2023
96	HIGH COUNTRY LINEN	0365675	FLEET	03/02/2023	30.04	30.04	03/15/2023
96	HIGH COUNTRY LINEN	0365675	ADMIN	03/02/2023	3.32	3.32	03/15/2023
96	HIGH COUNTRY LINEN	0365675	STREET	03/02/2023	17.42	17.42	03/15/2023
96	HIGH COUNTRY LINEN	0365675	ADMIN	03/02/2023	3.33	3.33	03/15/2023
96	HIGH COUNTRY LINEN	0365675	WATER	03/02/2023	3.60-	3.60-	03/15/2023
96	HIGH COUNTRY LINEN	0365675	SEWER	03/02/2023	14.67	14.67	03/15/2023
96	HIGH COUNTRY LINEN	0365675	shop SUPPLIES	03/02/2023	6.85	6.85	03/15/2023
96	HIGH COUNTRY LINEN	0365675	fACILITY	03/02/2023	13.30	13.30	03/15/2023
Total 96:					591.44	591.44	
36	IDAHO STATE TAX COMMISSIO	030323	FEBRUARY WITHHOLDINGS	03/03/2023	5,013.00	5,013.00	03/06/2023
Total 36:					5,013.00	5,013.00	
6720	IMMIGRANT HOPE	031323	LEGAL PROGRAM FEES	03/13/2023	1,406.25	1,406.25	03/15/2023
Total 6720:					1,406.25	1,406.25	
6954	IVY OUTDOOR SERVICES LLC	0000032	FEBRUARY TRASH CANS	03/01/2023	4,254.00	4,254.00	03/15/2023
Total 6954:					4,254.00	4,254.00	
2	JACKSON CURBSIDE INC.	00030677	DOWNTOWN RECYCLING	02/10/2023	1,090.00	1,090.00	03/15/2023
Total 2:					1,090.00	1,090.00	
131	JACKSON HOLE NEWS & GUID	349130B	AD#413782	01/18/2023	99.00	99.00	03/15/2023
131	JACKSON HOLE NEWS & GUID	349748	AD#414615	02/08/2023	31.50	31.50	03/15/2023
131	JACKSON HOLE NEWS & GUID	350107	AD#415129	02/22/2023	139.50	139.50	03/15/2023
131	JACKSON HOLE NEWS & GUID	350108	AD#415130	02/22/2023	121.50	121.50	03/15/2023
131	JACKSON HOLE NEWS & GUID	350109	AD#415131	02/22/2023	72.00	72.00	03/15/2023
131	JACKSON HOLE NEWS & GUID	350170	AD#415134	02/22/2023	31.50	31.50	03/15/2023
131	JACKSON HOLE NEWS & GUID	350453	415224	03/01/2023	45.00	45.00	03/15/2023
131	JACKSON HOLE NEWS & GUID	350513	AD#415263	03/01/2023	410.40	410.40	03/15/2023
131	JACKSON HOLE NEWS & GUID	350514	AD#415264	03/01/2023	604.80	604.80	03/15/2023
131	JACKSON HOLE NEWS & GUID	350612	AD#415225	03/08/2023	81.00	81.00	03/15/2023
131	JACKSON HOLE NEWS & GUID	350660	AD#414491	03/08/2023	216.00	216.00	03/15/2023
131	JACKSON HOLE NEWS & GUID	350661	AD#414494	03/08/2023	216.00	216.00	03/15/2023
Total 131:					2,068.20	2,068.20	
139	JORGENSEN ASSOCIATES, PC	50759	19137 FLAT CREEK SEWER	02/20/2023	3,506.88	3,506.88	03/15/2023
139	JORGENSEN ASSOCIATES, PC	50759	19137 FLAT CREEK SEWER	02/20/2023	5,750.00	5,750.00	03/15/2023
139	JORGENSEN ASSOCIATES, PC	50759	19137 FLAT CREEK SEWER	02/20/2023	3,506.88	3,506.88	03/15/2023
139	JORGENSEN ASSOCIATES, PC	50774	PAY APP #6 CONSULTING	02/24/2023	46,072.50	46,072.50	03/15/2023
Total 139:					58,836.26	58,836.26	
4275	JORGENSEN, ARNE OLAUS	013023	void	01/30/2023	499.00-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4275:					499.00-	.00	
2485	KENWORTH SALES COMPANY	004P13207	FILTERS	02/23/2023	241.02	241.02	03/15/2023
Total 2485:					241.02	241.02	
7205	LANGLEY, ANNETTE	03152023	REIMBURSE FOR GARBAGE PI	03/15/2023	217.88	.00	
Total 7205:					217.88	.00	
156	LOWER VALLEY ENERGY INC	92050-002 02-	3150 S ADAMS CANYON DR, JA	02/28/2023	443.93	443.93	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-003 02-	SPRUCE DR PUMP HOUSE, JA	02/28/2023	362.68	362.68	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-008 02-	CEMETERY, JACKSON, WY 20	02/28/2023	16.24	16.24	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-010 02-	ELY SPRINGS RD WELL 6,7,8, J	02/28/2023	1,612.62	1,612.62	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-014 02-	135 E BROADWAY AVE HEAT TA	02/28/2023	17.99	17.99	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-017 02-	WASTE WATER TRTMT INTERM	02/28/2023	100.06	100.06	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-019 02-	RANGEVIEW DR LIFT PUMP CO	02/28/2023	103.24	103.24	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-021 02-	150 E PEARL AVE, JACKSON, W	02/28/2023	1,736.71	1,736.71	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-024 02-	1605 BERGER LN SEWER LIFT	02/28/2023	30.46	30.46	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-025 02-	450 W SNOW KING AVE NEW S	02/28/2023	789.77	789.77	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-026 02-	450 W SNOW KING AVE SHOP, J	02/28/2023	305.81	305.81	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-044 02-	SNOW KING ESTATES BOOSTE	02/28/2023	250.65	250.65	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-047 02-	WASTE WATER TRTMT UV BLD	02/28/2023	133.17	133.17	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-049 02-	WASTE WATER TRTMT PTB 545	02/28/2023	8,695.14	8,695.14	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-050 02-	2 MG TANK, JACKSON, WY 200	02/28/2023	25.55	25.55	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-051 02-	WELL #5 KARNs MEADOW DR,	02/28/2023	2,878.44	2,878.44	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-052 02-	675 E BROADWAY AVE WELL #1	02/28/2023	1,602.08	1,602.08	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-053 02-	WELLS #2 & #3, JACKSON, WY	02/28/2023	130.40	130.40	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-054 02-	CITY WELL ELK REF 1, JACKSO	02/28/2023	72.10	72.10	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-055 02-	CITY WELL ELK REF 2, JACKSO	02/28/2023	179.09	179.09	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-059 02-	440 W SNOW KING AVE POLICE	02/28/2023	322.18	322.18	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-060 02-	400 W SNOW KING AVE S GAR,	02/28/2023	1,689.98	1,689.98	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-061 02-	400 W SNOW KING AVE PUBLIC	02/28/2023	1,588.13	1,588.13	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-074 02-	CRABTREE LN THAW WELL #2,	02/28/2023	434.17	434.17	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-075 02-	HIGH SCHOOL RD THAW WELL	02/28/2023	245.07	245.07	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-078 02-	145 W HANSEN AVE FRONT, JA	02/28/2023	105.20	105.20	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-079 02-	145 W HANSEN AVE BACK, JAC	02/28/2023	182.28	182.28	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-082 02-	400 W SNOW KING AVE E STOR	02/28/2023	596.78	596.78	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-090 02-	955 MAPLE WAY, JACKSON, WY	02/28/2023	194.62	194.62	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-092 02-	3150 S ADAMS CANYON DR ANI	02/28/2023	810.22	810.22	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-102 02-	145 W HANSEN AVE FRONT, JA	02/28/2023	95.30	95.30	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	02/28/2023	3,008.24	3,008.24	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-106 02-	940 SIMON LN, JACKSON, WY	02/28/2023	191.70	191.70	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-114 02-2	210 N CACHE ST HOME RANCH	02/28/2023	411.81	411.81	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-126 02-	SPRING WATER LN LIFT STATIO	02/28/2023	31.35	31.35	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-127 02-	3337 S CODY CREEK DR LIFT S	02/28/2023	424.00	424.00	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-131 02-	195 E DELONEY AVE RESTROO	02/28/2023	414.39	414.39	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-132 02-	160 S MILLWARD ST PARKING	02/28/2023	2,030.20	2,030.20	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-134 02-	160 S MILLWARD ST PARKING	02/28/2023	6.34	6.34	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-334 02-	JOSEPHINE LOOP LOT 15 LIFT	02/28/2023	139.04	139.04	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-341 02-	210 N CACHE ST HOME RANCH	02/28/2023	92.72	92.72	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-345 02-	930 SIMON LN, JACKSON, WY	02/28/2023	197.15	197.15	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-356 02-	55 KARNs MEADOW DR START	02/28/2023	4,787.81	4,787.81	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-357 02-	55 KARNs MEADOW DR START	02/28/2023	8,781.98	8,781.98	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-359 02-	MILLER PARK PARKING LOT CH	02/28/2023	127.10	127.10	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-361 02-	625 W BROADWAY AVE NEW P	02/28/2023	23.09	23.09	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-363 02-	455 VINE ST UTIL, JACKSON, W	02/28/2023	71.31	71.31	03/15/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-364 02-	65 VIRGINIAN LN #5, JACKSON,	02/28/2023	104.04	104.04	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-365 02-	65 VIRGINIAN LN #7, JACKSON,	02/28/2023	79.75	79.75	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-367 02-	455 VINE ST APT #3, JACKSON,	02/28/2023	78.20	78.20	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-368 02-	455 VINE ST APT #4, JACKSON,	02/28/2023	89.79	89.79	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-370 02-	2022 WILDFLOWER CT, JACKS	02/28/2023	175.22	175.22	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-371 02-	2022 WILDFLOWER CT, JACKS	02/28/2023	47.96	47.96	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-374 02-	455 VINE ST APT #1, JACKSON,	02/28/2023	120.33	120.33	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-375 02-	155 E PEARL AVE, JACKSON, W	02/28/2023	23.48	23.48	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-376 02-	149 E PEARL AVE, JACKSON, W	02/28/2023	267.03	267.03	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-378 02-	145 E PEARL AVE #A EAST, JAC	02/28/2023	118.95	118.95	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-381 02-	915 SIMON LN, JACKSON, WY	02/28/2023	195.98	195.98	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-383 02-	SNOW KING DR WATER TANK C	02/28/2023	22.38	22.38	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-385 02-	85 N SPRING GULCH RD SPRIN	02/28/2023	324.92	324.92	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-388 02-	121 SHERWOOD CT BLDG 2 BU	02/28/2023	30.35	30.35	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-389 02-	1640 MARTIN LN LIFT STATION,	02/28/2023	30.78	30.78	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-390 02-	400 W SNOW KING AVE HOUSI	02/28/2023	190.69	190.69	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-391 02-	400 W SNOW KING AVE PARK M	02/28/2023	797.88	797.88	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-392 02-	400 W SNOW KING AVE ADMIN,	02/28/2023	722.06	722.06	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-393 02-	400 W SNOW KING AVE EMPLO	02/28/2023	1,024.55	1,024.55	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-395 02-	145 E PEARL AVE #C LOFT, JAC	02/28/2023	97.62	97.62	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-396 02-	145 E PEARL AVE HSE/CMN, JA	02/28/2023	133.04	133.04	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-397 02-	145 E PEARL AVE #B WEST, JA	02/28/2023	86.76	86.76	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-398 02-	155 E PEARL AVE, JACKSON, W	02/28/2023	146.93	146.93	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-399 02-	155 E PEARL AVE, JACKSON, W	02/28/2023	103.86	103.86	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-401 02-	455 VINE ST APT #2, JACKSON,	02/28/2023	86.96	86.96	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-405 02-	3585 S CANADIAN DR, JACKSO	02/28/2023	196.06	196.06	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-406 02-	3585 S CANADIAN DR, JACKSO	02/28/2023	21.43	21.43	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-407 02-	130 E KELLY AVE #23, JACKSO	02/28/2023	50.58	50.58	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-409 02-	6905 W HWY 22 RENTAL, WILS	02/28/2023	189.82	189.82	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-410 02-	910 SMITH LN, JACKSON, WY	02/28/2023	246.49	246.49	03/15/2023
156	LOWER VALLEY ENERGY INC	92050-413 02-	76 E CIRCLE DR, THAYNE, WY	02/28/2023	99.71	99.71	03/15/2023
Total 156:					52,391.89	52,391.89	
7112	MARKMAN, JASON	031423	APRIL RENT	03/14/2023	1,900.00	.00	
Total 7112:					1,900.00	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0171	MONTHLY RENT	03/01/2023	35,000.00	.00	
Total 6770:					35,000.00	.00	
257	NAPA AUTO PARTS INC.	113746	CIRCUIT BREAKER	12/28/2022	55.99	55.99	03/15/2023
257	NAPA AUTO PARTS INC.	115998	DEF	01/10/2023	82.95	82.95	03/15/2023
257	NAPA AUTO PARTS INC.	116418	DEF	01/11/2023	99.54	99.54	03/15/2023
257	NAPA AUTO PARTS INC.	117744	DEF	01/19/2023	99.54	99.54	03/15/2023
257	NAPA AUTO PARTS INC.	120246	DEF	02/01/2023	82.95	82.95	03/15/2023
257	NAPA AUTO PARTS INC.	123606	BREAKER	02/20/2023	22.58	22.58	03/15/2023
257	NAPA AUTO PARTS INC.	123974	FLOOR MATS	02/22/2023	243.68	243.68	03/15/2023
257	NAPA AUTO PARTS INC.	124008	FUSE	02/22/2023	10.29	10.29	03/15/2023
257	NAPA AUTO PARTS INC.	124019	FILTER	02/22/2023	25.49	25.49	03/15/2023
257	NAPA AUTO PARTS INC.	124053	FILTERS	02/22/2023	43.29	43.29	03/15/2023
257	NAPA AUTO PARTS INC.	124062	SEAT COERS	02/22/2023	237.49	237.49	03/15/2023
257	NAPA AUTO PARTS INC.	124479	FILTER	02/24/2023	53.32	53.32	03/15/2023
257	NAPA AUTO PARTS INC.	124614	WIPER BLADES	02/24/2023	345.48	345.48	03/15/2023
257	NAPA AUTO PARTS INC.	124784	ROTORS AND PADS	02/27/2023	365.00	365.00	03/15/2023
257	NAPA AUTO PARTS INC.	124834	WIPER BLADES	02/27/2023	462.56	462.56	03/15/2023
257	NAPA AUTO PARTS INC.	124837	LAMP	02/27/2023	95.36	95.36	03/15/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 257:					2,325.51	2,325.51	
187	NELSON ENGINEERING	60857	22-255 TOJ WELL HOUSE	01/31/2023	18,757.50	18,757.50	03/15/2023
187	NELSON ENGINEERING	60913	22-278 SEWER MASTERPLAN	02/27/2023	2,030.00	2,030.00	03/15/2023
187	NELSON ENGINEERING	61049	22-255 TOJ WELL HOUSE	02/28/2023	36,000.75	36,000.75	03/15/2023
Total 187:					56,788.25	56,788.25	
6182	NORMAND, JACOB	021923	DUTY BOOTS	02/19/2023	88.00	.00	
Total 6182:					88.00	.00	
4346	OFFICE OF STATE LANDS & INV	022723	WATER STORAGE TANK LEASE	02/27/2023	25,501.44	25,501.44	03/15/2023
Total 4346:					25,501.44	25,501.44	
513	ON SIGHT LAND SURVEYORS I	022223	P22-298	02/22/2023	900.00	900.00	03/15/2023
Total 513:					900.00	900.00	
5047	OPEN CREATIVE	6717	SPET ADS	10/26/2022	917.14	917.14	03/15/2023
Total 5047:					917.14	917.14	
7070	PEAK WATER SERVICES, LLC	INVPWS635	PUMP	09/13/2022	4,271.25	4,271.25	03/15/2023
Total 7070:					4,271.25	4,271.25	
5026	PELLETIER, CARL	022823	REIMBURSE	02/28/2023	40.00	.00	
Total 5026:					40.00	.00	
7197	PETERS, DESTIN	10102022	RETURN BOND B22-0931	03/15/2023	4,000.00	4,000.00	03/15/2023
Total 7197:					4,000.00	4,000.00	
6594	PROTERRA	1054954	WATER PUMP	02/14/2023	1,232.00	1,232.00	03/15/2023
6594	PROTERRA	1055607	VALVE AND SENSORS	02/24/2023	550.89	550.89	03/15/2023
Total 6594:					1,782.89	1,782.89	
7066	R & A SAFETY LLC	41539	PRE-EMPLOY	02/14/2023	90.50	90.50	03/15/2023
7066	R & A SAFETY LLC	41545	RANDOM	02/16/2023	90.50	90.50	03/15/2023
7066	R & A SAFETY LLC	41565	RANDOM	02/21/2023	115.50	115.50	03/15/2023
7066	R & A SAFETY LLC	41582	PRE EMPLOY	02/24/2023	90.50	90.50	03/15/2023
7066	R & A SAFETY LLC	41593	RANDOM	02/28/2023	115.50	115.50	03/15/2023
Total 7066:					502.50	502.50	
6404	SAARI, CHRISTOPHER	030823	REIMBURSE DOT PHYSICAL	03/08/2023	155.00	.00	
Total 6404:					155.00	.00	
6644	SAFE FLEET ACQUISITION COR	50630	FOCUS	01/26/2023	250.00	250.00	03/15/2023
Total 6644:					250.00	250.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7189	SAUNDERS RANCH COMPANY	536	TOW	02/28/2023	600.00	600.00	03/15/2023
Total 7189:					600.00	600.00	
7203	SCHWARTZ, ANDY	020223	LOBBY SERVICES	02/02/2023	10,000.00	10,000.00	03/15/2023
7203	SCHWARTZ, ANDY	022723	LOBBY SERVICES	02/27/2023	3,000.00	3,000.00	03/15/2023
Total 7203:					13,000.00	13,000.00	
4720	SILVERSTAR	54639-0323	MONTHLY SERVICES	03/01/2023	2,696.10	2,696.10	03/15/2023
4720	SILVERSTAR	654791 0323	MONTHLY SERVICE	03/10/2023	869.73	869.73	03/15/2023
Total 4720:					3,565.83	3,565.83	
6657	SIMON ASSOCIATES LLC	I-960	GEOLOGIST S HWY 89	03/03/2023	775.00	775.00	03/15/2023
6657	SIMON ASSOCIATES LLC	I-966	23-392 GEOLOGIST	03/08/2023	348.75	348.75	03/15/2023
Total 6657:					1,123.75	1,123.75	
5460	SMITH, CHRISTIAN	022823	DUTY BOOTS	02/28/2023	99.99	.00	
Total 5460:					99.99	.00	
6136	SOLV BUSINESS SOLUTIONS-S	428906	INVESTIGATIONS	02/22/2023	459.00	459.00	03/15/2023
Total 6136:					459.00	459.00	
1505	SPRING CREEK ANIMAL HOSPI	5334605635	ANIMAL CARE	02/21/2023	122.02	122.02	03/15/2023
1505	SPRING CREEK ANIMAL HOSPI	5334605636	CAT FOOD	02/21/2023	128.78	128.78	03/15/2023
1505	SPRING CREEK ANIMAL HOSPI	5334605637	ANIMAL CARE	02/21/2023	108.88	108.88	03/15/2023
1505	SPRING CREEK ANIMAL HOSPI	5334605946	CAT FOOD	02/28/2023	114.38	114.38	03/15/2023
1505	SPRING CREEK ANIMAL HOSPI	5334605947	ANIMAL CARE	02/28/2023	131.57	131.57	03/15/2023
1505	SPRING CREEK ANIMAL HOSPI	5334606078	ANIMAL CARE	03/02/2023	244.87	244.87	03/15/2023
1505	SPRING CREEK ANIMAL HOSPI	5334606079	ANIMAL CARE	03/02/2023	20.00	20.00	03/15/2023
1505	SPRING CREEK ANIMAL HOSPI	5334606267	ANIMAL CARE	03/07/2023	135.00	135.00	03/15/2023
1505	SPRING CREEK ANIMAL HOSPI	625022380	Reverse void	03/22/2022	30.08	30.08	09/30/2022
1505	SPRING CREEK ANIMAL HOSPI	625022723	Reverse void	03/29/2022	68.79	68.79	09/30/2022
1505	SPRING CREEK ANIMAL HOSPI	625022801	Reverse void	03/30/2022	81.39	81.39	09/30/2022
1505	SPRING CREEK ANIMAL HOSPI	625022807	Reverse void	03/30/2022	87.00	87.00	09/30/2022
1505	SPRING CREEK ANIMAL HOSPI	625022908	Reverse void	03/31/2022	165.00	165.00	09/30/2022
1505	SPRING CREEK ANIMAL HOSPI	625023036	Reverse void	04/04/2022	15.00	15.00	09/30/2022
1505	SPRING CREEK ANIMAL HOSPI	625023037	Reverse void	04/04/2022	20.00	20.00	09/30/2022
1505	SPRING CREEK ANIMAL HOSPI	625023660	Reverse void	04/19/2022	19.36	19.36	09/30/2022
1505	SPRING CREEK ANIMAL HOSPI	625023666	Reverse void	04/19/2022	17.92	17.92	09/30/2022
1505	SPRING CREEK ANIMAL HOSPI	625023719	Reverse void	04/20/2022	146.12	146.12	09/30/2022
1505	SPRING CREEK ANIMAL HOSPI	625023720	Reverse void	04/20/2022	15.04	15.04	09/30/2022
1505	SPRING CREEK ANIMAL HOSPI	625024090	Reverse void	04/27/2022	30.00	30.00	09/30/2022
1505	SPRING CREEK ANIMAL HOSPI	625024091	Reverse void	04/27/2022	20.00	20.00	09/30/2022
1505	SPRING CREEK ANIMAL HOSPI	625024267	Reverse void	05/02/2022	22.99	22.99	09/30/2022
1505	SPRING CREEK ANIMAL HOSPI	625024268	Reverse void	05/02/2022	60.32	60.32	09/30/2022
1505	SPRING CREEK ANIMAL HOSPI	625024543	Reverse void	05/09/2022	70.85	70.85	09/30/2022
1505	SPRING CREEK ANIMAL HOSPI	625024599	Reverse void	05/09/2022	174.20	174.20	09/30/2022
Total 1505:					2,049.56	2,049.56	
241	ST JOHN'S HOSPITAL	50000722	Blood draw	02/07/2023	130.00	130.00	03/15/2023
241	ST JOHN'S HOSPITAL	50000732	Blood draw	03/02/2023	325.00	325.00	03/15/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 241:					455.00	455.00	
4513	STANARD & ASSOCIATES, INC	SA000053419	POST FORM	03/01/2023	24.50	24.50	03/15/2023
Total 4513:					24.50	24.50	
251	STANDARD PLUMBING SUPPLY	TNPZ31	PUMP	03/02/2023	123.75	123.75	03/15/2023
Total 251:					123.75	123.75	
7088	STONE, KIRK	031423	APRIL RENT	03/14/2023	2,800.00	.00	
Total 7088:					2,800.00	.00	
7155	STOUT, RICHARD D.	030323	PROFESSIONAL SERVICES	03/03/2023	300.00	300.00	03/15/2023
Total 7155:					300.00	300.00	
4990	Swagit Productions, LLC	SW-001871SI	MANAGED SERVICE	02/28/2023	1,775.00	1,775.00	03/15/2023
Total 4990:					1,775.00	1,775.00	
6670	TAYLOR GEO- ENGINEERING, L	2687	PROJECT 23011	03/08/2023	930.00	930.00	03/15/2023
Total 6670:					930.00	930.00	
7204	TETON COUNTY	101	TRANSPORTATION BASELINE D	01/04/2023	2,964.50	2,964.50	03/15/2023
Total 7204:					2,964.50	2,964.50	
1443	TETON COUNTY CLERK	031323FE	FIRE EMS	03/13/2023	113,078.50	113,078.50	03/15/2023
1443	TETON COUNTY CLERK	031323H	Housing Department Monthly Ope	03/13/2023	32,102.25	32,102.25	03/15/2023
1443	TETON COUNTY CLERK	031323PR	ParkS & REC	03/13/2023	119,601.58	119,601.58	03/15/2023
Total 1443:					264,782.33	264,782.33	
2362	TETON COUNTY PUBLIC HEALT	23-2240	water testing	03/02/2023	200.00	200.00	03/15/2023
Total 2362:					200.00	200.00	
55	TETON COUNTY SHERIFF'S-JAI	640	FEBRUARY INMATES	03/04/2023	576.00	576.00	03/15/2023
Total 55:					576.00	576.00	
996	TETON COUNTY SPECIAL FIRE	022823FE	FEBRUARY 2023	02/28/2023	48,244.82	48,244.82	03/15/2023
Total 996:					48,244.82	48,244.82	
1614	TETON COUNTY-FUND 10	022823D	FEBRUARY DISPATCH	02/28/2023	45,499.07	45,499.07	03/15/2023
1614	TETON COUNTY-FUND 10	022823P	FEBRUARY PATHWAYS	02/28/2023	5,347.88	5,347.88	03/15/2023
1614	TETON COUNTY-FUND 10	022823PLAN	FEBRUARY PLANNING	02/28/2023	11,554.31	11,554.31	03/15/2023
Total 1614:					62,401.26	62,401.26	
166	TETON COUNTY-FUND 19	031323C	FEBRUARY 2023 CAPITAL	02/28/2023	86.94	86.94	03/15/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 166:					86.94	86.94	
6992	TETON ROPE ACCESS AND SE	1047	SNOW REMOVAL	03/12/2023	1,706.25	1,706.25	03/15/2023
Total 6992:					1,706.25	1,706.25	
3162	TETON TRASH REMOVAL, INC.	23 MAR 526	TRASH 145 west hansen 2a	03/01/2023	49.00	49.00	03/15/2023
Total 3162:					49.00	49.00	
7202	TEXTMYGOV	501093	SOFTWARE MANAGEMENT AN	12/01/2022	6,000.00	6,000.00	03/15/2023
Total 7202:					6,000.00	6,000.00	
6941	THE CONNOR E FIELD TRUST	031423	APRIL RENT	03/14/2023	2,575.00	.00	
Total 6941:					2,575.00	.00	
3955	THOMSON WEST	847908349	LIBRARY PLAN CHANGES	03/01/2023	460.47	460.47	03/15/2023
3955	THOMSON WEST	847908349	LIBRARY PLAN CHANGES	03/01/2023	460.47	460.47	03/15/2023
Total 3955:					920.94	920.94	
706	USA BLUE BOOK	181486	COLORIMETER	11/17/2022	1,017.78	1,017.78	03/15/2023
706	USA BLUE BOOK	205286	REGULATOR REPAIR KIT	12/14/2022	197.90	197.90	03/15/2023
706	USA BLUE BOOK	239246	WATTS VALVE	01/18/2023	1,530.64	1,530.64	03/15/2023
706	USA BLUE BOOK	244488	NALGENE BOTTLES	01/23/2023	245.26	245.26	03/15/2023
Total 706:					2,991.58	2,991.58	
3881	VALLEY OFFICE SYSTEMS	AR1150907	CONTRACT	02/23/2023	48.72	48.72	03/15/2023
Total 3881:					48.72	48.72	
1949	VERIZON WIRELESS	9765501405	Reverse void	05/15/2016	38.04	38.04	10/31/2022
1949	VERIZON WIRELESS	9765501405	Reverse void	05/15/2016	36.12	36.12	10/31/2022
1949	VERIZON WIRELESS	9765501405	Reverse void	05/15/2016	46.23	46.23	10/31/2022
Total 1949:					120.39	120.39	
7176	VICTOR VILLAGE, LLC	031423	APRIL RENT	03/14/2023	1,500.00	1,500.00	03/15/2023
Total 7176:					1,500.00	1,500.00	
3420	VISA	Admin 2963 01	LODGE @ JH-TOWN-WIDE SER	01/24/2023	1,080.00	.00	
3420	VISA	Admin 2963 01	DOLLAR TREE-TOWN-WIDE SE	01/24/2023	11.93	.00	
3420	VISA	Admin 2963 01	COOLWORKS-PERSONNEL/TO	01/24/2023	159.00	.00	
3420	VISA	Admin 2963 01	AIR B & B-MAYOR & TOWN COU	01/24/2023	808.81	.00	
3420	VISA	Admin 2963 01	STAPLES-PERSONNEL/TOWN C	01/24/2023	107.35	.00	
3420	VISA	Admin 2963 01	COOLWORKS-START	01/24/2023	159.00	.00	
3420	VISA	Admin 2963 01	ALBERTSONS-TOWN-WIDE SE	01/24/2023	28.03	.00	
3420	VISA	Admin 2963 01	LODGE @ JH-TOWN-WIDE SER	01/24/2023	750.00	.00	
3420	VISA	Admin 2963 01	AIR B & B-MAYOR & TOWN COU	01/24/2023	385.00	.00	
3420	VISA	Admin 2963 01	WE CARD PROGRAM-PERSON	01/24/2023	11.95	.00	
3420	VISA	Admin 2963 01	DOLLAR TREE-TOWN-WIDE SE	01/24/2023	9.28	.00	
3420	VISA	Admin 2963 01	LODGE @ JH-TOWN-WIDE SER	01/24/2023	775.92	.00	
3420	VISA	Admin 2963 01	WE CATER JH-MAYOR & TOWN	01/24/2023	291.06	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		Admin 2963 01	INDEED-START	01/24/2023	213.81	.00	
3420 VISA		Admin 2963 01	AIR B & B-MAYOR & TOWN COU	01/24/2023	747.91	.00	
3420 VISA		Admin 2963 01	COOLWORKS-START	01/24/2023	159.00	.00	
3420 VISA		Admin 2963 01	INDEED-START	01/24/2023	506.22	.00	
3420 VISA		Animal 2344 01	ANIMAL SHELTER SUPPLIES-A	01/24/2023	570.17	.00	
3420 VISA		CD 1016 01/24	EB THE FRANK-COMMUNITY D	01/24/2023	1,174.60	.00	
3420 VISA		CD 1016 01/24	PERSEPHONE-COMMUNITY DE	01/24/2023	24.44	.00	
3420 VISA		CD 1016 01/24	AMERICAN AIRLINES-COMMUN	01/24/2023	695.44	.00	
3420 VISA		CD 1016 01/24	ALLIANZ-COMMUNITY DEVELO	01/24/2023	39.70	.00	
3420 VISA		CD 1016 01/24	SNAKE RIVER ROASTING-COM	01/24/2023	120.72	.00	
3420 VISA		Council 6593 0	CONOCO-MAYOR & TOWN COU	01/24/2023	43.11	.00	
3420 VISA		Council 8581 0	LOAF N JUG-MAYOR & TOWN C	01/24/2023	56.05	.00	
3420 VISA		Finance 2179 0	TARGET-TOWN HALL BUILDING	01/24/2023	105.99	.00	
3420 VISA		IT 6908 01/24/2	AMAZON-INFORMATION TECHN	01/24/2023	5.58	.00	
3420 VISA		IT 6908 01/24/2	SPECTRUM-INFORMATION TEC	01/24/2023	99.99	.00	
3420 VISA		IT 6908 01/24/2	DISH NETWORK-TOWN-WIDE S	01/24/2023	139.73	.00	
3420 VISA		IT 6908 01/24/2	GARMIN-INFORMATION TECHN	01/24/2023	2.00	.00	
3420 VISA		IT 6908 01/24/2	AMAZON-INFORMATION TECHN	01/24/2023	78.99	.00	
3420 VISA		IT 6908 01/24/2	PORTLAND LABS-INFORMATIO	01/24/2023	90.00	.00	
3420 VISA		IT 6908 01/24/2	THE BUNNERY-PERSONNEL/TO	01/24/2023	39.33	.00	
3420 VISA		IT 6908 01/24/2	GO DADDY-INFORMATION TEC	01/24/2023	33.16	.00	
3420 VISA		IT 6908 01/24/2	IPHONE PAYMENT-INFORMATIO	01/24/2023	139.00	.00	
3420 VISA		P&B 6098 01/2	AMAZON-BUILDING INSPECTIO	01/24/2023	14.55	.00	
3420 VISA		P&B 6098 01/2	MAILCHIMP-COMMUNITY DEVE	01/24/2023	69.00	.00	
3420 VISA		P&B 6098 01/2	CASPER STAR TRIBUNE-COMM	01/24/2023	19.99	.00	
3420 VISA		P&B 6098 01/2	AMAZON-PLANNING	01/24/2023	27.02	.00	
3420 VISA		P&B 6098 01/2	AMERICAN PLANNING-PLANNI	01/24/2023	930.00	.00	
3420 VISA		PD 0355 01/24/	AMAZON-POLICE - PATROL	01/24/2023	64.08	.00	
3420 VISA		PD 0355 01/24/	CHINATOWN-POLICE - ADMINIS	01/24/2023	122.64	.00	
3420 VISA		PD 0355 01/24/	CIT INTERNATIONAL-POLICE -	01/24/2023	2,450.00	.00	
3420 VISA		PD 0355 01/24/	UPS-POLICE - INVESTIGATIONS	01/24/2023	11.12	.00	
3420 VISA		PD 0355 01/24/	CRISIS YSTE-POLICE - PATROL	01/24/2023	595.00	.00	
3420 VISA		PD 0355 01/24/	FBI LEEDA-POLICE - PATROL	01/24/2023	795.00	.00	
3420 VISA		PD 0355 01/24/	GRACIE UNIVERSITY-POLICE -	01/24/2023	1,200.00	.00	
3420 VISA		PD 1064 01/24/	AMAZON-POLICE - PATROL	01/24/2023	511.53	.00	
3420 VISA		PD 1115 01/24/	IACO-POLICE - ADMINISTRATIO	01/24/2023	190.00	.00	
3420 VISA		PD 1115 01/24/	IACP-POLICE - PATROL	01/24/2023	650.00	.00	
3420 VISA		PD 1115 01/24/	FBI NATIONAL ACADEMY-POLIC	01/24/2023	110.00	.00	
3420 VISA		PD 1115 01/24/	ALBERTSONS-POLICE - PATRO	01/24/2023	55.69	.00	
3420 VISA		PD 1115 01/24/	FBI NATIONAL ACADEMY-POLIC	01/24/2023	590.00	.00	
3420 VISA		PD 1123 01/24/	STONES-FLEET SHOP	01/24/2023	1,000.00	.00	
3420 VISA		PD 6825 01/24/	GRACIE UNIVERSITY-POLICE -	01/24/2023	1,200.00	.00	
3420 VISA		PD 6825 01/24/	ACE HARDWARE-POLICE - INV	01/24/2023	73.74	.00	
3420 VISA		PD 6825 01/24/	GRACIE UNIVERSITY-POLICE -	01/24/2023	1,200.00	.00	
3420 VISA		PD 6825 01/24/	AMAZON-POLICE SPECIAL OPE	01/24/2023	160.81	.00	
3420 VISA		PW 4142 01/24	CEU PLAN-SEWER DEPARTME	01/24/2023	100.00	.00	
3420 VISA		PW 4142 01/24	BUBBA'S-SEWER DEPARTMEN	01/24/2023	98.75	.00	
3420 VISA		PW 4142 01/24	UPS STORE-FLEET SHOP	01/24/2023	58.27	.00	
3420 VISA		PW 4142 01/24	AMAZON-FLEET SHOP	01/24/2023	239.99	.00	
3420 VISA		PW 4142 01/24	INSTITUTE FOR SUSTAINABLE-	01/24/2023	50.00	.00	
3420 VISA		PW 4142 01/24	STAPLES-PUBLIC WORKS	01/24/2023	114.44	.00	
3420 VISA		PW 4142 01/24	PARK CITY COMMUNITY FOUN	01/24/2023	2,500.00	.00	
3420 VISA		PW 4704 01/24	LOWE'S-EMPLOYEE HOUSING	01/24/2023	1,206.26	.00	
3420 VISA		PW 4704 01/24	SUPPLY HOUSE-PUBLIC WORK	01/24/2023	40.95	.00	
3420 VISA		PW 4704 01/24	SUPPLY HOUSE-WATER DEPAR	01/24/2023	27.23	.00	
3420 VISA		START 1214 0	TARGET-START	01/24/2023	36.03	.00	
3420 VISA		START 1214 0	SNOWJOE-START	01/24/2023	82.38	.00	
3420 VISA		START 1214 0	TARGET-START	01/24/2023	47.68	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		START 1214 0	ALBERTSONS-PERSONNEL/TO	01/24/2023	40.40	.00	
3420 VISA		START 1214 0	DOLLAR TREE-PERSONNEL/TO	01/24/2023	7.95	.00	
3420 VISA		START 1214 0	USPS-START	01/24/2023	10.40	.00	
3420 VISA		START 1214 0	COMMUNITY TRANSPORTATIO	01/24/2023	25.00	.00	
3420 VISA		START 4100 0	STAPLES-START	01/24/2023	77.04	.00	
3420 VISA		START 4100 0	ALBERTSONS-START	01/24/2023	105.30	.00	
3420 VISA		START 4100 0	PERSEPHONE-START	01/24/2023	269.66	.00	
3420 VISA		START 4100 0	PICNIC-START	01/24/2023	285.39	.00	
3420 VISA		START 4100 0	RADIO ENGINEERING-START	01/24/2023	582.71	.00	
3420 VISA		START 4100 0	PEARL STREET MARKET-STAR	01/24/2023	13.22	.00	
3420 VISA		START 4100 0	ALBERTSONS-PERSONNEL/TO	01/24/2023	42.28	.00	
3420 VISA		START 4100 0	STAPLES-START	01/24/2023	155.97	.00	
3420 VISA		START 4100 0	STAPLES-START	01/24/2023	372.94	.00	
3420 VISA		Victim 9126 01/	COCA COLA-VICTIM SERVICES	01/24/2023	59.60	.00	
3420 VISA		Victim 9126 01/	UPRISING-VICTIM SERVICES	01/24/2023	299.00	.00	
3420 VISA		Victim 9126 01/	STAPLES-VICTIM SERVICES	01/24/2023	173.25	.00	
3420 VISA		Victim 9126 01/	TETON ISWR-VICTIM SERVICE	01/24/2023	28.50	.00	
3420 VISA		Victim 9126 01/	PERSEPHONE-VICTIM SERVIC	01/24/2023	62.07	.00	
3420 VISA		Victim 9126 01/	DELTA-VICTIM SERVICES	01/24/2023	487.20	.00	
3420 VISA		Victim 9126 01/	LODGE @ JH-VICTIM SERVICE	01/24/2023	250.86-	.00	
3420 VISA		Victim 9126 01/	LODGE @ JH-VICTIM SERVICE	01/24/2023	250.86	.00	
3420 VISA		Victim 9126 01/	COCA COLA-VICTIM SERVICES	01/24/2023	10.60	.00	
3420 VISA		Victim 9126 01/	UPRISING-VICTIM SERVICES	01/24/2023	598.00	.00	
Total 3420:					30,010.90	.00	
563 WESTBANK SANITATION		4195935T022	WWTP trash	03/01/2023	2,004.86	2,004.86	03/15/2023
563 WESTBANK SANITATION		4197996T022	940 Simon Lane	03/01/2023	67.20	67.20	03/15/2023
563 WESTBANK SANITATION		4198916T022	3585 CANADIAN DR	03/01/2023	57.62	57.62	03/15/2023
563 WESTBANK SANITATION		4198936T022	910 SIMON LANE	03/01/2023	69.75	69.75	03/15/2023
Total 563:					2,199.43	2,199.43	
7081 WILMA D SORSBY TRUST		031423	APRIL RENT	03/14/2023	3,000.00	.00	
Total 7081:					3,000.00	.00	
6117 WILSON, JOHN		031423	APRIL RENT	03/14/2023	2,200.00	.00	
Total 6117:					2,200.00	.00	
4139 WY WORKERS' SAFETY & COM		030323	MARCH PREMIUM	03/03/2023	19,584.00	19,584.00	03/06/2023
Total 4139:					19,584.00	19,584.00	
504 WYDOT		030823	TRANSFER - 2 CITY PLATES	03/08/2023	4.00	4.00	03/15/2023
Total 504:					4.00	4.00	
3148 WYO CONFERENCE OF MUNI C		031323	CONFERENCE REGISTRATION	03/13/2023	225.00	225.00	03/15/2023
3148 WYO CONFERENCE OF MUNI C		031323	CONFERENCE REGISTRATION	03/13/2023	75.00	75.00	03/15/2023
Total 3148:					300.00	300.00	
7065 WYOMING LAW ENFORCEMEN		030323	OFFICER EDUCATION FEE	03/03/2023	180.00	180.00	03/15/2023
Total 7065:					180.00	180.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
329	WYOMING RETIREMENT SYST	3086668505	FEBRUARY CONTRIBUTIONS	03/06/2023	151,248.61	151,248.61	03/06/2023
Total 329:					151,248.61	151,248.61	
1764	WYOMING.COM INC	2127433	DOMAIN HOSTING	02/06/2023	5.00	5.00	03/15/2023
1764	WYOMING.COM INC	2132971	DOMAIN HOSTING	03/06/2023	5.00	5.00	03/15/2023
Total 1764:					10.00	10.00	
2842	YELLOW IRON EXCAVATION, LL	80444	6905 w 22 TRASH REMOVAL	02/28/2023	50.00	50.00	03/15/2023
2842	YELLOW IRON EXCAVATION, LL	80917	455 VINE STREET	02/28/2023	80.00	80.00	03/15/2023
2842	YELLOW IRON EXCAVATION, LL	81096	ANIMAL SHELTER TRASH	02/28/2023	160.00	160.00	03/15/2023
Total 2842:					290.00	290.00	
Grand Totals:					990,844.31	906,135.07	

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:	March 20, 2023	Meeting Title:	Regular Meeting
Submitting Department:	Community Development	Presenter:	Aarón Carrillo
Agenda Item:	Special Event: Million Dollar Music Fest	Public Comment	Yes

Purpose & Policy Considerations.

The Mayor and Council consider all special event applications requesting use of Town property, the closure and restricted use of Town streets, temporary parking restrictions, and temporary relief from Town ordinances.

Requested Action.

Staff is requesting Town Council consider the special event application submitted by Silver Dollar Inc., LogiCom and the Jackson Hole Chamber of Commerce to host the Million Dollar Music Fest on the Town Square on Sunday, May 28, 2023.

Recommendations.

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

Background.

In 2019 the first Million Dollar Music Festival on the Town Square was held. The event was suspended in 2020 and 2021 due to the COVID pandemic. This free concert on the Town Square is being produced by LogiCom and is supported by the Jackson Hole Chamber of Commerce. The event consists of a free concert on the Town Square. It is anticipated that up to 5,000 spectators will be on hand for this event on the Town Square. The event will open to the public at approximately 4:00 p.m. The event will conclude by 10:00 p.m.

Following the 2019 concert, event organizers met with Town departments for an after-action meeting. Several recommendations were provided to the organizers. LogiCom has indicated that they are incorporating these suggestions for 2022. From a production standpoint the 2023 Million Dollar Music Festival will be very similar in design and execution to the 2019 Festival with one exception – a request for an earlier set-up.

In 2022 the applicant was approved to close Broadway (between Cache and King) starting at 4:00am on the day of the concert. Due to the size of the stage and the need for additional time for load-in the applicant has requested to close this same section of Broadway on Saturday, May 27 at 2:00pm in 2023. Town staff has reviewed this request without significant concerns.

Analysis & Key Point Policy Questions.

The plans submitted by the applicant has been reviewed by all Town Departments. In addition, the applicant is working with the Teton County Health Department in efforts to mitigate the spread of COVID-19. If the public health orders were to change prior to or during the Million Dollar Music Fest, the applicant would need to abide by all current health orders.

Possible Alternatives.

No alternatives have been listed by the applicant.

Comprehensive Plan & Priority Alignment.

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

the cultural, social and civic hub for Teton County and the region. Policy 4.4.a: Maintain and improve public spaces, Policy 4.4.c: Continue traditions and community events.

We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

Fiscal Impact.

Direct income includes income from the Exposition Business License (\$123), a catering permit (\$20) and a special event permit (\$27). The Police Department incurs a fiscal impact of approximately \$5,300 associated with planning, parking enforcement and patrolling the event. The event organizers have indicated that they would be willing to pay staffing expenses incurred by the Police Department.

Staff Impact.

- Processing catering permits and exposition permits (approximately 30 minutes).
- Securing town equipment from Public Works (approximately 30 minutes).
- Departmental review of application (approximately 3 hours of total staff time).
- Pre-event meetings with the applicant (approximately 4 hours of total staff time).
- Preparation of staff report (approximately 2 hours).
- Follow-up actions (approximately 2 hours).
- On duty Police Officers for possible towing of cars and being a general presence at the event (approximately 62 hours). The applicant is covering this cost the cost of this staffing.
- Members of the Citizens Mounted Unit (approximately 54 hours). The applicant is covering the cost of this staffing.
- Public Works staff delivering and removing jersey barriers (approximately 3 hours).
- Parks and Recreation providing access to electricity (approximately 30 minutes).
- In total approximately 30.5 hours of staff time split between town, county and joint departments.

Conditions and Restrictions.

Staff recommends the approval of the special event permit application subject to the following conditions and restrictions:

1. The applicant shall clean up immediately after the event and shall be responsible for the removal of all refuse and recycled material generated by the event.
2. All town ordinances, including noise and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.
3. The applicant shall advise and instruct all participants on the conditions, restrictions, prohibitions and responsibilities imposed on this event and assist in their enforcement.
4. The applicant shall conduct all activities in a responsible, professional and timely manner.
5. The applicant shall notify, in advance, all business affected by the street closures and shall provide advance community radio and/or newspaper announcements regarding the event, the street closures, and the promotion of free parking in area public parking lots.
6. The applicant shall not block the store fronts of businesses with service vehicles or trailers for longer than one hour.
7. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.

8. The applicant shall obtain an Exposition License for the Town of Jackson covering the day of the event. Social security numbers for all vendors shall be provided to the Finance Department at least 10 days prior to the event.
9. Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition. [and] e. Acquire and keep on file names, addresses and phone numbers of all participants.
10. The applicant shall obtain the necessary food service permits from Teton County Environmental Health.
11. The applicant shall apply and pay for a 24 alcohol permit prior to the Rendezvous Spring Festival.
12. The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. An ID bracelet system shall be utilized, and all ID's checked.
13. Only 16oz or smaller plastic cups (or other 16oz cups pre-approved by the Town) are to be used for beer sales.
14. No more than two beers will be sold to any one person at one time.
15. The applicant shall report any incidents of underage drinking or potential over consumption of alcohol to the Police.
16. The applicant will post *no alcohol consumption beyond this point* signs at exit points which will be staffed by personnel to monitor participants ensuring that open alcohol does not leave the approved area.
17. Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20-foot straight path must be provided.
18. All tents having an area more than 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43)
19. Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).
20. Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2)
21. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
22. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
23. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).
24. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7).
25. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
26. Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).
27. Generators and other internal combustion power sources shall be separated from tents, canopies, or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).
28. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
29. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website.
30. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code

official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2).

31. The applicant shall coordinate the use of electricity with the Parks Manager at least three (3) business days prior to the event.
32. No exhibits, tables, chairs, or other equipment shall be placed on walkways as to obstruct pedestrian traffic.
33. Attaching signage of any kind to the antler arches or town square fences is prohibited.
34. Any power cords that cross walkways shall be taped and secured as to avoid a tripping hazard.
35. Light post banners shall be coordinated through the Chamber of Commerce and the Town of Jackson Public Works Department.
36. The applicant must receive permission from the Town Council to display signs within the Town of Jackson before or during their event.
37. The applicant shall be responsible for the production, posting and removal of the no parking signage. The applicant will work with the Jackson Hole Police Department who will be responsible for removal or towing vehicles parked in designated no parking spaces.
38. The applicant will be responsible for patrolling the George Washington Memorial Park for the potential of unlawful alcohol consumption.
39. The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during the event.
40. The promoter shall pay for all police services at least five business days prior to the event to prevent the department from incurring a significant overtime expense should the event be rescheduled or cancelled. Payment is non-refundable if concert is cancelled within five days of the event. The current rate charged is \$65 per hour/ per officer, but this rate may increase for the 2023 fiscal year.
41. Barricades and Road Closed signs may be available from the Public Works Department. The applicant shall coordinate all barricade and signage needs with the Public Works Department at least three (3) business days prior to the event. The applicant will be asked to secure barriers from a local rental company.
42. Communication about event impact with the businesses in the vicinity of the event by organizers.
43. Any additional conditions as directed by the Town Council or Town Staff.

Attachments or Links.

- Special Event Application
- Million Dollar Music Festival General Information Overview
- Tentative Layout and Pics (Site-Plan)
- Tentative Music Schedule
- Tentative Trash Plan

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

I move to approve the application made by Silver Dollar Inc., LogiCom and the Jackson Hole Chamber of Commerce to host the Million Dollar Music Fest on the Town Square on Sunday, May 28, 2023, subject to the conditions listed in the staff report.

Special Event Application

Submit Completed Document To:

Town Hall
Town of Jackson - Special Events
150 East Pearl Street
P.O. Box 1687
Jackson, Wyoming 83001

cpelletier@townofjackson.com
(307) 733-3932 ext. 1112 (phone)
(307) 739-0919 (fax)



**A completed application
must be submitted at least
21 days prior to your event.**

Non-Profit Fee: \$25
For-Profit Fee: \$150

APPLICANT INFORMATION

Name of Event: Million Dollar Music Fest

Name of Organization: Silver Dollar Inc./LogiCom/JH Chamber of Commerce

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

Mailing Address: PO Box 69/20 Kerlind Court/PO Box 550

City: Jackson/Franklin/Jackson State: WY/TN/WY Zip Code: 83001/37067

Name of Person Completing Application: Steven Robinson

Email Address: robinson@logicomonline.com

Work Phone: 615.414.6763 Cell Phone: 615.414.6763

EVENT INFORMATION

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

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

A concert designed to increase tourism around Old West Days and to celebrate the spirit of the

Location of Event: E. Broadway bet. Cache & King Alternative Location: n/a

Date(s) of Event: Sunday, May 28, 2023 Event Operating Hours: 4pm - 10pm

Event Set Up Begins Date: May 27, 2023 Time: 2:00pm

Event Clean Up Ends Date: May 29, 2023 Time: 4:00am

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 5,000 - 6,500 Total Event: 5,000 - 6,500

Special Considerations (check all that apply):

- | | | |
|---|---|---|
| ☒ Alcoholic Beverages | ☒ Cooking/Grilling | ☒ Electricity Requested |
| ☒ Food Sales | ☒ Merchandise Sales | ☒ Recurring Event |
| ☒ Ticketed Admission | ☒ Sound Amplification | ☐ Pets or Animals |
| ☒ Tents | ☒ Street Closure | ☐ Sidewalk Closure |
| ☒ Overnight Parking | ☐ Overnight RV Camping | ☒ Use of Town Square |

Event Co-Sponsor (s): Jackson Hole Chamber of Commerce

All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.

Will you be charging admission or a fee for your event? ☒ Yes ☐ No

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):

Name: Justin Smith Cell Phone: 307.413.4563

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

☒ Yes ☐ No

Area of Closure Request	Date(s)	Start Time	End Time
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E. Broadway between Cache and King	5/27/23 2pm 5/29 4am		
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Center Street from Delaney to Broadway	5/27/23 2pm 5/29 4am		
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Please note: While in past years, the set-up has begun at 4am on Sunday (show day), and the request this year begins at 2pm on Saturday, this only potentially impacts 3-4 hours of for retailers on the Square (between 2pm and 6pm on Saturday)

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

Will the event restrict / close access to any public parking spaces?

☒ Yes ☐ No

If "Yes", how many parking spaces will be unavailable due to the event: TBD parking spaces

Will the event closure requests impact any START Bus routes?

☐ Yes ☒ No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description: _____ START Bus contacted? ☐ Yes ☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

Have you provided a sample of the notice and a proposed list of recipients?

☐ Yes ☒ No

Special Event Application

TOWN EQUIPMENT REQUESTS

Indicate the type and the quantity of items that you are requesting:

yes # TBD Large Street Barricades

yes # TBD "Road Closed" Street Signs

yes # Small Sidewalk Barricades

yes # TBD "Local Traffic Only" Street Signs

28 Inch Street Cones

"Detour" Street Signs

Candlestick Cones

32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

☒ Event Security

☒ Mounted Horse Patrol

☐ Traffic Control

☐ Race Lead Vehicle

☐ Parade Lead Vehicle

☒ General Presence

☐ Towing / Ticketing

☐ Assistance with
Parking Closures

☐ Assistance with
Street Closures

Please describe in detail your request:

4 uniformed JHPD Officers, 2 Plain-Clothes Officers and 6 Mounted Patrol from 3pm - 1am

The Chief of Police determines if police services will be needed at the special event for public safety concerns. The Chief of Police will also determine the number of police officers to staff the event. Fees may be associated with the need for additional police services at the event.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☒ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

We would request post-event street sweeping -- exact timing TBD but perhaps after 2am on 29th

PARKS AND RECREATION DEPARTMENT (307) 732-5753

☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☒ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☐ Additional Public Restroom Cleaning

Please describe in detail your request: As in years past we request access to power drops on

Square on show day (5/28)

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☒ Foot Patrol

☒ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: We would, again, request the presence of one (1)

and two (2) EMTs throughout the public hours of the event (4pm - 10pm)

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: noon (soundcheck) Finish Time: 10pm (Conclusion)

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☐ Yes ☒ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities? ☒ Yes ☐ No

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

Total Number of Portable Toilets: 25 Number of ADA Accessible Portable Toilets: 4

If "No", please explain: _____

Portable restrooms may not be located within 50 feet of any food vendor.

Restroom Company: Macy's

Restroom Drop off / Pick Up Date for Drop Off: 5/28/23 Time for Drop Off: approx noon

Date for Pick Up: 5/29/23 Time for Pick Up: 7am at latest

ALCOHOL

Will there be alcoholic beverages at the event? ☒ Yes ☐ No

Will you be offering any alcoholic beverages besides beer? ☒ Yes ☐ No

If "Yes", what will be offered in addition to beer? Spirits, Wine, Beer

If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

If you are planning on selling items at your event then you will need to complete either an Exposition Business License (for 2 or more vendors) or a Transient Merchant License (for 1 vendor). A complete list of vendors, including a vendor tax ID, must be submitted to the Town of Jackson and to the State of Wyoming's Department of Revenue prior to the event. Both the Exposition License and the Transient Merchant License are on the Town of Jackson's website.

Please describe any sales activity at your event:

Food and Drink will be sold, as well as event and band souvenir merchandise

Will any food or beverages be sold at your event?

☒ Yes

☐ No

If "Yes", you will need to contact the Teton County's Department of Environmental Health prior to the event (307) 732-8490.

TRASH REMOVAL PLAN

All events are required to have a plan for the collection removal of trash during and after the event. The trash receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the waste removal plan. ***For assistance with formulating a Trash Removal Plan please contact Integrated Solid Waste and Recycling at (307) 732-5771.***

Will you be using a waste company for your waste removal plan?

☒ Yes

☐ No

If "Yes", which company will you be using? Yellow Iron Waste Removal

How many trash receptacles will be supplied for your event? 50 Trash/50 Recycle/2 dumpsters

When will the trash receptacles be delivered? 5/28 at approx 9am

When will the trash receptacles be picked up and removed from site? 5/29 approx 1am; clear by

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

Overall Trash and Recycling Plan outlined in separate document

Applicants are responsible for cleaning and restoring the site immediately following the event. Please pick up all trash associated with your event including, but not limited to paper, bottles, cans, signs, course markings, etc. The cost of any employee overtime incurred because of an applicant's failure to clean / restore the site following the event will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event please state this in your plan.

Special Event Application

SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the **Teton County Integrated Solid Waste and Recycling (ISWR)** to offer opportunities to help your special event to be as "green" as possible. Opportunities available:

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH20 Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. **For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.**

Will you be using a company for your recycling plan?

☒ Yes

☐ No

If "Yes" which company will you be using? TBD

How many recycling receptacles will they (or you) supply for your event? 50

When will these recycling receptacles be delivered? 5/28 prior to 3pm

When will recycling receptacles be picked up and removed from site? all clear by 5/29 at 4am

Describe your plan for collection and removal of recyclable materials during your special event:
Overall Trash and Recycling Plan outlined in separate document

Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event please state this in your plan. For a list of recyclables and how they need to be sorted, or for information about where the recycling bins are located call ISWR (307) 732-5771.

Special Event Application

SIGNIFICANT EVENT CHANGES

Has this event been approved in the Town of Jackson in previous years?

☒ Yes

☐ No

If "YES" please indicate any significant changes to the event request since its last approval:

Because of the thorough planning and followup that has gone into the previous iterations of Million Dollar Music Fest, we have received high marks from TōJ, JHPD, Parks & Rec, and Public Works, as well as businesses on the Square. Because of this, as much as possible, the event layout for 2023 will mirror that of the 2022 event (which featured the larger stage and additional bus/semi parking backstage).

The 2023 load-in/build schedule that is outlined in this application (which would begin at 2pm on Saturday instead of 4am on Sunday) is proposed in response to discussions from the Chamber, JHPD and some within TōJ as a positive step towards increasing pedestrian traffic while also securing the site much earlier in the weekend.

While a 2pm Saturday start, as compared to a 4am Sunday start represents 14 clock hours, it only potentially impacts 3-4 business hours (those between 2pm and 6pm) and would not begin until after the conclusion of the parade.

STANDARD CONDITIONS OF APPROVAL

Please review the following standard list of conditions and restricts for events. Initial the bottom of each page indicating that you have read, understand and agree to these conditions and restrictions.

GENERAL

The event shall be conducted in a timely, safe and professional manner.

All town ordinances, including, but not limited to noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the Town Council in the staff report.

Initials: SMR

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: SMR

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: SMR

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: SMR

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: SMR

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: Steven Robinson

APPLICANT: Steven Robinson

Printed Name

DATE: 03-06-2023

TITLE: Producer



2023

Background The Million Dollar Music Fest presented by The Cowboy Bar was created in 2019 to energize Old West Days by adding a big-stage country music concert that celebrates our western heritage. As expected, this has served to broaden the reach of Old West Days, increase tourism and signal a kick-off for the summer season. Silver Dollar, Inc. (The Million Dollar Cowboy Bar and The Wort Hotel) utilizes LogiCom, LLC based in Nashville, TN to produce the event and partners with The Jackson Hole Chamber of Commerce.

In its debut in 2019, on the historic Town Square of Jackson, WY, MDMF attracted some 5,000 people to the mountain town. After falling victim to the 2020 shutdown, the 2021 MDMF moved inside The Cowboy with a line-up that featured Jackson Hole favorites, Midland, Runaway June and Jenny Tolman. All three nights were ticketed, and sellouts brought almost 1,000 people – from 28 states – to The Cowboy for the weekend. The 2022 Million Dollar Music Fest returned to Town Square, and featured Travis Tritt, Runaway June and Desert City Ramblers. Though the weather didn't completely cooperate, some 4,000 people still attended.

The confirmed lineup for the 2023 Million Dollar Music Fest will feature four national artists, at a price tag of more than double the amount ever spent in the past. The level of artists bring with it a natural increase in interest and presence on social media, which sets the stage for increased interest from media and attendees. Further, while defining the exact result is difficult, we're confident that the increased desire for live entertainment—like we have witnessed in shows we've presented at The Cowboy Bar—will only continue to grow.

LogiCom info Since founded in 1997, LogiCom has produced events in all 50 states and 13 foreign countries. These events have been for clients as varied as gubernatorial or presidential inaugurals, Fortune 100 companies, town festivals, and the world's largest 5K race. LogiCom has produced concerts of all types featuring entertainment as varied as Tony Bennett, Amy Grant, Bono, The Beach Boys, Luke Bryan, Gladys Knight, Kenny Chesney, Toby Keith, Wayne Newton, Jason Isbell, Hootie and the Blowfish, Wynonna and Glen Campbell.

LogiCom's history with Bill Baxter, owner of Silver Dollar, Inc., dates back to 1998 when we first began producing concerts in support of his work at the time. We are proud that twenty-plus years later, our personal and professional relationships are stronger than ever. The work we are doing together to further enhance the music scene in Jackson Hole has been both exciting and

rewarding. We look forward to spending more and more time in the region as these projects unfold.

Concert Information

Date: Sunday, May 28, 2023

Type: Free show with ticketed VIP areas

Artists: (Not yet announced to public) Jon Pardi, Caitlyn Smith, Drew Parker, Britnee Kellogg

Venue: Town Square (E. Broadway from Cache to King, and Center from Deloney to Broadway. Stage will be constructed on Broadway between King and Center

Closures: We propose that the above streets would be closed to vehicular and pedestrian traffic from approx. 2:00 p.m. on Saturday 5/27 until 4:00 a.m. on Monday 5/29.

Barricades will be erected not only around the stage and VIP area, but also around the entire site, while not impeding access to retail shops.

As shown on the site layout map, barricades will run across Center St (at Deloney) from the retail shops to the edge of the park, continuing South to Broadway, and along the park on the North side of Broadway, crossing Broadway at Cache and ending at the retail shops at the corner of Broadway and Cache.

While adhering to directive feedback from 2019 and 2022 re: securing the site earlier in the day, it remains our intent to make every effort to ensure customer access to all businesses around the Square as late as possible on show day. (see attached layout).

F&B: TBD food vendors will be present during the event. Silver Dollar, Inc. will serve as the vendor for alcoholic beverages (beer, wine and liquor). Alcoholic beverages will only be allowed within the perimeter of the event. As we established in 2019, alcohol will not be allowed in the Park on Town Square, and will no one with alcohol will be allowed to carry it outside the event site. No outside food or beverages (neither alcoholic nor non-alcoholic) will be allowed to be brought into the event perimeter.

Security: We will work with the Jackson Hole Police Department as well as private security

personnel to build off of the security protocol we established in 2019 and further refined in 2022 while also improving it, based on the suggestions and directives from JPD. Together we will implement the plan to ensure the safety and enjoyment of all attendees, as well as anyone in the proximity.

Recycling: The event staff for this May 28 event will have in place a plan to keep the event site (E. Broadway from Cache to King, and Center from Deloney to Broadway including Town Square) clean throughout the load-in, duration of the event and load-out.

Working with a TBD recycling company & Yellow Iron Sanitation, we will maintain the plan first implemented in 2019, utilizing the recommended number of trash boxes and recycling containers—lined with heavy duty can-liners—as well as dumpsters on-site. Throughout the time we occupy the site, dedicated staffers will maintain all receptacles to keep them controlled

Upon conclusion, all trash, as well as containers and dumpsters will be removed from the site by a recycling crew TBD & Yellow Iron Sanitation. We will endeavor to leave the entire site exactly as we found it. As with other aspects of the event, we will take the recommendations that Public Works offered following the 2019 and 2022 events.

Tentative scheduled delivery of containers (tentative expectation: 50 trash and 50 recycle) and dumpsters (expected: 2): May 28, 2023 approx. 12:00 noon. All in coordination with TOJ personnel.

Tentative scheduled pick-up: May 29, 2023 approx. 7:00 a.m.

Conclusion & Contacts

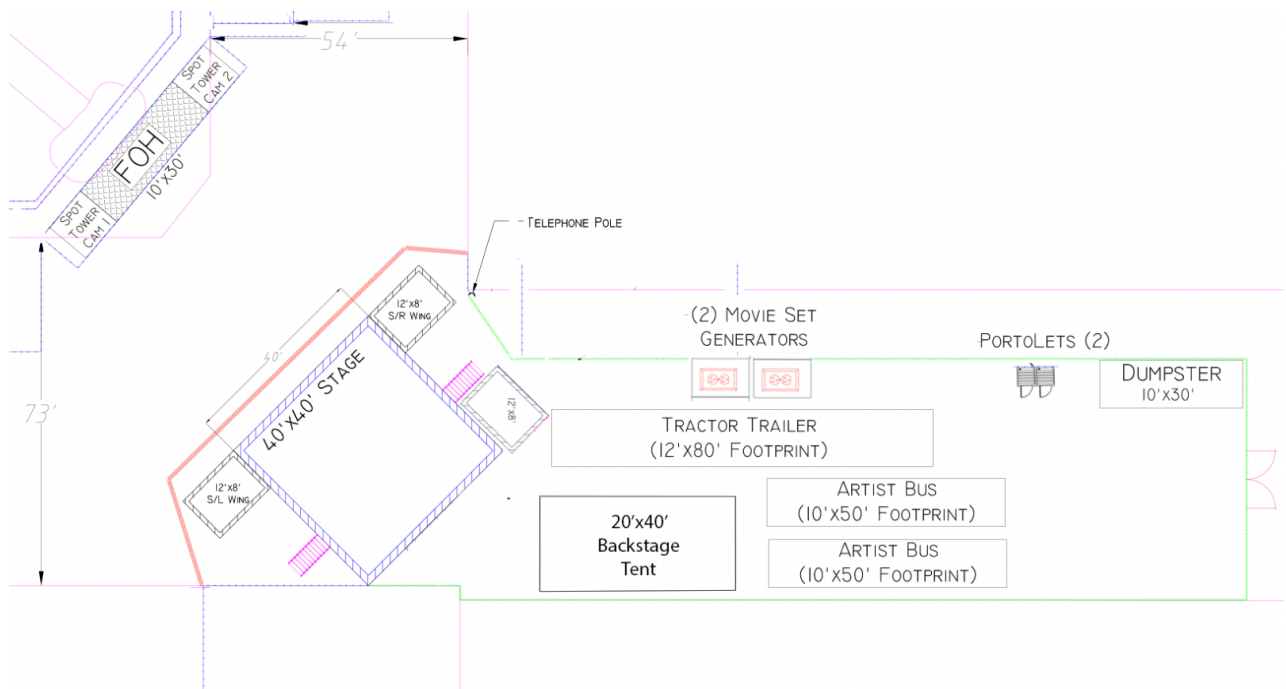
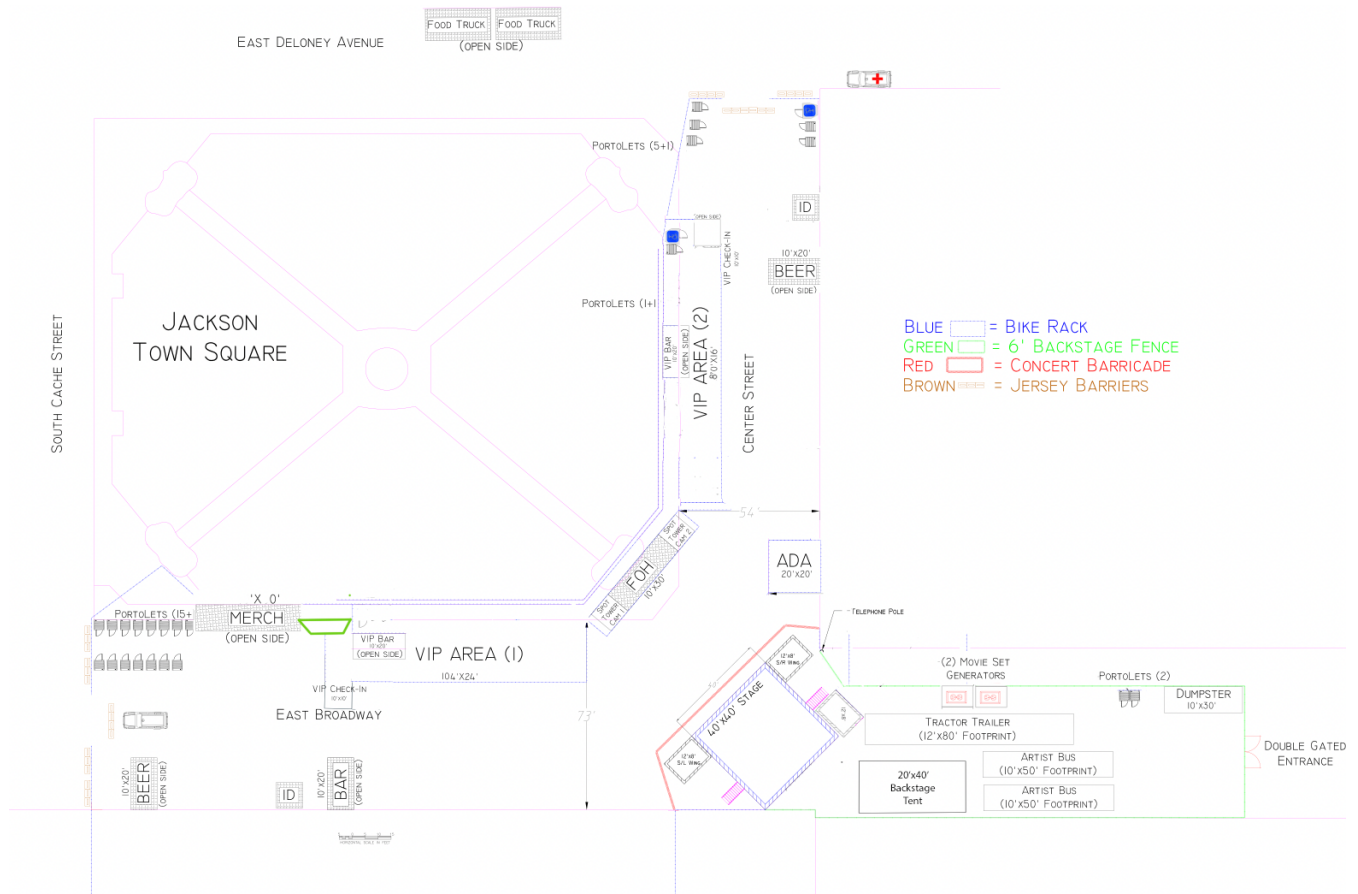
Thank you for your consideration of this proposed event. If we may provide any additional information or answer any questions, please don't hesitate to contact any of us:

LogiCom:	Steven Robinson	615.414.6763 robinson@logicomonline.com
Silver Dollar, Inc.:	Jim Waldrop	307.690.5154 jwaldrop@worthotel.com
Jackson Chamber:	John Morgan	john@jacksonholechamber.com
The Cowboy Bar:	Justin Smith	307.413.4563 justin.smith@cowboybarjh.com

MILLION DOLLAR
COWBOY BAR
JACKSON HOLE, WYOMING
PRESENTS
MILLION DOLLAR
MUSIC FEST
JACKSON HOLE, WYOMING









Tentative Music Schedule

As of 1/26/23

Sunday, May 28, 2023

- 12:00 pm (T) Sound Checks Commence
- 4:00 p.m. (T) Sound Checks Conclude
- 4:00 p.m. Gates Open; Pre-recorded music and Live Announcements
- 4:50 p.m. VOG intros TBD MC for welcome/announcements
- 5:00 p.m. Britnee Kellogg Performance
- 5:30 p.m. BK concludes; changeover
- 5:45 p.m. Drew Parker Performance
- 6:30 p.m. DP concludes; changeover
- 6:45 p.m. Caitlyn Smith performance
- 7:45 p.m. CS concludes; changeover
- 8:15 p.m. Jon Pardi performance
- 10:00 p.m. JP Concludes
- 10:15 p.m. Load-out commences



Trash and Recycling Plan

4th Annual Million Dollar Music Fest 5/28/23

The event staff for the 2023 version of this event will build on its experience in 2019 and 2022 – and the after-action suggestions and recommendations posited by Public Works and others – to maintain a plan to keep the event site (E. Broadway from Cache to King, and Center from Deloney to Broadway including Town Square) clean throughout the load-in, duration of the event and load-out.

Working, once again, with Yellow Iron Waste Removal, we will build on our plan determining the number of trash boxes and recycling containers—lined with heavy duty can-liners—as well as dumpsters on-site. Throughout the time we occupy the site, dedicated staffers will maintain all receptacles to keep them controlled

Upon conclusion, all trash, as well as containers and dumpsters will be removed from the site by Yellow Iron. We will endeavor to leave the entire site exactly as we found it. Likewise, every effort will be made to recycle. Additionally, we will sell reusable cups as an option to plastic

Tentative scheduled delivery of containers on May 28, 2023 approx. 12:00 noon. We will utilize the same quantities as in 2022, which included 50 trash bins, 50 recycle containers and 2 dumpsters.

Tentative scheduled pick-up: May 29, 2023 approx. midnight. In all cases, pick-ups will be complete prior to 4am when our permit ends.



STAFF REPORT



Meeting Date:	March 20, 2023	Meeting Title:	Regular - Consent
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 a new 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 a new 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.

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 was reevaluated and on February 6, 2023, Town Council authorized the approval of a Lease 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 as part of SLE's agreement to provide bus service. The Lease that was submitted to Council to approve at that time included a daily charge to SLE of \$50.00 per bus per day as was included in SLE's initial proposal submitted in October, 2022.

Subsequent conversations with SLE have resulted in SLE requesting that the Town lower the rate charged to park buses at START to the rate more in line with the rate that SLE was charged to park at the fairgrounds, especially given that the change in parking location was in response to START request. Staff concurs with this request and is therefore requesting that Town approve a parking lease at a rate of \$20 per bus per day versus the \$50 per bus per day included in the initial Lease approved February 6, 2023.

Analysis.

N/A

Possible Alternatives.

Do not approve entering into the modified Agreement as is being recommended by the START staff. This would result in buses returning to parking at the Fairgrounds. This would not allow for the additional operational oversight that staff desires.

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 multi-modal transportation network.

Fiscal Impact.

Salt Lake Express will reduce the rate charged to START to provide contracted bus service by \$20.00 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 new Lease Agreement between the Town of Jackson and Western Trails Charter and Tours, dba Salt Lake Express, and authorize the Mayor to execute the new 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 _____, 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 785 Railroad Avenue Rexburg, Idaho 83440. (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 begins on February 10, 2023 and concluding on April 10, 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 \$20.00 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: _____

LANDLORD:

TOWN OF JACKSON

BY: Hailey Morton Levinson, Mayor

ATTEST _____

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	March 20, 2023	Meeting Title:	Regular – Consent
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Amended and Restated Wastewater Connection and Use Agreement Between Teton County School District No. 1 and the Town of Jackson	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider the final Amended and Restated Wastewater Connection and Use Agreement between Teton County School District and Town of Jackson (“Agreement”).

Requested Action.

Staff requests Council consider the Agreement as presented in the attachment to this staff report.

Recommendations.

Staff recommends Council approve the Agreement as presented in the attachment to this staff report.

Background.

In 2017 the Town and the Teton County School District (“TCSD”) entered into an agreement for wastewater service for the Munger Mountain Elementary School. Importantly, via that agreement, the Town also authorized sewer service to the Wyoming Department of Transportation (“WYDOT”) and Teton County Weed & Pest as those parties’ facilities existed in 2017.

On November 15, 2021 WYDOT requested, and was approved for, wastewater service by the Town Council to serve additional development (housing) it sought to implement on its property. To effectuate that approval, it was necessary to amend the 2017 wastewater agreement between the Town and TCSD, which TCSD requested doing (and was approved for) at the December 6, 2021 Council meeting.

The Agreement attached to this staff report is the result of the negotiations between the Town and TCSD since Council’s approval in 2021.

Analysis & Key Policy Questions.

Key Policy Question: Does Council approve the Agreement attached to this staff report?

- The Agreement effectuates all of Council’s required conditions of approval from the December 6, 2021 meeting and staff recommends its approval by Council.

Possible Alternatives.

1. Council could direct staff to incorporate changes into the Agreement and further negotiate with TCSD.
2. Council could reject the Agreement entirely (thus leaving the existing 2017 Agreement in place and not connecting WYDOT’s housing development to the Town’s wastewater system).

Comprehensive Plan & Priority Alignment.

This project relates to Comprehensive Plan Common Value #1- Ecosystem Stewardship:

- Policy 1.2.c: Monitor and maintain water quality – *calls for monitoring cumulative impacts on water quality and the effectiveness of mitigation efforts and strive to exceed State.*

Fiscal Impact.

As noted above, this Agreement is the necessary first step for the connection of WYDOT's housing development, thus its approval would result in one-time capacity fees being collected with that (and any future) connection to the Town's wastewater system, the exact amount of which is determined pursuant to Title 13 of the Municipal Code at the time of permit application. The ongoing fiscal impact thereafter are the wastewater usage fees paid to the Town.

When additional parties/developments are connected to the Town's sewer system, there is a cumulative impact to the Town's operation and maintenance costs for the sewer collection and treatment systems and reductions in the Town systems' remaining future capacity.

Staff Impact.

Drafting and negotiating the Agreement required 15-20 hours of time for the Town Attorney, with an additional 10 hours from the Town Manager and Town Engineer, each respectively.

Attachments or Links.

- Amended and Restated Wastewater Connection and Use Agreement between Teton County School District No. 1 and the Town of Jackson.

Suggested Motion.

I move to approve the Amended and Restated Wastewater Connection and Use Agreement between Teton County School District No. 1 and the Town of Jackson and authorize the mayor to execute the Agreement.

**FIRST AMENDED AND FULLY RESTATED
WASTEWATER TREATMENT FACILITIES
CONNECTION AND USE AGREEMENT
FOR THE
TETON COUNTY SCHOOL DISTRICT SEWER CONNECTION**

This First Amended and Fully Restated Wastewater Treatment Facilities Connection and Use Agreement for the Teton County School District Sewer Connection (this "Agreement") is made and entered into to be effective as of the _____ day of _____, 2023 (the "Effective Date") by and between the **TOWN OF JACKSON, WYOMING**, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 (hereinafter referred to as "the Town") and **TETON COUNTY SCHOOL DISTRICT NO. 1, STATE OF WYOMING**, a duly organized Wyoming school district, 1235 Gregory Lane, Jackson, WY 83001 (hereinafter sometimes referred to as "TCSD").

RECITALS:

Whereas this Agreement amends, restates, and supersedes that certain Wastewater Treatment Facilities Connection and Use Agreement for the Teton County School District Sewer Connection with an effective date of June 14, 2017 by and between the Town and TCSD; and,

Whereas, the Town is the owner and operator of a wastewater treatment plant and associated facilities, including wastewater collection and interceptor mains, and by means of these facilities makes wastewater collection and treatment services available to residents of the Town and, in some instances, adjacent or nearby areas of Teton County, Wyoming; and,

Whereas, Teton County School District No. 1, or its successors or assigns as defined herein (an "Assignee"), is a public entity providing sewerage collection service to the Munger Mountain Elementary School Site located in Teton County, Wyoming. TCSD is the owner of certain utility systems, including a wastewater collection system (the "TCSD Wastewater Conveyance System"), which connects to the Town Wastewater Interceptor Main and thereby to the Town of Jackson Wastewater Treatment Facility; and,

Whereas, both the Town and TCSD have agreed or will agree to allow the Wyoming Department of Transportation Facility ("WYDOT Administration Building"), located on 1040 E Evans Road, Teton County, Wyoming; Wyoming Department of Transportation Employee Housing Units ("WYDOT Housing Units"), located on 1040 E Evans Road, Teton County, Wyoming, and Teton County Weed & Pest District Facility ("TCW&P"), located at 7575 S. Highway 89, Teton County, Wyoming to connect to the TCSD Wastewater Conveyance System and thereby to the Town Wastewater Treatment Facility; and,

Whereas, by Agreement dated June 14, 2017, the Town granted TCSD formal authority and permission to connect to and utilize the Town's wastewater collection and treatment systems for the benefit of the TCSD; and,

Whereas the Town's wastewater collection and treatment systems have adequate capacity to serve the current and anticipated future needs of the TCSD; and,

Whereas, on July 18, 2016, the Jackson Town Council voted to approve the Teton County School District Sewer Connection & Use Agreement, subject to four conditions of approval which are incorporated herein by reference, including that the TCSD is required to gain Final Wyoming Department of Environmental Quality (DEQ) Approval prior to executing this Agreement and that all sewer capital, capacity and use fees associated with the TCSD Wastewater Conveyance System were paid; and,

Whereas, on May 15, 2017, the Jackson Town Council re-addressed this issue and voted to approve a motion to direct the Town Attorney to modify the agreement with the Teton County School District to allow for an optimal engineering and utilization design solution to be revised and brought back to the Council for approval; and,

Whereas, on May 22, 2017, a Special Town Council meeting was held, and the Jackson Town Council approved a motion to approve the Wastewater Treatment Facilities Connection and Use Agreement for the Teton County School District Sewer Connection including two updates presented and any minor revisions made by the Town Attorney; and,

Whereas, on June 14, 2017, the Board of Trustees of Teton County School District approved a motion to approve the Wastewater Treatment Facilities Connection and Use Agreement for the Teton County School District Sewer Connection; and,

Whereas, on _____, a Special Town Council meeting was held, and the Jackson Town Council approved a motion to approve the First Amended and Fully Restated Wastewater Treatment Facilities Connection and Use Agreement for the Teton County School District No. 1 Sewer Connection; and,

Whereas, on March 8, 2023, the Board of Trustees of Teton County School District No. 1 approved a motion to approve the First Amended and Fully Restated Wastewater Treatment Facilities Connection and Use Agreement for the Teton County School District No. 1 Sewer Connection; and,

Whereas TCSD and the Town wish to set forth the amended and restated details of the collection and treatment of waste via the TCSD waste collection system as more particularly hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises and covenants herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. Permission to Connect to the Town's Wastewater Collection System.

The Town has authorized the TCSD to connect an optimally engineered and designed lift station(s), sewer force main(s), and gravity sewer(s) and appurtenances (hereinafter the "TCSD Wastewater Conveyance System") to the Town's Wastewater Treatment Facility via the Town Sewer Wastewater Interceptor Main and agrees to receive and properly treat wastewater collected by the TCSD subject to the terms and conditions set forth hereinafter. It is expressly understood by the parties, that the TCSD is not authorized to connect any other sewer services without prior approval from the Town of Jackson, other than the WYDOT Administration Building and the WYDOT Employee Housing Units, both located on 1040 E Evans Road, Teton County, Wyoming, and TCW&P facility located at 7575 S Highway 89 in Teton County, Wyoming.

Prior to any new sewer connections being allowed, parties wishing to connect to the TCSD Sewer Facilities ("Connectees") shall file a Connection Permit Application (the "TCSD Application") with TCSD's Sewer Operator, or its Assignee, and, if approved by the TCSD Sewer Operator or Assignee, shall then submit an application, as supplied and directed by the Town, to the Town. If both a TCSD Application and a Town application are approved and prior to connecting to the TCSD Wastewater Conveyance System, Connectees will be required to execute a Connection and Infrastructure Reimbursement Agreement with the TCSD and will be required to execute a TCSD Connectee Agreement with the Town.

2. Agreement to Treat Wastewater.

The Town hereby agrees to treat wastewater generated or collected by TCSD, from Connectees approved by the Town, subject to the provisions set forth hereafter. TCSD will be treated in accordance with applicable Town policies and ordinances, and shall not be subject to disconnection for lack of capacity.

3. Payment of Cost of Construction, Operation, and Maintenance of the TCSD.

TCSD shall be solely responsible for paying all costs associated with the construction, use, operation and maintenance of its collection, transmission, and metering system as well as the cost of connecting its transmission system to the Town Wastewater Interceptor Main system.

4. Construction Standards for Facilities.

All wastewater collection services, mains, backflow preventers, interceptors, lift stations and force mains constructed by TCSD have been and, in the future, shall be constructed to the applicable standards of the Town and shall be designed, constructed, tested and maintained to prevent ground water infiltration. The TCSD shall provide the Town with plans, specifications, testing records and verifications from a Wyoming Licensed Professional Engineer establishing to Town's reasonable satisfaction that all of TCSD existing facilities were designed, constructed and installed in accordance with designs, plans and specifications approved by the Town Engineer and the Wyoming Department of Environmental Quality (DEQ).

TCSD shall follow the more stringent of TCSD, Wyoming DEQ, International Plumbing Code, and Town ordinances or standards applicable, to the sewer main and sewer service construction, and infiltration restrictions. The Town shall be contacted and given an opportunity to complete an inspection of any new sewer service connections to the TCSD Wastewater Conveyance System.

5. Payment of Wastewater Capacity Fees.

Connectees to the TCSD Wastewater Conveyance System shall pay to the Town the wastewater capacity fees in accordance with applicable ordinances, resolutions, and regulations of the Town, as they exist and may be modified from time to time and as determined in the sole discretion of the Town Council of the Town of Jackson.

The Parties acknowledge and agree that TCSD has paid the wastewater capacity fees as assessed by the Town for Munger Mountain Elementary School built pursuant to BP-____ prior to connecting the completed TCSD Wastewater Conveyance System to the Town Wastewater Inceptor Main. If the Munger Mountain Elementary School is expanded or any other facilities are built on the TCSD property, TCSD shall pay additional wastewater capacity fees.

The Parties acknowledge and agree that WYDOT and TCW&P shall be solely responsible for paying all of their wastewater capacity fees assessed by the Town associated with their connection to the Town sewer system through the TCSD Wastewater Conveyance System.

The Parties acknowledge and agree that all other Connectees shall be solely responsible for paying all of their wastewater capacity fees assessed by the Town and associated with their connection to the Town Wastewater Inceptor Main through the TCSD Wastewater Conveyance System. Additionally, and TCSD will not allow such connection until such fees are collected by the Town.

6. Wastewater Rates.

TCSD shall pay wastewater treatment charges based upon its individual metered lift station usage. In addition, TCSD shall pay wastewater treatment charges for flows downstream of the TCSD lift station which may be calculated using volume measurements from additional wastewater treatment lift stations, or water supply meter readings with seasonal adjustments, as approved by the Town Engineer. The rates for such services shall be in accordance with the ordinances, regulations, and resolutions of the Town as they exist and may be modified from time to time and as determined in the sole discretion of the Town Council of the Town of Jackson. Town's billing may include surcharges for extraordinary strength wastes in accordance with the then-applicable Town ordinances, resolutions, and regulations for such wastewater rates. Billing for user charges will commence at such time as TCSD wastewater meter is installed. Town shall not charge TCSD rates higher than those for other users outside of the corporate limits of the Town without formal documentation identifying the additional cost of service that acknowledges that the Town incurs no cost to own, maintain, or replace the TCSD wastewater infrastructure. The Parties acknowledge and agree that WYDOT Administration Building and Employee Housing Units, TCW&P, and

other Connectees shall be solely responsible for paying their wastewater capacity fees assessed by the Town.

7. Septic Dumping Prohibited.

Septic waste, hazardous materials, or other unapproved substances shall not be introduced into the County or Town systems without prior written approval from the Town Engineer. TCSD shall include a clause prohibiting septic dumping in its Sewer System Connection and Use Rules and Regulations. When suspected dumping occurs, TCSD shall cooperate with investigative efforts to identify the sources of such illegal septic dumping.

8. Miscellaneous.

- A. With prior notice, the Town shall have access to the TCSD sewer facilities for the purpose of inspecting and testing of the facilities, and for the purpose of monitoring the wastewater flow and strength.
- B. TCSD has provided the Town with plans, specifications, testing records and verifications from a Wyoming Licensed Professional Engineer establishing to Town's reasonable satisfaction that all of the TCSD existing facilities were designed, constructed and installed in accordance with designs, plans and specifications approved by the Town Engineer and the Wyoming DEQ. Should TCSD expand, it shall provide the same as above for all expansion infrastructure.

9. Construction, Maintenance, Repair, and Indemnification.

TCSD or its Assignee shall be solely responsible for construction, maintenance, and repair of all of its service lines, collection mains, interceptors, lift stations, measuring devices, and force mains to the point of connection with the connector system which flows into the Town Wastewater Inceptor Main. TCSD shall maintain its Wastewater Collection System and, upon written notification from the Town that portion of the system are deemed substandard or in non-compliance with current Town standards, shall make any subsequent repairs, modifications, or replacements to its system consistent with the Town's maintenance program and as approved by the Town Engineer and Department of Environmental Quality. Written notification that repairs have been completed is required from TCSD to the Town within thirty (30) days of the original notification, or in ten (10) days after completion if the repairs take longer than thirty (30) days. Such repair schedule may be adjusted depending on severity of the issue, extent of corrective work needed, and contractor availability, as agreed between the parties.

TCSD agrees to indemnify the Town for any violation by the TCSD of any regulatory agency's rules and regulations, and for the imposition of fines and/or legal costs associated with such violation, related to pretreatment requirements, improper discharge into the Town's wastewater system by any of the TCSD users, or other activity of the TCSD in violation of such rule or law.

Town shall not have any responsibility or liability for construction, maintenance, or repair of any portion of the TCSD system. TCSD shall, and does hereby agree, to indemnify and hold harmless the Town from against any and all cost, liability, expense, and cause of action resulting from TCSD operations or failure to maintain or repair any portion of its system, which indemnification shall include indemnification for any and all costs of defense including reasonable attorney's fees for any action or proceedings in which the Town becomes a party as a result of actions brought against it by any person arising from the provision or failure to adequately provide utility services by TCSD.

TCSD shall not have any responsibility or liability for construction, maintenance, or repair of any portion of the Town wastewater treatment facility and associated wastewater systems. Town shall, and does hereby agree, to indemnify and hold harmless the TCSD from against any and all cost, liability, expense, and cause of action resulting from Town operations or failure to maintain or repair any portion of its system, which indemnification shall include indemnification for any and all costs of defense including reasonable attorney's fees for any action or proceedings in which the TCSD becomes a party as a result of actions brought against it by any person arising from the provision or failure to adequately provide utility services by the Town.

10. Assignment.

Pursuant to Wyo. Stat. § 41-10-101 to 457 (2019), the Parties acknowledge and agree that the TCSD may desire to create a Wyoming water and sewer district (the "District"). If said District comprises only TCSD, WYDOT, and TCW&P, the ownership, management, maintenance and administration of the TCSD Wastewater Conveyance System will be assigned and transferred to the District as TCSD's Assignee. If said District will include any additional parties or parcels not currently owned by TCSD, WYDOT, and TCW&P, said District may not be assigned without express, prior written approval by the Town.

11. Voluntary Termination.

TCSD shall have the right to terminate this Agreement at any time upon ninety (90) days written notice to the Town of its intent to terminate followed within thirty (30) days after the expiration of such ninety (90) day notice period by disconnection of TCSD Wastewater Collection System to the Town Wastewater Inceptor Main. TCSD shall be responsible for all costs associated with termination and disconnection from the Town Wastewater Inceptor Main.

12. Enforcement.

This Agreement may be enforced by either Party by an action at law or in equity, specifically including extraordinary remedies of specific performance and injunctive relief.

13. Entire Agreement/Amendment.

This Agreement constitutes the entire agreement between the Parties, and it may not

be amended except by agreement in writing signed by the Parties hereto.

14. Binding/Severability.

This Agreement shall be binding upon the Parties hereto and their successors and assigns in interest of the facilities set forth herein. In the event any portion of this Agreement shall be deemed unenforceable for any reason, such determination shall not affect the enforceability of any of the remainder of the provisions of this Agreement, which shall remain in full force and effect.

15. No Third-Party Beneficiary Rights.

The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The Parties to this Agreement intend and agree that only the Parties' signatory to this Agreement shall have any legal or equitable right to enforce this Agreement, or to seek any remedy arising out of the breach of this Agreement.

16. Governing Law, Jurisdiction, Construction.

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

17. Sovereign or Governmental Immunity.

Neither the Town nor TCSD waive their sovereign or governmental immunity by entering into this Agreement, and they fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement

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

**Teton County School District No. 1,
State of Wyoming**

By: _____



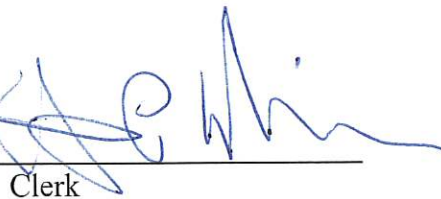
William Scarlett IV, Chair
Teton County School District #1
Board of Trustees

Town of Jackson, Wyoming

By: _____

Hailey Morton Levinson,
Mayor
Jackson Town Council

Attest: _____


Clerk

Attest: _____

Town Clerk

STAFF REPORT



Meeting Date:	March 20, 2023	Meeting Title:	Town Council Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Sister City Exchange – Lienz, Austria	Public Comment:	Yes

Purpose & Policy Considerations.

The Mayor and Council consider budgetary decisions on behalf of the Town of Jackson.

Requested Action.

Staff is requesting Town Council direction on whether to begin planning a delegation trip to Lienz, Austria in September of 2023. In addition, staff is requesting Town Council to consider reallocating the previously approved budgeted funds from FY23 for travel to Jackson’s “Sister City” in Lienz, Austria to the FY24 budget.

Recommendations.

Staff recommends the reallocation of previously approved budgeted funds from the FY23 to the FY24 budget if the Town Council wishes to send a delegation to Lienz, Austria in FY24.

Background.

Elisabeth Blanik, the Mayoress of Lienz, Austria, has formally invited a delegation from the Town of Jackson to visit the City of Lienz, Austria in September of 2023.

In 1971, Pepi Stiegler, Director of the Jackson Hole Ski School and Erich Meyer, Director of Tourism for the Town of Lienz, Austria, officially “joined” Jackson and Lienz in a “Sister-City” partnership that has continued to this day. Jackson and Lienz have actively engaged in exchanges for over the 50 years. Official groups from Jackson have celebrated in Lienz for the 20th, 25th, 30th and 40th anniversaries of our partnership. Previous mayors from Jackson that have visited Lienz include Bob Shervin, Abi Garaman, Jeff Crabtree and Mark Barron. We have sent over more than 400 students to Lienz for summer studies; several artists have exchanged visits and programs; the Jackson schools have exchanged pen pals; a Rotary exchange student spent a year in Lienz; and many Lienz teenagers have lived and worked in Jackson during the summer months.

There have been five official visits from a Lienz delegation to Jackson, Wyoming; the most recent was in 2018. The last official visit to Lienz, Austria from a Town of Jackson delegation was in 2014.

The modern concept of Sister Cities has its roots in the Second World War in an effort to establish solidarity links between two cities in allied countries. The idea has expanded to encourage trade and tourism or to reflect other links such as towns sharing history, ideas and information in municipal management. Lienz, Austria is a town of approximately 13,000 inhabitants located in the East Tirol (Osttirol) between the Italian Dolomites and the Austrian Alps. It is the home of Peter and Pepi Stiegler and has become a well-known tourist center in Osttirol.

Analysis.

Question: What are the benefits of sending a delegation from Jackson, Wyoming to Lienz, Austria? The Town of Jackson and the City of Lienz have many similarities ranging from population, tourism, geographic size, weather patterns, snow accumulation and topography to name just a few. An exchange of knowledge, ideas and experiences in the realms of Public Administration including, but not limited to, municipal planning, eco system stewardship, policing, affordable housing, public transportation, wastewater treatment, street maintenance and plowing to name a few. Such an exchange of ideas could prove to be beneficial for both cities. Representatives from various Town

of Jackson departments would have the opportunity to meet with and engage in dialog with representatives from various departments of Lienz. The sharing of information and ideas could lead to improvements in how we as a Town operate.

In addition to sharing information, sending a Jackson delegation exchange to Lienz, Austria would continue to foster the relationship which developed over 50 years ago.

If approved, a Jackson delegation committee comprised of members of town staff and representation from Town Council would be formed to discuss topics ranging from attendee list, travel, accommodations, itineraries, meetings, and potential recognition gifts and official presentations to the city of Lienz and representatives.

Question: Is this expense necessary?

It is difficult to put a cost-benefit analysis on building political and cultural goodwill; however, sister city programs offer a means to bridge political differences and improve international relationships. Longtime Jackson resident Stan Klassen, who passed away in 2011, organized Jackson's sister city activity for years. Klassen said, "(t)his enduring and ongoing partnership has been a great opportunity for two different countries, cities and cultures to share friendship, ideas and common positive experiences."

During the last delegation visit in 2018 Lienz Councilor Galinda Kieberl was quoted as saying "(s)ome people question if it is a necessary expense, visiting a sister city that is so far away, but I think it is important to see the other side, people with a different experience than us."

Possible Alternatives.

Town Council alternatives:

- Approve the request with modifications
- Deny the request
- Other

Comprehensive Plan & Priority Alignment.

Sending a Jackson delegation to Lienz provides opportunities for on-site visits and in-person exchanges of ideas. Representatives from Jackson and representatives from Lienz would have the opportunity to discuss shared community priority goals.

These discussions could include conversations which would align with the Teton County Comprehensive Plan & Community Priority Goals in addressing stewardship of natural resources. Principal 1.2 – Preserve and enhance water and air quality. Policy 1.2c – Monitor and maintain water quality. Policy 1.2.d: Improve air quality.

Discussions may address climate sustainability through energy conservation. Principle 2.1 – Reduce consumption of non-renewable energy. Policy 2.1a: Shift community energy consumption behavior. Policy 2.1.c: Increase local use and generation of renewable energy. Principle 2.3 – Reduce energy consumption through transportation. Policy 2.3.a: Meet future transportation demand through the use of alternatives modes. Policy 2.3.b: Create a safe, efficient, interconnected multimodal transportation network.

Conversations may address energy conservation through waste management and water conservation. Principle 2.5 – Conserve energy through waste management and water conservation. Policy 2.5.a: Encourage water conservation. Policy 2.5.c: Reduce energy consumption in wastewater treatment.

Discussions may address town as heart of the region – the central complete neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities. Principle 4.4 – Enhance

civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood. The Town has traditionally served as the cultural, social and civic hub for Teton County and the region. Policy 4.4.a: Maintain and improve public spaces, Policy 4.4.c: Continue traditions and community events.

We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

Fiscal Impact.

The Town of Jackson has \$25,000 budgeted in the current FY23 budget for a delegation from Jackson, Wyoming to travel to Lienz, Austria. This could include travel costs including airfare and hotel stays of delegation members employed by the Town of Jackson. This could also include gifts of recognition to the City of Lienz.

Staff Impact.

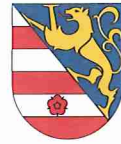
- Coordinating travel plans with the city of Lienz, Austria.
- Securing travel reservations.
- Time out of the office.

Attachments or Links.

Official Letter of Invitation from Mayoress Elisabeth Blanik

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

I move to direct staff to begin planning a delegation trip to Lienz, Austria in September of 2023 and to place \$25,000 in funding for this item in the FY24 budget for consideration.



Stadttamt A-9900 Lienz
Liebburg - Hauptplatz 7

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Fax +43 (0)4852 600-201

e.blanik@stadt-lienz.at

Sister-City Town of Jackson
Mayor Hailey Morton Levinson
150 E Pearl Avenue
Jackson, WY 83001
per Email

Lienz, Feb 1st 2023

Dear Mayor's colleague, dear Hailey!

We had the pleasure to visit Jackson in 2018. In our opinion it has been too long of time not being able to see each other. Therefore we are really looking forward to seeing you, dear Hailey, with a delegation in Lienz soon.

So on behalf of the Town Hall of Lienz it is a great pleasure for me to welcome you with a delegation from Jackson in September 2023 in Lienz.

Yours sincerely,

Elisabeth Blanik

STAFF REPORT



Meeting Date:	March 20, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Joint Affordable Housing	Presenter:	Kristi Malone
Agenda Item:	Consideration of Special Restriction for Workforce Rental Housing at Teton Gables Apartments at 255 S Highway 89	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council ("Council") will consider a Workforce Rental Special Restriction ("Special Restriction") for seven units at 255 S Highway 89. This deed restriction satisfies the housing requirement for on-site use of the Workforce Housing Floor Area Bonus tool (LDR Sec. 7.8.4).

Requested Action.

Approval of the Special Restriction and authorization of Mayor Morton-Levinson to sign the Special Restriction.

Recommendations.

Staff recommends approval of the Special Restriction.

Background.

Recent redevelopment of this site used the Workforce Housing Floor Area Bonus tool applicable to produce additional floor area beyond the base zone allowance in exchange for Workforce Restriction of a portion of the bonus floor area. This restriction satisfies the condition of approval for the Building Permit at this site, which was issued by the Planning & Building Department and is nearing issuance of Certificate of Occupancy: "Prior to certificate of occupancy the workforce restriction shall be recorded with the County Clerk."

According to Planning Division review of the Building Permit, a total of 9,474 sf of bonus floor area was achieved through use of this development tool with 3,423 sf dedicated to seven Workforce Rental apartments.

Analysis.

Use of the Workforce Housing Floor Area Bonus applies to physical development of additional floor area and results in the production of required affordable workforce housing on the project site, which is the preferred method per the Town of Jackson Land Development Regulations for meeting the standards of Division 6.3 Affordable Workforce Housing. Recordation of an approved standardized deed restriction ensures that the units function as workforce housing in perpetuity under compliance authority of the Housing Department.

A few changes to the model template were undertaken as follows:

1. Capital Improvements provision was removed from Article 2 because there is no credit available for capital improvement that may be undertaken by the owner of this complex.
2. Revising the provision addressing breach of the restriction or the Rules and Regulations because these are apartment units that cannot be segregated from the Property as a whole (unlike condominiums, where the JTCHA can force a sale of an individual unit).

Staff recommends these changes to accommodate the specific characteristics of this development.

Comprehensive Plan & Priority Alignment.

This item is in alignment with Section 5 of the Comprehensive Plan by providing workforce housing (Principle 5.1), strategically locating a variety of housing types (Principle 5.2), reducing the shortage of housing affordable to the workforce (Principle 5.3), and using a balanced set of tools to meet our housing goal (Principle 5.4)

Fiscal Impact.

N/A

Staff Impact.

Housing Staff spent approximately 2 hours on this item.

Attachments or Links.

Special Restriction for Workforce Rental Housing Located at 255 S Highway 89 (Teton Gables Apartments)

Suggested Motion. I move to approve the Special Restriction for Workforce Rental Housing located at 255 S Highway 89 (Teton Gables Apartments) as presented in the attachment to this staff report.

**Deed Restriction for Property
Located at 255 S Highway 89
(Teton Gables Apartments)**

This Deed Restriction ("Restriction") is made and entered into this ____ day of _____, 2023, by the undersigned owner of the property ("Declarant") and Town of Jackson, Wyoming.

RECITALS:

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

See attached Exhibit A
PIDN: 22-41-16-32-1-00-031 ("Land" or "Property")

WHEREAS, Declarant participated in the Workforce Housing Floor Area Bonus tool (or a like successor) pursuant to which in exchange for restricting the Land and the Residential Unit defined herein with a Workforce Program Restriction, in accordance with the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations"), Declarant received Additional development potential (Floor Area), all as more specifically set forth in the Rules and Regulations. Being a condition of approval for Permit No. B21-0544, in which Declarant received 9,474 square feet additional Floor Area, Declarant is restricting:

- Unit 204, with one bedroom.
 - Unit 206, with one bedroom.
 - Unit 208, with one bedroom.
 - Unit 210, with one bedroom.
 - Unit 212, with one bedroom.
 - Unit 310, with one bedroom.
 - Unit 312, with one bedroom.
- (together or individually "Residential Unit").

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to Wyo. Stat. §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 this Restriction;

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners have duly enacted the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations") and this Restriction is subject to such Rules and Regulations as they are amended from time to time;

WHEREAS, in furtherance of the goals, objectives, requirements, and conditions of Permit No. B21-0544, 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, Declarant agrees to restrict the use and occupancy of the Residential Unit as set forth herein;

WHEREAS, Declarant desires to record this Restriction and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to this Restriction and the Rules and Regulations, as they may be amended from time to time, which Restriction shall be in addition to all other covenants, conditions, or restrictions of record affecting the Residential Unit, and shall be enforceable by JTCHA and Town of Jackson, Wyoming. Furthermore, Declarant hereby declares that where the term “Declarant” is used in this Restriction it includes and means each and every subsequent owner, unless otherwise specifically clarified.

NOW, THEREFORE, in satisfaction of the conditions in and consideration of Permit No. B21-0544, Declarant hereby declares, covenants, and agrees for itself and each and every person acquiring ownership of the Land and/or Residential Unit, that they shall be held, used, occupied, developed, transferred, and conveyed subject to this Restriction in perpetuity.

ARTICLE I RENTAL BY A QUALIFIED HOUSEHOLD

1.1 Qualified Household. The rental of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household, as set forth herein and as further defined in the Rules and Regulations (“Qualified Household”).

1.1.2 Employment. At time of rental and in perpetuity during any and all rental periods, at least one member of the Qualified Household must work a minimum of 1,560 hours per year for a Local Business, as that term is defined in the Rules and Regulations.

1.1.3 Income Limit. At time of rental and in perpetuity during any and all rental periods, the Qualified Household must earn, at minimum, 75% of its income from a Local Business, as that term is defined in the Rules and Regulations.

1.1.4 Residential Real Estate. At time of rental and in perpetuity during any and all rental periods, no member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) real estate except as set forth in the Rules and Regulations.

1.2 Qualification Determination by the Housing Department. The Housing Department shall determine, in its sole discretion, whether a prospective tenant is a Qualified Household. The Department shall use written applications, representations, and information to make the determination, which shall include the verification of those materials as necessary and appropriate to establish and substantiate eligibility.

ARTICLE II OCCUPANCY, IMPROVEMENT, AND USE

2.1 Rules and Regulations Applicability. All applicable limitations on occupancy, improvement, and use set forth in the Rules and Regulations, apply to the Residential Unit.

- 2.2 Business Activity. No business activities shall be carried out in a Residential Unit, except to the extent allowed in the Rules and Regulations.
- 2.3 Guests. No persons other than those comprising the Qualified Household, as set forth in the Rules and Regulations, may occupy the Residential Unit.
- 2.4 Maintenance. Declarant 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 pursuant to the Rules and Regulations. In the event Declarant fails to maintain the Residential Unit in a safe, decent, and sanitary condition, the Housing Department may take action, and be reimbursed for costs thereof, all as set forth in the Rules and Regulations.
- 2.5 Insurance. Declarant shall keep the Residential Unit continuously insured as set forth in the Rules and Regulations. Declarant shall, as often as necessary to prove compliance herewith at all times, furnish and deposit with the Housing Department certificates of such insurance policy to be maintained by Declarant with evidence of payment of the premiums thereon.
- 2.6 Compliance with Laws and CC&Rs. The Residential Unit shall be occupied in full compliance with this Restriction; the Rules and Regulations; all laws, statutes, codes, rules, regulations of state, local, and federal law; Covenants, Conditions & Restrictions; and all supplements and amendments thereto.
- 2.7 Inspection. Upon reasonable notice to Declarant, the Housing Department shall have the right to inspect the Residential Unit from time to time as set forth in the Rules and Regulations.
- 2.8 Records. Declarant shall maintain records of service, rental, repair, and maintenance for a period of 2 years after their issuance. The Housing Department shall have the right to review the written records required to be maintained by Declarant.
- 2.9 Renting. The Residential Unit may be rented to the extent allowed in the Rules and Regulations. The Residential Unit may be rented for a minimum period of 180 days. Declarant shall set the rent. There is no cap on rent or rent appreciation.
- 2.10 Periodic Reporting. In order to confirm compliance with this Restriction, the Rules and Regulations, and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, improvement, or transfer of the Residential Unit, Declarant shall timely comply with information requests, application material submission, and all supplemental requests as set forth in the Rules and Regulations. If the Declarant rents the Unit, the Declarant is responsible for timely compliance with all reporting requirements.
- 2.11 No Owner Occupancy. Declarant shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Declarant is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy extends to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.

ARTICLE III SALE

3.1 Sale of the Property. The Property may be bought and sold, except that all reporting and record-keeping required herein for the Residential Unit shall be continuous and any new owner shall obtain the required records from the prior owner. Every conveyance of the Property shall be subject to this Restriction. Within 10 days prior to the closing of the sale or other transfer of the Property, seller 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 purchaser.

ARTICLE IV TERMINATION, AMENDMENT, CORRECTION

4.1 Termination by the Town of Jackson, Wyoming. This Restriction may be terminated after a determination by the Town of Jackson, Wyoming that this Restriction is no longer consistent with the goal of providing affordable housing.

4.2 Amendment. This Restriction may be amended by a signed, written amendment executed by both the Town of Jackson, Wyoming and Declarant and recorded in the Teton County Clerk's Office against title to the Property.

4.3 Correction. JTCHA may unilaterally correct this Restriction to address scrivener's errors, erroneous legal descriptions, or typographical errors.

ARTICLE V GENERAL PROVISIONS

5.1 Breach.

5.1.1 Breach Defined. Each of the following shall be considered a breach hereof ("Breach").

5.1.1.1 A violation of this Restriction, the Rules and Regulations, the Declaration of Covenants, Conditions & Restrictions, or any rule or law a violation of which could result in a lien recorded against the Property.

5.1.1.2 Failure to pay any financial obligation due or failure to perform a non-monetary obligation with respect to the Residential Unit which failure to pay or perform could result in a lien recorded against the Property. This includes, without limitation, homeowner dues, property taxes, contractor and servicer bills, and payment required by a promissory note secured by a mortgage recorded against the Property. Declarant shall notify the Housing Department in writing of any notification received from any party of past due payments or failure to perform within ten (10) calendar days of the date on the first notice of any such failure to pay or perform.

5.1.1.3 The Property is taken by execution or by other process of law, or Declarant is judicially declared insolvent, or Declarant assigns or attempts to assign the Property for the benefit of creditors, a receiver, trustee, or other similar officer being appointed to take charge of any substantial part of the Residential Unit or Declarant's property by a court of competent jurisdiction.

5.1.1.4 Fraud or material misrepresentation by Declarant or an occupant in the provision of information or documents included in an application, or additional submissions of requested documentation by the Housing Department, and related to the mission, goals, objectives, requirements, and conditions of JTCHA and its programs.

5.1.2 Administrative Process. Upon any alleged Breach, the parties must proceed in accordance with the default process set forth in the Rules and Regulations, as they may be amended from time to time.

5.1.3 Court Enforcement. After exhausting the administrative process required by Article 5.2 of this Restriction any order of the Housing Authority Board may be appealed via a court of competent jurisdiction.

5.1.4 Breach Remedies. In addition to any other remedies the JTCHA may have at law or equity, in the event of Breach, the JTCHA's remedies shall include, without limitation, and at its discretion, the right to invoke any remedies available to it and seek any such relief, at law or equity, as may be appropriate, including but not limited to, specific performance of this Restriction and the Rules and Regulations; temporary, permanent, or preliminary injunctive relief (including prohibiting a proposed sale or transfer); a declaration that a sale or transfer is void; and monetary damages. Any equitable relief may be sought singly or in combination with such other remedies the JTCHA may be entitled to, either pursuant to this Restriction, the Rules and Regulations, the applicable Land Development Regulations, or under the local, state, or federal law. In the event the Housing Department believes there to be a Breach, the Housing Department shall send written notice to the Declarant of such violation, the required action to cure, and the timing for such cure. If Declarant disputes the Housing Department's decision, Declarant shall proceed in accordance with the Rules and Regulations.

5.1.5 Hold Harmless. In the event of a Breach, Declarant hereby holds the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents harmless against any and all claims, suits, or actions of every name, kind, and description and any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of the Town of Jackson, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.

5.1.6 Reimbursement. In the event of a Breach, Declarant hereby agrees to reimburse the actual expenses, attorney's fees, and costs for any action the JTCHA and/or Housing Department expends to enforce this Restriction.

5.2 Jackson/Teton County Housing Department Housing Rules and Regulations. The term "Rules and Regulations" is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time and which are codified in the Municipal Code of the Town of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. 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 this Restriction shall be as set forth in the Rules

and Regulations, as the same may be amended from time to time. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply.

5.3 No Legal Action. Neither the Declarant, nor any prospective purchaser, tenant, renter, 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, Teton County, Wyoming, or the Housing Department arising out of this Restriction. Neither the Town of Jackson, Teton County, Wyoming, nor the Housing Department shall have any liability to any person aggrieved by the decision of the Town of Jackson, Teton County, Wyoming, or the Housing Department regarding eligibility of a Qualified Household or any other matter relating to this Restriction.

5.4 Restriction as a Covenant. This Restriction 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 , Wyoming.

5.5 Notices. All notices required to be served upon Declarant and the Town of Jackson, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.

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

With a Copy to:
Town of Jackson, Wyoming.
Attn: Clerk
P.O. Box 1687
Jackson, WY 83001.

Declarant
To the Address on file with the Teton County Clerk's Office

5.6 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 this Restriction, 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.

5.7 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

5.8 Choice of Law, Forum. This Restriction 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 this Restriction or its subject matter. Declarant by accepting a deed for the Property hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.

5.9 Severability. Each provision of this Restriction 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.

5.10 Section Headings. Paragraph or section headings within this Restriction 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.

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

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

5.13 Successors and Assigns. This Restriction shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators, and assigns.

5.14 Governmental Immunity. Neither the Town of Jackson, Wyoming nor the JTCHA or Housing Department waives governmental immunity by executing this Restriction and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Declarant has executed this instrument on the _____ day of _____, 2023 (the "Effective Date").

OWNER:

By:

Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 2023, the foregoing Restriction was acknowledged before me by _____ as _____ of _____.

Witness my hand and official seal.

(Seal)

Notary Public

Town of Jackson:

Haley Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	March 20, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Planning Department	Presenter:	Katelyn Page
Agenda Item:	P22-253 Development Plan for a new 3-story mixed use building at the properties addressed as 245 and 265 N. Millward St.	Public Comment:	Yes

Purpose & Policy Considerations.

A Development Plan is required in the Commercial Residential – 2 (CR-2) zoning district by the Town of Jackson Land Development Regulations (LDRs) for projects with a floor area exceeding 6,900sf. The proposed project includes 13,538sf of qualifying floor area so a Development Plan and Council review are required.

Requested Action.

The applicant is requesting approval of a Development Plan for a new 3-story mixed use building at the properties addressed as 245 and 265 N. Millward Street – “Millward Street Apartments”.

Recommendations.

The Planning Director recommends **approval** of a Development Plan for a new 3-story mixed use building at the properties addressed as 245 and 265 N. Millward St., subject to the departmental reviews attached hereto, and the following conditions:

1. Prior to certificate of occupancy, the applicant is required to pave the unpaved portion of the adjacent alleyway from W. Gill Avenue to the northern boundary of 265 N. Millward Street to a standard that meets or exceeds the paving standards of the Town.
2. Prior to certificate of occupancy, a 6-foot wide public access easement across the eastern frontage of the property for sidewalk access shall be provided by the applicant to the Town and general public and recorded with the Teton County Clerk.
3. Prior to certificate of occupancy, a utility easement to access the transformer and associated equipment in the northwest corner of the Property shall be provided by the applicant to Lower Valley Energy and recorded with the Teton County Clerk.

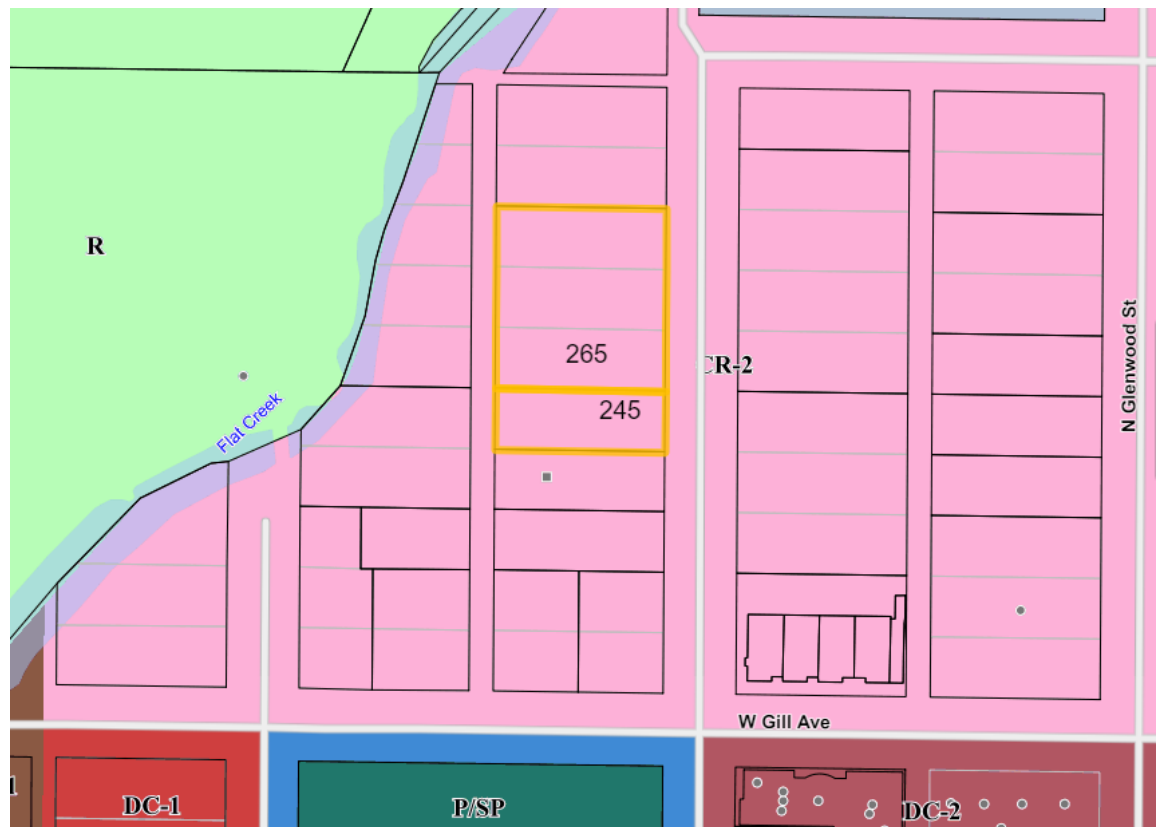
The Planning Commission recommended approval with the following added condition of approval:

1. Prior to Town Council review, the Fire/EMS Department shall review again the fire access to the project and the Public Works Department shall review again the suitability of the alley to accommodate proposed traffic from the project; all updated information shall be presented to the Town Council.

Note: this condition was met by staff (see below in staff report).

Project Location.

The properties are located at 245 N. Millward Street (LOT 6, BLK. 2, JACKSON (MOS T-26D)) and 265 N. Millward Street (LOT 3-4-5, BLK. 2, JACKSON (MOS T-26D)). An aerial photo and zoning map are shown on the following page:



Background.

The 28,076sf site is comprised of 4 lots spanning 2 parcels at 245 and 265 N. Millward Street (the Property). The Property is zoned Commercial Residential – 2 (CR-2). Surrounding properties are also zoned CR-2. Existing development, all of which is proposed for demolition, includes:

- 28 Lodging units
- 1 Detached dwelling unit
- 5 Apartments (1-2 bedrooms each)

The existing lodging units have been converted to seasonal and year-round workforce housing in recent years. The applicant is requesting approval of a Development Plan for a new 3-story mixed-use complex (referred to as “Millward Street Apartments”) comprised of a total of 48 units (37 apartments and 11 short-term rental units) and 4,240sf of commercial floor area and circulation. The development exceeds the combined base Floor Area Ratio (FAR) plus additional FAR for lodging use of 0.80 FAR (totaling 22,460sf) by utilizing the 2:1 Workforce Housing Bonus (referred to as “2:1 Bonus”). The project exceeds the above .80 FAR by approximately 18,616sf including circulation space. Of the 2:1 bonus floor area, 17,221sf is market housing and circulation (20 units) and 10,318sf is workforce deed restricted housing and circulation (17 units). With the 2:1 bonus, the combined FAR for the entire project is 1.46 (41,076sf above ground habitable floor area).

In summary, of the 48 units proposed, 20 are market, 17 are workforce deed restricted, and 11 are short-term rental units. Even though the zoning allows ownership units (i.e., condominiums and townhomes), the applicant has not indicated interest in subdividing the units at this time and plans to keep units as apartments and short-term rentals. Below is a general summary of unit and floor area characteristics.

TOTAL CALCULATIONS (proposed)

- Total above-ground habitable floor area: 41,076sf
- Total Residential / Short-term rental units: 48 units
 - 32 studio (495sf ea.)
 - 4 1-bedroom (495sf)
 - 10 2-bedroom (980sf to 1308sf)
 - 2 3-bedroom (1515sf)
- Residential Unit Breakdown:
 - 20 Market Units (11 studio, 2 one-bed, 6 two-bed, 1 three-bed)
 - 17 Workforce Deed-Restricted Units (14 studio, 1 one-bed, 2 two-bed)
- Short-term rental units: 11 units (7 studio, 1 one-bed, 2 two-bed, 1 three-bed)
- Total Commercial: 4,240sf
 - Office – 1,984sf
 - Retail – 2,256sf
- Total Parking: 67 spaces required with 51 provided on the Property
 - 51 off-street spaces
 - 9 on-street spaces
 - 4 fee in lieu spaces
 - 3 space reduction via Administrative Adjustment (P22-252)

Staff Analysis & Key Policy Questions.

Key Policy Questions

As outlined in the below analysis for this development plan, Staff finds key policy questions for Council consideration to be the following:

- Does the Millward alley — assuming it's paved and widened as conditioned — adequately serve as the sole access to the site without the need for additional access directly from Millward Street?

Development Plan Review

This project requires a Development Plan review because the development's qualifying floor area of 13,538sf base and lodging floor area exceeds the 6,900sf threshold for a Development Plan review in the CR-2 zone.

The purpose of a Development Plan is to review a physical development or development option that is large and complex enough to benefit from a public review at a sufficient level of detail to determine compliance with these LDRs prior to the preparation of final construction or plat documents. After reviewing the applicant's submittal, Staff finds that as conditioned it complies with the CR-2 zone. Please refer to the LDR Compliance Table below:

LDR Compliance Table			
	Required	Proposed	Compliance
Lot Standards			
<i>Building Setbacks (Sec. 9.4.8) (9.4.10.B)</i>			
Primary Street	0'-10'	3'-4"	Yes
Side Interior	5'	5'	Yes
Alley	10'	10'	Yes
<i>Landscaping (Div. 5.5)</i>			
LSR	10% 2,687 sf	2,689sf (10%)	Yes
Plant units	1/1,000 sf of landscape area (2.687 Plant Units required = 3 PUs required)	5 Plant Units	Yes
<i>Parking Setbacks</i>			
Primary Street, above ground (min)	30'	>30'	Yes
Secondary Street, tuck under, enclosed (min)	0'	0' Alley (22' length space)	Yes
<i>Access</i>			
Curb Cut width (max)	24'	No curb cut. Alley Vehicular Access (18' width aisle)	Yes

Bulk Standards			
Street Facade (Sec. 9.4.11)			
Width of ground and 2nd story in primary street setback range			
% of lot width (min)	70%	Ground Level – 86% 2nd Story – 72%	Yes
Building Height (Sec. 9.4.9)			
Building Height (max)	42'	<42'	Yes
Stories (max)	3	3	Yes
Building Stepback (Sec. 9.4.12)			
3-Story Stepback	10'	10'	Yes
Encroachment in stepback of façade (max)	60%	60%	Yes
Scale of Development (Sec. 9.4.13)			
Floor Area Ratio	0.46 Base (12,914 sf max allowed) + 0.34 Lodging (9,545 sf max allowed) + Density Incentives	Base and Lodging FAR 13,538 sf + 2:1 Bonus 27,539 sf = Total Above Ground Habitable 41,076 sf	Yes
Form Standards			
Pedestrian and Building Frontage			
Trees in grates	5' planting + 6' clear sidewalk	5' planting + 6' clear sidewalk	Yes
Building Frontage	Shopfront (Sec 2.2.1.D.2)	Shopfront (See application pg. 3 of 11 - LDR Compliance Table)	Yes
Use Standards			
Parking	Total Required - 67 spaces Total Off-street Required (for residential and lodging uses) - 54 spaces	67 Total: 51 onsite 9 on street 4 fee in-lieu 3 space reduction approved via P22-252	Yes
Bike Parking	3 bike spaces (1/10 nonresidential vehicle spaces)	18 spaces on-site	Yes
Housing Mitigation	Office Retail Lodging Apartment	Existing Credit: 2.879 units Proposed: 2.610 units	Yes. No Housing Mitigation required

Comprehensive Plan/Desired Future Character

The proposed project is located within Subarea 2.3 – Downtown of the Comprehensive Plan and in the Lodging Overlay. This large, mixed use, transitional subarea currently consists of a variety of retail, restaurant, office and other commercial activities, along with long-term residences and lodging in a variety of building sizes and forms. The goal of this subarea is to create a vibrant mixed-use area by accommodating a variety of uses and amenities. Downtown is the center of civic, economic, and social activity, as well as the center of the visitor experience. This subarea is intended to also provide a good mix of residential and lodging uses, usually within two to three story buildings that create an attractive street wall. The subarea vision also notes parking for commercial uses should continue to be provided predominately in public lots and on street to create a vibrant, walkable area that is oriented to the pedestrian. Staff finds that the proposed mixed-use Development Plan, which includes ground level retail/office uses with a variety of residential and lodging uses above in a well-designed building, fits with the desired future character of Subarea 2.3 – Downtown.

Neighborhood Context

The CR-2 zone standards (height, setbacks, LSR, etc.) were specifically designed to implement and be consistent with the Comprehensive Plan vision provided above. Thus, because the Property is zoned CR-2 it allows buildings up to 3 stories in height, is intended to provide for mixed-use developments consisting of primarily retail, office, lodging, and residential uses, and serves as a transitional area to lower density residential areas located across Flat Creek.

Surrounding properties are a combination of 3-story, higher density lodging or residential uses and older single story residential uses. To the west of the 200 block of N. Millward Street are predominantly older single story residential units with some commercial units present. To the east are predominantly 3 story structures including the Timbers Residence Club and Homewood Inn & Suites. There are also single story structures on the eastern frontage of N. Millward Street. One intent of the CR-2 zone is to serve as a transition from lower density residential zones to higher density zones frequently found near the Downtown Core. Additional developments of note in close proximity to the Property include 3-story structures at the Rusty Parrot (DC-1), the White Buffalo Club (DC-2), and Glenwood-Gill Residences (DC-2).

Site Design

Staff finds that the proposed site plan is consistent with the goals of the CR-2 zone and with corresponding Comprehensive Plan subarea which encourage mixed-use development with attractive streetscapes while introducing variety in massing, articulation, openings, and step backs to reduce a building's bulk and scale. The structure has an overall street façade width of approximately 189'. The ground level serves commercial floor area and entry to stair and elevator towers accessing residential/lodging floor area on the upper floors. The building's second and third stories are separated into two towers on either side of a second story green courtyard. Per the applicant, the two towers serve to visually break up the massing of the structure. The building successfully meets LDR requirements for building setback and third story stepback helping to create visual variation to the street façade as opposed to one large, continuous structure. The applicant has screened on-site parking from the public street (N. Millward Street) by locating it in the rear of the building beyond the required 30' parking setback.

The proposed site plan shows a utility transformer box and power vault positioned at the northwest corner of the property setback 2' from the side interior property line and 3' and 10' respectively from the rear property line. While such utility boxes can sometimes exceed 4' in height, LDR Section 6.1.10.C.2a does not require the

physical development associated with such utilities to meet structure setbacks provided that the utilities are within an easement. The proposed utilities will be located within an easement granted to Lower Valley Energy thus are not required to meet structure setbacks. To increase screening, Staff recommended a condition of approval that, prior to Town Council review, a 6' fencing be placed along the northern and southern property lines to provide screening for the utility units and the parking facility. Site plans show compliance with this recommendation but condition is retained to ensure long-term compliance.

The primary public interaction with the building is from the eastern street façade and the applicant has placed landscaping along the pedestrian frontage, at the property corners, and along the side interior to help soften the building and further screen the parking facility. While the parking facility is screened from the street view it remains partially visible from the sides of the building to the north and the south where current development is less dense, single story. Future development will likely obscure both of these facades. Additional landscaping is provided on a second story courtyard and is addressed in further detail in the "Landscaping" section below.

Overall, Staff finds that the site design meets the standards, goals, and intention of the CR-2 zone.

Existing Structures at 235 N. Millward Street

Based on available property records, as well as a recent survey completed by the applicant, it appears three structures and a fence associated with the neighboring property to the south at 235 N. Millward Street may encroach onto the property at 245 N. Millward Street. The three structures appear to include a residential unit at the northeast corner of the property, a gazebo, and a metal carport. Based on the survey provided by the applicant, the residential unit encroaches over the property line by 0.9' to 1.1'. The residential unit is considered legally nonconforming but the other two accessory structures (gazebo and carport) are not considered legally nonconforming and appear to violate the Town's 5' side setback requirement for structures. The Town will address these apparent setback violations as a separate matter from the proposed Development Plan application. Any and all existing property encroachments are considered a civil matter between property owners of 235 and 245/265 N. Millward Street no further steps are required by the Town at this time as it pertains to the proposed Development Plan review.

Vehicular Access, Required Loading, and Alley Improvements

Vehicular Access: Vehicular access is taken from the site's two-way gravel alley which is accessed from W. Gill Avenue to the south and dead ends to the north of the Property. This alley is a 20'-wide platted alley dedicated to the public in 1901. The alley is lightly used and the existing gravel drive surface generally ranges from 13' – 18' in width. The alley is maintained by the Town for snow plowing and surface maintenance. Parking design incorporates structured (covered) parking spaces as well as tuck-under parking spaces along the alley. The tuck-under spaces require vehicles to back out onto the public alley. This is a common practice generally allowed on Town alleys. Many large downtown developments, such as the Homewood Suites across the street, use extensive back-out parking on the alley and Staff is not aware of any significant problems with this arrangement. The fact that the applicant's property is located near the end of a dead-end alley that will have much less expected future traffic than a thru-traffic alley makes the proposed back out parking even less of a concern.

In addition, in response to the Planning Commission's condition that the Public Works Department take a second look at the feasibility of using the Millward alley as the sole access to the proposed project, the Public Works Department engaged Jorgensen Engineering to study a similar dead-end town alley located between

Cache Creek Drive and Kelly Avenue. This alley serves a similar number, if not more, of parking spaces, as the Millward alley. While the traffic counts were of a single full day only, it concluded that the “alley operated well with no significant conflicts or delays.” This included a day where a garbage truck was observed and heavy snow conditions limited alley width. The alley observations study is attached to this staff report. The Public Works Department defers to the alley observations study to meet the additional review recommended by the Planning Commission and has confirmed its original conclusion that the Millward alley can adequately serve the proposed development and existing demand.

Alley Improvements: Because all vehicular access to the project is proposed from the public alley (and not from N. Millward Street), which will significantly increase usage of the existing unpaved alley, Staff has added a condition of approval that the applicant pave the alley from the entrance on Gill Avenue to the northern property line of the applicant’s property (400 lineal feet). The applicant shall coordinate the limits, timing, and scope of said paving improvements with Public Works prior to submittal of their building permit. It is likely the width of any paving improvements to the alley will not be required to match the full 20’ platted width of the alley and instead will be a narrower width deemed appropriate by Public Works Department. This is due to the flexibility and discretion provided via LDR Section 7.6.3.A which states “The standards for right-of-way and street design are to be used in the design and construction of all new streets, and as *guides* in the improvement of the *existing* street system. It is recognized that standards cannot be developed which will apply to all situations. In those instances where these standards are not applicable, the proposed design must be reviewed by the Town Engineer, and approved and accepted by the Town Council.”

Staff notes that, with the March 6, 2023, Town Council approval of bid request 23-07 for W. Gill Avenue and alley sewer project, it is expected that infrastructure upgrades to the alley leading to the Property are planned for the summer of 2023. Specifically, a new sewer main will be installed in the alley with the potential for burying some overhead utilities. The Town would seek to coordinate its sewer work with the applicant, if possible, with the future paving of the alley. The scope of the sewer project would also likely include the potential removal of some existing encroachments (e.g., fences, trees, etc.) from the public alley.

If public access from N. Millward Street were incorporated into the project then the condition to pave the alley might need to be revised or deleted because the project would then significantly reduce its use of and impact on the alley. While there is no prohibition on having a vehicular entrance and curb cut off Millward Street, Staff prefers avoiding this curb cut because it results in a better and safer pedestrian streetscape, reduces curb cuts along a designated truck-route, avoids the loss of one street tree, and helps to add two or three on-street parking spaces due to the proposed elimination of the existing three curb cuts on Millward.

Parking Facility: The applicant utilizes Town Resolution 09-25 (Underground Parking Facility Design Guidelines) which the Town applies to all types of structured/covered parking (i.e., above and below ground) and allows flexibility for, among other things, parking stall and drive aisle dimensions. Staff finds the parking facility design meets the requirements of Resolution 09-25. The applicant has provided vehicle turning movement analysis showing vehicles are able to adequately navigate to parking stalls under the current design. Additionally, the parking facility’s north-south drive aisle provides extended drive surface on the north and south ends – creating “hammer heads” – to further accommodate vehicle turning movements to the outer most parking spaces.

Required Loading: The CR-2 zone requires that the applicant must provide sufficient off-street loading facilities for the development and is not subject to the general requirements of LDR Section 6.2.2.E (Required

Loading). As stated above, the project will use the alley for vehicular access, trash pick-up, utility maintenance services, and deliveries. Presumably, however, many general deliveries, such as FedEx or UPS, will use the on-street parking spaces on N. Millward Street for convenience when available. Staff notes that this block of Millward has no designated on-street loading zones (15-minute parking) which is something that could be explored by Town staff as part of the Town's ongoing effort to add loading spaces throughout downtown to meet the increased and changing demand for short-duration delivery services. Staff supports the applicant's determination that adequate loading is provided via the alley with turnaround area provided via the 18' wide drive aisle at the entrance to the parking facility. Additionally, the applicant has provided vehicle turning movement analysis showing a typical trash truck and delivery truck (FedEx or UPS) is able to perform a two-point turn with adequate height clearance using the entrance to the parking facility.

Encroachments in Alley: There are a variety of existing encroachments into the alley, all located on the west side and mostly clustered near the south entrance to the alley. The applicant has provided a survey of all the encroachments which is provided in the review packet. Encroachments into Town alleys are common, both in commercial and residential neighborhoods. The encroachments into this alley include mostly fencing, part of tree trunk, a roof overhang, and a utility pedestal, and extend from 1.3' to 3.8' into the alley. As the alley is public property, the Town has the authority as landowner to remove/relocate all encroachments, with or without the consent of the owner of the encroaching structure. The Fire Department also has its own authority to remove any encroachments it deems to be interfering with required fire access. As a practical matter, however, the Town has rarely used this authority and most alleys have been allowed to remain in their existing state including the encroachments. Regardless, if this project is approved, staff recommends that some of the more easily removable encroachments, such as all the fencing and possibly the tree, be removed to increase the drive width of the alley to better serve all future users of the alley.

Jackson/Teton County Fire/EMS Department Review

The Jackson/Teton County Fire/EMS Department reviewed the proposed development plan three times – the first during Pre-Application department review, the second during Development Plan department review, and the third as a condition of the Planning Commission. Planning and Fire Department Staff have also met to discuss fire access, overall alley usage, and the project's compliance with fire code. Fire Department reviews are attached with department reviews hereto. In summary, according to the Fire Department's multiple comments, the proposed project meets all applicable fire code requirements and no additional conditions of approval were provided.

Pedestrian Frontage and Street Façade

Regarding pedestrian improvements and site amenities, the applicant is required to provide a trees-in-grates pedestrian frontage consisting of 5' (min) furnishing/planting area and a 6' (min) clear sidewalk width. As this standard is met by providing approximately 8.5' of the pedestrian frontage on private property as opposed to within the public right of way, Staff recommends a condition of approval that the applicant record a public access easement for the necessary additional 6'- wide sidewalk width on their property. This will allow the public to legally use the full width of the sidewalk as it crosses the Property and to connect to future sidewalks if and when future development takes place on adjacent properties. The pedestrian frontage also includes benches and space for future public art installations near the building's center entries.

Staff finds the building meets the CR-2 standards addressing bulk and form including building setback, third story stepback, and building frontage type (Shopfront). The massing, articulation, opening and stepback contribute to varying the building frontage and reducing the visual perception of overall bulk and scale.

Required Parking Methodology and Administrative Adjustment

The development requires 67 parking spaces based on proposed floor area and uses. The applicant proposes to meet that requirement through a combination of 51 off-street spaces, a credit for 9 on-street spaces, 4 fee in lieu spaces, and an Administrative Adjustment approved by the Planning Director for a reduction of 3 off-street spaces. In total, the site plan includes 51 off-street accessed via the rear alley. Off-street spaces are fully screened from the N. Millward Street frontage as required and partially screened with landscaping along the northern and southern property lines. Three (3) ADA spaces are included in this total, in part, to serve two ADA accessible units. Please see the Parking Compliance Table below for explanation of parking calculations.

Parking Compliance Table		
Use	Required Calc.	Total Spaces Required
Commercial Office	2.47/1,000 sf	4.90
Commercial Retail	3.37/1,000 sf	7.60
Lodging STR	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	12.5
Residential		41.5
	Total	66.50 (rounded to 67)
Space Type	Number Provided	Comment
Dedicated On-site	51	
On-Street	9	Meets 22' length of uninterrupted curb per space
Admin. Adjustment	3	3 space reduction approved by Planning Director via P22-252
Fee in lieu	4	\$8,500 each
	Total	67

Parking spaces serving residential and lodging uses are required to be located off-street. As shown in the above Parking Compliance Table, the applicant has requested an Administrative Adjustment (P22-252) to reduce the required off-street parking amount from 54 to 51 spaces, which accounts for the most current changes to the project's unit count and mix (NOTE: the original request was a reduction from 58 spaces to 54 spaces). The Planning Director may establish a lesser parking requirement pursuant to the procedure of LDR Section 8.8.2 based on information from reliable sources that demonstrates a lesser standard is workable due to anticipated parking demand and alternative transportation services available. The Administrative Adjustment is considered a separate but associated application reviewed with this Development Plan proposal. Staff agrees with the applicant's assessment that a lesser parking requirement is workable based on lower than typical parking demand for the proposed development because, per the applicant, the apartment uses are planned to be managed under long-term master leases for seasonal employees, many of whom might not have vehicles. In addition, the applicant is providing more bike parking than required and alternative transportation services are available near the applicant's property at the Miller Park Transportation Hub which includes standard and on-demand START Bus routes.

As can be seen from the below parking comparison table, the proposed project would be providing slightly more parking spaces per bedroom (.82 spaces) than the average number of spaces (.80 spaces) provided for 9 recent large residential projects. Please see the Parking Comparison Table below.

Parking Comparison Table

Development Name/Address	Units / Beds	Total Off-Street Parking Spaces*	Parking Spaces Per Unit*	Parking Spaces Per Bedroom*
Millward Street Apartments	48 / 62	51	1.06	0.82
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

*Totals and ratios include ADA spaces

The 18 bike parking spaces provided on-site exceeds the required 3 bike parking spaces based on nonresidential uses. These spaces are located to the rear of the commercial spaces within the parking facility. Following Planning Commission review, and in response to staff recommendation, the applicant has included an additional 8 U-racks – totaling 16 bike parking spaces – along the eastern frontage. Located in the furnishing zone provided within the pedestrian frontage, these bike parking spaces are easily visible and are intended to serve commercial patrons accessing from the N. Millward Street frontage.

The provision of guest parking is not required under the LDRs. Subarea 2.3: Downtown of the Comprehensive Plan envisions that parking be provided predominately in public lots and on street to create an active, walkable area that is oriented to the pedestrian. Existing public parking lots in close proximity to the Property include Miller Park and the Home Ranch Welcome Center which offer 66 parking spaces at 0.15 miles and 139 parking spaces at 0.21 miles from the properties respectively. Additionally, Staff calculates approximately 32 on-street spaces are provided along the 200 block of N. Millward Street including the 9 on-street spaces accounted for along 245 and 265 N. Millward Street. Because the project proposes removing existing curb cuts along N. Millward Street and taking vehicular access from the alley, the Town will gain an estimated 3 on-street parking spaces along N. Millward Street.

Landscaping

Staff finds that the proposed landscape plan meets the landscape surface ratio (LSR) and plant unit requirements of the CR-2 zone. The project requires 2,687sf (10% of base site area) of landscape area and has provided 2,689sf all at ground level meeting this standard. In addition, 1,821sf of green space is proposed on a second level courtyard. The project also requires 3 plant units of landscape material at ground level (not counting the 6 street trees on Millward) and provides a total of 5 plant units at ground level. Please note that the current landscape plan is an updated version from the one that was provided to the Planning Commission. Landscape features on the Property include screening along the north and south interior property lines, raised planter beds

along the pedestrian frontage, four landscape areas off the alley, and a landscape courtyard at the second story. The landscaping on the north and south property boundaries will serve to increase screening of the parking garage from the neighbors' views.

Some of the proposed landscaping is located under roof overhangs of the building (mostly off or near the alley). While the LDRs are silent on this issue, staff has approved such designs many times before on both commercial and residential projects provided the landscape areas are irrigated and can grow and sustain turf grass or other permitted ground cover. This usually occurs for landscape areas under a second-story balcony or porch. In such cases, we also typically require that the overhang be at least 10' in height above the ground to ensure adequate light and that the covered area not be used to meet plant unit requirements, only landscape area requirements. The applicant's plan meets these criteria as the roof overhangs are all at least 12' in height and the planted areas are irrigated and covered in turf grass or xeriscape as allowed by the LDRs.

Furthermore, with the addition of 6 large street trees along the N. Millward Street frontage, the project will significantly improve the public streetscape at this location by increasing the amount of greenery and shade. The applicant is also proposing public art, along with other proposed public amenities like benches that are not required but will further enhance the public streetscape over current conditions.

Finally, the 6'-wide sidewalk on the front of the applicant's property that would be located in a public access easement has been deducted from the calculation of LSR per Section 9.4.6.D.1. This section allows parts of lots burdened by private or public roads easements to deduct this area from their base LSR calculation to avoid penalizing them for having required public roads, public sidewalks, and other public hardscapes on their property. In the applicant's case, because staff's recommendation is to require a public sidewalk on their property instead of in the public ROW as would be typical, Staff finds that this provision applies to the project. This would exclude approximately 1,200 sf (6' x 200') of area from the LSR calculation.

Operational Standards and Snow Storage

The CR-2 zone requires trash and recycling enclosures to be provided for nonresidential developments and residential developments with more than 4 dwelling units. Trash and recycling units are provided within the parking facility and substantially screened from view by landscaping and the design of the parking facility. Trash and recycling will be serviced from the alley. While trash and receptable units themselves may not obstruct an alley, it is common practice for service vehicles to temporarily use the alley to receive trash and recycling. Additionally, the applicant has provided vehicle turning movement analysis showing a typical garbage truck is able to perform a two-point turn with adequate height clearance where the alley drive aisle meets the parking facility. Staff finds the proposed plan meets the operational standards of the CR-2 zone.

Required snow storage is calculated as 2.5% of all uncovered driveway surfaces. Based on the architect's narrative for proposed development, this area is the uncovered portion of access aisle and tuck-under parking spaces along the alley and measures approximately 2,000sf resulting in a minimum of around 50sf provided for snow storage. Approximately 125sf of snow storage is provided on-site at the southwest corner of the property.

Natural Resource Overlay (NRO)/Proximity to Flat Creek

The Property is not adjacent to Flat Creek and lies outside the boundary of the Natural Resources Overlay (NRO), thus the proposed project does not require an Environmental Assessment. The Property is also located greater than 25' from Flat Creek so the 25' development buffer does not apply. However, the Property is located within 150' and 300' of Flat Creek so it has the potential to be subject to the provisions within LDR Section 5.2.1

regarding the protection of cutthroat trout spawning areas and nesting areas of trumpeter swans, respectively. Staff is unaware, however, of any documentation that identifies these two habitats within the specified distances in the LDRs. But to be sure, Staff contacted the Wyoming Game and Fish Department, the Wyoming Wetland Society, and the Teton Conservation District to see if they had any documentation of the protected habitats within the subject part of Flat Creek. Staff confirmed with these entities that there is no documented trumpeter swan nests (or winter habitat), nor cutthroat trout spawning habitat, within the specified distances in Flat Creek, thus no additional mitigation actions are required by LDR Section 5.2.1.

As is typical, a final stormwater treatment plan will be provided with the building permit and not with the Development Plan. It should be noted, however, that compared to the existing development the proposed development will result in a significant improvement in the quality of stormwater entering Flat Creek (with associated benefits to trout habitat) due to the use of enhancement treatment and release of all on-site stormwater (i.e., the existing condition involves runoff of untreated stormwater from much dirtier surface parking and other hard surfaces before it enters Flat Creek).

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. The existing uses onsite – 28 lodging units, 1 detached dwelling unit, and 5 apartments - provide a 2.879 unit credit which exceeds the proposed 2.610 unit requirement generated by the new development. Because the existing credit exceeds the proposed unit requirement, the project will not incur an affordable workforce housing mitigation requirement.

It is important to understand that the affordable housing requirement is tied only to the base FAR, and although the project is approximately 41,076sf, only the base FAR of 13,538sf is subject to affordable housing mitigation. The additional +/-28,000 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. Approximately 10,318sf of the bonus floor area is workforce deed restricted while the remainder is market. As detailed above, the proposed restricted floor area includes 14 studio, one 1-bedroom, and two 2-bedroom units. Required workforce deed restrictions will appear before Council for review at a future date.

Design Review Committee

The DRC reviewed the design for conceptional review at its July 13, 2022, meeting and for final review during their regularly scheduled meeting on September 14, 2022. In response to conceptual review feedback, the applicant updated design of the third story stepback by removing roofed areas of the center decks on the third story prior to final DRC review. Additionally, the applicant was asked to move some of the plants in the second story courtyard closer to the eastern end of the courtyard. The Committee recommended approval (4-0 vote) to the Town Council with no conditions of approval. During discussion for final approval, the Committee gave positive feedback specifically for use of natural materials, landscaping plan, building articulation and massing, engaging entrances, and a vibrant pedestrian experience.

Planning Commission

The Planning Commission (PC) reviewed this item at their regularly scheduled meeting on January 18, 2023, and unanimously recommended approval (5-0 vote) to the Town Council with the additional condition that the Jackson/Teton County Fire/EMS Department review again the fire access to the project and the Public Works Department review again the suitability of the alley to accommodate proposed traffic from the project. This condition has been met and additional department reviews are attached to this report.

The primary discussion topic during Planning Commission review concerned the alley serving as the sole vehicular access to the property and to what extent the alley can accommodate projected vehicular use and stormwater runoff as a result of the proposed development. Additional topics on which Planning Commission questioned staff included use of the 2nd-story landscape courtyard to meet LSR minimum, provisions of the Workforce housing floor area bonus (2:1 bonus), and impacts of the project's proximity to the NRO and Flat Creek.

The Planning Commission heard significant public comment during the meeting which is included within the Planning Commission meeting minutes attached to this report.

Project Changes Made After Planning Commission

Following their appearance before the Planning Commission on January 18, 2023, the applicant submitted project revisions in response to department reviews, Planning Commission conditions of approval, staff recommendations, and public comment. These changes were responsive to public and staff comments but the general project plan did not change significantly. Key changes include the following:

- **Landscape area:** The amount of landscape area on the ground level was increased from 1,454sf to 2,689sf. All 10% required landscape area is now provided on the ground level.
- **Parking:** Three spaces were removed and converted to landscape area (reducing the number of parking spaces backing out into the alley from 17 to 14); the internal drive aisle was increased in width by 10" to 21 feet; and shallow "hammerheads" were added at the end of each drive aisle to assist in parking maneuverability.
- **Number of units:** Three residential units were removed, leaving a total of 48 units. The total number of bedrooms remains the same at 62.
- **Building design:** Modifications were made mostly to the back (alley side) of the building to reduce visual impact and "soften" this view. Alterations include eliminating overhangs at corridors, pushing back the central balcony, and removing the central balcony roof.
- **Fencing:** Applicant added fencing along a portion of both side property lines to better screen utilities and the parking facility from neighboring views.
- **Snow storage:** Snow storage was increased on the side and rear of the property off the alley.
- **Bike racks:** The total number of onsite bike racks within parking facility was reduced from 10 to 8 (20 spaces to 16 spaces). This was done to accommodate expansions in landscape area and to accommodate wider drive aisle. However, an additional 8 bike racks were added to the furnishing zone along the sidewalk along N. Millward Street.
- **Stormwater treatment:** The applicant committed to significantly increasing the level of stormwater treatment, further surpassing the Town's requirements.
- **Survey of encroachments in alley:** The applicant provided a survey of all existing alley conditions, including encroachments from neighboring properties.
- **Alley traffic study:** Applicant provided a traffic engineering study to better understand the ability of the alley to support additional traffic resulting from the proposed development. These exhibits are included in the attached application.

Public Comment.

At the time of this report, Staff has received written and verbal public comment from property owners within 200' of the proposed development who received mailed public notices as well as neighbors outside of the public

notice radius. Staff conducted two in-person meeting with property owners upon their request and a significant amount of time was spent for public comment during the January 18, 2023, Planning Commission meeting. One public comment questioned the accuracy of the applicant's property survey which Staff addresses in the above section "Existing Structures at 235 N. Millward Street." Separate public comment addressed the proposed alley paving width and appropriateness of alley access. Staff addresses alley paving width in the above section "Alley Improvements" and the applicant has provide specific response to the noted concerns of alley access in an attachment to this staff report (immediately following the application documents).

The majority of public comment concerned increased alley use, traffic impact on N. Millward Street, building massing, existing neighborhood character, and environmental impact to Flat Creek. Detailed written comment expanding on those categories was also received and is attached to this report along with minutes from the January 18, 2023, Planning Commission meeting.

Possible Alternatives.

The Planning Director recommends approval of the development plan as conditioned on the first page of this staff report. Possible alternatives to that recommendation include Council modification of conditions of approval or denial of the project if the findings of approval for a development plan are unable to be met.

Comprehensive Plan & Priority Alignment.

Development Plan. A Development Plan proposal 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.*

Complies The property is not located within the Natural Resource Overlay (NRO) or Scenic Resources Overlay (SRO). Additionally, Staff has no information or official documentation indicating further requirements should be imposed on the development due to its proximity to Flat Creek or the presence of certain protected areas, habitats, or species.

3. *The proposed project does not have a have a significant impact on public facilities and services, including transportation, potable 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. This application was reviewed by the Police, Public Works, Parks and Recreation, and Fire/EMS departments and no department found the project to have significant impacts that would reduce the current level of serve they provide or require significant additional resources.

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

Complies. The DRC reviewed this Development Plan for final review on September 14, 2022, and unanimously recommended approval to Town Council with no conditions.

5. *The proposed project complies with all relevant standards of these LDRs and other Town Ordinances.*

Complies. Staff finds that the application meets all relevant standards of the LDRs and other Town Ordinances.

6. *The proposed project is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Complies. The proposed project complies with all prior applicable permits or approvals, such as the standards and conditions of Administrative Adjustment P22-252 applicable under LDR Section 8.8.2.

Fiscal Impact.

No fiscal impact identified at this time.

Staff Impact.

The amount of Staff time to review this Development Plan, including associated Administrative Adjustment request (P22-252), response to public comment, research, and report drafting is approximately 100 hours.

Attachments or Links.

Department Reviews

Alley Observation Summary

Applicant Submittal

Public Comment

Planning Commission January 18, 2023, Meeting Minutes

Suggested Motion.

I move to **approve** Development Plan P22-253 for a new 3-story mixed-use building at the property addressed as 245 and 265 N. Millward Street based upon the findings and conditions of approval presented in the staff report, the departmental reviews, and subject to this staff report dated March 20, 2023.

Town of Jackson Project Reviews

Project Number	P22-253	Applied	10/17/2022	KP
Project Name	Dev. Plan -245-265 N. Millward	Approved		
Type	DEVPLAN	Closed		
Subtype	PHYSICAL DEVELOPMENT	Expired		
Status	STAFF REVIEW	Status		
Applicant		Owner	245 265 MILLWARD LLC	
Site Address		City		State
265 N MILLWARD STREET		JACKSON		WY
				Zip
				83001
Subdivision		Parcel No		
JACKSON ORIGINAL-TOWNSITE		22411628405003		

Type of Review	Dates				Remarks
Notes	Status	Sent	Due	Received	

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Building	APPROVED W/CONDITI	12/23/2022	1/6/2023	1/5/2023	
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(1/5/2023 12:41 PM KS)

All work must conform to the most current adopted building codes of the Town of Jackson.

All modular buildings being shipped to Jackson must be inspected on site by an approved 3 party inspector and all aspects of the the construction and the town must be copied on all inspections within 72 hours of the required inspection sign off by the 3rd party, no exceptions.

The structures cannot be shipped into the Town of Jackson until all inspections have been sent to the Town and approval of the structures have been made by the 3rd party and the Town of Jackson.

Fire	APPROVED W/CONDITI	12/23/2022	1/6/2023	1/5/2023	no additional comments.
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(1/13/2023 8:22 AM KP)

(10/18/2022 12:55 PM KP)

Lisa Potzernitz email

Project will be subject to:

- NFPA 13 (2019) – Standard for Automatic Sprinkler Systems. A stamped set of automatic sprinkler and fire alarm plans will be submitted to this office for review and approval prior to any work being done. Rough-In, testing and final inspections of the life safety systems can be scheduled through this office.
- NFPA 101 (2021) – Life Safety Code
- International Fire Code (2021)
 - o Chapter 5, Fire Service Features
 - o Chapter 6, Section 604, Elevator Operation, Maintenance and Fire Service Keys
 - o Chapter 9, Fire Protection & Life Safety Systems
 - o Chapter 10, Means of Egress
- NEC (2020) including emergency lighting specific to short term rental property

Joint Housing Dept	APPROVED W/CONDITI	12/23/2022	1/6/2023	1/12/2023	see notes
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Type of Review Notes	Status	Dates			Remarks
		Sent	Due	Received	

1/12/23 Comments -
See review comments from 11/17/22 (below)

Application has revised floor area, unit numbers and unit types, so Planning Dept. will confirm compliance of revised proposal with both 2:1 Workforce Housing Floor Area Bonus tool and Affordable Workforce Housing exemptions and credits to affirm that no housing mitigation is required.

The applicant has not demonstrated compliance with Housing Dept Livability Standards for each of the housing units to be restricted for Workforce, but did note that, "All Unit Plans submitted for Building Permit will comply" in response to my previous comments. This must be confirmed in writing by Housing Dept after review of scaled floor plans and Livability Standards QQuestionnaire before a Building Permit can be issued.

11/17/22 Comments -

The applicant is requesting approval of a Development Plan for approximately 46,000 square feet of mixed-use development in a three-story structure on four Town lots. The first floor is to be composed of commercial space and covered parking, and the second and third floors are to be composed of six short-term rental units and 46 apartments.

Affordable Workforce Housing Standards:

The applicant asserts that credits for employee generation from existing uses on the site exceed the housing mitigation requirement for the proposed development and use. If affirmed by Planning Staff, no housing mitigation is required. If not, any required housing mitigation shall follow the amount and type standards specified in LDR Sections 6.3.3 and 6.3.4 and shall be subject to the recommended conditions of approval listed below.

Workforce Housing Floor Area Bonus:

The applicant proposes using the Workforce Housing Floor Area Bonus tool to obtain additional unrestricted residential Floor Area in exchange for permanent restriction of some dwelling units for Workforce occupancy. Of the 46 proposed apartments, 18 will be permanently deed restricted for Workforce occupancy. The Workforce units are identified in the unit mix plans included in application materials, but floor plans are not labeled and scaled to make a clear confirmation that all unit types meet Livability Standards. Based on my initial inspection with an approximated scale, proposed floor plans meet Livability Standards with the following exceptions that must be addressed prior to finalizing building plans for Building Permit application submittal:

Unit 1, One-bedroom, Accessible:

- The kitchen area is small (approximately 76 sf), but the adjacent entryway closet provides additional storage and potential pantry space. For accessibility, please extend the entryway closet doors across the 7' closet frontage and install a built-in shelving system to accommodate jackets/boots, convenient storage of household and kitchen items, as well as linens since individual linen closets are not provided.
- Sink must be 30" minimum width.
- Functional furniture layout must include space for dining area that seats at least two people.

Units 2-6, 9-12, 15-18, Studio:

- The kitchen area is small (approximately 74 sf), but the adjacent entryway closet provides additional storage and potential pantry space. For accessibility, please extend the entryway closet doors across the 6' closet frontage and install a built-in shelving system to accommodate jackets/boots, convenient storage of household and kitchen items as well as linens since individual linen closets are not provided.
- Must have minimum 4' lineal upper cabinets in kitchen.

Unit 7, Two-bedroom:

- Must have minimum 6' lineal upper cabinets in kitchen (or include cabinet storage in kitchen island).
- Please include functional furniture layout that demonstrates minimum four-person seating dining area.
- Bedroom closets are between 4-5' width where 6' is required. There also are not individual linen closets Consider options to expand bedroom closets and add individual linen closets. Alternatively, please extend the entryway closet doors across the 8' entryway closet frontage and install a built-in shelving system to accommodate household items with hooks and shoe storage installed on the wall across from the entryway closet.

Unit 8, Two-bedroom:

- Please label closet in kitchen (I think this is washer/dryer?) and rectangles in entryway/kitchen (cabinets and counters maybe? Built-ins?)
- The first bedroom is small (only 85sf including closet) and the closet is smaller than the required 6' wide dimension. For

Type of Review Notes	Status	Dates			Remarks
		Sent	Due	Received	

accessibility and storage, please extend the entryway closet doors across the 8' closet frontage and install a built-in shelving system to accommodate both jackets/boots and convenient storage of household items. Also consider adding built-in shelving or linen storage in bathroom to increase storage options for first bedroom.

Unit 13, Two-bedroom:

- Bedroom closets do not meet 6' minimum width requirement and there are no individual linen closets, but the entryway closet provides additional storage. For accessibility, please extend the entryway closet doors across the 7' closet frontage and install a built-in shelving system to accommodate both jackets/boots and convenient storage of household items and linens.

Applicable to all restricted units:

- Parking: each restricted unit needs access to at least one parking space on site.
- Additional storage: please identify where additional storage for large and/or outdoor items is located for each unit (40 sf for 2bdrms, 30sf for 1bdrms, 25sf for studios) by labelling lockers and their sizes.
- Countertops must be new, durable and cleanable material.
- Appliances must be new Energy Star, UL listed with 1-year warranty.
- Please label cubic capacity of each refrigerator and ensure that each meets minimum capacity for applicable unit type.
- Garbage disposals are required in restricted units if they are included in market (unrestricted) units.
- Flooring must be new carpet, wood, tile, vinyl, linoleum or concrete with 10-year warranty. Water resistant (no carpet) permitted in kitchen and bathroom.
- No visible mechanical features or fuse boxes in living/dining areas.
- At least one window in each living/dining and bed room must open.
- Bedroom closets must include installed shelf over rod.
- Furnace/ boiler/water heater must be appropriately sized for number of residents and have minimum 5-year warranty.
- Noise mitigation material must be installed in shared walls, ceilings and floors
- Please label the enclosed spaces in each unit as mechanical or applicable use so they are not mistaken as closets.

Process & Conditions of Approval:

The following conditions of approval are recommended by the Housing Department to be included upon approval of this Development Plan.

1. Required components of livability. Each required Workforce housing unit shall include, at a minimum, the components of Livability Standards required by Sec. 2-3 of the Housing Department Rules and Regulations.

Prior to applicant's submittal of Building Permit,

- the Livability Standards Questionnaire (<https://www.tetoncountywy.gov/DocumentCenter/View/15860/Livability-Standards-Questionnaire-Interactive>) shall be completed for each unit type 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 Letter from the Housing Department that confirms approval is required to be included in any Building Permit application.

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 continued 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 for Workforce housing, on all applicable dwelling units, in perpetuity, in a form established and approved by the Housing Department.

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 leasing agent or person managing residents shall attend a Compliance Conference with the Housing Department to learn how Workforce and Affordable households are qualified for residency in restricted units.

Thank you for the opportunity to review this Development Plan. Please contact me with any questions.

Parks and Rec APPROVED W/CONDITI 12/23/2022 1/6/2023 1/13/2023 see notes

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Type of Review Notes	Status	Dates			Remarks
		Sent	Due	Received	
(1/13/2023 8:23 AM KP) (11/15/2022 12:58 PM AL) Here are comments from P&R on P22-253: Provide "native shrub" selection for Millward streetscape. Would like to see a tree pit detail Notification of clearance requirements for 5' wide clear zone on sidewalks and potential impacts/trimming requirements of species selection. Thanks, Rachel					
Planning	APPROVED W/CONDITI	12/23/2022	1/6/2023	1/12/2023	
(1/12/2023 3:59 PM KP) General Conditions of approval 1. Prior to review by Town Council, applicant modify site plans to include 6’ fencing placed along the northern and southern property lines to provide screening for utilities and the parking facility. Staff recommends the location of such screening to begin 1’ setback from the rear property line and carried eastward to a point where the parking facility is screened from view. 2. Prior to certificate of occupancy, the applicant is required to pave the unpaved portion of adjacent alleyway from W. Gill Avenue to the northern boundary of 265 N. Millward Street to a standard that meets or exceeds the paving standards of the Town. 3. Prior to the Town Council review, the applicant shall modify their parking plan or floor plan to be consistent with the allowed reduction of three parking spaces in order to meet the LDR requirement for parking standards. 4. Prior to certificate of occupancy, a Public Access Easement must be approved by the Town of Jackson and recorded with the Teton County Clerk.					
Site design • Staff recommends additional U-racks be installed within the furnishing area of the pedestrian frontage to better serve commercial patrons. • Prior to Town Council review, adequate snow storage location shall be called out on site and landscape plans. Please show consistently (location and amount) across all appropriate plans. • Previous Planning Staff review noted that utilities in northwest portion of lot (transformer and power vault) would be treated as structures if greater than 4’ in height. During subsequent research, Staff finds treating utilities in this manner is uncommon and will not be required. Please note condition of approval requiring fence screening for utility (and parking facility). Staff recommends the location of such screening to begin 1’ setback from the rear property line and carried eastward to a point where the parking facility is screened from view. Final location of transformer and power vault, meeting Lower Valley Energy industry standards and requirements, shall be approved with Town prior to building permit submittal.					
Parking and parking facility • Revise parking number or floor plans per condition of approval above. Reference P22-252 Parking Administrative Adjust approval for 3 instead of 4 spaces. • Previous Planning Staff review noted that support columns may not encroach the minimum parking space width in parking facility. During subsequent research, Staff finds the LDRs and Resolution 09-25 do not specifically address column encroachments. Planning Staff notes columns may encroach space width of standard spaces, however, staff highly recommends compact and ADA spaces remain free from encroachments as currently shown on plans. • Updated project submittal removed shared parking proposal. Because no shared parking is proposed, the applicant is no longer required to submit a Parking Management Plan.					
Other • Planning Staff recommends including details for exterior lighting (lumens/cutsheets) prior to Town Council review.					
See Reference Planning Commission Staff report P22-253 dated January 18, 2023					
Public Works	APPROVED W/CONDITI	12/23/2022	1/6/2023	1/10/2023	see notes

Type of Review Notes	Status	Dates			Remarks
		Sent	Due	Received	

(1/10/2023 5:00 PM JSIL)

Pre-Ap Comments – Approved with Conditions

P22-253

ADDRESS: 245-265 N Millward

OWNER: 245 265 Millward LLC c/o Kaikoa LLC

APPLICANT: Northworks Architects

1/10/2023

Jeff Silliman, Brian Lenz 733-3079

DATE OF SUBMITTAL: 1/10/2023

DATE OF MATERIALS: Submittal: 12/23/2022; Arch: 11/14/2022; Civil 12/23/2022

REVISION NO.: 01

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

CONDITIONS OF APPROVAL

- 1) All accessible routes shall be ADA compliant.
- 2) Public Access Easement may be needed for sidewalk prior to certificate of occupancy.
- 3) Cranes located on or swinging above the public way require a Crane Agreement prior to installation.
- 4) Any encroachment of the building or shoring into the public way requires an Encroachment Agreement prior to installation.
- 5) All construction shall be completed without extended closure of the adjacent travel and bike lanes and the alley.
- 6) Public Works concurs with the applicant's statement within the application that the alley be paved. Coordinate limits of paving with Public Works prior to building permit submittal.
- 7) All buried franchise utilities shall be buried towards the outside of the public way. Private dry utilities within the public way require a utility location agreement with the Town.
- 8) All sewer and water services not planned for re-use shall be abandoned at the main.
- 9) The existing curb and flowline shall be reconstructed to provide uniform drainage between points of connection and correspond with the existing street grades. Grading to accommodate access to the structure should take place between the sidewalk and the building and within the building.
- 10) Provide a striping and signage plan for the right of way that does not conflict with proposed landscaping with the building permit.
- 11) Stormwater runoff shall comply with the land development regulations.
- 12) The proposed stormwater treatment system shall be designed to provide access for equipment to maintain the treatment units.
- 13) Provide offsite erosion control as necessary to reduce erosion and attendant pollution.
- 14) Provide Appendix IV to the Engineering report including water modeling information. Identify impacts to or upgrade requirements for the existing distribution, supply, or treatment system.
- 15) Provide maps of stormwater basins and demonstrate conformance with the modified rational method. Total Pre and post development areas are not the same.
- 16) Sewer and Stormwater: Provide a modeling analysis. Identify downstream impacts on existing sewers, lift stations, and treatment facilities.
- 17) The developer shall be required to pay for upgrades to streets and utilities to serve the development.
- 18) Offsite use, storage, fencing, and posting shall comply with the Town's Land Development regulations.
- 19) The Town may award a bid to reconstruct the sewer within the alley. Project shall coordinate with the Town's project and provide for alternative points of access during sewer construction.
- 20) Responses to previous comments as noted, will comply, etc. shall be addressed with the building permit.

Katelyn Page

From: Lisa L. Potzernitz <lpotz@tetoncountywy.gov>
Sent: Friday, January 27, 2023 2:12 PM
To: Katelyn Page; Paul Anthony
Cc: Raymond Lane
Subject: FW: 245/265 N Millward



Good afternoon,

Please find below JH Fire/EMS comments specific to the dead-end alley adjacent to the proposed development located at 245/265 N. Millward.

Per the 2021 International Fire Code (IFC)

Fire Apparatus Access Roads

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exceptions:

1. The fire code official is authorized to increase the dimension of 150 feet where the following condition occurs:
 - 1.1. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.

Based on the dimensions provided in the development plan submission, the project identified as Millward Street Apartments under Trans Memo P22-253 dated October 17, 2022 (245 and 265 N. Millward) meets the minimum access requirement of 150 feet. This project is also required to install an automatic sprinkler system meeting the requirements of NFPA 13. Even in the absence of the existing alley way, the minimum fire apparatus access requirement can be maintained.

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with the following:

- **503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- **503.2.2 Authority.** The fire code official shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.
- **503.2.3 Surface.** Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaces so as to provide all-weather driving capabilities.
- **503.4 Obstruction of fire apparatus access roads.** Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Minimum widths and clearances shall be maintained at all times.

Fire Apparatus Access Roads Appendix D (2021 IFC)

Section D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet or three stories in height shall have not fewer than two means of fire apparatus access for each structure.

The dead-end alley way may be used as a secondary fire apparatus access. If used as a secondary access, it should meet the requirements provided in the access specifications of IFC 503.2, but some flexibility may be provided on encroachments with the approval of the fire code official.

Please let me know if you have any questions.

Thank you,
Lisa

Lisa Potzernitz
Fire Prevention
Jackson Hole Fire/EMS
307-733-4732
307-732-8502 (direct)
307-203-5949 (cell)
www.jhfire-ems.org



Correspondence, including e-mail, to and from employees of Teton County, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

P22-253

ADDRESS: 245-265 N Millward

OWNER: 245 265 Millward LLC c/o Kaikoa LLC

APPLICANT: Northworks Architects

3/15/2023

Brian Lenz, 733-3079

DATE OF SUBMITTAL: 3/1/2023

DATE OF MATERIALS: 2/28/2023

REVISION NO.: 03

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

The plan has been reviewed for conformance with the LDRs final approval of the design will be completed with the permit applications.

PROJECT SPECIFIC COMMENTS (in addition to previous submittal comments).

- 1) A1.01: Potential conflict with building columns and vehicle doors. Review and revise accordingly.
- 2) C1.1 - Construction Tracking Pad detail is not feasible in this location and conflicts with the proposed grates in the construction management plan. Review and revise accordingly.
- 3) C3.0: All overhead utilities including communications should be buried with the power.
- 4) C3.0: 3 phase buried power should be located to the outside of the right of way along the property boundary.
- 5) C4.1: Final profile grades need to be revised in coordination with Town Engineering. Grading profile does not appear to follow existing flow line, has flat sections, and not all proposed cross-slopes tying back into existing pavement meet engineering report design.
- 6) C4.2: Parking Bumper Installation Detail 1/C4.2 does not match parking plan A1.01.
- 7) Construction Management plan will be reviewed with the permit application. Off-site storage should be fenced, screened, and signed. Covered pedestrian walkways should not extend beyond the property boundary unless necessary and coordinated with adjacent landowners. Use of the right of way must be minimized and any lane closures on the truck route shall be minimized and of short duration.



March 8th, 2023

Hello Mr. Lenz,

Jorgensen Associates, Inc. (Jorgensen) set up a camera at the intersection of Redmond Street and the alley south of East Kelly Avenue to get a basic understanding of existing traffic conditions within the alley. This alley is a one lane dead end alley, with approximately 18 feet of right of way width, used by local traffic which serves 12 single family residences (ADU units) on the south side of the alley and 13 multifamily/duplex units utilizing the alley on the north side of the alley. The total number of parking spaces/garages served is 69. The video data collected on February 15, 2023 was observed by staff at high speed between the hours of 7:00 AM and 7:00 PM. Below shows an image of the subject alley location and an image of the video observation location.



Figure 1. (top) Area of Traffic Observation and location of camera shown with red circle

Figure 2. (right) View from camera



During this time period, the alley served a total of 188 vehicles, 58 pedestrians, and no bicyclists. The AM vehicle peak hours took place from 8:30 – 9:30 AM and the PM vehicle peak hour took place from 4:30 – 5:30 PM. The alley does not experience significant vehicle traffic but does seem to be used highly by pedestrians and those walking their dogs, with the observed pedestrian peak hour taking place from 8:00 – 9:00 AM. Refer to Table 1 for the data observed.

Table 1. February 15, 2023 Video observation in 30-minute increments

Time Period (30 minute increments)		Vehicles traveling east	Vehicles traveling west	Total Vehicles	Pedestrians	Bikers	Conflicts
7:00 AM	7:30 AM	3	0	3	2	0	
7:30 AM	8:00 AM	8	1	9	2	0	
8:00 AM	8:30 AM	8	1	9	13	0	
8:30 AM	9:00 AM	10	3	13	5	0	
9:00 AM	9:30 AM	6	9	15	3	0	
9:30 AM	10:00 AM	8	2	10	3	0	
10:00 AM	10:30 AM	4	2	6	1	0	Garbage truck
10:30 AM	11:00 AM	4	2	6	0	0	
11:00 AM	11:30 AM	6	0	6	2	0	
11:30 AM	12:00 PM	0	3	3	4	0	
12:00 PM	12:30 PM	2	4	6	0	0	
12:30 PM	1:00 PM	1	2	3	1	0	
1:00 PM	1:30 PM	2	2	4	1	0	
1:30 PM	2:00 PM	4	3	7	1	0	Intersecting vehicles
2:00 PM	2:30 PM	3	2	5	1	0	
2:30 PM	3:00 PM	1	2	3	0	0	
3:00 PM	3:30 PM	4	3	7	2	0	
3:30 PM	4:00 PM	3	6	9	1	0	
4:00 PM	4:30 PM	6	4	10	6	0	
4:30 PM	5:00 PM	4	6	10	2	0	
5:00 PM	5:30 PM	6	8	14	2	0	
5:30 PM	6:00 PM	3	6	9	3	0	
6:00 PM	6:30 PM	6	7	13	2	0	
6:30 PM	7:00 PM	0	8	8	1	0	
Total		102	86	188	58	0	

There were two noted observations; one which included operations of a garbage truck in the alley where the garbage truck backed down the alley way first (west) and then drove east collecting trash. The truck did block the alley for a couple of minutes during the collection process; however, no other vehicles were driving down the alley. This situation most likely occurs weekly on trash day. The second situation involved one vehicle trying to leave the alley while another is trying to turn into the alley, this resulted in a couple second delay and required a vehicle to pull into a parking lot to allow for the other vehicle to pass. Due to the snowplow piles on both sides of the alley, the travel way is somewhat minimized to one vehicle at a time and may require vehicles to pull into parking areas for other vehicles to pass.

Based upon this observation, we concluded that the alley operated well with no significant conflicts or delays. This observation took place during the winter months. During the summer months the number of pedestrians and bicyclists may increase. During the summer, there may also be additional alley space to better accommodate passing of vehicles.

Thank you and please let us know if you have any additional questions about this observation.

Hayley Ruland, PE

Reed Armijo, PE

MILLWARD STREET APARTMENTS

DEVELOPMENT PLAN RESUBMISSION

MARCH 8, 2023



NORTHWORKS

KAIKOA
LLC

MATAROZZI
PELSINGER
BUILDERS

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01

COVER LETTER

NORTHWORKS

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

March 8, 2023

Re: Development Plan: 245 & 265 Millward Street

Dear Mr. Anthony,

Please accept this updated Development Plan application for the redevelopment of the property located at 245-265 N. Millward Street. Included in this application are the following items:

1. Cover Letter, with:
 - a. Summary List of Changes since 01/12/23 submission
 - b. Responses to the 11/18/22 Town of Jackson Project Reviews
2. Application
3. Letter of Authorization
4. Project Narrative
5. Responses to Findings
6. LDR Compliance
7. Housing Mitigation Plan
8. Drawings – Architecture, Landscape, & Civil
9. Construction Management Plan
10. Engineering Report

The proposed project implements the goals noted in the Jackson/Teton County Comprehensive Plan. It conforms with the Town of Jackson land development regulations and design guidelines.

The project is a mixed-use building totaling approximately 41,000 square feet including commercial space at the street level and two additional levels of residential units. Upon completion, the project will provide the city with 48 additional housing units in an elegant structure with a planted green roof.

Please note that the basement floor has been removed from the project for this resubmission, and thus the parking calculations and workforce housing calculations have been revised.

Please notify me with any questions you may have. We look forward to working with you on this project.

Sincerely,



Kimberly Daul
Project Architect, Northworks Architects

Summary List of Changes
Following Jan. 12th Submission, Jan 18th Town Council Meeting, & Public Comment
Updated March 8, 2023

01 Cover Letter – Notes on Department Reviews

- P. 10 (Cover Letter P. 7 of 11) – **Addressed transformer location concern.**
Per the LDRs section 6.1.10-C-2a, utilities such as transformers are not required to adhere to structure or site development setbacks.

04 Project Narrative

- P. 20 – Updated unit numbers.

05 Responses to Findings

- P. 22 – Updated unit numbers.

06 LDR Compliance

- P. 25 – Corrected lot size areas.
- P. 30-33 – Updated unit counts and areas.
- P. 33 – Addressed vehicle turning and delivery concerns.

07 Housing Mitigation Plan

- P. 37-40 – Updated unit counts and areas.

08 Drawings

- P.42, 43, 47 (A0.01, A0.10, A1.50) – **Reduced the building’s bulk along the alley facade.**
The central balconies were pushed back to introduce more planted green space along the alley. Deeper setbacks were also introduced at the two residential corridors, where more greenery was added and the roof overhang removed. The third-floor balcony roof was removed to reduce bulk at the courtyard.
- P. 44-45 (A1.01-A1.02) & P. 70-77 (L0.2-L4.1) – **LSR area was increased, parking spaces removed, and snow storage added.** The side yards are now planted along the full length of the property to the north and south. The 10% LSR requirement is now met at ground level.

	Previous Area (sf)	New Area (sf)	LSR Increase (sf)
Ground Level	1,454	2,720	1,266
Second Floor	1,747	1,821.7	74.7
Total	3,201	4,541.7	1,340.7

- P. 44 (A1.01) – **Fencing was added along the north and south property lines.**
Six-foot fencing was added to further screen the parking area and transformer.
- P. 44 (A1.01) – **Hammerhead parking turnouts were added.**
These are 3’-8” deep and 14’-0” wide, which allow for proper vehicle turning per the Civil turning analysis diagrams.
- P. 44 (A1.01) – **Two laundry rooms were combined into one central room.**
A fire riser room was also added next to the laundry room.
- P.46 (A1.03) – **Reduced unit count to 48 units.**
The four interior courtyard corner units on Level 3 were combined with adjacent studios to

form larger units, reducing the overall unit count.

- P.51-54 – **Unit Mix overview was updated.**
Color coding of deed-restricted units changed. Reduced plan to 48 units total.
- P.55-57 (A2.00-A2.02) – **Bulk reduced at alley elevation.**
Overhangs eliminated at corridors; central balcony pushed back and its roof eliminated.
- P. 67,68 – **New alley renderings.**
These show the introduction of more green space along the alley façade, the recessed corridor walls and recessed central balcony, and new fencing.
- P. 70-77 (L0.2-L4.1) – **Landscape plans were updated.**
In addition to adding LSR area as mentioned above, planting plans were updated.
- P.82, 83, 84 (C2.0, C3.0, 3.1) – **Civil plans were updated.**
The site plan, utility plan, power plan, and grading plan now includes the parking hammerheads and full alley width. The site's stormwater strategy has been improved.
- P.92-93 (C4.3, Existing Alley Survey) – **Proposed and existing alley site plans were drawn, and a new stormwater retention strategy was proposed.**
The alley and its existing encroachments have been surveyed. Excess stormwater is being retained pre-post on site.

09 Construction Management Plan

No changes.

10 Engineering Report

- P.112-115 – **Stormwater retention & alley updates.**
The Engineering Report now includes the development of the alley, plus updates to the stormwater retention and snow storage strategies. The 'Grading, Drainage, and Stormwater Management' section of the report explains how the stormwater will be detained and treated.
- P.116, 162-175 – **A study of the alley traffic was performed.**
Volumes I and II of the "Institute of Transportation Engineers" were utilized to assess vehicular traffic impacts to the alley associated with the proposed development. The Trip Generation calculations in Appendix IV (p.161) show that the alley is adequately sized to handle the number of vehicles making one-way trips for each day of the week.

P22-253 Dev. Plan Project Reviews

01/10/23 Northworks responses in red. 02/27/23 comments in blue.

Building Dept. (10/27/2022 8:56 AM KS)

The structures must meet the current adopted building codes of the Town of Jackson at the time of permit submittal. **The project will meet all adopted building codes.**

Fire Dept. (10/18/2022 12:55 PM KP)

Lisa Potzernitz email

Project will be subject to:

- NFPA 13 (2019) – Standard for Automatic Sprinkler Systems. A stamped set of automatic sprinkler and fire alarm plans will be submitted to this office for review and approval prior to any work being done. Rough-In, testing and final inspections of the life safety systems can be scheduled through this office. **Plans will be submitted prior to any work being done.**
- NFPA 101 (2021) – Life Safety Code
- International Fire Code (2021)
- Chapter 5, Fire Service Features
- Chapter 6, Section 604, Elevator Operation, Maintenance and Fire Service Keys
- Chapter 9, Fire Protection & Life Safety Systems
- Chapter 10, Means of Egress
- NEC (2020) including emergency lighting specific to short term rental property

All above codes will be met.

Housing Dept. (11/17/2022 12:55 PM KM)

The applicant is requesting approval of a Development Plan for approximately 46,000 square feet of mixed-use development in a three-story structure on four Town lots. The first floor is to be composed of commercial space and covered parking, and the second and third floors are to be composed of six short-term rental units and 46 apartments. **Note that in this resubmission, the basement has been eliminated. The project is now approximately 41,000 square feet, and the distribution of restricted and short-term rental units has been updated.**

Affordable Workforce Housing Standards:

The applicant asserts that credits for employee generation from existing uses on the site exceed the housing mitigation requirement for the proposed development and use. If affirmed by Planning Staff, no housing mitigation is required. If not, any required housing mitigation shall follow the amount and type standards specified in LDR Sections 6.3.3 and 6.3.4 and shall be subject to the recommended conditions of approval listed below.

Workforce Housing Floor Area Bonus:

The applicant proposes using the Workforce Housing Floor Area Bonus tool to obtain additional unrestricted residential Floor Area in exchange for permanent restriction of some dwelling units for Workforce occupancy. Of the 46 proposed apartments, 18 will be permanently deed restricted for Workforce occupancy. The Workforce units are identified in the unit mix plans included in application materials, but floor plans are not labeled and scaled to make a clear confirmation that all unit types meet Livability Standards. Based on my initial inspection with an approximated scale, proposed floor plans meet Livability Standards with the following exceptions that must be addressed prior to finalizing building plans for Building Permit application submittal:

All Unit Plans submitted for Building Permit will comply with the below requirements.

Unit 1, One-bedroom, Accessible:

- The kitchen area is small (approximately 76 sf), but the adjacent entryway closet provides additional storage and potential pantry space. For accessibility, please extend the entryway closet doors across the

7' closet frontage and install a built-in shelving system to accommodate jackets/boots, convenient storage of household and kitchen items, as well as linens since individual linen closets are not provided.

- Sink must be 30" minimum width.
- Functional furniture layout must include space for dining area that seats at least two people.

Units 2-6, 9-12, 15-18, Studio:

- The kitchen area is small (approximately 74 sf), but the adjacent entryway closet provides additional storage and potential pantry space. For accessibility, please extend the entryway closet doors across the 6' closet frontage and install a built-in shelving system to accommodate jackets/boots, convenient storage of household and kitchen items as well as linens since individual linen closets are not provided.
- Must have minimum 4' lineal upper cabinets in kitchen.

Unit 7, Two-bedroom:

- Must have minimum 6' lineal upper cabinets in kitchen (or include cabinet storage in kitchen island).
- Please include functional furniture layout that demonstrates minimum four-person seating dining area.
- Bedroom closets are between 4-5' width where 6' is required. There also are not individual linen closets. Consider options to expand bedroom closets and add individual linen closets. Alternatively, please extend the entryway closet doors across the 8' entryway closet frontage and install a built-in shelving system to accommodate household items with hooks and shoe storage installed on the wall across from the entryway closet.

Unit 8, Two-bedroom:

- Please label closet in kitchen (I think this is washer/dryer?) and rectangles in entryway/kitchen (cabinets and counters maybe? Built-ins?)
- The first bedroom is small (only 85sf including closet) and the closet is smaller than the required 6' wide dimension. For accessibility and storage, please extend the entryway closet doors across the 8' closet frontage and install a built-in shelving system to accommodate both jackets/boots and convenient storage of household items. Also consider adding built-in shelving or linen storage in bathroom to increase storage options for first bedroom.

Unit 13, Two-bedroom:

- Bedroom closets do not meet 6' minimum width requirement and there are no individual linen closets, but the entryway closet provides additional storage. For accessibility, please extend the entryway closet doors across the 7' closet frontage and install a built-in shelving system to accommodate both jackets/boots and convenient storage of household items and linens.

Applicable to all restricted units:

- Parking: each restricted unit needs access to at least one parking space on site.
- Additional storage: please identify where additional storage for large and/or outdoor items is located for each unit (40 sf for 2bdrms, 30sf for 1bdrms, 25sf for studios) by labelling lockers and their sizes.
- Countertops must be new, durable and cleanable material.
- Appliances must be new Energy Star, UL listed with 1-year warranty.
- Please label cubic capacity of each refrigerator and ensure that each meets minimum capacity for applicable unit type.
- Garbage disposals are required in restricted units if they are included in market (unrestricted) units.
- Flooring must be new carpet, wood, tile, vinyl, linoleum or concrete with 10-year warranty. Water resistant (no carpet) permitted in kitchen and bathroom.
- No visible mechanical features or fuse boxes in living/dining areas.
- At least one window in each living/dining and bedroom must open.
- Bedroom closets must include installed shelf over rod.
- Furnace/ boiler/water heater must be appropriately sized for number of residents and have minimum 5-year warranty.
- Noise mitigation material must be installed in shared walls, ceilings, and floors

- Please label the enclosed spaces in each unit as mechanical or applicable use so they are not mistaken as closets.

All Unit Plans submitted for Building Permit will comply with the above requirements.

Process & Conditions of Approval:

The following conditions of approval are recommended by the Housing Department to be included upon approval of this Development Plan.

1. Required components of livability. Each required Workforce housing unit shall include, at a minimum, the components of Livability Standards required by Sec. 2-3 of the Housing Department Rules and Regulations.
Prior to applicant's submittal of Building Permit,
 - ☐ the Livability Standards Questionnaire (<https://www.tetoncountywy.gov/DocumentCenter/View/15860/Livability-Standards-Questionnaire-Interactive>) shall be completed for each unit type 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 Letter from the Housing Department that confirms approval is required to be included in any Building Permit application.**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 continued 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 for Workforce housing, on all applicable dwelling units, in perpetuity, in a form established and approved by the Housing Department.
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 leasing agent or person managing residents shall attend a Compliance Conference with the Housing Department to learn how Workforce and Affordable households are qualified for residency in restricted units.

The requirements above will be met.

Thank you for the opportunity to review this Development Plan. Please contact me with any questions.

Parks and Rec (11/15/2022 12:58 PM AL)

- Provide "native shrub" selection for Millward streetscape. Plant Species have been added to L0.3 and L4.0.
- Would like to see a tree pit detail. TOJ standard tree pit detail has been added to L5.1.
- Notification of clearance requirements for 5' wide clear zone on sidewalks and potential impacts/trimming requirements of species selection. Sidewalk shown on all sheets have been updated to comply with TOJ standards. Shrubs and perennials are set back against building in raised planters and should not impact clear zone.

Planning Dept. (11/17/2022 8:28 AM KP)

General

- Update narrative to reflect unit number of 46 rather than 44 units. Please update this unit count anywhere else it is misstated in application packet. Updated in Narrative.
- Confirm Gross Site Area and update throughout if needed. L0.6 shows 29,100.6 sf and FAR calculations reference 28,000 sf. Historic plat shows 4 lots x 140' x 50' = 28,000 sf. Updated in narrative, civil, and

landscape drawings to reflect the correct Gross Site Area of **28,076 SF**. This is from Nelson's survey, which notes the areas of the lots being combined (Lots 3-5 are 21,014 SF and Lot 6 is 7,062 SF = 28,076 SF).

- Verify floor area calculations for Commercial spaces (retail/office) in terms of housing mitigation and parking calculations. Commercial floor area devoted to circulation, storage, mechanical etc. should be included in those numbers. For example, Pg 29 of submittal packet (housing mitigation calc) and pg 23 (parking calcs) reference Office 3,391 sf and retail 5,132 sf (total 8,523 sf). However, Pg 22 Floor area Summary shows total Commercial space of 8,523+1,224 = 9,747 sf. Apply in calcs where needed. **Updated in LDR Compliance.**
- Trash & recycling enclosure required. Revise plans to show location of trash enclosure or call out location if currently present. **Updated on A1.01, which shows two new walls to the west of the trash area (parallel to the alley) that will screen the trash and recycling from view. We believe that adding additional screening walls and/or doors/gates to access the trash enclosure will make it exceedingly difficult to roll away the dumpsters out for trash pickup. We have designed an ADA accessible path for approaching the dumpsters and believe that adding gates to screen them at the front will make it more difficult for a disabled person to take out the trash.**
- Planning Dept. highly suggests incorporating screening between the parking facility and side property lines. Consider fencing or landscaping options. **Planted areas have been extended along the north and south property lines, as shown in A1.01 and L0.3 and L4.0.**
- Planning Dept. highly suggests incorporating information on exterior lighting plan. **Reflected ceiling plans and cut sheets of potential light fixtures have been added; see A1.61-63.**
- If transformer in northwest corner is over 4' it must adhere to structure setbacks. **Per the LDRs section 6.1.10 C 2a, utilities such as transformers are not required to adhere to structure or site development setbacks. We have coordinated the transformer and power vault location with LVE per their desired setbacks: 3' from the alley and 2' from the north property line.**
- Transformer door may not swing into the alley right of way. Planning / Engineering may require at least a 2' setback to accommodate access. **Transformer location was revised for transformer door to not swing into alley. Items were coordinated with LVE. The transformer is set back 3' from the alley and 2' from the north property line.**

(Added 11.18.22) - Floor Area Summary Table unit descriptions (1 and 2 bedroom) do not match floor plans which show predominately studio units. Update all tables, references, narratives etc. to accurately reflect number of studio, 1-bd, and 2-bd units proposed. **Updated in LDR Compliance.**

Lot Standards – Building setbacks

- Revise plans to show dimension for distance between eastern property line and building. **Updated on A1.01.**
- Revise plans to show distance between existing "encroaching building" to the south and the proposed structure on 245 / 265 N. Millward. **Updated on A1.01.**

Lot Standards – Landscape

- LSR calculations (L0.6) appear to be calculated off "proposed structures" instead of Gross Site Area. Revise LSR calcs to base off gross site area. **Correct LSR calculations have been provided on L0.3, L0.4 and L4.0.**
- Landscape plan and LSR calcs will need to update to accommodate wider sidewalk and furnishing area required by "Trees-in-grates". **All site plans have been updated to reflect the TOJ sidewalk and furnishing requirements for trees in grates.**
- Check landscape and site plans for consistency. Landscaping shown on landscape plans near alley corners but not shown on site plan. **Site and landscaping plans have been coordinated.**

Bulk Standards –

- Show dimensions on "first floor plan" and "second floor plan" (pgs 35-36 of packet submittal) for calculations that min 70% of lot width has ground and 2nd story building façade in primary street setback range (0'-10' as measured from back of pedestrian frontage). Similar to how stepback is shown on page 37

third floor plan. Calculated by dividing the façade width located in the specified setback range by the width of the lot. **Updated on A1.01, A1.02, and A1.03.**

Form Standards –

- Pedestrian Frontage – Sec. 2.2.1.C.2 Trees in grates – Revise plans to show required dimensions for sidewalk and hardscape minimums. Trees in grates requires planting area of min 5' width (4' is shown) and clear sidewalk min of 6' (5'-4 1/16" is shown). Back of curb 13.5' is met. Note: landscape plan will need to update to reflect these changes and LSR calcs. **Site plans have been updated to reflect the Trees in Grates Requirements for pedestrian frontage. Updated LSR calcs have been provided on L0.3, L0.4 and L4.0.**
- Building Frontage (Shopfront vs. Office Frontage). Revise LDR compliance table to select only one (it is not tied to use) and to list subcategory compliance, specifically story height, transparency, blank walls, ped access. Revise elevations and floor plans to call out subcategory compliance (for frontage type) such as transparency requirements. May be similar to applicant providing stepback calcs on pg 37 of submittal packet. **Updated in LDR Compliance table and in architectural plans and elevations. See A2.00 for façade calculations.**

Parking Facility (See LDR section 6.6.2 and Resolution 09-25 (Underground Parking))

- Walkways in parking facility must be a min of 4' for ADA adjacent walkways (3' shown). It is suggested that other walkways not serving ADA spaces also be a min of 4'.
- It appears parking calculations do not accurately capture total commercial SF. Circulation, mechanical, storage sf devoted to commercial uses are accounted for in sf used for parking calcs. Revise parking calculations to include this SF. Staff calculates total parking requirement is increased from 84 (applicant) to 87 spaces. **Addressed in LDR Compliance, Parking and Loading Standards.**
- Revise plans to show dimensions of on street parking spaces. **Updated on A1.01.**
- Revise plans to show dimensions of shorter compact parking spaces. **Updated on A1.01.**
- Please verify consistent dimensions for parking spaces in parking facility. It appears dimensions vary across different plans. **Updated on A1.01.**
- Revise ADA van space to be 8' wide with min 8' adjacent aisle. (11' + 5' shown). **Updated on A1.01.**
- Revise plans to account for pillars near parking spaces and show dimensions. Required width of parking spaces does not include structural pillars. Spaces with encroaching support pillars must be wide/long enough to capture the encroaching pillars plus the minimum required width or length of parking space. **Per latest feedback via email, we have updated the plans such that some columns encroach partway into the typical 9'-0" parking spaces, but not into any compact or ADA spaces.**
- Maximum of 8 compact parking spaces are allowed for parking plan with total of 54 onsite spaces. 9 are shown. **On A1.01, the column grids and parking layout were updated so that we now only have 6 compact spaces.**
- Update all plans (civil, landscape, architecture) to consistently show location of ADA and compact spaces. **Updated architecture, civil, and landscape sheets. See A1.01.**
- Applicant may apply parking facility dimensions provided in Resolution 09-25 for covered parking facilities. Applicant may choose to adjust plans to reflect Resolution 09-25 standards. **Updated on A1.01.**
- Revise plans to include 2' wheel stops at minimum for any parking space where vehicle overhang would impede amenities like walkways, storage locker doors, or bike rack (etc.). Planning Dept. suggests adding 2' wheel stops for all parking spaces. **Updated on A1.01.**

Parking Management Plan

- Include a Parking Management Plan with resubmittal. Staff believes there will be parking management challenges for the building that should be addressed as part of the Development Plan review, particularly with shared parking and a proposed administrative adjustment. A Parking Management Plan should include (1) which residential, lodging, and commercial units will have dedicated onsite parking (2) which units will have shared parking (3) hours of shared parking or example of daily schedule (ex: what hours will residents be able to park in shared spaces) (4) how enforcement will work (5) how management

information is shared with residents/commercial units (6) what signage will be used (7) any aspects of flexibility (ex: what will happen if a resident with shared parking is out of town for a week and needs to leave car in the parking facility?) **Parking Management Plan has been added to LDR Compliance section.**

Housing Mitigation and Livability

- See draft Affordable Workforce Housing Mitigation Calculator provided by Planning Dept. Existing uses must be verified for use as “credit”. Existing Apartment use does not offer a credit. Proposed Retail and Office floor area should include circulation, mechanical, storage etc. space. Verify floor area numbers. **Housing Mitigation Plan has been updated.**
- See forthcoming additional review comments from the Housing Department. **Will comply.**

Public Works Dept. (11/10/2022 12:09 PM JSIL)

Pre-Ap Comments - SUFFICIENT

P22-253

10/27/2022

Jeff Silliman, 733-3079

The engineering division has reviewed your application for a [PERMIT TYPE] 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) Civil sheets do not match architectural sheets for parking dimensions. Parking spaces accessed from alley should have 22’ minimum depth. **See A1.01 for dimensions of parking spaces. Removed from civil drawings.**
- 2) Show that ADA routes and sidewalks meets slope requirements. **Slopes are provided for ADA routes and sidewalks in Civil Drawings.**
- 3) Public Access Easement may be needed for sidewalk. **Will comply.**
- 4) Crane Agreement may be required. **Contractor will provide if required.**
- 5) Encroachment agreement may be needed for Shoring. **Contractor will provide if required.**
- 6) Construction Management Plan may require council approval. **Noted.**
- 7) Provide route map for various stages of construction for deliveries to and from staging area at Cache/Snow King Ave. **Route map added to last page of Construction Management Plan.**
- 8) Public Works recommends that the applicant/developer be required to pave the unpaved portion of the alleyway, from West Gill Avenue north. Coordinate limits of paving with Public Works prior to building permit submittal. **The applicant will work with the Town to coordinate alley paving.**
- 9) Capacity fees will be assessed at the building permit review process. **Noted.**
- 10) If irrigation system planned include type of backflow preventer, location, and whether irrigation will be metered separately from domestic. **See C3.2 for irrigation schematic. Drip irrigation will be used for all planted areas. Irrigation will not be separately metered; there will be one meter for domestic and irrigation. Backflow preventer will be shown on mechanical plans. Irrigation plan to be design-build by contractor.**

TOJ CODE:

5.7 GRADING, EROSION CONTROL, AND STORMWATER

5.7.2 Grading Standards: 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. **See sheets C4.0-C4.2 for grading plans meeting ToJ Code 5.7.2-5.7.3.**

5.7.3 Erosion Control Standards: Provide an erosion control plan that shows compliance with this section. **See sheets C4.0-C4.2 for grading plans meeting ToJ Code 5.7.2-5.7.3.**

5.7.4 Stormwater Management Standards: Provide an erosion control plan that shows compliance with

this section. See sheets C3.0, C3.4, & C3.5 for stormwater design meeting 5.7.4 and see engineering report for stormwater calculations

6.4 OPERATIONAL STANDARDS

6.4.1 Outside Storage: Provide a Construction Management Plan / Narrative, for any offsite storage address compliance with this section. Route map to prefab module storage near Snow King has been added to CMP.

6.4.3 Noise: Provide a statement to address compliance with this section. Updated in CMP.

6.4.4 Vibration: Provide a statement to address compliance with this section. Updated in CMP.

7.7 – REQUIRED UTILITIES

7.7.2 Potable Water Supply:

1. 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, AWWA M22 method, or other Town Engineer approved source. See Engineering Report water system and Appendix III for design calculations.
2. Provide right-of-way or easements as required, 30 feet minimum width with 10 feet minimum to either side. No easements are required.
3. 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. See Exhibit 1 - Fire Flow Exhibit - for modeling results of fire flow.
4. 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. State regulations are not applicable to water services; however, design is compliant with DEQ regulations. See sheet C3.2 for metering and backflow prevention and location.
5. State whether the water system will be privately or publicly owned. 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. See sheet C3.0 for connection to ToJ public water system. All water facilities on property are privately owned in accordance with ToJ title 13.

7.7.3 Sanitary Sewer System:

1. 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. See Engineering Report sewer system and Appendix III for design calculations.
2. Provide right-of-way or easements as required, 30 feet minimum width with 10 feet minimum to either side. No easements are required.
3. Provide a sanitary sewer analysis. Identify downstream impacts on existing sewers, lift stations, and treatment facilities. See Engineering Report water system and Appendix III for design calculations.
4. Show compliance with state regulations, construction standards, maximum allowable infiltration, connections for lots of record, provisions for system expansion. See sheets C1.0-C4.2 for compliance with state regulations, construction standards, maximum allowable infiltration, connections for lots of record, provisions for system expansion. Plans were prepared by licensed professionals and design is compliant with state regulations. All plans and details are compliant with Town of Jackson standards.

(END OF COMMENTS)

02

APPLICATION



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

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

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

PROJECT.

Name/Description: Millward Workforce Apartments
Physical Address: 245 & 265 N. Millward St., Jackson, WY 83001
Lot, Subdivision: Lot 3-4-5, Blk. 2, Jackson (MOS T-26D) PIDN: 22-41-16-28-4-05-003

PROPERTY OWNER.

Name: 245 265 Millward LLC C/O Kaikoa LLC (Stuart Suna) Phone: 718-310-7724
Mailing Address: 3610 N Moose-Wilson Rd, Wilson, WY ZIP: 83014
E-mail: stuartsun@gmail.com

APPLICANT/AGENT.

Name: Northworks Architects & Planners, LLC Phone: 307-201-5324
Mailing Address: PO Box 4207, Jackson, WY ZIP: 83001
E-mail: ajanak@nwks.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ Applicant/Agent

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

Use Permit

_____ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

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

Physical Development

_____ Sketch Plan
☒ Development Plan
_____ Design Review

Subdivision/Development Option

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

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

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

Pre-application Conference #: P22-097 Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

- ☒ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- ☒ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.
- ☒ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

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



Signature of Property Owner or Authorized Applicant/Agent
Adam Janak, Northworks Architects and Planners LLC

Name Printed

09/15/2022

Date
Partner

Title

03

LETTER OF AUTHORIZATION



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: 4/12/2022

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 : STUART SUNA, MANAGER

Being duly sworn, deposes and says that 245 265 Millward LLC is the owner in fee of the premises located at:
Name of property owner as listed on deed

Address of Premises: 245 and 265 N. Millward St.

Legal Description: Lots 2-3-4-5, Block 2 Original Town of Jackson, Plat 100

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Northworks Architects and Planners, LLC

Mailing address of Applicant/agent: PO Box 4027 Jackson, WY 83001

Email address of Applicant/agent: ajanak@nwks.com

Phone Number of Applicant/agent: 307-201-5324

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) Pre-Application Conference

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

MANAGER LLC

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 STUART SUNA this 12TH
day of APRIL, 2022. WITNESS my hand and official seal. MANAGER, 245 265 MILLWARD LLC

George P. Putnam
Notary Public

11/15/2024
My commission expires:



04

PROJECT NARRATIVE

NORTHWORKS

Millward Street Apartments Project Narrative

Overview:

The proposed project is located at 245 & 265 N. Millward Street, one block north of Miller Park and one block east of Flat Creek. For purposes of this application, we are referring to the project as “Millward Street Apartments” or “MSA”. MSA will be a mixed-use building with ground floor commercial space and apartment units on the second and third floors.

Existing Site:

The site currently has existing structures including a motel-style apartment building and a one-story residence, to be demolished and/or relocated. Another residence to the south of the property encroaches approximately 1 ft. into MSA’s property line, plus an encroaching carport. The proposed building is designed to accommodate the building encroachment from the south while the encroaching carport and fence will be relocated to allow full use of the site.

Program:

The approximately 41,000 square foot project will include commercial space at the ground floor. On the second and third floors above, 48 prefabricated modular apartments will include a mixture of studios, one, two, and three-bedroom units. Each apartment unit will have access to a private balcony, facing either Millward Street, the central courtyard, or towards views to the north and south. The building will utilize the Town’s 2:1 workforce housing floor area bonus tool to construct 37 apartments (17 restricted to workforce) in addition to by-right commercial space and 11 apartments recognized for short term rental.

The project meets the town’s landscape requirements via raised planters and benches to enliven the streetscape and with landscaping on the north and south property lines and on the western side of the building adjacent to the alley access drive. Addition landscaping is provided in the Level 2 green roof courtyard. The green roof will feature a rolling topography and raised tree planters, which will be visible to enjoy from the street, in addition to enhancing the quality of the central apartment units.

On-Site parking is located at grade, fully shielded from view from Millward Street and accessed via an alley that runs parallel to Millward along the rear of the building. The project proposes 51 parking spaces on-site, which requires an administrative adjustment to reduce required on-site parking by 3 spaces (a 5.56% reduction). 13 parking spaces for the commercial floor area will be provided through a combination of 9 on-street spaces and 4 spaces provided through the Downtown fee-in-lieu parking program.

Conclusion:

This Development Plan application complies with the Town of Jackson Land Development Regulations, Design Guidelines, and applicable provisions of the Jackson/Teton County Comprehensive Plan. The proposed development received unanimous approval from the DRC on September 14, 2022.

05

RESPONSES TO FINDINGS

NORTHWORKS

Millward Street Apartments Findings

The following six findings for Development Plan approval per LDR Section 8.3.3.C can be made as follows:

1. Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan;

Complies. The proposed project lies within District 2: Town Commercial Core, articulated in the Illustration of Our Vision chapter of the Comprehensive Plan and as further identified within Sub Area 2.3 Downtown. The proposed development plan will support and promote a vibrant mixed-use pedestrian friendly environment where Commercial Residential-2 (CR-2) Zoning provides predictable guidance for streetscapes, pedestrian frontages, building frontages and parking. The project further allows realization of desired character-defining mix of building bulk and scale with a three-story building, architectural form. Pedestrian sidewalk and streetscape characteristics are proposed to include landscape planters and enhance the pedestrian experience. On-site parking will be screened from the primary street view with loading off the rear alley.

2. Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable;

Complies. The properties do not lie within either the Natural Resource Overlay (NRO) or Scenic Resources Overlay (SRO);

3. Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMS facilities;

Complies. The proposed project will not have significant impacts on public facilities and services. Currently there are 28 motel units, 5 rental apartments, and one detached residential use on the subject properties that connect to the Town of Jackson potable water distribution and wastewater collection systems. The proposed development will provide a mix of commercial development and residential rental units totaling 48 units (32 studios, 4 one-bedrooms, 10 two-bedrooms, and 2 three-bedrooms) with the building owner managing master leases to house seasonal and long-term employees of local businesses. The single building design will consolidate several sewer connections within the project to reduce connection points to the Town wastewater system. It is anticipated public transportation via START will be utilized by many seasonal tenants who will not have their own vehicles reducing overall traffic demands on town and county roadways. New utility connections to the Town of Jackson services will be incorporated as part of this project and the alley will be paved. Impacts to schools and parks will be minimal as the one and two-bedroom residential composition of the project will be less likely to be rented to larger families with multiple children. Impacts on police, fire and EMS facilities will not be significant as the proposed building design will improve on the current structures by providing fire sprinkler systems throughout the proposed building.

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4. Complies with the Town of Jackson Design Guidelines, if applicable;

Complies. All proposed development in this project complies with Zone specific standards for Design Guideline. The project has been reviewed twice by the Town of Jackson Design Review Committee and received favorable recommendation for approval on September 13, 2022.

5. Complies with all relevant standards of these LDRs and other Town Ordinances;

Complies. As fully articulated within the details of this application, the proposed development of the subject property into the proposed mixed use with all relevant standards of the Land Development Regulations (LDRs) for the Commercial Residential 2 (CR-2) zone as they stand as the implementation, in regulatory form, of the stated vision and desires of the Jackson/Teton County Comprehensive Plan adopted May 2012.

Further, the proposed project is consistent with other adopted Town Ordinances as included in The Municipal Code adopted by the Town Council through and including Ordinance No. 1319, dated June 21, 2022.

6. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

Complies. The subject property has not received any applicable development permits or approvals related to the proposed physical development.

06

LDR COMPLIANCE

NORTHWORKS

Millward Street Apartments Zoning Compliance Verification

PROJECT INFORMATION

LOT 6, BLK. 2, JACKSON (MOS T-26D)
245 N Millward St
Jackson, WY 83001
PIDN: 22-41-16-28-4-05-004
Lot Size: 0.16 Acres (7,062 sf)

LOT 3-4-5, BLK. 2, JACKSON (MOS T-26D)
265 N Millward St
Jackson, WY 83001
PIDN: 22-41-16-28-4-05-003
Lot Size: 0.48 Acres (21,014 sf)

2.2.12. CR-2: COMMERCIAL RESIDENTIAL-2

Town of Jackson Applicable LDRs

1. Lot Standards				
Building Setbacks (Sec 9.4.8.)				
General	Source	Notes	Proposed	Complies
Primary street setback range (min.-max)	ToJ LDR Section 2.2.12. B.1	0' – 10'	0' – 10'	Yes
Secondary street setback range (min.-max)	ToJ LDR Section 2.2.12. B.1	0' – 10'	0'	Yes
Side interior (min.)	ToJ LDR Section 2.2.12. B.1	5'	5'	Yes
Rear (min.)	ToJ LDR Section 2.2.12. B.1	10'	10'	Yes
Abutting protected zone	ToJ LDR Section 2.2.12. B.1	10'		n/a
Landscaping (Div. 5.5.)				
Landscape surface ratio (min.)	ToJ LDR Section 2.2.12. B.1	10%		Yes
Plant units (min.)	ToJ LDR Section 2.2.12. B.1	1/1,000 sf of landscape area		Yes
Parking lot (all uses)	ToJ LDR Section 2.2.12. B.1	1/12 parking spaces		Yes
Fencing				
Height in any street or side yard (max)	ToJ LDR Section 2.2.12. B.1	4'		n/a
Height in rear yard (max)	ToJ LDR Section 2.2.12. B.1	6'		n/a
Setback from pedestrian frontage	ToJ LDR Section 2.2.12. B.1	1'		n/a

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Setback from side or rear lot line (min.)	ToJ LDR Section 2.2.12. B.1	0'	0'	n/a
Parking Setbacks (Sec. 9.4.8.)				
Primary street, above ground (min.)	ToJ LDR Section 2.2.12. B.1	30'		Yes
Secondary street, surface parking (min.)	ToJ LDR Section 2.2.12. B.1	30'		n/a
Secondary street, tuck under, enclosed, or structured parking screened by building (min.)	ToJ LDR Section 2.2.12. B.1	0'	0'	Yes
Access				
Curb cut width (mx)	ToJ LDR Section 2.2.12. B.1	24'	24'	Yes
2. Bulk Standards				
Street Façade (Sec. 9.4.11.)				
Width of ground and 2 nd story in primary street setback range	ToJ LDR Section 2.2.12. B.2			Yes, see A1.01 & A1.02. Lot width = 200'-7"
% of lot width (min.)	ToJ LDR Section 2.2.12. B.2	70%	L1: 86% L2: 72%	L1 width = 173'-2" L2 width = 145'-3"
Length from street corner (min.)	ToJ LDR Section 2.2.12. B.2	30'		n/a
Width of ground and 2 nd story in secondary street setback range	ToJ LDR Section 2.2.12. B.2			n/a
% of lot width (min.)	ToJ LDR Section 2.2.12. B.2	35%		n/a
Length from street corner (min.)	ToJ LDR Section 2.2.12. B.2	30'		n/a
Building Height (Sec. 9.4.9.)				
Height (max) if roof pitch $\geq 5/12$	ToJ LDR Section 2.2.12. B.2	46'		n/a
Height (max) if roof pitch $< 5/12$	ToJ LDR Section 2.2.12. B.2	42'	42'	Yes
Stories (max)	ToJ LDR Section 2.2.12. B.2	3	3	Yes
Height (min.) in any street setback range	ToJ LDR Section 2.2.12. B.2	2 stories or 24' min.	37' typ.	Yes
Building Stepback (Sec. 9.4.12.)				
Stepback for any 3 rd story street façade or street façade over 30' (min.)	ToJ LDR Section 2.2.12. B.2	10'	10'	Yes
Encroachment in stepback (max % of overall façade width)	ToJ LDR Section 2.2.12. B.2	60%	60%	Yes
A building with only residential use that	ToJ LDR Section 2.2.12. B.2			n/a

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has at least 4 units is exempt from stepback requirement				
Scale of Development				
Floor area ratio (FAR) (max) (E.3.)	ToJ LDR Section 2.2.12. B.2	.46 + .34 for Lodging- .80 Total		Yes, see calculations in paragraph + tables below.
Deed restricted housing exemption (Sec. 7.8.3.)	ToJ LDR Section 2.2.12. B.2			
Workforce housing floor area bonus (Sec. 7.8.4.)	ToJ LDR Section 2.2.12. B.2	2:1	2:1	Yes
3. Form Standards				
Pedestrian Frontage				
Trees in grates	ToJ LDR Section 2.2.12. B.3	See sec. 2.2.1.C.2	6 spaced max. 40'	Yes
Building Frontage Options				
Shopfront	ToJ LDR Section 2.2.12. B.3	Ground Story Height: 12' min Upper Story Height: 9' min Ground Floor Elevation: 0'-2'	12' average 9'-4", 9'-6" Varies 6"-12" higher than T/curb	Yes; See A2.00 for calcs. Yes Yes; Levels 1A, 1B, 1C step down to align with sidewalk; See Civil drawings
		Transparency, Ground Story, Primary Street: 60%	60%	Yes
		Transparency, Ground Story, Secondary Street: 30%	n/a	n/a
		Transparency, Upper Story, Primary Street: 20%	L2: 23% L3: 25%	Yes Yes
		Blank Wall Area, Primary Street: 15' max	13'-9"	Yes
		Blank Wall Area, Secondary Street: 30' max	n/a	n/a
		Ped. Access Entrance: Req Entrance Spacing: 50' max	6 entries 47' max	Yes Yes
Office	ToJ LDR Section 2.2.12. B.3	See sec. 2.2.1.D.2		n/a
Residential	ToJ LDR Section 2.2.12. B.3	See sec. 2.2.1.D.3.		n/a
Lodging	ToJ LDR Section 2.2.12. B.3	See sec. 2.2.1.D.4.		n/a
Parking Type Options				
On-street parking	ToJ LDR Section 2.2.12. B.3	See sec. 2.2.1.E.1	Yes	Yes
Surface parking	ToJ LDR Section 2.2.12. B.3	See sec. 2.2.1.E.2.		n/a

NORTHWORKS

Tuck-under parking	ToJ LDR Section 2.2.12. B.3	See sec. 2.2.1.E.4	Yes	Seeking administrative adjustment
Enclosed parking	ToJ LDR Section 2.2.12. B.3	See sec. 2.2.1.E.3.		n/a
Structured parking	ToJ LDR Section 2.2.12. B.3	See sec. 2.2.1.E.5.		n/a
Underground parking	ToJ LDR Section 2.2.12. B.3	See sec. 2.2.1.E.6.		n/a
4. Environmental Standards				
Natural Resource Setback (min) (Sec 5.1.1.)				
Cache Creek south of Cache Creek Dr.	ToJ LDR Section 2.2.12. B.4	20'		n/a
Flat Creek north of Hansen	ToJ LDR Section 2.2.12. B.4	25'		n/a
Flat Creek south of Hansen	ToJ LDR Section 2.2.12. B.4	50'		n/a
Wetland	ToJ LDR Section 2.2.12. B.4	30'		n/a
Irrigation Ditch Setback (min) (Sec. 7.7.4.D.)				
Irrigation Ditch	ToJ LDR Section 2.2.12. B.4	15'		n/a
Natural Resource Overlay (NRO)(Sec. 5.2.1.)				
5. Scenic Standards				
Exterior Lighting (Sec 5.3.1.)				
Light trespass is prohibited	ToJ LDR Section 2.2.12. B.5			Yes
All lights over 600 lumen shall be fully shielded.	ToJ LDR Section 2.2.12. B.5			Yes
Max lumens per sf of site development	ToJ LDR Section 2.2.12. B.5	3	TBD	Yes
Lumens per site (max)	ToJ LDR Section 2.2.12. B.5			Yes
All fixtures		100,000		Yes
Unshielded fixtures		5,500		Yes
Light color	ToJ LDR Section 2.2.12. B.5	<3000 Kelvin		Yes
Scenic Resource Overlay (SRO)(Sec. 5.3.2.)				
6. Natural Hazards to Avoid				
Steep Slopes (Sec 5.4.1.)				
Development prohibited	ToJ LDR Section 2.2.12. B.6	Slopes>25%		n/a
Hillside CUP required	ToJ LDR Section 2.2.12. B.6	Parcel with average cross-slope > 10%		n/a
Areas of Unstable Soils (sec. 5.4.2.)				
Fault Area (sec. 5.4.3.)				
Floodplains (sec 5.4.4.)				
Wildland Urban Interface (sec. 5.4.5.)				
7. Signs (nonresidential) (Div. 5.6.)				

NORTHWORKS

Number of signs (max)	ToJ LDR Section 2.2.12. B.7	3 per business per frontage	TBD	Yes
Background color	ToJ LDR Section 2.2.12. B.7	No white or yellow	TBD	Yes
Sign Area				
Total sign area (max)	ToJ LDR Section 2.2.12. B.7	3 sf per linear ft of street façade width up to 150 sf	TBD	Yes
Penalty	ToJ LDR Section 2.2.12. B.7	10% per projecting and freestanding sign		
Sign Type Standards				
Canopy Sign	ToJ LDR Section 2.2.12. B.7			
Clearance (min)	ToJ LDR Section 2.2.12. B.7	7'6" from average grade		
Setback (min)	ToJ LDR Section 2.2.12. B.7	18" from back of curb		
Freestanding sign	ToJ LDR Section 2.2.12. B.7			
Height (max)	ToJ LDR Section 2.2.12. B.7	6'		
Setback (min)	ToJ LDR Section 2.2.12. B.7	5'		
Projecting sign	ToJ LDR Section 2.2.12. B.7			
Height (max)	ToJ LDR Section 2.2.12. B.7	24' above grade		
Clearance (min)	ToJ LDR Section 2.2.12. B.7	7'6" from average grade		
Setback (min)	ToJ LDR Section 2.2.12. B.7	18" from back of curb		
Window Sign	ToJ LDR Section 2.2.12. B.7			
Window surface coverage (max)	ToJ LDR Section 2.2.12. B.7	25% up to 16 sf		
Temporary signs	ToJ LDR Section 2.2.12. B.7	(sec 5.6.1.)		
8. Grading, Erosion Control, Stormwater				
Grading (sec 5.7.2.)				
Erosion Control (sec 5.7.3.)				
Erosion shall be controlled at all times	ToJ LDR Section 2.2.12. B.8			Yes
Stormwater Management (sec.5.7.4.)				
No increase in peak flow rate or velocity across property lines	ToJ LDR Section 2.2.12. B.8			Yes

9. Physical Development Permits Required							
Physical Development	Sketch Plan (Sec. 8.3.1.)	Development Plan (Sec. 8.3.2.)	Building Permit (Sec. 8.3.3.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.5.)	Grading Permit (Sec. 8.3.4.)	Floodplain Permit

NORTHWORKS

>13,800 sf	--	X	X	X		Sec.5.7.1.	n/a
Sign					X	Sec.5.7.1.	n/a

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min.) (Div. 6.2.) (E.1.)	Affordable Workforce Housing Units (min) (Div.6.3.)
Residential					
Attached Single-Family Unit	B	8,000	n/a	1/DU if <2 bedrooms and <5090 sf; otherwise 1.5/DU	$0.000017 * sf + (Exp(-14.17 + 1.59 * Ln(sf))) / 2.176$
Lodging					
Short-term rental Unit (6.1.5.c.)	B(LO)	n/a	n/a	1/DU if <2 bedrooms and <5090 sf; otherwise 1.5/DU	0.204*bedrooms
Commercial Uses					
Office (6.1.6.B.)	B	n/a	n/a	2.47/1,000 sf	0.000493*sf
Retail (6.1.6.C.)	B	12,500 sf excluding basement storage	n/a	3.37/1,000 sf	0.000431*sf
Service (6.1.6.D.)	B		n/a	2.25/1,000 sf	0.000431*sf
Restaurant/Bar (6.1.6.E.)	B		n/a	1/73 sf dining area + 1/40 sf bar area	0.001197*sf

Div. 2.2.12.B.9 - Physical Development Permit Threshold

The proposed project includes approximately 13,538 sf. of by-right floor area (including associated circulation space). Per LDR Section 8.3.2, this by-right floor area is within the 6,900 - 13,800 sf. limit requiring a Development Plan. The gross floor area of the project is approximately 41,076 sf., including 27,539 sf achieved by employing the 2:1 housing incentive program. In accordance with LDR Section 7.8.4.C this additional floor area is exempt from calculations of physical development thresholds. The following table illustrates project by-right floor area by use for the purposes of calculating Development Permit thresholds.

By-Right Development Summary	
Gross Site Area	28,076 sf
Allowed FAR (.46)	12,915
Short Term - FAR Bonus (.34)	9,546
Total Allowed FAR	22,461
Proposed By-Right Uses	
By-Right Commercial	4,094
By-Right Short-Term Rental	7,763
By-Right Circulation	1,681
Total	13,538
Development Plan Threshold	13,800

Div. 7.8.4 – Workforce Housing Incentive Program

The proposed project utilizes the 2:1 workforce housing incentive program as allowed for properties within the CR-2 zone district. The total workforce bonus floor area proposed is 27,539 sf., with 9,423 sf. allocated as workforce restricted apartments, and 14,276 sf. allocated as workforce unrestricted apartments and 3,840 sf of associated circulation floor area.

NORTHWORKS

The proposed restricted floor area of 9,423 sf. will be a total of 17 apartments, comprised of 14 studio units, 1 one-bedroom and 2 two-bedroom units. These apartments will be subject to a workforce housing deed restriction for residential rental use to be recorded with the County Clerk prior to certificate of occupancy in accordance with standards of the Jackson/Teton County Housing Department. The proposed 14,276 sf. of unrestricted floor area will be a total of 20 apartments, comprised of 11 studio units, 2 one-bedroom units, 6 two-bedroom units, and 1 three-bedroom unit.

The following table shows required and proposed 2:1 workforce bonus allocation. Circulation space has been allocated to by-right and 2:1 space as shown on the attached floor area plans.

2:1 Workforce Housing Floor Area Bonus Allocation (sf.)		
Gross Building Floor Area	41,076	
By-Right Floor Area	13,538	
Total Workforce Bonus Floor Area	27,539	
	2:1 Allocation	Proposed
2:1 Bonus Workforce Restricted	9,179	9,423
2:1 Bonus Workforce Market	18,359	14,276
2:1 Bonus Workforce Circulation		3,840
By-Right Short Term Rental		7,763
By-Right Commerical		4,094
By-Right Circulation		1,681
Gross Building Floor Area		41,076

Table showing Floor Area Summary by Unit type, refer to Floor Area Plans

Millward Street Apartments Floor Area Summary Table			
Floor Area by Type	Sq. Ft.	Bedrooms	Units
2:1 Bonus Restricted	10,318	5	17
Studio	6,930	--	14
1 BR	495	1	1
2 BR	1,998	4	2
Access & Circulation	758	--	--
2:1 Bonus Market	17,221	17	20
Studio	5,445	--	11
1 BR	990	2	2
2 BR	6,326	12	6
3 BR	1,515	3	1
Access & Circulation	2,945	--	--
By-Right Short Term	9,298	8	11
Studio	3,465	--	7
1 BR	495	1	1
2 BR	2,288	4	2
3 BR	1,515	3	1
Acess & Circulation	1,535	--	--
By-Right Commercial	4,094	n/a	n/a
By-Right Circulation / Access	146	n/a	n/a
Grand Total	41,076	30	48

NORTHWORKS

Div. 6.2 – Parking and Loading Standards

The proposed project will provide a mix of commercial and residential uses and provide parking in accordance with parking standards of the CR-2 Zone, Division 6.2. Parking and Loading Standards.

Table 1. shows 66.14 total required parking spaces for the proposed building uses. A total of 67 spaces are proposed for the project. 13 spaces (12.14 rounded up) are required for planned commercial office and retail space and will be provided through a combination of 9 on-street spaces adjacent to the property on Millward Street and 4 spaces purchased through the Town's fee-in-lieu parking program. Fixed bicycle parking is proposed at several locations on the site for 10 bikes and exceeds the 2.6 required spaces for commercial uses.

Downtown Parking Fee-in-lieu – Level 1 (up to 5 spaces) cost per space: \$8,500

Proposed Fee-In-Lieu - 4 Spaces X \$8,500 = \$34,000

Table 1. also shows required parking for the proposed lodging use (short term rental) and residential apartment uses based on bedroom/floor area sizes. A total of 54 spaces including 3 disability spaces are required on-site for residential and lodging uses. As shown on the attached site plan, a total of 51 spaces (including 3 disability spaces) are proposed on-site. In compliance with LDRs, access is provided off the rear alley and all parking is set back 30 feet and screened from Millward St. by the street-facing commercial floor area. 14 spaces have direct access off the alley with the remaining 37 spaces accessed from a centrally located drive isle leading to two interior double loaded parking bays.

In accordance with Division 6.2.2.A.1, an Administrative Adjustment request is being made under separate application to the Planning Director to reduce the on-site required parking by 3 spaces (a 5.56% reduction). This request is being made due to physical limitations to the amount of on-site parking relative to efficient building space utilization and in light of the residential rental focus of the project geared toward long-term master leases with employers and an overall lower parking demand from tenants occupying the units. The project also benefits from proximity to services within the Town of Jackson and public START transportation.

Notwithstanding the 3 space Administrative Adjustment request, all 48 residential units will have at least one parking space on-site, not counting the additional 3 ADA spaces provided.

Table 1. Required and Proposed Parking

Required Parking				Proposed Parking Plan				
Use	SF	Units	Spaces Required	Proposed On-Site*	Fee-in-Lieu	On Street	Admin. Adjustment	Total Proposed
Commercial			12.14					13
Office	1,838		4.54		2	3		5
Retail	2,256		7.60		2	6		8
Lodging - Short Term Rental			12.5					12
Studio - <500 sf		7	7	5			3	8
1 BR - <500 sf		1	1	1				1
2 BR		2	3	2				2
3 BR		1	1.5	1				1
Residential - Apartment			41.5					42
Studio < 500 sf		25	25	25				25
1 BR - <500 sf		3	3	3				3
2 BR		8	12	12				12
3 BR		1	1.5	2				2
Total	4,094	48	66.14	51	4	9	3	67
* Includes 3 Accessible parking spaces								

NORTHWORKS

Off-Street loading is provided via the 21' wide access drive isle (18' min. width) located off the alley with turn around access provided via the two parking access isles underneath the building.

Approximately 2,000 sf of parking and loading area will remain outside of the tuck-under parking limits. 125 sf. of snow storage is provided on-site within side yard setbacks. This exceeds the required 2.5% (~45 sf.) of uncovered parking and loading areas.

Vehicle Turning

Turning analyses were performed to show that a 2009 Ford Escape 4WD SUV can enter or exit a typical parking spot without making more than 3 turns. The 2009 Ford Escape is 14.55' long, 5.9' wide, and a turning radius of 19.79'.

The same analysis was performed for a Mercedes Sprint Van, which can also enter and exit in under 3 turns. The Mercedes Sprinter Van is 17.4' long, 6.5' wide, and a turning radius of 20.17'. This is similar to the dimensions of a Chevy Tahoe. All analyses were performed under slow speeds and turning on the spot was utilized.

Garbage Truck Turnaround

Garbage trucks will be able to back into the parking entry aisle up to 24 feet past the property line, and turn around to drive back down the alley, which was confirmed in a turning analysis diagram. The vehicle that was used to perform the analysis was a Hino 338 M Refuse Truck. A two-point turn was performed to properly turn the truck around. The Hino 338 M Refuse Truck is 27.88 long', 8' wide, with a turning radius of 27.4', and an overall body height of 10.75'. The clear ceiling height ranges from 12' to 14'.

Deliveries

FedEx delivery trucks are most likely to drop off packages along Millward Street. However, deliverers may also approach the building from the alley and cart deliveries up the access ramp and through the garage. Per a vehicle turning analysis, FedEx delivery trucks are also able to turn around in the alley at the parking entrance aisle. The vehicle used to perform the analysis was a Solo M850 SlimLine Bus, which is slightly smaller than the Hino 338 Refuse Truck.

NORTHWORKS

Design Guidelines

A. Public Space

Use – MSA incorporates open space using a variety of methods including an attractive pedestrian frontage along Millward St, recessed balconies at the second and third floors on all faces of the building, and a central green roof at the second and third level of inner courtyard.

In adherence with the Town of Jackson Land Development Regulations (TOJ LDRs), the re-designed public right-of-way includes the potential for increased walking area up to 13'-6" in width, new street trees, and pedestrian scaled lighting to enhance the public experience and create an inviting entry way into each commercial space and ground floor access point for the residential units. The design of the building, particularly at the street level will support the future desired characteristics of the district noted as: "active uses, such as retail and service, are encouraged on the ground level, often with lodging, residential, or office on the upper floors."

Location – The two (2) common entries and lobbies from Millward Street provide efficient circulation space to the units above, amenities below, and interior access to the parking garage at the rear of the building.

Connections – The shared lobbies are connected to the pedestrian experience through two access points on Millward Street as well as from the parking garage at the north of the building. Each access point provides paths of circulation to common stairwells and elevators, which serve every unit on the second and third floors. The entries for the residential units and commercial spaces will prove to be activated by daily use and will increase the pedestrian activity throughout the building – not just from the private parking garage.

Scale & Variety – The massing of the building and the public spaces along Millward Street are maximized for commercial use and adequately sized to provide a comfortable pedestrian experience.

Screening – The design will use street trees along Millward Street to screen pedestrians from the street. Additionally, architectural and interior design features will support flexibility between privacy and daylighting.

B. Composition

Composition, Proportion, Rhythm, Surfaces & Massing – The design uses material changes and massing elements to create visual interest at the scale of the pedestrian, bicycle and automobile.

Sense of Entry & Place - Several aspects in the design of the building create a sense of entry and place. The entryways into each ground level commercial space and to the shared lobbies are highlighted by exterior landscape elements and recessed from the building facade provide a clear indication of entry, embrace the street, and support a general sense of procession into the building.

Adjacent Buildings – The composition of the building addresses the adjacent buildings with complimentary materials.

C. Massing

Mass & Height – The building mass and height are like that of the hotel across the street and those in the general vicinity. The design utilizes recessed entries, changes in building height, subtractive second and third story balconies and landscaping to break up the façades and give the building a human scale. The proposed building adheres to the height standards outlined by the TOJ LDRs – reinforcing a sense of appropriate scale within the existing neighborhood context and benefiting the pedestrian experience.

NORTHWORKS

Additive & Subtractive Massing – The building elevations have several areas where additive and subtractive massing methodologies are used. The ground level entries into the lobbies and commercial spaces along Millward St are recessed (subtracted) while the stairwells project further toward the street, creating depth (additive). Exterior terraces at the second and third levels are recessed along the sides of the building to create interest and a sense of layering along the visible elevations of the building. The central green roof bisects the entire building to subtract from the overall massing and provide natural light and balconies to non-street facing units.

Volume Complexity – The design of the building allows for the appropriate density on site and includes a variable building mass that clearly defines appropriate transitions from the public realm to the private. The differentiation of the building elevations on each of the public facades speaks to the differing programmatic requirements of the building and uses a variety of design elements, material and pattern relative to the specific frontage each elevation is addressing. While the Millward St façade engages the pedestrian in scale of access, the west façade is mainly comprised of structured parking for automobile access, and secondary vertical circulation to residential units above.

Roofs – The building will have flat roofs at varying elevations. All snow from roofs will be contained on and within the structure.

- D. **Street Wall** – The design of the building provides an attractive street wall along Millward St. Recesses in the street wall will provide access to the lobbies and commercial spaces and will provide interior access points to the apartments above. In this manner, the building balances the articulation of the façade to create a rhythm that holds the streetscape and defines the public realm while breaking up the mass of the building and creating visual interest for the streetscape experience.

Materials

Application of Materials – The application of each building material serves to define certain building elements as unique spaces or components of the program while creating an attractive façade that has an overall sense of unity.

Material Selection – The primary material palette for the building includes prefinished wood siding, stained wood soffits, dark metal accents, and cast in place board-formed concrete. The materials are in harmony with other building materials used on nearby buildings and throughout downtown Jackson.

07

HOUSING MITIGATION PLAN

NORTHWORKS

Millward Street Apartments

Affordable Workforce Housing – Division 6.3 Housing Mitigation Plan

In accordance with LDR Division 6.3 - Affordable Workforce Housing Standards, the following housing mitigation plan responds to standards for required employee generating development associated with the proposed development.

A. LDR Sec. 6.3.2 - Applicability:

The proposed redevelopment of existing lodging use on 265 N. Millward St. and detached residential use on 245 N. Millward St. will bring a new composition of commercial lodging and residential use. The current motel use contains 28 units, 5 employee apartments and a single detached residential unit located on the adjacent lot to the south of Angler Inn property included with this redevelopment project. The proposed use changes will provide 4,094 sf of commercial floor area (including mechanical areas), 11 short-term lodging units, and 37 apartment units. Proposed uses within the new building will cause employee generating development, however, it will not exceed employee generating development of historic uses. The proposed 37 apartment units are realized through the 2:1 Workforce Housing incentives included in Division 7.8 of the LDRs and are exempt from Division 6.3 standards.

B. LDR Sec. 6.3.3 – Calculation of Requirement:

According to Sec. 6.3.3.A.4. a change of use requires affordable workforce housing to be calculated based on the difference between existing and proposed uses.

Existing uses on the property prior to December 18, 1995, include:

- Lodging use – 28 units (265 N. Millward)
- Apartment -local occupancy – 2,572 sf (265 N. Millward) – NO CREDIT GIVEN
- Detached Residential Use – 861 sf. (245 N. Millward)

According to the Affordable Housing Calculator (see attached page 1 worksheet) based on all qualifying existing uses, the workforce housing credit is **2.879 units**.

Proposed non-exempt uses within the project include:

- Commercial Office use – 1,838 sf.
- Commercial Retail – 2,256 sf.
- Lodging – Short Term Rental– 11 Units (15 bedrooms – including 7 studio units)

When applying the housing requirements to the proposed non-exempt uses the housing required is **2.472 units**.

According to the Affordable Housing Calculator (see attached page 1 worksheet), after considering the credit for existing uses (2.879 units) the final workforce housing requirement for all proposed non-exempt uses is **0.0 units**.

NORTHWORKS

C. LDR Section 6.3.4 – Tabulation of Unit Types:

No units are required.

D. LDR Section 6.3.5 – Method of Provision:

No Affordable Workforce Housing mitigation associated with new employee generating development is proposed.

E. Livability Standards

Workforce restricted apartments as part of the 2:1 Workforce Housing Bonus will comply with applicable Livability Standards in the Jackson/Teton County Housing Department Rules and Regulations.

NORTHWORKS

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 tenant space) is replicated exactly multiple times, you may use the "Use Quantity" column to avoid adding multiple rows.

Step 2: Existing Development

Housing is only required for new development. Please describe the existing use of the site so that it can be credited from the housing requirement. The definition of existing use is Section 6.3.2.A.1 of the LDRs. Generally, the existing use to enter is the use with the highest housing requirement that either existed in 1995, or has been permitted since 1995. Please attach proof of existence.

Existing Use (Sec. 6.3.2.A)	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required
Conventional Lodging	0.102*bedrooms	28		1	2.860
Detached Single-Family Unit (Unre	0.000017*s f+(Exp(-15.49+1.59*Ln(s f)))/2.176	0	861	1	0.019
				1	
Existing Workforce Housing Credit					2.879

Step 3: Proposed Development

Please describe the proposed use of the site to determine if affordable workforce housing is required as part of the development. Describe the end result of the proposed development. (For example: in the case of an addition do not enter the square footage of the addition, enter the size of the unit upon completion of the addition.)

Proposed Use	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required
Retail	0.000216*s f		2256	1	0.487
Office	0.000247*s f		1838	1	0.453
Short-Term Rental Unit	0.102*bedrooms	15		1	1.532

Affordable Workforce Housing Required: 0.000 units

Fee-in-Lieu Amount: \$ -

If the amount of required affordable workforce housing is less than one unit, you may pay the above fee in-lieu of providing the required housing. If you elect to pay the fee, your Housing Mitigation Plan is complete. If the requirement is greater than one unit, or you would like to provide a unit to meet the requirement, please proceed to the [Unit Type Sheet](#).

NORTHWORKS

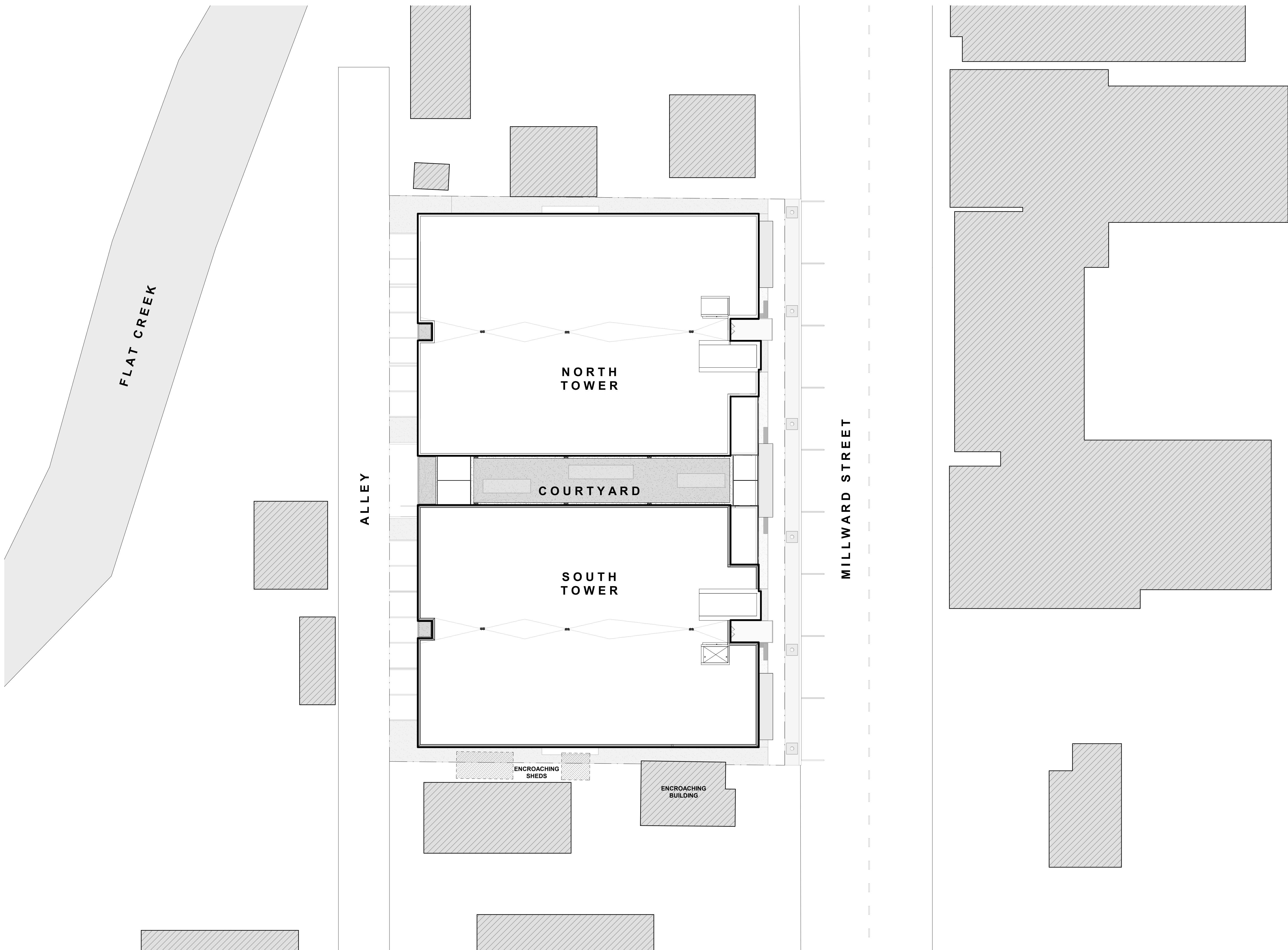
245 & 265 N. Millward St. Current Uses

Milward Units - Current			
Unit #	Bedroom	Use	Sf.
Stone house	2	Res- Detached	861
Central Apt. Upstairs	1	Apartment	--
Central Apt. Downstairs	1	Apartment	--
Back Apt. Downstairs	2	Apartment	--
Back Apt. Upstairs (2 BR)	2	Apartment	--
Back Apt. Upstairs (1 BR)	1	Apartment	--
230	1	Lodging	
231	1	Lodging	
232	1	Lodging	
233	1	Lodging	
234	1	Lodging	
235	1	Lodging	
240	1	Lodging	
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261	1	Lodging	
262	1	Lodging	
263	1	Lodging	
264	1	Lodging	
265	1	Lodging	
266	1	Lodging	
267	1	Lodging	
	37		861

08

DRAWINGS

ARCHITECTURE
LANDSCAPE
CIVIL



1 ARCHITECTURAL SITE PLAN
1/16" = 1'-0"



NORTHWORKS

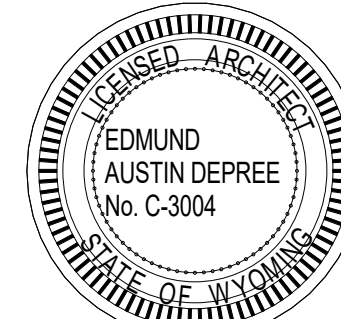
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185 E. Hansen Avenue Jackson Hole, Wyoming 83001
T 307-201-5324 www.nwks.com

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Any discrepancies shall be reported immediately to the Architect before proceeding. Only figured dimensions should be used. Contractors and fabricators to verify all dimensions on site prior to beginning Work.

ISSUED DATE	ISSUED FOR
1 06/17/2022	Issue for Schematic Pricing
2 11/14/2022	Issue for DD Pricing

PROFESSIONAL SEAL



Edmund Austin Depree

Project
Millward Street Apartments

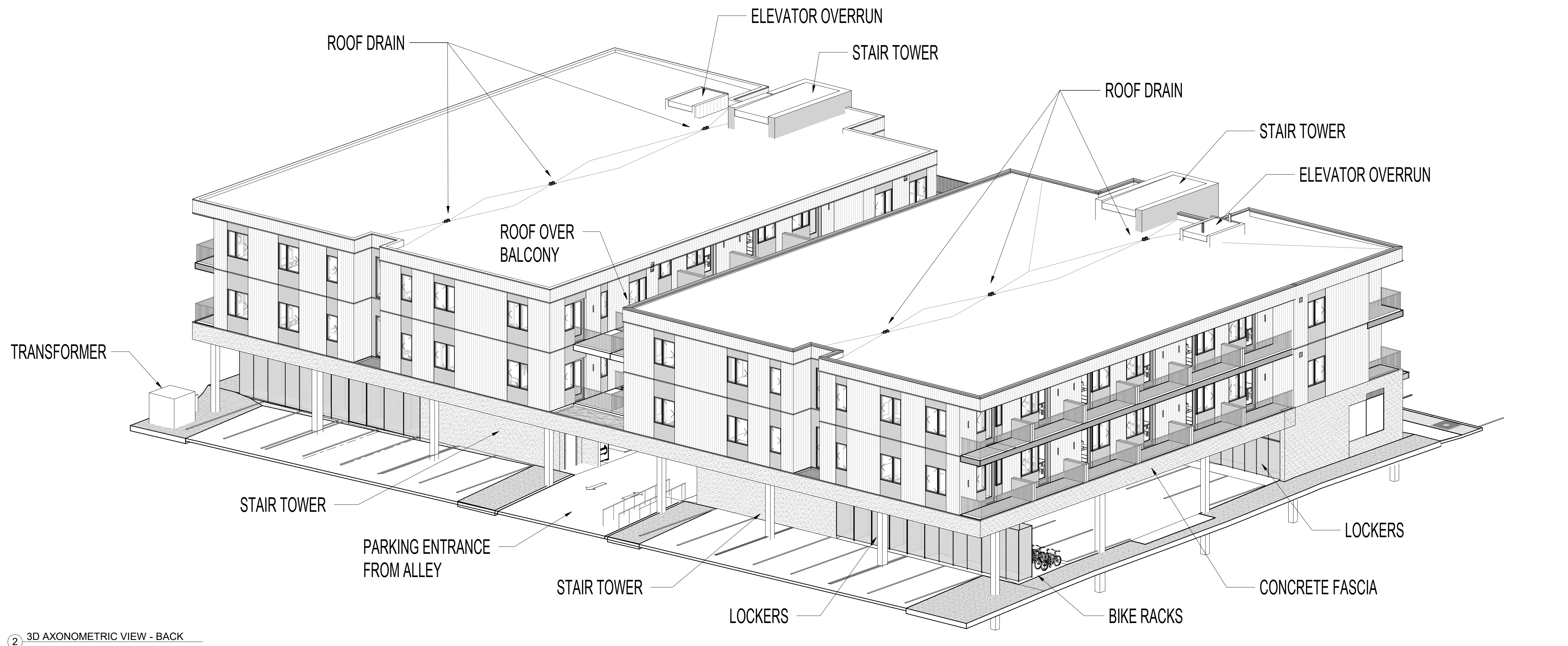
245 & 265 N. Millward St., Jackson, WY 83001

2210	Project No.
KD/CK/JB	Drawn By
Checker	Checked By
Discipline	Drawing No.

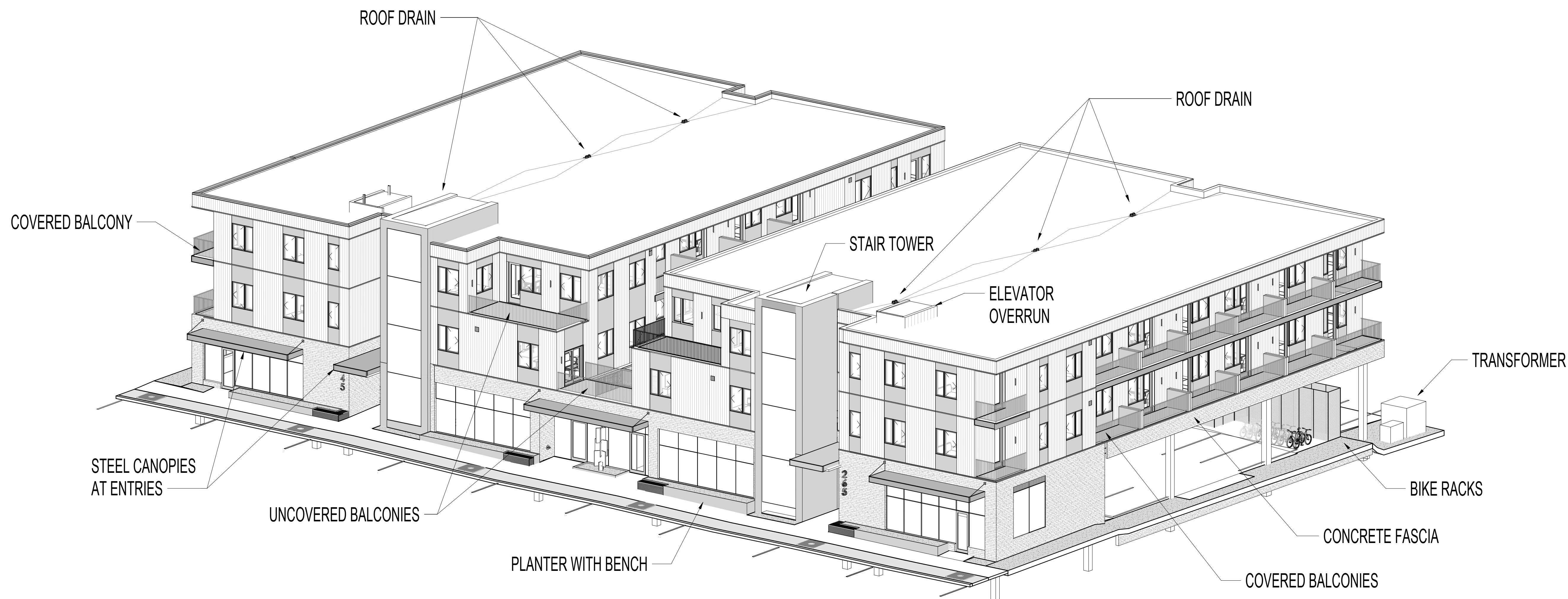
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Drawing Name
ARCHITECTURAL SITE PLAN

Project Status



2 3D AXONOMETRIC VIEW - BACK



1 3D AXONOMETRIC VIEW - FRONT

ISSUED DATE	ISSUED FOR
1 06/17/2022	Issue for Schematic Pricing
2 11/14/2022	Issue for DD Pricing

PROFESSIONAL SEAL



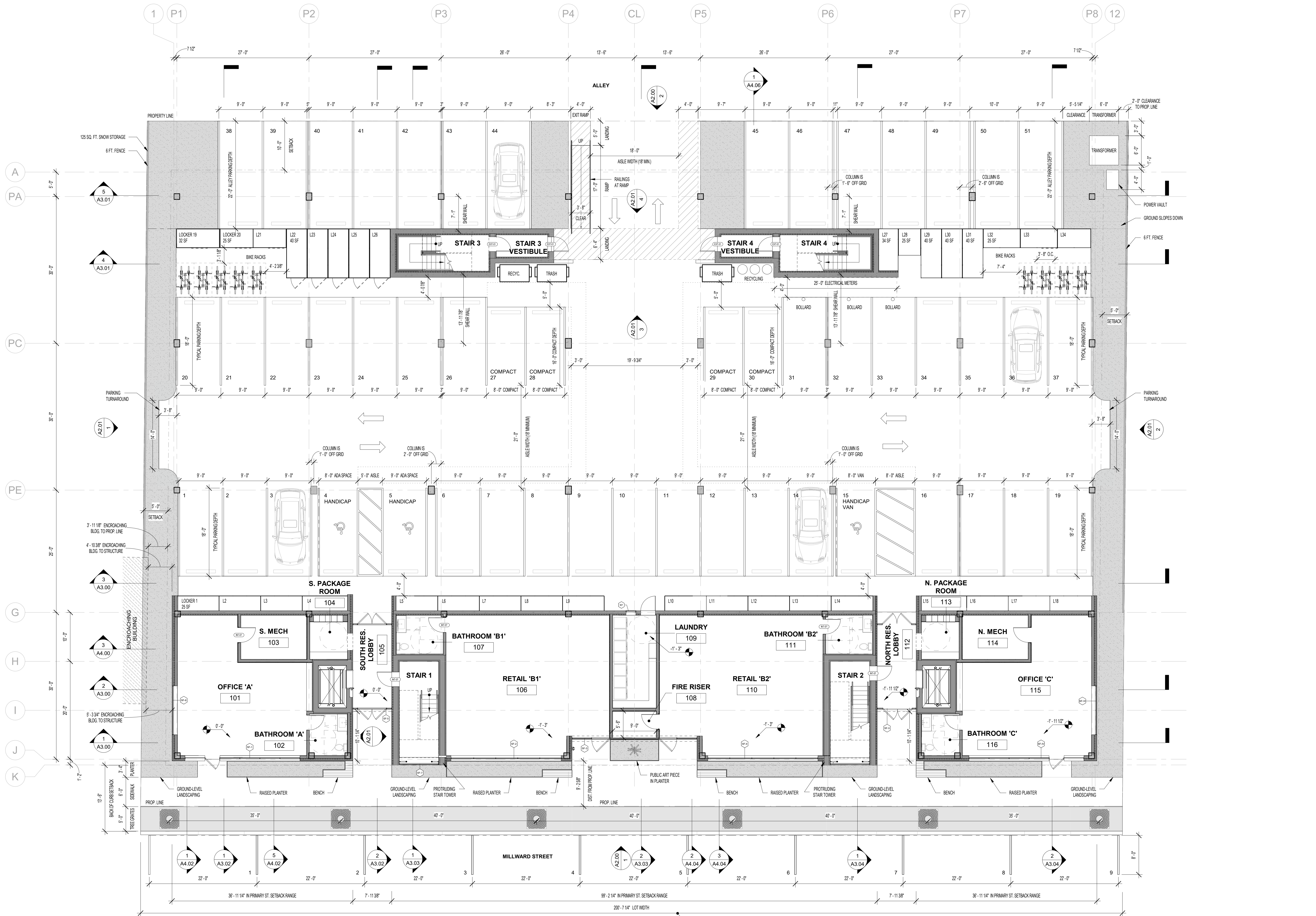
Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No.
KD	Drawn By
Checker	Checked By
Discipline	Drawing No.

A0.10

Drawing Name
3D AXONOMETRIC VIEWS



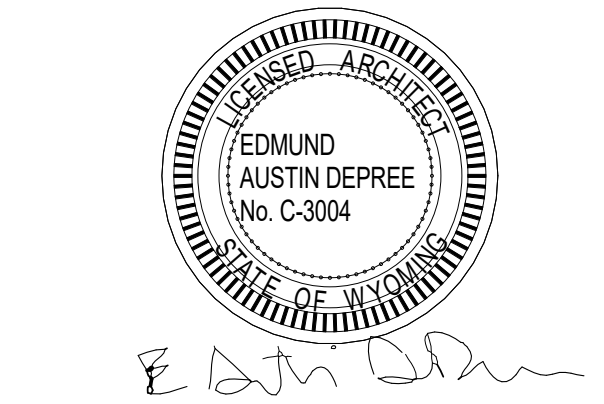
1 FIRST FLOOR PLAN
1/8" = 1'-0"

BULK STANDARDS: FACADE WITHIN PRIMARY STREET SETBACK RANGE (0'-10')
MUST BE MIN. 75% OF LOT WIDTH
- TOTAL LOT WIDTH = 309'-7"
- FACADE WITHIN SETBACK RANGE = 37'-0" + 99'-2" + 37'-0" = 173'-2"
- PERCENTAGE = 88%



ISSUED DATE	ISSUED FOR
1 06/17/2022	Issue for Schematic Pricing
2 11/14/2022	Issue for DD Pricing

PROFESSIONAL SEAL



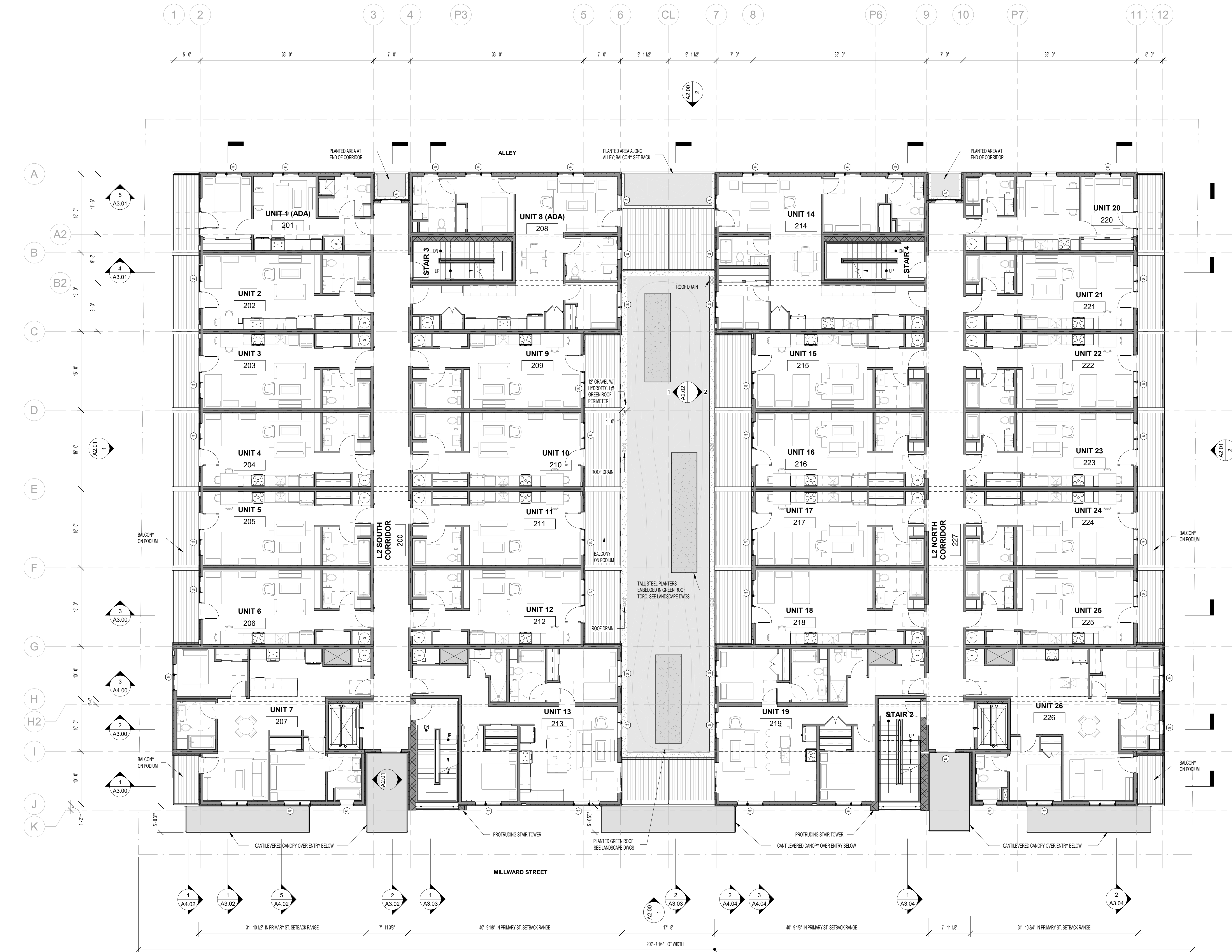
Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No.
CK/KD/LA	Drawn By
Checker	Checked By
Discipline	Drawing No.

A1.01

Drawing Name
FIRST FLOOR PLAN



UNIT TYPE LEGEND					
UNIT TYPE	BEDS	UNIT #	FLOOR	NOTES	BALC. DEPTH
A1	1 BR	1	L2	ADA TYPE A UNIT	5'-0"
A2	1 BR	20	L2	MIRRORED UNIT 21	5'-0"
		27	L3		
		42	L3	MIRRORED UNIT 27	
B1	0 BR	2, 4, 6	L2	ROTATED	5'-0"
		22, 24	L2		
		28, 30, 32	L3		
		44, 46	L3	ROTATED	
B2	0 BR	3, 5	L2	MIRRORED	5'-0"
		21, 23, 25	L2	MIRRORED, ROTATED	
		29, 31	L3	MIRRORED	
		43, 45, 47	L3	MIRRORED, ROTATED	
B3	0 BR	9, 11	L2		7'-0"
		15, 16	L2		
		36	L3	ROTATED	
		38	L3	ROTATED	
B4	0 BR	10, 12	L2	MIRRORED	7'-0"
		15, 17	L2	MIRRORED, ROTATED	
		25	L3	MIRRORED	
		40	L3	MIRRORED, ROTATED	
C	2 BR	7	L2		5'-0"
		26	L2	MIRRORED	
		33	L3		
		48	L3	MIRRORED	
D1	2 BR	8	L2	ADA TYPE A UNIT	8'-8"
D2	2 BR	14	L2		
D3	3 BR	34	L3		8'-8"
E	2 BR	13	L2		8'-8"
F	2 BR	37	L3		
		41	L3	MIRRORED	21'-0"

1 SECOND FLOOR PLAN
1/8" = 1'-0"

BULK STANDARDS: FACADE WITHIN PRIMARY STREET SETBACK RANGE (0'-10')
MUST BE MIN. 70% OF LOT WIDTH:
- TOTAL LOT WIDTH = 200'-7"
- FACADE WIDTH IN SETBACK RANGE = 213'3" - 10.5' = 202'-9" = 145'-3"
- PERCENTAGE = 72%



NORTHWORKS

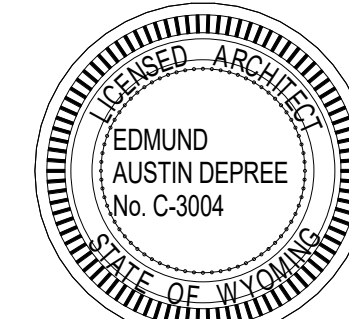
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ISSUED DATE	ISSUED FOR
1 06/17/2022	Issue for Schematic Pricing
2 11/14/2022	Issue for DD Pricing

PROFESSIONAL SEAL



Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No.
CK/KD/LA	Drawn By
Checker	Checked By
Discipline	Drawing No.

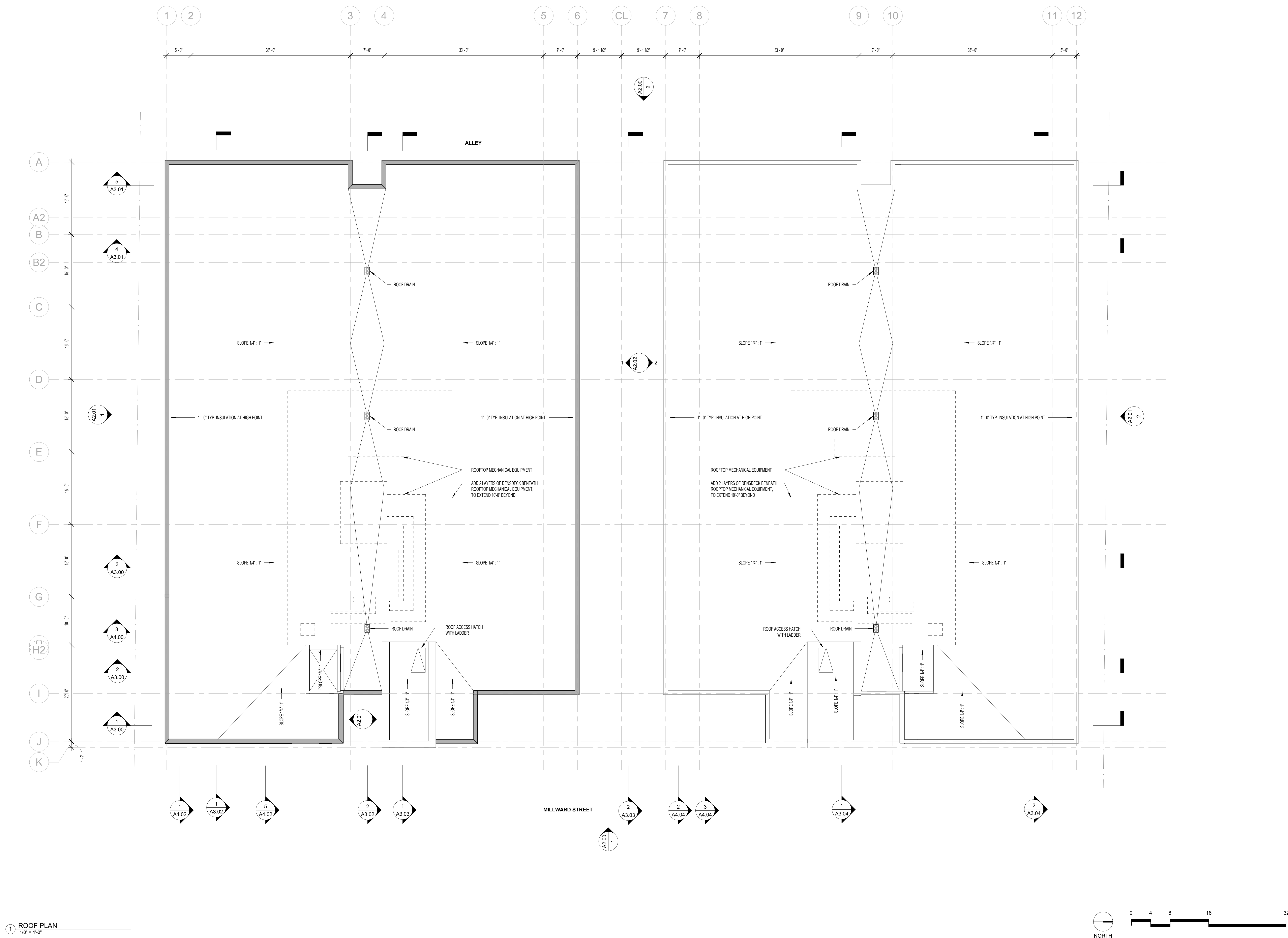
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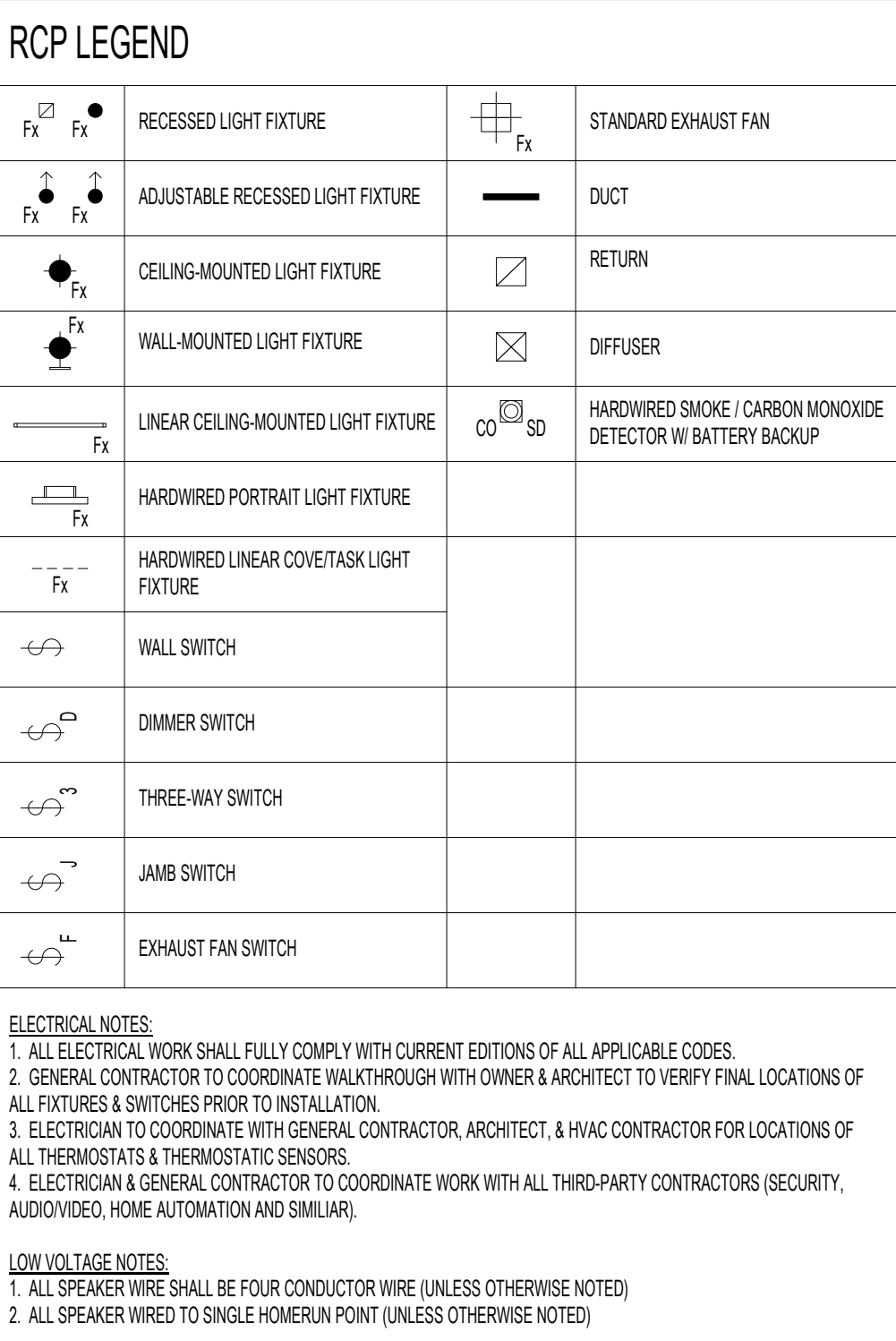
Drawing Name
SECOND FLOOR PLAN



THIRD FLOOR STEPBACK REQUIREMENTS: 40% OF OVERALL FACADE WIDTH MUST STEP BACK 10'-0".

- TOTAL FACADE LENGTH = 168' - 10"
- 40% OF FACADE REQUIRED TO STEP BACK = 75' - 7"
- TOTAL LENGTH OF FACADE STEPPED BACK
 $= 2'(8'-0") + 2'(21'-0") + 1'(17'-7.5")$
 $= 75' - 7.5"$ COMPLIES.





1 SECOND FLOOR REFLECTED CEILING PLAN
1/8" = 1'-0"



RCP LEGEND

	RECESSED LIGHT FIXTURE		STANDARD EXHAUST FAN
	ADJUSTABLE RECESSED LIGHT FIXTURE		DUCT
	CEILING-MOUNTED LIGHT FIXTURE		RETURN
	WALL-MOUNTED LIGHT FIXTURE		DIFFUSER
	LINEAR CEILING-MOUNTED LIGHT FIXTURE		HARDWIRED SMOKE / CARBON MONOXIDE DETECTOR W/ BATTERY BACKUP
	HARDWIRED PORTRAIT LIGHT FIXTURE		
	HARDWIRED LINEAR COVE/TASK LIGHT FIXTURE		
	WALL SWITCH		
	DIMMER SWITCH		
	THREE-WAY SWITCH		
	JAMB SWITCH		
	EXHAUST FAN SWITCH		

- ELECTRICAL NOTES
- ALL ELECTRICAL WORK SHALL FULLY COMPLY WITH CURRENT EDITIONS OF ALL APPLICABLE CODES.
 - GENERAL CONTRACTOR TO COORDINATE WALKTHROUGH WITH OWNER & ARCHITECT TO VERIFY FINAL LOCATIONS OF ALL FIXTURES & SWITCHES PRIOR TO INSTALLATION.
 - ELECTRICIAN TO COORDINATE WITH GENERAL CONTRACTOR, ARCHITECT, & HVAC CONTRACTOR FOR LOCATIONS OF ALL THERMOSTATS & THERMOSTATIC SENSORS.
 - ELECTRICIAN & GENERAL CONTRACTOR TO COORDINATE WORK WITH ALL THIRD-PARTY CONTRACTORS (SECURITY, AUDIO/VIDEO, HOME AUTOMATION AND SIMILAR).
- LOW VOLTAGE NOTES
- ALL SPEAKER WIRE SHALL BE FOUR CONDUCTOR WIRE (UNLESS OTHERWISE NOTED)
 - ALL SPEAKER WIRED TO SINGLE HOMERUN POINT (UNLESS OTHERWISE NOTED)

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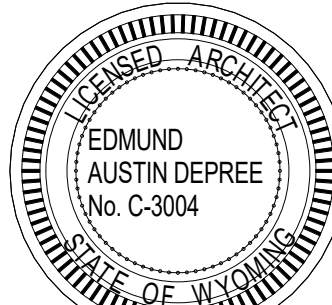
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MATERIAL LEGEND

- CONC-1 CAST-IN-PLACE BOARD-FORMED CONCRETE, 6" BOARDS.
CONC-2 CAST-IN-PLACE CONCRETE, ARCHITECTURAL FINISH
CONC-3 SEALED, POLISHED CONCRETE
- CPT-1 HIGH-TRAFFIC CARPET FLOOR
CPT-2 CARPET FLOOR
- CT-1 CERAMIC FLOOR TILE AT BATHROOMS
CT-2 CERAMIC WALL TILE AT BATHROOMS
CT-3 CERAMIC WALL TILE, KITCHEN BACKSPLASH
- GL-1 1" STOREFRONT IGU W/ LOW-E COATING ON #2, CLEAR VISION
GL-2 1" STOREFRONT IGU W/ RIBBED GLASS AT INTERIOR
GL-3 1" IGU W/ LOW-E COATING ON #2, CLEAR VISION
- GWB-1 GYPSUM WALLBOARD
GWB-2 MOISTURE-RESISTANT GYPSUM WALLBOARD
- LV-1 COATED ALUMINUM DRAINABLE HORIZONTAL BLADE LOUVER
- MTL-1 ALUMINUM COMPOSITE PANEL SYSTEM, REYNOLDS OR SIM., MATTE BLACK
MTL-2 COATED METAL AT FASCIA STRIPS & COPING, BLACK
MTL-3 STEEL GUARDRAILS & HANDRAILS, PAINTED BLACK
MTL-4 COATED GALVANNEED STRUCTURAL STEEL CHANNELS AT CANOPIES, BLACK
MTL-5 COATED ALUMINUM EXTERIOR MULLIONS & TRIM AT TYP. WINDOWS & DOORS
MTL-6 WELDED WIRE CAGE STORAGE LOCKERS
MTL-7 12-GAUGE HOT ROLLED STEEL VERTICAL SHEET PANELS
- WD-1 EXTERIOR 1X6 (NOM.) STAINED CEDAR SIDING, VERTICAL ORIENTATION
WD-2 EXTERIOR WOOD DECKING
WD-3 EXTERIOR 2X6 WOOD SOFFIT
WD-4 TAG INTERIOR HARDWOOD FLOOR
WD-5 WOOD SLAT CEILING (BASIS OF DESIGN: USG TRUE WOOD GRILLES)
WD-6 WOOD INTERIOR WALL PANEL
- WT-1 WINDOW SHADE
- ST-1 STONE EXTERIOR

ISSUED DATE	ISSUED FOR
2 11/14/2022	Issue for DD Pricing

PROFESSIONAL SEAL



Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY 83001

2210	Project No.
Author	Drawn By
Checker	Checked By
Discipline	Drawing No.

A1.62

Drawing Name
SECOND FLOOR REFLECTED CEILING PLAN

RCP LEGEND

	RECESSED LIGHT FIXTURE		STANDARD EXHAUST FAN
	ADJUSTABLE RECESSED LIGHT FIXTURE		DUCT
	CEILING MOUNTED LIGHT FIXTURE		RETURN
	WALL MOUNTED LIGHT FIXTURE		DIFFUSER
	LINEAR CEILING MOUNTED LIGHT FIXTURE		HARDWIRED SMOKE / CARBON MONOXIDE DETECTOR W/ BATTERY BACKUP
	HARDWIRED PORTRAIT LIGHT FIXTURE		
	HARDWIRED LINEAR COVE/TASK LIGHT FIXTURE		
	WALL SWITCH		
	DIMMER SWITCH		
	THREE-WAY SWITCH		
	JAMB SWITCH		
	EXHAUST FAN SWITCH		

ELECTRICAL NOTES:
1. ALL ELECTRICAL WORK SHALL FULLY COMPLY WITH CURRENT EDITIONS OF ALL APPLICABLE CODES.
2. GENERAL CONTRACTOR TO COORDINATE WALKTHROUGH WITH OWNER & ARCHITECT TO VERIFY FINAL LOCATIONS OF ALL FIXTURES & SWITCHES PRIOR TO INSTALLATION.
3. ELECTRICIAN TO COORDINATE WITH GENERAL CONTRACTOR, ARCHITECT, & HVAC CONTRACTOR FOR LOCATIONS OF ALL THERMOSTATS & THERMOSTATIC SENSORS.
4. ELECTRICIAN & GENERAL CONTRACTOR TO COORDINATE WORK WITH ALL THIRD-PARTY CONTRACTORS (SECURITY, AUDIO/VIDEO, HOME AUTOMATION AND SIMILAR).
LOW VOLTAGE NOTES:
1. ALL SPEAKER WIRE SHALL BE FOUR CONDUCTOR WIRE (UNLESS OTHERWISE NOTED)
2. ALL SPEAKER WIRED TO SINGLE HOMERUN POINT (UNLESS OTHERWISE NOTED)

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MATERIAL LEGEND

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GL-2 1" STOREFRONT IGU W/ RIBBED GLASS AT INTERIOR
GL-3 1" IGU W/ LOW-E COATING ON #2, CLEAR VISION

GNB-1 GYPSUM WALLBOARD
GNB-2 MOISTURE-RESISTANT GYPSUM WALLBOARD

LV-1 COATED ALUMINUM DRAINABLE HORIZONTAL BLADE LOUVER

MTL-1 ALUMINUM COMPOSITE PANEL SYSTEM, REYNOLDS 90 OR SIM.,
MATTE BLACK
MTL-2 COATED METAL AT FASCIA STRIPS & COPING, BLACK
MTL-3 STEEL GUARDRAILS & HANDRAILS, PAINTED BLACK
MTL-4 COATED GALVANNEED STRUCTURAL STEEL CHANNELS AT
CANOPIES, BLACK
MTL-5 COATED ALUMINUM EXTERIOR MULLIONS & TRIM AT TYP.
WINDOWS & DOORS
MTL-6 WELDED WIRE CAGE STORAGE LOCKERS
MTL-7 12-GAUGE HOT ROLLED STEEL VERTICAL SHEET PANELS

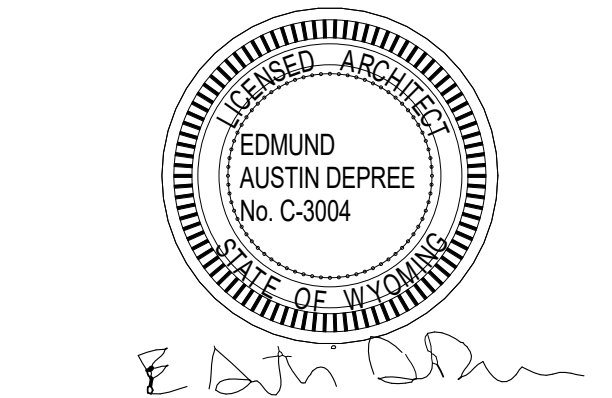
WD-1 EXTERIOR 1X6 (NOM.) STAINED CEDAR SIDING, VERTICAL
ORIENTATION
WD-2 EXTERIOR WOOD DECKING
WD-3 EXTERIOR TAG WOOD SOFFIT
WD-4 TAG INTERIOR HARDWOOD FLOOR
WD-5 WOOD SLAT CEILING (BASIS OF DESIGN: USG TRUE WOOD
GRILLES)
WD-6 WOOD INTERIOR WALL PANEL

WT-1 WINDOW SHADE

ST-1 STONE EXTERIOR

ISSUED DATE ISSUED FOR
2 11/14/2022 Issue for DD Pricing

PROFESSIONAL SEAL



Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No.
Author	Drawn By
Checker	Checked By
Discipline	Drawing No.

A1.63

Drawing Name
THIRD FLOOR REFLECTED CEILING PLAN

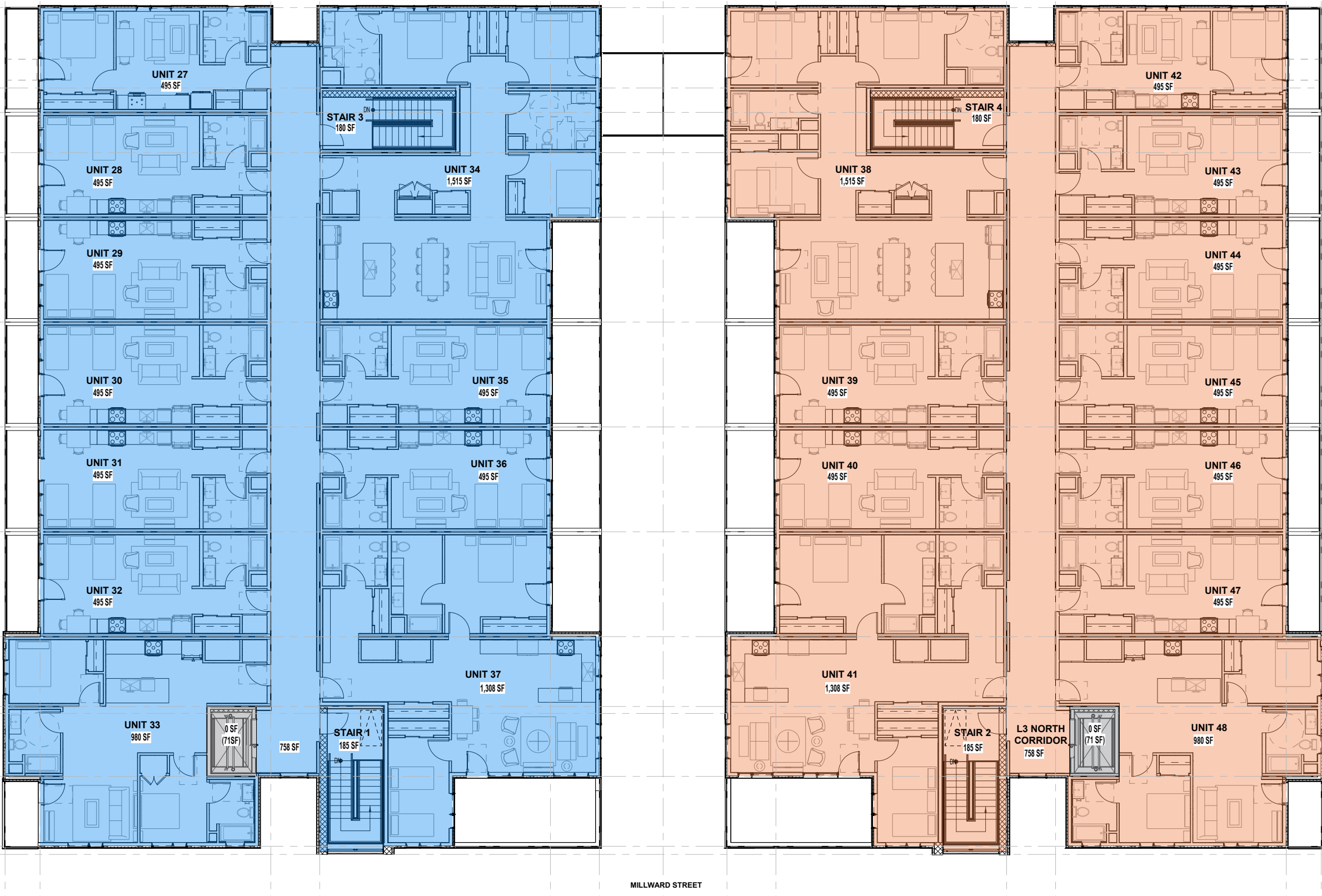
UNIT MIX OVERVIEW

BUILDING AREA LEGEND

- BY-RIGHT COMMERCIAL
- BY-RIGHT SHORT TERM
- BONUS RESTRICTED
- BONUS MARKET

Millward Street Apartments Floor Area Summary Table			
Floor Area by Type	Sq. Ft.	Bedrooms	Units
First Floor	5,852		
2:1 Bonus Market Circulation	1,064	--	--
By-Right Commercial	4,094	--	--
By-Right Circulation	146	--	--
By-Right Short Term Circulation	412	--	--
Second Floor	17,452		26
2:1 Bonus Market			
Studio	1,980	--	4
1 Bedroom	495	1	1
2 Bedroom	4,038	8	4
2:1 Bonus Market Circulation	758	--	--
2:1 Bonus Restricted			
Studio	6,930	--	14
1 Bedroom	495	1	1
2 Bedroom	1,998	4	2
2:1 Bonus Restricted Circulation	758	--	--
By-Right Short Term Circulation	0	--	--
Third Floor	17,772		22
2:1 Bonus Market			
Studio	3,465	--	7
1 Bedroom	495	1	1
2 Bedroom	2,288	4	2
3 Bedroom	1,515	3	1
2:1 Bonus Market Circulation	1,123	--	--
By-Right Short Term			
Studio	3,465	--	7
1 Bedroom	495	1	1
2 Bedroom	2,288	4	2
3 Bedroom	1,515	3	1
By-Right Short Term Circulation	1,123	--	--

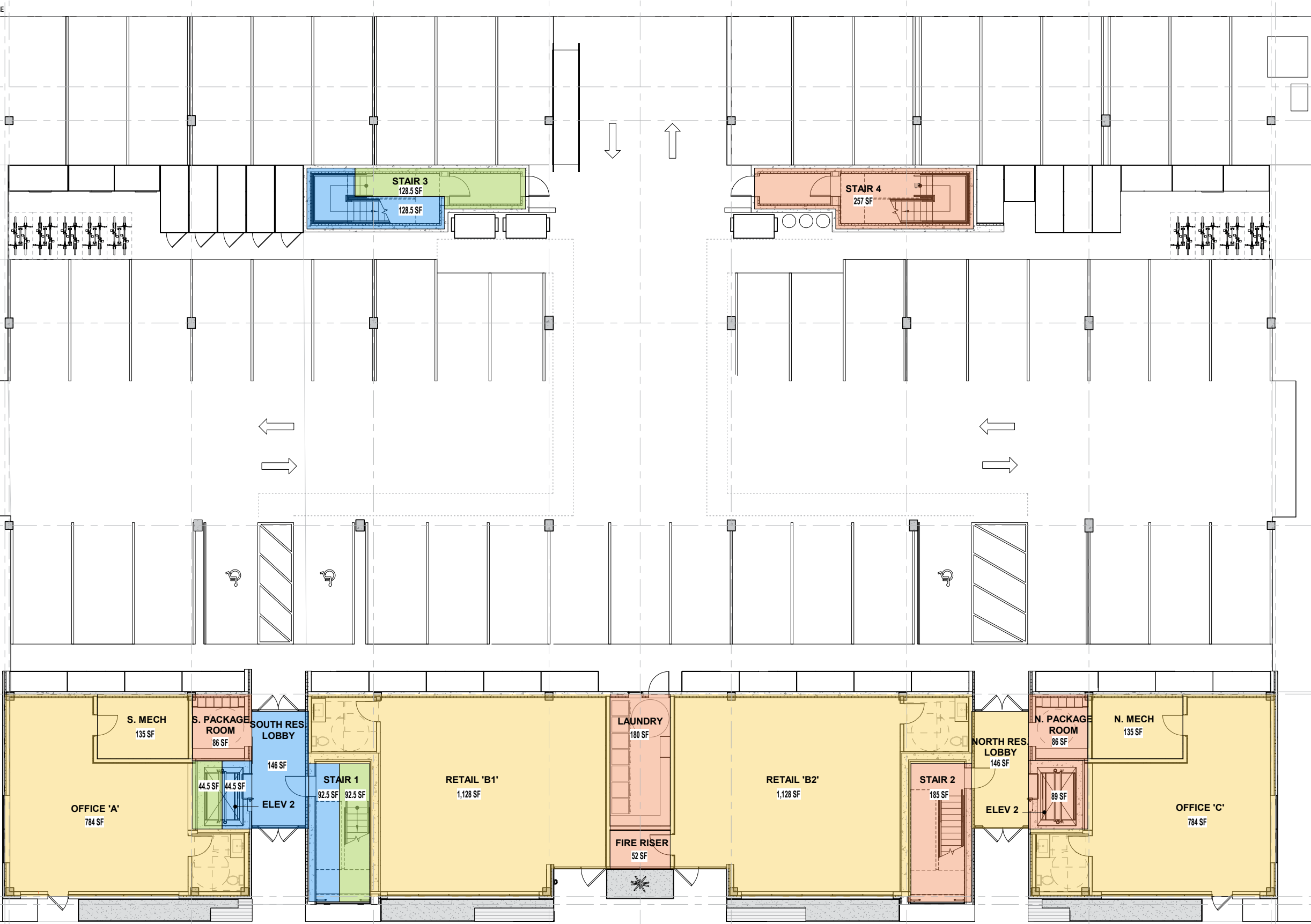
LEVEL 3



LEVEL 2



LEVEL 1



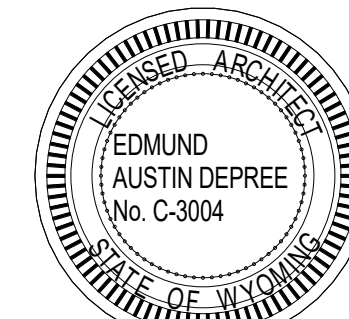
UNIT TYPE LEGEND					
UNIT TYPE	BEDS	UNIT #	FLOOR	NOTES	BALC. DEPTH
A.1	1 BR	1	L2	TYPE A ADA UNIT	5'-0"
A.2	1 BR	20	L2	MIRRORED UNIT 27	5'-0"
		27	L3		
		42	L3	MIRRORED UNIT 27	
B.1	0 BR	2, 4, 6	L2	ROTATED	5'-0"
		22, 24	L2		
		28, 30, 32	L3		
		44, 46	L3		
B.2	0 BR	3, 5	L2	MIRRORED	5'-0"
		21, 23, 25	L2		
		29, 31	L3		
		43, 45, 47	L3		
			L3		
B.3	0 BR	9, 11	L2	ROTATED	7'-0"
		15, 16	L2		
		26	L3		
		38	L3		
B.4	0 BR	10, 12	L2	MIRRORED	7'-0"
		15, 17	L2		
		25	L3		
		40	L3		
C	2 BR	7	L2	MIRRORED	5'-0"
		26	L2		
		8	L3		
		33	L3		
D.1	2 BR	48	L3	MIRRORED	8'-8"
		14	L3		
D.2	3 BR	34	L3	MIRRORED	8'-8"
		38	L3		
E	2 BR	13	L2	MIRRORED	8'-8"
		37	L3		
F	2 BR	19	L2	MIRRORED	21'-0"
		41	L3		

BUILDING AREA LEGEND	
	BY-RIGHT COMMERCIAL
	BY-RIGHT SHORT TERM
	BONUS RESTRICTED
	BONUS MARKET

F.A.R. CALCULATIONS	
FIRST FLOOR:	5,852 SF
SECOND FLOOR:	17,452 SF
THIRD FLOOR:	17,772 SF
TOTAL:	41,076 SF

ISSUED DATE	ISSUED FOR
2 11/14/2022	Issue for DD Pricing

PROFESSIONAL SEAL



Edmund Austin Depree

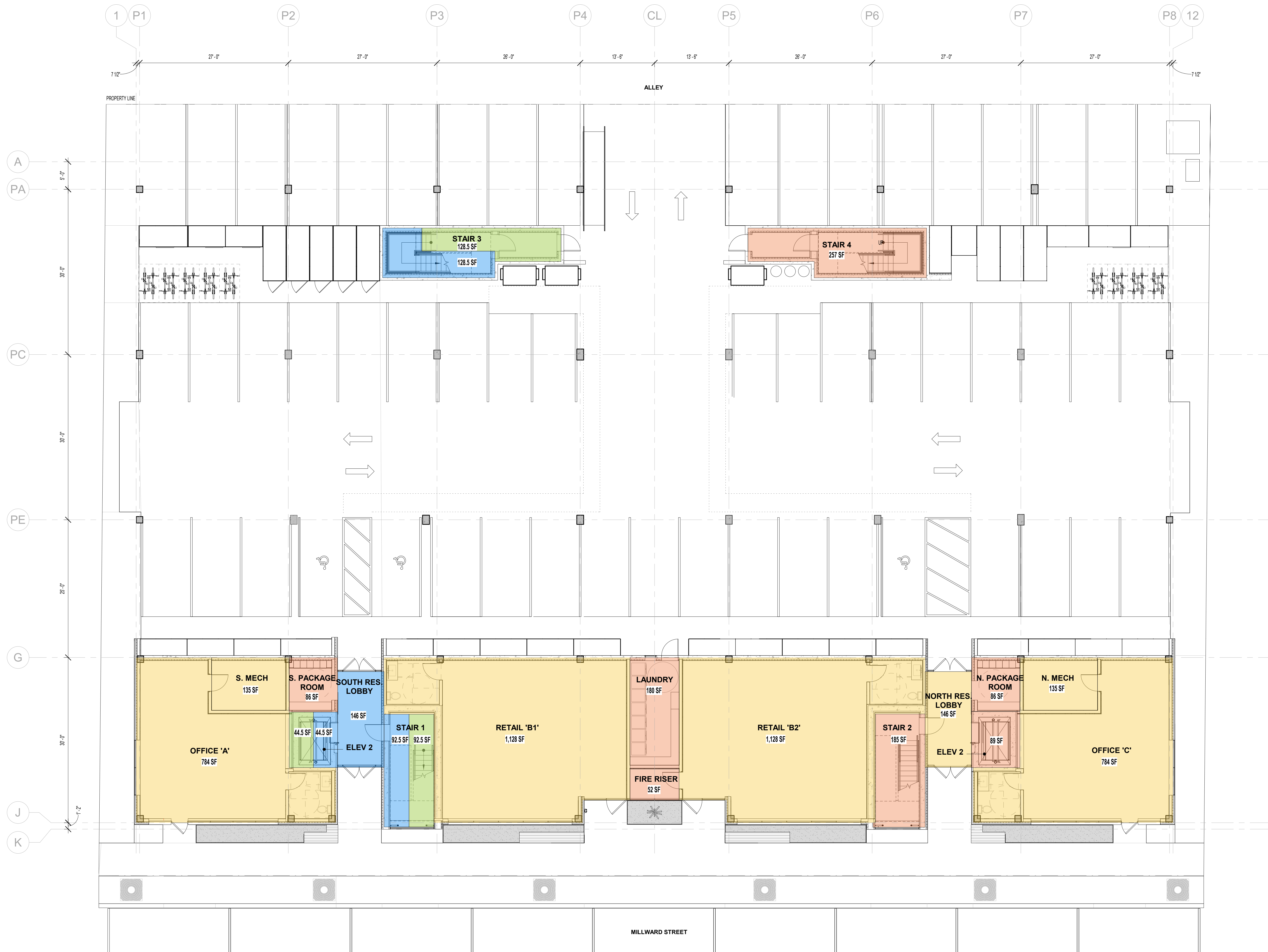
Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No.
Author	Drawn By
Checker	Checked By
Discipline	Drawing No.

G2.01

Drawing Name
FIRST FLOOR AREA PLAN



1 FIRST FLOOR AREA PLAN
1/8" = 1'-0"

UNIT TYPE LEGEND					
UNIT TYPE	BEDS	UNIT #	FLOOR	NOTES	BALC. DEPTH
A.1	1 BR	1	L2	TYPE A ADA UNIT	5'-0"
A.2	1 BR	20	L2	MIRRORED UNIT 27	5'-0"
		27	L3		
		42	L3	MIRRORED UNIT 27	
B.1	0 BR	2, 4, 6	L2	ROTATED	5'-0"
		22, 24	L2		
		28, 30, 32	L3		
		44, 46	L3		
B.2	0 BR	3, 5	L2	MIRRORED	5'-0"
		21, 23, 25	L2		
		29, 31	L3		
		43, 45, 47	L3		
		5, 11	L2		
B.3	0 BR	16, 18	L2	ROTATED	7'-0"
		26	L3		
		38	L3		
		10, 12	L2		
		15, 17	L2		
B.4	0 BR	25	L3	MIRRORED, ROTATED	7'-0"
		40	L3		
		7	L2		
		26	L2		
C	2 BR	8	L2	MIRRORED	5'-0"
		33	L3		
		48	L3		
D.1	2 BR	14	L2	MIRRORED	8'-8"
		38	L3		
D.2	3 BR	34	L3	MIRRORED	8'-8"
		38	L3		
E	2 BR	13	L2	MIRRORED	8'-8"
		37	L3		
F	2 BR	19	L2	MIRRORED	21'-0"
		41	L3		

BUILDING AREA LEGEND

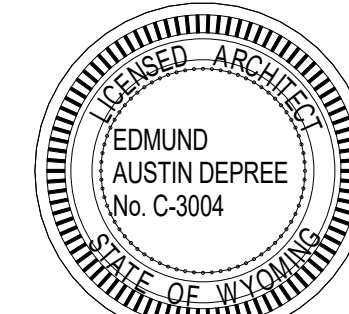
- BY-RIGHT COMMERCIAL
- BY-RIGHT SHORT TERM
- BONUS RESTRICTED
- BONUS MARKET

F.A.R. CALCULATIONS

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TOTAL:	41,076 SF

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Author	Drawn By
Checker	Checked By
Discipline	Drawing No.

G2.02

Drawing Name
SECOND FLOOR AREA PLAN



1 SECOND FLOOR AREA PLAN
1/8" = 1'-0"

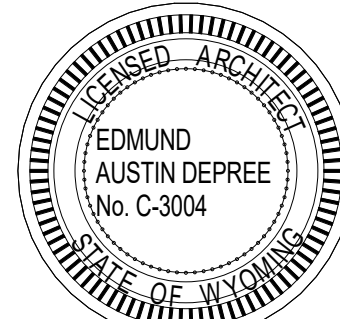
UNIT TYPE LEGEND						
UNIT TYPE	BEDS	UNIT #	FLOOR	NOTES	BALC. DEPTH	
A.1	1 BR	1	L2	TYPE A ADA UNIT	5'-0"	
A.2	1 BR	20	L2	MIRRORED UNIT 27	5'-0"	
		27	L3			
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B.2	0 BR	3, 5	L2	ROTATED	5'-0"	
		21, 23, 25	L2	MIRRORED, ROTATED		
		29, 31	L3	MIRRORED		
		43, 45, 47	L3	MIRRORED, ROTATED		
		5, 11	L2			
B.3	0 BR	15, 16	L2	ROTATED	7'-0"	
		26	L3			
		38	L3			
		39	L3			
B.4	0 BR	10, 12	L2	MIRRORED	7'-0"	
		15, 17	L2	MIRRORED, ROTATED		
		25	L3	MIRRORED		
		40	L3	MIRRORED, ROTATED		
		7	L2			
C	2 BR	26	L2	MIRRORED	5'-0"	
		33	L3			
		48	L3			
		8	L2			
D.1	2 BR	14	L2	MIRRORED	8'-8"	
D.2	3 BR	34	L3	MIRRORED	8'-8"	
		38	L3			
E	2 BR	13	L2	MIRRORED	8'-8"	
		37	L3			
F	2 BR	41	L3	MIRRORED	21'-0"	
		41	L3			

BUILDING AREA LEGEND	
■	BY-RIGHT COMMERCIAL
■	BY-RIGHT SHORT TERM
■	BONUS RESTRICTED
■	BONUS MARKET

F.A.R. CALCULATIONS	
FIRST FLOOR:	5,852 SF
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PROFESSIONAL SEAL



Project
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245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No.
Author	Drawn By
Checker	Checked By
Discipline	Drawing No.

G2.03

Drawing Name
THIRD FLOOR AREA PLAN



1 THIRD FLOOR AREA PLAN
1/8" = 1'-0"

MATERIAL LEGEND

CONC-1 CAST-IN-PLACE BOARD-FORMED CONCRETE, 6" BOARDS, HORIZONTAL ORIENTATION
CONC-2 CAST-IN-PLACE CONCRETE, ARCHITECTURAL FINISH
CONC-3 SEALED, POLISHED CONCRETE

CPT-1 HIGH-TRAFFIC CARPET FLOOR
CPT-2 CARPET FLOOR

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GL-1 1" STOREFRONT IGU W/ LOW-E COATING ON #2, CLEAR VISION
GL-2 1" STOREFRONT IGU W/ RIBBED GLASS AT INTERIOR
GL-3 1" IGU W/ LOW-E COATING ON #2, CLEAR VISION

GWB-1 GYPSUM WALLBOARD
GWB-2 MOISTURE-RESISTANT GYPSUM WALLBOARD

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MTL-1 ALUMINUM COMPOSITE PANEL SYSTEM, REYNOLDS OR SIM., MATTE BLACK

MTL-2 COATED METAL AT FASCIA STRIPS & COPING, BLACK

MTL-3 STEEL GUARDRAILS & HANDRAILS, PAINTED BLACK

MTL-4 COATED GALVANNEED STRUCTURAL STEEL CHANNELS AT CANOPIES, BLACK

MTL-5 COATED ALUMINUM EXTERIOR MULLIONS & TRIM AT TYP. WINDOWS & DOORS

MTL-6 WELDED WIRE CAGE STORAGE LOCKERS

MTL-7 12-GAUGE HOT ROLLED STEEL VERTICAL SHEET PANELS

WD-1 EXTERIOR 1X6 (NOM.) STAINED CEDAR SIDING, VERTICAL ORIENTATION

WD-2 EXTERIOR WOOD DECKING

WD-3 EXTERIOR TAG WOOD SOFFIT

WD-4 TAG INTERIOR HARDWOOD FLOOR

WD-5 WOOD SLAT CEILING (BASIS OF DESIGN: USG TRUE WOOD GRILLES)

WD-6 WOOD INTERIOR WALL PANEL

WT-1 WINDOW SHADE

ST-1 STONE EXTERIOR

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PROJECT STATUS

PROFESSIONAL SEAL

EDMUND AUSTIN DEPREE No. C-3004

Project Millward Street Apartments

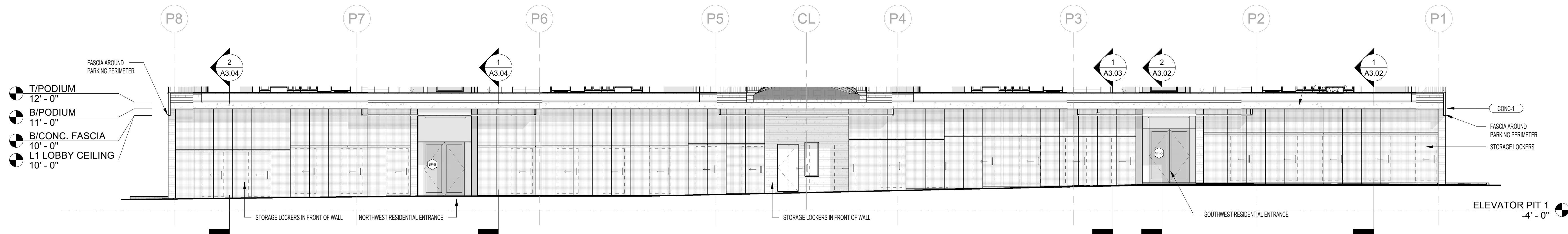
245 & 265 N. Millward St., Jackson, WY 83001

2210 Project No.
KD/CK Drawn By
Checker Checked By
Discipline Drawing No.

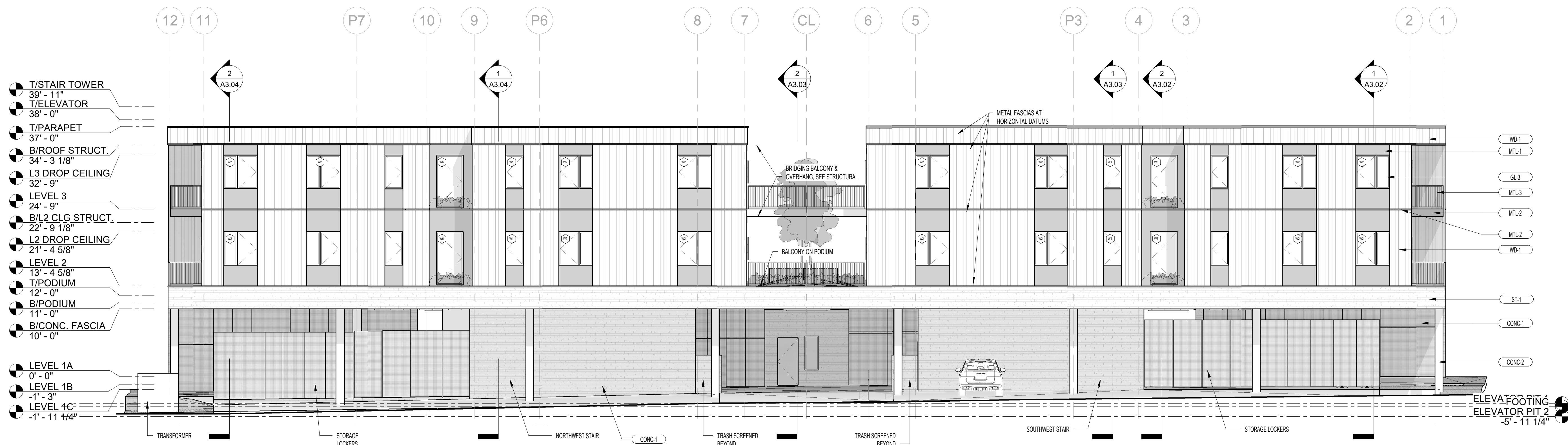
A2.00

Drawing Name

EXTERIOR ELEVATIONS



3 WEST ELEVATION - BACK OF FIRST FLOOR
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"



1 EAST ELEVATION
1/8" = 1'-0"

GROUND STORY HEIGHT
AVERAGE CEILING HEIGHT IS ABOVE 12'-0".
THE GROUND STEPS DOWN TO LEVEL 1A, 1B, & 1C. ONLY LEVEL 1A HAS A CEILING HEIGHT LOWER THAN 12', AT 11'-0".

With drop ceilings in lobbies

GROUND LEVEL	CEILING HEIGHT (ft.)	FLOOR AREA (sq. ft.)	% OF TOTAL AREA
LEVEL 1A	12.00	1,002	21.65%
LEVEL 1A LOBBY	12.00	197	4.25%
LEVEL 1B	147.00	2,239	47.81%
LEVEL 1C LOBBY	143.25	197	4.25%
LEVEL 1C	155.25	1,002	21.65%
WEIGHTED AVERAGE HEIGHT (ft.)		144.37	

UPPER STORY HEIGHT
LEVEL 2 CEILING HEIGHT IS 9'-4". LEVEL 3 CEILING HEIGHT IS 9'-0".
THERE ARE DROPPED CEILINGS IN THE CORRIDORS AND IN BATHROOMS AT 8'-0". LESS THAN 20% OF EACH STORY IS BELOW 9'-0".

GROUND FLOOR ELEVATION
VARIES 6'-12" ABOVE FROM INTERIOR FINISH FLOOR OF LEVEL 1A, 1B, & 1C TO THEIR ADJACENT CURBS.

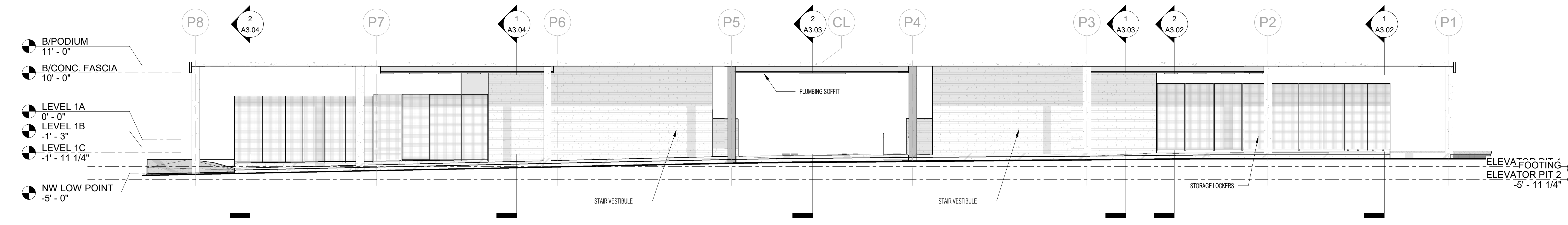
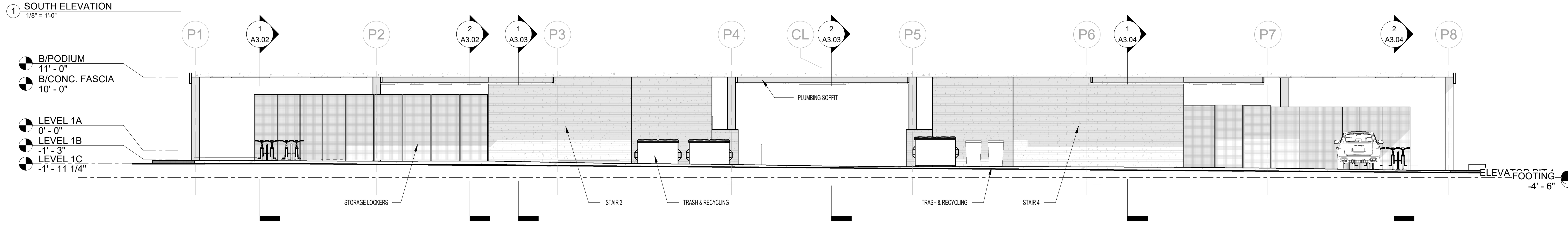
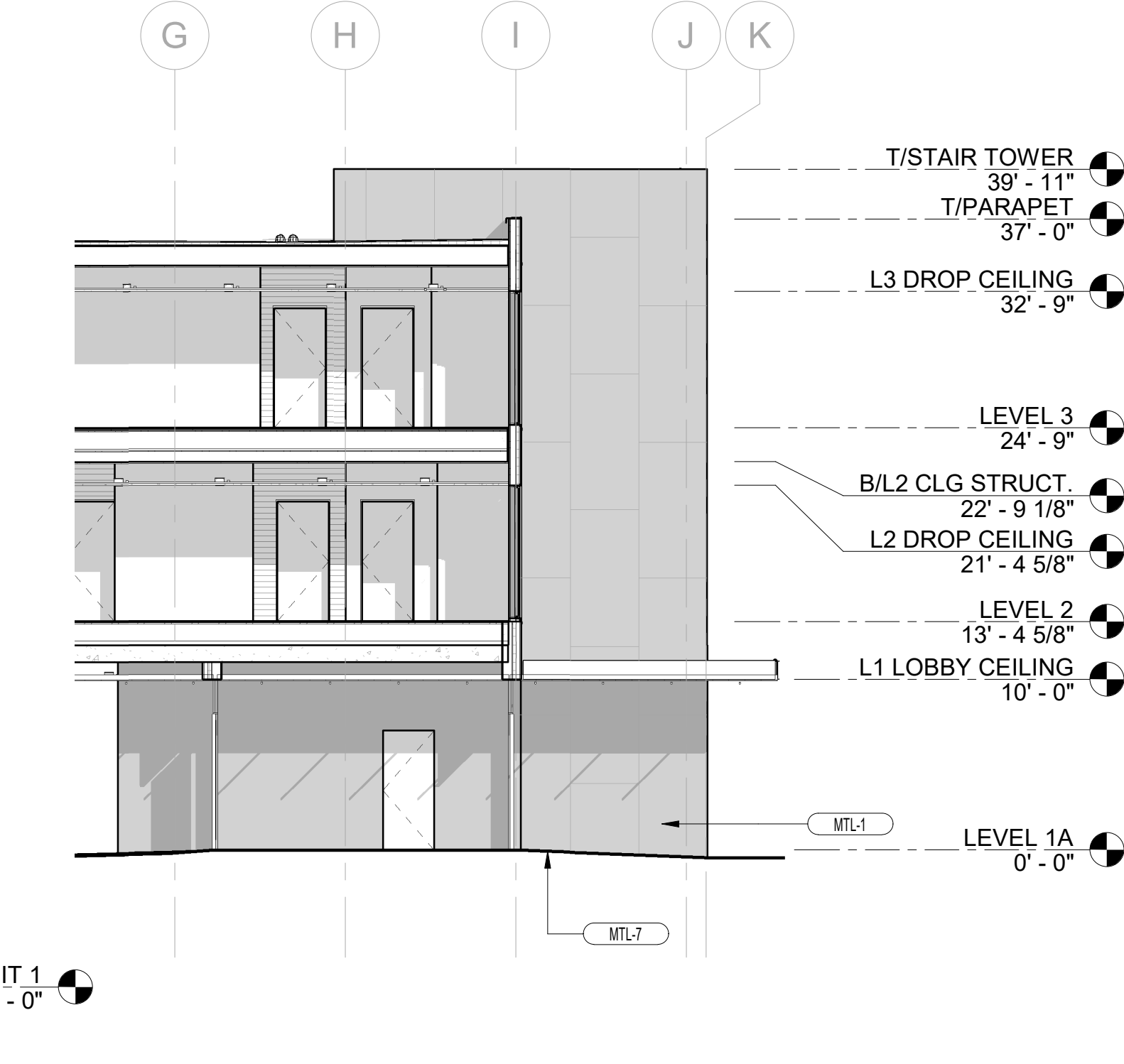
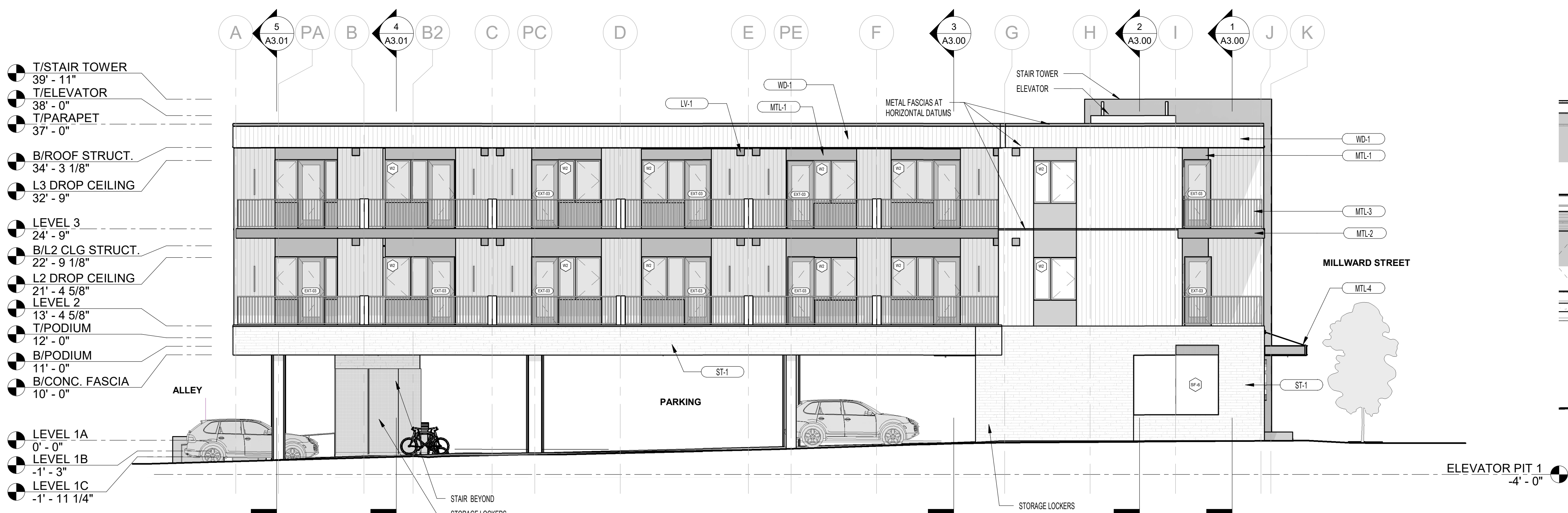
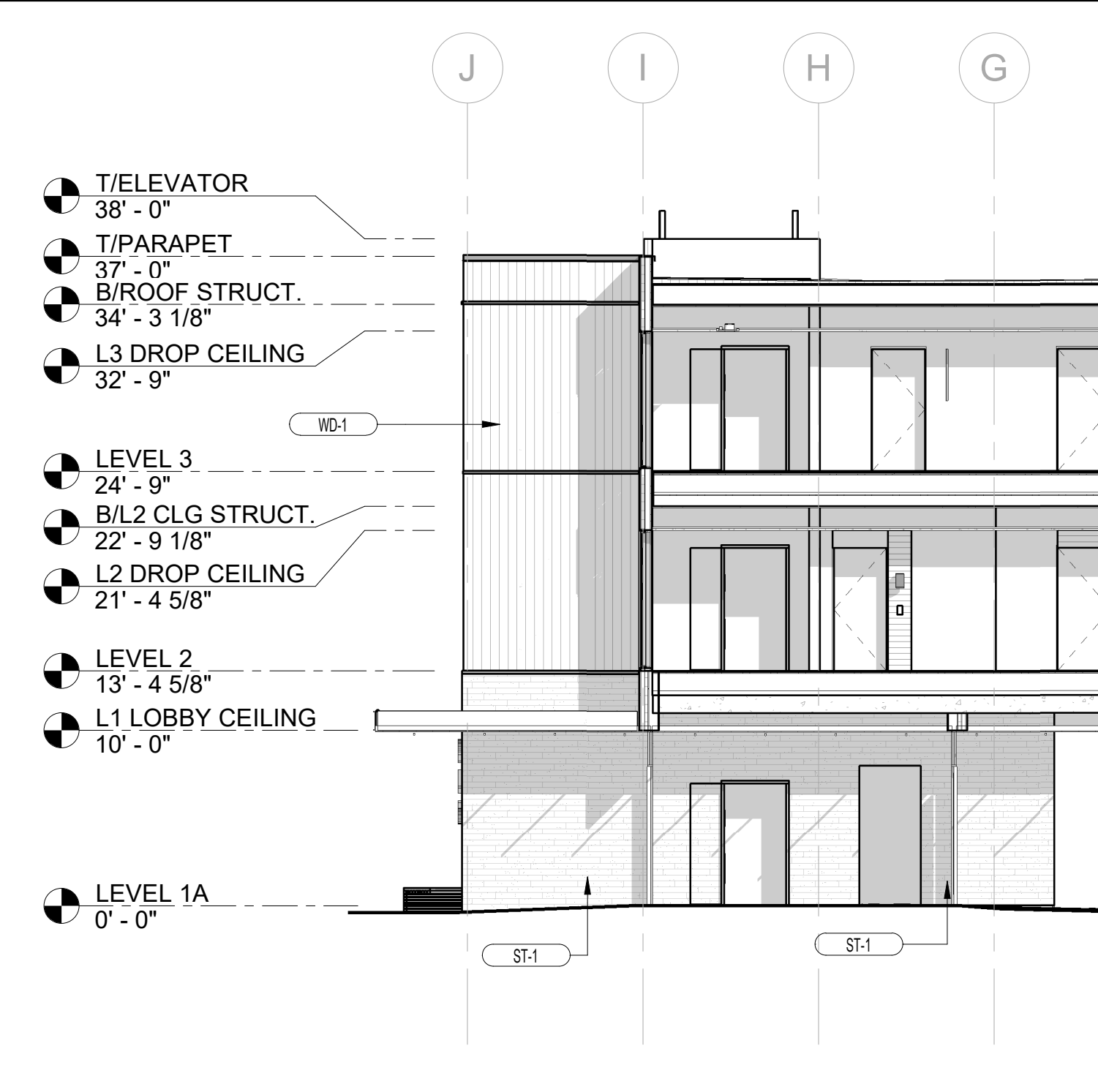
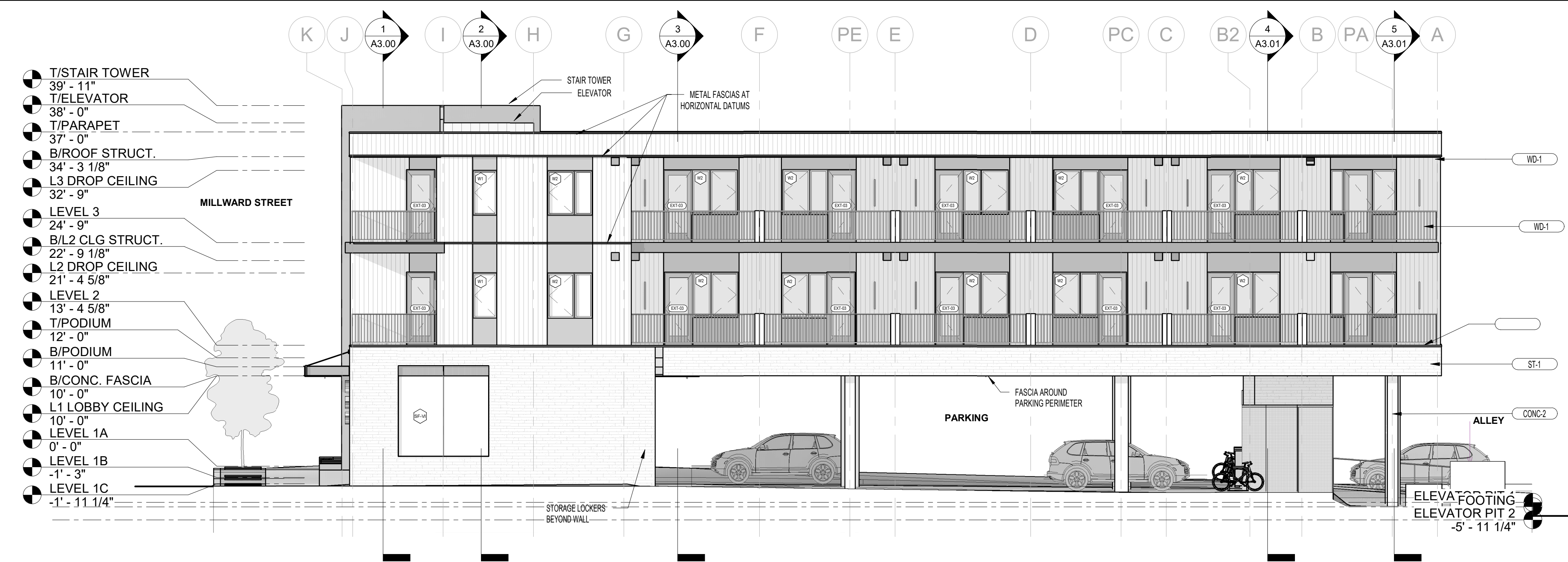
TRANSPARENCY GROUND FLOOR, PRIMARY STREET
SHOPFRONT TRANSPARENCY AT GROUND FLOOR IS MEASURED BETWEEN 2' AND 12' ABOVE THE ADJACENT SIDEWALK.
TOTAL GROUND FLOOR FACADE AREA: 2,237 SF
TOTAL GLAZED AREA: 1,445 SF
PERCENT TRANSPARENT: 60% ± 60% REQUIRED

TRANSPARENCY UPPER STORIES, PRIMARY STREET
LEVEL 2: TOTAL FACADE AREA: 1,946 SF
TOTAL GLAZED AREA: 454 SF
PERCENT TRANSPARENT: 23% ± 20% REQUIRED
LEVEL 3: TOTAL FACADE AREA: 1,927 SF
TOTAL GLAZED AREA: 495 SF
PERCENT TRANSPARENT: 27% ± 20% REQUIRED

BLANK WALL AREA, PRIMARY STREET
NO WALLS ARE LONGER THAN 15'-0" IN A HORIZONTAL OR VERTICAL DIRECTION.

PEDESTRIAN ACCESS
YES, THERE IS PEDESTRIAN ACCESS FACING THE PRIMARY STREET.
ALL ENTRANCE SPACINGS ALONG THE PRIMARY STREET ARE BELOW THE 50' MAXIMUM.





NORTHWORKS CHICAGO | JACKSON HOLE | SAN FRANCISCO | PHILADELPHIA

185 E. Hansen Avenue Jackson Hole, Wyoming 83001
T 307-201-5324 www.nwks.com

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MATERIAL LEGEND

- CONC-1 CAST-IN-PLACE BOARD-FORMED CONCRETE, 6" BOARDS
- CONC-2 CAST-IN-PLACE CONCRETE, ARCHITECTURAL FINISH
- CONC-3 SEALED, POLISHED CONCRETE
- CPT-1 HIGH-TRAFFIC CARPET FLOOR
- CPT-2 CARPET FLOOR
- CT-1 CERAMIC FLOOR TILE AT BATHROOMS
- CT-2 CERAMIC WALL TILE AT BATHROOMS
- CT-3 CERAMIC WALL TILE, KITCHEN BACKSPLASH
- GL-1 1" STOREFRONT IGU W/ LOW-E COATING ON #2, CLEAR VISION
- GL-2 1" STOREFRONT IGU W/ RIBBED GLASS AT INTERIOR
- GL-3 1" IGU W/ LOW-E COATING ON #2, CLEAR VISION
- GWB-1 GYPSUM WALLBOARD
- GWB-2 MOISTURE-RESISTANT GYPSUM WALLBOARD
- LV-1 COATED ALUMINUM DRAINABLE HORIZONTAL BLADE LOUVER
- MTL-1 ALUMINUM COMPOSITE PANEL SYSTEM, REYNOLDS OR SIM., MATTE BLACK
- MTL-2 COATED METAL AT FASCIA STRIPS & COPING, BLACK
- MTL-3 STEEL GUARDRAILS & HANDRAILS, PAINTED BLACK
- MTL-4 COATED GALVANNEED STRUCTURAL STEEL CHANNELS AT CANOPIES, BLACK
- MTL-5 COATED ALUMINUM EXTERIOR MULLIONS & TRIM AT TYP. WINDOWS & DOORS
- MTL-6 WELDED WIRE CAGE STORAGE LOCKERS
- MTL-7 12-GAUGE HOT ROLLED STEEL VERTICAL SHEET PANELS
- WD-1 EXTERIOR 1X6 (NOM.) STAINED CEDAR SIDING, VERTICAL ORIENTATION
- WD-2 EXTERIOR WOOD DECKING
- WD-3 EXTERIOR TAG WOOD SOFFIT
- WD-4 TAG INTERIOR HARDWOOD FLOOR
- WD-5 WOOD SLAT CEILING (BASIS OF DESIGN: USG TRUE WOOD GRILLES)
- WD-6 WOOD INTERIOR WALL PANEL
- WT-1 WINDOW SHADE
- ST-1 STONE EXTERIOR

ISSUED DATE	ISSUED FOR
1 06/17/2022	Issue for Schematic Pricing
2 11/14/2022	Issue for DD Pricing

PROFESSIONAL SEAL



Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY 83001

2210	Project No.
KD/CK	Drawn By
Checker	Checked By
Discipline	Drawing No.

A2.01

Drawing Name
EXTERIOR ELEVATIONS

Project Status

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MATERIAL LEGEND

CONC-1 CAST-IN-PLACE BOARD-FORMED CONCRETE, 6" BOARDS,
HORIZONTAL ORIENTATION
CONC-2 CAST-IN-PLACE CONCRETE, ARCHITECTURAL FINISH
CONC-3 SEALED, POLISHED CONCRETE

CPT-1 HIGH-TRAFFIC CARPET FLOOR
CPT-2 CARPET FLOOR

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MTL-4 COATED GALVANNEED STRUCTURAL STEEL CHANNELS AT
CANOPIES, BLACK

MTL-5 COATED ALUMINUM EXTERIOR MULLIONS & TRIM AT TYP.
WINDOWS & DOORS

MTL-6 WELDED WIRE CAGE STORAGE LOCKERS

MTL-7 12-GAUGE HOT ROLLED STEEL VERTICAL SHEET PANELS

WD-1 EXTERIOR 1X6 (NOM.) STAINED CEDAR SIDING, VERTICAL
ORIENTATION

WD-2 EXTERIOR WOOD DECKING

WD-3 EXTERIOR TAG WOOD SOFFIT

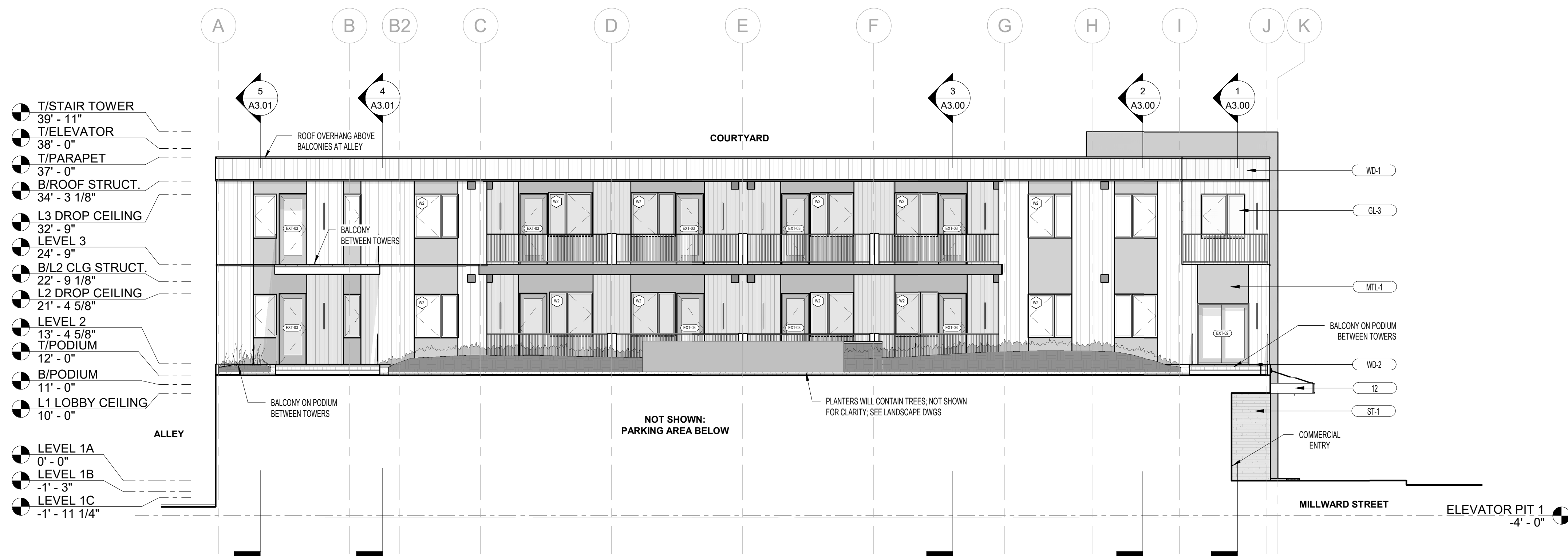
WD-4 TAG INTERIOR HARDWOOD FLOOR

WD-5 WOOD SLAT CEILING (BASIS OF DESIGN: USG TRUE WOOD
GRILLES)

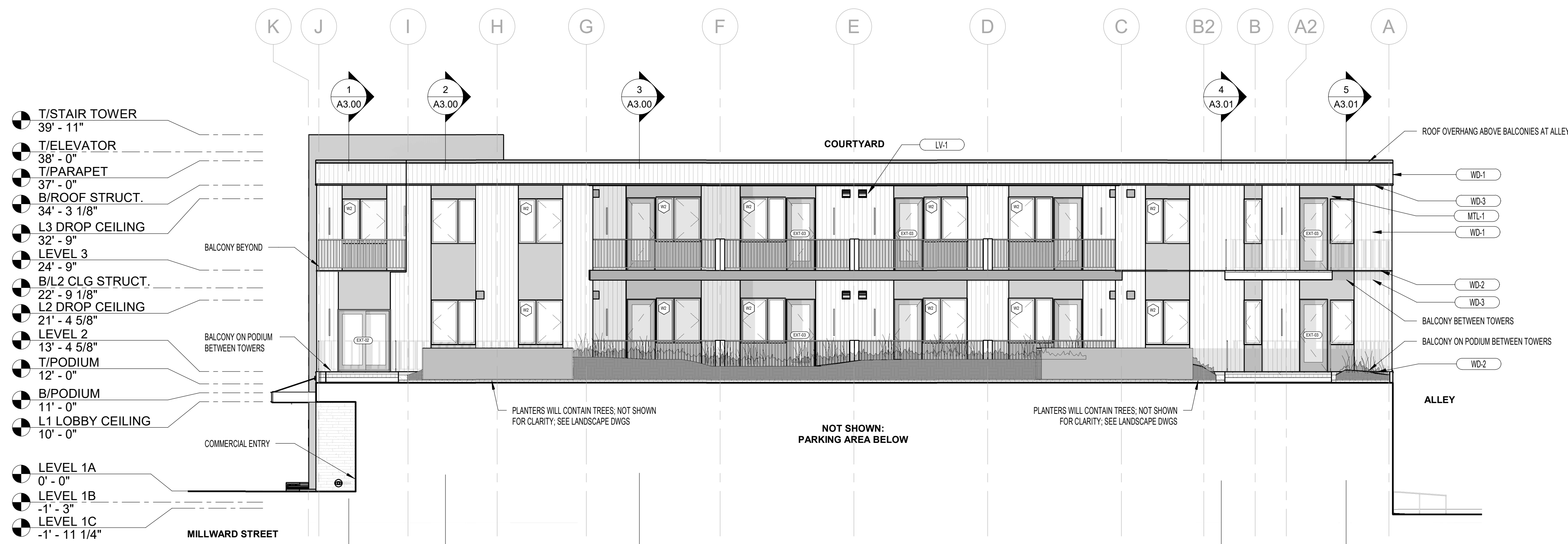
WD-6 WOOD INTERIOR WALL PANEL

WT-1 WINDOW SHADE

ST-1 STONE EXTERIOR



2 NORTH COURTYARD ELEVATION
1/8" = 1'-0"



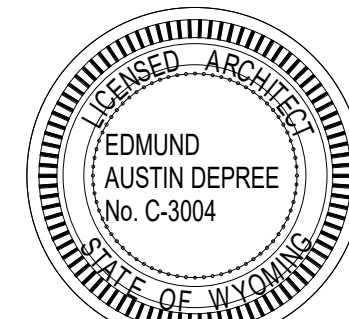
1 SOUTH COURTYARD ELEVATION
1/8" = 1'-0"



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PROFESSIONAL SEAL



Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No.
KD/CK	Drawn By
Checker	Checked By
Discipline	Drawing No.

A2.02

Drawing Name
EXTERIOR ELEVATIONS

MATERIAL LEGEND

CONC-1 CAST-IN-PLACE BOARD-FORMED CONCRETE, 6" BOARDS, HORIZONTAL ORIENTATION
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Project Status

PROFESSIONAL SEAL

EDMUND AUSTIN DEPREE No. C-3004

Project Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY 83001

2210 Project No.

KD/CK Drawn By

Checker Checked By

Discipline Drawing No.

A3.00

Drawing Name

BUILDING SECTIONS

0 4 8 16 32

1 NORTH-SOUTH BUILDING SECTION 1

1/8" = 1'-0"

2 NORTH-SOUTH BUILDING SECTION 2

1/8" = 1'-0"

3 NORTH-SOUTH BUILDING SECTION 3

1/8" = 1'-0"

ELEVATOR PIT 2

-5' - 11 1/4"

LEVEL 1A

0' - 0"

LEVEL 1B

-1' - 3"

LEVEL 1C

-1' - 11 1/4"

UNIT 32

UNIT 6

UNIT 12

UNIT 43

UNIT 18

UNIT 25

UNIT 33

UNIT 7

UNIT 13

UNIT 19

UNIT 26

UNIT 44

UNIT 51

OFFICE 'A'

OFFICE 'B'

OFFICE 'C'

RETAIL 'B1'

RETAIL 'B2'

RETAIL 'B3'

RETAIL 'B4'

RETAIL 'B5'

RETAIL 'B6'

RETAIL 'B7'

RETAIL 'B8'

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BALCONY SCONCES (BLACK)

DESCRIPTION
Lanterra 9003-W1 (Up or Down) and 9003-W2 (Up or Down) are 3.25" O.D., line voltage cylinder fixtures with dimmable LED. The luminaire comes in various mountings, surface mount with integral driver in the housing, remote driver mount with round and square wall plates and square wall integral driver, all of which can be mounted over standard 4 inch j-box. The luminaire also comes with various beam optics and premium color tuning option. It also comes with various lens, louvers and colors or dichroic filters, which can combine up to two at once to create multiple lighting effects. The fixture may be used indoors or outdoors and carries IP66 rating.

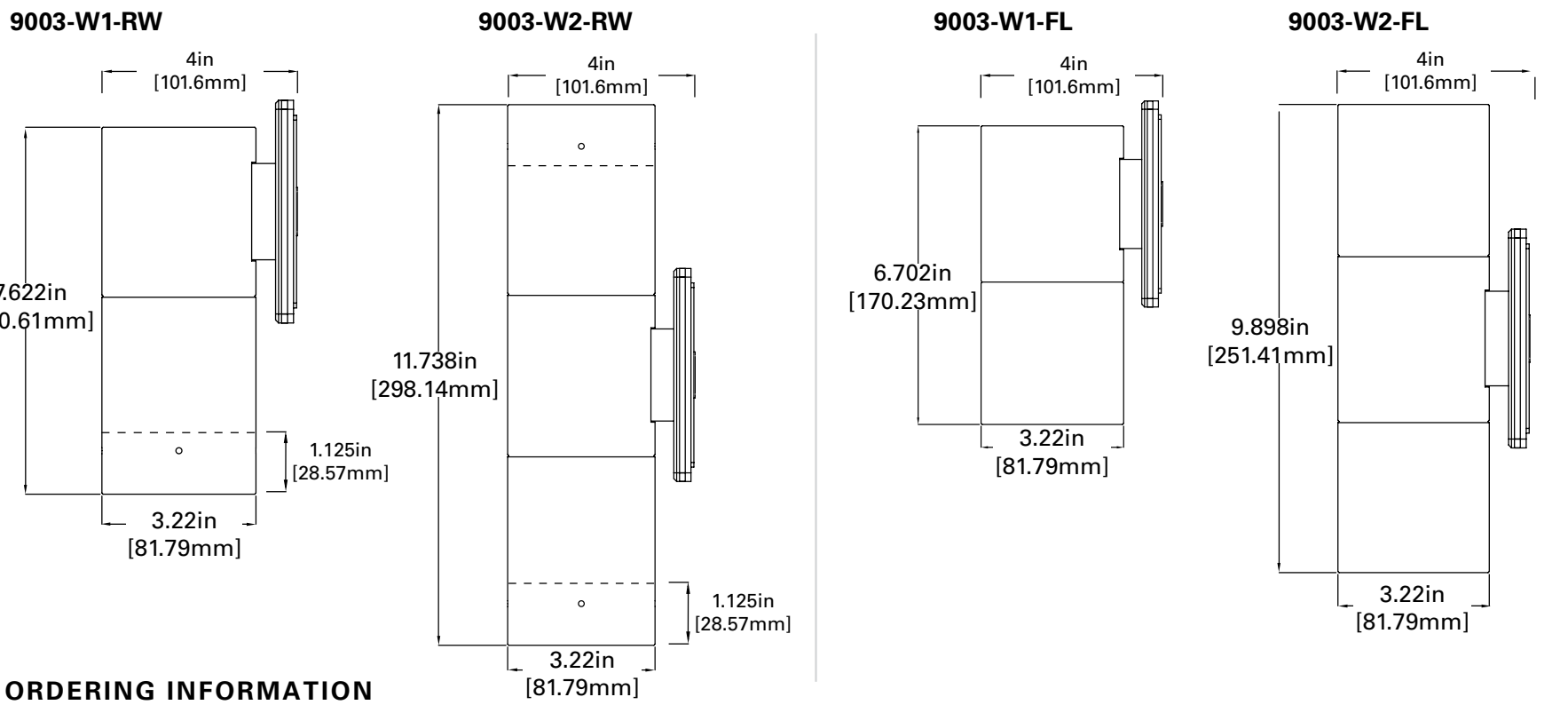
SPECIFICATION FEATURES

Material
Housing, hood and mounting stem are precision-machined from corrosion resistant billet stock 6061-T6 aluminum.

Finish
Fixtures constructed from 6061-T6 aluminum are double protected by an ROHS compliant chemical film undercoating and polyester powder coat paint finish, surpassing the rigorous demands of the outdoor environment. A variety of standard colors are available.

Hood
Hood is removable and accepts up to two internal accessories at once (lenses, louvers and filters) to achieve multiple lighting effects. Weep holes prevents water and mineral stains from collecting on the lens, even in the straight up position. The flush lens design reduces fixture length, minimizes debris collection and prevents water and mineral stains from collecting on the lens.

DIMENSIONS



ORDERING INFORMATION

DOMESTIC PREFERENCES *	SERIES	DIRECTION	HOOD	LED CCT & CRI	FIELD RE-PLACEABLE OPTIC 1	FIELD RE-PLACEABLE OPTIC 2 †	FINISH	LIGHT LEVEL	VOLTAGE	MOUNTING	OPTIONS
[Blank]-Standard BAA-Buy American Act	9003	W1 Up or Down Up Down	RW Standard- Recessed Lens with weep holes - Outdoor RI Recessed Lens with no weep holes - Indoor FL Flush lens hood	Standard CRI LED2790 - 2700K, 90 CRI LED 3090 - 3000K, 90 CRI LED 3590 - 3500K, 90 CRI LED 4090 - 4000K, 80 CRI LED 5080 - 5000K, 80 CRI Premium CRI LED 2791 - 2700K, 97 CRI LED 3091 - 3000K, 97 CRI LED 3591 - 3500K, 97 CRI LED 4091 - 4000K, 97 CRI	S Spot M Medium F Flood W Wide	S Spot M Medium F Flood W Wide	BK Black BZ Bronze CS Gray Silver WT White	L1 Light Level 1 (10W) L2 Light Level 2 (20W) LC1 Light Level Color 1 (12W) LC2 Light Level Color 2 (20W)	Univ 120-277V	RSM Round Surface Mount-mounts directly to junction box Remote Driver Housing WRR® Remote Driver Housing - Round Wall Plate WRS® Remote Driver Housing - Square Wall Plate Thermal Limitations (surface otherwise noted 50C) 9003-W1 and LC2 use WRR-WRS Thermal Limitations (surface otherwise noted 50C) 9003-W1, WRS and LC1 use WRS-WRS	SVPD2® Standalone integral sensor

Notes: 1. Order LC remotely separately.
2. Only available for Round Hood option (RW)
3. 9003-W1 not available in LC2
4. 3000W not available in LC2 and LC1
5. Only available for Single Head, Up or Down (W1) with RSM only
6. LC2 available for Single Head
7. Only available for LC2C

8. Remote Driver distance up to 60'
9. Only product configurations with this designated profile are built to be compliant with the Buy American Act of 1933 (BAA). Please refer to COOPER'S WEBSITE for more information. Components shipped separately may be separately analyzed under domestic preference requirements.
10. Accessories sold separately will be separately analyzed under domestic preference requirements. Consult factory for further information.



Specifications and dimensions subject to change without notice.

TD506024EN
6-2022

Lumiere

Catalog #	Type
Project	
Comments	Date
Prepared by	

60,000hrs.
Compliance
Components are UL recognized and luminaires are cULus listed for 50°C ambient environments unless noted otherwise, wet location listed, and ROHS compliant. IP66 Rated. Options to meet Buy American Act requirements.
Warranty
Lumiere warrants the Lanterra series of fixtures against defects in material and workmanship for five (5) years. Auxiliary equipment such as LED drivers carries the original manufacturer's warranty.



Lanterra 9003

BAA
LED
INTERIOR / EXTERIOR
CYLINDER FLOOD LIGHT
CERTIFICATION DATA
cULus - 1598
Wet Location Listed - IP66
LM79/LM80 Compliant
ROHS Compliant
10W LED, L70/102,000@25° Celsius
20W LED, L70/102,000@25° Celsius

RECESSED ROUND CANOPY LIGHTS



- Interactive Menu**
- Order Information page 2
 - Product Specifications page 4
 - Photometric Data page 5
 - Energy & Performance Data page 3
 - Dimming Guide
 - Product Warranty

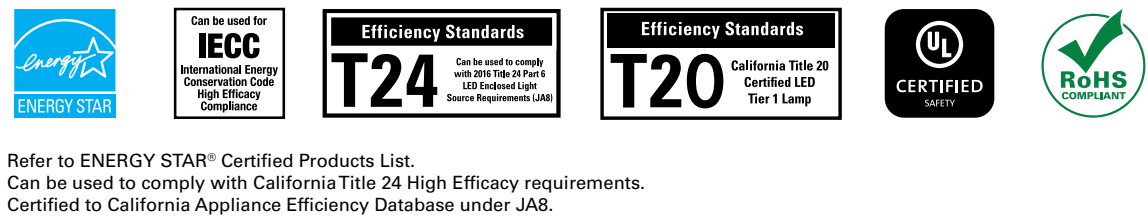
HALO

HL36AR

3" Round Shallow Directional Remodeler LED Module and Trims

Typical Applications
Residential, Light Commercial

Product Certification



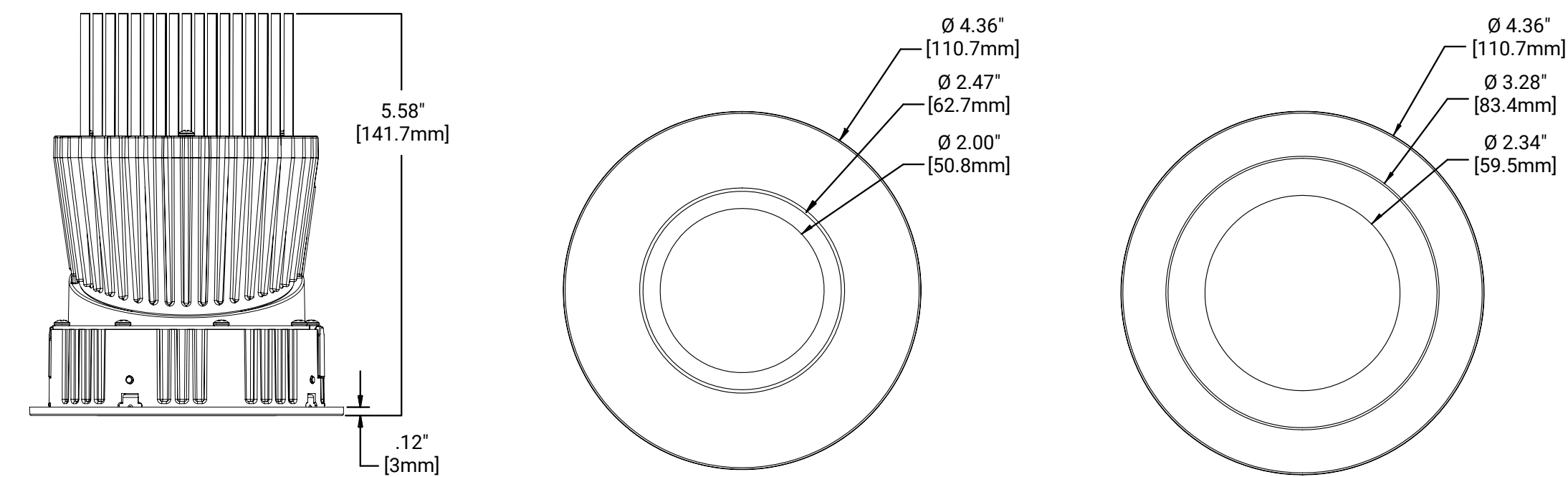
Product Features



Top Product Features

- Install from below the ceiling (does not require recessed housing or junction box)
- 2700K, 3000K, 3500K and 4000K fixed CCT; field interchangeable optics
- Delivers up to 1700 lumens; achieves L70 at 50,000 hours in IC and non-IC applications
- Flicker-free dimming down to 1%, available with LE/TE phase cut and 0-10V analog control
- Wet location listed for showers and protected ceilings with select trims

Dimensional and Mounting Details



PS518153EN page 1
May 4, 2022 11:20 AM

RECESSED LINEAR CANOPY LIGHTS



BACKLIT ADDRESS NUMBER



NEIGHBORHOOD CONTEXT



EAST - WEST STREET SECTION



NORTH - SOUTH STREET SECTION

EAST

Homewood Suites,
Single Family Homes,
Multifamily Apartments

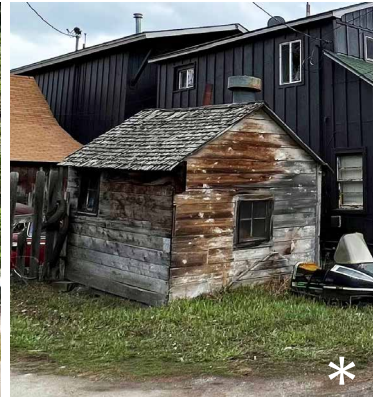
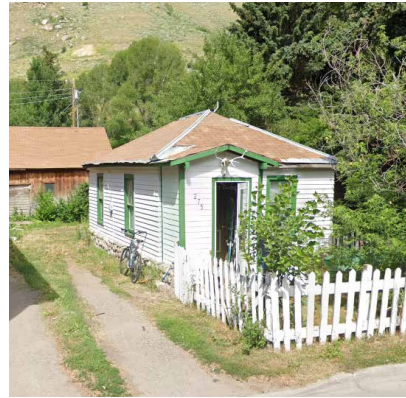


NEIGHBORHOOD CONTEXT

* Common material:
Wood boards, natural color

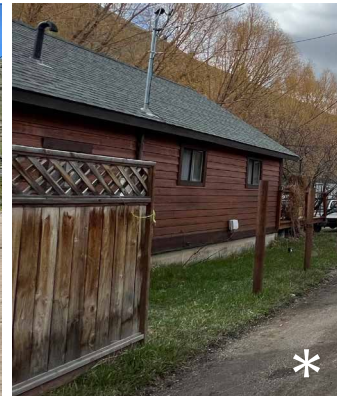
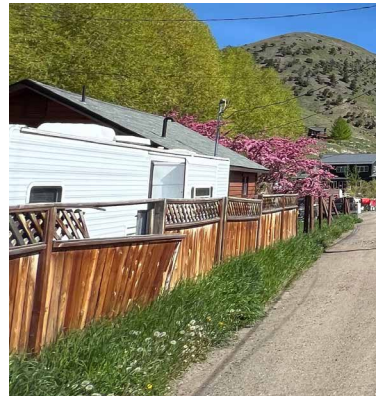
NORTH

Single Family Homes,
Inn on the Creek



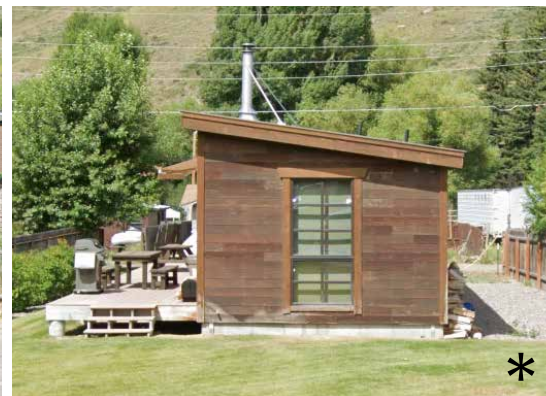
WEST

Single Family Homes



SOUTH

Single Family Homes



PROPOSED MATERIAL PALETTE

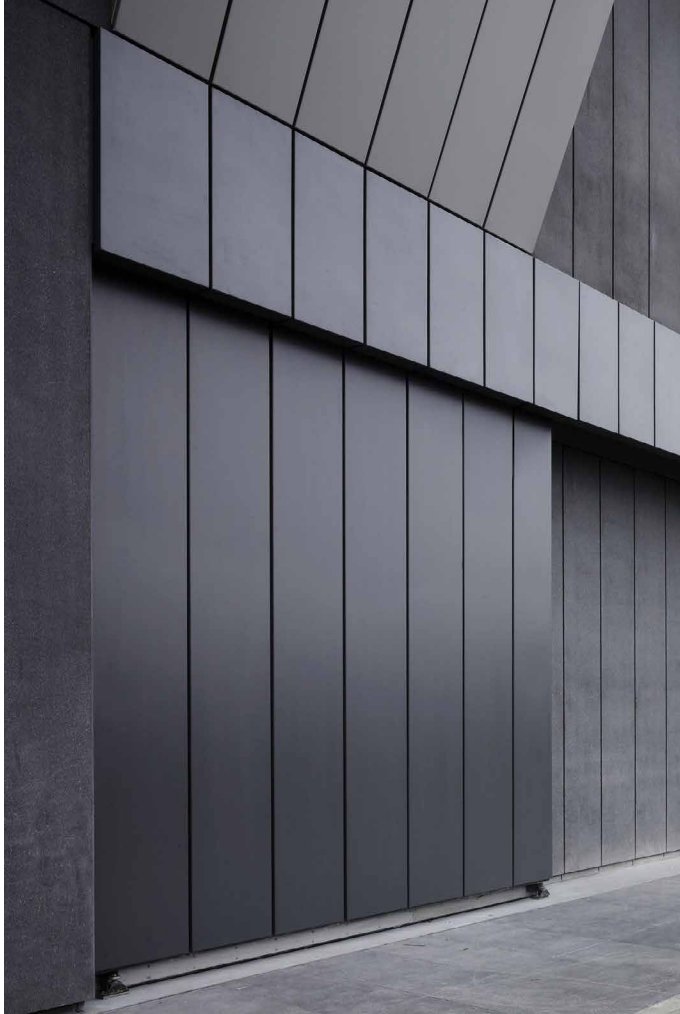
1 BOARD FORMED CONCRETE
EXTERIOR WALLS, LEVEL 1



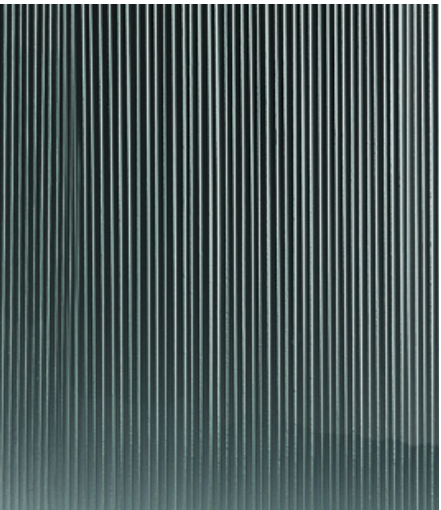
2 CEDAR SIDING
EXTERIOR WALLS, LEVELS 2 & 3, & ROOF FASCIAS



3 METAL PANEL RAINSCREEN
EXTERIOR CLADDING @ WINDOWS & STAIRS



4 FRITTED GLASS OR FLUTED BACKLIT GLASS
STAIR TOWERS ALONG MILLWARD ST.

















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PROFESSIONAL SEAL



Project
Millward Street Apartments

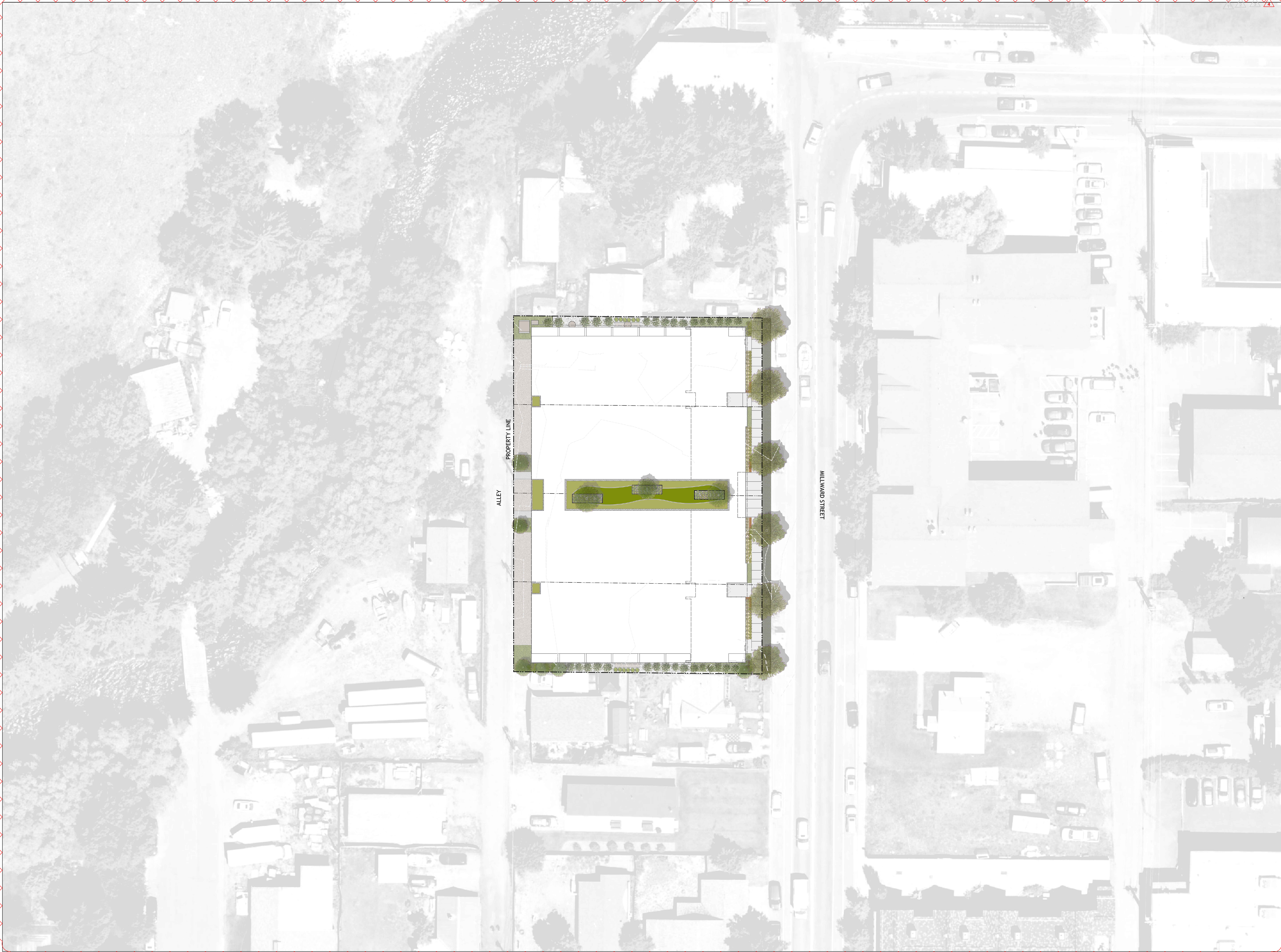
245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No.
Drawer	Drawn By MA
Checker	Checked By HF
Discipline	Drawing No.

L0.1

Drawing Name
EXISTING CONDITIONS

Project Status



ALLEY
PROPERTY LINE

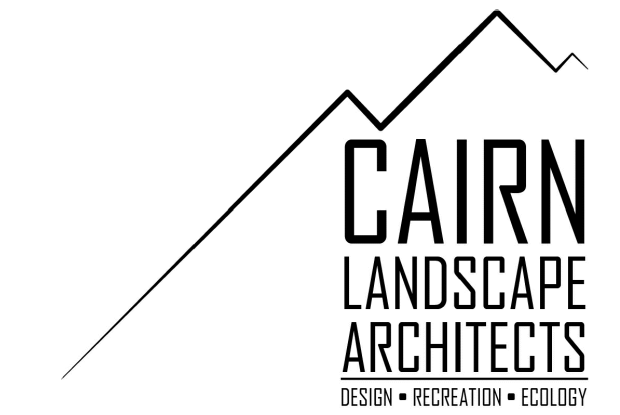
MILLWARD STREET



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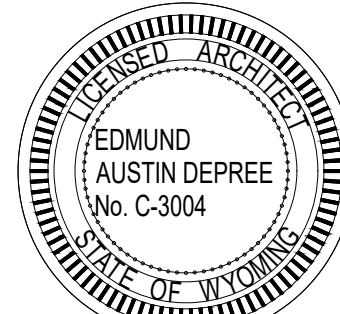
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Project Status

PROFESSIONAL SEAL



Edmund Austin Depree

Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY
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2210	Project No.
Drawer	Drawn By MA
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Discipline	Drawing No.

L0.2

Drawing Name
CONTEXT PLAN

PLANT UNIT CALCULATIONS AND BOND REQUIREMENT

REQUIRED PLANT UNITS	1 / 1,000 SF of Landscape Area = 4 PLANT UNITS
ADDITIONAL PLANT UNITS SHOWN (NOT REQUIRED)	2 PLANT UNITS
TOTAL PROPOSED PLANT UNITS	6 PLANT UNITS

(6) PROPOSED PLANT UNITS	(6) 3" Caliper Trees (36) 6" Shrubs or Multi-Stem Trees (34) #5 Container Shrubs
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Approximate Cost to Irrigate (1) Plant Unit = \$2,300.00

Total Cost of Plant Unit & Irrigation = \$4,900.00

Total Cost OF (4) Plant Unit & Irrigation x 125% for Bond Amount = \$24,500

All plant material shall be irrigated by a pressurized subsurface irrigation system with automatic controller - See Planting & Irrigation Notes

LANDSCAPE SURFACE AREA CALCULATIONS

ZONING	CR-2
GROSS SITE AREA	28,076 SF / 0.64 ACRES
BASE SITE AREA(GROSS SITE AREA - FUTURE TOJ EASEMENT)	26,875 SF
PROPOSED STRUCTURES	5,538 SF

REQUIRED LANDSCAPE AREA/ LSR	2,687.5 SF / 10%
PROPOSED LANDSCAPE AREA/ LSR	4,510.85 SF / 16.8%
-GROUND LSR	2,689.15 SF / 10%
-ROOF LSR	1,821.7 SF / 6.8%

6' TALL PRIVACY FENCE
AT PROPERTY LINE TO
SCREEN PARKING LOT

GREEN ROOF

ALLEY

MEADOW SOD BED WITH
COLUMNAR ASPENS AND
SHRUBS

PROPERTY LINE

GREEN ROOF

SNOW STORAGE, SEE
CIVIL

MEADOW SOD BED WITH
COLUMNAR ASPENS AND
SHRUBS

6' TALL PRIVACY FENCE
AT PROPERTY LINE TO
SCREEN PARKING LOT

MEADOW SOD BED WITH
SHRUBS

BENCH
CANTILEVERED/INTEGRATED
OFF EDGER

NATIVE MEADOW SOD

RETAINING EDGER WITH
SHRUBS AND PERENNIALS

BIKE RACKS

GREEN ROOF WITH NATIVE SOD, 1"
TALL BERNI, AND STEEL PLANTERS
WITH ASPEN TREES, ORNAMENTAL
GRASSES AND SHRUBS

PUBLIC ART AT ENTRY WAY IN
RAISED STEEL EDGER WITH
PERENNIALS AND COBBLE (UNDER
ROOF)

MILLWARD STREET

RETAINING EDGER WITH
SHRUBS AND PERENNIALS

BIKE RACKS

NATIVE MEADOW SOD

BENCH CANTILEVERED
OFF WALL

MEADOW SOD BED WITH
COLUMNAR ASPENS AND
SHRUBS



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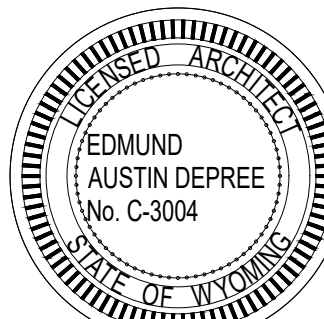
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Project
Millward Street Apartments

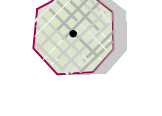
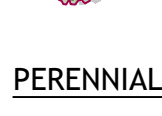
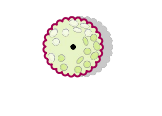
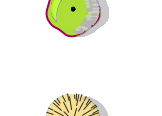
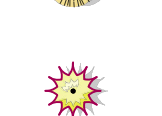
245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No.
Drawer	Drawn By MA
Checker	Checked By HF
Discipline	Drawing No.

L0.3

Drawing Name
SITE PLAN

PLANT SCHEDULE OVERVIEW

TREES	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
	Fraxinus pennsylvanica 'Patmore'	Patmore Green Ash	3" Cal.	B&B	4
	Populus tremula 'Erecta'	European Columnar Aspen	3" Cal.	B&B	6
	Populus tremuloides	Quaking Aspen	3" Cal.	B&B	2
	Populus tremuloides	Quaking Aspen	Clump		3
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
	Cornus alba 'Elegantissima'	Silveredge Tatarian Dogwood	5 gal.		6
	Cornus sericea 'Kelsey'	Kelsey's Dwarf Red Twig Dogwood	5 gal.		28
	Crataegus douglasii	Douglas Hawthorn	6"	B&B	33
PERENNIALS AND GRASSES	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
	Astilbe x arendsii 'Happy Day'	Happy Day Astilbe	1 gal.		10
	Carex appalachica	Appalachian Sedge	1 gal.		50
	Deschampsia cespitosa	Tufted Hair Grass	1 gal.		40
	Hakonechloa macra	Japanese Forest Grass	1 gal.		14
	Helictotrichon sempervirens	Blue Oat Grass	1 gal.		12
	Nepeta x 'Walker's Low'	Walker's Low Catmint	1 gal.		18

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ALLEY

PROPERTY LINE

ROOF LINE

MILLWARD STREET



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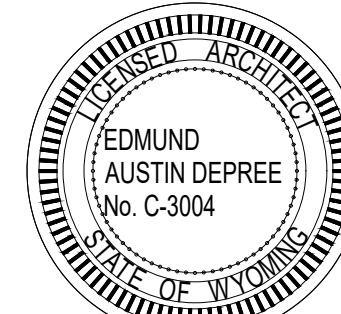
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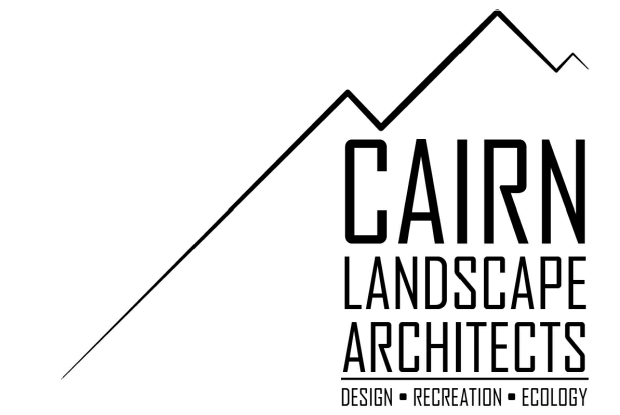
Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No.
Drawer	Drawn By MA
Checker	Checked By HF
Discipline	Drawing No.

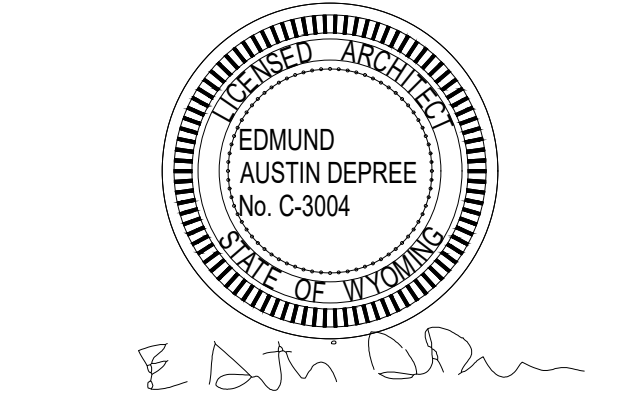
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Drawing Name
SITE PLAN



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Checker	Checked By HF
Discipline	Drawing No.

L0.4

Drawing Name
LSR DIAGRAM

LEGEND

---	PROPERTY BOUNDARY
- - -	PARCEL LOTS
- - -	EASEMENT
- - -	FENCE
- - -	DRIVEWAY
- - -	ROADWAY
- - -	EXISTING MAJOR CONTOUR
- - -	EXISTING MINOR CONTOUR
- - -	PROPOSED MAJOR CONTOUR
- - -	PROPOSED MINOR CONTOUR
- - -	GROUND LEVEL LSR
- - -	GREEN ROOF LSR

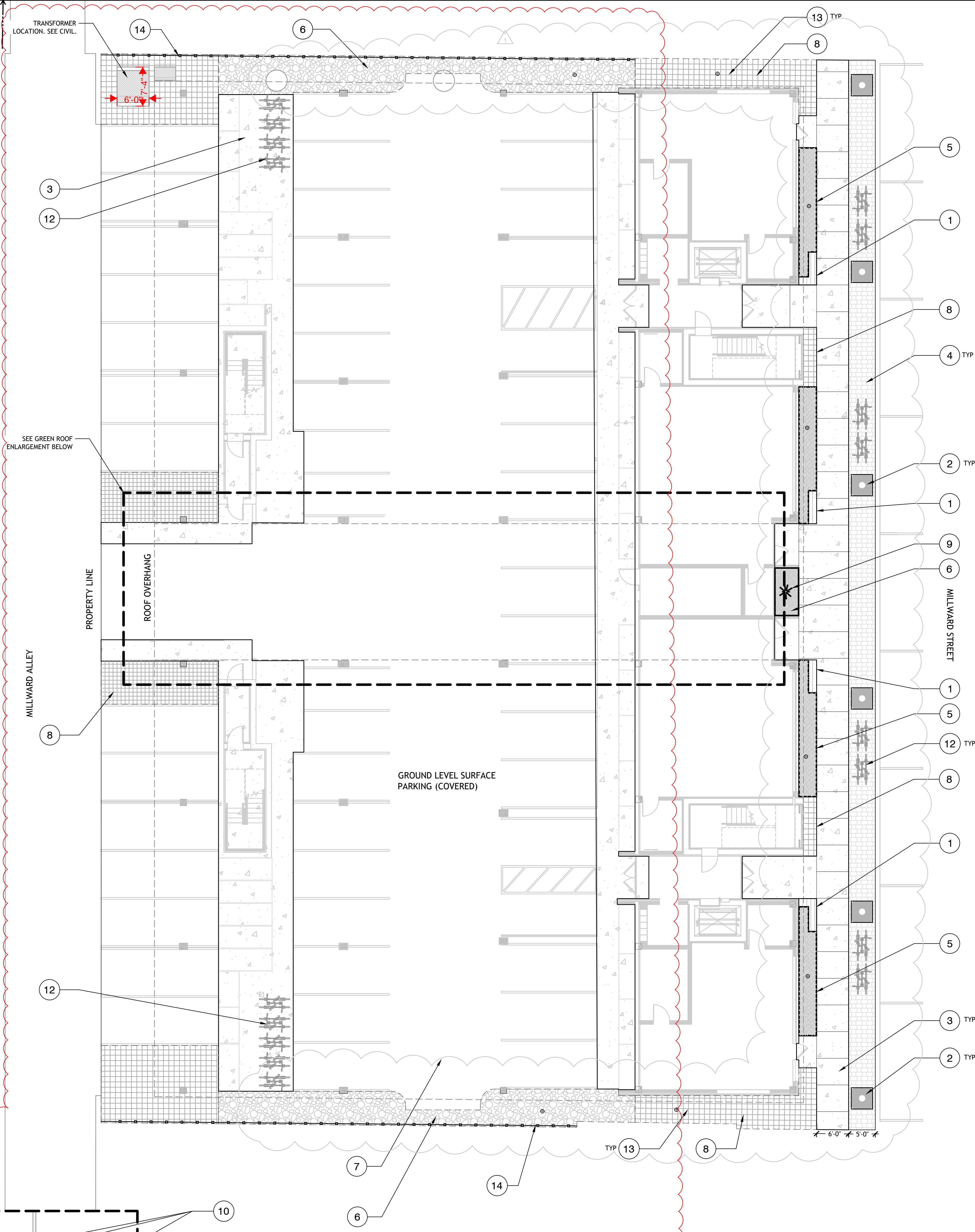
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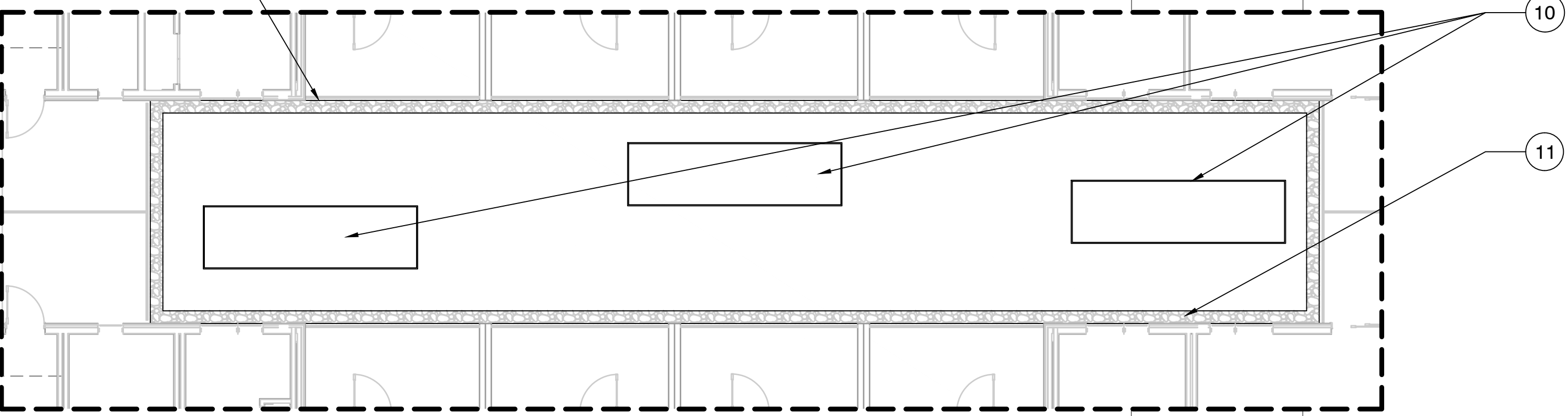
MATERIAL NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
1	CUSTOM CANTILEVERED BENCH OFF STEEL PLANTER WALL	42 sf	1/L5.0
2	TREES IN GRATE PER TOJ STANDARDS		2/L5.1
3	PEDESTRIAN CONCRETE, SEE CIVIL		
4	PAVERS PER TOJ STANDARDS, SEE CIVIL	907 sf	
5	18" TALL RETAINING EDGER, SOIL IS FREE DRAINING TO SUBGRADE	253 lf	4/L5.0
6	3" MINUS RIVER COBBLE	949 sf	
7	ASPHALT PARKING LOT, SEE CIVIL		
8	AT GRADE PLANTER W/ NATIVE MEADOW SOD	1,086 sf	2/L5.0
9	ART PIECE SET IN RAISED PLANTER, ART PIECE TBD BY OWNER.		
10	CUSTOM PLANTERS ON GREEN ROOF	132 lf	1/L5.1
11	2"-4" DIAMETER RIVER COBBLE, TO BE APPROXIMATELY 4" DEPTH OVER GREEN ROOF DRAINS.	261 sf	
12	BIKE RACK		
13	LANDSCAPE AREA DRAIN IN PLANTER		5/L5.0
14	6" FENCE PER TOJ STANDARDS	189 lf	

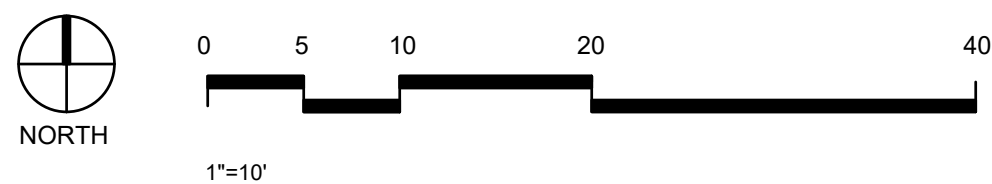


LEGEND	
	PROPERTY BOUNDARY
	PARCEL LOTS
	EASEMENT
	FENCE
	DRIVEWAY
	ROADWAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR

SEE ARCH FOR
HYDROTECH INTENSIVE
GREEN ROOF



GREEN ROOF ENLARGEMENT
1"=8'



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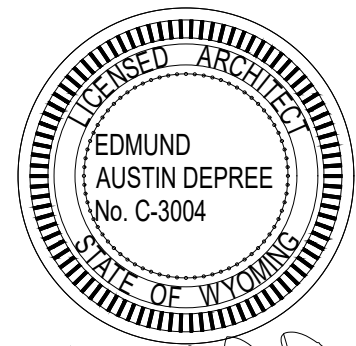
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Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY
83001

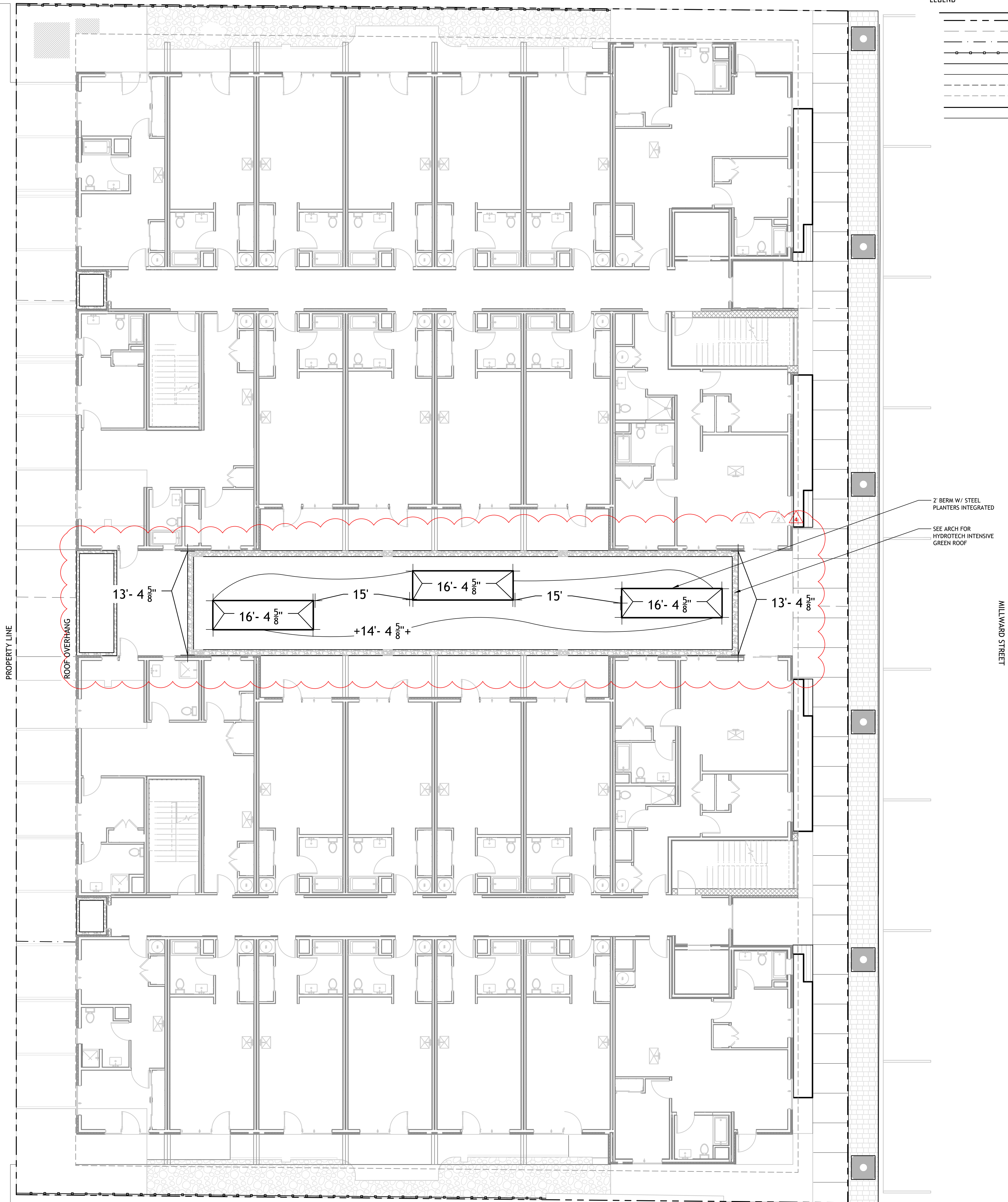
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Checker	Checked By HF
Discipline	Drawing No.

L1.0

Drawing Name
MATERIALS PLAN: LEVEL 1

GRADING NOTES

1. All contours and spot elevations given are relative to architectural elevations.
2. See Civil sheets for all grading information other than that on green roofs.
3. Ensure all work complies with the project Grading & Erosion Control Permit (available from General Contractor). If site conditions vary from what is shown, contact the Landscape Architect for direction before proceeding.
4. Refer to Civil Engineer / Architecture drawings for all work related to utilities. Alert Civil Engineer and Landscape Architect of any conflicts for direction before proceeding.
5. Verify locations and timing of site improvements installed under other sections. If any part of the work cannot be completed due to site conditions, contact the Landscape Architect.
6. Excavation near underground utilities shall be done carefully and, if necessary, by hand. The Contractor is fully responsible for this work and any disruption to utilities or damage to the site and/or improvements shall be repaired immediately at no expense to the Owner.
7. Contractor is to fence entire Limits of Disturbance and do not allow vehicle access outside of fenced area. All grading work inside fence is to be performed in such a manner as to disturb the minimum possible area. Use tracked vehicles or place soil protection such as plywood or Geo Grid under wheeled vehicles to limit compaction to subgrade. Contractor and sub contractor parking is to be limited to future driveway and auto court for duration of project as much as is possible.
8. Coordinate rough grading work with related work by Others, including but not limited to building construction, site utilities, irrigation, and landscaping.
9. No slope to exceed 2:1.
10. Obtain approval of rough grading from Landscape Architect or Civil Engineer prior to placing finished grade. All subgrade that has seen vehicle traffic is to be scarified prior to approval of rough grade being requested. No vehicle traffic other than that necessary for final grading and planting is to be allowed inside approved areas.



LEGEND

- PROPERTY BOUNDARY
- PARCEL LOTS
- EASEMENT
- FENCE
- DRIVEWAY
- ROADWAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR

2' BERM W/ STEEL PLANTERS INTEGRATED

SEE ARCH FOR HYDROTECH INTENSIVE GREEN ROOF

MILLWARD STREET

MILLWARD ALLEY

PROPERTY LINE

ROOF OVERHANG



0 4 8 16 32

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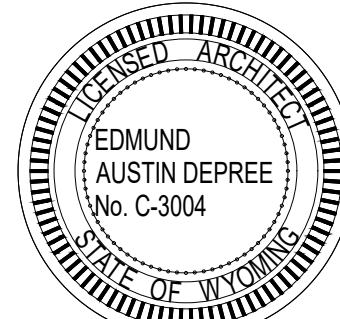
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Millward Street Apartments

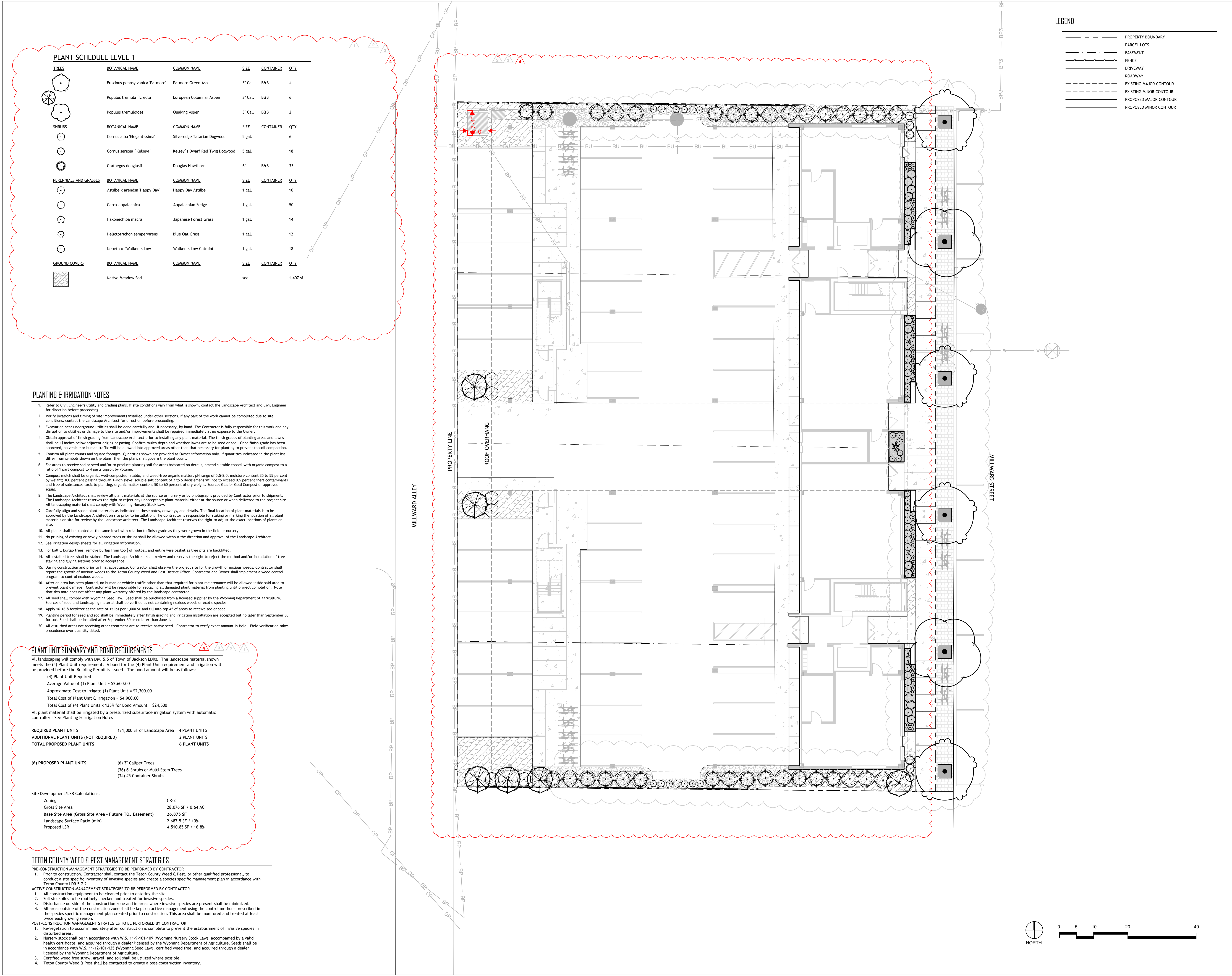
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Checker	Checked By HF
Discipline	Drawing No.

L2.0

Drawing Name
GRADING: GREEN ROOF

Project Status



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CAIRN
LANDSCAPE
ARCHITECTS

DESIGN • RECREATION • ECOSYSTEM

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EDMUND
AUSTIN DEPREE
No. C-3004
STATE OF WYOMING

EDMUND

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83001

2210	Project No.
Drawer	Drawn By MA
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Discipline	Drawing No.

L4.0

Drawing Name
PLANTING PLAN: LEVEL 1

Project Status

PLANT SCHEDULE GREENROOF

TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	Populus tremuloides	Quaking Aspen	Clump	3
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	Cornus sericea 'Kelsey'	Kelsey's Dwarf Red Twig Dogwood	5 gal.	10
PERENNIALS AND GRASSES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	Deschampsia cespitosa	Tufted Hair-Grass	1 gal.	38
GROUND COVERS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	Native Meadow Sod	sod		1,306 sf

PLANTING & IRRIGATION NOTES

- Refer to Civil Engineer's utility and grading plans. If site conditions vary from what is shown, contact the Landscape Architect and Civil Engineer for direction before proceeding.
- Verify locations and timing of site improvements installed under other sections. If any part of the work cannot be completed due to site conditions, contact the Landscape Architect for direction before proceeding.
- Excavation near underground utilities shall be done carefully and, if necessary, by hand. The Contractor is fully responsible for this work and any disruption to utilities or damage to the site and/or improvements shall be repaired immediately at no expense to the Owner.
- Obtain approval of finish grading from Landscape Architect prior to installing any plant material. The finish grades of planting areas and lawns shall be 1 1/2 inches below adjacent edging or paving. Confirm mulch depth and whether lawns are to be seed or sod. Once finish grade has been approved, no vehicle or human traffic will be allowed into approved areas other than that necessary for planting to prevent topsoil compaction.
- Confirm all plant counts and square footages. Quantities shown are provided as Owner information only. If quantities indicated in the plant list differ from symbols shown on the plans, then the plans shall govern the plant count.
- For areas to receive sod or seed and/or to produce planting soil for areas indicated on details, amend suitable topsoil with organic compost to a ratio of 1 part compost to 4 parts topsoil by volume.
- Compost mulch shall be organic, well-composted, stable, and weed-free organic matter; pH range of 5.5-8.0; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decisiemens/m; not to exceed 0.5 percent inert contaminants and free of substances toxic to planting; organic matter content 50 to 60 percent of dry weight. Source: Glacier Gold Compost or approved equal.
- The Landscape Architect shall review all plant materials at the source or nursery or by photographs provided by Contractor prior to shipment. The Landscape Architect reserves the right to reject any unacceptable plant material either at the source or when delivered to the project site. All landscaping material shall comply with Wyoming Nursery Stock Law.
- Carefully align and space plant materials as indicated in these notes, drawings, and details. The final location of plant materials is to be approved by the Landscape Architect on site prior to installation. The Contractor is responsible for staking or marking the location of all plant materials on site for review by the Landscape Architect. The Landscape Architect reserves the right to adjust the exact locations of plants on site.
- All plants shall be planted at the same level with relation to finish grade as they were grown in the field or nursery.
- No pruning of existing or newly planted trees or shrubs shall be allowed without the direction and approval of the Landscape Architect.
- See irrigation design sheets for all irrigation information.
- For ball & burlap trees, remove burlap from top of rootball and entire wire basket as tree pits are backfilled.
- All installed trees shall be staked. The Landscape Architect shall review and reserves the right to reject the method and/or installation of tree staking and guying systems prior to acceptance.
- During construction and prior to final acceptance, Contractor shall observe the project site for the growth of noxious weeds. Contractor shall report the growth of noxious weeds to the Teton County Weed and Pest District Office. Contractor and Owner shall implement a weed control program to control noxious weeds.
- After an area has been planted, no human or vehicle traffic other than that required for plant maintenance will be allowed inside said area to prevent plant damage. Contractor will be responsible for replacing all damaged plant material from planting until project completion. Note that this note does not affect any plant warranty offered by the landscape contractor.
- All seed shall comply with Wyoming Seed Law. Seed shall be purchased from a licensed supplier by the Wyoming Department of Agriculture. Source of seed and landscaping material shall be verified as not containing noxious weeds or exotic species.
- Apply 16-8-8 fertilizer at the rate of 15 lbs per 1,000 SF and till into top 4" of area to receive sod or seed.
- Planting period for seed and sod shall be immediately after finish grading and irrigation installation are accepted but no later than September 30 for sod. Seed shall be installed after September 30 or no later than June 1.
- All disturbed areas not receiving other treatment are to receive native seed. Contractor to verify exact amount in field. Field verification takes precedence over quantity listed.

PLANT UNIT SUMMARY AND BOND REQUIREMENTS

All landscaping will comply with Div. 5.5 of Town of Jackson LDRs. The landscape material shown meets the (4) Plant Unit requirement. A bond for the (4) Plant Unit requirement and irrigation will be provided before the Building Permit is issued. The bond amount will be as follows:

(4) Plant Unit Required
Average Value of (1) Plant Unit = \$2,600.00
Approximate Cost to Irrigate (1) Plant Unit = \$2,300.00
Total Cost of Plant Unit & Irrigation = \$4,900.00
Total Cost of (4) Plant Units x 125% for Bond Amount = \$24,500

All plant material shall be irrigated by a pressurized subsurface irrigation system with automatic controller - See Planting & Irrigation Notes

REQUIRED PLANT UNITS	1/1,000 SF of Landscape Area = 4 PLANT UNITS
ADDITIONAL PLANT UNITS (NOT REQUIRED)	2 PLANT UNITS
TOTAL PROPOSED PLANT UNITS	6 PLANT UNITS

(6) PROPOSED PLANT UNITS	(6) 3" Caliper Trees (36) 6" Shrubs or Multi-Stem Trees (34) #5 Container Shrubs
--------------------------	--

Site Development/LSR Calculations:

Zoning	CR-2
Gross Site Area	28,076 SF / 0.64 AC
Base Site Area (Gross Site Area - Future TOJ Easement)	26,875 SF
Landscape Surface Ratio (min)	2,687.5 SF / 10%
Proposed LSR	4,510.85 SF / 16.8%

TETON COUNTY WEED & PEST MANAGEMENT STRATEGIES

PRE-CONSTRUCTION MANAGEMENT STRATEGIES TO BE PERFORMED BY CONTRACTOR

- Prior to construction, Contractor shall contact the Teton County Weed & Pest, or other qualified professional, to conduct a site specific inventory of invasive species and create a species specific management plan in accordance with Teton County LDR 5.7.2.

ACTIVE CONSTRUCTION MANAGEMENT STRATEGIES TO BE PERFORMED BY CONTRACTOR

- All construction equipment to be cleaned prior to entering the site.
- Soil stockpiles to be routinely checked and treated for invasive species.
- Disturbance outside of the construction zone and in areas where invasive species are present shall be minimized.
- All areas outside of the construction zone shall be kept on active management using the control methods prescribed in the species specific management plan created prior to construction. This area shall be monitored and treated at least twice each growing season.

POST-CONSTRUCTION MANAGEMENT STRATEGIES TO BE PERFORMED BY CONTRACTOR

- Re-vegetation to occur immediately after construction is complete to prevent the establishment of invasive species in disturbed areas.
- Nursery stock shall be in accordance with W.S. 11-9-101-109 (Wyoming Nursery Stock Law), accompanied by a valid health certificate, and acquired through a dealer licensed by the Wyoming Department of Agriculture. Seeds shall be in accordance with W.S. 11-12-101-125 (Wyoming Seed Law), certified weed free, and acquired through a dealer licensed by the Wyoming Department of Agriculture.
- Certified weed free straw, gravel, and soil shall be utilized where possible.
- Teton County Weed & Pest shall be contacted to create a post-construction inventory.

LEGEND

---	PROPERTY BOUNDARY
- - -	PARCEL LOTS
- - -	EASEMENT
- - -	FENCE
- - -	DRIVEWAY
- - -	ROADWAY
- - -	EXISTING MAJOR CONTOUR
- - -	EXISTING MINOR CONTOUR
- - -	PROPOSED MAJOR CONTOUR
- - -	PROPOSED MINOR CONTOUR



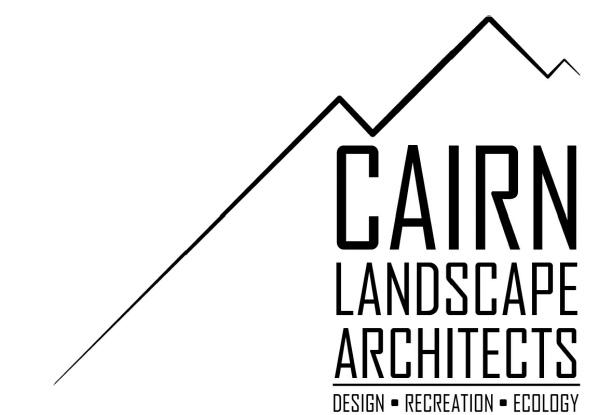
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185 E. Hansen Avenue
T 307-201-5324

Jackson Hole, Wyoming 83001
www.nwks.com

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ISSUED DATE	ISSUED FOR
1 10/28/2022	Check Set
2 11/15/2022	100% DD
3 12/23/2022	Development Plan Revision
4 02/06/2023	Development Plan Revision
5 02/06/2023	25% CD
6 02/17/2023	50% CD
7 02/24/2023	Development Plan Revision
8 03/06/2023	Development Plan Revision

PROFESSIONAL SEAL



Project
Millward Street Apartments

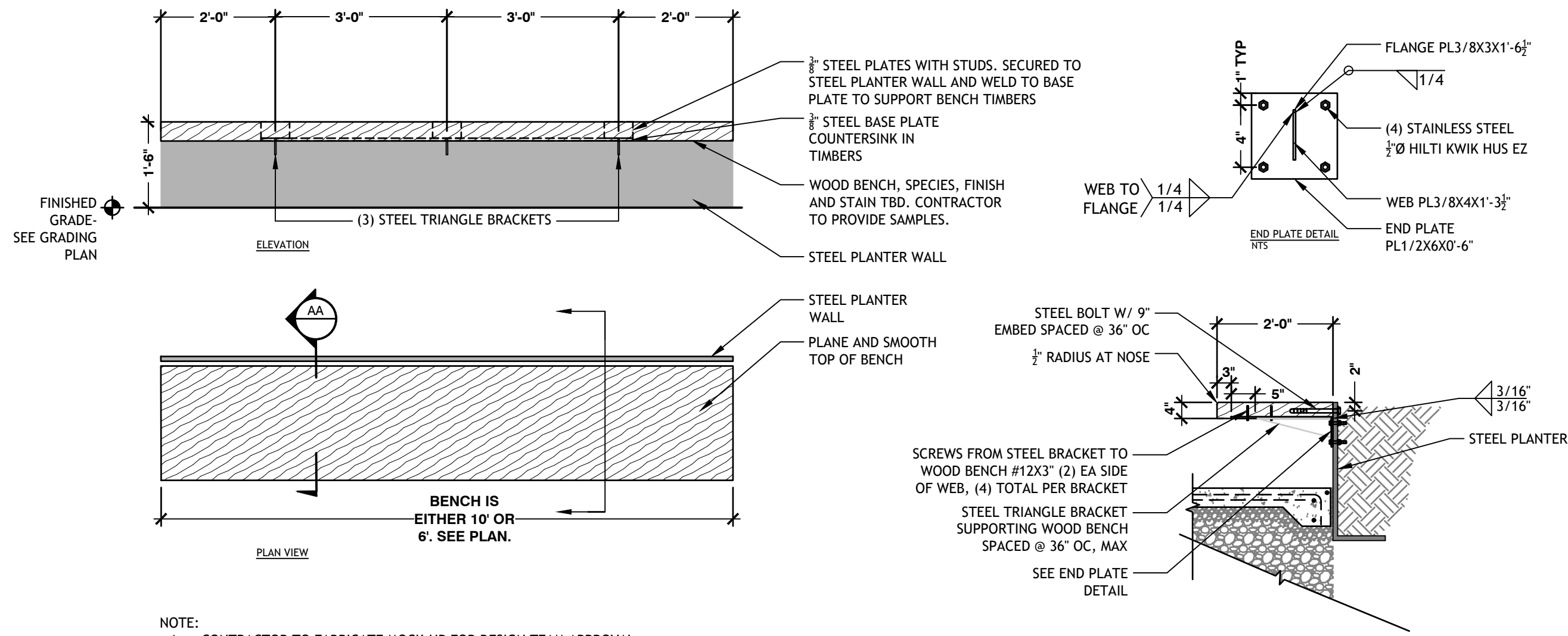
245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No.
Drawer	Drawn By MA
Checker	Checked By HF
Discipline	Drawing No.

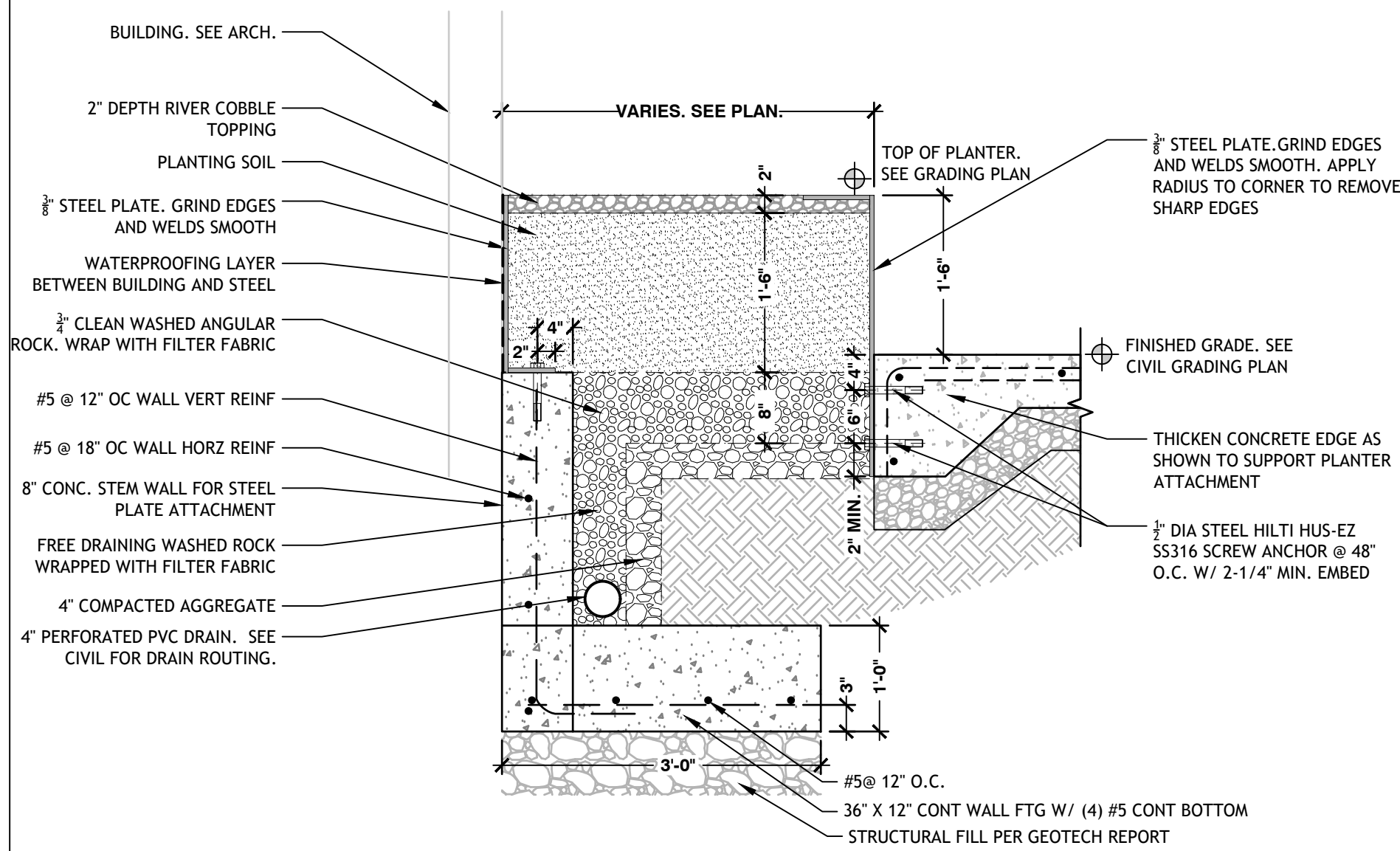
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Drawing Name

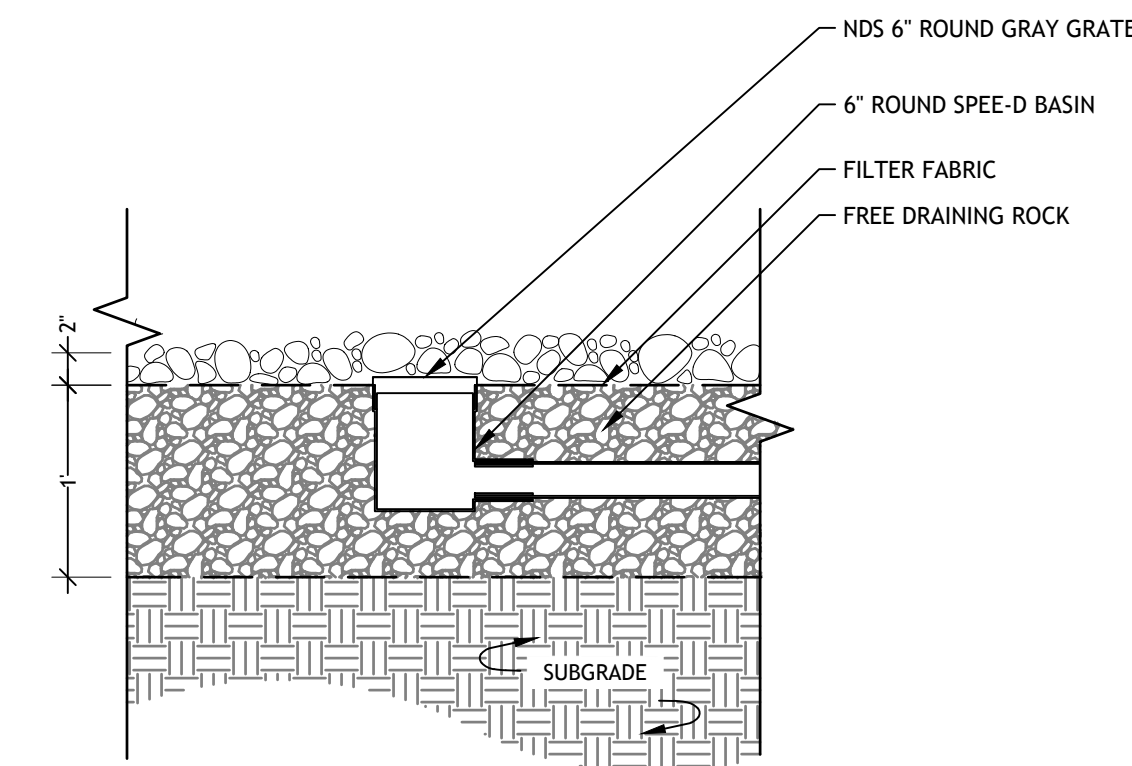
PLANTING PLAN: GREEN ROOF



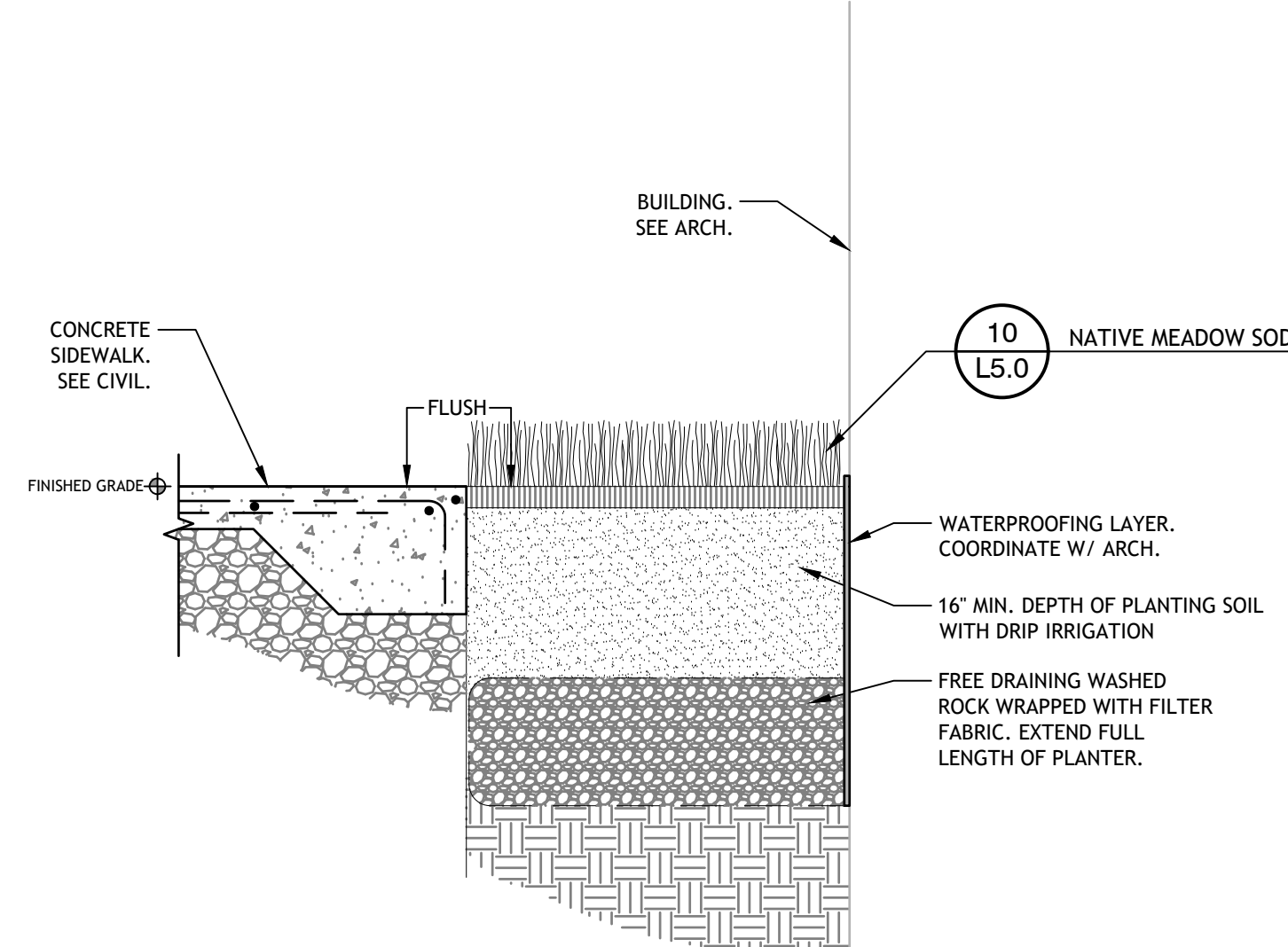
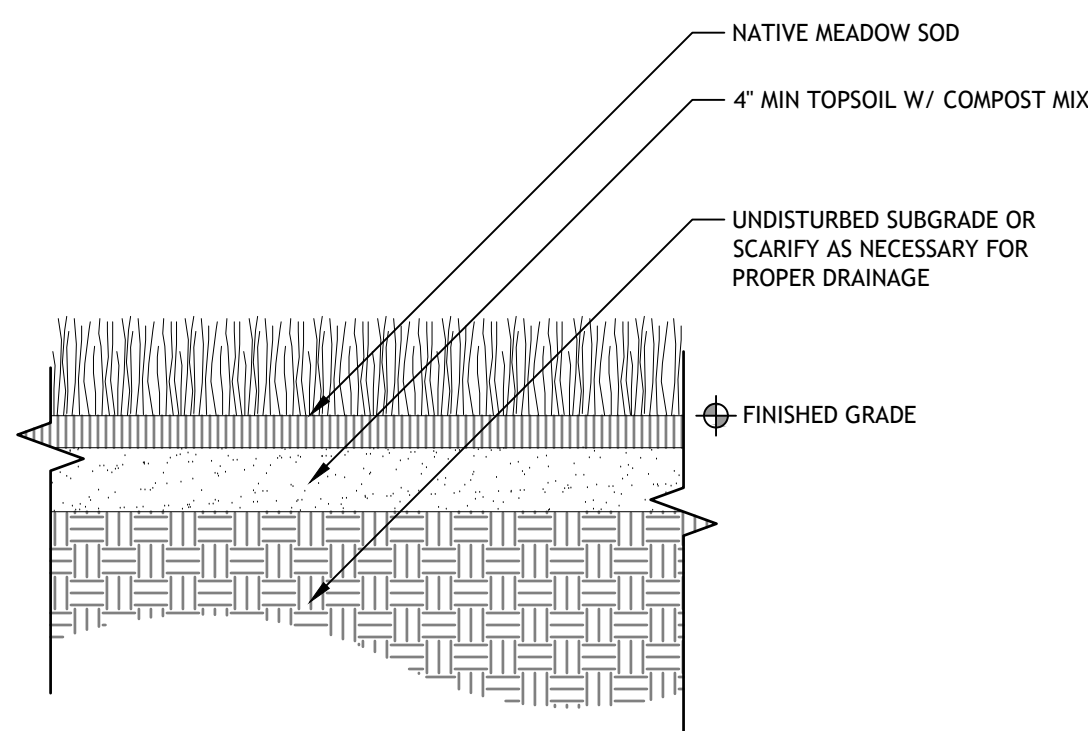
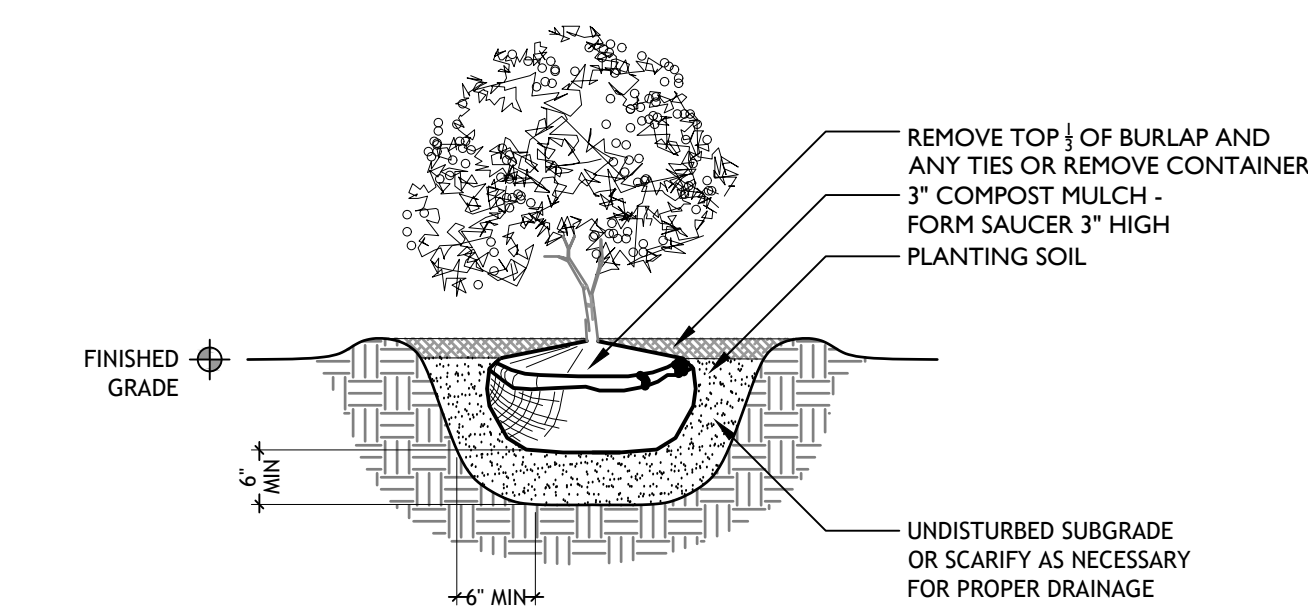
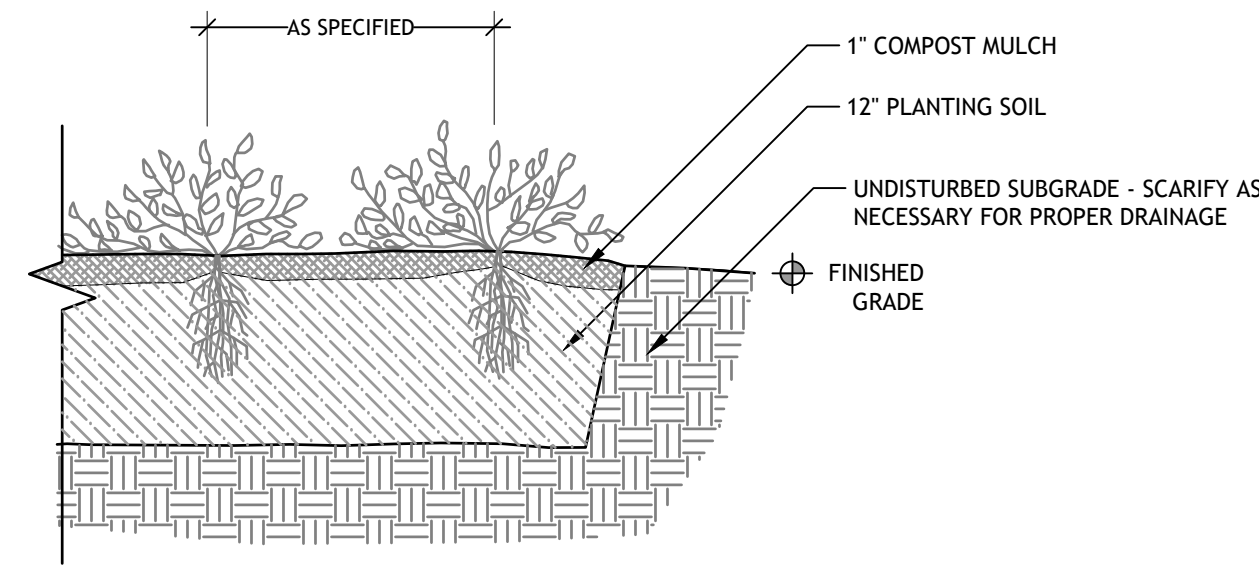
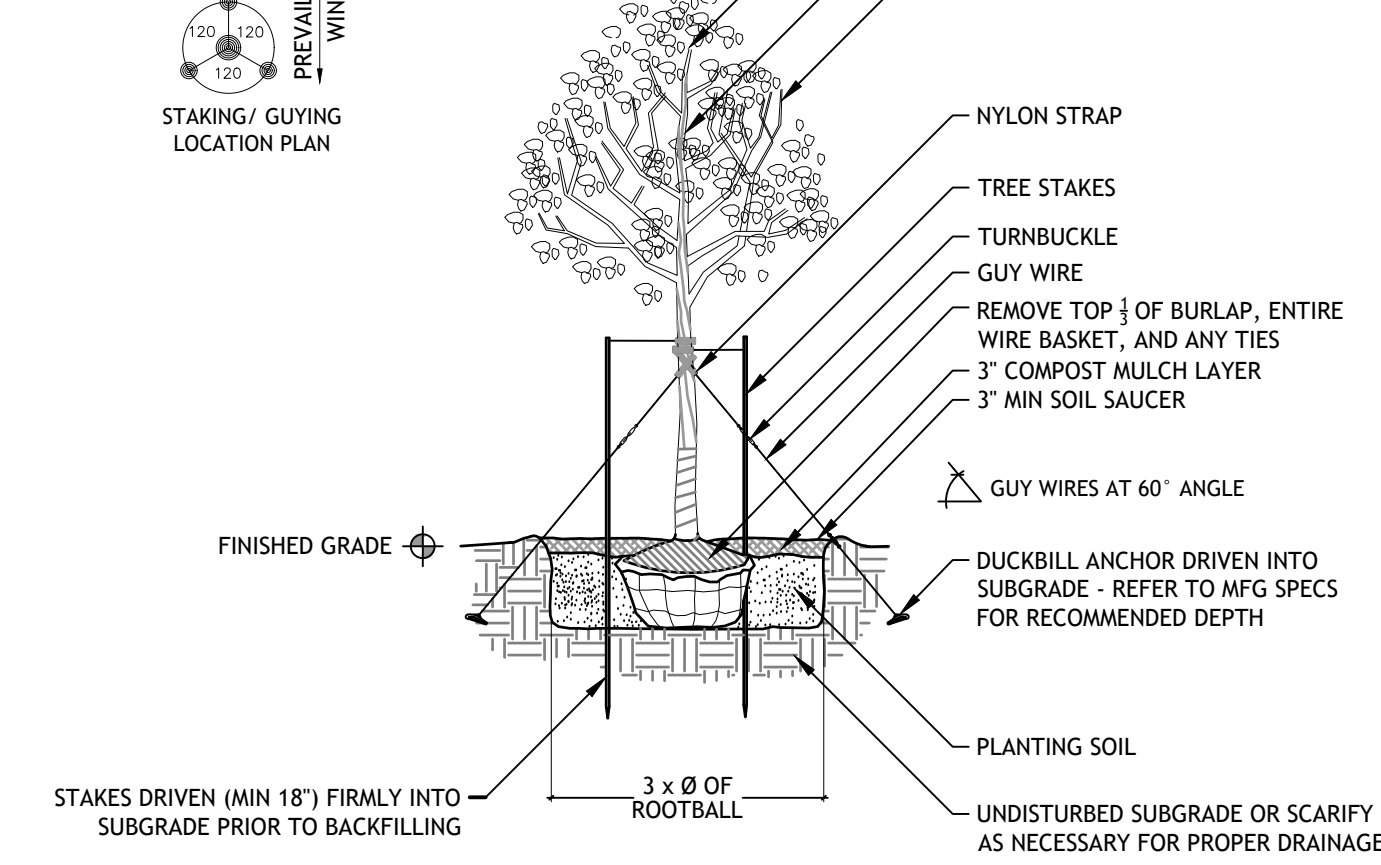
- NOTES:
1. PROVIDE DRIP IRRIGATION TO ALL PLANTERS.
2. STEEL FINISH TO MATCH ARCH. PROVIDE SAMPLES FOR DESIGN TEAM APPROVAL.
3. PROVIDE SHOP DRAWINGS FOR LANDSCAPE ARCHITECT REVIEW PRIOR TO FABRICATION.



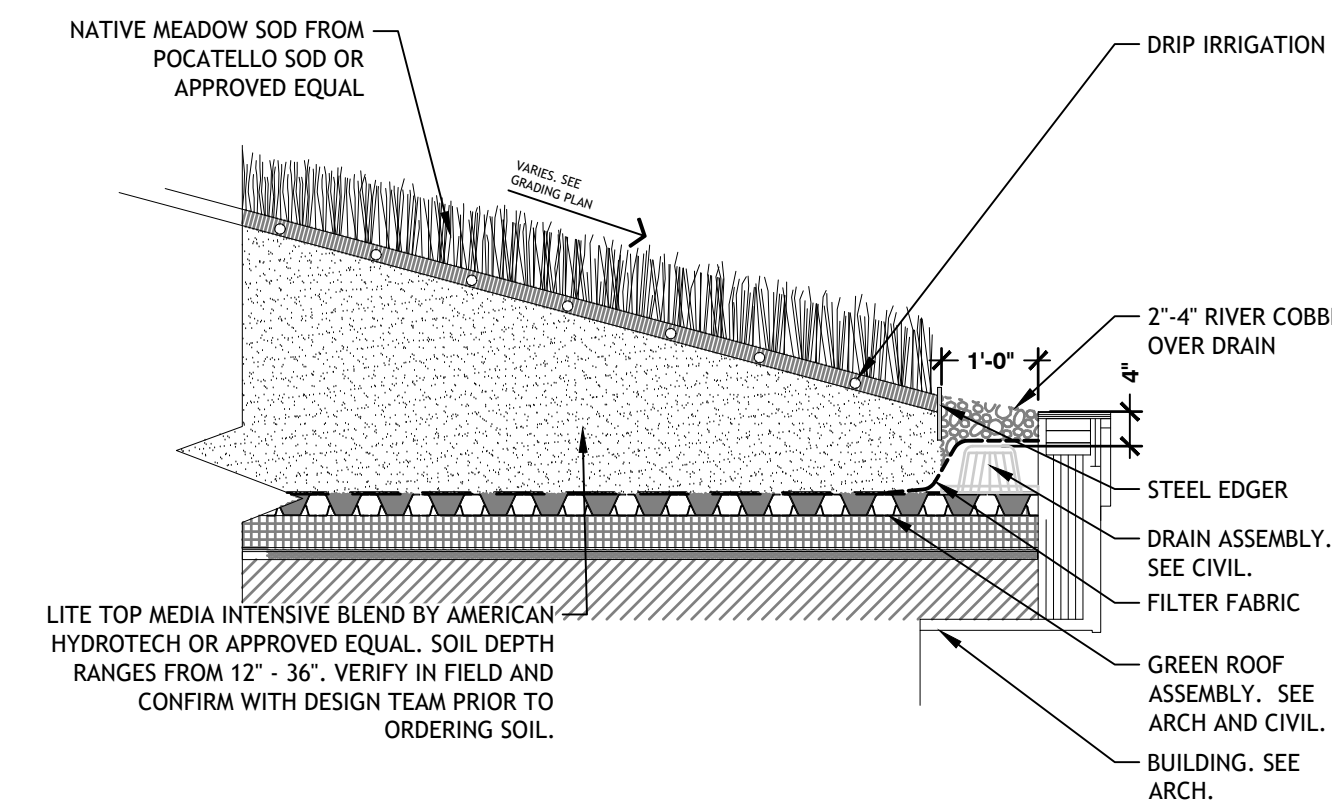
- NOTE:
1. SEE CIVIL DRAWINGS FOR SUBSURFACE DRAINAGE PLAN, INCLUDING DRY WELL LOCATIONS, PIPING ROUTES, AND CONNECTIONS.



- NOTES:
1. GUY ALL TREES 3" CAL AND OVER. STAKE ALL TREES UNDER 3" CAL.
2. PLANT TREE SO THAT ROOT FLARE IS EVEN WITH THE FINISHED GRADE.
3. SET STAKES VERTICAL AND AT SAME HEIGHT.

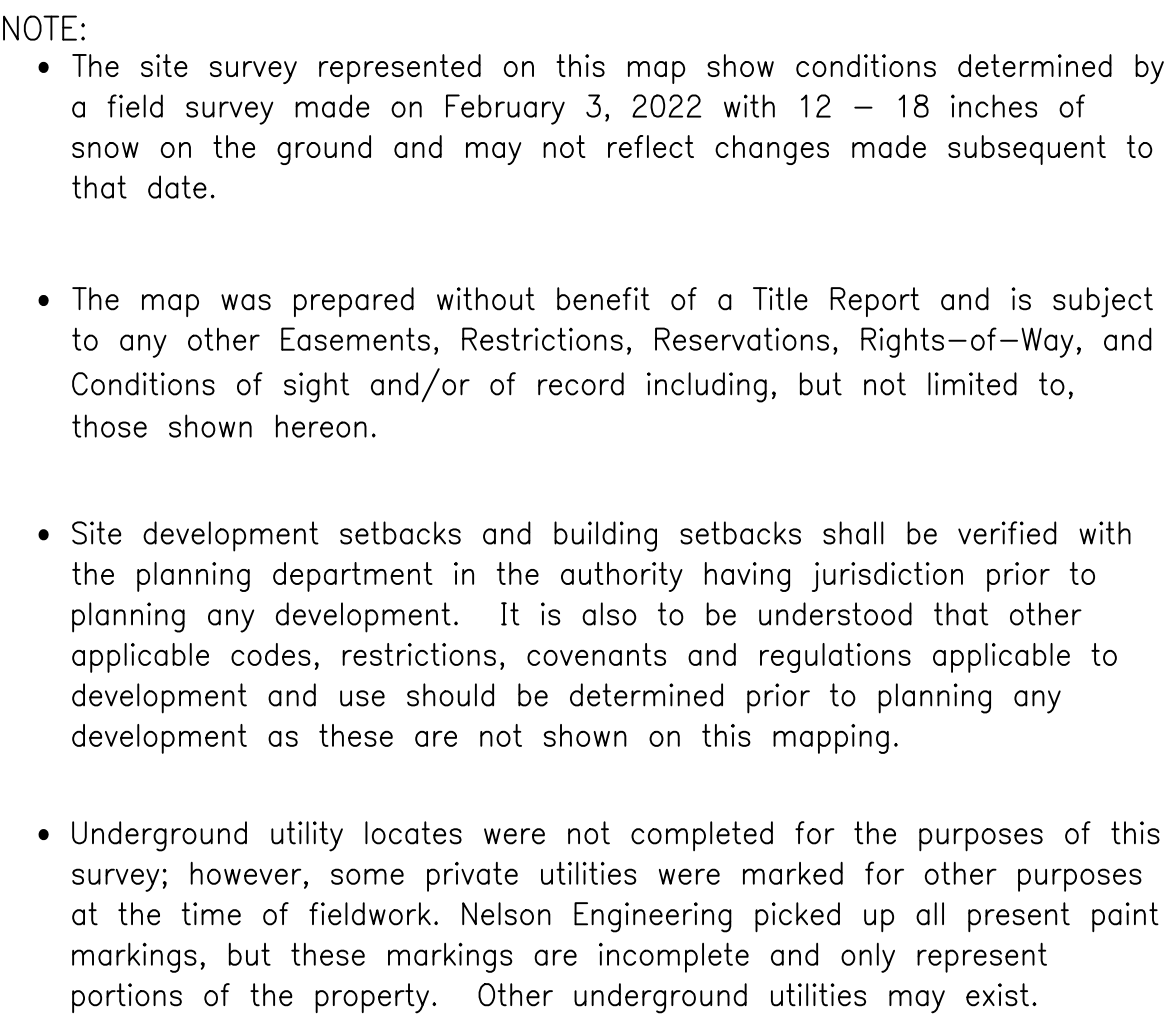


- NOTES:
1. VERIFY DEPTH AND QUANTITY OF SOIL IN FIELD PRIOR TO ORDERING.
2. INSTALL ALL MATERIALS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
3. VERIFY SOD SQUARE FOOTAGE IN FIELD PRIOR TO ORDERING. CONFIRM SOD SUPPLIER WITH LANDSCAPE ARCHITECT. INSTALL SOD PER GREEN ROOF MANUFACTURER'S INSTRUCTIONS.
4. SEE ARCH FOR ALL INFORMATION ON STRUCTURE, DRAINAGE AND GREEN ROOF ASSEMBLY.
5. PROVIDE DRIP IRRIGATION TO GREEN ROOF. ALL IRRIGATION ASSOCIATED WITH GREEN ROOF IS TO BE ON SEPARATE ZONE FROM OTHER PLANT MATERIALS.



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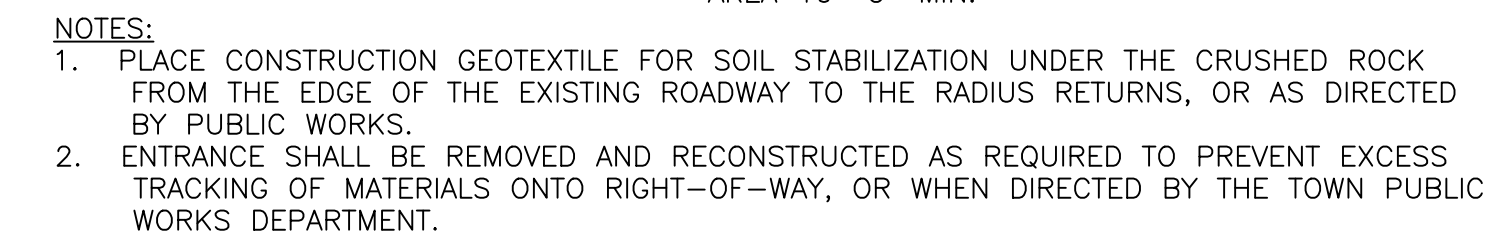
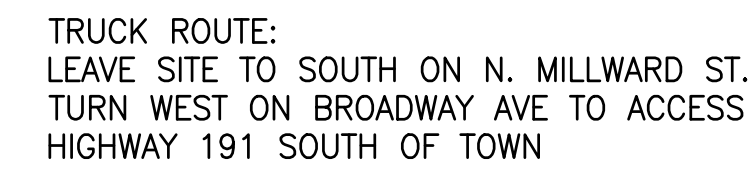
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Vertical datum based on NAVD88 (geoid12b),
derived from network gps observations.

	ISSUED DATE	ISSUED FOR
1	3/8/2023	FDP RESUBMITTAL

PROFESSIONAL SEAL

Drawing Name
EXISTING SITE PLAN



1
C1.1

CONSTRUCTION TRACK PAD DETAIL

N.T.S.

DEMOLITION NOTES

1. CONSTRUCTION ACTIVITIES SHALL OCCUR 2024/2025, DEMOLITION ACTIVITIES ARE SCHEDULED FOR MAY-JULY 2024.
2. CONTRACTOR SHALL INSTALL CONSTRUCTION ACCESS TRACK PAD AT THE CONSTRUCTION ENTRANCE, SEE DETAIL 1 THIS SHEET.
3. CONTRACTOR SHALL PREVENT TRACKING OF SOIL ONTO THE ROAD AND CLEAR ROAD OF ANY SOILS WHEN NECESSARY.
4. ALL EXISTING UTILITY SERVICES TO BE ABANDONED AT THE MAIN, OR CONNECTING MANHOLE/VAULT AS REQUIRED BY UTILITY PROVIDER. EXISTING UTILITIES WILL BE ABANDONED IN COORDINATION WITH THE UTILITY PROVIDER. EXISTING WATER AND SEWER SERVICES ARE SHOWN IN PLAN BASED ON THE TOWN OF JACKSON GIS. COORDINATION WITH TOJ PUBLIC WORKS WILL BE REQUIRED TO DETERMINE ABANDONMENT(CAPPING AND PLUGGING) REQUIREMENTS AND WHICH SERVICES ARE LIVE AND REQUIRE ABANDONMENT PRIOR TO CONSTRUCTION.
5. ASBESTOS CONTAINING MATERIALS MAY BE PRESENT. REFER TO TESTING REPORT.
6. SEE SHEET C2.0 FOR ENCRoACHMENT PERMIT REQUIREMENTS .
7. TEMPORARY CONSTRUCTION FENCING TO BE SCREENED PER TOWN OF JACKSON REQUIREMENTS
8. GATED ENTRY TO REMAINED CLOSED AT ALL TIMES EXCEPT WHEN CONSTRUCTION EQUIPMENT AND/OR DEMOLITION DEBRIS IS BEING MOVED IN OR TRUCKED OUT.



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1	3/8/2023	FDP RESUBMITTAL

PROFESSIONAL SEAL

Project
Millward Street Apartments

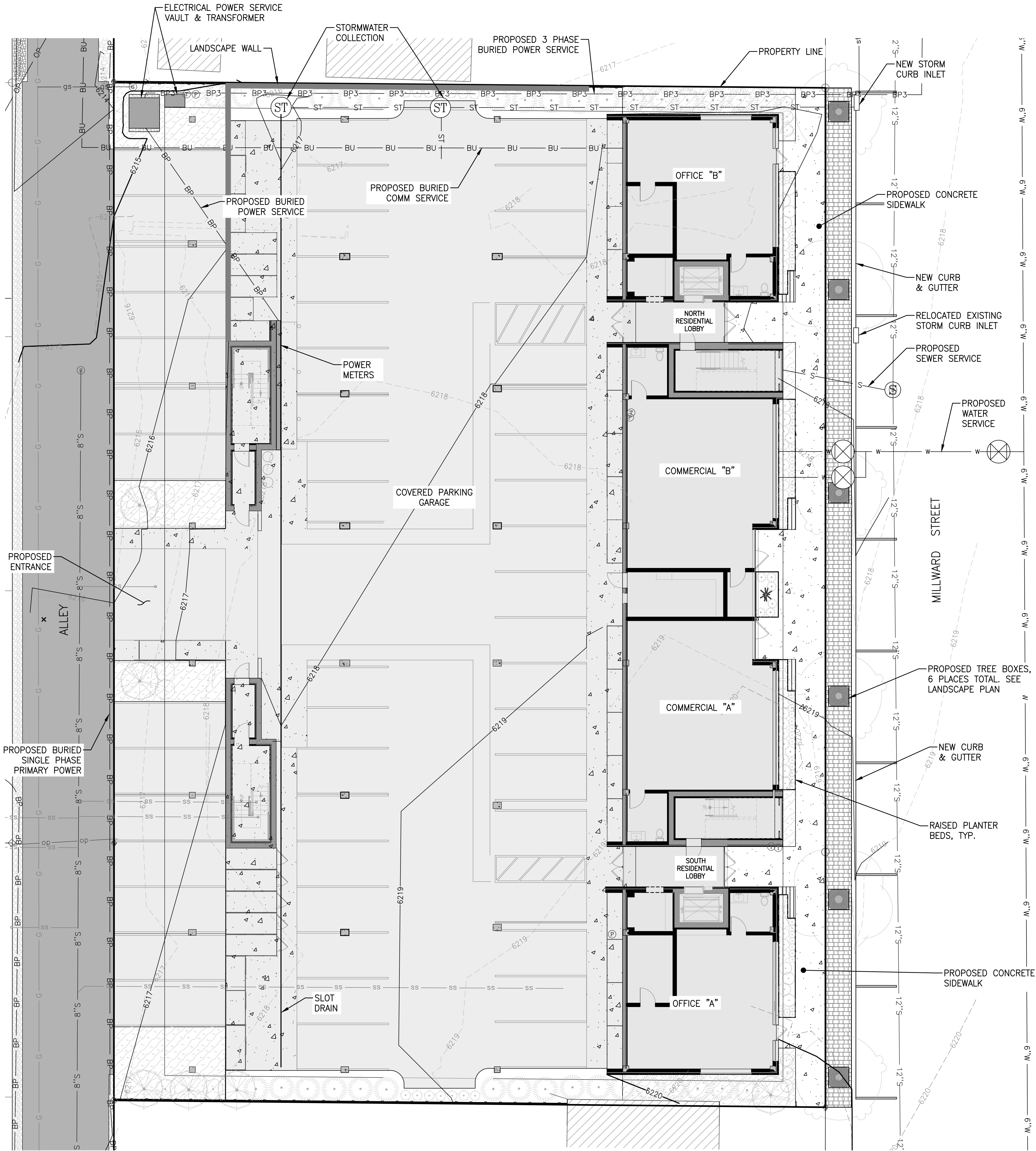
245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No.	22-020-02
Drawer	Drawn By	BRADEN OLSON
Checker	Checked By	JOSH KILPATRICK

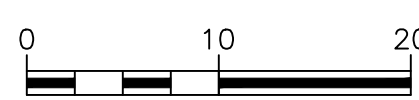
Discipline	Drawing No.
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C1.1

Drawing Name
DEMO SITE PLAN



FINAL SITE PLAN



SITE CONSTRUCTION NOTES & SPECIFICATIONS

- CAUTION:** UNDERGROUND UTILITY LOCATIONS ARE NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES (WHETHER FUNCTIONAL OR ABANDONED) WITHIN THE PROJECT AREA ARE SHOWN ON THESE CONSTRUCTION DRAWINGS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES BEFORE STARTING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM CONTRACTORS WORK.
- ALL SITE WORK SHALL BE DONE IN ACCORDANCE WITH WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS (WPWSS) 2015 EDITION AND THESE PLANS.
 - CONTRACTOR REQUIRED TO COMPLY WITH WDEQ PERMITTING REQUIREMENTS FOR DISCHARGE ASSOCIATED WITH CONSTRUCTION.
 - STOCKPILED MATERIAL WILL BE STORED WITHIN THE PROJECT SITE OR OTHER APPROVED LOCATION OFFSITE PROCURED BY CONTRACTOR.
 - ENTRANCE, SIDEWALK, CURB AND GUTTER CONSTRUCTION SHALL CONFORM TO TOJ AND ADA STANDARDS. REPLACEMENT MATERIALS WITHIN THE TOJ ROW SHALL COMPLY WITH TOJ STANDARD DETAILS.
 - IN ACCORDANCE WITH C4.0, INSTALL EROSION CONTROL MEASURES PRIOR TO COMMENCING WITH LAND DISTURBING ACTIVITIES AND MAINTAIN THE DEVICES DURING CONSTRUCTION. IF NECESSARY THE CONTRACTOR SHOULD INSTALL AND MAINTAIN ADDITIONAL EROSION CONTROL MEASURES TO ENSURE THE SITE IS STABILIZED DURING CONSTRUCTION.
 - SEE LANDSCAPE PLANS FOR PLANTING AND HARDSCAPE REQUIREMENTS.
 - CONTRACTOR MUST HAVE A WEED CONTROL PLAN PREPARED BY TETON COUNTY WEED AND PEST OR OTHER WEED SPECIALIST AND IMPLEMENT THE PLAN THROUGHOUT CONSTRUCTION. SEE NOTES THIS SHEET FOR WEED MANAGEMENT REQUIREMENTS.
 - CONSTRUCTION ACTIVITIES SHALL OCCUR 2024/2025. DEMOLITION ACTIVITIES ARE SCHEDULED FOR MAY-JULY 2024.
 - CONTRACTOR SHOULD COORDINATE THE INSTALLATION OF WIRE UTILITY SERVICES WITH UTILITY PROVIDERS AND ARRANGE INSTALLATION AND SERVICE CONTRACTS.
 - A GEOTECHNICAL REPORT WAS COMPLETED. CONTRACTOR SHALL FOLLOW RECOMMENDATIONS FOR FOUNDATION SOILS PREPARATION, FOUNDATION DRAIN PLACEMENT, FOUNDATION BACKFILL, ACCESS/PARKING CONSTRUCTION, AND OTHER SOIL PREPARATION FOR SLABS AND UTILITIES.
 - CONTRACTOR SHALL HAVE ALL PERMANENT REFERENCE MONUMENTS AND PROPERTY CORNERS VERIFIED AND IF NECESSARY RE-ESTABLISHED BY A LICENSED SURVEYOR AFTER COMPLETION OF CONSTRUCTION.
 - A TOJ ENCROACHMENT PERMIT WILL BE REQUIRED. PERMIT MUST BE SUBMITTED TO TOWN OF JACKSON PRIOR TO ANY WORK IN RIGHT-OF-WAY

TETON COUNTY WEED AND PEST MANAGEMENT STRATEGIES

PRE-CONSTRUCTION MANAGEMENT STRATEGIES TO BE PERFORMED BY CONTRACTOR:

- PRIOR TO CONSTRUCTION, CONTRACTOR SHALL CONTACT THE TETON COUNTY WEED & PEST, OR OTHER QUALIFIED PROFESSIONAL, TO CONDUCT A SITE SPECIFIC INVENTORY OF INVASIVE SPECIES AND CREATE A SPECIES SPECIFIC MANAGEMENT PLAN IN ACCORDANCE WITH TETON COUNTY LDR 5.7.2.

ACTIVE CONSTRUCTION MANAGEMENT STRATEGIES TO BE PERFORMED BY CONTRACTOR:

- ALL CONSTRUCTION EQUIPMENT TO BE CLEANED PRIOR TO ENTERING THE SITE.
- SOIL STOCKPILES TO BE ROUTINELY CHECKED AND TREATED FOR INVASIVE SPECIES.
- DISTURBANCE OUTSIDE OF THE CONSTRUCTION ZONE AND IN AREAS WHERE INVASIVE SPECIES ARE PRESENT SHALL BE MINIMIZED.
- ALL AREAS OUTSIDE OF THE CONSTRUCTION ZONE SHALL BE KEPT ON ACTIVE MANAGEMENT USING THE CONTROL METHODS PRESCRIBED IN THE SPECIES SPECIFIC MANAGEMENT PLAN CREATED PRIOR TO CONSTRUCTION. THIS AREA SHALL BE MONITORED AND TREATED AT LEAST TWICE EACH GROWING SEASON.

POST-CONSTRUCTION MANAGEMENT STRATEGIES TO BE PERFORMED BY CONTRACTOR:

- RE-VEGETATION TO OCCUR IMMEDIATELY AFTER CONSTRUCTION IS COMPLETE TO PREVENT THE ESTABLISHMENT OF INVASIVE SPECIES IN DISTURBED AREAS.
- NURSERY STOCK SHALL BE IN ACCORDANCE WITH W.S. 11-9-101 - 109 (WYOMING NURSERY STOCK LAW), ACCOMPANIED BY A VALID HEALTH CERTIFICATE, AND ACQUIRED THROUGH A DEALER LICENSED BY THE WYOMING DEPARTMENT OF AGRICULTURE. SEEDS SHALL BE IN ACCORDANCE WITH W.S. 11-12-101 - 125 (WYOMING SEED LAW), CERTIFIED WEED FREE, AND ACQUIRED THROUGH A DEALER LICENSED BY THE WYOMING DEPARTMENT OF AGRICULTURE.
- CERTIFIED WEED FREE STRAW, GRAVEL, AND SOIL SHALL BE UTILIZED WHERE POSSIBLE.
- TOWP TO BE CONTACTED TO CREATE A POST-CONSTRUCTION INVENTORY.

ISSUED DATE	ISSUED FOR
1 3/8/2023	FDP RESUBMITTAL

PROFESSIONAL SEAL

Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No. 22-020-02
Drawer	Drawn By BRADEN OLSON
Checker	Checked By JOSH KILPATRICK
Discipline	Drawing No.

C2.0

Drawing Name
FINAL SITE PLAN

CONNECT TO EXISTING COMM
PEDESTAL. COORDINATE LOCATION
OF BURIED COMM LINE TO THE
BUILDING WITH UTILITY PROVIDER

INSTALL CONTECH CASCADE SEPARATOR
WITH DRAIN INLET PER SHEET C3.5
RIM ELEV=6216.9'±
INVERT OUT ELEV=6214.9'±

INSTALL 30-LF 6"Ø PVC
STORM SEWER @ MIN
0.5% SLOPE PER DETAIL
STM-100/C3.4

INSTALL STORM SEWER MANHOLE
WITH SOLID LID PER DETAIL 1/C3.4
RIM ELEV=6217.25'±
INVERT IN=6214.75'±
INVERT OUT ELEV=6214.65'±
MH OPEN BOTTOM ELEV=6208.65'±

INSTALL 80-LF 10"Ø PVC STORM
SEWER @ MIN 0.5% SLOPE PER
DETAIL STM-100/C3.4

PROPERTY BOUNDARY

INSTALL STORM CURB INLET PER DETAIL
STM-101/C3.4. CONNECT TO EXISTING STORM
SEWER MAIN. CONTRACTOR TO VERIFY INVERT
ELEVATION PRIOR TO INSTALLATION
RIM ELEV=6217.43'±
INVERT ELEV=6214.25'±

ASPHALT REPLACEMENT
SEE ST-118/C4.0 FOR
PATCHING DETAIL

INSTALL STORM CURB INLET PER DETAIL
STM-101/C3.4. CONNECT TO EXISTING STORM
SEWER MAIN. CONTRACTOR TO VERIFY INVERT
ELEVATION PRIOR TO INSTALLATION
RIM ELEV=6217.22'±
INVERT ELEV=6214.5'±

INSTALL 6"Ø PVC SEWER MAIN @ MIN
1% SLOPE FROM BUILDING TO EXISTING
MANHOLE PER DETAIL SS-100/C3.3

CONNECT TO EXISTING MANHOLE
PER DETAIL 1/C3.3
INVERT ELEVATION = 6205.7'±

INSTALL NEW 6" GATE
VALVE AND VALVE BOX
PER DETAIL 5/C3.2

HOT TAP EXISTING WATERLINE
TO MAINTAIN SERVICE PER
DETAIL W-118/C3.2

ASPHALT REPLACEMENT
SEE ST-118/C4.0 FOR
PATCHING DETAIL

INSTALL 50-LF± 6"Ø DI WATER
MAIN PER DETAIL W-100/C3.2

ASPHALT REPLACEMENT
SEE ST-118/C4.0 FOR
PATCHING DETAIL

INSTALL PRIMARY SINGLE PHASE
BURIED POWER PER SHEET C3.1.
(REPLACES EXISTING OVERHEAD)

SECONDARY BURIED
POWER. SEE SHEET C3.1

METER BANKS AND
DISCONNECTS. SEE
ELECTRICAL PLANS

DIRECT BUILDING ROOF DRAINS TO
MANHOLE, COORDINATE WITH MECHANICAL

INSTALL 155-LF BURIED COMM WIRE
TO BUILDING PER DETAIL 1/C3.1,
COORDINATE WITH UTILITY PROVIDER

COORDINATE WITH MECHANICAL SEWER
CONNECTION AT FOUNDATION WALL

INSTALL 4"Ø DI GATE VALVE FOR
POTABLE, AND 6"Ø DI GATE VALVE FOR
FIRE SUPPLY. PROPER BACKFLOW
PREVENTION SHALL BE INSTALLED INSIDE
THE BUILDING. SEE DETAILS SHEET C3.2

2" WATER METER TO BE INSTALLED
INTERIOR OF BUILDING ON
DOMESTIC AND IRRIGATION WATER
LINE. SEE DETAIL 1, 2, & 3/C3.2

ALLEY

MILLWARD STREET

SEE POWER
SITE PLAN
SHEET C3.1
FOR ALL
PRIMARY AND
SECONDARY
POWER
RELOCATION
INSTALLATION

UTILITY SITE PLAN

0 10 20



CONTRACTOR NOTE:

CAUTION: UNDERGROUND UTILITY LOCATIONS ARE NOT GUARANTEED, NOR IS THERE
ANY GUARANTEE THAT ALL EXISTING UTILITIES (WHETHER FUNCTIONAL OR
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BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM CONTRACTORS WORK.

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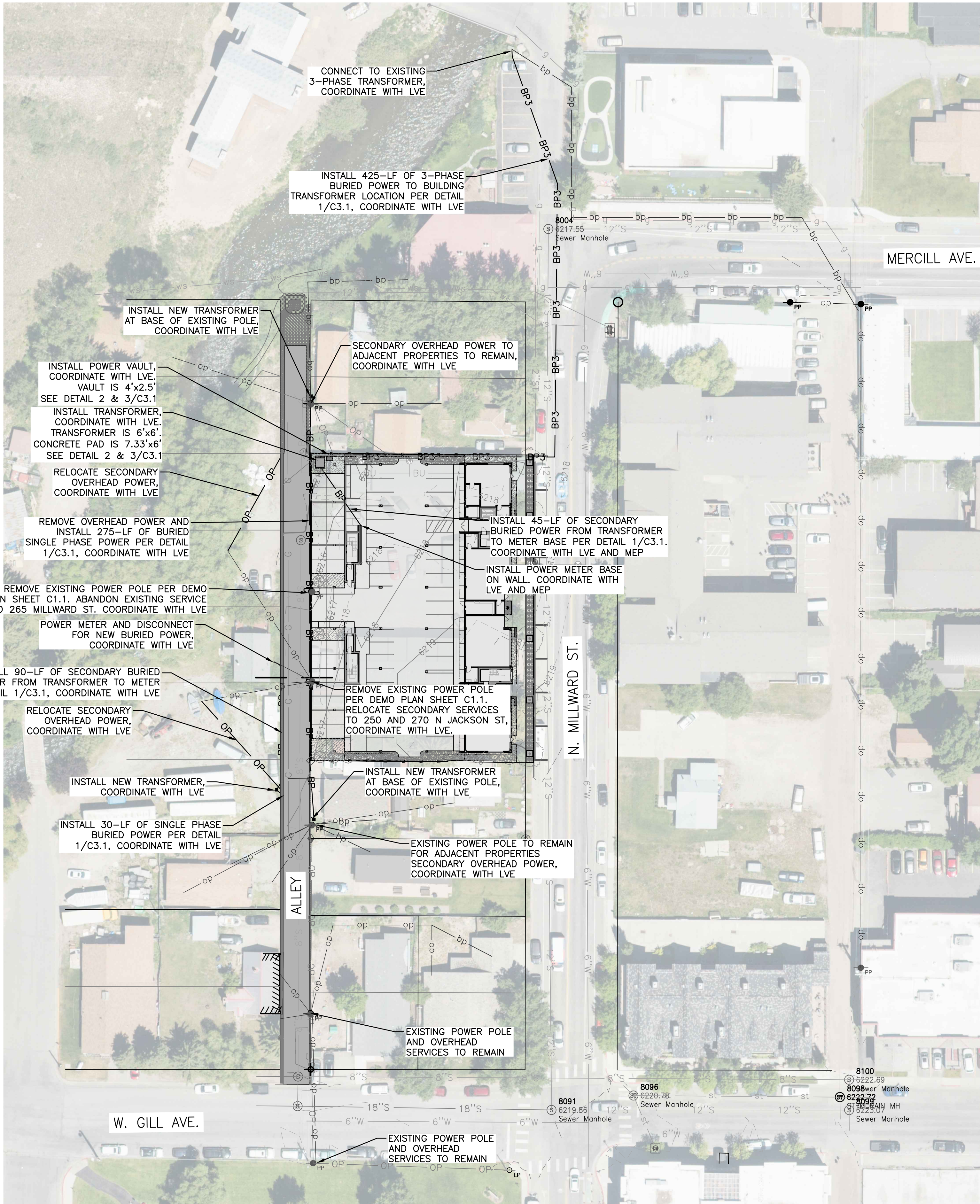
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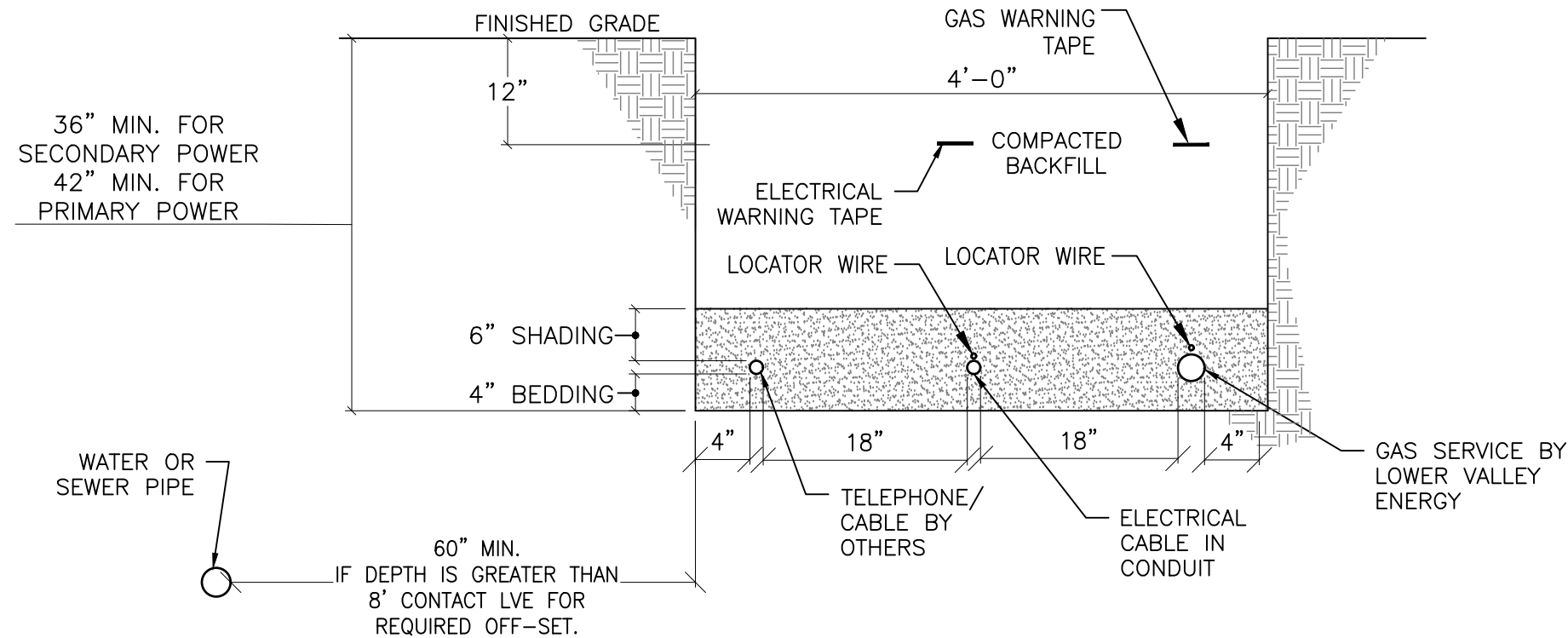
C3.0

Drawing Name
UTILITY SITE PLAN

S:\Projects\2024\045 - 265 N Millard St. Vantage Reading - Gensler & Associates LLP\Drawings\POWER SITE PLAN - 045 - 265 N Millard St. Vantage Reading - Gensler & Associates LLP.dwg
DATE: 04/08/2024
TIME: 10:28 AM
USER: JRO
PLOTTER: HP DesignJet 2445
PLOT SCALE: 1/8" = 1'-0"



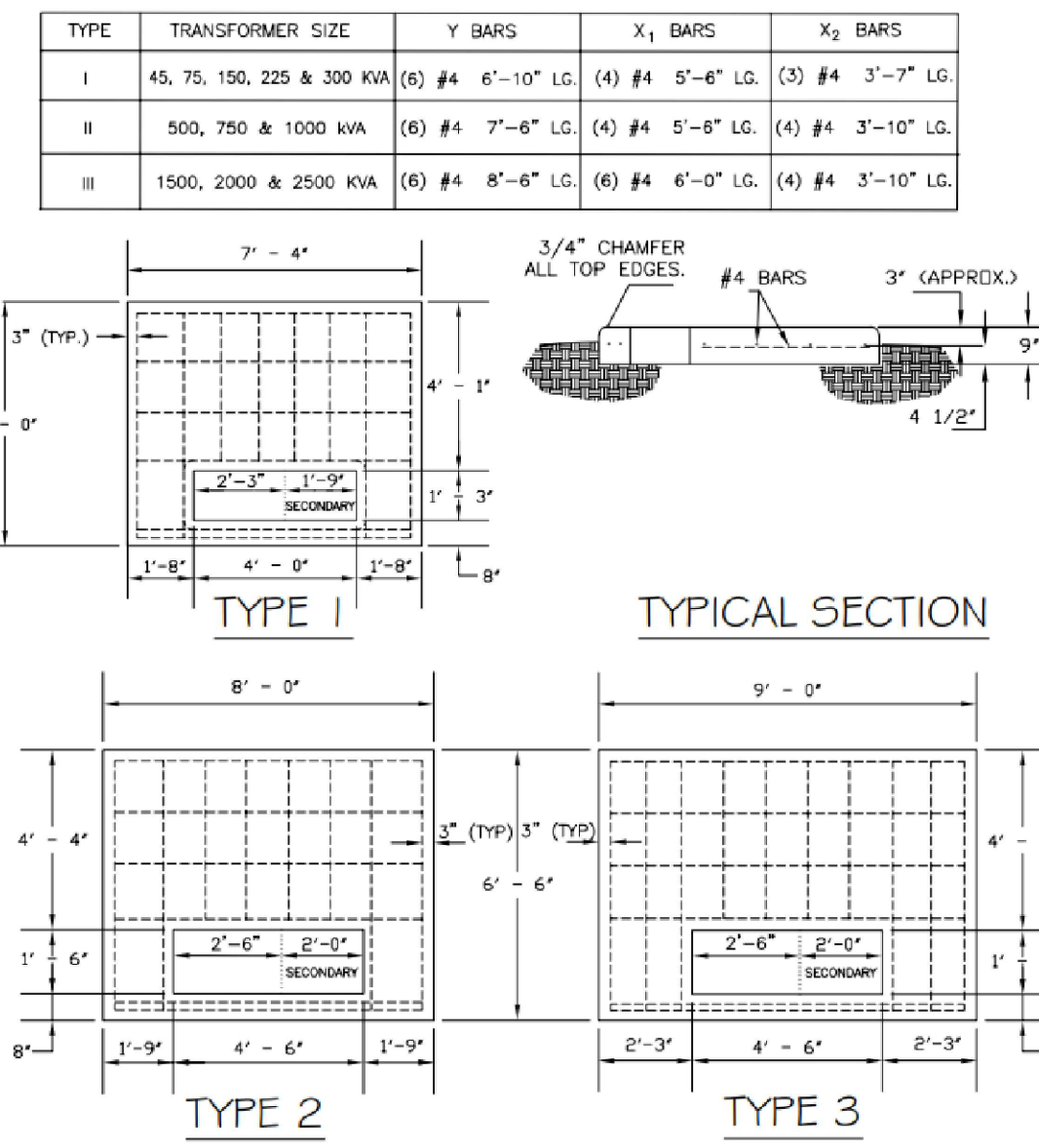
POWER SITE PLAN



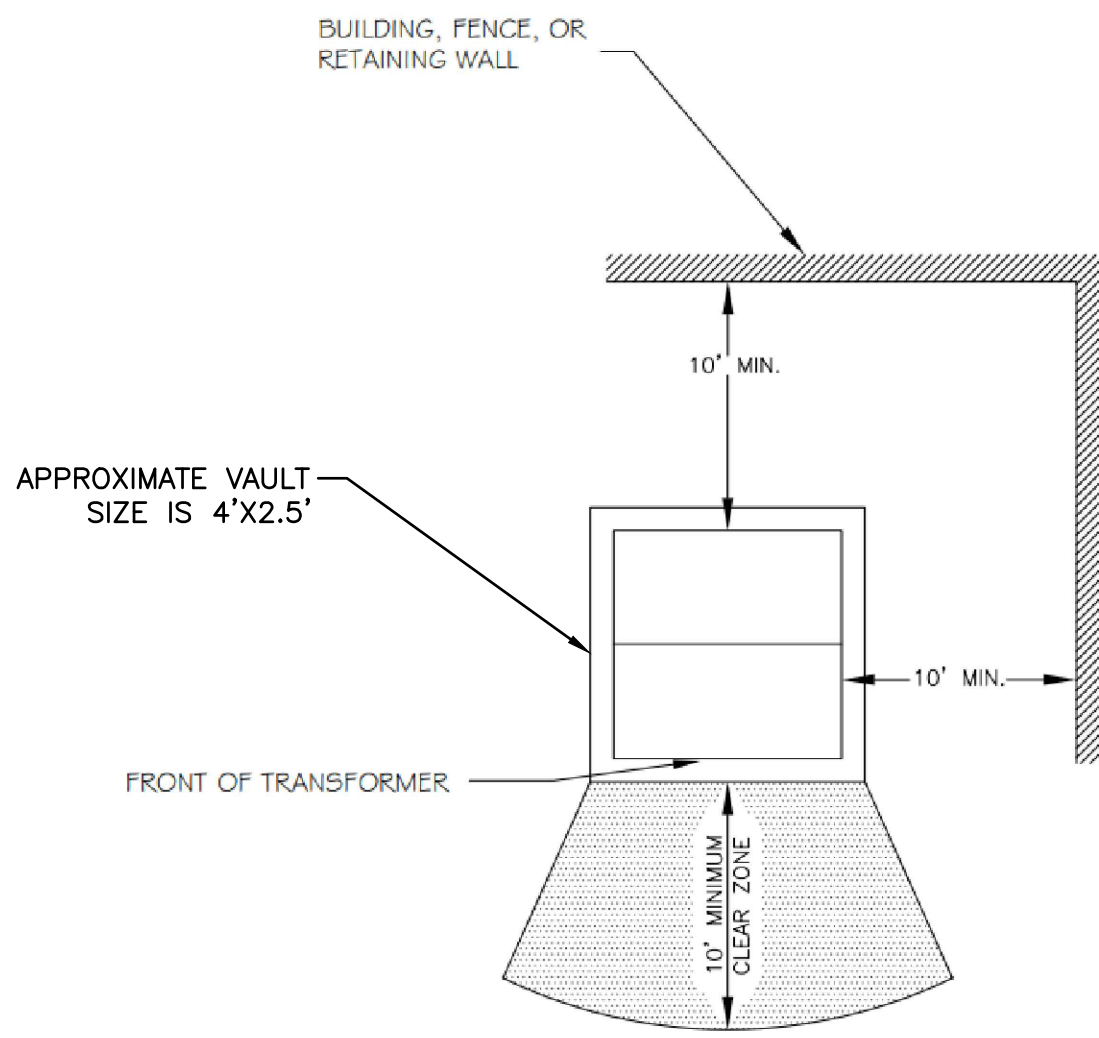
- NOTES:
1. WHEN ELECTRICAL CONDUCTORS CROSS OVER OR UNDER WATER AND/OR SEWER PIPES THERE SHALL BE A MINIMUM OF 12" VERTICAL SEPARATION. IN ADDITION, THE ELECTRICAL CONDUCTORS SHALL BE PROTECTED WITH NOT LESS THAN 48" OF SUITABLE PVC OR RIGID STEEL CONDUIT WITH NO LESS THAN 24" ON EITHER SIDE OF THE CROSSING.
 2. CONSUMER INSTALLED CONDUIT MUST BE INSPECTED PRIOR TO BACKFILLING. IF NOT INSPECTED, TRENCH MAY BE REJECTED.
 3. ALL TRENCHES ARE TO BE INSPECTED PRIOR TO BACKFILLING.
 4. 18" SEPARATION MUST BE OBTAINED BETWEEN PE GAS PIPE AND POWER CABLE OR TRENCH WILL BE REJECTED.
 5. BEDDING AND SHADING MATERIAL MUST BE SMOOTH, FREE OF ROCKS, AND MUST BE ABLE TO SIFT THROUGH A 1/4" SCREEN (SAND RECOMMENDED).

1
C3.1 MIXED UTILITY TRENCH & SPACING REQUIREMENTS
SCALE: NTS

- NOTES:
- CONCRETE TO HAVE 3000 PSI COMPRESSIVE STRENGTH AT 28 DAYS
 - PVC CONDUIT SHALL BE PROVIDED FOR PRIMARY AND SECONDARY CONDUCTORS AND STUBBED OUT FROM TRANSFORMER PAD
 - BOLLARDS SHALL BE PLACED AT ALL TRANSFORMER PAD CORNERS SUBJECT TO VEHICULAR TRAFFIC



2
C3.1 3 PHASE TRANSFORMER PAD DETAIL
SCALE: NTS



- NOTES:
- NO OBSTRUCTIONS ALLOWED OVER TRANSFORMER.
 - NO FOLIAGE ALLOWED WITHIN 10' OF DOOR OPENING.
 - REQUIRED CLEARANCES MAY BE INCREASED OR REDUCED AT LVE DISCRETION.

3
C3.1 MINIMUM VAULT AND TRANSFORMER CLEARANCE DETAIL
SCALE: NTS

ISSUED DATE	ISSUED FOR
1 3/8/2023	FDP RESUBMITTAL

PROFESSIONAL SEAL

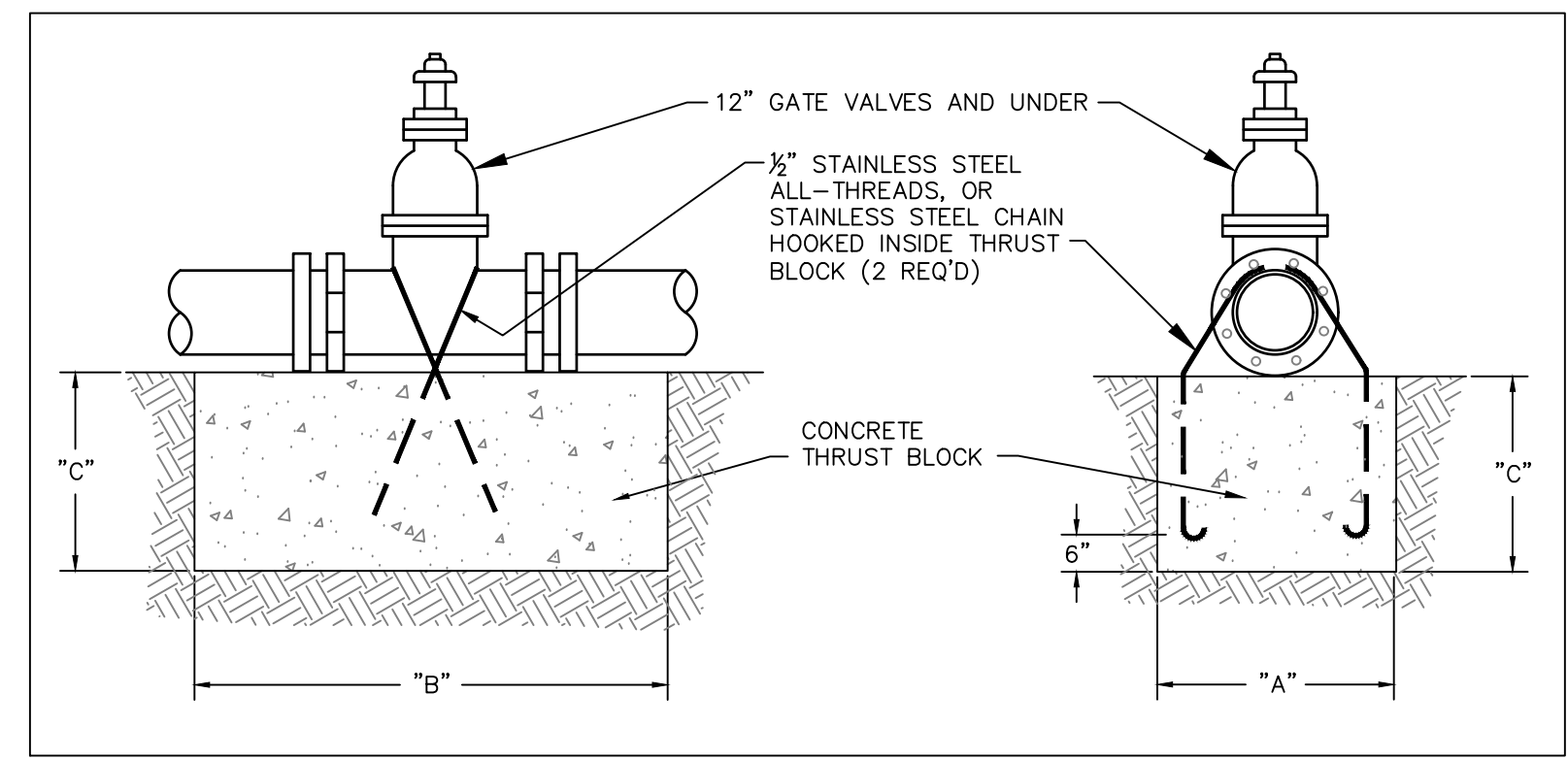
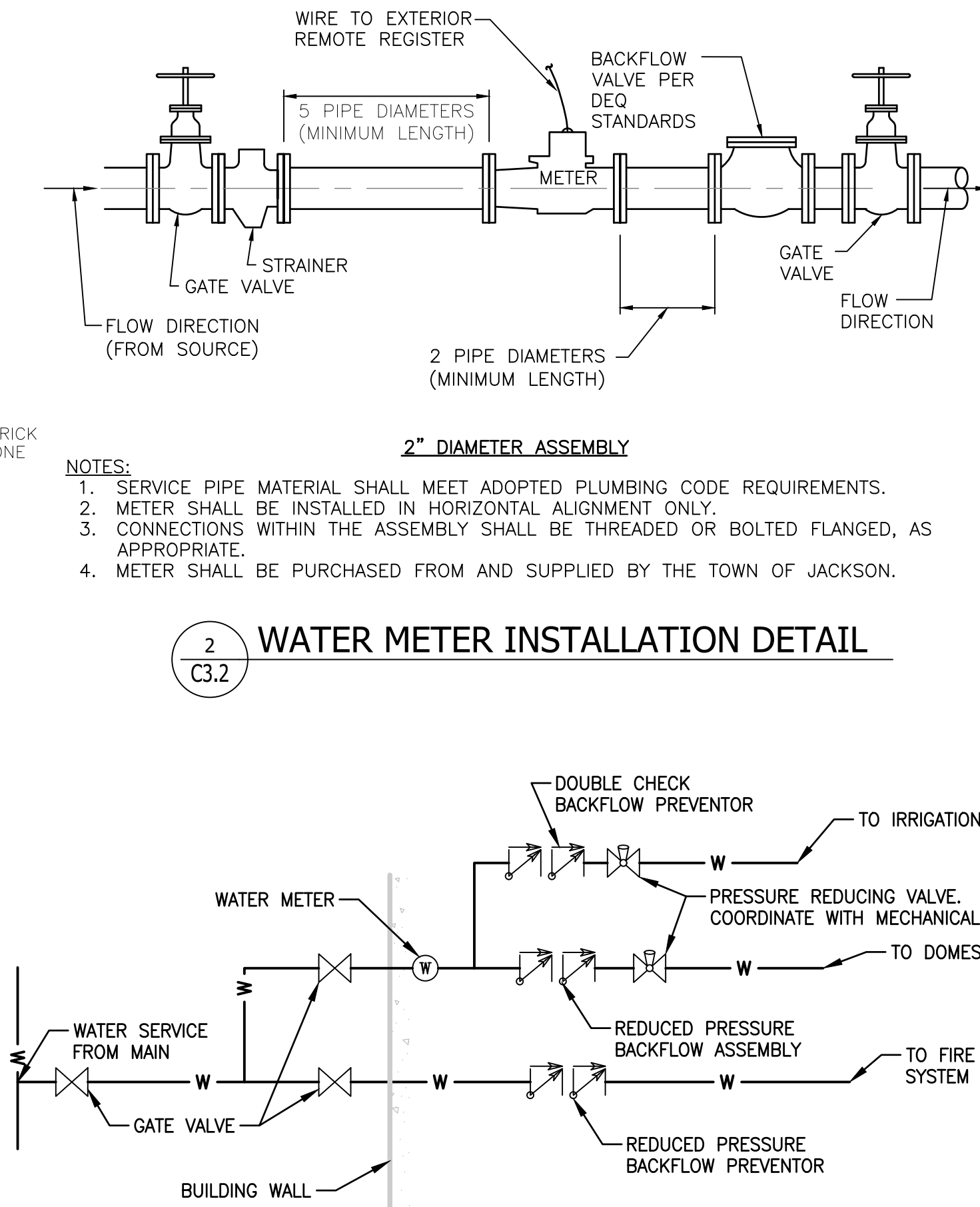
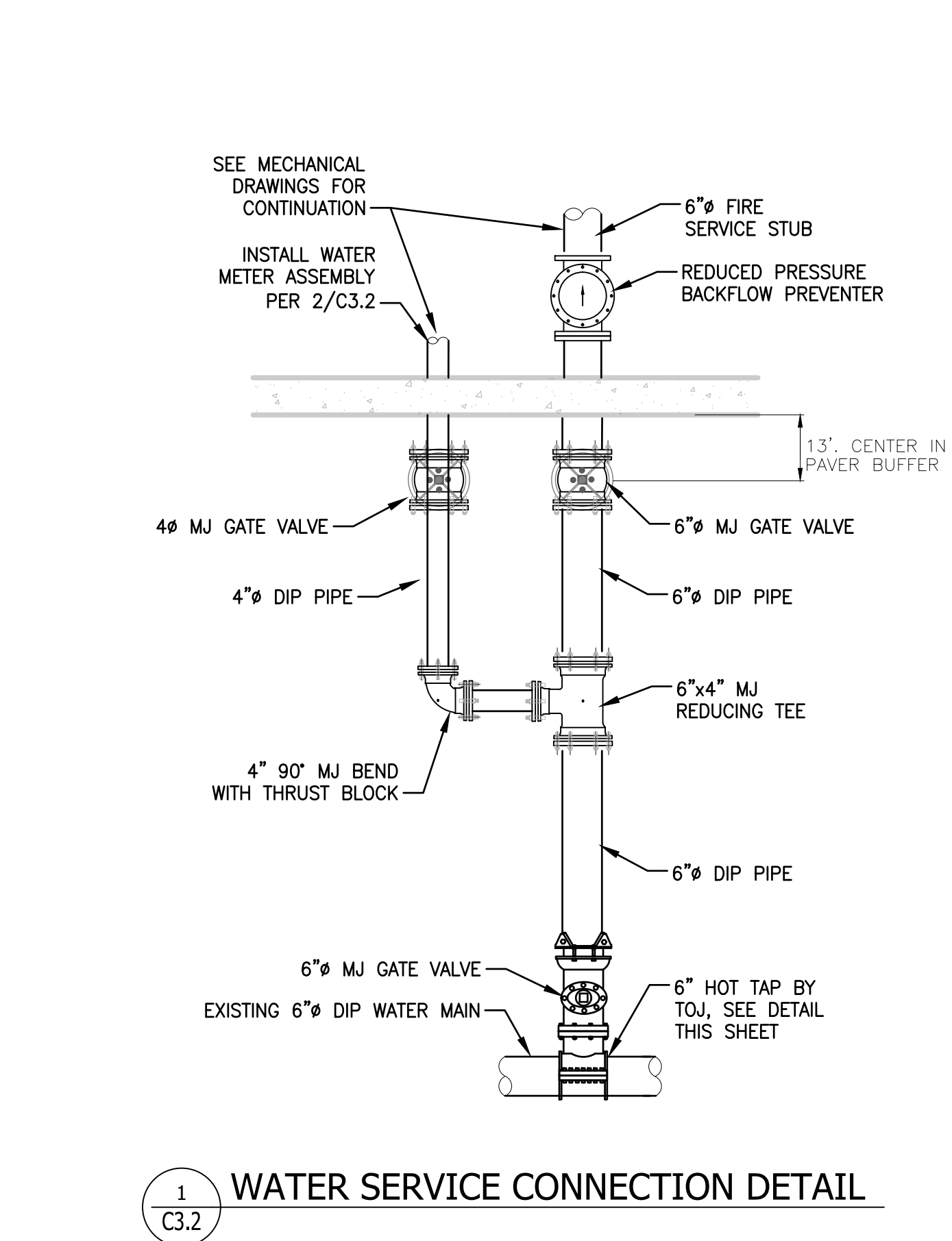
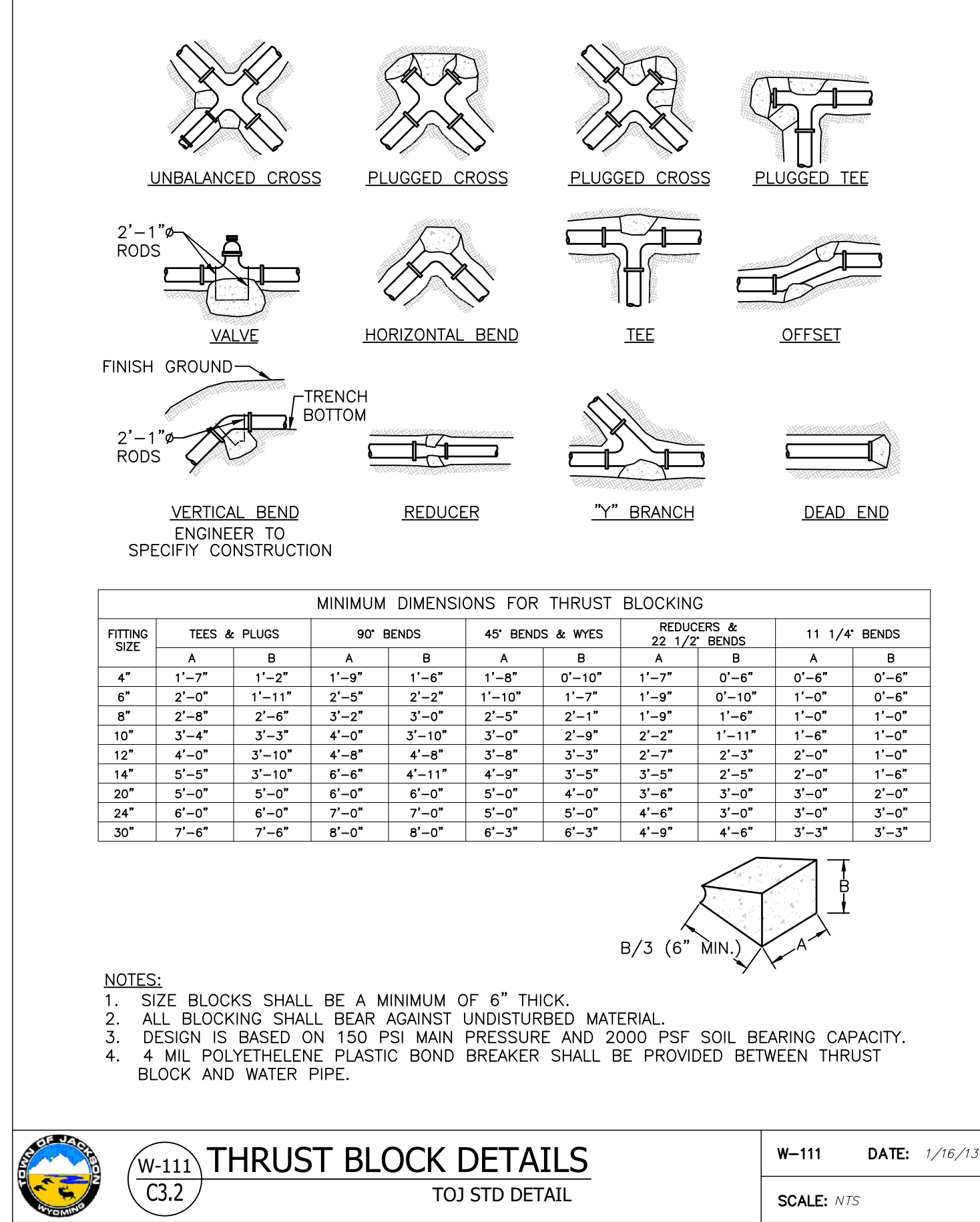
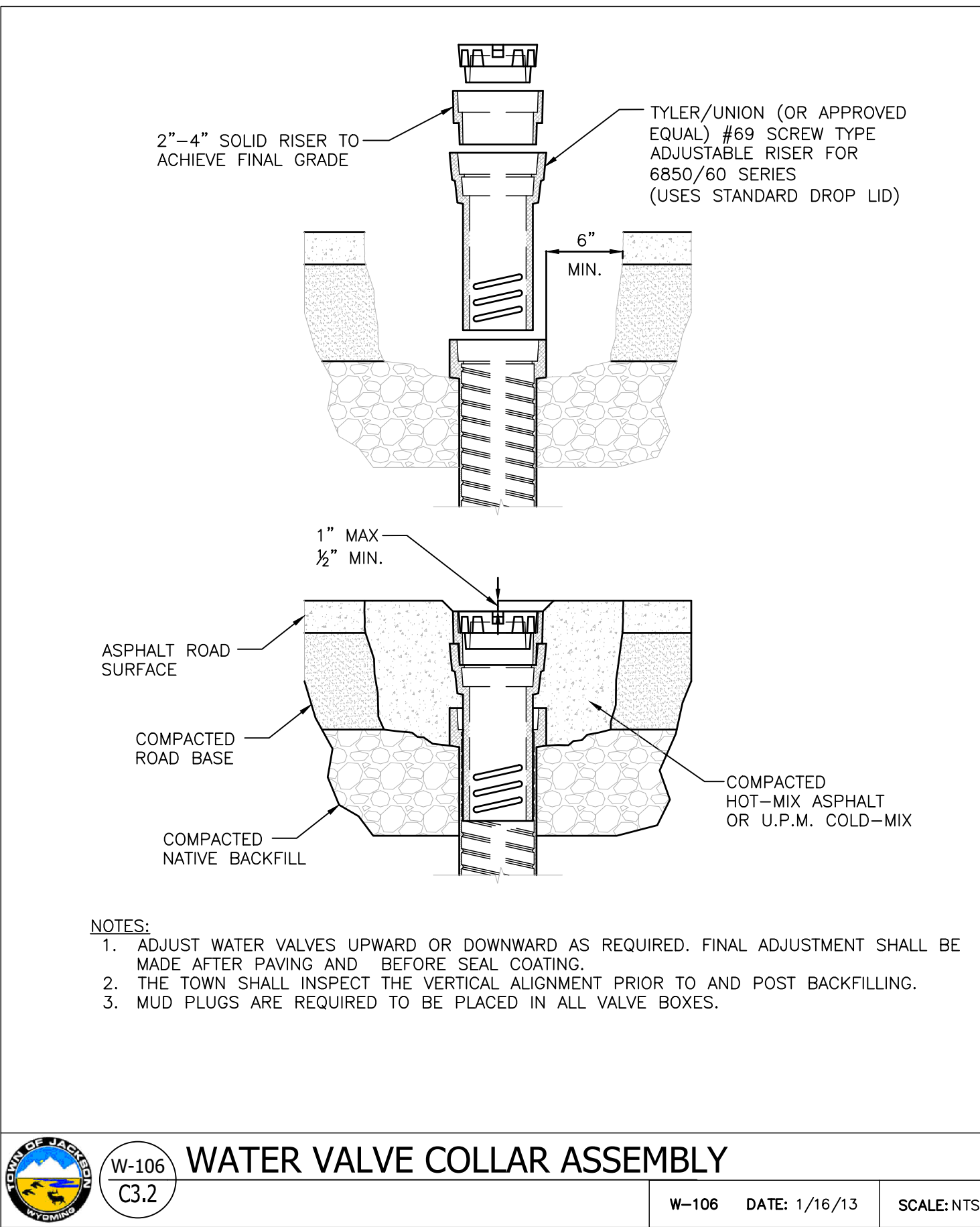
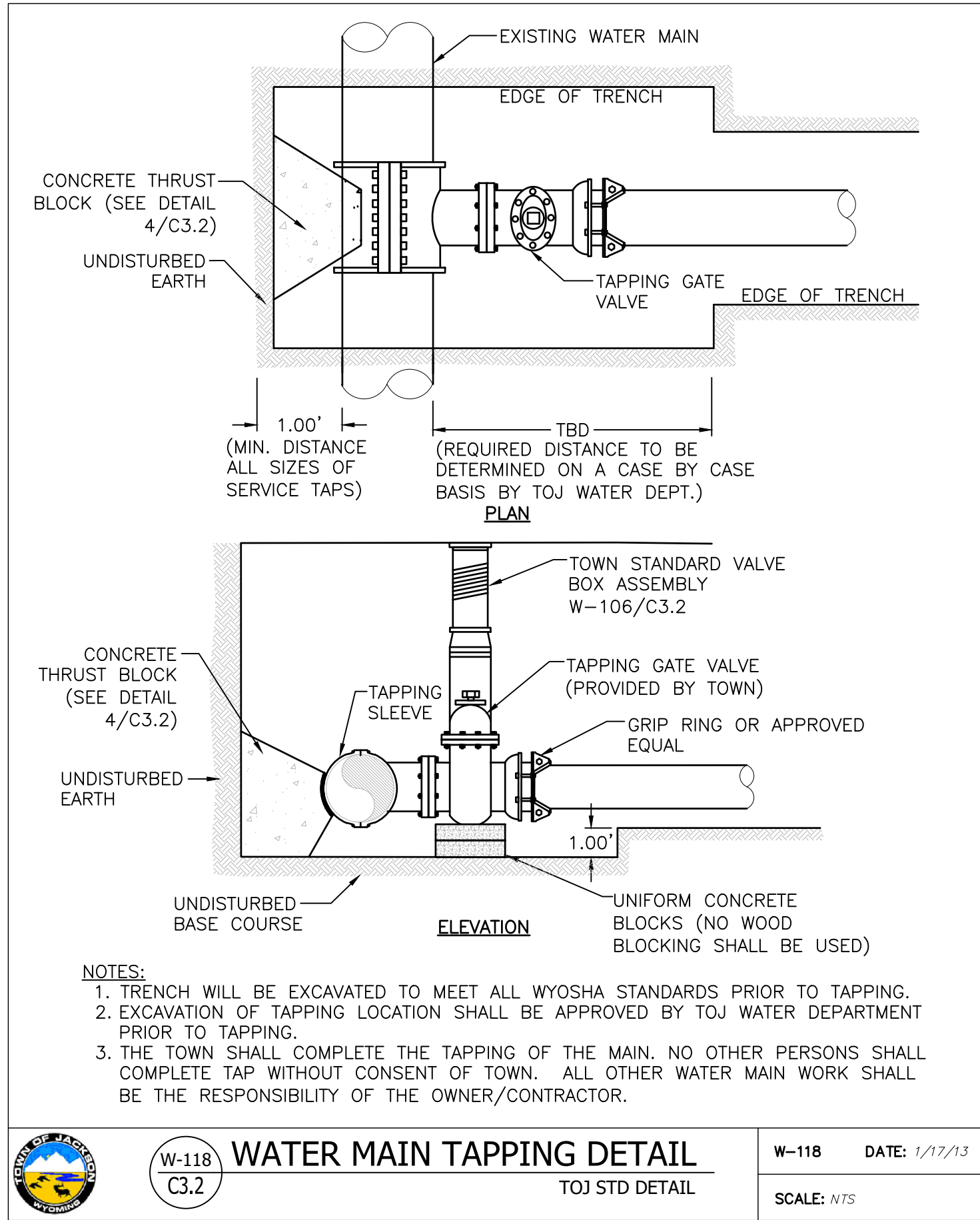
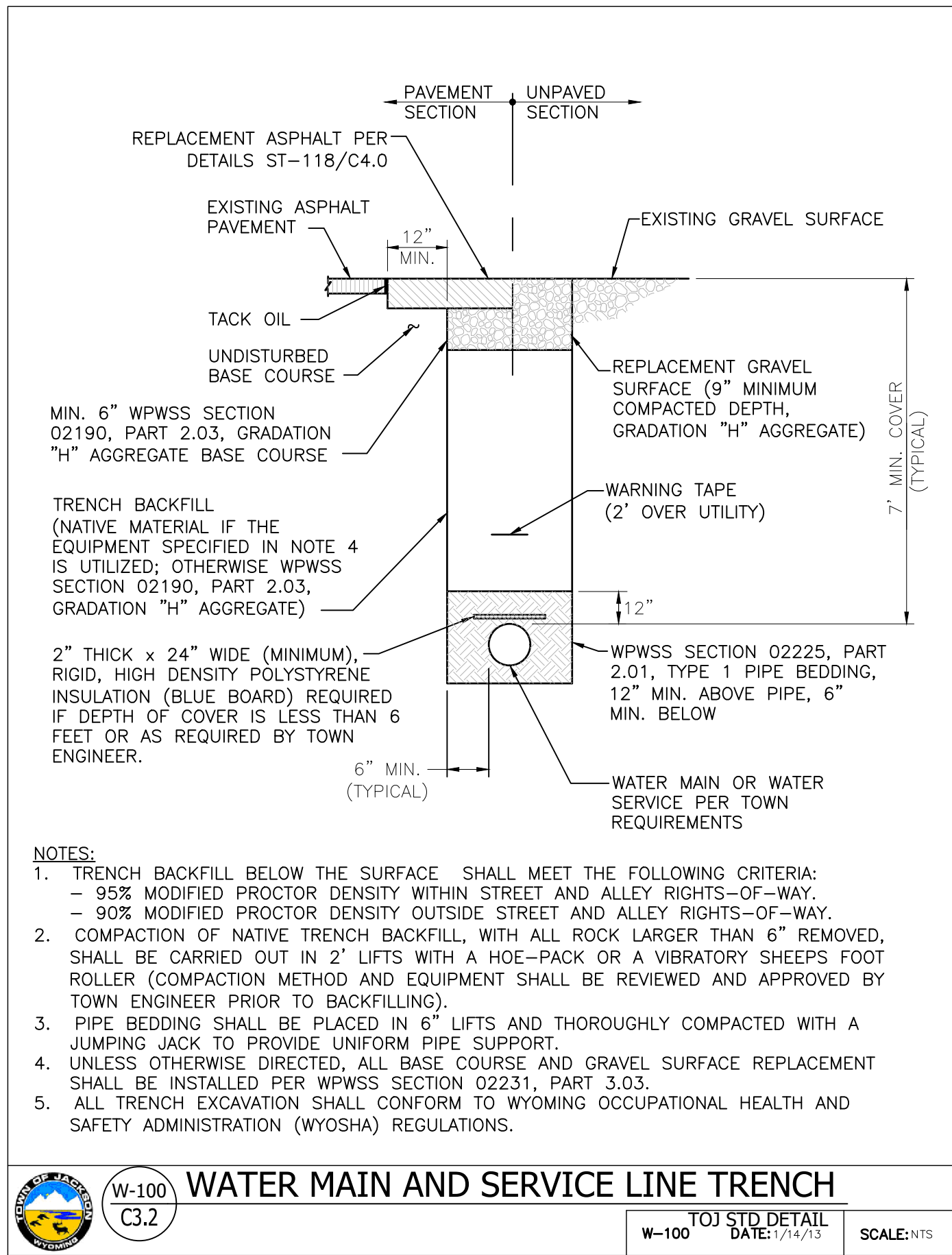
Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No.	22-020-02
Drawer	Drawn By	BRADEN OLSON
Checker	Checked By	JOSH KILPATRICK
Discipline	Drawing No.	

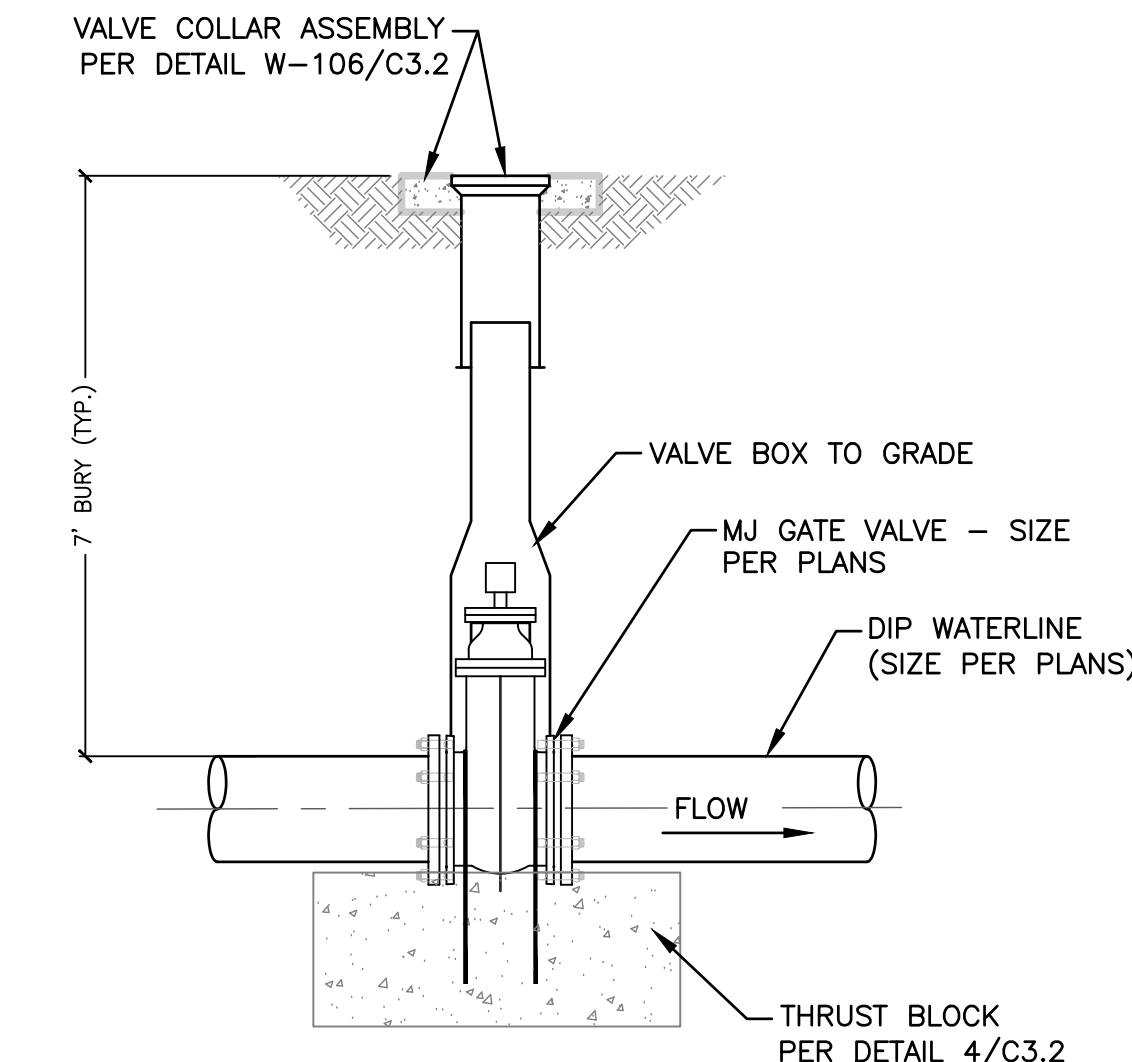
C3.1

Drawing Name
POWER SITE PLAN



MINIMUM DIMENSIONS FOR THRUST BLOCKING - VALVES							
VALVE SIZE	6" & 8"	10"	12"	14"	16"	18" & 20"	24"
150 PSI	"A"	2'-0"	2'-6"	3'-0"	3'-5"	4'-4"	5'-5"
	"B"	2'-0"	2'-6"	3'-0"	3'-0"	3'-0"	4'-0"
	"C"	2'-0"	2'-0"	3'-0"	3'-0"	3'-6"	4'-0"

- NOTES:**
1. PRESSURES SHOWN ABOVE ARE MAXIMUM WORKING PRESSURE IN THE SYSTEM.
2. VALVES SHALL BE POLY WRAPPED PRIOR TO THE INSTALLATION OF THE THRUST BLOCK AND ANCHOR BOLTS.



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1 3/8/2023	FPD RESUBMITTAL

PROFESSIONAL SEAL

Project
Millward Street Apartments

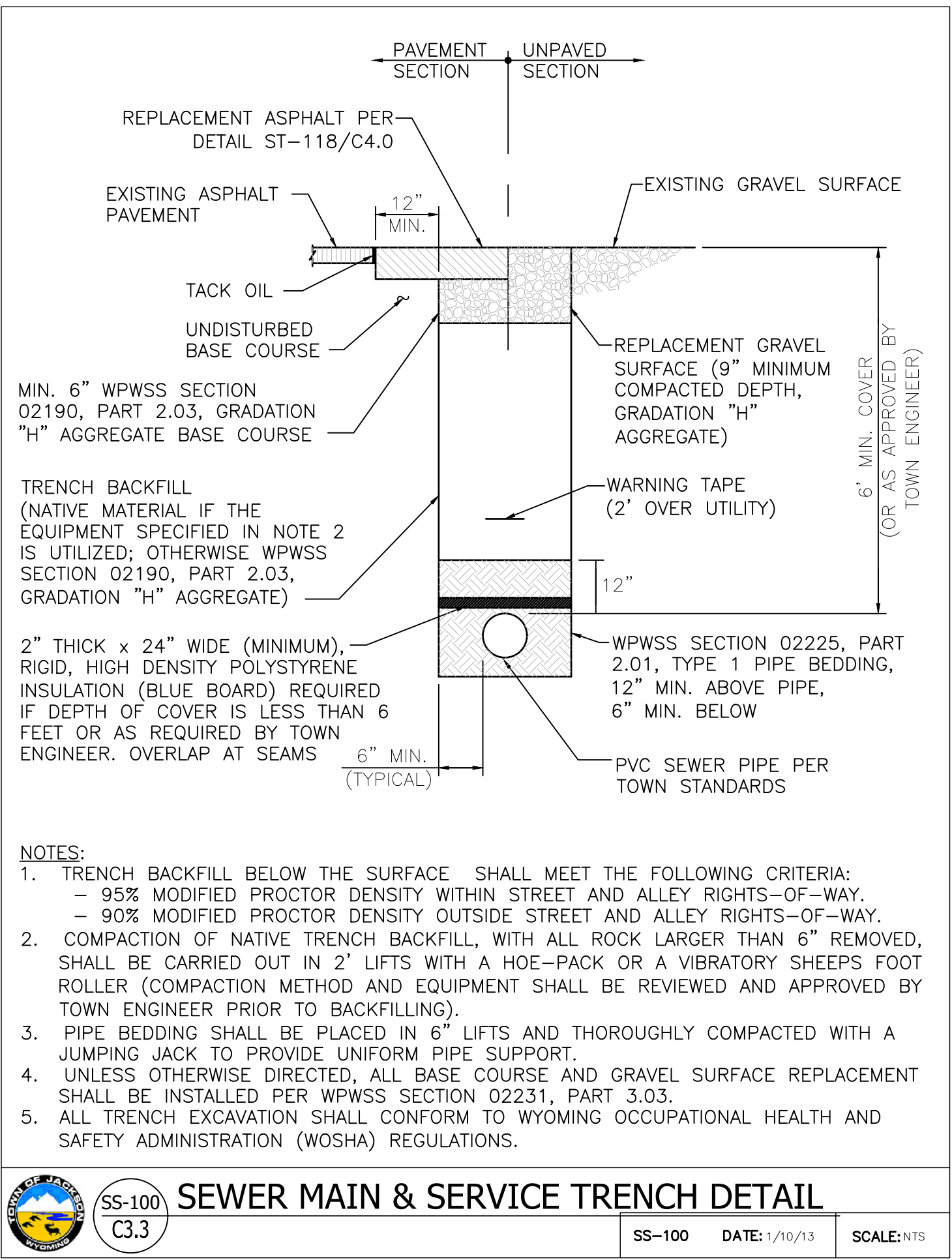
245 & 265 N. Millward St., Jackson, WY 83001

2210	Project No. 22-020-02
Drawer	Drawn By BRADEN OLSON
Checker	Checked By JOSH KILPATRICK
Discipline	Drawing No.

C3.2

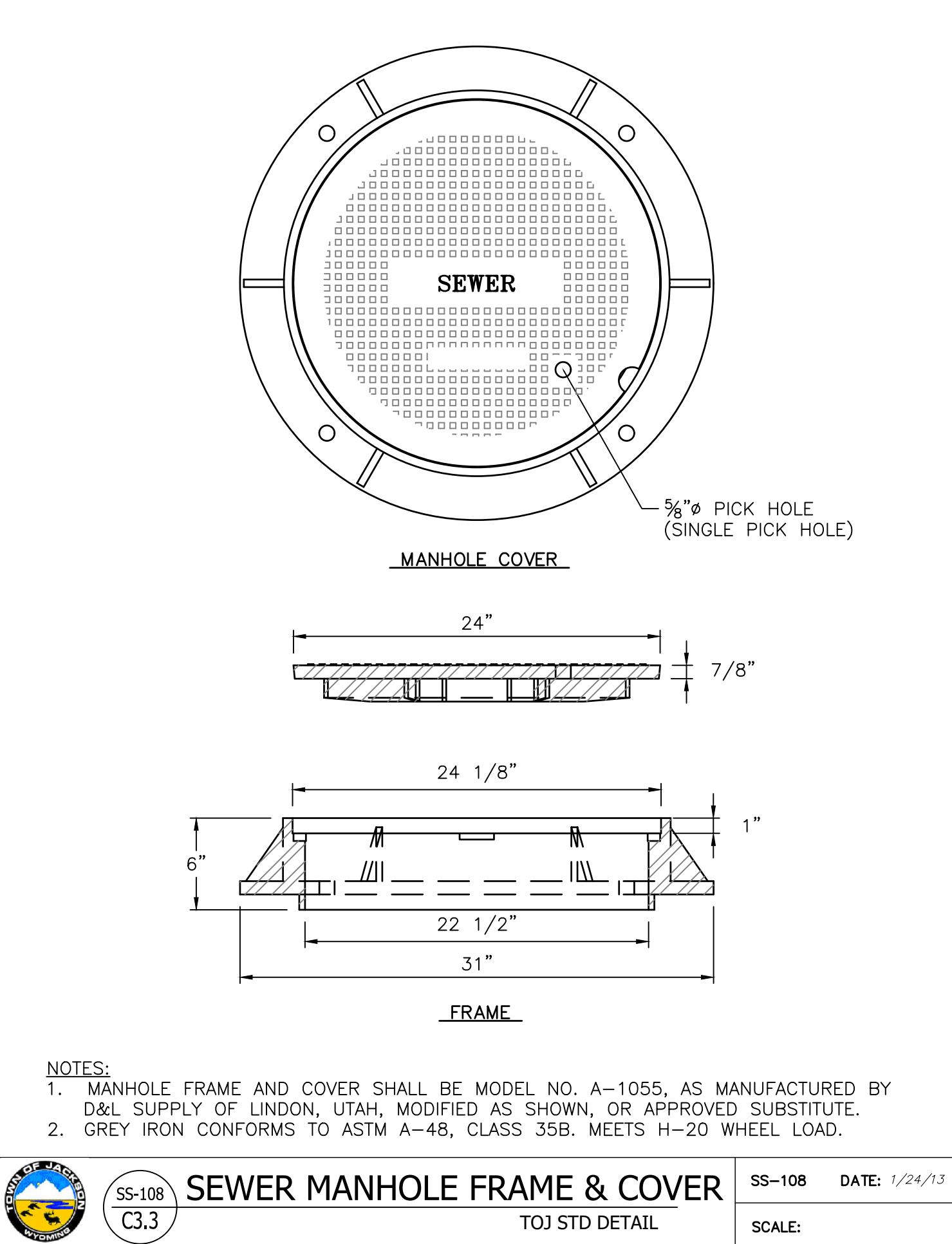
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WATER DETAILS

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PLotted By: dson
Date: 08/20/2023
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DWG: 245 & 265 N Millward St. VmForce Redwg - Gensh & Gensh.dwg
PLOT DATE: 08/20/2023
10:24:44 am



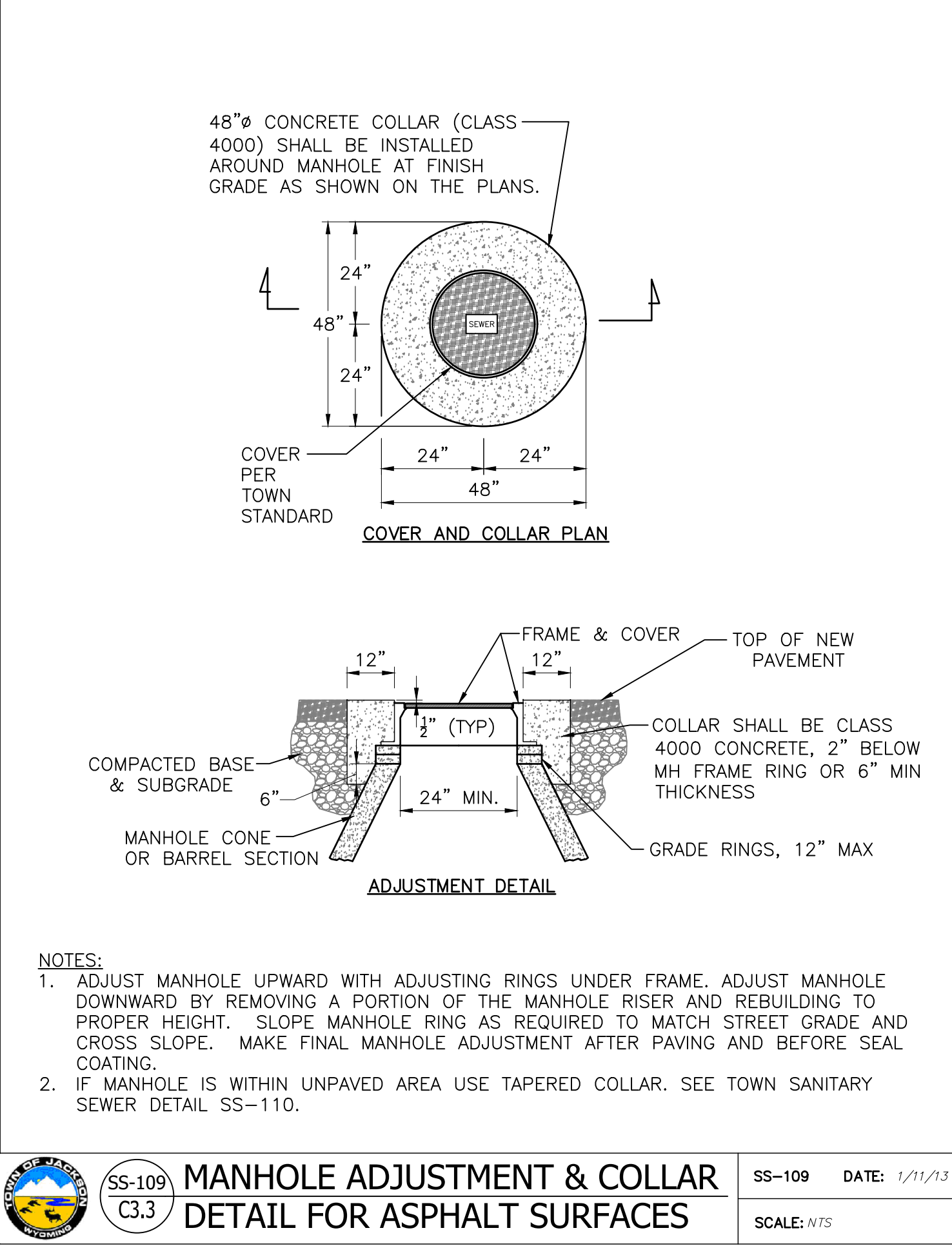
SS-100 C3.3 SEWER MAIN & SERVICE TRENCH DETAIL

SS-100 DATE: 1/10/13 SCALE: NTS



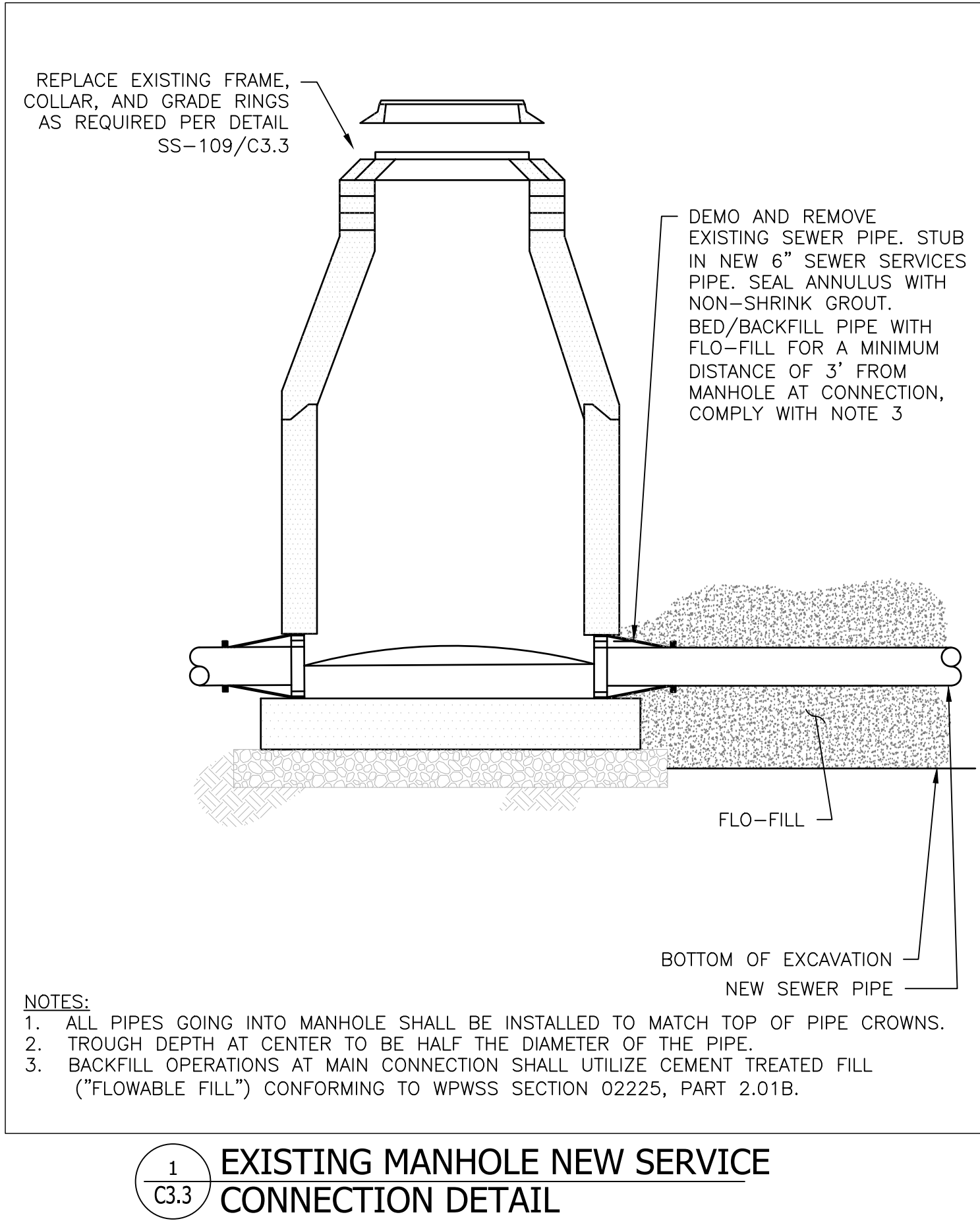
SS-108 C3.3 SEWER MANHOLE FRAME & COVER TOJ STD DETAIL

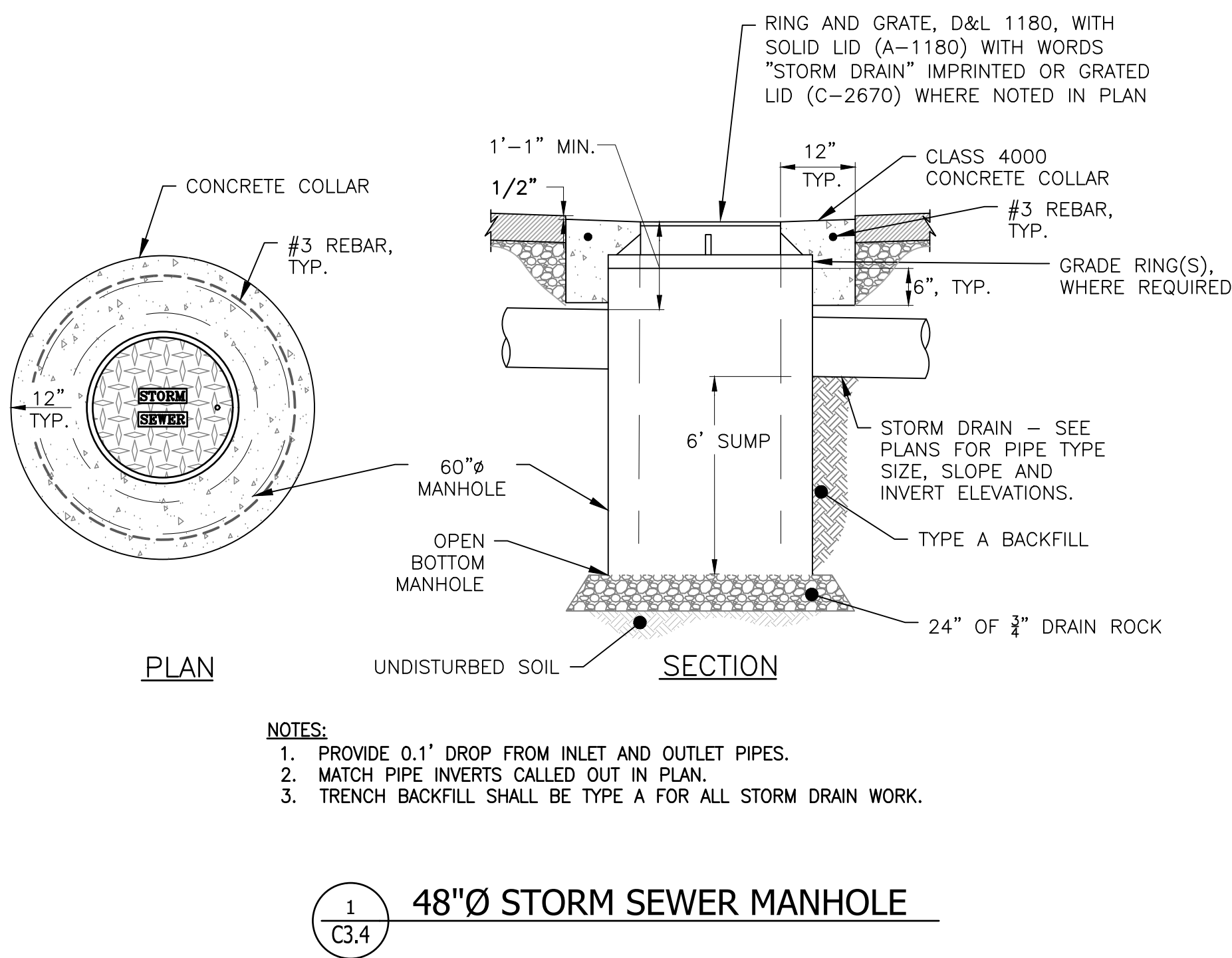
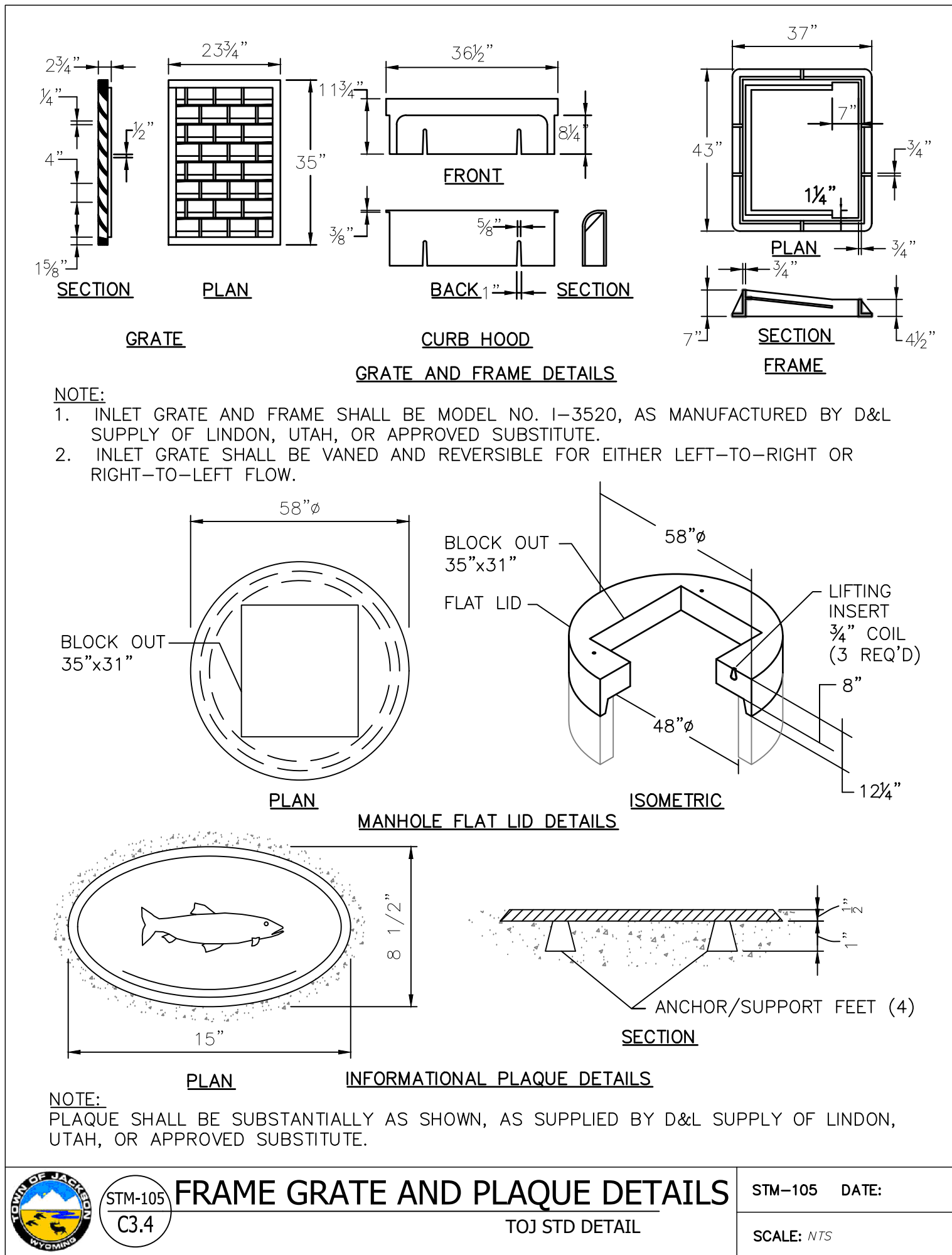
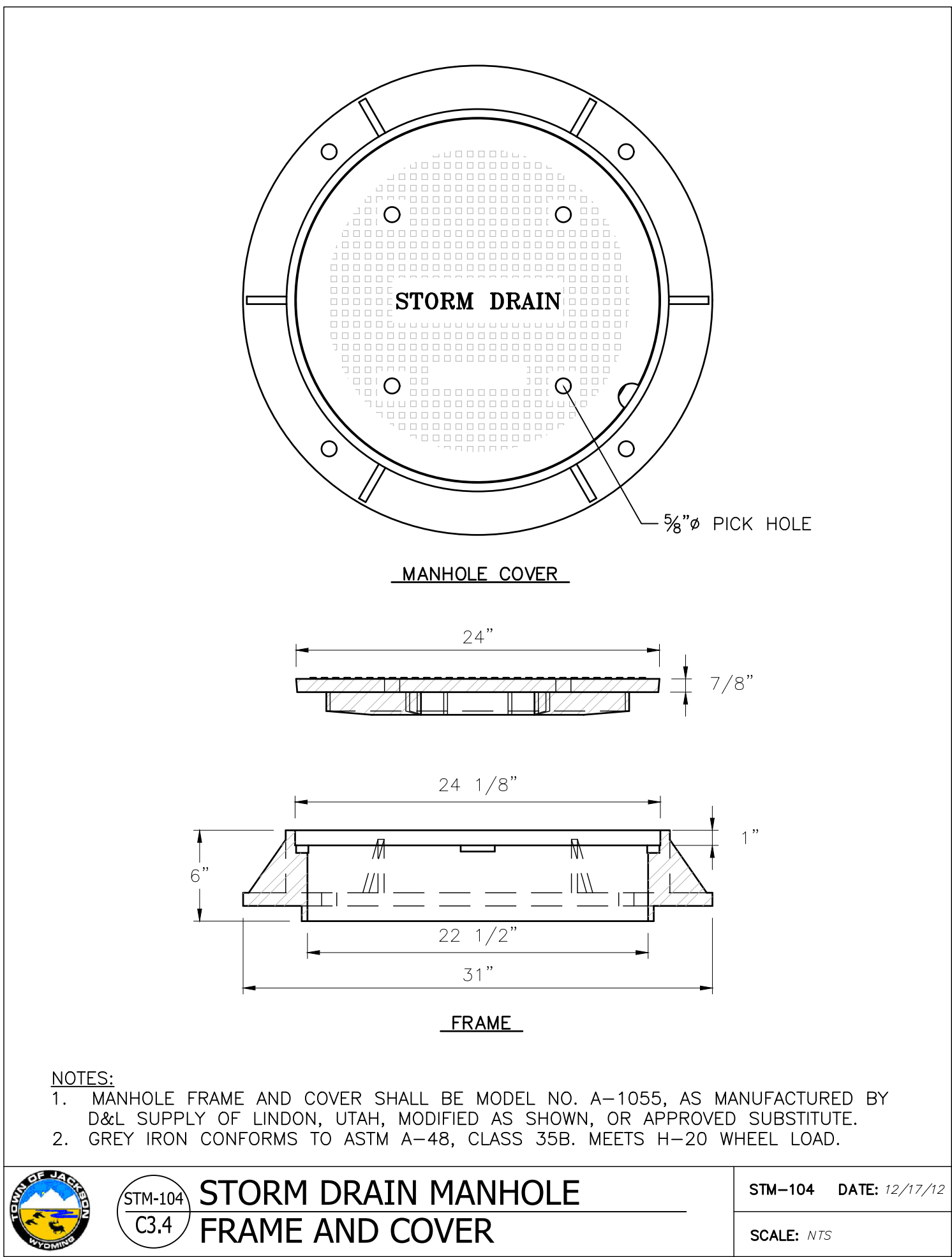
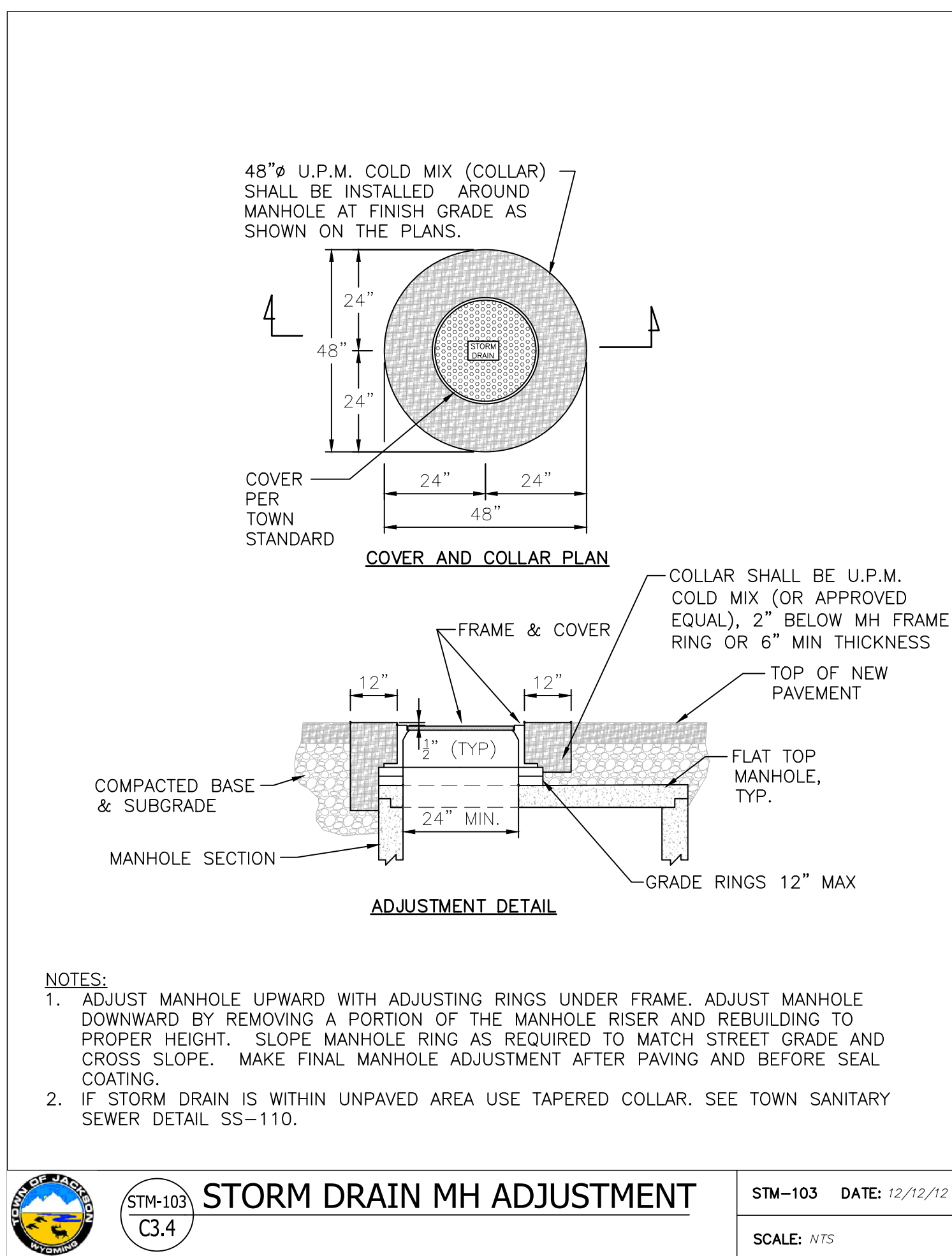
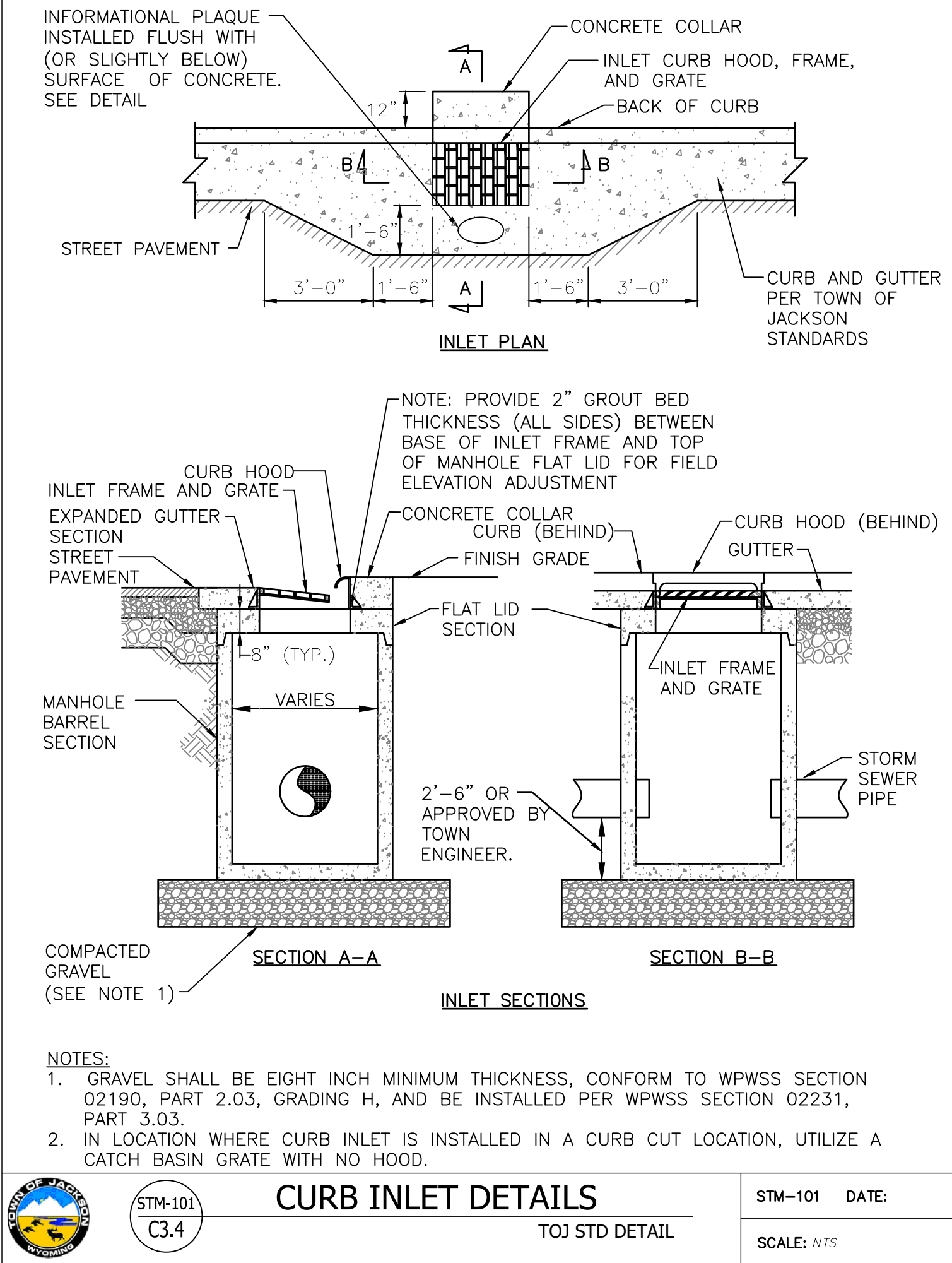
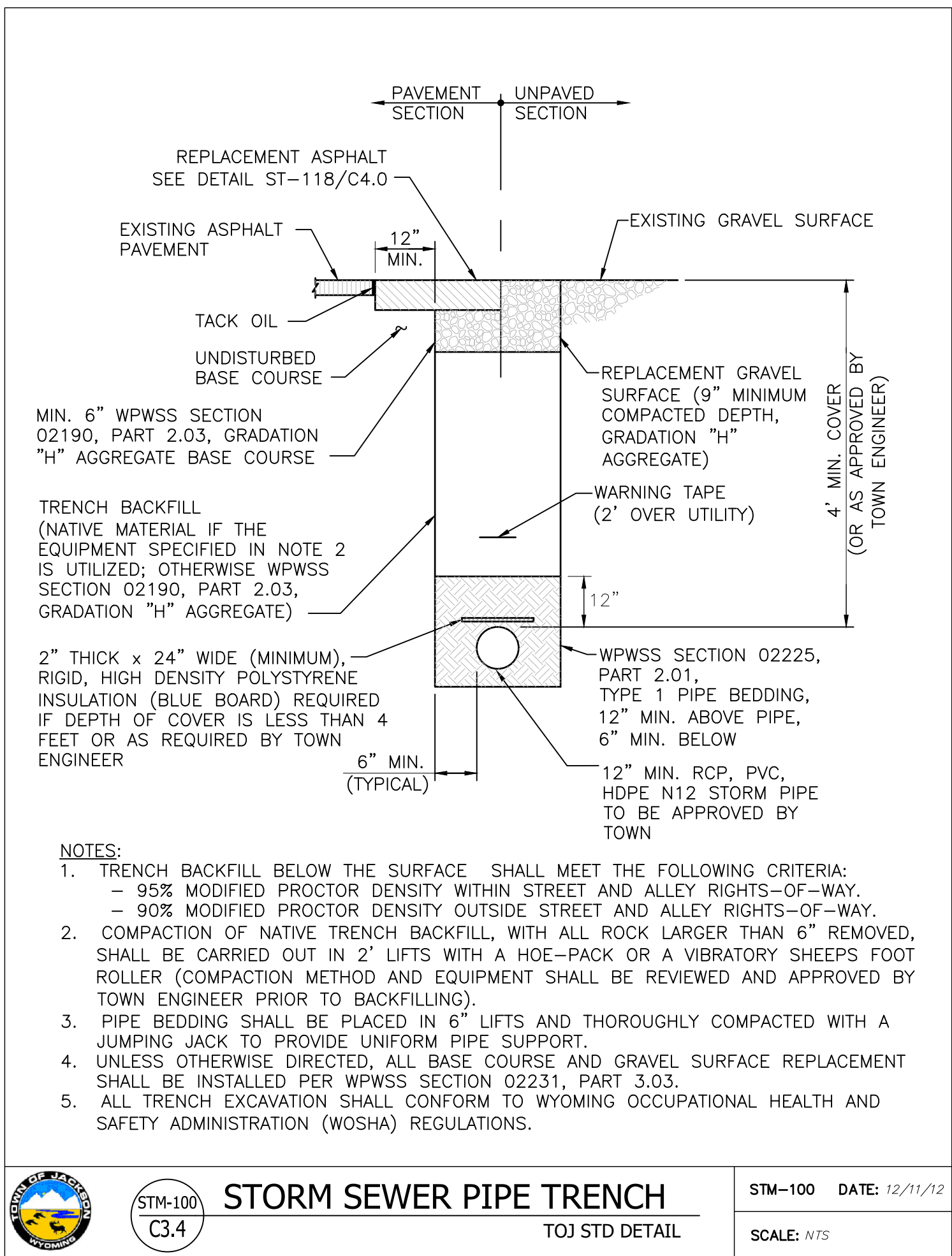
SS-108 DATE: 1/24/13 SCALE:



SS-109 C3.3 MANHOLE ADJUSTMENT & COLLAR DETAIL FOR ASPHALT SURFACES

SS-109 DATE: 1/11/13 SCALE: NTS





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PROFESSIONAL SEAL

Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No. 22-020-02
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Checker	Checked By JOSH KILPATRICK
Discipline	Drawing No.

C3.4

Drawing Name
STORM DETAILS

CDS2015-4-C DESIGN NOTES

THE STANDARD CDS2015-4-C CONFIGURATION IS SHOWN. ALTERNATE CONFIGURATIONS ARE AVAILABLE AND ARE LISTED BELOW. SOME CONFIGURATIONS MAY BE COMBINED TO SUIT SITE REQUIREMENTS.

CONFIGURATION DESCRIPTION

GRATED INLET ONLY (NO INLET PIPE)
GRATED INLET WITH INLET PIPE OR PIPES
CURB INLET ONLY (NO INLET PIPE)
CURB INLET WITH INLET PIPE OR PIPES
SEPARATE OIL BAFFLE (SINGLE INLET PIPE REQUIRED FOR THIS CONFIGURATION)
SEDIMENT WEIR FOR NJDEP / NJCAT CONFORMING UNITS

SITE SPECIFIC
DATA REQUIREMENTS

STRUCTURE ID				
WATER QUALITY FLOW RATE (CFS OR L/s)				*
PEAK FLOW RATE (CFS OR L/s)				*
RETURN PERIOD OF PEAK FLOW (YRS)				*
SCREEN APERTURE (2400 OR 4700)				*
PIPE DATA:		I.E.	MATERIAL	DIAMETER
INLET PIPE 1		*	*	*
INLET PIPE 2		*	*	*
OUTLET PIPE		*	*	*
RIM ELEVATION				*
ANTI-FLOTATION BALLAST			WIDTH	HEIGHT
			*	*
NOTES/SPECIAL REQUIREMENTS:				
* PER ENGINEER OF RECORD				

FRAME AND COVER
(DIAMETER VARIES)
N.T.S.

GENERAL NOTES

- CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
- DIMENSIONS MARKED WITH () ARE REFERENCE DIMENSIONS. ACTUAL DIMENSIONS MAY VARY.
- FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHTS, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. www.contechES.com
- CDS WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING.
- STRUCTURE SHALL MEET AASHTO HS20 AND CASTINGS SHALL MEET HS20 (AASHTO M 306) LOAD RATING, ASSUMING GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION.
- PVC HYDRAULIC SHEAR PLATE IS PLACED ON SHELF AT BOTTOM OF SCREEN CYLINDER. REMOVE AND REPLACE AS NECESSARY DURING MAINTENANCE CLEANING.

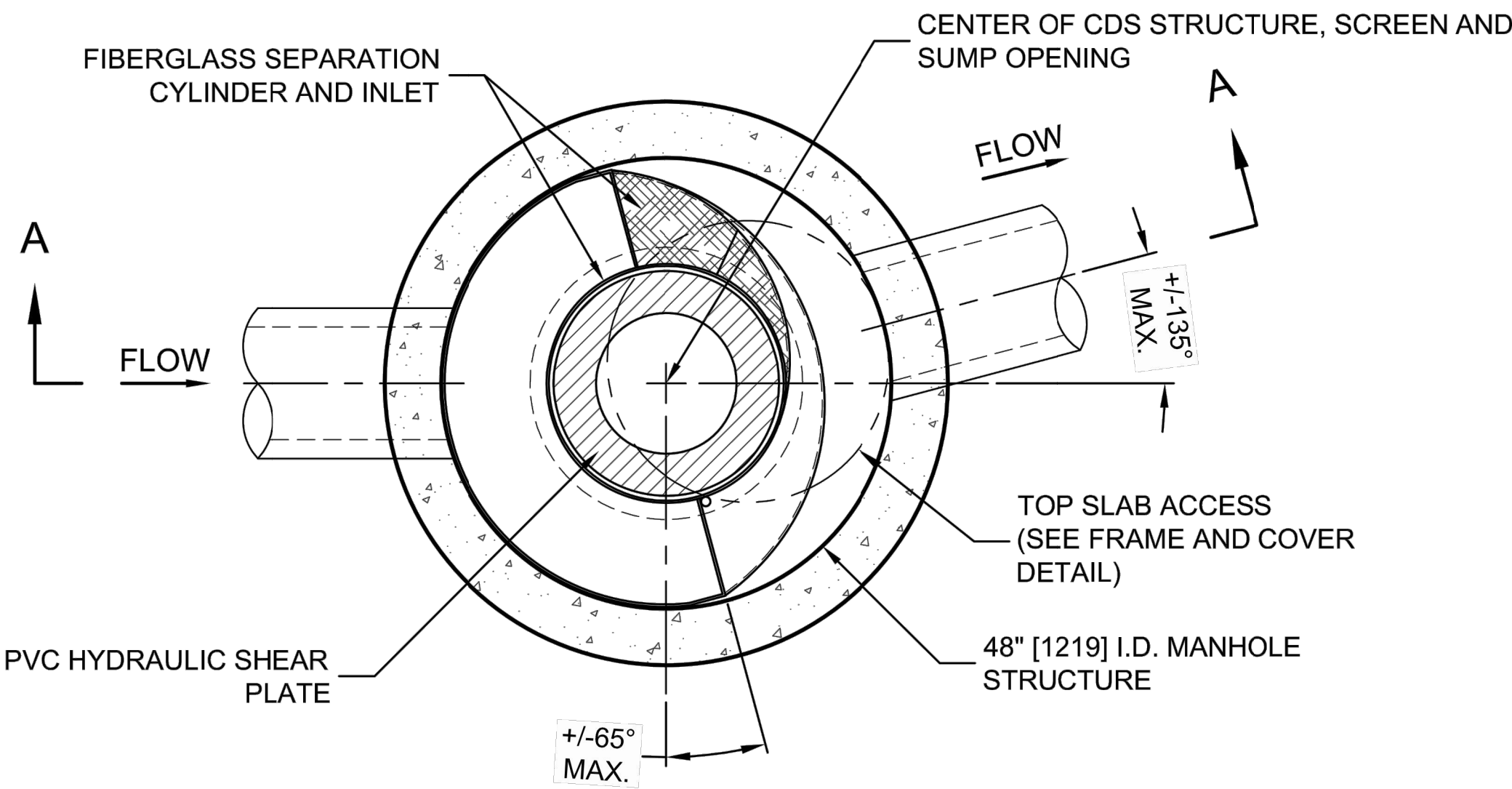
INSTALLATION NOTES

- ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
- CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE CDS MANHOLE STRUCTURE (LIFTING CLUTCHES PROVIDED).
- CONTRACTOR TO ADD JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS, AND ASSEMBLE STRUCTURE.
- CONTRACTOR TO PROVIDE, INSTALL, AND GROUT PIPES. MATCH PIPE INVERTS WITH ELEVATIONS SHOWN.
- CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT MINIMUM. IT IS SUGGESTED THAT ALL JOINTS BELOW PIPE INVERTS ARE GROUTED.

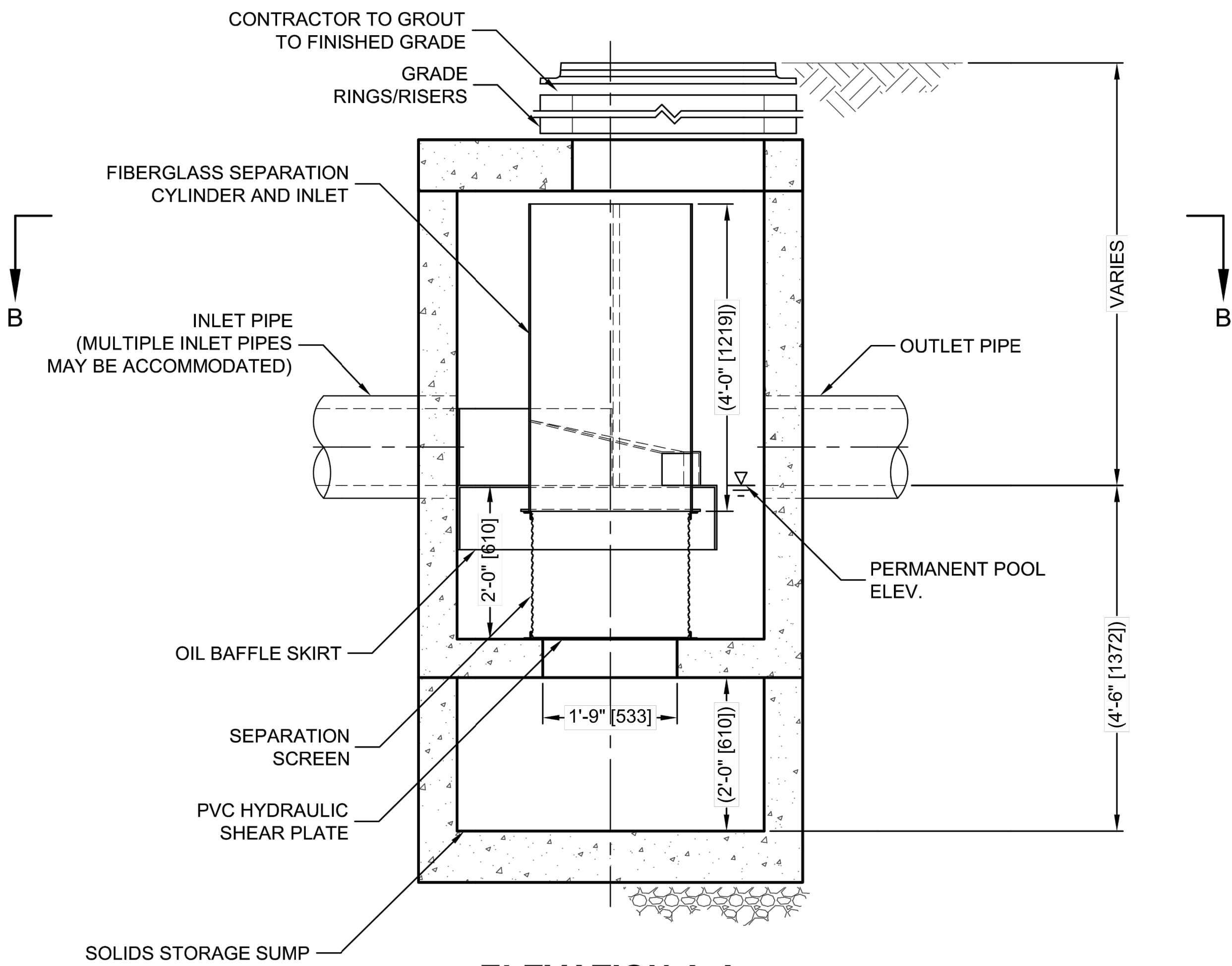
CONTECH
ENGINEERED SOLUTIONS LLC

www.contechES.com
9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069
800-338-1122 513-645-7000 513-645-7993 FAX

CDS2015-4-C
INLINE CDS
STANDARD DETAIL



PLAN VIEW B-B
N.T.S.



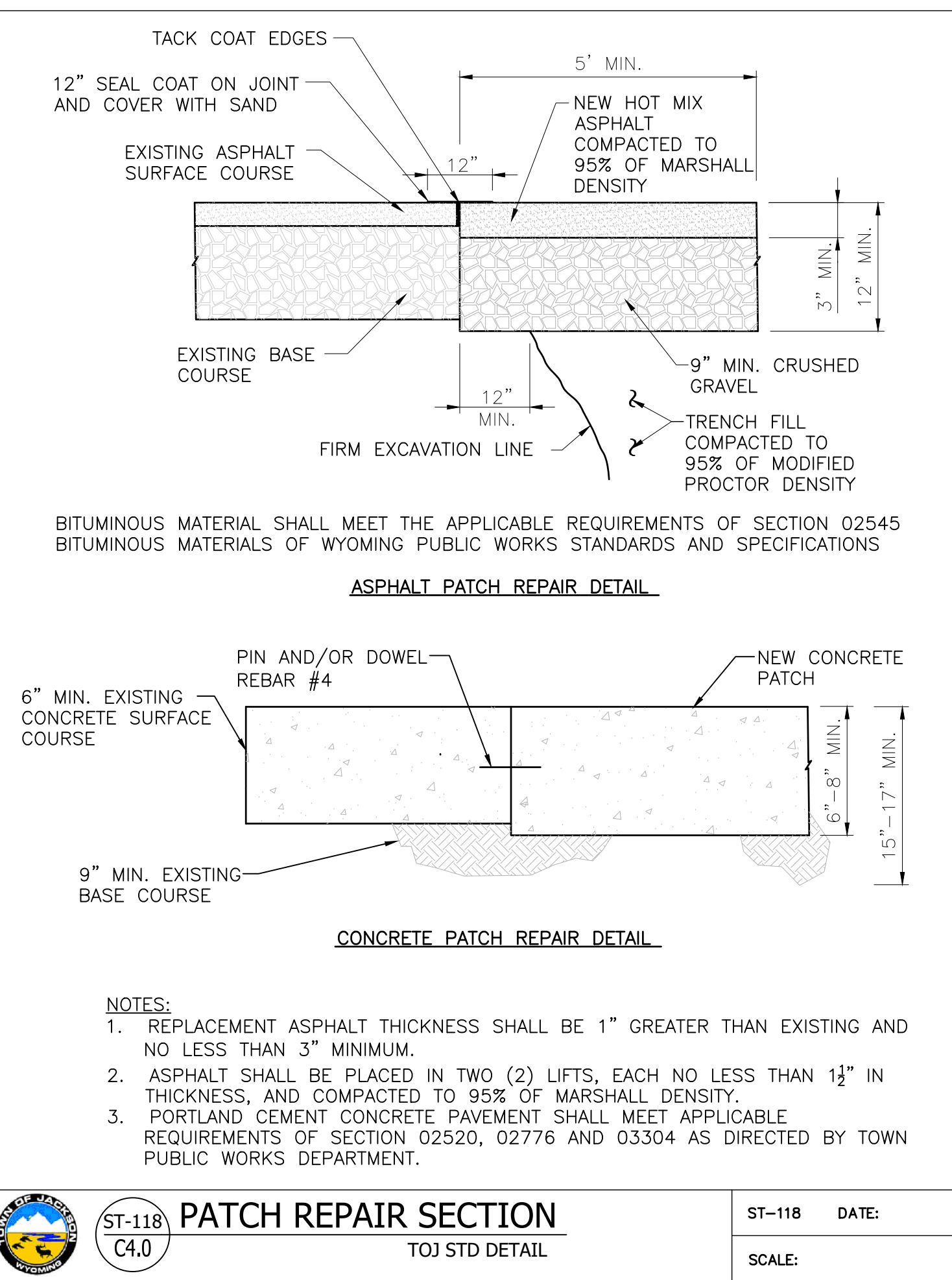
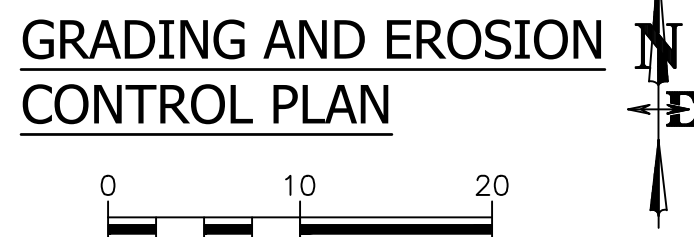
ELEVATION A-A
N.T.S.



THIS PRODUCT MAY BE PROTECTED BY ONE OR MORE OF THE
FOLLOWING U.S. PATENTS: 6,788,846; 6,841,722; 6,811,588; 6,881,785
RELATED FOREIGN PATENTS, OR OTHER PATENTS PENDING.

CUISERS\SSCHLACHER\DESKTOP\CDS DETAILS 180 MICRON SIZING\ACAD\CDS2015-4-C-DTL.DWG 5/19/2014 5:16 PM

DESIGN DEVELOPMENT - NOT FOR CONSTRUCTION



	ISSUED DATE	ISSUED FOR
1	3/8/2023	FDP RESUBMITTAL

PROFESSIONAL SEAL

Project
Millward Street Apartments

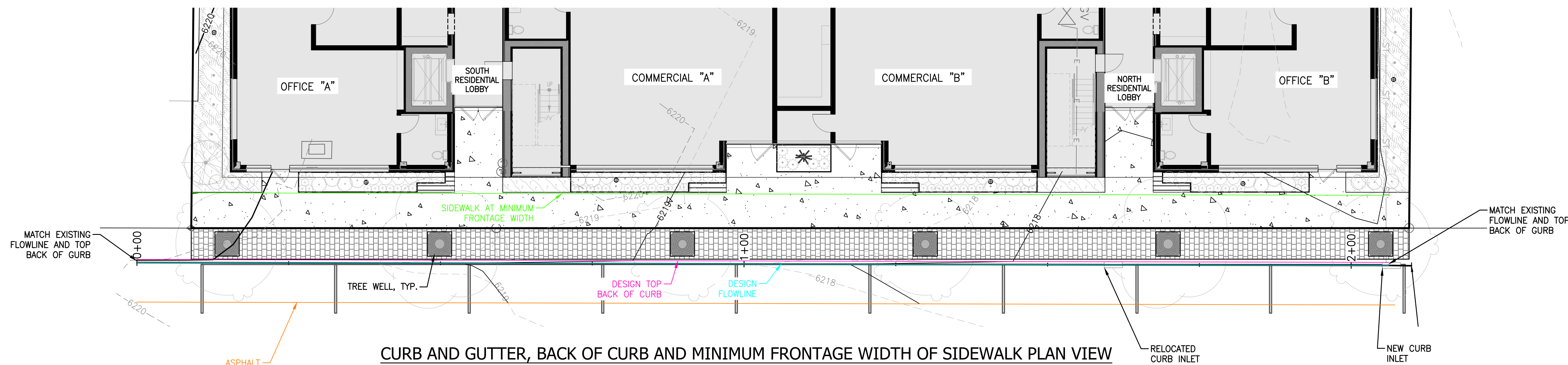
245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No. 22-020-02
Drawer	Drawn By BRADEN OLSON
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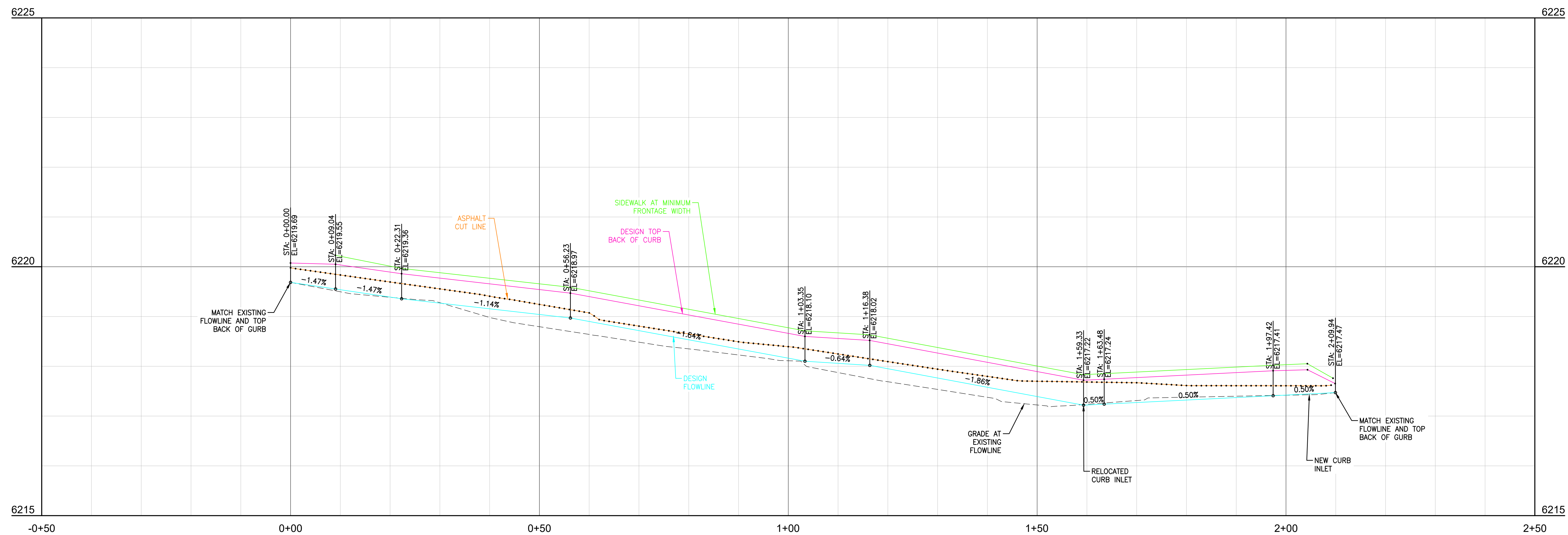
C4.0

Drawing Name

GRADING AND EROSION
CONTROL PLAN



CURB AND GUTTER, BACK OF CURB AND MINIMUM FRONTAGE WIDTH OF SIDEWALK PLAN VIEW



CURB AND GUTTER, BACK OF CURB AND MINIMUM FRONTAGE WIDTH OF SIDEWALK PROFILE



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1 3/8/2023	FDP RESUBMITTAL

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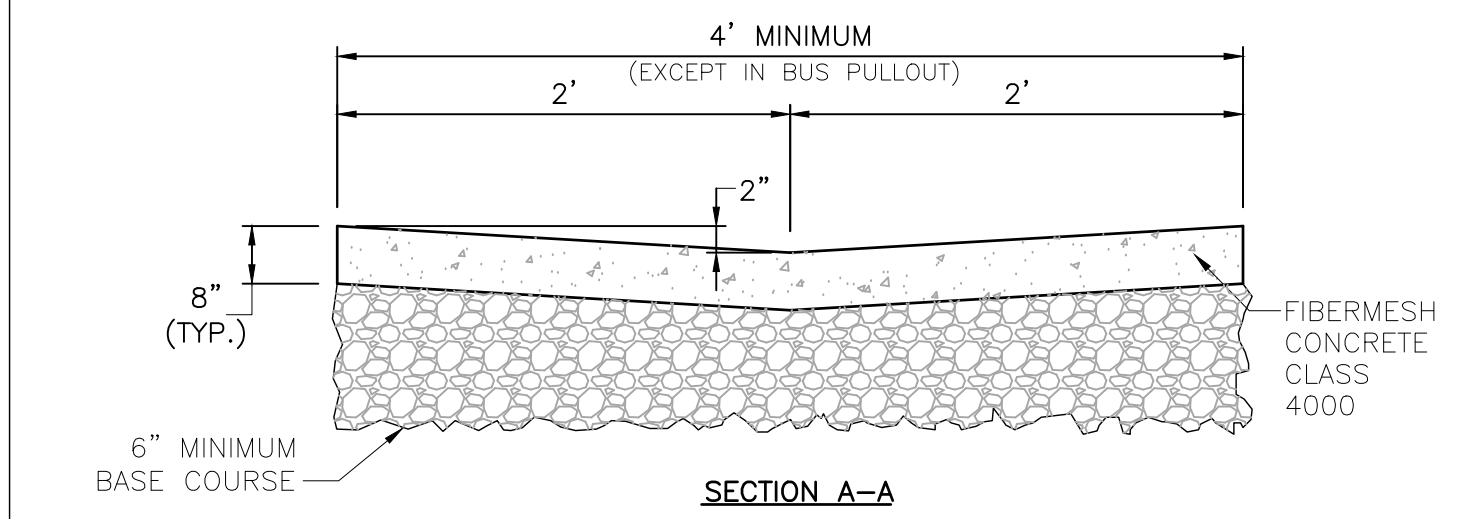
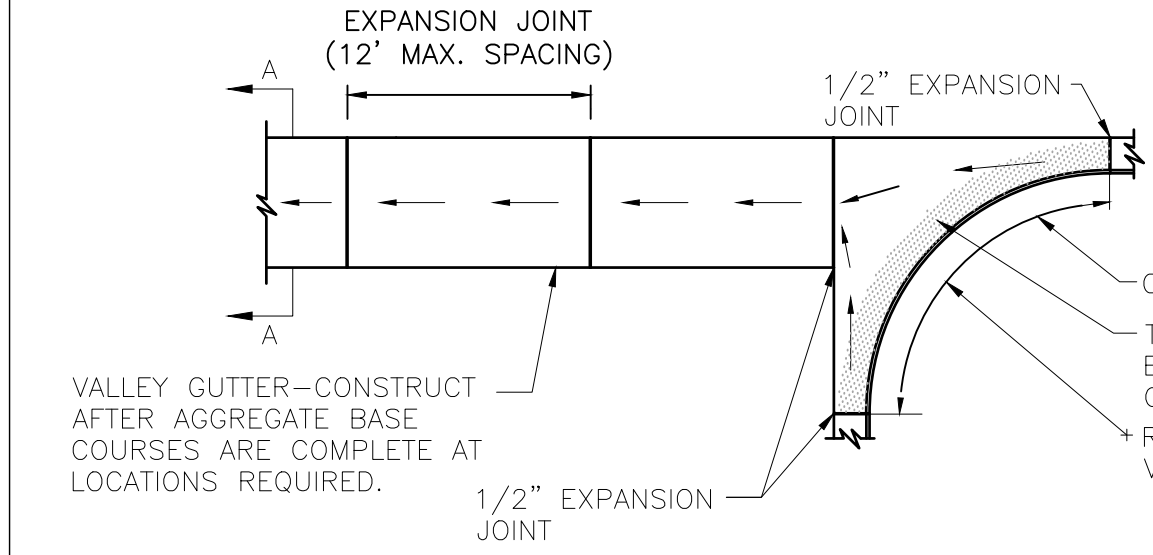
Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY
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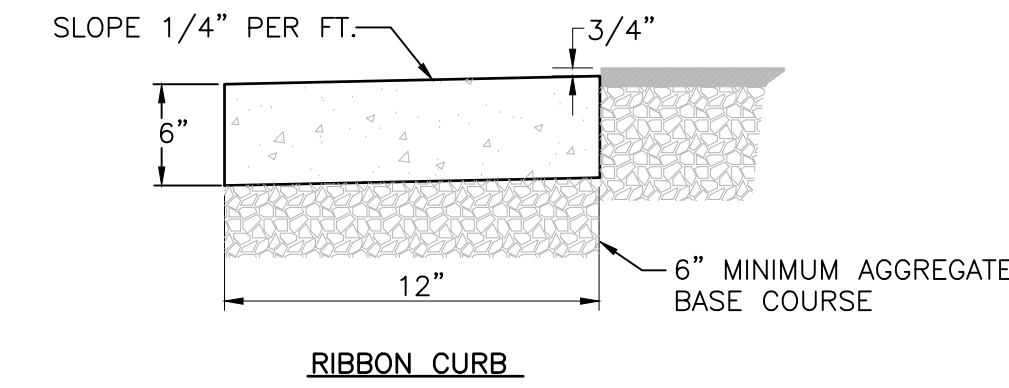
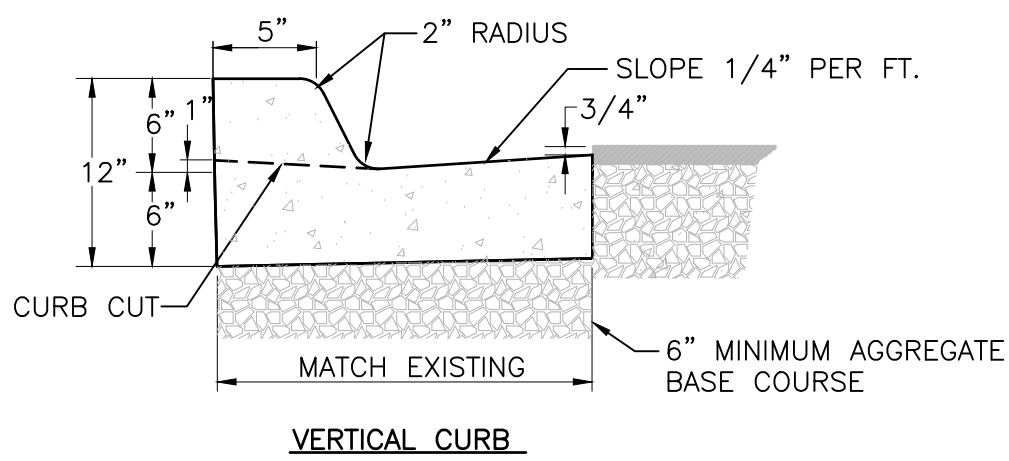
C4.1

Drawing Name
CURB AND GUTTER P&P



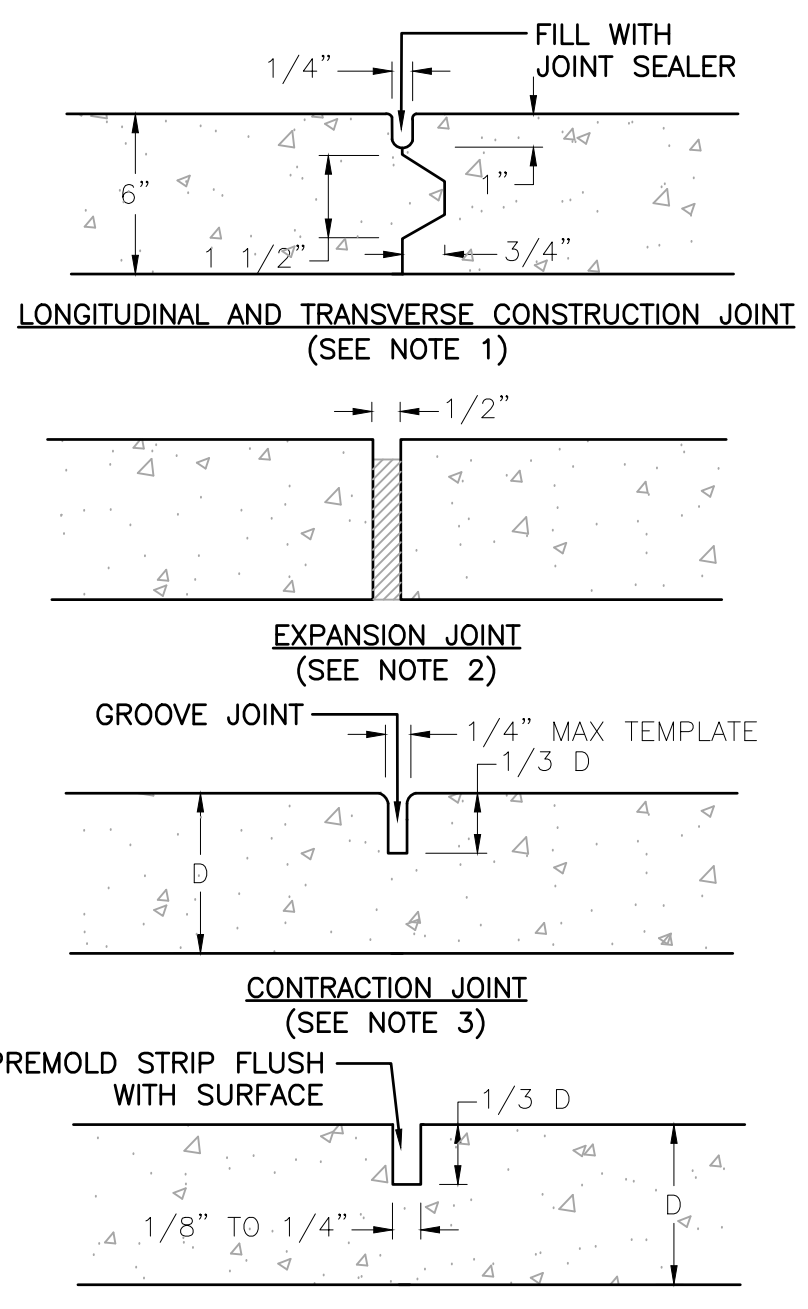
- NOTES:**
- VALLEY GUTTERS AND CURB TURN FILLETS SHALL CONFORM TO WPSS SECTION 02528, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH CLASS 4000 CONFORMING WITH WPSS SECTION 03304, PART 2.08.
 - AGGREGATE BASE COURSE SHALL BE SIX INCH MINIMUM THICKNESS, CONFORM TO WPSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPSS SECTION 02231, PART 3.03.
 - REMOVAL AND REPLACEMENT OF VALLEY GUTTER SHALL TAKE PLACE IN FULL PANELS.
 - CURB AND GUTTER SECTION SHALL BE POURED SEPARATE OF VALLEY PAN AS WELL AS PEDESTRIAN RAMP AND/OR SIDEWALK.

	ST-109 C4.2	VALLEY GUTTER & CURB TURN FILLET	ST-109
	TOJ STD DETAIL	DATE:	SCALE:



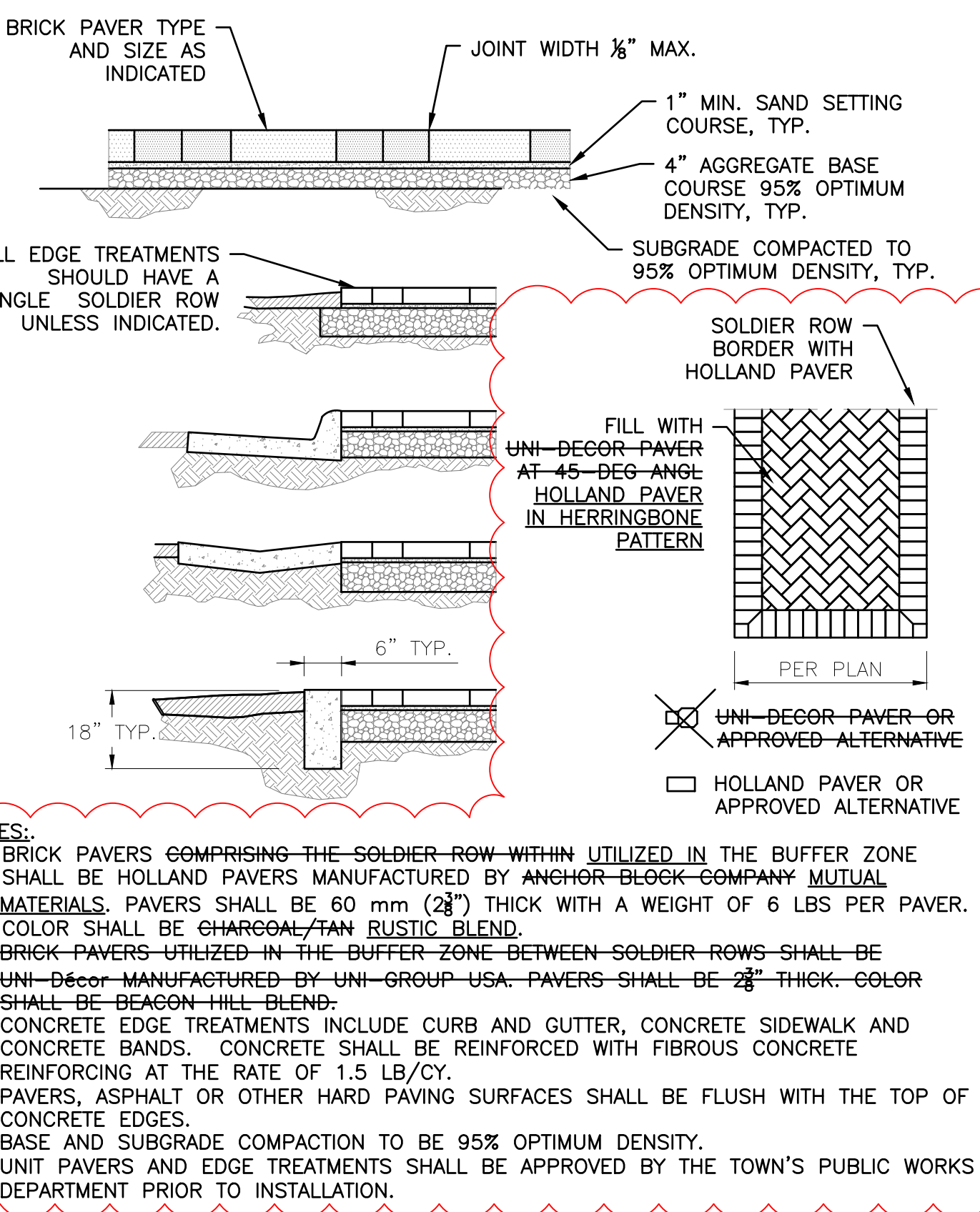
- NOTES:**
- CURBS SHALL CONFORM TO WPSS SECTION 02525, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH WPSS SECTION 03304, PART 2.07.
 - AGGREGATE BASE COURSE SHALL BE SIX INCH MINIMUM THICKNESS, CONFORM TO WPSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPSS SECTION 02231, PART 3.03.
 - REMOVAL AND REPLACEMENT OF CURB SHALL TAKE PLACE IN FULL PANELS.
 - ROLL CURB SHALL NOT BE ALLOWED.

	ST-110 C4.2	CURB SECTION DETAIL	ST-110
	TOJ STD DETAIL	DATE: 12/4/12	SCALE: NTS



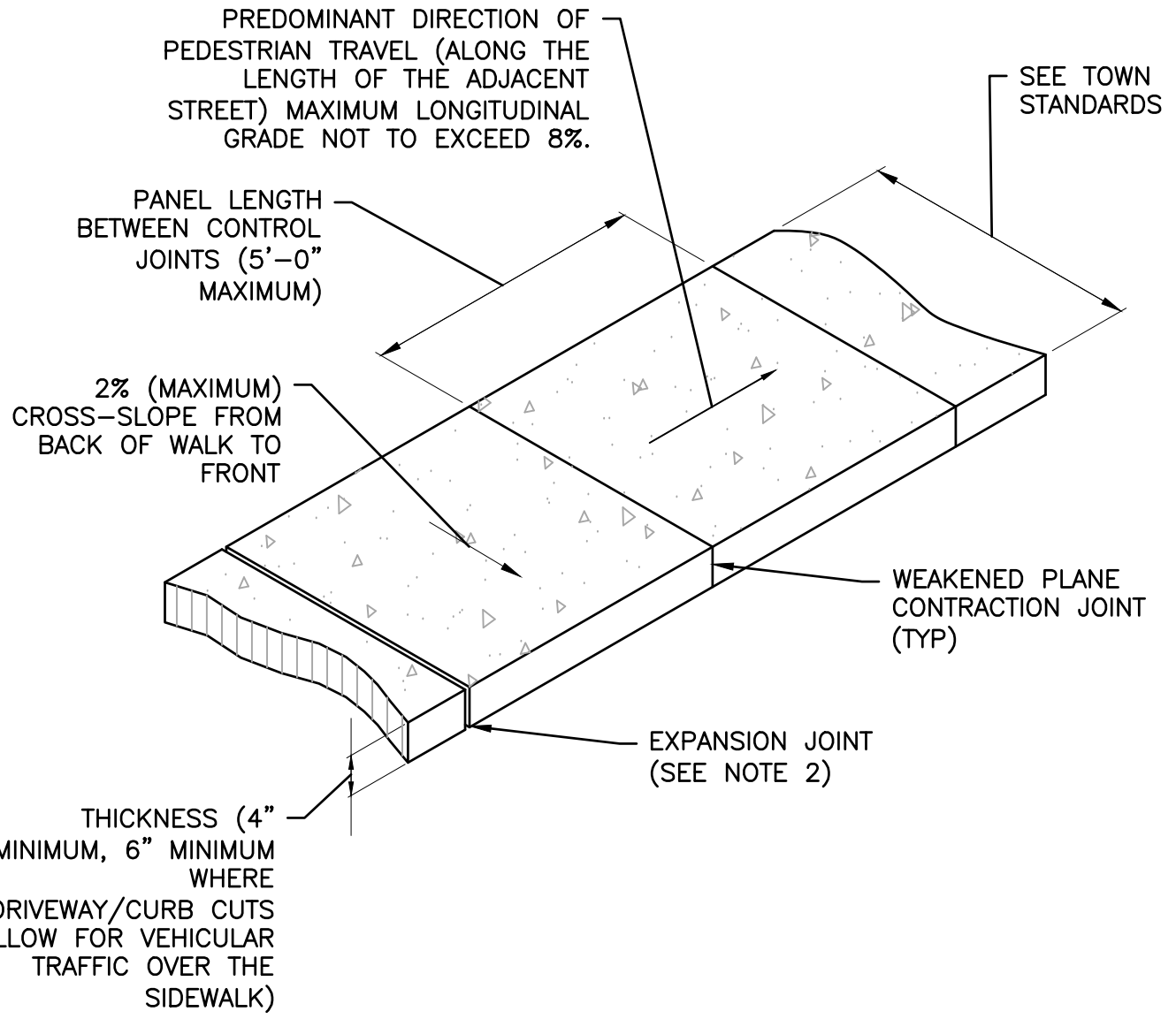
- NOTE:**
- KEYWAY FORMED BY FASTENING METAL KEY TO FORM.
 - 1/2" PREMOLDED NON-EXTRUDING EXPANSION JOINT MATERIAL TO MEET AASHTO M-59. EXPANSION MATERIAL SHALL BE INSTALLED WHEN ABUTTING EXISTING CONCRETE OR FIXED STRUCTURES SUCH AS INLETS AND DRIVEWAYS, AND EVERY 300' ON LONG STRAIGHT CONCRETE STRETCHES.
 - FORM WITH TEMPLATE OR SAWCUT JOINTS. IF SAWCUT JOINTS ARE USED, THEY SHALL BEGIN AS SOON AS CONCRETE IS HARDENED SUFFICIENTLY TO PERMIT SAWING WITHOUT EXCESSIVE RAVELING AND BEFORE UNCONTROLLED CRACKING OCCURS. MINIMUM DISTANCE BETWEEN JOINTS IS 5'.
 - JOINT LAYOUT FOR CONCRETE STREETS IS TO BE SUBMITTED TO THE TOWN ENGINEER FOR APPROVAL.

	ST-123 C4.2	PAVING & CONCRETE JOINT DETAILS	ST-123
	TOJ STD DETAIL	DATE: 12/6/12	SCALE: NTS



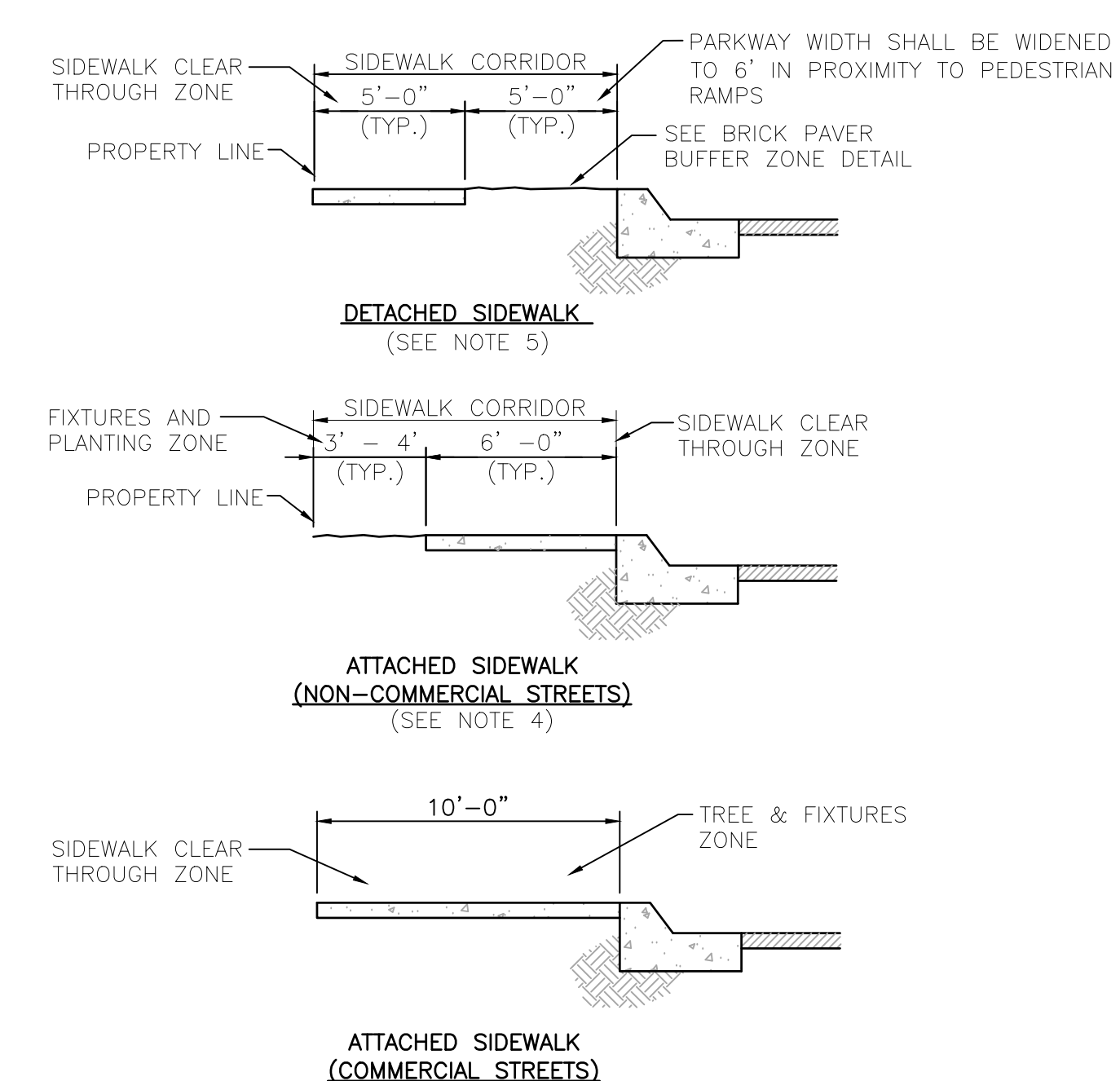
- NOTES:**
- BRICK PAVERS COMPRISING THE SOLDIER ROW WITHIN UTILIZED IN THE BUFFER ZONE SHALL BE HOLLAND PAVERS MANUFACTURED BY ANCHOR-BLOCK COMPANY. MATERIALS: PAVERS SHALL BE 60 mm (2 3/8") THICK WITH A WEIGHT OF 6 LBS PER PAVES. COLOR SHALL BE CHARCOAL/TAN RUSTIC BLEND.
 - BRICK PAVERS UTILIZED IN THE BUFFER ZONE BETWEEN SOLDIER ROWS SHALL BE UNI-DECOR MANUFACTURED BY UNI-GROUP USA. PAVERS SHALL BE 2 3/8" THICK. COLOR SHALL BE BEACON HILL BLEND.
 - CONCRETE EDGE TREATMENTS INCLUDE CURB AND GUTTER, CONCRETE SIDEWALK AND CONCRETE BANDS. CONCRETE SHALL BE REINFORCED WITH FIBROUS CONCRETE REINFORCING AT THE RATE OF 1.5 LB/CY.
 - PAVERS, ASPHALT OR OTHER HARD PAVING SURFACES SHALL BE FLUSH WITH THE TOP OF CONCRETE EDGES.
 - BASE AND SUBGRADE COMPACTION TO BE 95% OPTIMUM DENSITY.
 - UNIT PAVERS AND EDGE TREATMENTS SHALL BE APPROVED BY THE TOWN'S PUBLIC WORKS DEPARTMENT PRIOR TO INSTALLATION.

	ST-124 C4.2	BUFFER ZONE BRICK PAVES INSTALLATION DETAILS	ST-124
	TOJ STD DETAIL	DATE: 12/9/12	SCALE: NTS



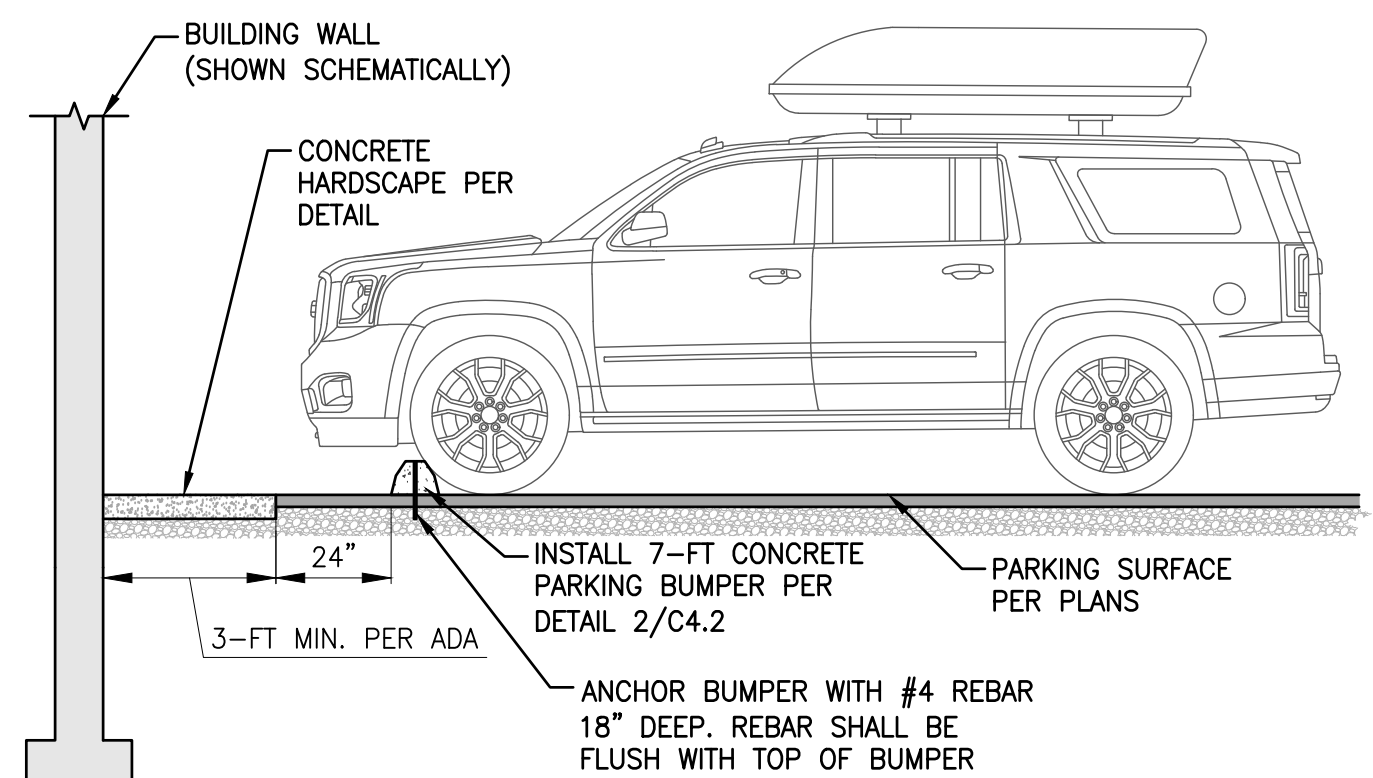
- NOTES:**
- SIDEWALK SHALL CONFORM TO ALL APPLICABLE ADA STANDARD REQUIREMENTS. SIDEWALKS SHALL CONFORM TO WPSS SECTION 02776, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH WPSS SECTION 03304, PART 2.07.
 - EXPANSION JOINTS SHALL BE PLACED IN SIDEWALK AT THE SAME LOCATIONS AS THOSE IN CURB AND GUTTER WHEN SIDEWALK IS ADJACENT TO CURB. (PER WPSS SECTION 03251, PART 3.04 SPACING SHALL NOT EXCEED 32'-0" ON CENTER.)
 - FOR SIDEWALKS GREATER THAN SIX FEET IN WIDTH, A LONGITUDINAL CONTROL JOINT SHALL BE INSTALLED AT THE CENTER OF THE WALK.
 - REMOVAL AND REPLACEMENT OF SIDEWALK SHALL TAKE PLACE IN FULL PANELS.
 - AGGREGATE BASE COURSE SHALL BE FOUR INCH MINIMUM THICKNESS, CONFORM TO WPSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPSS SECTION 02231, PART 3.03.

	ST-127 C4.2	CONCRETE SIDEWALK	ST-127
	TOJ STD DETAIL	DATE: 12/7/12	SCALE: NTS

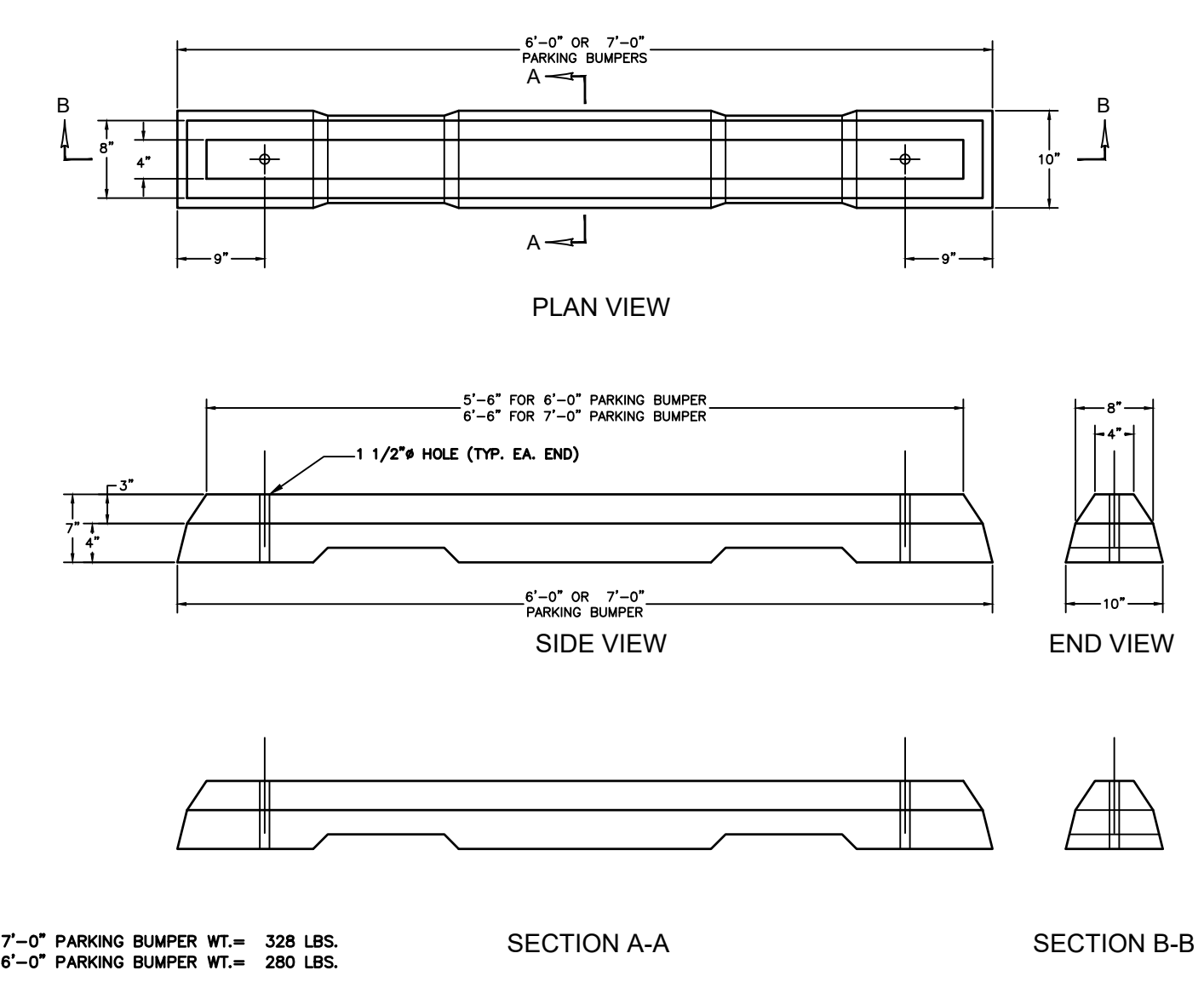


- NOTES:**
- SIDEWALKS SHALL CONFORM TO ALL APPLICABLE ADA STANDARD REQUIREMENTS.
 - SIDEWALK, PEDESTRIAN RAMP AND CURB & GUTTER CONSTRUCTION SHALL BE PER TOWN STANDARDS.
 - WITHIN THE TOWN'S BOARDWALK DISTRICT, BOARDWALK (RATHER THAN SIDEWALK) SHALL BE INSTALLED.
 - MINIMUM CLEARANCE AROUND ALL OBSTRUCTIONS SHALL BE 5'-0".
 - ON NON-COMMERCIAL STREETS DETACHED SIDEWALK SHALL BE THE PREFERRED OPTION. IN ORDER TO MAINTAIN THE CLEAR THROUGH ZONE, THE FIXTURES ZONE SHALL BE WHERE FIRE HYDRANTS, UTILITY POLES, GUY WIRES, PULL BOXES, NEWSPAPER BOXES, PHONE BOOTHS, AND OTHER SUCH OBSTRUCTIONS ARE LOCATED.

	ST-128 C4.2	SIDEWALK CORRIDOR	ST-128
	TOJ STD DETAIL	DATE:	SCALE:



1 C4.2 PARKING BUMPER INSTALLATION DETAIL SCALE: N.T.S.

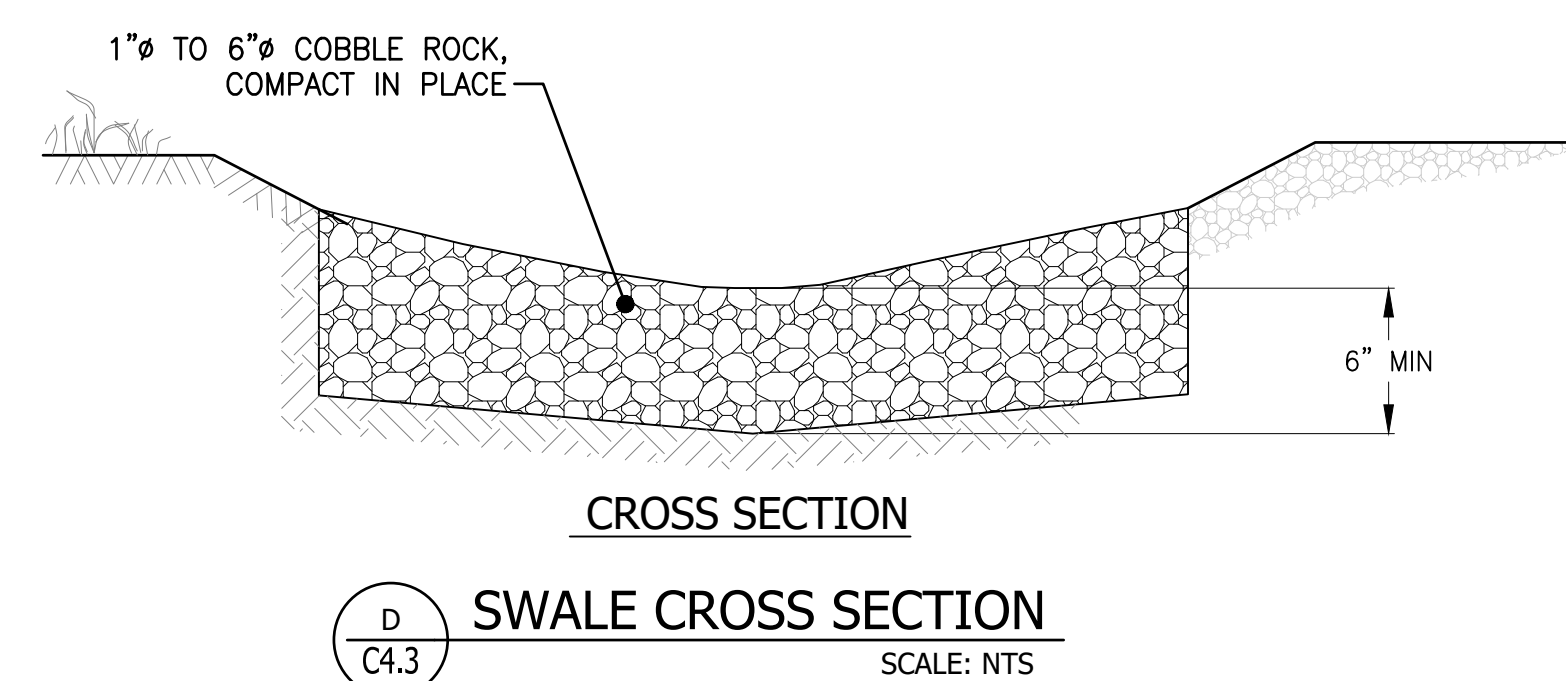


2 C4.2 PARKING BUMPER DETAIL SCALE: NTS

ISSUED DATE	ISSUED FOR
1 3/8/2023	FDP RESUBMITTAL

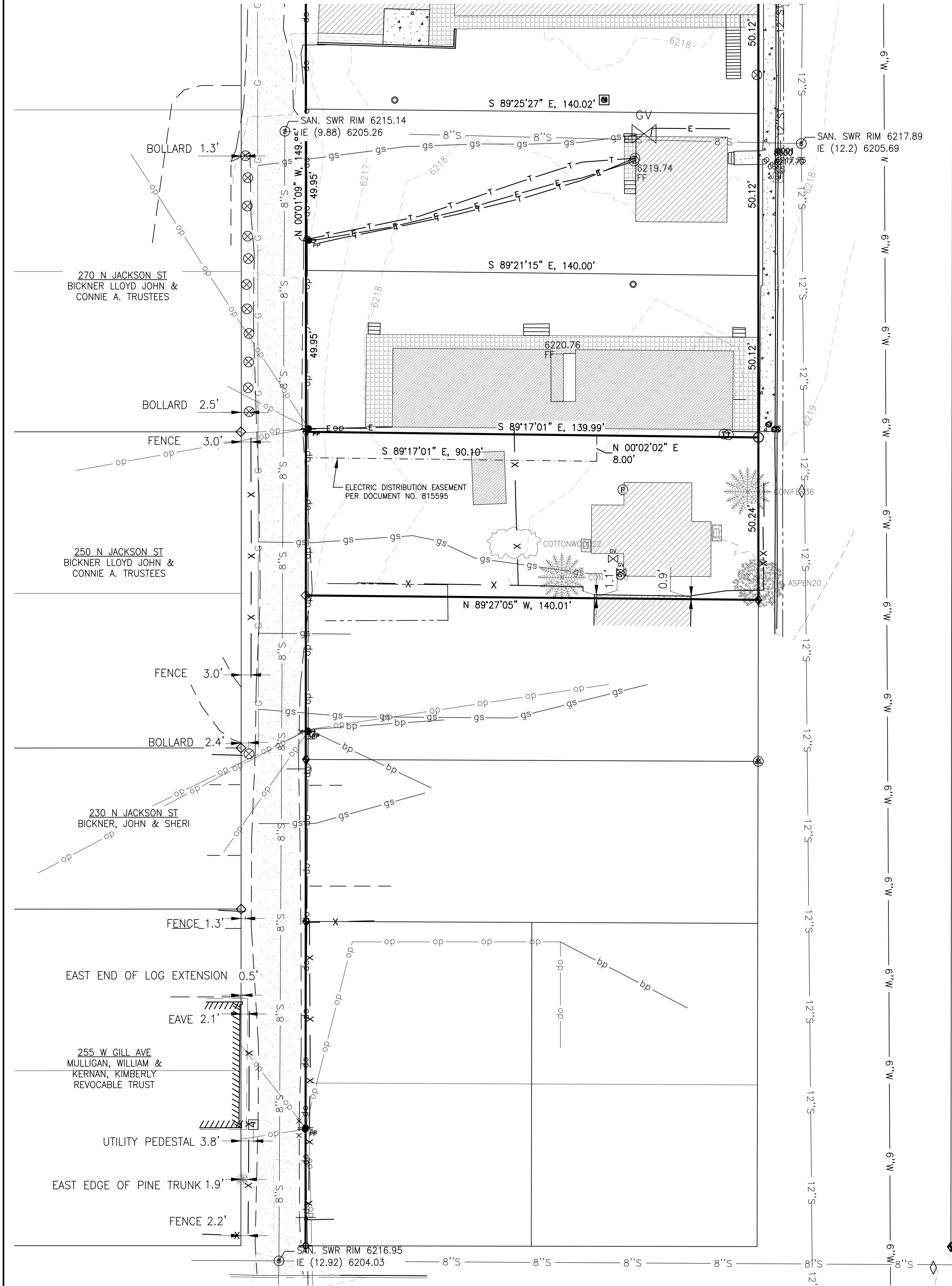
Project	Millward Street Apartments
245 & 265 N. Millward St., Jackson, WY 83001	
2210	Project No. 22-020-02
Drawer	Drawn By BRADEN OLSON
Checker	Checked By JOSH KILPATRICK
Discipline	Drawing No.

C4.2



Drawing Name	ALLEY DEVELOPMENT PLAN
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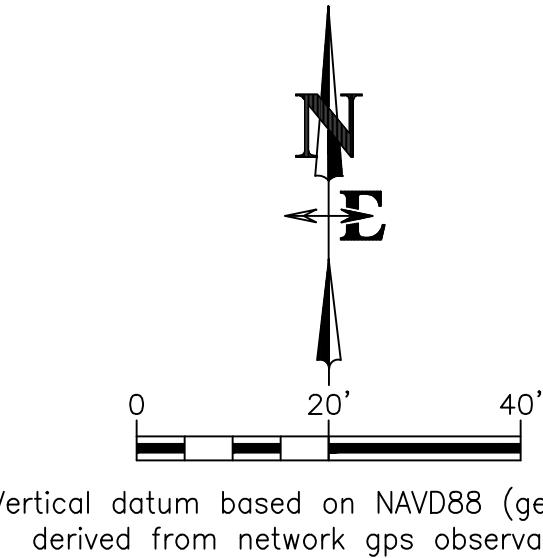
EXISTING ALLEY SITE PLAN



NOTE:
THIS MAP WAS PREPARED WITHOUT
BENEFIT OF TITLE REPORT AND IS
SUBJECT TO ANY OTHER EASEMENTS,
RESTRICTIONS, RESERVATIONS,
RIGHTS-OF-WAY, AND CONDITIONS OF
SIGHT AND/OR OF RECORD INCLUDING,
BUT NOT LIMITED, TO THOSE SHOWN
HEREON;

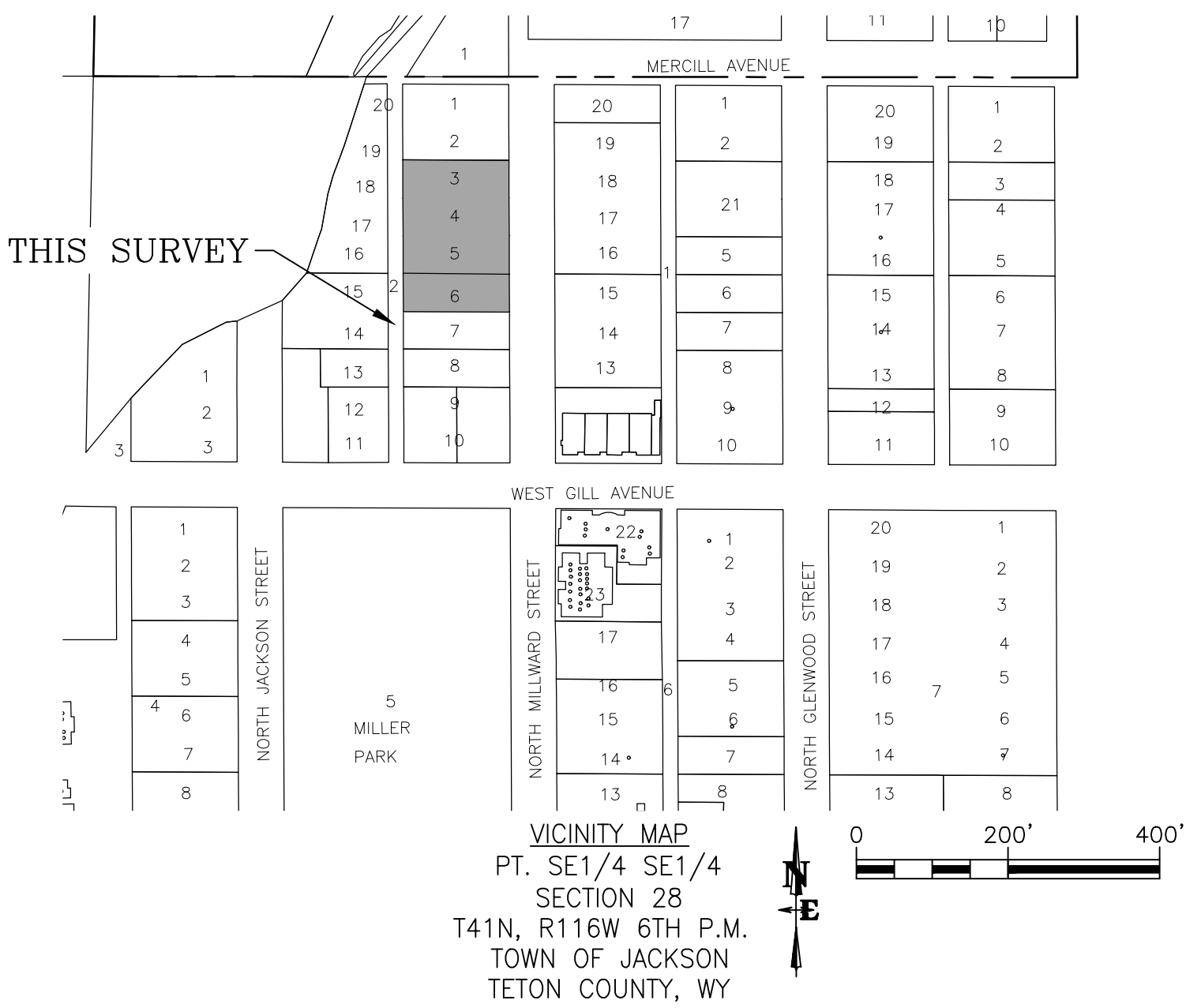
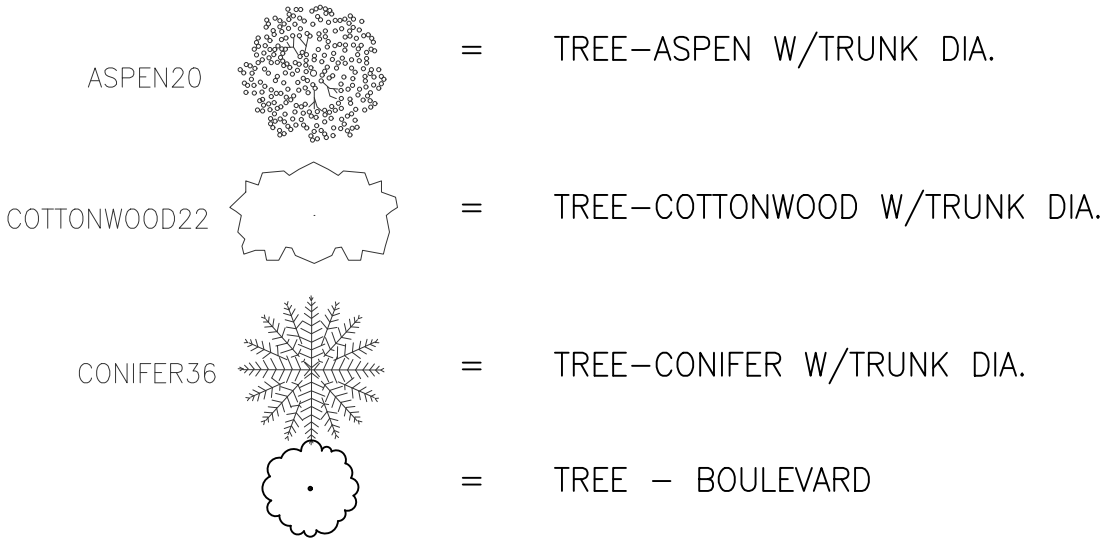
BUILDING SETBACKS PER TOJ CR-2
COMMERCIAL RESIDENTIAL ZONE

- 0-10' PRIMARY STREET
- 0-10' SECONDARY STREET
- 5' SIDE INTERIOR
- 10' REAR
- 10' ABUTTING PROTECTED ZONE



NOTE:

- The site survey represented on this map show conditions determined by a field survey made on January 26, 2023 with 12 - 18 inches of snow on the ground and may not reflect changes made subsequent to that date.
- The map was prepared without benefit of a Title Report and is subject to any other Easements, Restrictions, Reservations, Rights-of-Way, and Conditions of sight and/or of record including, but not limited to, those shown hereon.
- Site development setbacks and building setbacks shall be verified with the planning department in the authority having jurisdiction prior to planning any development. It is also to be understood that other applicable codes, restrictions, covenants and regulations applicable to development and use should be determined prior to planning any development as these are not shown on this mapping.
- Underground utility locates were not completed for the purposes of this survey; however, some private utilities were marked for other purposes at the time of fieldwork. Nelson Engineering picked up all present paint markings, but these markings are incomplete and only represent portions of the property. Other underground utilities may exist.



LEGEND	
	PROPERTY LINE
	LOT LINE
	EASEMENT LINE
	CURB AND FLOWLINE
	EDGE OF PAVEMENT
	GRAVEL
	CONCRETE
	SEWER LINE W/SIZE IF KNOWN
	STORM SEWER LINE W/SIZE IF KNOWN
	WOOD FENCE
	RAIL FENCE
	GATE
	GAS LINE
	GAS LINE FROM LVE APPROX. FROM AERIAL IMAGE
	GAS SERVICE LINE APPROX. FROM LVE AERIAL IMAGE
	OVERHEAD POWER LINE
	OVERHEAD POWER APPROX. FROM LVE AERIAL IMAGE
	BURIED POWER- APPROX. PER LVE
	UNDERGROUND ELECTRIC
	UNDERGROUND CABLE
	WATERLINE PER APPROX. FROM TOWN GIS
	BUILDING
	DECK
	BUILDING COLUMN
	CATCH BASIN
	CURBSTOP
	ELECTRIC TRANSFORMER
	TELEPHONE VAULT
	GAS VALVE
	GAS METER
	TELEPHONE PEDESTAL
	ELECTRIC METER
	SANITARY SEWER MANHOLE
	STORM SEWER MANHOLE
	CATCH BASIN
	POWER POLE
	GUY WIRE
	SIGN
	FOUND REBAR WITH CAP 13629
	NE REBAR WITH CAP 578
	FOUND REBAR
	STEEL BOLLARD
	EXISTING SPOT ELEVATION

DRAWING NO		JOB TITLE		DRAWING TITLE		REV	
3 of 3		NORTHWORKS		EXISTING ALLEY SITE PLAN		1/27/2023	
JOB NO		245 & 265 N. MILLWARD AVE., JACKSON, WY		EXISTING ALLEY SITE PLAN		8/03/2022	
22-020-01		LOTS 3-6, JACKSON, TETON COUNTY WY.		EXISTING ALLEY SITE PLAN		DK	
						DS	
						LR	
						APPROVED	



TO: Kimberly Daul

COMPANY: Northworks Architecture

FROM: Braden Olson – Nelson Engineering

CC: _____

DATE: 1/9/22

RE: Millward Street Apartments

PROMO/JOB #: NE 22-020-02

A vehicle tracking analysis was performed using CAD Analysis Vehicle Tracking tools.

For Exhibit A the vehicle that was used to perform the analysis was a 2009 Ford Escape 4WD SUV. Two separate analyses were conducted. The first shown on exhibit A is the vehicle pulling into the development. A two (2) point turn was performed to properly park the vehicle in the parking space. The second analysis shows the same vehicle backing up and exiting the development. A three (3) point turn was performed to properly remove the vehicle from the parking space and exit the parking lot. The 2009 Ford Escape is 14.55' long, 5.9' wide, and a turning radius of 19.79'.

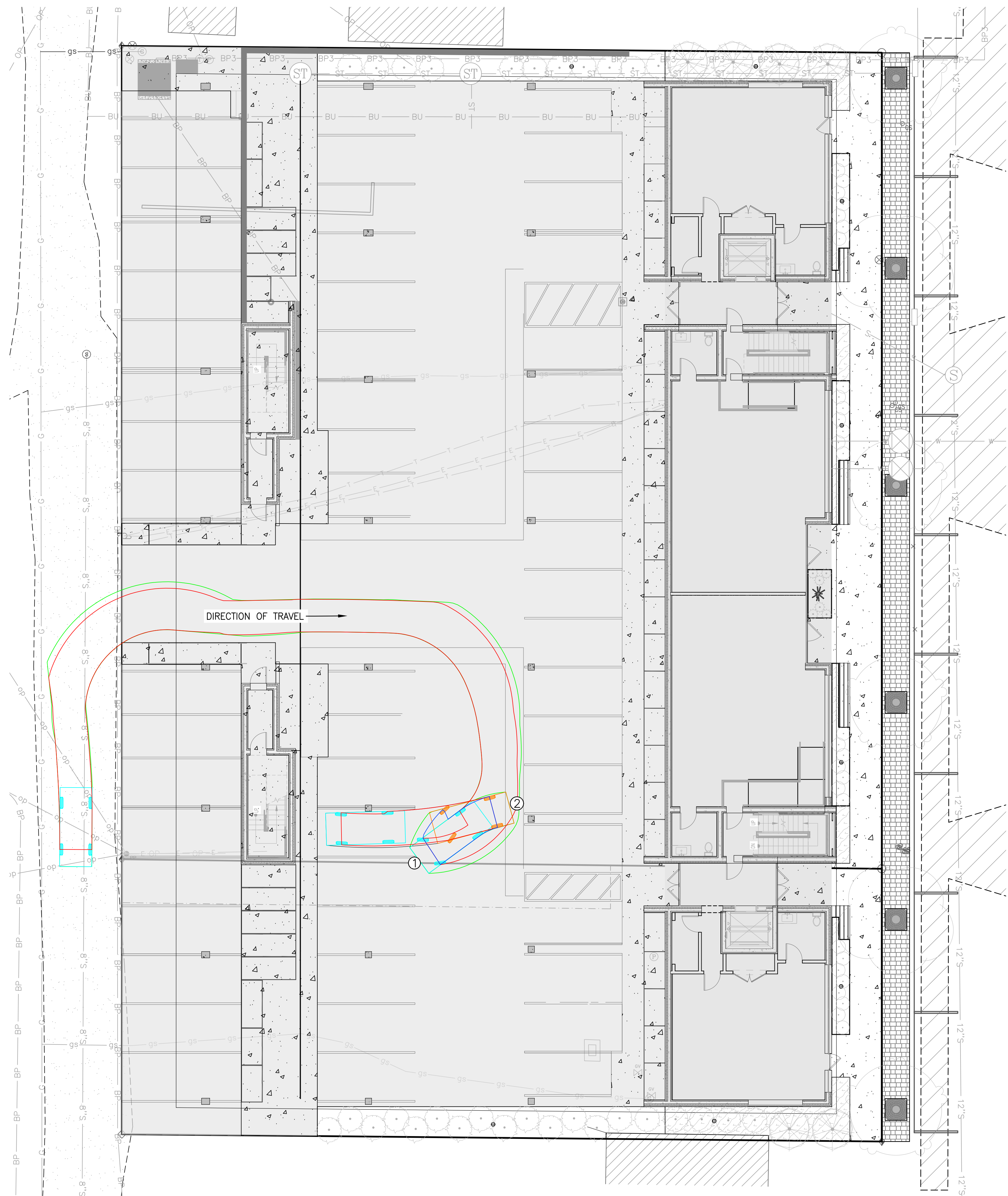
For Exhibit B the vehicle that was used to perform the analysis was a Mercedes Sprint Van. Two separate analyses were conducted. The first shown on exhibit B is the vehicle pulling into the development. A two (2) point turn was performed to properly park the vehicle in the parking space. The second analysis shows the same vehicle backing up and exiting the development. A three (3) point turn was performed to properly remove the vehicle from the parking space and exit the parking lot. The Mercedes Sprinter Van is 17.4' long, 6.5' wide, and a turning radius of 20.17'.

For Exhibit C the vehicle that was used to perform the analysis was a Hino 338 M Refuse Truck. One analysis was conducted to turn around. A two (2) point turn was performed to properly turn the truck around. The Hino 338 M Refuse Truck is 27.88' long, 8' wide, and a turning radius of 27.4'. The overall body height is 10.75' and the min height at the entrance to the point of turnaround is 12.0'.

For Exhibit D the vehicle that was used to perform the analysis was a Solo M850 SlimLine Bus that best models a UPS or FedEx delivery truck. One analysis was conducted to turn around. A two (2) point turn was performed to properly turn the truck around. The Solo M850 SlimLine Bus is 27.85' long, 7.7' wide, and a turning radius of 27.2'. The overall body height is 10.75' and the min height at the entrance to the point of turnaround is 12.0'. A Jackson UPS truck was measured on the street and the length was 27.75' and the height was 10.75'.

All analyses were performed under slow speeds and turning on the spot was utilized.

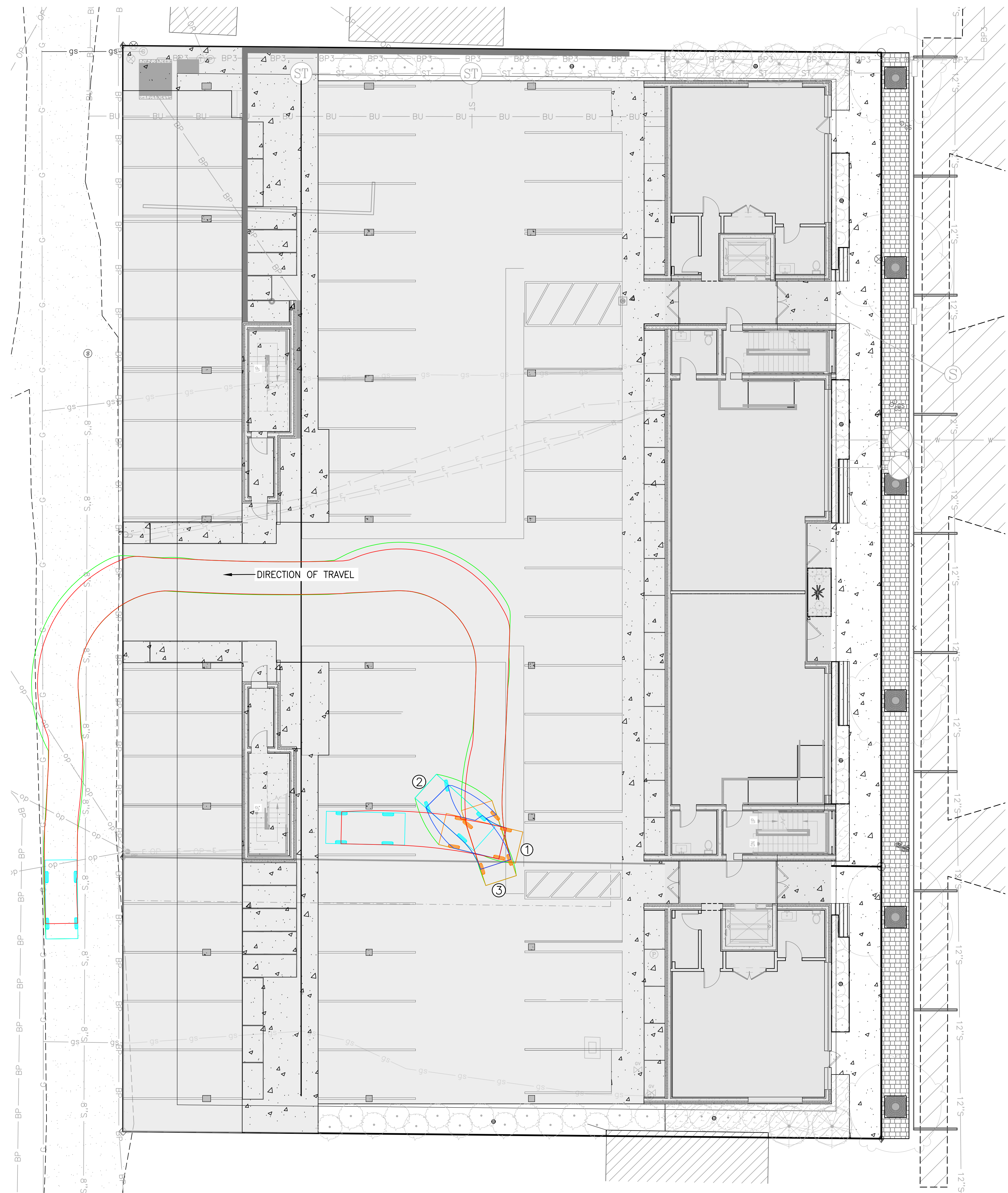
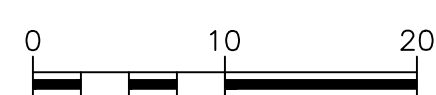
S:\Projects\2022\245 & 265 N Millward St. VNF\Drawings\SCENARIO 1 - VEHICLE TRACKING - Jan 16 2023 10:56:58 pm - RUTTER BY dcm DWG 1/16/2023 245



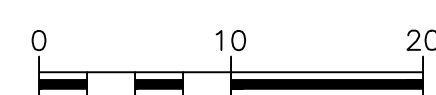
VEHICLE TRACKING ANALYSIS -
SCENARIO 1 ENTRANCE

LEGEND

- VEHICLE BUMPER
- VEHICLE AXLE
- VEHICLE
- VEHICLE POINT TURN
- VEHICLE POINT TURN AXLE
- POINT TURN NUMBER LABEL



VEHICLE TRACKING ANALYSIS -
SCENARIO 2 EXIT



NOTE:
THE VEHICLE USED IN THIS SCENARIO
IS A FORD ESCAPE 4WD SUV.
VEHICLE LENGTH: 14.6-FT
VEHICLE WIDTH: 5.9-FT
VEHICLE W/W RAD: 18.35-FT

NOTE:
Plan underlays were NOT updated since 01/09/23, but vehicle turning
diagrams still apply. Distances to vehicle axle were used to calculate
required depth and width of drive aisle hammerheads shown on A1.01.

ISSUED DATE	ISSUED FOR
1 12/23/2022	FDP RESUBMITTAL

PROFESSIONAL SEAL

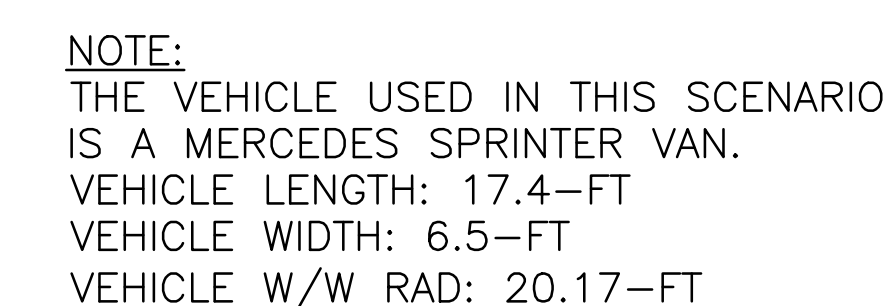
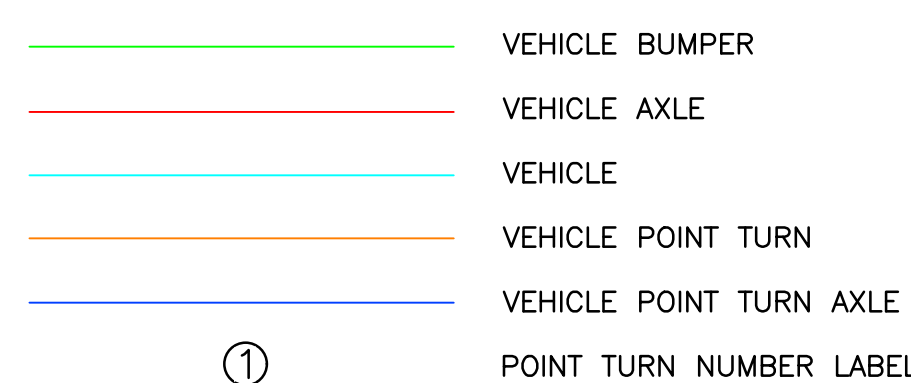
Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No. 22-020-02
Drawer	Drawn By BRADEN OLSON
Checker	Checked By JOSH KILPATRICK
Discipline	Drawing No.

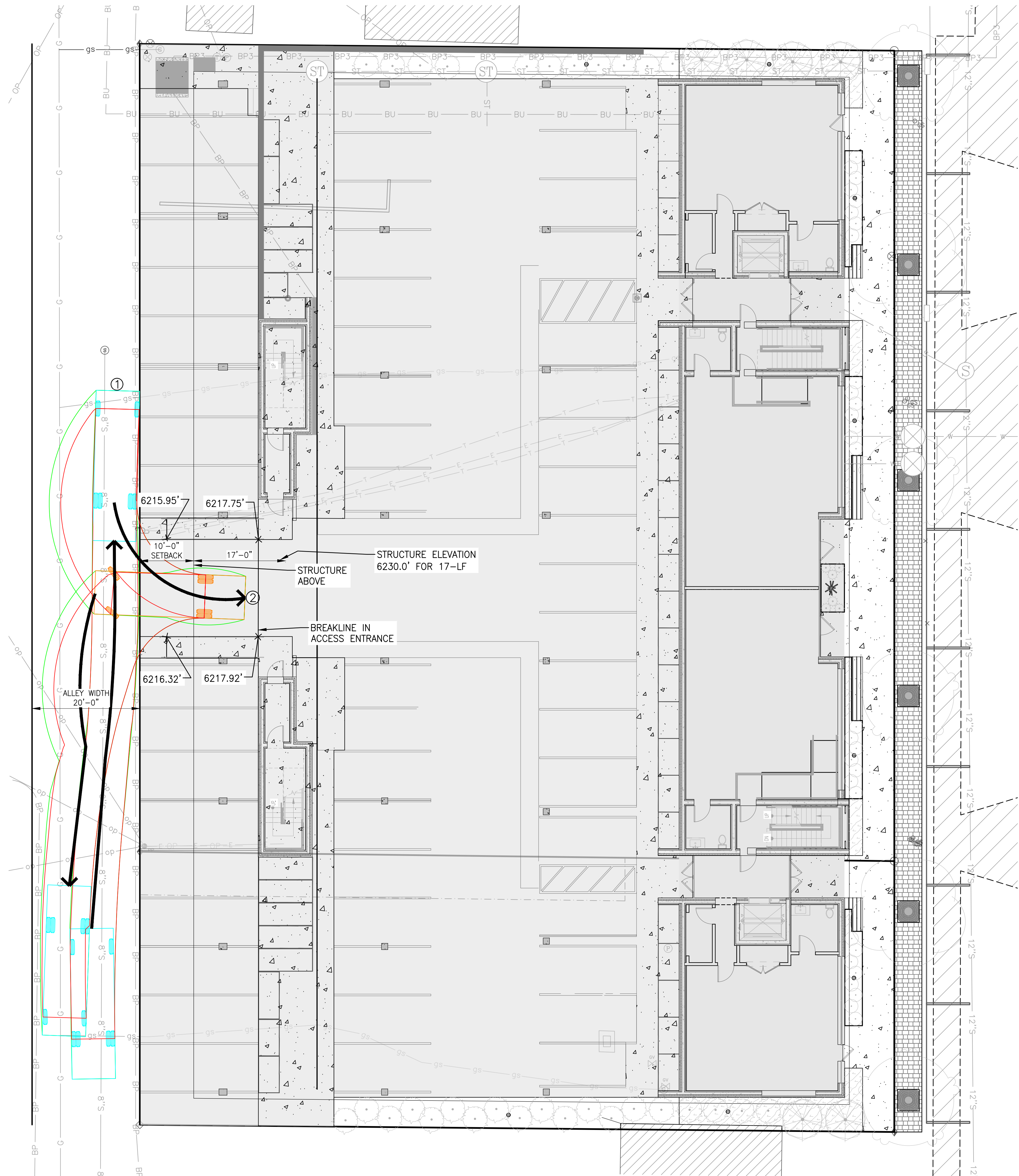
EX. A

Drawing Name
VEHICLE TRACKING
ANALYSIS



Drawing Name

VEHICLE TRACKING
ANALYSIS



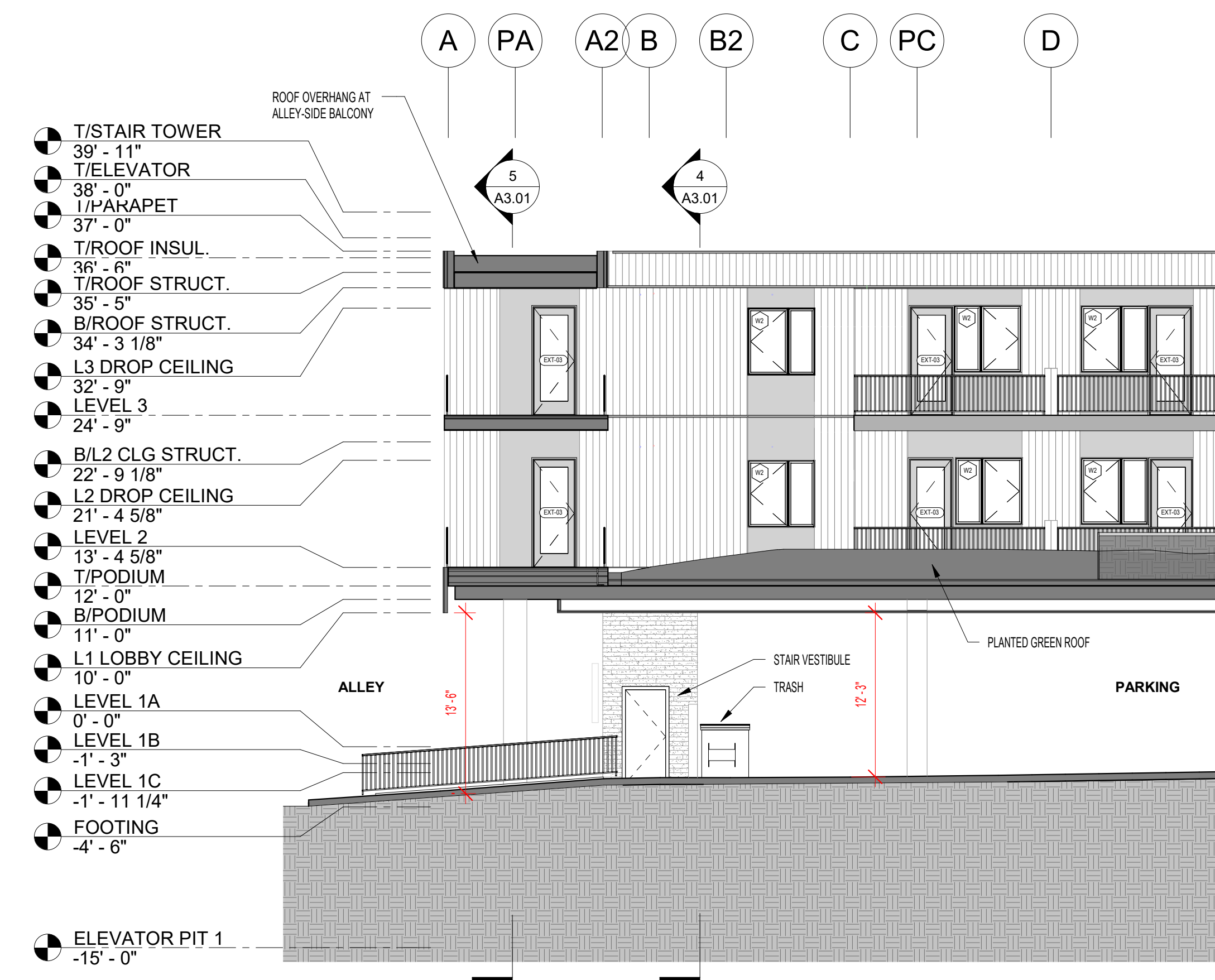
**VEHICLE TRACKING ANALYSIS -
SCENARIO 3 REFUSE TRUCK TURNAROUND**

LEGEND

- VEHICLE BUMPER
- VEHICLE AXLE
- VEHICLE
- VEHICLE POINT TURN
- VEHICLE POINT TURN AXLE
- POINT TURN NUMBER LABEL

0 10 20

NOTE:
THE VEHICLE USED IN THIS SCENARIO
IS A HINO 338 M REFUSE TRUCK.
VEHICLE LENGTH: 27.88-FT
VEHICLE WIDTH: 8.0-FT
VEHICLE W/W RAD: 27.4-FT
VEHICLE HEIGHT: 10.75-FT



NORTHWORKS
CHICAGO | JACKSON HOLE | SAN FRANCISCO | PHILADELPHIA

185 E. Hansen Avenue
T 307-201-5324

Jackson Hole, Wyoming 83001
www.nwks.com

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Any discrepancies shall be reported immediately to the
Architect before proceeding. Only figured dimensions should be
used. Contractors and fabricators to verify all dimensions on
site prior to beginning Work.

ISSUED DATE
1 12/23/2022

ISSUED FOR
FDP RESUBMITTAL

PROFESSIONAL SEAL

Project
Millward Street Apartments

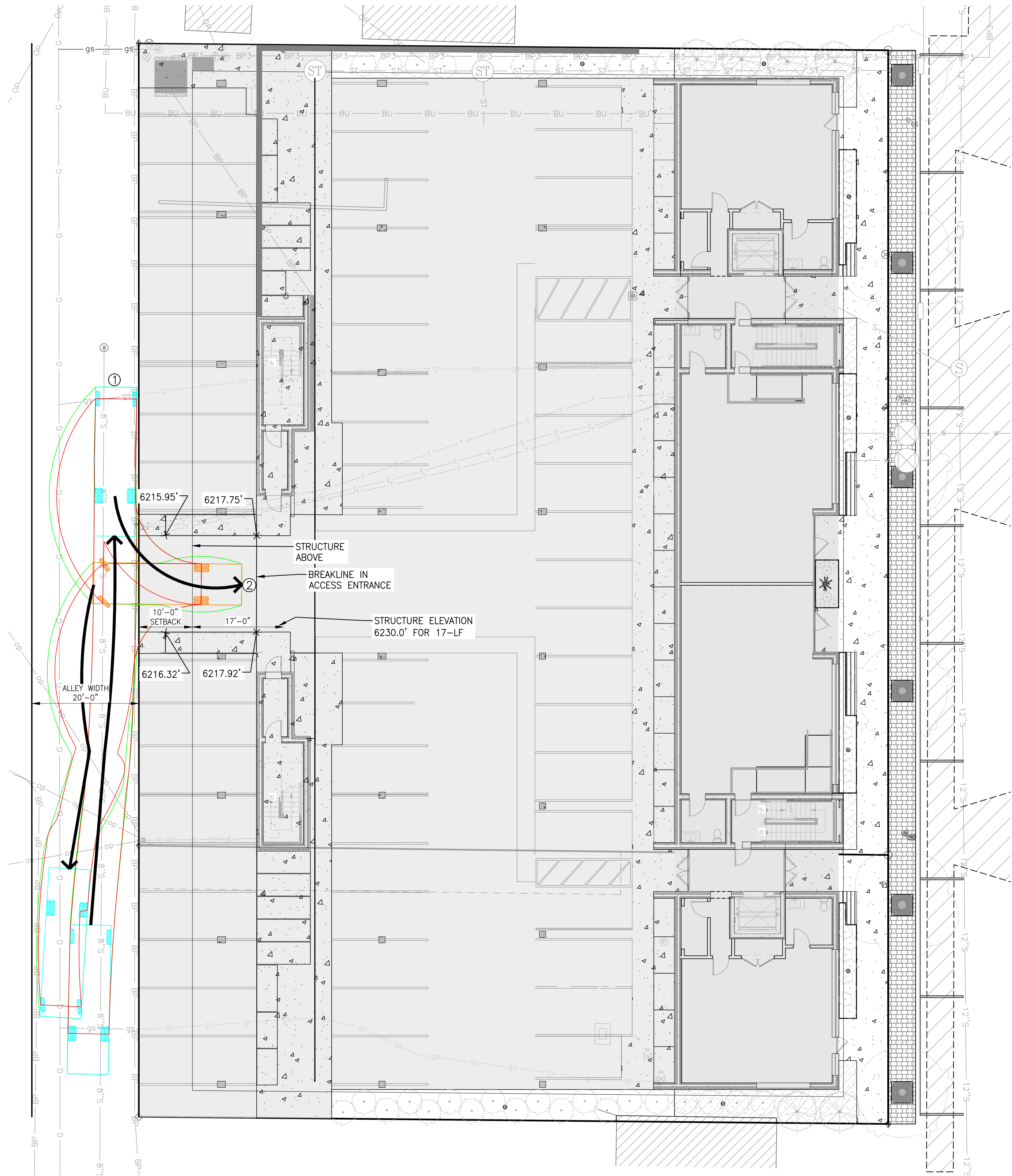
245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No.	22-020-02
Drawer	Drawn By	BRADEN OLSON
Checker	Checked By	JOSH KILPATRICK
Discipline	Drawing No.	

EX. C

Drawing Name
VEHICLE TRACKING
ANALYSIS

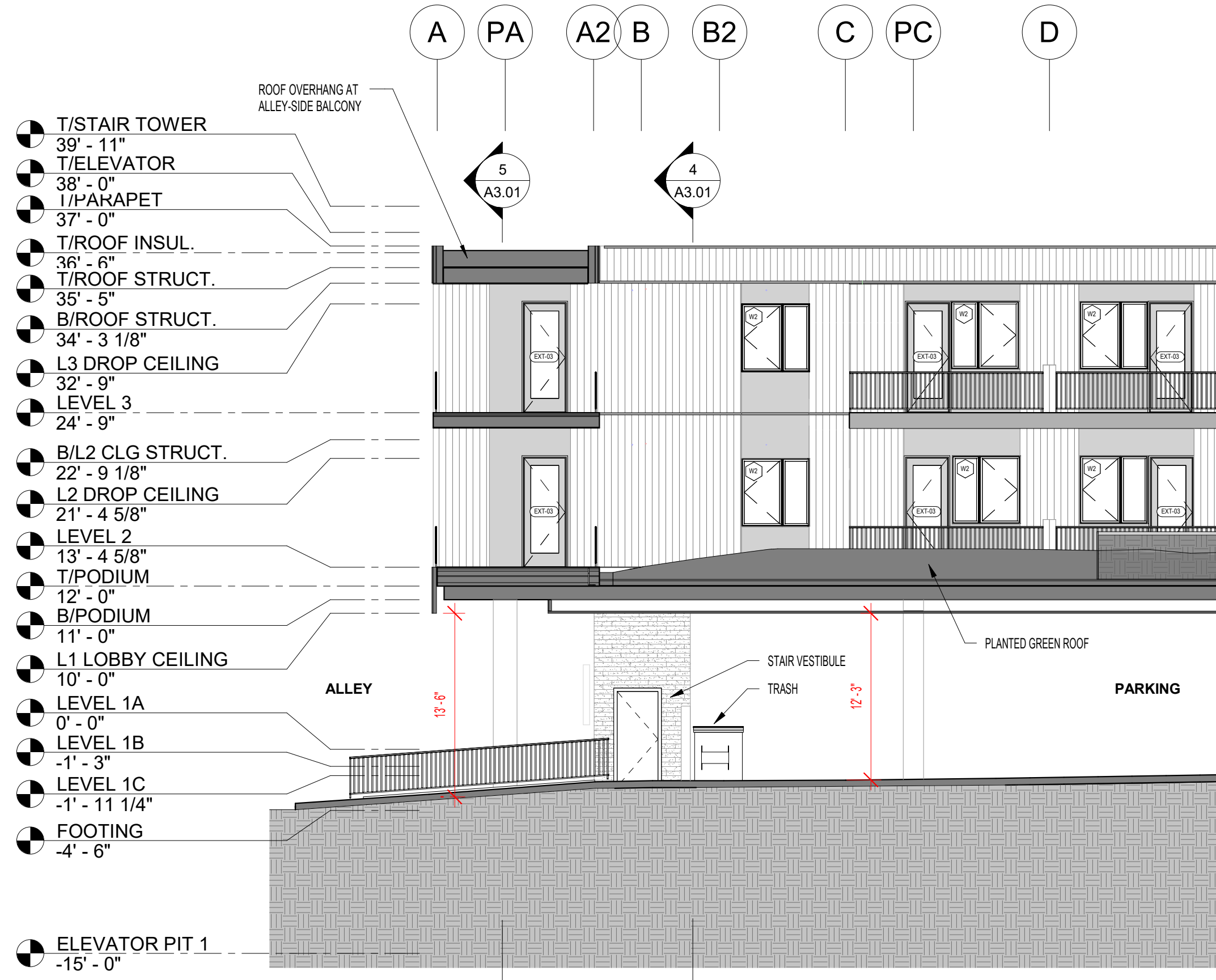
DESIGN DEVELOPMENT - NOT FOR CONSTRUCTION



VEHICLE TRACKING ANALYSIS -
SCENARIO 4 DELIVERY TRUCK TURNAROUND

- LEGEND
- VEHICLE BUMPER
 - VEHICLE AXLE
 - VEHICLE
 - VEHICLE POINT TURN
 - VEHICLE POINT TURN AXLE
 - POINT TURN NUMBER LABEL

NOTE:
THE VEHICLE USED IN THIS SCENARIO
IS A SOLO M850 SLIMLINE BUS THAT
BEST MODELS A UPS OR FEDEX
DELIVERY TRUCK.
VEHICLE LENGTH: 27.85-FT
VEHICLE WIDTH: 7.7-FT
VEHICLE W/W RAD: 27.2-FT
VEHICLE HEIGHT: 10.75-FT



NORTHWORKS

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Architect before proceeding. Only figured dimensions should be
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site prior to beginning Work.

ISSUED DATE	ISSUED FOR
1 12/23/2022	FDP RESUBMITTAL

PROFESSIONAL SEAL

Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No. 22-020-02
Drawer	Drawn By BRADEN OLSON
Checker	Checked By JOSH KILPATRICK
Discipline	Drawing No.

EX. D

Drawing Name
VEHICLE TRACKING
ANALYSIS

DESIGN DEVELOPMENT - NOT FOR CONSTRUCTION

09

CONSTRUCTION MANAGEMENT PLAN

MILLWARD CONSTRUCTION MANAGEMENT PLAN

245 & 265 North Millward Street, Jackson, Wyoming 83001
Lots 245 & 265



PROJECT SCOPE

The Millward Street Apartment project is a mixed-use development of 5,000 Square Feet of commercial space, 44 prefabricated apartment units, and 8 site built units. There will be a basement portion located under the commercial space with site parking located under the podium of the entire building. The apartments will have private balconies and half of these will overlook a green roof. The covered outdoor parking will be accessible via the alley at the rear of the building. The General Contractor will carry out site management in five phases referenced in the attached site construction management plans. The demolition phase will be contained by a fence and all construction activity occurs on site. The excavation phase will involve off haul and coordination with Town regarding right of way permits for sewer and utilities. The General Contractor will construct a pedestrian protective walkway bridge. The next three phases The General Contractor will apply for a right of way use permit for a lane closure that will be occupied by a mobile crane for no longer than 6 days.

The General contractor will conduct proactive neighbor outreach program to ensure all neighbors impacted by the project are aware of the schedule, duration, and magnitude of the project.



PROJECT SCHEDULE

The construction schedule will run concurrently for 30 months beginning May 2023 ending October 2025. First mobilization of demolition of existing structures will last for two weeks beginning June of 2023. It will be necessary for a right way permit for shoring and utilities beginning July 2023. We will have a temporary site crane delivered January 2024 and will remain on site until August of 2024. The General contractor will store prefabricated units on an additional site located on the corner of West Snow King Avenue and Cache. The general contractor will provide traffic control and notification to the Town of Jackson Police Department of the traffic interruptions and will provide traffic control.

PUBLIC IMPACT

The General Contractor will coordinate with the town to identify the properties and businesses most impacted by the construction information regarding schedule, traffic control, right of way use via email list and site signage. The general contractor will make the information available through a direct point of contact and will create and follow a public impact statement. The general contractor will also provide all contact lists of the public to the Town of Jackson Engineering Division.

The General contractor will maintain transparency of all conflicts of schedule for any shared use areas, special events, capital improvement projects and will accommodate with these events to minimize public impact. The contractor recognizes that this project is located on the trucking route and will make efforts to minimize disruption through signage and traffic control.

CONSTRUCTION PARKING

Construction parking will be self-enforced through staffing and signage. The general contractor will utilize onsite parking during excavation on half of the leveled site and access will be provided via Milward alley. The General Contractor will encourage carpooling and will provide shuttling of staff to and from the site when offsite parking is needed during the course of construction. Offsite parking will occur on the owner's additional site located on the corner of West Snow King and Cache Street. The general contractor will be able to return to onsite parking once the podium of the building concrete is placed and cured February 2024. The general contractor will conduct weekly sub-contractor meetings to enforce and maintain parking restrictions during construction.

SITE LOGISTICS

The General contractor will maintain a work schedule of 7:00 AM to 7:00 PM Monday through Friday and 8:00 AM – 5:00 PM on Weekends and Holidays during the course of construction.

The General Contractor will have a construction trailer on site for most of the construction until it is possible to utilize the parking area or commercial space to decongest the site parking. The general contractor will also maintain the appropriate number of trash and recycling roll-off containers during the entirety of the project. Initially, these containers will be located on the leveled site and will inevitably be moved around the perimeter of the building as progress continues. Concrete washout containment will be located as indicated on the attached site plan

and will be maintained from September 2023 to February 2024. Portable bathrooms will be maintained on site during the course of construction and located on the North end of the Millward Alley side of the site.

The entire site will have a steel construction fence with green masking along all four of the neighboring sides of the site. Gates will be located on the Millward alley and Millward Street side of the property.

Deliveries will mostly land on the Millward alley side of the property, while the mobilization of the prefabricated units will require a shut down of one lane of traffic. This lane closure will be required periodically during January 2024 through August of 2024. The total estimated days of closure will last approximately 6 days however, we cannot assess exactly when this will occur during the afore mentioned dates.

The haul route will follow the Town of Jackson's trucking route. The staging of the prefabricated modular units will be located at the corner of West Snow King Avenue and Cache Street. The route will begin on West Snow King, travel West to South Millward and continue North to the Site.

TEMPORARY USE OF STREET, ALLEYS, AND PUBLIC PROPERTY

The worksite will encroach into the right of way North and South on Millward to the back of the sidewalk. The General Contractor will provide pedestrian protective structure in compliance with all codes and regulations. The site barriers will not interfere with the town's snow removal and the General Contractor will remove all snow along the barrier after each snow event or Town

snow removal. Off haul of snow removal will not end at the fairgrounds and will end at the Owner's site on West King Street.

Construction materials and equipment will be stored inside of the protective fence or at the owner's other site on West Snow King Street. The General contractor will ensure that all fire hydrants, fire department connections, alarm boxes, catch basins, or manholes will not be obstructed by materials or equipment. The general contractor will ensure that there is no material or equipment interfering or obstructing with normal observation of traffic signals or hinder use of travel.

No material or equipment will be stored within 20' of an intersection to hinder or obstruct normal observation of traffic signals or hinder use. The general contractor will ensure that no material or equipment will interfere with the passage of water in the gutter and will ensure there is protection against all utility fixtures and the sight of all utility fixture shall not be obstructed.

RIGHT OF WAY PERMITS

- Continuous Sidewalk bridge from south end of the property to the north end
- Temporary Lane closure from south end of the property to the north end.
- Utility interruption for sewer, gas, and electric.



RESTRICTIONS

The General contractor will be in compliance with Jackson municipal code 12.08.040.B and the winter use in accordance with 12.08.320.

STORM WATER MANAGEMENT

The general contractor will follow best practices regarding storm water management. The project will have erosion control measures on the lower grade of the property. The General Contractor will use sand trap and oil interceptors for all areas recommended by the civil consultant team to protect any catch basins located on adjacent roadways and alleys.

CRANE

The location of the mobile crane will be within the delineated lane closure and delivery area. The range and height are not determined yet as the number of picks and sizes are still being determined. However, there will be no moving of materials over an open to the public areas. The General Contractor will amend this document showing the exact size and range of picks. The mobile Crane will have a maximum range of 160' from the center of the lane closure to the west side of the property. All picks will be contained within the construction area and the temporary delivery area. The General Contractor acknowledges picks are not allowed adjacent to areas open to the public unless they are within a fenced construction zone. The General Contractor will ensure cranes will be operated by certified operator and follow industry and OSHA standards.

PROTECTION OF PEDESTRIAN

The General Contractor will provide pedestrian protective walkway 8' tall with screening and guardrail. The construction barrier will extend the full length of the construction site and openings will be protected by gates that are controlled access points. The contractor will have a construction Drive-off grate to minimized dirt and gravel transfer and will maintain the adjacent areas of the roadway. The Barrier will not interfere with Town of Jackson snow removal. All applicable pedestrian signage will be used and will maintain ADA compliance.

STABIIZED CONSTRUCTION ACCESS

The General Contractor will provide and maintain a stabilized construction access. The general contractor will use a Drive-Off Grate at each gate and will broom sweep as necessary to remove tracked soil and mud.

TRAFFIC CONTROL

The General contractor will follow best practices for traffic control for all major deliveries and mobilizations as well as Crane picks. The General contractor will develop a relationship with neighbors and businesses to inform in advance and will use local police and traffic control guidance.



SHORING

The General contractor will follow best practices for shoring and will provide type and right of way permit necessary to perform. The General Contractor will provide an encroachment agreement within a right of way permit if necessary.

STAGING

The General contractor has acknowledged that there may be a need to use the owner's additional lot to store prefabricated units. Should this decision come to fruition, the General Contractor will identify that lot as West Snow King and Cache Street. The General contractor will apply for a conditional use permit and will delineate all structures and laydown areas intended to be used. The General contractor will also utilize a construction barrier no less than 8' tall with grates and Drive-off grates as well as providing 20' unobstructed view at the corner of West Snow King and Cache Street.

OPERATIONAL STANDARDS

STORAGE

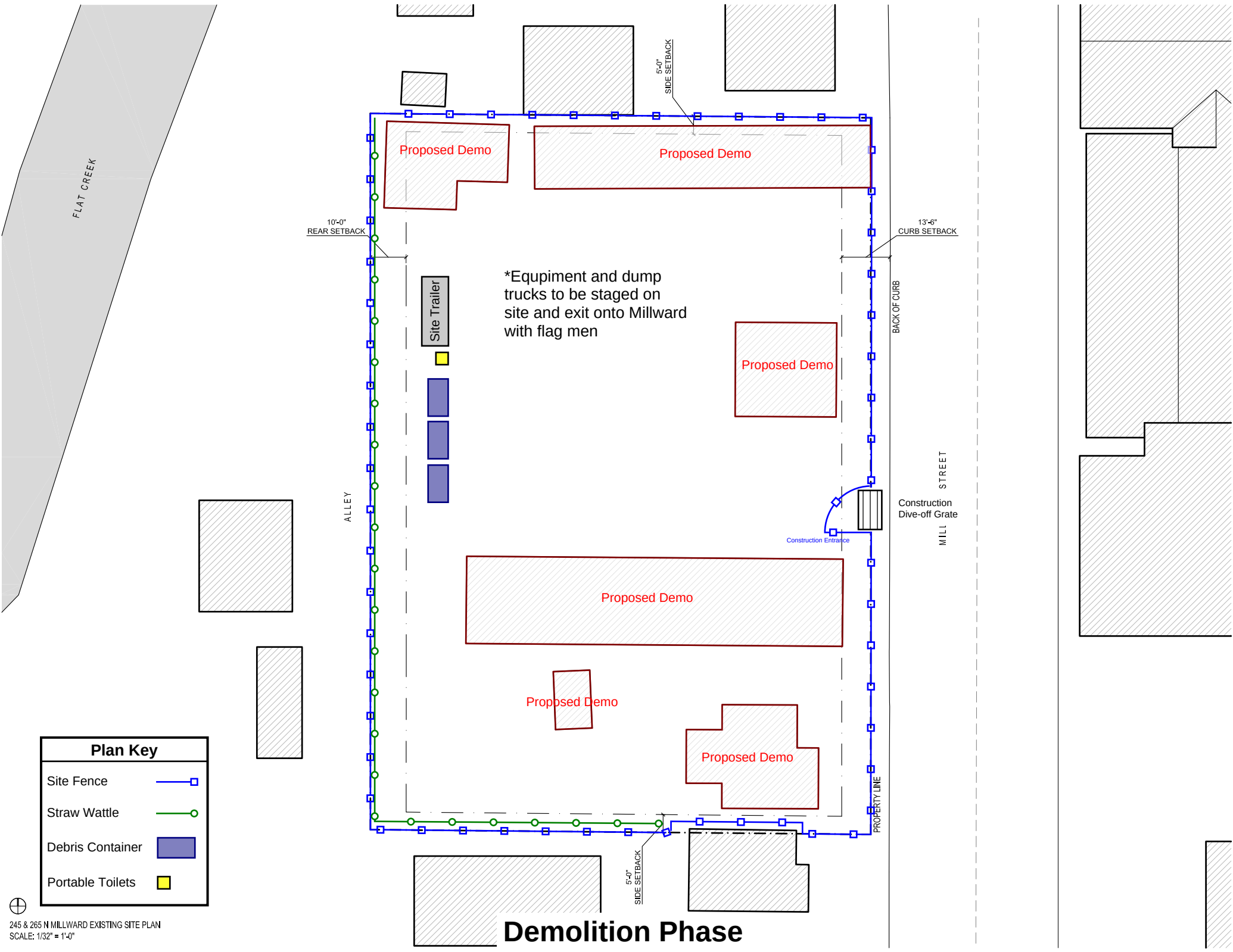
Prefabricated unit modules will be stored on the lot at West Snow King and Cache Street. Route map for deliveries shown on last page of this document.

NOISE

Noise levels during construction will not exceed the levels prescribed in the ToJ LSR Section 6.4.3 (65 DBA).

VIBRATION

Vibration during construction will not exceed the levels prescribed in the ToJ LSR Section 6.4.4 and will conform to the operational time constraints.



FLAT CREEK

10'-0"
REAR SETBACK

5'-0"
SIDE SETBACK

13'-6"
CURB SETBACK

Proposed Demo

Proposed Demo

Proposed Demo

*Equipment and dump
trucks to be staged on
site and exit onto Millward
with flag men

Site Trailer

Proposed Demo

Proposed Demo

Proposed Demo

BACK OF CURB

MILL
STREET

Construction
Dive-off Grate

Construction Entrance

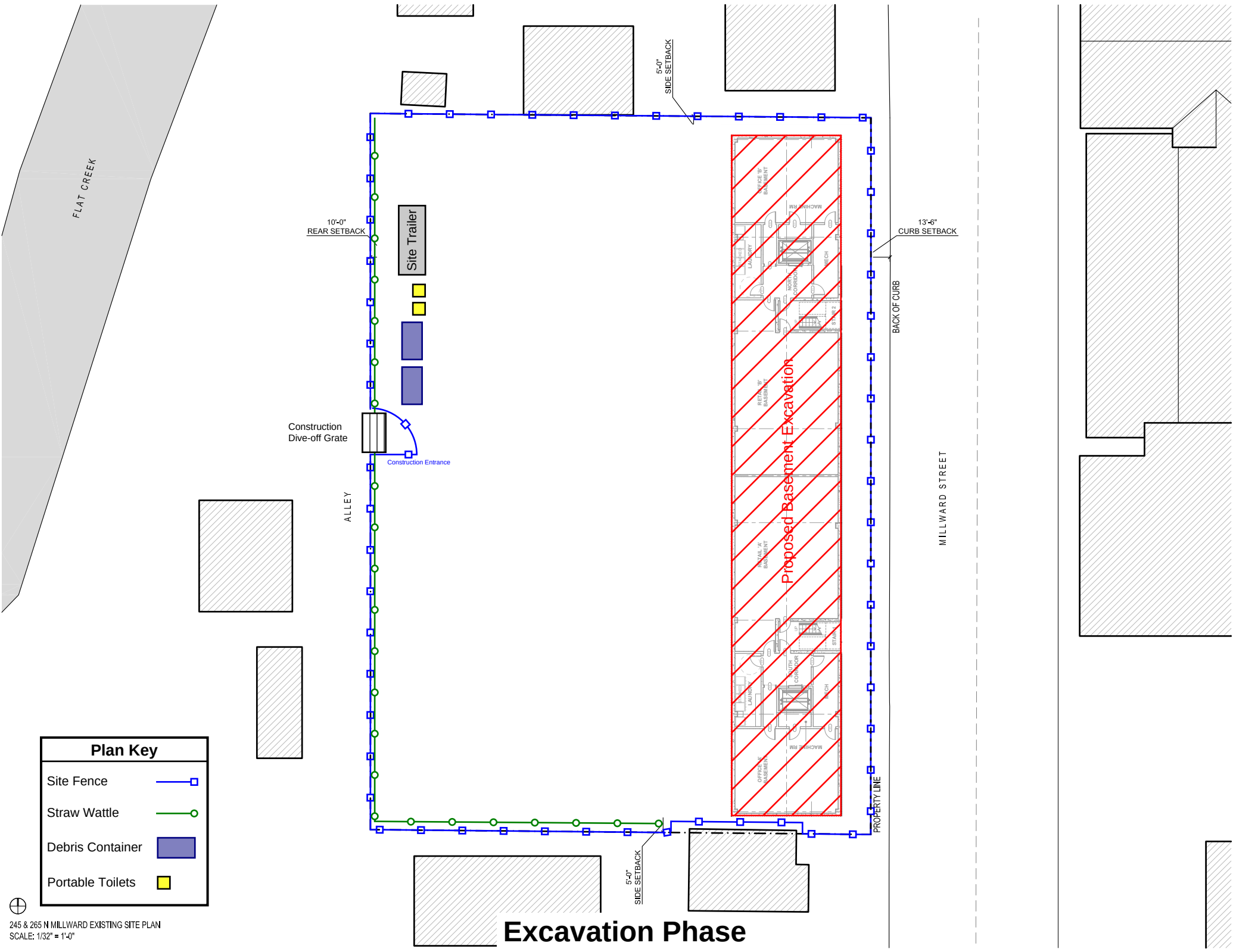
PROPERTY LINE

5'-0"
SIDE SETBACK

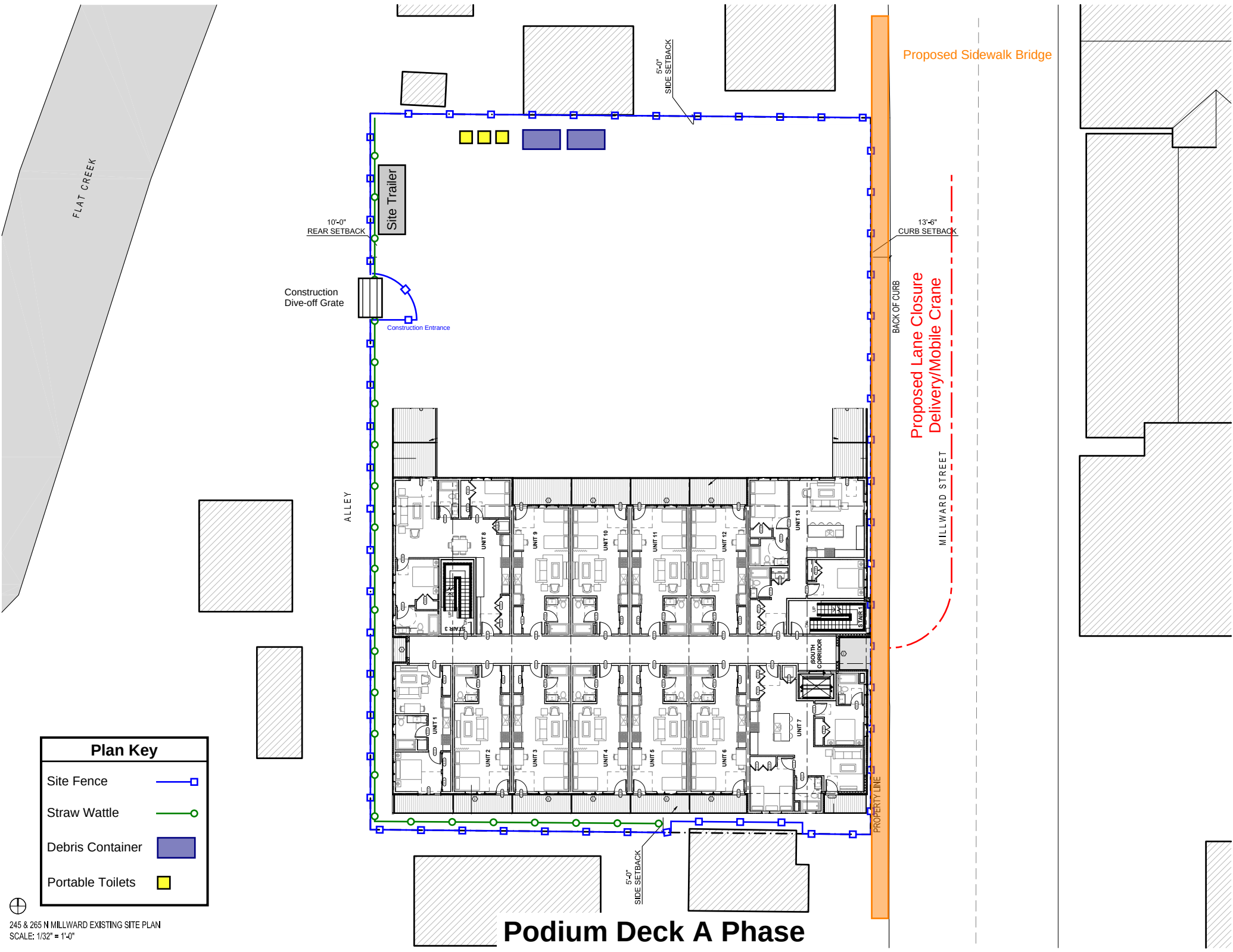
Demolition Phase

Plan Key

- Site Fence
- Straw Wattle
- Debris Container
- Portable Toilets



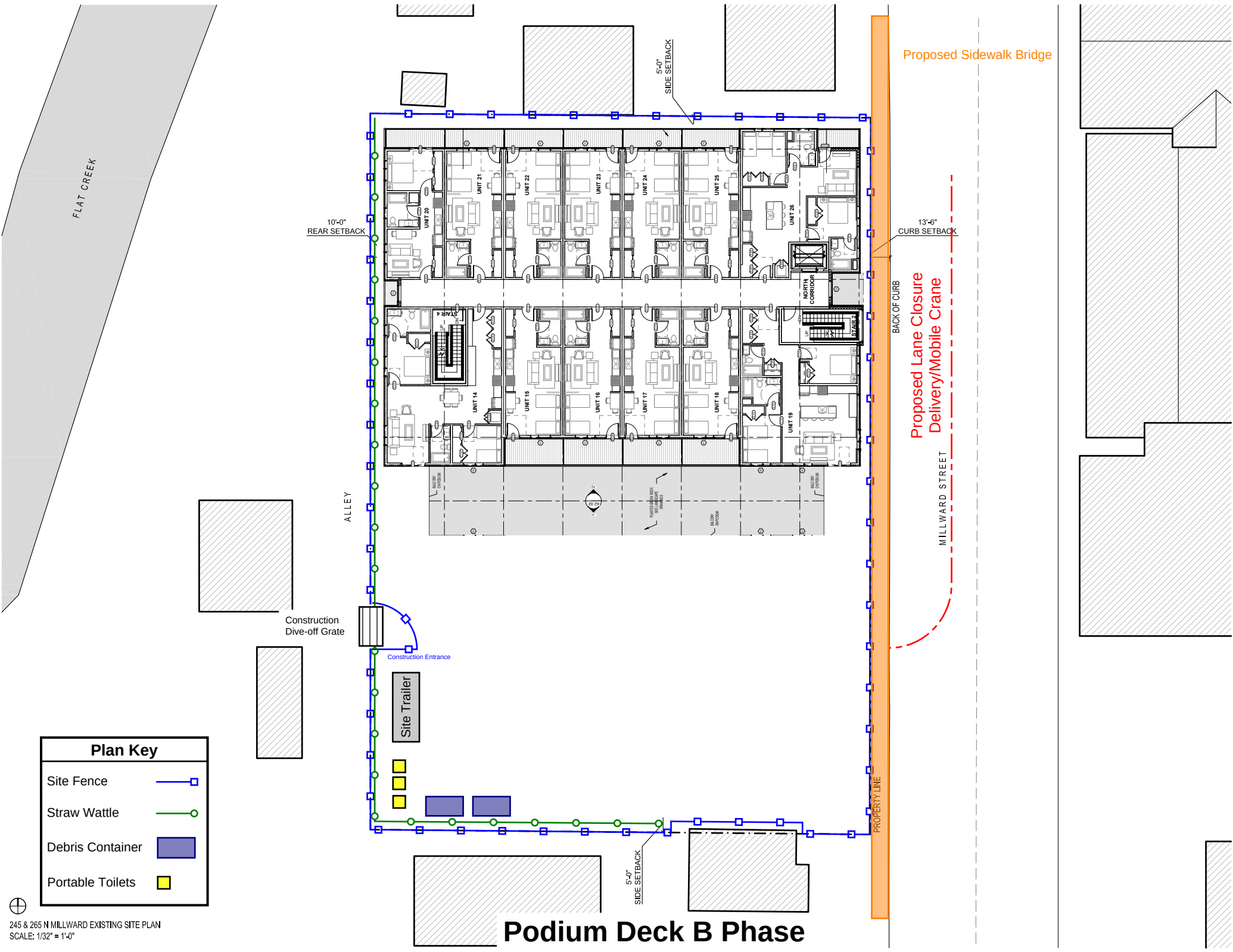
Excavation Phase



Plan Key	
Site Fence	
Straw Wattle	
Debris Container	
Portable Toilets	

245 & 265 N MILLWARD EXISTING SITE PLAN
 SCALE: 1/32" = 1'-0"

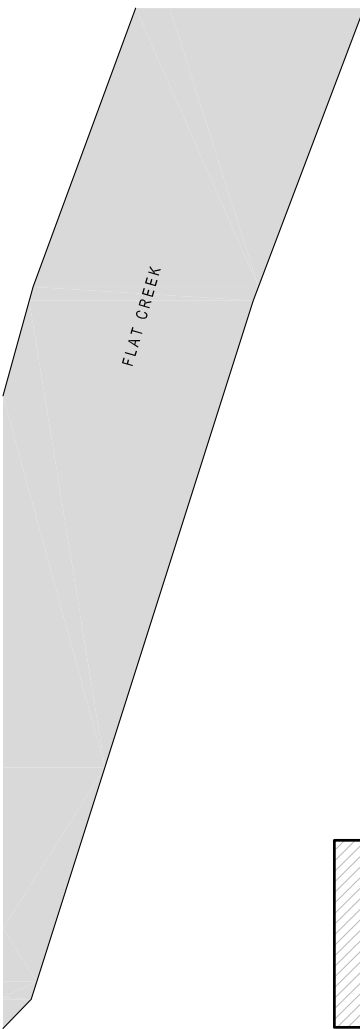
Podium Deck A Phase



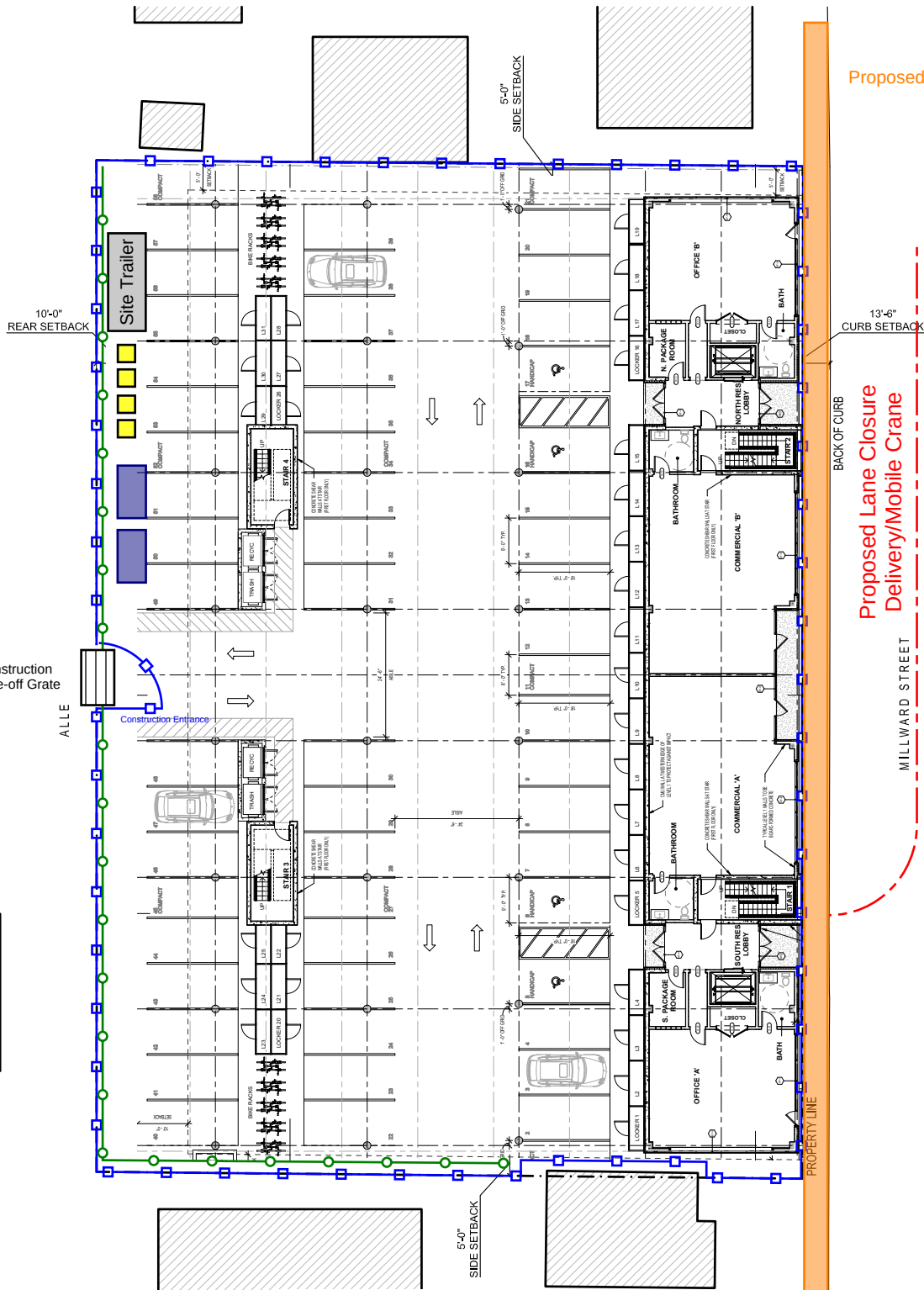
Plan Key	
Site Fence	
Straw Wattle	
Debris Container	
Portable Toilets	

245 & 265 N MILLWARD EXISTING SITE PLAN
 SCALE: 1/32" = 1'-0"

Podium Deck B Phase

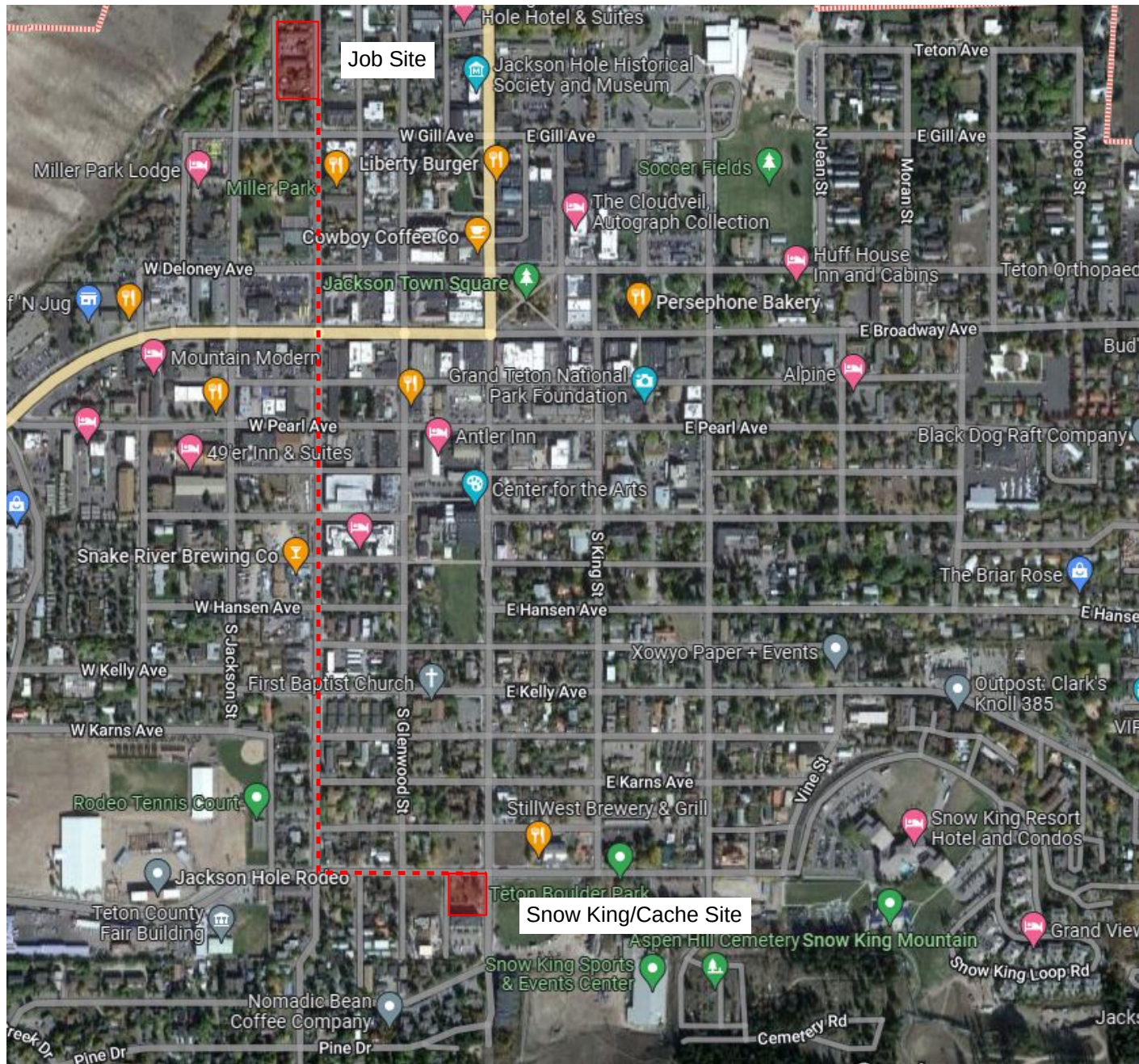


Plan Key	
Site Fence	
Straw Wattle	
Debris Container	
Portable Toilets	



Fitout Phase

Route Map: Delivery from Staging Area to Site



ENGINEERING REPORT

APPENDIX I – GEOTECHNICAL REPORT

APPENDIX II – STORMWATER RUNOFF CALCULATIONS

APPENDIX III – WATER & WASTEWATER CALCULATIONS

APPENDIX IV – TRIP GENERATION & ALLEY WIDTH

APPENDIX V – FIRE FLOW WATER MODEL EXHIBIT

ENGINEERING REPORT

Introduction

This engineering report provides the basis for design and addresses the engineering related issues for the proposed multi use development. The proposed project site consists of both lots located at 245 and 265 N. Millward comprising approximately 0.64 acres. The existing site contains hotel, office and residential structures along with a combination of both gravel and asphalt parking and driveway areas. The site is currently nearly completely developed, with minimal (23%) existing pervious surfacing or landscaping. There are several existing buried and overhead utilities serving and/or just outside the property including four water services, two sewer service lines, and buried and overhead power and communications that will require abandonment or relocation as a result of the proposed development. Water and sanitary sewer facilities are provided to the property through Town of Jackson (ToJ) Systems. The level of detail includes the basic layout and general design elements. Design detail will advance as the plan moves into the construction permitting and construction phases of the project.

Soils and Groundwater Conditions

A geotechnical investigation was performed by Nelson Engineering in 2022 and is attached to this report as Appendix I. This report noted that silt, gravels, sands and clay to a depth of 20' exist on site. Groundwater was found at approximately 14.5'

Access and Parking

Access to the site will be from the alley to the west of the property that connects to W. Gill Ave. to the south. The proposed 20-ft wide access to the site is limited to the alley width. From the alley, an 18' wide entrance will provide access to the covered parking garage that is at, or near existing grade. Covered parking for the development will primarily be located below the proposed building.

Consistent with current conditions, there will be on street parking along N. Millward St.

Street frontage along N Millward St. will include vertical curb with detached sidewalk with a paver strip and tree wells as required. It is assumed that since the existing use is commercial and lodging, and the proposed use is to be commercial and residential, that the vehicle trips will remain much the same.

Grading, Drainage, and Stormwater Management

Grading of the site will alter the grades of curb and gutter along N. Millward St. All Curb and gutter and sidewalk will be removed and replaced along N. Millward. Grades of new flowline gutter will be held within 2% to 4% cross slope from N. Millward St. A curb inlet will be added to the north end of the curb and will connect to the proposed site storm line. Development of the site will leave little to no pervious surface as currently exists. Storm water will be collected on the roofs and terraces of

the development and conveyed to a central collection system internal to the site, discharged to the Millward storm sewer with final discharge to Flat Creek to the north. Water collected from parking and driveway areas will be treated via sand oil separator prior to discharge to City storm sewer. All grading in the alley and along the west side will match existing grades.

The existing site contains four separate structures along with asphalt paving and parking. All existing stormwater runoff from the site sheet flows in a northwesterly direction towards Flat Creek. Based on ToJ regulations, the proposed development is required to detain any additional runoff above and beyond the existing conditions. Preliminary stormwater calculations were performed and are included in the Appendix II. Results indicate the proposed development has a lower time of concentration and an increased stormwater runoff volume at the 100-yr storm event when compared to existing conditions. Pre and post runoff flows are 0.91 and 1.52 cfs, respectively, or a 0.61 cfs (275 gpm) difference.

A buried manhole capturing roof stormwater and snowmelt runoff, with an open bottom to drain to natural grade is proposed along with a sand-oil-separator located upstream treating parking lot runoff. It is proposed that final flows enter the existing 18" dia. ToJ storm sewer in N. Millward prior to discharge to Flat Creek. An inlet grate in the curb at N. Millward is proposed at the point of connection.

The open bottom manhole will provide storage beyond the allowable pre-development run-off. The volumetric difference in post and pre-development runoff is approximately 600 gallons. If a storm event exceeds the allowable storage volume run-off will flow to the ToJ stormwater system.

The design of stormwater facilities includes:

- Insulating all shallow stormwater pipes and buried tanks.
- Installation of heat tape for all roof drains to prevent winter freezing.
- Installation and testing of all storm facilities in accordance with manufacturer's recommendations, the most current version of Wyoming Public Works and ToJ details.

Appendix II along with grading and stormwater management plans will be refined through the Grading and Erosion Control Permit process as the project develops.

In accordance with the conditions of the development and plans presented, applicant agrees to pave the alley and work with the Town to install necessary storm conveyance and detention on the north end of the alley.

Water System

The closest ToJ water main to the property is an existing 6" dia. main located in the east traffic lane of N. Millward. To verify the existing water facilities are sized adequately, proposed water flows, both domestic and fire were estimated for the development. Current proposed programming values for the development were utilized for the estimates. Per fixture unit calculations provided in Appendix III, which includes water demand estimates for the building comprised of 2 commercial, 2

offices and 51 residential units/spaces, the domestic demand for the development is 100 gpm. Assuming the estimated demand, a 4-inch dia. domestic water service and 2" meter is recommended to serve the development. Based on water system modeling, it is expected that adequate capacity is available from the Town's water system.

Due to the size and proposed use of the development, the structures will require automatic fire sprinkler systems. Fire flow requirements were determined by mechanical as 500 gpm. Calculations in Appendix III indicated a 6-inch dia. DI water service is capable of providing combined domestic and fire sprinkler demands (600 gpm), at 6.8 fps, 3.7-ft of headloss resulting in an approximate residual pressure at the building of 61 psi.

Because of the location of the development being in the core downtown area, it was assumed that additional exterior flow requirements would be needed in the event of a fire. It is assumed that 2 additional fire flows of 1,000 gpm would be required on adjacent fire hydrants. The building fire flow, along with the 2 exterior fire hydrant flows were simulated in the ToJ Water Model. Results of the modeling are included in Appendix V, which indicate that residual pressure at the area of interest are 40 psi and never below 35 psi during in the entire system for a fire flow scenario.

In compliance with ToJ's conventional practice that a single development be supplied water through one location from the ToJ's system, a single connection will be constructed from North Millward St. This connection will then split at the property line with separate buried valving for domestic and fire suppression serving the development. To provide the maximum domestic water demand, a 4-inch dia. waterline will be installed to the development off of the new 6-inch dia. water service main at the property line. All proposed water system requirements are indicated on the Proposed Utility Plan located in the Development Plan Drawings. As the project advances the project team will coordinate with the fire sprinkler designer and the Fire Department to ensure adequate fire protection measures and equipment are in place.

Sewer System

The proposed development will be connected to the ToJ sewer collection system at a manhole in Millward. The existing manhole already has a service pipe that will be removed and a new 6-inch dia. service pipe stubbed in.

Daily wastewater flows for both the existing and proposed developments were estimated using Tables 1 and 2 of WDEQ Chapter 25 and are provided in Appendix III of this report. Results of both existing and proposed wastewater flows are 2,770 gpd and 10,280 gpd, respectively.

Applying a peaking factor of ten yields a peak hour wastewater generation of approximately 71 gpm for the development. Water demands based on fixture units (see above) was estimated at 100 gpm, thus the more conservative peak water use rate was assumed for wastewater flows. Based on existing pipe type, diameter and slope, the existing ToJ sewer main in Millward (12-inch dia estimated. sewer main @ 0.37% slope) will see a reduction in overall peak capacity of 7.1% as a result of the new development, leaving room for roughly 1400 gpm of flow from other sources.

Detailed calculations for wastewater estimates and capacity calculations have been provided in the Appendix III. There are no immediate lift stations or treatment systems downstream of the development. It is prudent that the utility provider (ToJ) assess the impacts of this development on remote conveyance and treatment systems.

Wire Utilities and Gas

The development will require 3-phase power service. Based on discussions with Lower Valley Energy, the closest and most convenient location is north on Millward on the property of 295 N. Millward. The power alignment is proposed parallel to the west curb along Millward and down the northernmost property line to the proposed power vault and transformer located at the northwest corner of the development. Additionally, several existing power poles in the alley, along with other wire communication services, will need to be lowered and buried across the alley to the residences to the west.

The new transformer serving the development has been sized and placed with the proper clearances. Power meters will be installed in banks on a northwest wall near the stairway of the covered parking area along the west alley parking. Included in the Development Plan Drawings is a utility plan and power plan indicating the proposed location of the facilities.

Refuse, Garbage, Trash, and Recycling

Refuse, garbage, trash, and recycling will be kept in covered containers at all times within the covered garage. All containers will be kept within enclosed structures as indicated on the proposed site plan.

Snow Storage

Due to the proposed scale of the development, there is very little area on the site which is not covered by roofs or decks. The only area on the site where snow removal will be required is within the last 10 feet of parking spaces adjacent to the alley, which is very minimal. The total area of uncovered parking that is required for snow removal is 1,815-SF. Regulations state that 2.5% of required area be used for snow storage. Minimum snow storage required is 45-SF. More than the minimum will be provided in the northern and southern landscaped areas. Due to the nature of the development and the proposed amenities, all excess snow will be removed from the site in an expedited manner.

Alley Traffic Volumes, Width Criteria & Conditions of Improvement

Volumes I and II of the “Institute of Transportation Engineers” (ITE) were utilized to assess vehicular traffic impacts to the alley associated with the proposed development. Empirical survey data acquired by ITE for road systems serving single-family and apartment developments served as the basis for estimating vehicle trips. Trip generation data and estimated results of the analysis in a post-development condition are provided in Appendix IV and summarized in the table below. Data represents one-way trips to and/or from residence with primary access from the alley.

Post-Development Alley Traffic - Estimated Trip Generation					
Desc.	No.	Units	* Peak Weekday	* Peak Hr (a.m.)	* Peak Hr (p.m.)
Existing Single Family Dwellings:	7	residences	67	6	7
Proposed Millward Housing Dev.	51	parking spaces/vehicle	260	24	31
Total:			327	30	38
* Number of one-way trips per the Institute of Transportation Engineers Vol. 1 and 2 trip generation manuals (see Appendix IV).					

AASHTO’s, 7TH Edition of the “Highway & Street Design” manual was utilized to establish roadway width criteria for the alley based on traffic volume. Assigning the alley the designation, “Urban Residential Street” and “Minor Access” according to AASHTO’s manual constitutes traffic volumes between 250 and 400 vehicles per day. The minimum suggested roadway width is 18’ in accordance with Table 13-1 in Appendix IV of this report. It is noted that roadway width includes both travel ways and shoulders per Table 13-1. The alley width west of the proposed development is 20’, thus adequate to serve post-development traffic volumes.

Conditioned as part of this development, the applicant has agreed to pave the alley following sewer main replacement within the alley by ToJ. Based on discussions with ToJ Public Works, the pavement widths agreed upon are 17’ wide from West Gill Ave to the northern end of the proposed development, tapering to 14’ in width thereafter to the north. Note that total width of the travel way (pavement plus road shoulder) will exceed 18’. The Town will install new sewer main, remove or relocate features incumbering the alley (as necessary) and complete prep. work in anticipation of paving (by applicant). In addition to paving, and in accordance with the plans, the applicant will work with ToJ to complete grading and reclamation work for a drainage swale and detention on the north end of the alley. The stormwater retention area will serve as a sedimentation/percolation basin, with emergency overflow for 100-yr+ storm to Flat Creek. Storage volumes are for stormwater collected in the north end of the alley. During winter conditions, the retention area will be used for snow storage for ToJ.

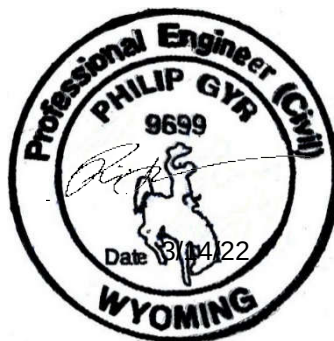
APPENDIX I – GEOTECHNICAL REPORT

GEOTECHNICAL INVESTIGATION

**LOTS 3-6, BLOCK 2 JACKSON SUBDIVISION
245 & 265 NORTH MILLWARD STREET
JACKSON, WYOMING**

PREPARED
FOR
245 265 MILLWARD LLC c/o KAIKOA LLC
WILSON, WYOMING

PREPARED
BY
NELSON ENGINEERING
JACKSON, WYOMING



MARCH 2022
Project No. 22-020-02

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APPENDIX

GENERAL AND PROJECT DESCRIPTION

This is the report of a geotechnical investigation for a proposed development at Lots 3 through 6, Block 2 of the Jackson Subdivision in Jackson Wyoming. Project plans include the demolition of the existing multi-unit residential structures and residence and construction of a multi-story structure with possible basement level parking. Geotechnical recommendations in this report are based preliminary project information provided by Northworks Architects and survey by Nelson Engineering.

Scope of Services

The scope of services for this investigation was to provide geotechnical recommendations based on a subsurface investigation and soils laboratory testing for the proposed mixed-use development. The purpose of the subsurface investigation was to determine soil and groundwater characteristics. The results of the subsurface investigation and subsequent laboratory testing were utilized in engineering analysis for recommendations pertaining to structural foundations, drive and parking areas, retaining walls, and general earthwork. It is our engineering judgment that the existing and proposed slope geometry and composition indicate stability therefore slope stability analyses were not conducted. Specific recommendations for drainage and surface water conveyance are not within the scope of work.

Foundation analysis and resulting recommendations are based on typical loads for the type of structure proposed. Prior to finalization of project plans, foundation plans and loads should be sent to this office for review to ensure compliance with this report. Recommendations assume foundation elements are not subjected to unusual loading conditions such as eccentric loads or vibratory equipment. Lateral earth pressure recommendations contained herein are general in nature; it is critical that retaining wall designs are reviewed by the geotechnical engineer.

SITE CONDITIONS

Description

The project occupies 4 town lots with an area 0.64-acres at 245 and 265 North Millward Street. A former motel converted to apartments and parking occupy the northern part. Town of Jackson planning and building records indicate the motel complex was constructed in phases between 1934 and 1987. 245 North Millward Street contains a small single-family residence; planning and building records it was constructed in 1941. Access is provided by North Millward Street to the east and an alley to the west. Developed and undeveloped commercial and residential properties adjoin on all sides.

Local topography is relatively flat with gentle slopes to the west towards Flat Creek which flows from northeast to southwest about 100 feet to the west.

Geology and Soil Mapping

The area's surface geology is mapped on the USGS "Geologic Map of the Jackson Quadrangle, Teton County, Wyoming," J.D. Love and H.F. Albee, 2004. The map shows "Qf-Alluvial Fan Deposits-Water-laid gravel, sand, silt, and clay spreading out from mouths of ravines and canyons" on the southeastern half of the project and "Qfp-Flood-Plain Deposits-Sand, silt, clay, and minor lenses of gravel" within the northwestern half. Gray, light gray, dark gray, olive green, and brown weathered sedimentary bedrock deposits found at depth may be rock of the Sohore Formation described as "Ks-Sohore Formation-

Gray and tan lenticular fine-grained sandstone, gray shale and shaly sandstone, carbonaceous shale, marlstone, and some beds of coal.”

The US Natural Resources Conservation Service's Soil Survey of Teton County has mapped the Greyback gravelly loam at the site. The soils are alluvial and/or glaciofluvial deposits located on 0 to 3 percent slopes. This soil is described as very deep, somewhat excessively drained, and composed of gravelly loam, very gravelly sandy loam, and very gravelly loamy sand.

Seismic Hazard

Jackson Hole is located within the Intermountain Seismic Belt, a zone extending from southern Utah through eastern Idaho and western Montana, and encompassing western Wyoming and the Teton Range as referenced by Robert B. Smith and Walter J. Arabasz in "Seismicity of the Intermountain Seismic Belt, Neotectonics of North America," 1991. The USGS Earthquake Hazards Program has mapped Quaternary faults and folds in the United States as displayed on Google Earth with the following active faults near the site: the Teton Fault, the Phillips Valley Fault, and secondary faults within the Jackson Hole Valley. In particular, the Teton Fault is thought to be capable of producing major earthquakes of a magnitude of six or greater. The portion of the Teton Fault mapped as active in the Quaternary is approximately 6.7 miles northwest of the site.

The USGS “Geologic Map of the Jackson Quadrangle, Teton County, Wyoming,” J.D. Love and H.F. Albee, 2004, shows the postulated trace of the Cache Creek Thrust Fault a quarter mile south of the site and the East Gros Ventre Fault 400 feet west/northwest of the site. The Cache Creek Thrust Fault is not classified by the USGS as active. The East Gros Ventre fault is a Class B fault. Class B is defined as “geologic evidence demonstrates the existence of a fault or suggests Quaternary deformation, but either (1) the fault might not extend deeply enough to be a potential source of significant earthquakes or (2) the currently available geologic evidence is too strong to confidently assign the feature to Class C [which show insufficient evidence of faulting or deformation] but not strong enough to assign it to Class A [evidence demonstrates Quaternary faulting of tectonic origin].”

SITE INVESTIGATIONS

Field Investigations

On February 14 and 15, 2022, five borings, BH-1 through BH-5 were advanced at the locations shown on **Drawing 2 – Boring Location Map** in the Appendix. Borings were approximately located with a Leica Zeno 20 GPS unit to within 3 feet. Boring locations and depths were selected to best determine subsurface conditions throughout the project. All borings were backfilled with drilling spoils after logging was completed, asphalt patch was installed on the surface of BH-1 through BH-4, which were advanced in asphalt. Flush mounted monitoring wells were installed in BH-2 and BH-4.

IME of Riverton, Wyoming, drilled borings with a truck-mounted Mobile B-57 drill rig. All borings were advanced using a 7-inch outer-diameter (O.D.) hollow stem auger. Sampling was performed with 2-inch and 3-inch split-barrel (split-spoon) samplers per ASTM D1586. Andy Pruett, a Professional Geologist, Phil Gyr, PE, a Professional Engineer, and James Molloy, a Geologist-in-Training, all of Nelson Engineering, logged the borings and directed the sampling. Soils were classified in the field and logged by the geologist. The soil classifications, moisture conditions, and presence of organic or other notable features were

recorded in the field logs. Bulk samples were sealed in plastic bags and transported to our laboratory for testing and further classification. Undisturbed samples of fine-grained soils were obtained in Dames and Moore samplers for consolidation and unconfined compressive strength testing. Groundwater observations were made at the time of the boring advancement based on field observations of soil moisture conditions. Field observations and laboratory testing results are presented both on the boring logs and in the Laboratory Results sheets in the Appendix.

The stratification lines shown on the boring logs represent the approximate boundary between soil types. The actual in-situ transition may be either gradual or abrupt. Due to the nature and depositional characteristics of natural soils and fills, care should be taken in interpolating subsurface conditions beyond the location of the boreholes. Soil conditions can change rapidly in both the lateral and vertical directions. Groundwater conditions shown on the logs are only for the dates indicated.

The subsurface conditions were interpreted from the described boreholes at the site. The soil properties inferred from the field and laboratory analyses supported by our experience formed the basis for developing our conclusions and recommendations.

Samples obtained during the field investigation were taken to the laboratory where they were visually classified in accordance with ASTM Test Method D-2487-93, which is based on the Unified Soils Classification System. The soil samples stored in our laboratory will be discarded after 30 days from the date this report is submitted unless we receive a specific request to retain them.

SUBSURFACE CONDITIONS

Soil Profiles

Profiles consisted of surficial fills and silts overlying coarse-grained alluvial deposits overlying weathered sedimentary bedrock. BH-1 through BH-4 were advanced through the asphalt parking lot of the motel and underlying asphalt were gravel with sand fill to depths of 1 to 1.5 feet. Underlying fills and from the ground surface of BH-5, were frozen, moist, brown and dark brown silt with sand and gravel to 3 to 3.5 feet. Below silt deposits in all borings were gravels composed of medium to very dense, poorly graded gravel with silt and sand (GP) and occasional silty gravel with sand (GM) were encountered to depths of 18.5 to 23.5 feet. The majority of samples contained fractured angular gravels indicating the presence of larger gravels and cobbles. Well- and poorly-graded sand lenses/strata are common in these soils and have been found in nearby projects. Smooth moderate drilling observed in BH-3 from 17 to 19 feet is typical of drilling through sand strata. Weathered sedimentary bedrock was encountered at 25.5 feet in BH-1, 31.0 feet in BH-2, 31.5 feet in BH-3, 26.5 feet in BH-4, and 26.0 feet in BH-5. Bedrock consisted of highly to completely weathered and weak to friable gray, light gray, dark gray, olive green, and light brown intervals of dry to moist fine-grained, poorly graded sandstone, silty sandstone, siltstone, silty sandstone, and claystone. Some intervals were fully weathered into soil with most of the sandstone maintaining rock qualities. SPT N_{cor} corresponded to dense to very dense at all sampling intervals within unconsolidated soils with the exception of medium dense conditions at 10 feet in BH-1. SPT N_{cor} corresponded to medium dense to dense at all sampling intervals within weathered bedrock. Heave into the HSA occurred in BH-2 in sampling intervals at 15, 20, and 25 feet. Heaved material was composed of sand and fine gravels.

Groundwater

A partially confined aquifer within the alluvium is indicated with the underlying bedrock forming an aquiclude. Groundwater was observed during drilling in BH1-4, not in BH-5. Monitoring wells installed in BH-2 and BH-4 show water levels at about 11.5 and 13.5 depth as measured in February. Moisture content of weathered bedrock in all borings was dry or moist. The absence of an aquifer in BH-5 may be due to an aquiclude forming a localized dry area.

GEOTECHNICAL ANALYSIS & RECOMMENDATIONS

General

This report addresses a multi-story commercial structure occupying the buildable space within the property. At the time of this report, both an underground parking garage and at grade parking were under consideration.

Seismic Design Parameters

The 2021 International Building Code (IBC) designates site class per ASCE 7 Chapter 20. Data obtained in this investigation is not sufficient to determine soil parameters as required by ASCE 7; therefore, the IBC directs that seismic coefficients and design spectra shall be determined using **Site Class D**, Latitude of **43.483°** and Longitude of **-110.765°**.

Groundwater Discussion

This area of northern Jackson is postulated to be underlain by a continuous partially to unconfined aquifer with extents to the north and east. Flat Creek is not directly connected to this aquifer as evidenced by water levels in the creek at higher elevation than water elevations in the monitoring wells. Flat Creek upstream of the town and recharge areas to the north and east are postulated as the natural recharge sources. Flood irrigation ditches in the Elk Refuge and the diversion of Gros Ventre River flows into Flat Creek may also contribute to seasonal fluctuations with high groundwater occurring in the late spring and summer.

Local Groundwater Data

Groundwater data from WYDEQ studies, nearby geotechnical investigations, and building records was researched and analyzed. Geotechnical investigations at 105 Mercill revealed groundwater depths of about 15 feet at seasonal winter lows. Monitoring well measurements near seasonal peak at 225 North Millward were about 16 feet in July in high water season. The hotel/commercial structure at 260 N. Millward has a basement, depth and flooding history unknown. The new Rusty Parrot building has a parking garage level with the deepest below groundwater depth that requires continuous pumping. Local area data shows aquifer depth varies over relatively short distances.

Flat Creek water surface elevation in the reach west of the property was measured in early March 2022 at $6010 \pm 0.5'$. Depth to water in BH-2 and BH-4 at 11.3 feet and 13.5 feet correlates to water elevation of 6106 ± 1 and 6104.5 ± 1 respectively. Direct hydraulic connection between creek and groundwater is not indicated, as expected from previous experience in the area.

The northeast motel building has a partial basement. NE performed an inspection of the motel basement; depth of floor below adjacent parking lot is estimated at about 9 feet putting the floor elevation in the range of 6108-9. There were no obvious high-water lines indicating past flooding.

Both creek elevation and water levels in the monitoring wells measured in February are data from the seasonal low. The magnitude of seasonal and long-term fluctuations in groundwater depth is not known with certainty however Wyoming DEQ records from prior investigations along Cache Street are available. Data was collected in monitoring wells over several years. Seasonal and long-term fluctuations of 5 or more feet above levels measured in mid-winter have occurred in these wells.

Conclusions

Absent long-term monitoring of seasonal peak elevations, conservatism is advised in planning new construction. Although the existing basement have not had water infiltration historically, this evidence is not conclusive in determining the piezometric elevation of high-water level during flood years due to clay and silt layers that may confined the aquifer. New construction of deeper basements would remove the confining layer, allowing flood year water levels to achieve shallower depths. **Therefore, we recommend that basement level construction shallower than 8 feet below asphalt at MW-2 should be both waterproof and consider buoyancy in structural designs.** Construction dewatering at depths below 10 feet dependent on season should be anticipated. Construction dewatering discharge may prove problematic as the TOJ will likely not permit discharge to the storm sewer system. Measurement of monitoring water elevation on a regular basis though a full year prior to construction is recommended.

Existing Underground Structures and Utilities

All existing foundations and utilities shall be removed within the proposed building footprints. Where debris and buried utilities are found during construction, they shall be removed and the excavations evaluated by this office.

Spread Footings

Spread footings bearing on dense, cobble and gravel deposits are appropriate foundation elements. If pockets of sand/silt/or clay are found at bottom of footings and slabs, these soils shall be removed until competent cobble and gravel soils are exposed. Backfill of existing foundations and structures beneath slabs and footings shall be structural fill. Where required, structural fill shall be placed to achieve footing grade. Subgrades beneath all footings and fills below foundations shall be compacted to a depth of 8 inches to 95% of maximum density per ASTM D698 (Standard Proctor).

A net allowable bearing capacity of **6000 PSF is appropriate.** The net allowable soil pressure includes dead load plus maximum live load. The above analysis assumes a **maximum width of 12.0 feet** for continuous footings and a **maximum dimension of 8 feet** for isolated footings. The net allowable soil pressure includes dead load plus maximum live load. These calculations assume a **minimum footing depth of 34 inches below existing grade** and that a maximum total settlement of 0.5 inches be tolerated on any one footing and the maximum differential settlement between footings that can be tolerated is 0.25 inches.

Bearing capacity values and settlement shall be checked for each combination of load to determine whether settlement or bearing capacity will control the response of the footing. Foundation elements supporting large concentrated loads should be analyzed on an individual basis to determine settlement and bearing characteristics. Other foundation parameters and restrictions are given below:

1. A one-third increase in allowable bearing capacity may be used for short duration loads such as wind or seismic.
2. Backfill against shallow foundations and stem walls shall conform to Drawing 3 in the Appendix. In no case shall material greater than 6 inches in diameter bear directly on or against foundation elements. Placing oversized material against rigid surfaces can damage the structure and interferes with proper compaction.

Any soil type encountered at the bottom of footing excavations other than those described above should be analyzed by Nelson Engineering. Isolated boulders at footing grade should be excavated and removed unless approved by Nelson Engineering. Any excessively loose material or soft spots encountered in the footing subgrade will require over-excavation and backfilling with structural fill. All footings shall be suitably reinforced to make them as rigid as possible.

Lateral Earth Pressures

For this analysis, it is assumed that all foundation and retaining walls will be backfilled with structural fill per Drawing #3. Sloped backfill will result in higher lateral loading, if sloped fills are planned, lateral loading should be analyzed by this office. Adjacent foundations may affect lateral earth loading dependent on proximity. Lateral earth pressures from adjacent structures are not accounted for here.

Lateral loads may be resisted by friction between the footing base and supporting soil and lateral bearing pressure against the sides of the footings. Design parameters recommended are a **coefficient of friction of 0.45** at the footing base and a **lateral passive bearing pressure of 350 psf per foot of depth if compacted fills are carefully placed and tested.**

For foundation or stem walls restrained from movement such that active earth pressures will not be allowed to develop, an at-rest equivalent fluid pressure of **60 PCF** is appropriate. For foundation or stem walls with active earth pressure loading, an equivalent fluid pressure of **40 PCF** is appropriate.

The Mononobe-Okabe (M-O) equations are often used to estimate dynamic forces against retaining walls. The M-O analysis is theoretically derived using active earth pressure conditions. Although there is debate about the theoretical applicability of this methodology to restrained or rigid walls, the method has been used for many years for the seismic design of such walls. The performance record of underground walls during earthquakes has generally been good. Appropriate parameters for the M-O analysis are: 1) soil unit weight 135 pounds per cubic foot, 2) Internal Friction Angle= 34°. The more limiting case, at-rest or active seismic pressure, shall be utilized in the structural design of restrained or rigid retaining walls.

Shoring, Underpinning, Excavation Slopes

Shoring will be required for excavations occurring near property lines. Stabilizing underground utilities, adjacent foundations, excavation slopes, and other features may be required. Loads and location of the foundation elements of all adjacent structures and infrastructure should be thoroughly researched and understood by project designers. Utility locations should be thoroughly researched and understood by project designers

Shoring and underpinning design and construction is typically delivered by specialty design-build contractors. Soil nail and soldier pile walls are most commonly utilized for deep excavation shoring. Shoring and underpinning designs should be performed by engineers licensed in Wyoming with experience in this type of work. Shoring and underpinning should be performed by experienced geotechnical contractors.

Conservatively assigned soil properties appropriate for shoring and underpinning design based on soil properties found the borings. Shoring designers are responsible for designs that address all aspects of shoring designs and are responsible for determining if additional investigations are necessary for adequate shoring design.

Table 1: Soil Properties for Shoring and Underpinning

Soil Type:	Dense to Very Dense Gravels w/Cobble
Moist Unit Weight (γ) =	135
Cohesion (c) =	25
Effective Friction Angle (ϕ') =	35

Interior Slabs-On-Grade

Interior slabs shall be founded upon the following section from top to bottom: 1) a leveling course mat 4 inches in thickness composed of clean pea gravel or WYDOT Grade GR or equivalent compacted to a minimum of 95% of maximum density as determined by ASTM D 698, 2) 12 inches of structural fill, 3) native subgrade compacted to >95% of Standard Proctor maximum density. Where suitably dense gravels are found at subgrade, structural fill thickness may be reduced if approved by this office.

Concrete slab-on-grade control joints should be saw-cut as early as possible. Nelson Engineering recommends the use of a soft cut system, which allows saw cutting as soon as the concrete can support foot traffic. Successful crack control is dependent upon proper joint spacing. Control joints should be placed in accordance with current Portland Cement Concrete Paving Association guidelines.

Sidewalks and Exterior Slabs

Sidewalks and exterior concrete slabs for foot traffic shall be placed upon a minimum of 3 inches of ¾-inch minus crushed gravel placed on 6 inches of structural fill. Any excessively loose material or soft spots encountered in slab subgrade will require over-excavation and backfilling with structural fill. Where suitably dense gravels are found at subgrade, structural fill thickness may be reduced if approved by this office. All fill material within 2

feet of the slabs must be compacted to a minimum 95% of the maximum density as determined by ASTM D698.

Roadway and Parking Lot Sections

The section given here is based on providing a stable surface for construction traffic and will provide a satisfactory final paved section based on the assumed traffic loading. Design traffic loading is estimated as no traffic data is available. The section given may be reduced where competent gravel subgrades is encountered consultation with this office.

PAVEMENT SECTION COMPONENTS	
Asphalt	3 inches
Grade GR Crushed Aggregate Compacted to 95% Max. Per ASTM D698	4 inches
6 inch minus Clean Pit Run Structural Fill subbase	8 inches
Subgrade Compacted to >95% of Standard Proctor	

*See Discussion above

Construction Observation and Testing

The recommendations provided in this report are based on subsurface conditions disclosed by the investigation and our general experience in the project area. Interpolated subsurface conditions should be verified in the field during construction. The following items shall be conducted prior/during construction by a representative of Nelson Engineering (NE) in order to verify compliance with the geotechnical and civil engineering recommendations provided herein, as applicable. The project structural and geotechnical engineers may upgrade any condition as deemed necessary during the development of the proposed improvements.

- Review of final approved grading and structural plans prior to the start of work for compliance with geotechnical recommendations.
- Attendance of a pre-grade/construction meeting prior to the start of work.
- Observation of keyways, subgrade and excavation bottoms.
- Testing of any fill placed, including retaining wall backfill.
- Observation of footing excavations prior to steel placement and removal of excavation equipment.
- Field observation of any "field change" condition involving soils.
- Walk through of final drainage detailing prior to final approval.

The project soils engineer may at their discretion deepen footings or locally recommend additional steel reinforcement to upgrade any condition as deemed necessary during site observations. Nelson Engineering shall, prior to the issuance of the certificate of occupancy, issue in writing that the above inspections have been conducted by a representative of their firm, and the design considerations of the project soils report have been met. The field inspection protocol specified herein is considered the minimum necessary for NE to have exercised due diligence in the soils engineering design aspect of this building. NE assumes no liability for structures constructed utilizing this report not meeting this protocol.

Before commencement of grading Nelson Engineering will require a separate contract for quality control observation and testing. A minimum of 48 hours' notice is required to mobilize onsite for field observation and testing.

CONSTRUCTION CONSIDERATIONS

Earthwork and Site Grading

Excavation work and heavy equipment access will be difficult during wet periods due to soft and loose subgrades. During wet conditions, conditions will deteriorate. A protracted period of wet conditions can be expected during and after seasonal snowmelt. **Placement of imported gravels supported by geotextiles and/or geogrid may be required to provide construction access and to provide platforms for equipment during wet periods.** Utility trenches will encounter groundwater at shallow depths. General recommendations for earthwork suitability, placement, and compaction procedures are provided below:

- Within the building footprints and areas to be paved, a minimum of 6 inches of material shall be stripped and removed. Beneath all footings, a minimum of 1 foot of material shall be stripped and removed. All organic material, deleterious undocumented fill, and debris shall be removed regardless of depth below the surface. Loose and disturbed native soils should be scarified, moisture-conditioned, and compacted. Finish surfaces shall be sloped away from foundations.
- Fill materials shall not be placed, spread, or compacted while the ground is frozen or during unfavorable weather conditions. Fill materials shall be at the proper moisture content prior to compaction and shall contain no frozen soil.
- Native subgrade shall be compacted with vibratory equipment appropriate for the soil types. Where soft and loose or over moist areas are encountered that do not improve with repeated compactive effort, replace native soils with structural fill.
- Moisture shall be prevented from saturating clay containing subgrades and bearing soils during construction. Measures to prevent moisture infiltration include grading during construction to drain storm water from exposed excavations. In the event that moisture has been allowed to infiltrate and soften subgrade or bearing soils, excavation and backfill operations should cease and not resume until Nelson Engineering approves the moisture and density conditions of the soils.
- **Structural Fill** shall consist of Clean Rock Fill or Crushed Concrete, or gravels (USCS classification GW or GP).
Gravels shall have the following characteristics: 6-inch maximum particle size with no more than 40% greater than 2" and no more than 5% fines passing the #200 sieve. Structural fill shall be placed in layers of not more than 8 inches in thickness. Each layer of structural fill should be moisture conditioned to within 2% of optimum moisture content and compacted to a minimum density of 95% of the maximum dry density as determined by ASTM Designation D 698. The maximum density of material containing more than 30% oversize (greater than ¾" diameter) cannot be determined by use of the ASTM Designation D 698. In this case, a field maximum density may be determined by a test strip method. The material shall be compacted at or near optimum moisture content and a field density test shall be

taken after each pass of the compaction equipment. This sequence shall continue until the maximum field density is achieved. This maximum field density shall be used for subsequent field compaction tests. Enough density tests should be taken to monitor proper compaction.

Crushed Concrete shall meet the gradation requirements of gravels and shall be free of all debris and rebar. Proposed gradation, source, and compaction methods shall be submitted to Nelson Engineering for approval prior to use.

Clean Rock fill consisting of hard durable crushed or screened rock of 3/4"-4" size. Proposed gradation, source, and compaction methods shall be submitted to Nelson Engineering for approval prior to use.

Crushed Concrete and Clean Rock fill compaction testing shall consist of proof rolling with loaded rubber-tired equipment observed and approved of NE. Crushed Concrete and Clean Rock may be used beneath the water table with approval from NE.

- Safety of construction personnel including safe trenches and excavations are the responsibility of the contractor. Excavations for retaining walls and foundations shall conform to the applicable OSHA and Wyoming safety standards. Excavations and utility trenches shall be laid back to safe slopes or properly shored. Excavations and shoring operations shall be conducted in accordance with the most recent versions of the OSHA Construction Standards for Excavations, Part 1926, Subpart P and Wyoming Public Works Standard Specifications. Excavations for utilities shall be shored if the proper slope cannot be maintained.
- During earthwork phases of the project, a representative of Nelson Engineering shall be present to observe exposed native soils and fill materials for suitability and consistency. A documented testing program should be conducted to determine that soil compaction is in accordance with requirements.
- Backfill placed against structures (i.e., pipes and walls) shall be of a character and in a manner that will not damage that structure. In no case shall material greater than 6 inches in diameter bear directly on or against these structures. Placing oversized material against rigid surfaces can damage the structure and interferes with proper compaction.

GENERAL COMMENTS

Project designers should consult with this office to ensure compliance with this report when project plans are formulated. Additional or supplementary recommendations concerning foundations and earthwork may be required at that time. It is critical that the structural engineer, civil engineer and other project designers review this report.

Monitoring and testing should be performed to verify that suitable materials are used for structural fills and backfills and that fills are properly placed and compacted. Concrete testing and special inspections should be performed prior to and during placement of all concrete to ensure concrete and reinforcing steel bar comply with project plans and specifications.

WARRANTY AND LIMITING CONDITIONS

The field observations and research reported herein are considered sufficient in detail and scope to form a reasonable basis for the purposes cited above. Nelson Engineering warrants that the findings and conclusions contained herein have been promulgated in accordance with generally accepted professional engineering practice in the fields of foundation engineering, soil mechanics, and engineering geology, only for the site described in this report. No other warranties are implied or expressed.

These engineering methods have been developed to provide the client with information regarding apparent or potential engineering conditions relating to the subject property within the scope cited above and are limited to the conditions observed at the time of the site visit and research. There is a distinct possibility that conditions may exist which could not be identified within the scope of the investigation or which were not apparent during the site investigation. The report is also limited to the information available at the time it was prepared. In the event additional information is provided to Nelson Engineering following this report, it will be forwarded to the client in the form received for evaluation by the client. This report was prepared for use by 245 265 Millward LLC c/o Kaikoa LLC ("Client") and the conclusions and recommendations presented in this report are based on the agreed-upon scope of work outlined in the report and the contract for professional services between Client and Nelson Engineering ("Consultant"). Use or misuse of this report, or reliance upon the findings hereof by any parties other than the Client, is at their own risk. Neither the Client nor Consultant may make any representation of warranty to such other parties as to the accuracy or completeness of this report or the suitability of its use by such other parties for any purpose whatsoever, known or unknown, to the Client or Consultant. Neither 245 265 Millward LLC c/o Kaikoa LLC nor Nelson Engineering shall have any liability to or indemnifies or holds harmless third parties for any losses incurred, by the actual or purported use or misuse of this report. No other warranties are implied or expressed.

Philip Gyr, PE
Geotechnical Engineer

GEOTECHNICAL GENERAL NOTES

CORRECTED SPT: Standard Penetration Test values corrected to N_{160} correcting for theoretical free-fall hammer energy and overburden pressure per 7th edition of the AASHTO Bridge Design Specifications.

DRILLING, SAMPLING, AND SOIL PROPERTIES ABBREVIATIONS AND SYMBOLS

N: Standard Penetration Test

U_c : Unconfined compressive strength, Pounds/ft² (PSF)

Pp: Pocket Penetrometer values, Ton/ft² (TSF)

FILGC: Fragments indicate gravels and cobbles larger than split spoon diameter.

w: Water content, %

LL: Liquid limit, %

PI: Plasticity index, %

gd: In-situ dry density, lbs/ft³ (PCF)

: Ground water level

SS: Split-Spoon Sample

ST: Shelby Tube Sampler

CS: Cylindrical Brass Lined Sample



Monitoring Well, diagonal hatching indicates screen and sand packed interval

SOIL RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

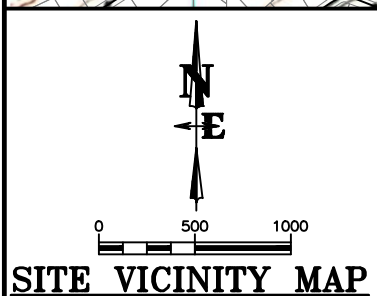
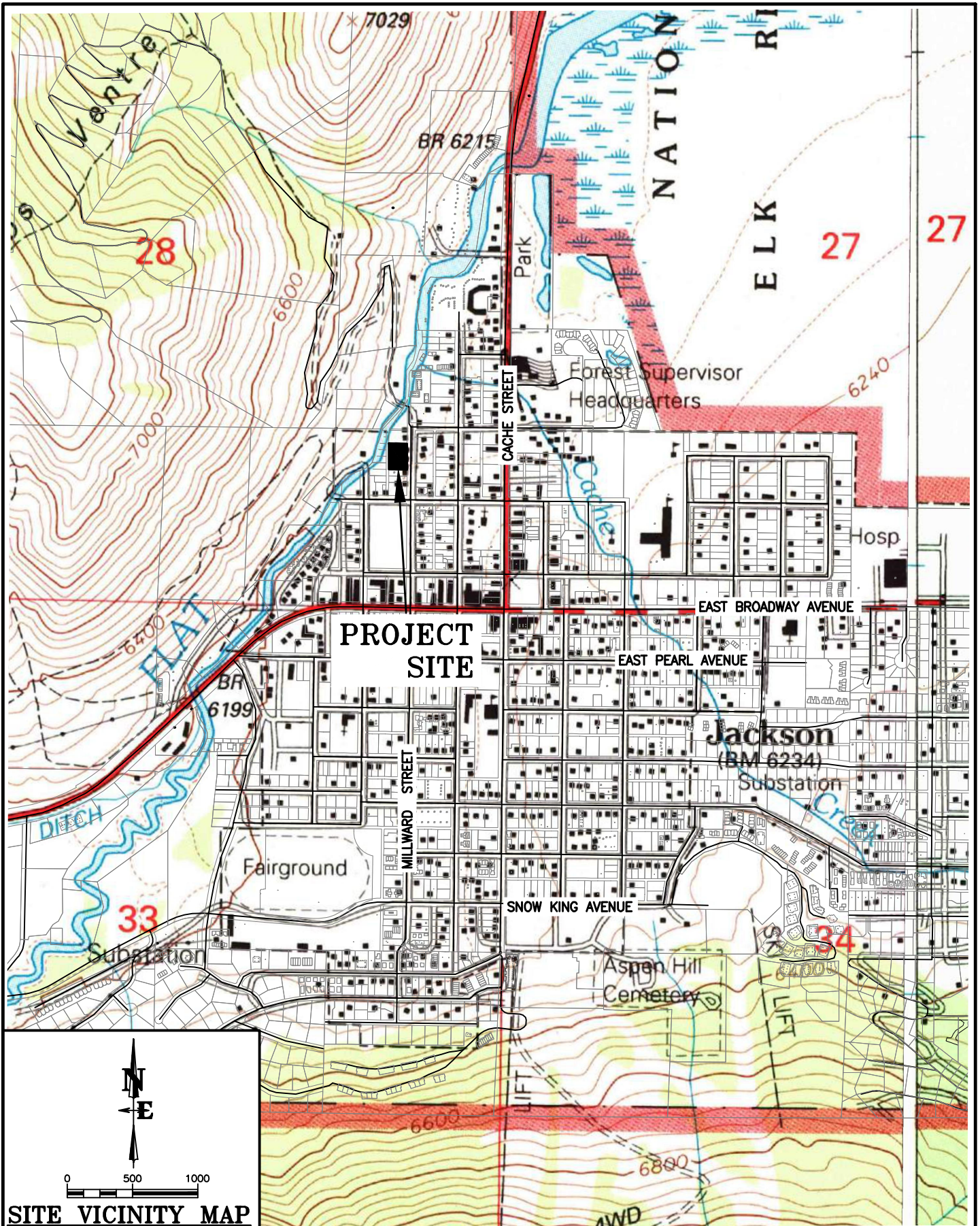
Non-Cohesive Soils		SPT	Cohesive Soils		Pp-(tons/ft ²)
Very Loose		0 - 4	Very Soft		0 - 0.25
Loose		4 - 10	Soft		0.25 - 0.50
Slightly Compact		8 - 15	Medium Stiff		0.50 - 1.00
Medium Dense		10 - 30	Stiff		1.00 - 2.00
Dense		30 - 50	Very Stiff		2.00 - 4.00
Very Dense		50+	Hard		4.00+

PARTICLE SIZE

Boulders:	12 in.+	Coarse Sand:	5 mm(#4)-2 mm(#10)	Silts and Clays: <#200
Cobbles:	12 in.-3in.	Medium Sand:	2 mm(#10)-0.4mm(#40)	
Gravel:	3in.-5mm(#4)	Fine Sand:	0.4mm(#40)-0.075mm(#200)	

APPENDIX

DRAWINGS



DRAWING NO 1	TITLE 245 & 265 N MILLWARD STREET LOTS 3-6, BLOCK 2, JACKSON GEOTECHNICAL INVESTIGATION	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE 2/26/2022	REV.
JOB NO 22-020-02			SURVEYED -	
			DRAWN AP	
			CHECKED PG	
			APPROVED PG	

GRADE AWAY FROM
STRUCTURES 5% MINIMUM
FOR 10' OR PER
APPROVED DRAINAGE PLAN

LAWN AND LANDSCAPE
AREAS 8" TO 10"
FINE-GRAINED SOILS
COMPACTED TO A MINIMUM
OF 90% PER ASTM D-698
STRUCTURAL FILL BENEATH
HARDSCAPES, SLABS, AND
ROADWAYS

FINISHED
GRADE

STRUCTURAL FILL

FOOTINGS & WALLS BY
OTHERS

EXCAVATION
FACE TYP.
FOLLOW
OSHA
REGULATIONS

COMPACTED NATIVE
SUBGRADE OR
STRUCTURAL FILL PER
RECOMMENDATIONS IN
REPORT

FOUNDATION BACKFILL TYPICAL
NOT TO SCALE

DRAWING NO

3

TITLE

245&265 N. MILLWARD

JOB NO

22-020-2

FOUNDATION BACKFILL TYPICAL

**NELSON
ENGINEERING**

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

DATE

3/2/22

REV.

SURVEYED

N/A

DRAWN

PG

CHECKED

PG

APPROVED

PG

BORING LOGS

GEOTECHNICAL GENERAL NOTES

CORRECTED SPT: Standard Penetration Test values corrected to N_{160} correcting for theoretical free-fall hammer energy and overburden pressure per 7th edition of the AASHTO Bridge Design Specifications.

DRILLING, SAMPLING, AND SOIL PROPERTIES ABBREVIATIONS AND SYMBOLS

N: Standard Penetration Test

U_c : Unconfined compressive strength, Pounds/ft² (PSF)

Pp: Pocket Penetrometer values, Ton/ft² (TSF)

FILGC: Fragments indicate gravels and cobbles larger than split spoon diameter.

w: Water content, %

LL: Liquid limit, %

PI: Plasticity index, %

gd: In-situ dry density, lbs/ft³ (PCF)

: Ground water level

SS: Split-Spoon Sample

ST: Shelby Tube Sampler

CS: Cylindrical Brass Lined Sample



Monitoring Well, diagonal hatching indicates screen and sand packed interval

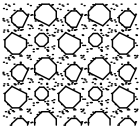
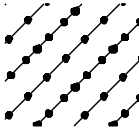
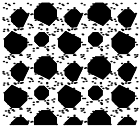
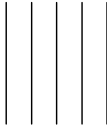
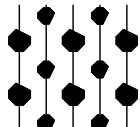
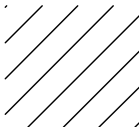
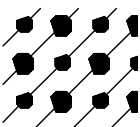
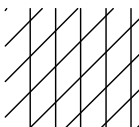
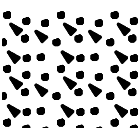
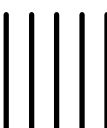
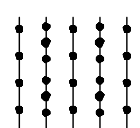
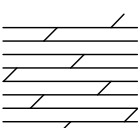
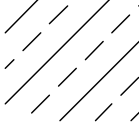
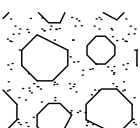
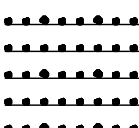
SOIL RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

Non-Cohesive Soils		SPT	Cohesive Soils		Pp-(tons/ft ²)
Very Loose		0 - 4	Very Soft		0 - 0.25
Loose		4 - 10	Soft		0.25 - 0.50
Slightly Compact		8 - 15	Medium Stiff		0.50 - 1.00
Medium Dense		10 - 30	Stiff		1.00 - 2.00
Dense		30 - 50	Very Stiff		2.00 - 4.00
Very Dense		50+	Hard		4.00+

PARTICLE SIZE

Boulders:	12 in.+	Coarse Sand:	5 mm(#4)-2 mm(#10)	Silts and Clays: <#200
Cobbles:	12 in.-3in.	Medium Sand:	2 mm(#10)-0.4mm(#40)	
Gravel:	3in.-5mm(#4)	Fine Sand:	0.4mm(#40)-0.075mm(#200)	

SOIL GRAPHICS

<i>GW</i>		<i>SC</i>	
<i>GP</i>		<i>ML</i>	
<i>GM</i>		<i>CL</i>	
<i>GC</i>		<i>ML-CL</i>	
<i>SW</i>		<i>OL</i>	
<i>SP</i>		<i>MH</i>	
<i>SM</i>		<i>CH</i>	
<i>BEDROCK</i>		<i>OH</i>	
<i>COBBLES/BOULDERS</i>		<i>PT</i>	

NOTE: ANGLED DEMARCATIONS ON THE LOGS INDICATE APPROXIMATE OR POORLY DEFINED BOUNDARIES BETWEEN SOIL TYPES.

PROJECT NAME: 245 & 265 NORTH MILLWARD STREET	DRILL HOLE No. BH-1	PAGE: 1 OF 2
DATE STARTED / FINISHED: 2/14/2022	DRILLER: IME	
LOGGED BY: PRUETT	DRILL TYPE: TRUCK-MOUNTED MOBILE B57	
BOREHOLE LOCATION/ELEVATION: SEE BOREHOLE LOCATION MAP	HOLE DIAMETER: 7" O.D. HSA (HOLLOW STEM AUGER)	
	HAMMER TYPE: 140# AUTOMATIC	

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY %	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
							<i>This log is part of a report prepared by Nelson Engineering for this project and should be read with the report. This summary applies only at the location of the boring and at the time of the drilling. Subsurface conditions may differ at other locations and may change at this location with passage of time. The data presented is a simplification of actual conditions encountered.</i>						
							FILL TO ~1' B.G.S.						PARKING LOT, ASPHALT G.S.
		1											BIT GRINDING BELOW ASPHALT-1'
		10											
		2					1.5'-3.0' FROZEN, BROWN SILT WITH SAND AND GRAVEL, TOPSOIL, ~15% GRAVEL, NO PINHOLE VOIDS, NO ROOTS, GRAVEL LODGED IN TIP OF SPLIT SPOON			69			SMOOTH DRILLING 1'-3'
		12											MODERATE TO HARD DRILLING WITH CONSTANT BIT GRINDING FROM 3'-18.5'
		19											14 MINUTES TO DRILL FROM 5'-10'
		3											
		4											
		5					5.0'-6.5' DRY, BROWN GRAVEL WITH SAND AND SILT, POORLY-GRADED, ROUND TO ANGULAR AND FRACTURED GRAVELS, FILGC, VERY DENSE			57			
		5											
		13											
		6											
		19											
		7											
		8											
		9											
		10					10.0'-11.5' SAME AS ABOVE, MEDIUM DENSE						
		5											
		7											
		11								27			8 MINUTES TO DRILL FROM 10'-15'
		12											
		13											
		14											SATURATED SOILS IN TIP OF CENTER DRILL BIT AT 15'
		15					GROUNDWATER AT 14.5' DURING DRILLING						
		10					15.0'-16.5' SOIL AS ABOVE, SATURATED, VERY DENSE						4 MINUTES TO DRILL FROM 15'-19'
		27								71			
		16											
		24											
		17											
		18											MODERATE SMOOTH DRILLING FROM 18.5'-20.75'
		19											
		4					19.0'-20.5' 0"-5" MOIST, OLIVE GREEN SILTY SAND, COMPLETELY WEATHERED SANDSTONE, GRAVELS IN TOP 1". 5"-10" MOIST, DK GRAY CLAY, COMPLETELY WEATHERED CLAYSTONE, PP=2.5-3.5 TSF, VERY STIFF						
		5								19			
		10											
		20											
		21											

**NELSON
ENGINEERING**

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

CLIENT: **245 265 MILLWARD LLC
JACKSON, WYOMING**

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44	8 15 39			BH1-6 2" SS 94	24.0'-25.5' MOIST, GRAY SANDSTONE, COMPOSED OF POORLY-GRADED FINE SAND, SALT AND PEPPER GRAINS, HIGHLY TO COMPLETELY WEATHERED, WEAK TO FRIABLE, VERY DENSE B.O.H. = 25.5'			63			HARD, SMOOTH DRILLING FROM 20.75'-BOH 6 MINS TO DRILL FROM 19'-24' BOREHOLE CAVED TO 13.1' AFTER HSA REMOVAL

PROJECT NAME: 245 & 265 NORTH MILLWARD STREET	DRILL HOLE No. BH-2	PAGE: 1 OF 2
DATE STARTED / FINISHED: 2/14/2022	DRILLER: IME	
LOGGED BY: PRUETT	DRILL TYPE: TRUCK-MOUNTED MOBILE B57	
BOREHOLE LOCATION/ELEVATION: SEE BOREHOLE LOCATION MAP	HOLE DIAMETER: 7" O.D. HSA (HOLLOW STEM AUGER)	
	HAMMER TYPE: 140# AUTOMATIC	

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			SAMPLE ID	RECOVERY %	This log is part of a report prepared by Nelson Engineering for this project and should be read with the report. This summary applies only at the location of the boring and at the time of the drilling. Subsurface conditions may differ at other locations and may change at this location with passage of time. The data presented is a simplification of actual conditions encountered.	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK									
								FILL TO ~1.5' B.G.S.						PARKING LOT, ASPHALT G.S.
		1												
		2	7			BH2-1	89	2.0'-3.5' FROZEN, BROWN SILT WITH SAND AND GRAVEL, TOPSOIL, ~15% GRAVEL, NO PINHOLE VOIDS, NO ROOTS			51			MODERATE TO HARD DRILLING WITH CONSTANT BIT GRINDING FROM BELOW ASPHALT-23.5'
		3	11											
		4	13											
		5	11			BH2-2	83	4.5'-6.0' DRY, GRAY/BROWN GRAVEL WITH SAND AND SILT, POORLY-GRADED, ROUND TO ANGULAR AND FRACTURED GRAVELS, FILGC, VERY DENSE			102			
		6	29											
		7	27											8 MINUTES TO DRILL FROM 4.5'-9.5'
		8												
		9												
		10	9			BH2-3	67	9.5'-11.0' SAME AS ABOVE, MOIST TO SATURATED, SATURATED SOILS IN TIP OF SPLIT SPOON			61			
		11	16											
		12	24					GROUNDWATER MEASURED AT 11.3' ON 2/15/2022						5 MINUTES TO DRILL FROM 9.5'-14.5'
		13												
		14												FASTER DRILLING THROUGH SATURATED GRAVELS FROM 13'-23.5'
		15	8			BH2-4	83	14.5'-16.0' 0"-3" SAND AND GRAVEL HEAVE 3"-15" SAME AS ABOVE, SATURATED, GRAVEL LODGED IN TIP OF SPLIT SPOON			56			
		16	21											
		17	19											
		18												
		19												
		20	17			BH2-5	133	19.5'-21.0' 0"-12" SAND AND GRAVEL HEAVE 12"-24" SAME AS ABOVE			81			4 MINUTES TO DRILL FROM 14.5'-19.5'
		21	30											
		22	31											

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44	6 13 16				24.5'-26.0' 0"-2" HEAVED SAND 2"-13" DRY, GRAY SANDSTONE, POORLY-GRADED, FINE SAND, SALT AND PEPPER GRAINS, HIGHLY TO COMPLETELY WEATHERED, WEAK TO FRIABLE, DENSE			34			5 MINUTES TO DRILL FROM 19.5'-24.5' MODERATE TO HARD, SMOOTH DRILLING FROM 23.5'-BOH
							29.5'-31.0' 0"-7" MOIST GRAY SILTSTONE, HIGHLY TO COMPLETELY WEATHERED, WEAK TO FRIABLE, PP>4.0 TSF 7"-13" MOIST, GRAY/DK GRAY CLAYSTONE, HIGHLY TO COMPLETELY WEATHERED, WEAK TO FRIABLE, PP>4.0 TSF, MEDIUM DENSE B.O.H. = 31.0'			29			10 MINUTES TO DRILL FROM 24.5'-29.5'
							MONITORING WELL CONSTRUCTION: LENGTH OF PIPE = 29' (1.5"Ø PVC, FLUSH MOUNTED) SLOTTED EVERY 6" FROM 9.6' TO 29.6' PIPE STICKUP = -0.6'						

PROJECT NAME: 245 & 265 NORTH MILLWARD STREET	DRILL HOLE No. BH-3	PAGE: 1 OF 2
DATE STARTED / FINISHED: 2/15/2022	DRILLER: IME	
LOGGED BY: GYR/MOLLOY	DRILL TYPE: TRUCK-MOUNTED MOBILE B57	
BOREHOLE LOCATION/ELEVATION: SEE BOREHOLE LOCATION MAP	HOLE DIAMETER: 7" O.D. HSA (HOLLOW STEM AUGER)	
	HAMMER TYPE: 140# AUTOMATIC	

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY %	This log is part of a report prepared by Nelson Engineering for this project and should be read with the report. This summary applies only at the location of the boring and at the time of the drilling. Subsurface conditions may differ at other locations and may change at this location with passage of time. The data presented is a simplification of actual conditions encountered.	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
							MATERIAL DESCRIPTION						
							FILL TO ~1.5' B.G.S.						PARKING LOT, ASPHALT G.S. ROCKY DRILLING, MOD. COBBLES TO 2'
							FROM 2.0'-3.5', FROZEN, BROWN SILT WITH SAND AND GRAVEL, TOPSOIL						SMOOTH DRILLING FROM 2'-3.5'
							5.0'-5.8' DRY TO MOIST, LT GRAY GRAVEL WITH SAND AND SILT, POORLY-GRADED, ROUND TO ANGULAR AND FRACTURED GRAVELS, FILGC, VERY DENSE			>50			MODERATE TO HARD DRILLING WITH CONSTANT BIT GRINDING FROM 3.5'-7'
							10.0'-11.5' SAME AS ABOVE			107			SMOOTH DRILLING OCCASIONAL GRAVELS FROM 11.5'-13'
							15.0'-16.5' SAME AS ABOVE			69			SLOW, HARD DRILLING WITH CONSTANT BIT GRINDING FROM 13'-17'
							GROUNDWATER ENCOUNTERED BETWEEN 16.5' AND 20' DURING DRILLING						SMOOTH, MODERATE DRILLING FROM 17'-19'
							20.0'-21.5' SAME AS ABOVE, SATURATED			69			MODERATE DRILLING WITH BIT GRINDING FROM 19'-22'

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CLIENT: **245 265 MILLWARD LLC
JACKSON, WYOMING**

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		22											
		22											
		23											
		24											
		25	7				25.0'-26.5' SLIGHTLY MOIST, GRAY SANDSTONE, POORLY-GRADED, FINE SAND, SALT AND PEPPER GRAINS, HIGHLY TO COMPLETELY WEATHERED, FRIABLE, DENSE			32			SMOOTH, MODERATE TO HARD DRILLING FROM 22'-26'
		26	12			BH3-5 89 2" SS							
		27	17										SMOOTH, HARD DRILLING BELOW 26'
		28											
		29											
		30	18				30.0'-31.5' SAME AS ABOVE, VERY DENSE						
		31	27			BH3-6 89 2" SS				65			BORING CAVED TO 17.6' AFTER HSA REMOVAL
		32	36				B.O.H. = 31.5'						
		33											
		34											
		35											
		36											
		37											
		38											
		39											
		40											
		41											
		42											
		43											
		44											

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		22					25.0'-26.5' SAME AS ABOVE, VERY DENSE						SMOOTH, MODERATE TO HARD DRILLING FROM 19.5'-BOH
		23											
		24											
		25											
		26					B.O.H. = 26.5'						
		27											
		28					MONITORING WELL CONSTRUCTION: LENGTH OF PIPE = 24.5' (1.5"Ø PVC, FLUSH MOUNTED) SLOTTED EVERY 6" FROM 11.3' TO 26.3' PIPE STICKUP = -0.8'						
		29											
		30											
		31											
		32											
		33											
		34											
		35											
		36											
		37											
		38											
		39											
		40											
		41											
		42											
		43											
		44											

PROJECT NAME: 245 & 265 NORTH MILLWARD STREET	DRILL HOLE No. BH-5	PAGE: 1 OF 2
DATE STARTED / FINISHED: 2/15/2022	DRILLER: IME	
LOGGED BY: MOLLOY/PRUETT	DRILL TYPE: TRUCK-MOUNTED MOBILE B57	
BOREHOLE LOCATION/ELEVATION: SEE BOREHOLE LOCATION MAP	HOLE DIAMETER: 7" O.D. HSA (HOLLOW STEM AUGER)	
	HAMMER TYPE: 140# AUTOMATIC	

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES		SAMPLE ID	RECOVERY %	This log is part of a report prepared by Nelson Engineering for this project and should be read with the report. This summary applies only at the location of the boring and at the time of the drilling. Subsurface conditions may differ at other locations and may change at this location with passage of time. The data presented is a simplification of actual conditions encountered.	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED			MATERIAL DESCRIPTION						
		1					SURFICIAL DEPOSITS ARE FROZEN DK BROWN TO DK BROWN SILT TOPSOIL TO ~3'						GRASSY LAWN AREA BEHIND RESIDENCE AT 245 N MILLWARD
		2											
		3	7		BH5-1	83	2.0'-3.5' 0"-9" DRY, LT BROWN SILT, WHITE CALCAREOUS STRINGERS			78			SMOOTH DRILLING 0'-3'
		4	10				9"-15" DRY, LT BROWN SILTY GRAVEL, ROUND TO ANGULAR AND FRACTURED GRAVELS, FILGC, VERY DENSE						SLOW, HARD DRILLING WITH CONSTANT BIT GRINDING FROM 3'-20'
		5	28										
		6			BH5-2	100	5.0'-5.5' SAME AS SILTY GRAVEL ABOVE			>50			DRILLING THROUGH 12" COBBLE AT 6'-7'
		7											10 MINUTES TO DRILL FROM 5'-10'
		8											
		9											
		10			BH5-3	78	10.0'-11.5' DRY, LT BROWN GRAVEL WITH SAND, ROUND TO ANGULAR AND FRACTURED GRAVELS, FILGC, VERY DENSE			60			
		11											
		12											
		13											
		14											
		15			BH5-4	83	15.0'-16.5' SAME AS ABOVE, POORLY-GRADED FINE SAND LENS FROM 6"-9"			108			
		16											
		17											
		18											
		19											
		20			BH5-5	100	20.0'-21.0' MOIST, LT BROWN SANDSTONE, POORLY-GRADED, FINE SAND, HIGHLY TO COMPLETELY WEATHERED, WEAK TO FRIABLE, MEDIUM DENSE			15			HARD, SMOOTH DRILLING FROM 20.0'-BOH
		21	6										
			13										

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JACKSON, WYOMING**

WELL LOG	GRAPHIC LOG	DEPTH (FT)	SAMPLES			RECOVERY (%)	MATERIAL DESCRIPTION	LIQUID LIMIT	PLASTIC LIMIT	CORRECTED SPT	DRY DENSITY (PCF)	MOISTURE (%)	REMARKS
			DRIVE	UNDISTURBED	BULK								
		22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44											
			35				25.0'-26.0' SAME AS ABOVE, VERY DENSE			92			HARD, SMOOTH DRILLING FROM 20.0'-BOH
			50			BH5-6 2" SS	100						BOREHOLE CAVED TO 20.4' AFTER HSA REMOVAL
							B.O.H. = 26.0'						

APPENDIX II – STORMWATER RUNOFF CALCULATIONS

MILLWARD STREET APARTMENTS STORMWATER RUNOFF CALC'S

22-020
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PRE-DEVELOPMENT

ROOF CALCULATIONS

ROOF AREA (FT^2)=	8,969	
C-VALUE =	0.9	
S =	33%	
L (ft) =	25	
tc (min) =	0.56	tc = 1.8(1.1 - C)L ^{0.5} /S ^{0.3333} , (Corps of Eng. Eqn.)

DRIVEWAY CALCULATIONS

DRIVEWAY AREA (FT^2)=	12,636	
C-VALUE =	0.9	
S =	2%	
L (ft) =	150	
tc (min) =	3.40	tc = 1.8(1.1 - C)L ^{0.5} /S ^{0.3333} , (Corps of Eng. Eqn.)

LANDSCAPING CALCULATIONS

LANDSCAPING AREA (FT^2)	6,469	
C-VALUE =	0.3	
S =	2%	
L (ft) =	130	
tc (min) =	12.67	tc = 1.8(1.1 - C)L ^{0.5} /S ^{0.3333} , (Corps of Eng. Eqn.)

Total Time of Conc., Tc =	16.07	min (paving + landscaping)
Composite Cc =	0.76	
Total Area, At =	28,074	ft^2

TABLE 4920.B JACKSON IDF* CURVE DATA - 100-YR STORM	
DURATION, Td (min)	INTENSITY, I (in/hr)
5	3
10	2.33
15	1.9
20	1.65
30	1.3
40	1.08
50	0.95
60	0.82
70	0.74
80	0.65
90	0.61
100	0.56
110	0.52
120	0.48

Intensity (from table above)	1.85	in/hr
Initial Flow Rate, Qi (cfs) =	0.91	cfs at tc = 16.07 min.

$$Q_i = C_c * I * A_t / (43200)$$

where,		
Composite Cc =	0.76	
Intensity, I =	1.79	in/hr at Td = 16.07 min.
Total Area, At =	28074	ft^2

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MILLWARD STREET APARTMENTS STORMWATER RUNOFF CALC'S

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POST-DEVELOPMENT

ROOF CALCULATIONS

ROOF AREA (FT^2)	21893	
C-VALUE =	0.9	
S =	2%	
L (ft) =	37	
tc (min) =	1.74	tc = 1.8(1.1 - C)L^0.5/S^0.3333, (Corps of Eng. Eqn.)

HARDSCAPES & DRIVEWAY CALCULATIONS

DRIVEWAY AREA (FT^2)	0	
C-VALUE =	0.9	
S =	2%	
L (ft) =	0	
tc (min) =	0.00	tc = 1.8(1.1 - C)L^0.5/S^0.3333, (Corps of Eng. Eqn.)

LAWN CALCULATIONS

LAWN AREA (FT^2)	0	
C-VALUE =	0.3	
S =	2%	
L (ft) =	0	
tc (min) =	0.00	tc = 1.8(1.1 - C)L^0.5/S^0.3333, (Corps of Eng. Eqn.)

Tc for Conveyance Pipe 0.61 min.

Total Time of Conc., Tc = 2.49 min
Composite Cc = 0.90
Total Area, At = 21893 ft^2

TABLE 4920.B JACKSON IDF* CURVE DATA - 100-YR STORM	
DURATION, T _d (min)	INTENSITY, I (in/hr)
5	3
10	2.33
15	1.9
20	1.65
30	1.3
40	1.08
50	0.95
60	0.82
70	0.74
80	0.65
90	0.61
100	0.56
110	0.52
120	0.48

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MILLWARD STREET APARTMENTS STORMWATER RUNOFF CALC'S

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Intensity (from table above) 3.34 in/hr
Final Flow Rate, Q_f (cfs) = 1.52 cfs at t_c = 2.49 min.

$$Q_f = C_c \cdot I \cdot A_t / (43200)$$

where,

Composite C_c = 0.90

Intensity, I = 2.98 in/hr at T_d = 2.49 min.
Total Area, A_t = 21893

Post and Pre-Development Diff = 0.61 cfs 273 gpm

Calculate Required Storage (V_d)

EQUATIONS:

$$Q_d = C_c \cdot I \cdot A_t / (43200)$$

$$V_d = (Q_d - Q_i) \cdot ((Q_d - Q_i) / Q_f \cdot T_d) \cdot 60$$

Where,

Composite C_c = 0.90
Intensity, I = 2.98 in/hr
Total Area, A_t = 21893 ft²
Final Flow Rate, Q_d (cfs) = 1.52 cfs at t_c = 2.49 min.
Initial Flow Rate, Q_i (cfs) = 0.91 cfs at t_c = 16.07 min.
Duration, T_d = 2.49 (min)
Storage Volume = 37.0 ft³, or 300 gal.
Gal./Ft for 4' Dia. Manhole 94.0 gal. ft

Design Manhole to detain 2 X required storage, or 600 gal., or manhole depth of 6 ft of storage.

Stormwater/washdown water from the covered parking is believed to be minimal (<10 gpm) - Sand-Oil-Separator sized accordingly.

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APPENDIX III – WATER AND WASTEWATER CALCULATIONS

MILLWARD STREET APARTMENTS
ESTIMATED WATER DEMANDS

22-020
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Domestic Water Flows

Description of Improvements:

Total fixtures for 2 Offices, 2 Retail Spaces, 2 Commercial Spaces, 2 Laundry Facilities, and 52 units totaling 75 bedrooms.

Estimating Domestic Max. Demand

*Calculations are based on methods outlined in the AWWA, "Sizing Water Service Lines and Meters" manual.

Domestic Water Demand for Facility Given Specified Fixtures

Assume Average Residential Fixture Value (AWWA M2)

Fixture Type	Fixture Value Based on 35 psi at Meter Outlet	Number of Fixtures	Fixture Value
Bathtub	8	64	512
Combined Sink & Tray	3		0
Drinking Fountain (cooler)	1		0
Drinking Fountain (public)	2		0
Kitchen Sink (1/2" connection)	3	52	156
Kitchen Sink (3/4" connection)	7		0
Lavatory (3/8" connection)	2		0
Lavatory (1/2" connection)	4		0
Laundry Tray (1/2" connection)	3		0
Laundry Tray (3/4" connection)	7		0
Shower Head (shower only)	4	0	0
Service Sink (1/2" connection)	3		0
Service Sink (3/4" connection)	7		0
Urinal (pedestal flush valve)	35		0
Urinal (wall or stall)	12		0
Urinal (trough. 2-ft unit)	2		0
Wash Sink (each set of faucets)	4	68	272
Water Closet (flush valve)	35		0
Water Closet (tank type)	3	68	204
Dishwasher (1/2" connection)	5	52	260
Dishwasher (3/4" connection)	10		0
Washing Machine (1/2" connection)	5	23	115
Washing Machine (3/4" connection)	12		0
Washing Machine (1" connection)	25		0
Hose Connections 1/2" (wash down)	6		0
Hose Connections 3/4" (wash down)	10	4	40
Hose 1/2" (50ft length - wash down)	6		0
Hose 5/8" (50ft length - wash down)	9		0
Hose 3/4" (50ft length - wash down)	12		0
Irrigation	3		0
Total Fixture Units			1559

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Base on Fixture Count of 394, using the lower line in Fig. 4.4 for Motels, the estimated Maximum Water Demand is 70 gpm. Assume irrigation will take place outside hours of normal domestic use (night) and will be less than 30 gpm.

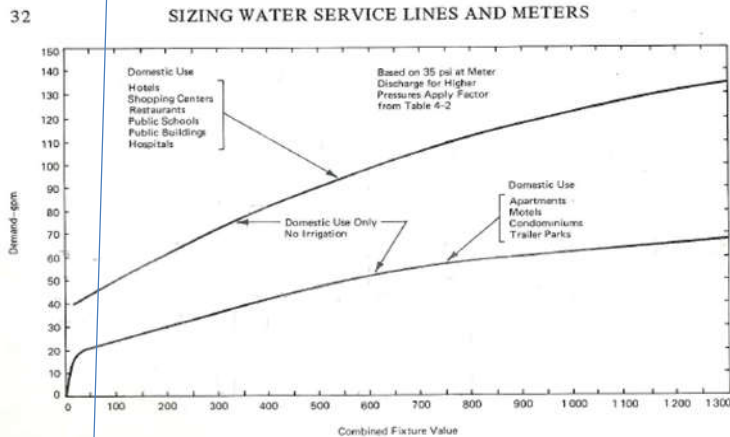


Fig. 4.4. Water-Flow Demand per Fixture Value—Low Range

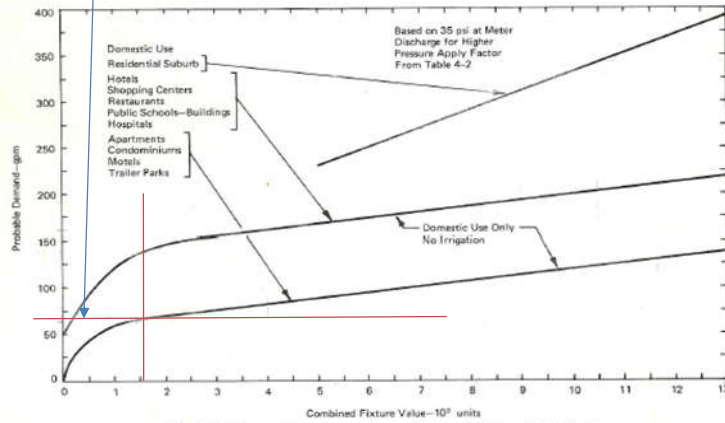


Fig. 4.5. Water-Flow Demand per Fixture Value—High Range

Calculate Demands Based on Estimated System Pressure

Est. Max. Demand 70 gpm

Table 4.2 (for pressures other than 35 psi)

Design Pressure	Factor
20	0.74
30	0.92
35	1
40	1.07
50	1.22
60	1.34
70	1.46
80	1.57
90	1.68
100	1.78

For Pressures Deviating from 35 psi

Apartment
Complex

Est. Pressure (psi)	62.7	psi
Max. Instantaneous Demand @ Est Pressure	96.70	gpm

MILLWARD STREET APARTMENTS
WATER SERVICE SIZING

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Pressure in Building @ Max. Demand

First Floor Elevation	6218.9	ft
Third Floor Elevation	6238.9	ft
TOJ Static Pressure (first flr)	67.0	psi
TOJ Static Pressure (third flr)	58.3	psi
Fire Flow (per Mech.)	500.0	gpm
Maximum Flow	96.70	gpm
Total Flow (Dom. + Fire)	596.70	gpm

PIPE SEGMENT	LENGTH (FT)	FLOW RATE (GPM)	FLOW RATE (CFS)	Pipe O.D. (in)	Pipe Type	Pressure Rating (psi)	Inside Dia. (in)	Inside Dia. (ft)	Velocity (fps)
L1	60	596.7	1.330	6	DIP	-	6.00	0.500	6.771

PIPE SEGMENT	Velocity Head (ft)	Ks-Factor	Ks/d	Kinematic Viscosity	Reynolds, Re	Minor Losses, hm (ft)	Friction Losses, hf (ft)	Total Losses (ft)	Friction Loss per L.F. (ft)
L1	0.712	0.000279	0.000558	1.92E-05	175971.4	0.80	1.65	2.45	0.0275
Total:								2.45	

Solver

Set to Zero (Colebrook Eqn)	By Solving For (Friction Factor)
-----------------------------	----------------------------------

L1 -2.54E-07 0.019

Available Pressure at Building 61.6 psi

PIPE SEGMENT L1

MINOR LOSSES (hm)

Pipe Fittings	Number of Fittings	K-Value	Total	Total	Minor Loss (ft)
6" dia. 90 deg. Elbow	1	0.45	0.45	0.20	0.14
6" dia. Inlet		0.78	0	0.00	0.00
6" dia. Outlet		1	0	0.00	0.00
6" Gate Valve	1	0.12	0.12	0.01	0.01
6" Plug Valve		0.27	0	0.00	0.00
RPZ		12	0	0.00	0.00
6" dia. Tee (thru flow)	1	0.3	0.3	0.09	0.06
6" dia. Tee (thru branch)	1	0.9	0.9	0.81	0.58
Total:				1.1	0.80

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MILLWARD STREET APARTMENTS
WATER SERVICE SIZING

20-020
2/24/2023
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Pressure in Building @ Max. Demand

First Floor Elevation	6218.9	ft
Third Floor Elevation	6238.9	ft
TOJ Static Pressure (first flr)	67.0	psi
TOJ Static Pressure (third flr)	58.3	psi
Maximum Flow	96.70	gpm

PIPE SEGMENT	LENGTH (FT)	FLOW RATE (GPM)	FLOW RATE (CFS)	Pipe O.D. (in)	Pipe Type	Pressure Rating (psi)	Inside Dia. (in)	Inside Dia. (ft)	Velocity (fps)
L1	60	96.7	0.215	6	DIP	-	6.00	0.500	1.097
L2	25	96.7	0.215	4	DIP	-	4.00	0.333	2.469

PIPE SEGMENT	Velocity Head (ft)	Ks-Factor	Ks/d	Kinematic Viscosity	Reynolds, Re	Minor Losses, hm (ft)	Friction Losses, hf (ft)	Total Losses (ft)	Friction Loss per L.F. (ft)
L1	0.019	0.000279	0.000558	1.92E-05	28518.8	0.01	0.06	0.06	0.0009
L2	0.095	0.000033	0.000098	1.92E-05	42778.2	23.15	0.16	23.30	0.0062
Total:								23.37	

Solver

	Set to Zero (Colebrook Eqn)	By Solving For (Friction Factor)
L1	-2.18E-07	0.025
L2	0.00E+00	0.022

Available Pressure at First Floor **56.9** **psi**

Available Pressure on Third Floor **48.2** **psi**

PIPE SEGMENT L1

MINOR LOSSES (hm)

Pipe Fittings	Number of Fittings	K-Value	Total	Total	Minor Loss (ft)
6" dia. 90 deg. Elbow	1	0.45	0.45	0.20	0.00
6" dia. Inlet		0.78	0	0.00	0.00
6" dia. Outlet		1	0	0.00	0.00
6" Gate Valve	1	0.12	0.12	0.01	0.00
6" Plug Valve		0.27	0	0.00	0.00
RPZ		12	0	0.00	0.00
6" dia. Tee (thru flow)	1	0.3	0.3	0.09	0.00
6" dia. Tee (thru branch)		0.9	0	0.00	0.00
Total:			0.3	0.3	0.01

PIPE SEGMENT L2

MINOR LOSSES (hm)

Pipe Fittings	Number of Fittings	K-Value	Total	Total	Minor Loss (ft)
4" dia. 90 deg. Elbow	3	0.34	1.02	0.35	0.03
4" dia. 45 deg. Bend	0	0.27	0	0.00	0.00
RPZ	1	12	12	144.00	13.63
2" Meter	1	10	10	100.00	9.47
4" dia. Tee (thru flo)	1	0.34	0.34	0.12	0.01
4" dia. Tee (thru branch)	0	1.02	0	0.00	0.00
4" dia. Gate Valve	2	0.14	0.28	0.04	0.00
Total:			244.5	244.5	23.15

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MILLWARD STREET APARTMENTS
SEWER DESIGN FLOWS

22-020
 2/24/2023
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BASED ON WYOMING DEQ DESIGN FLOW RATES IN CH. 11 TABLE

STRUCTURE	DESC.	QNTY	WW RATE	UNIT	SOURCE	WW FLOW
Existing (Demo)						
South Residence	Bedrooms	3	130	gpd/bed	DEQ Chapt. 25	390 gpd
Hotel	Bedrooms	17	140	gpd/bed	DEQ Chapt. 25	2380 gpd
Proposed						
Studio Apartments (1-bed \ 39 units each)	Bedrooms	39	120	gpd/bed	DEQ Chapt. 25	4680 gpd
Apartment (2-bed \ 13 units each)	Bedrooms	26	120	gpd/bed	DEQ Chapt. 25	3120 gpd
Commercial/Retail Space (1-bath \ 2 units each)	Patrons	200	10	gpd/Patron	DEQ Chapt. 25	2000 gpd
Office Space (1-bath \ 2 units each)	Employees	4	120	gpd/emp.	DEQ Chapt. 25	480 gpd

TOTAL EXISTING WASTEWATER PRODUCTION	2770 gpd
FLOW	1.92 gpm

TOTAL PROPOSED MAX. WASTEWATER PRODUCTION	10280 gpd
FLOW	7.14 gpm
AVERAGE DAY FLOW	6168 gpd
PEAK HOUR FLOW	643 gph

EXISTING PEAK FLOW	19 gpm
FUTURE PEAK INSTANTANEOUS FLOW	100 gpm

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MILLWARD STREET APARTMENTS
SEWER SERVICE SIZING

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22-020-02

Max. WW Flows in Proposed 6-inch Sewer Collector

Upstream Manhole Inv. Elev. 6220.65 ft
Downstream Manhole Inv. Elev. 6218.75 ft
Distance Between Manholes 150 ft

Mannings Open Channel Pipe Calculations

Pipe Dia, ID	6	in
Flow, Q	100	gpm
Mannings Roughness (PVC), n	0.009	-
Pipe Slope, S	1.000%	%

Flow, Q	0.223	cfs
Pipe Dia, ID,	0.500	ft
Pipe Area, A	0.063	ft^2
Pipe Per, P	0.641	ft
Normal Depth, YN	0.179	ft
Theta	146.9	deg
Top Width, T	0.48	ft

Manning's Eqn	1.7955E-07	-
Theta	2.565	rad

Normal Depth, YN	2.15	in
Velocity	3.53	ft/s
% Full	32.1	%

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MILLWARD STREET APARTMENTS
EXISTING MAIN - REMAINING CAPACITY ANALYSIS

2/24/2023
JK
22-020-02

Analysis for Wastewater Contribution to Existing Main

Mannings Open Channel Pipe Calculations

Pipe Dia, ID	12	in
Flow, Q	100	gpm
Mannings Roughness (PVC), n	0.009	-
Pipe Slope, S	0.370%	%
Flow, Q	0.223	cfs
Pipe Dia, ID,	1.000	ft
Pipe Area, A	0.096	ft^2
Pipe Per, P	0.877	ft
Normal Depth, YN	0.180	ft
Theta	100.5	deg
Top Width, T	0.77	ft

Manning's Eqn	6.E-07	-
Theta	1.754	rad

Normal Depth, YN	2.16	in
Velocity	2.31	ft/s
% Full	12.3	%

Remaining Capacity of TOJ Sewer Main

Mannings Open Channel Pipe Calculations

Pipe Dia, ID	12	in
Flow, Q	1504	gpm
Mannings Roughness (PVC), n	0.009	-
Pipe Slope, S	0.370%	%

Flow, Q	3.351	cfs
Pipe Dia, ID,	1.000	ft
Pipe Area, A	0.778	ft^2
Pipe Per, P	2.777	ft
Normal Depth, YN	0.967	ft
Theta	318.2	deg
Top Width, T	0.36	ft

Manning's Eqn	0	-
Theta	5.554	rad

Normal Depth, YN	11.61	in
Velocity	4.31	ft/s
% Full	99.0	%

PEAK FLOW PROPOSED DEV.	99.9	GPM
REMAINING CAPACITY	1404.0	GPM
% DECREASE IN CAPACITY	7.118%	

Nelson Engineering
Jackson, Wyoming

APPENDIX IV – TRIP GENERATION AND ALLEY WIDTH REFERENCES



Land Use: 210

Single-Family Detached Housing

Description

Single-family detached housing includes all single-family detached homes on individual lots. A typical site surveyed is a suburban subdivision.

Additional Data

The peak hour of the generator typically coincides with the peak hour of the adjacent street traffic.

The sites were surveyed from the late 1960s to the mid-1990s throughout the United States and Canada.

The number of vehicles and the number of residents have a high correlation with average weekday vehicle trip ends. The use of these variables is limited, however, because the number of vehicles and residents is often difficult to obtain or predict. The number of dwelling units is generally used as the independent variable of choice because it is usually readily available, easy to project, and has a high correlation with average weekday vehicle trip ends.

This land use includes data from a wide variety of units with different sizes, price ranges, locations, and ages. Consequently, there is a wide variation in trips generated within this category. As expected, dwelling units that were larger in size, more expensive, or farther away from the central business district (CBD) had a higher rate of trip generation per unit than those smaller in size, less expensive, or closer to the CBD. Other factors, such as geographic location and type of adjacent and nearby development, may also have had an effect on the site trip generation.

Single-family detached units have the highest trip generation rate per dwelling unit of all residential uses, because they are the largest units in size and have more residents and more vehicles per unit than other residential land uses; they are generally located farther away from shopping centers, employment areas, and other trip attractors than are other residential land uses; and they generally have fewer alternate modes of transportation available, because they are typically not as concentrated as other residential land uses.

Source Numbers

1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 16, 19, 20, 21, 26, 34, 35, 36, 38, 40, 71, 72, 84, 91, 98, 100, 105, 108, 110, 114, 117, 119, 157, 167, 177, 187, 192, 207, 211, 246, 275, 283, 293, 300, 319, 320, 357, 384, 435

Existing

Single-Family Detached Housing (210)

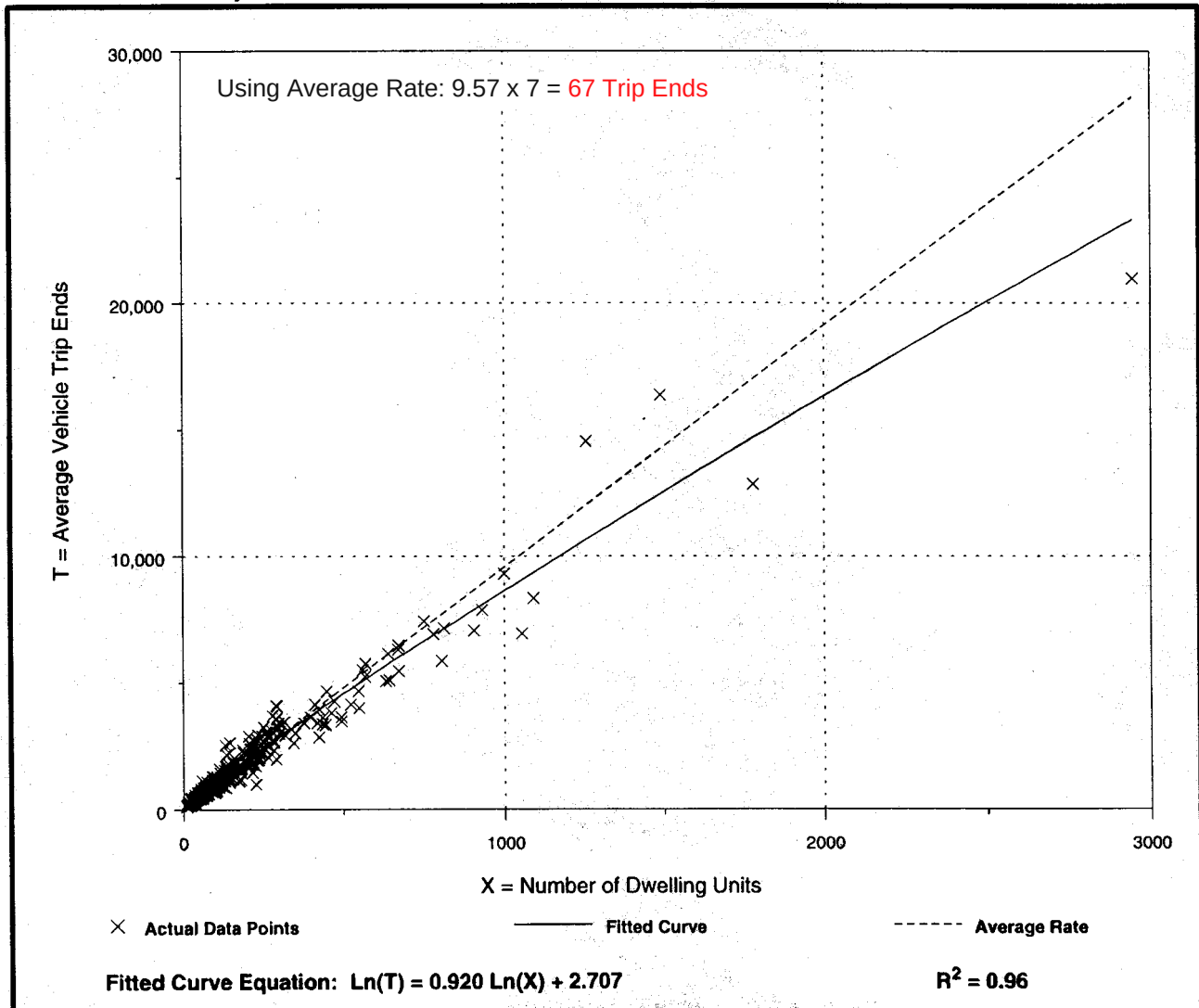
Average Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Number of Studies: 348
Avg. Number of Dwelling Units: 198
Directional Distribution: 50% entering, 50% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.57	4.31 - 21.85	3.69

Data Plot and Equation



Existing Single-Family Detached Housing (210)

Average Vehicle Trip Ends vs: Dwelling Units

Assume 7 existing dwelling units in the alley, existing properties not included. Note that traffic for the existing hotel scheduled for demo primarily exited to Millward.

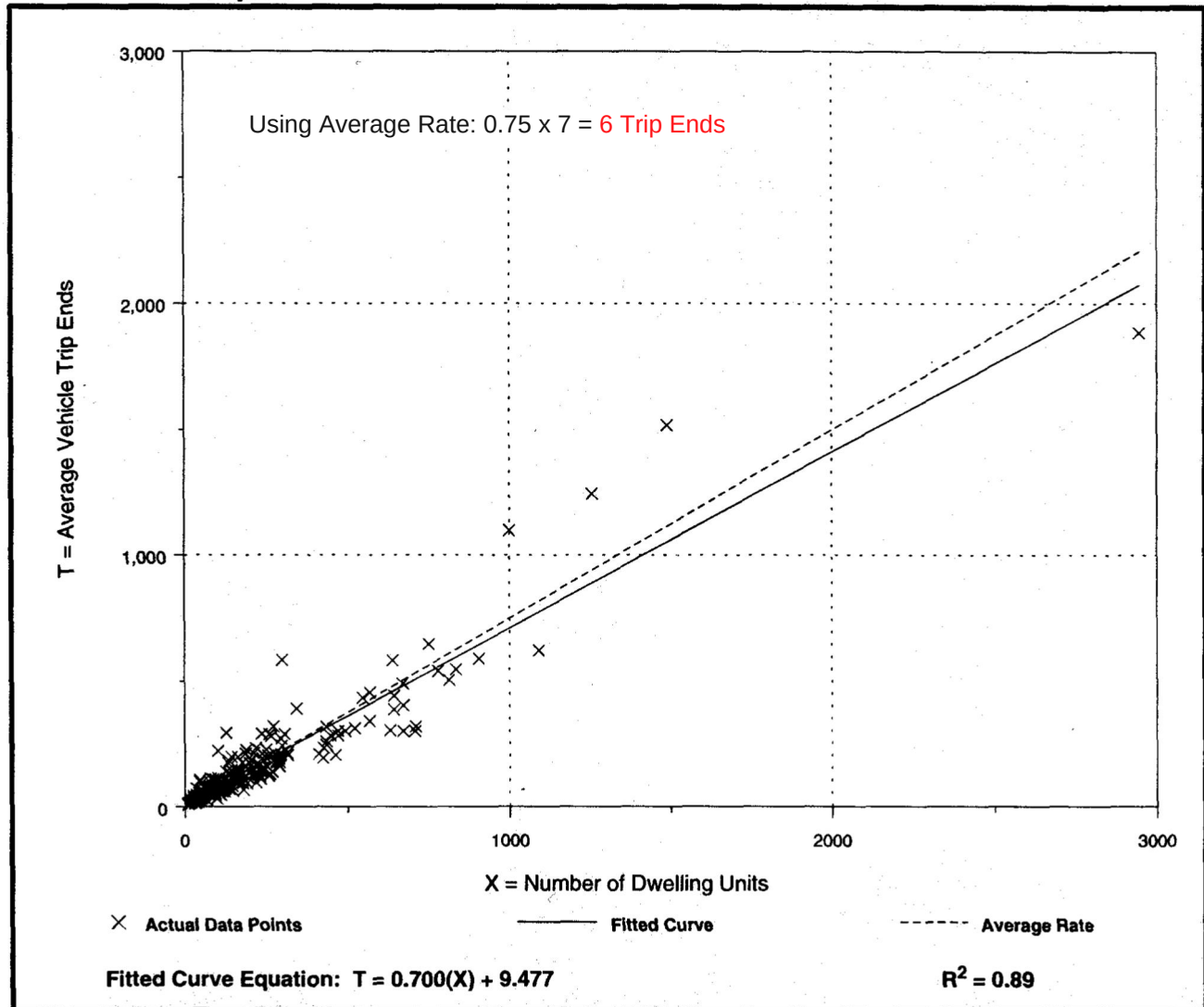
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 **a.m.**

Number of Studies: 271
Avg. Number of Dwelling Units: 202
Directional Distribution: 25% entering, 75% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.75	0.33 - 2.27	0.90

Data Plot and Equation



Existing Single-Family Detached Housing (210)

Average Vehicle Trip Ends vs: Dwelling Units

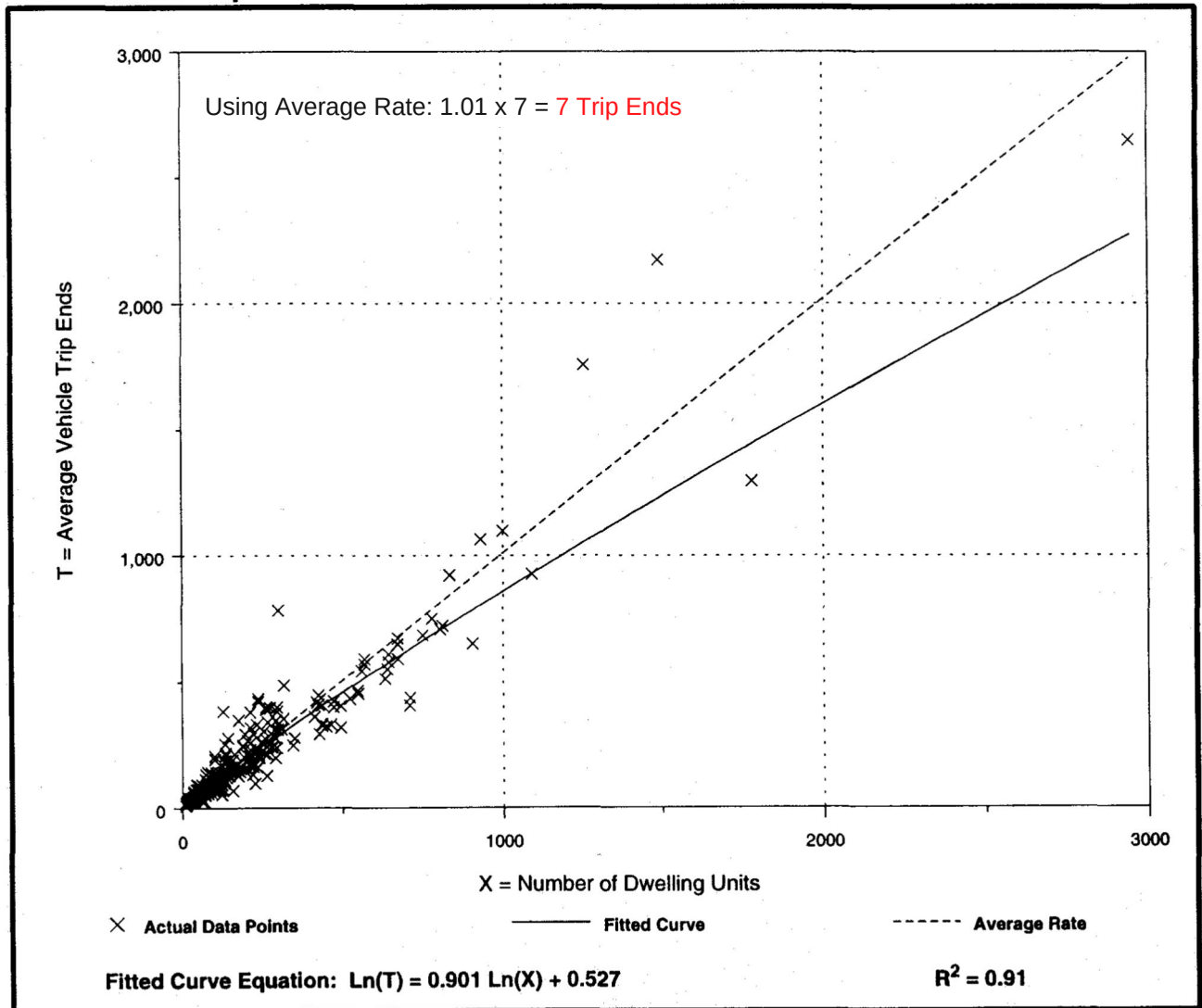
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 **p.m.**

Number of Studies: 294
Avg. Number of Dwelling Units: 216
Directional Distribution: 64% entering, 36% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
1.01	0.42 - 2.98	1.05

Data Plot and Equation



Land Use: 220 Apartment

Description

Apartments are rental dwelling units that are located within the same building with at least three other dwelling units, for example quadraplexes and all types of apartment buildings. The studies included in this land use did not identify whether the apartments were low-rise, mid-rise, or high-rise. Low-rise apartment (Land Use 221), high-rise apartment (Land Use 222) and mid-rise apartment (Land Use 223) are related uses.

Additional Data

This land use included data from a wide variety of units with different sizes, price ranges, locations and ages. Consequently, there was a wide variation in trips generated within this category. As expected, dwelling units that were larger in size, more expensive, or farther away from the central business district (CBD) had a higher rate of trip generation per unit than those smaller in size, less expensive, or closer to the CBD. Other factors, such as geographic location and type of adjacent and nearby development, may also have had an effect on the site trip generation.

The peak hour of the generator typically coincided with the peak hour of the adjacent street traffic.

The sites were surveyed from the late 1960s to the 2000s throughout the United States and Canada.

Source Numbers

2, 4, 5, 6, 9, 10, 11, 12, 13, 14, 16, 19, 20, 34, 35, 40, 72, 91, 100, 108, 188, 192, 204, 211, 253, 283, 357, 436, 525, 530, 579, 583

Proposed design is for 51 apartments and 51 parking spaces located under the covered parking with limited access to the alley. Note that 3 of the spaces are designated ADA parking.

Apartment (220)

Proposed

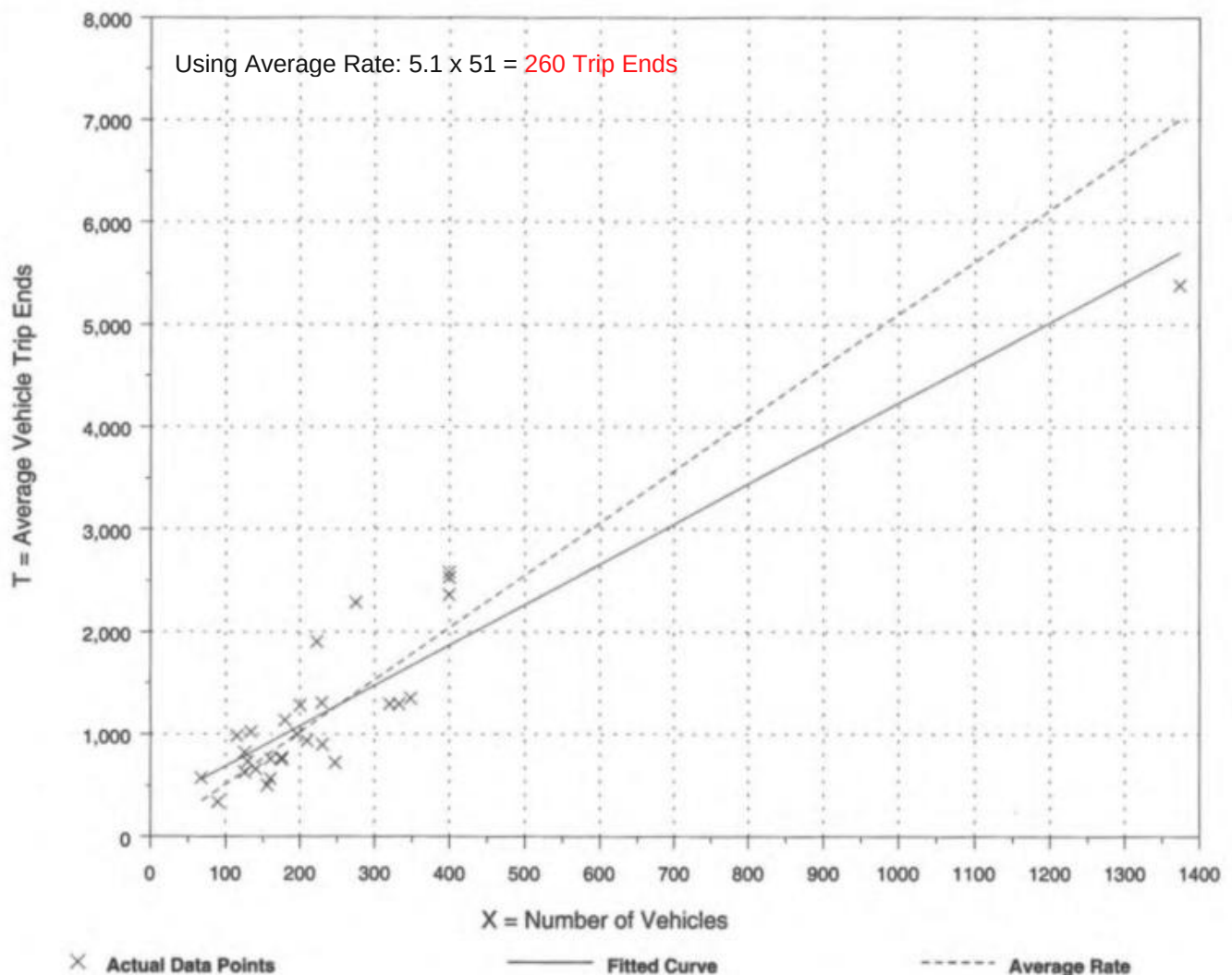
Average Vehicle Trip Ends vs: Vehicles
On a: Weekday

Number of Studies: 29
Average Number of Vehicles: 252
Directional Distribution: 50% entering, 50% exiting

Trip Generation per Vehicle

Average Rate	Range of Rates	Standard Deviation
5.10	2.91 - 8.57	2.73

Data Plot and Equation



Fitted Curve Equation: $T = 3.94(X) + 293.58$

$R^2 = 0.85$

Apartment (220)

Proposed

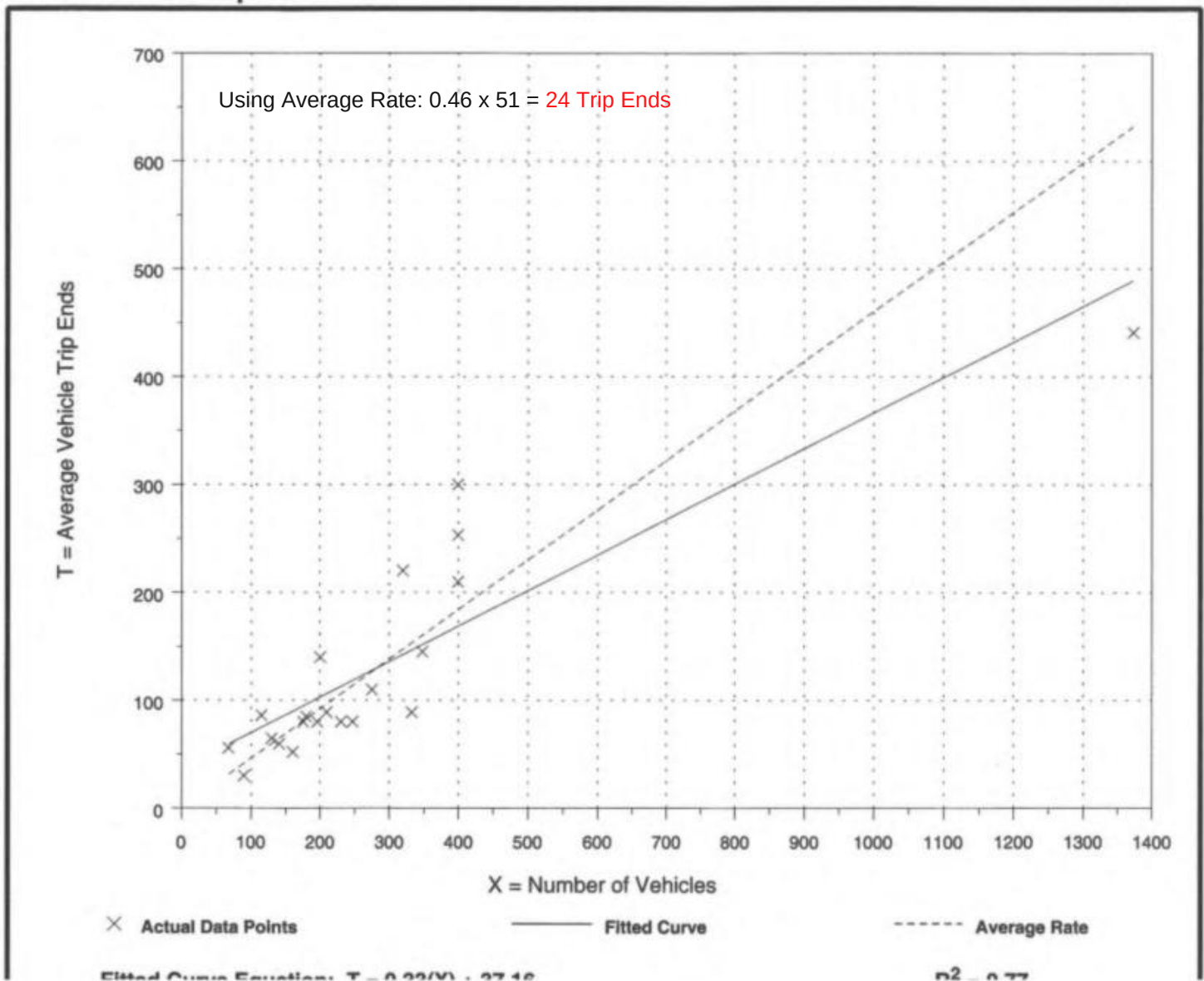
Average Vehicle Trip Ends vs: Vehicles
On a: **Weekday**,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 **a.m.**

Number of Studies: 21
Average Number of Vehicles: 285
Directional Distribution: Not available

Trip Generation per Vehicle

Average Rate	Range of Rates	Standard Deviation
0.46	0.27 - 0.82	0.69

Data Plot and Equation



Apartment (220)

Proposed

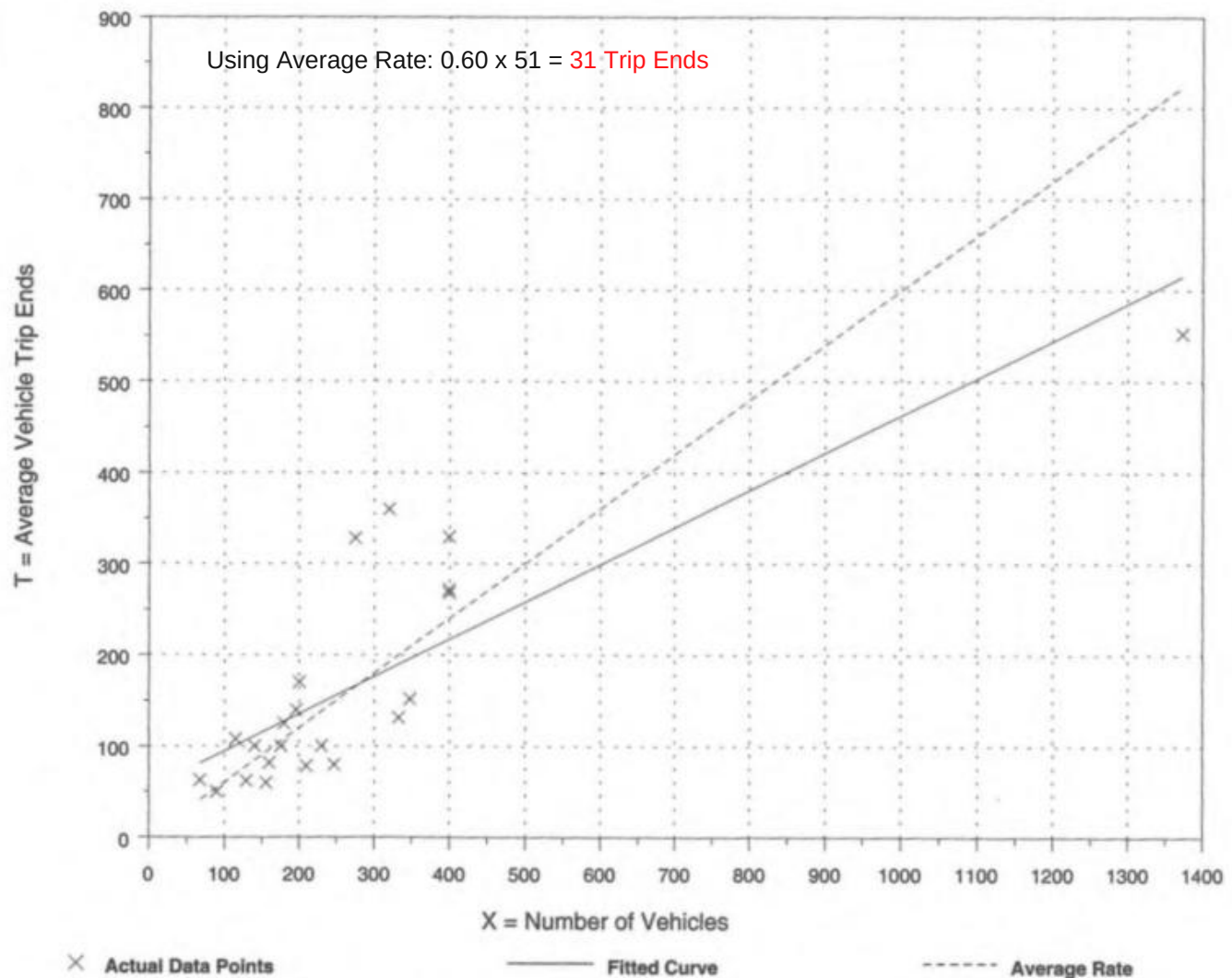
Average Vehicle Trip Ends vs: Vehicles
On a: **Weekday**,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 **p.m.**

Number of Studies: 23
Average Number of Vehicles: 275
Directional Distribution: Not available

Trip Generation per Vehicle

Average Rate	Range of Rates	Standard Deviation
0.60	0.32 - 1.19	0.81

Data Plot and Equation



Fitted Curve Equation: $T = 0.41(X) + 53.29$

$R^2 = 0.70$

Post Development Alley Traffic - Estimated Trip Generation

Desc.	No.	Units	* Peak Weekday	* Peak Hr (a.m.)	* Peak Hr (p.m.)
Existing Single Family Dwellings	7	residences	67	6	7
Proposed Parkings Spaces	51	vehicles	260	24	31
Total:			327	30	38

CHAPTER 13

ALTERNATE STANDARDS (LOW VOLUME ROADS)

13.0 INTRODUCTION

Design guidelines for very low-volume roads may differ from those of higher volume roads. AASHTO's *Geometric Design Guidelines for Very Low-Volume Roads* (**ADT ≤ 400**) (1) defines the needs of these roadways and the criteria to meet those needs. When defined as a low-volume roadway, this design guideline may be used in place of guidelines defined in the Green Book, *A Policy on Geometric Design of Highways and Streets* (PGDHS) (2), if applicable.

13.1 DEFINITION AND CHARACTERISTICS

A very low-volume local road has a functional classification of local road, and features a design average daily traffic volume of 400 vehicles per day, at most. Functionally classified collectors may also follow these guidelines so long as the design average daily traffic volume does not exceed 400 vehicles per day. These low volumes significantly reduce the opportunities for accidents to occur. Low volume roads also cater to local traffic familiar with the roadway; local drivers typically know and can anticipate design abnormalities. Design guidelines for very low-volume roadways may be less strict than for roadways with higher volumes or less familiar drivers.

13.2 LOW-VOLUME FUNCTIONAL CLASSIFICATIONS

Very low-volume roads are divided into six rural functional classifications and three urban functional classifications. They are as follows:

Rural Roads

- Rural Major Access Roads
- Rural minor Access Roads
- Rural Industrial/Commercial Access Roads
- Rural Agricultural Access Roads
- Rural Recreational and Scenic Roads
- Rural Resource Recovery Roads

Urban Roads

- Urban Major Access Streets
- **Urban Residential Streets**
- Urban Industrial/Commercial Access Streets

13.2.1 Rural Major Access Roads

Rural major access roads are defined by the following characteristics:

- Provide through or connecting service between other local roads or higher type facilities.
- They have significant local continuity and may operate at relatively high speeds.
- Due to through traffic, some traffic may include unfamiliar drivers.

- Roads are usually paved.

Collector roads that meet the definition of a very low-volume local road should be classified as a rural major access road.

13.2.2 Rural Minor Access Roads

Rural minor access roads are defined by the following characteristics:

- Serve almost exclusively to provide access to adjacent property.
- Such roads are used predominantly by familiar drivers.
- Speeds are generally low for the local environments.
- Roads are frequently narrow and sometimes may function as one-lane roads.
- Roads can be either paved or unpaved.
- Traffic is primarily composed of passenger vehicles
- Roads need to be accessible to school buses, fire trucks, etc.

13.2.3 Rural Industrial/Commercial Access Roads

Rural industrial/commercial access roads are defined by the following characteristics:

- May generate a significant proportion of truck or other heavy vehicle traffic
- Generally, provide access from commercial land use to the regional highway network.
- Roads are typically very short and do not serve any through traffic.
- Roads may be either paved or unpaved.

13.2.4 Rural Agricultural Access Roads

Rural agricultural access roads are defined by the following characteristics:

- Primarily provide access to fields and farming operations.
- Vehicle types included slow-moving vehicles such as farm equipment
- Drivers typically consist of repeat users who are familiar with the roadway characteristics.
- Roads are often unpaved

13.2.5 Rural Recreational and Scenic Roads

Rural recreational and scenic roads are defined by the following characteristics:

- Serve specialized land uses, such as parks, tourist attractions, campsites, etc.
- Traffic consists primarily of unfamiliar drivers.
- Traffic consists of low volumes of truck traffic
- Roads may carry highly seasonal traffic volumes.
- May accommodate a wide range in speeds and trip lengths.
- Roads can be either paved or unpaved.

13.2.6 Rural Resource Recovery Roads

Rural resource recovery roads are defined by the following characteristics:

- Serve logging or mining operations.
- Typically found only in rural areas.
- Drivers are typically professional drivers with large vehicles.
- Traffic operations are typically enhanced with radio communication between drivers.
- Most roads are unpaved.

13.2.7 Urban Major Access Streets

Urban major access streets are defined by the following criteria:

- Provide access to adjacent property and through traffic to other local roads.
- Generally short but serve slightly more traffic than most local roads.

Collector roads that meet the definition of a very low-volume local road should be classified as an urban major access street.

13.2.8 Urban Residential Streets

Urban residential streets are defined by the following characteristics:

- Typically serve to provide access to single and multiple family residences in urban areas.
- Drivers generally include only residents and their visitors.
- Large trucks are rare.
- Provide accessibility for fire trucks and school buses

13.2.9 Urban Industrial/Commercial Access Streets

Urban industrial/commercial access streets are defined by the following characteristics:

- May generate a substantial volume of trucks or other heavy vehicles.
- Generally, provide access from commercial land use to the regional highway network.
- Roads are typically very short and may not carry traffic from smaller streets.
- Roads may be either paved or unpaved.

If a roadway definition meets more than one functional classification, the stricter guidelines shall be applied.

13.3 LOW VOLUME DESIGN APPLICATIONS

The design guidelines defined in the *Geometric Design Guidelines for Very Low-Volume Roads* (1) provide less strict design criteria however they do not compromise safety when applied to very low-volume roadways with familiar drivers. The purpose of the low volume guideline is to provide a recommended range of values, and not to be a replacement of detailed design manuals. These guidelines allow for flexibility in designs to accommodate specific needs.

13.3.1 Design and Operation Speed

The design guidelines presented are a function of speed, as follows:

- Low speed – 0 to 45 mph
- High speed – < 45 mph

13.3.2 Traffic Volumes

Traffic volumes on very low-volume roads are stratified into three levels for purposes of these design guidelines. The volume ranges are:

- 100 vehicles per day or less
 - 100 to 250 vehicles per day
 - 250 to 400 vehicles per day
- Estimated trip generation for the alley, including existing traffic is 327 vehicles per ITE.

13.4 CROSS SECTION DESIGN

Cross section design criteria for lower volume roads generally address total roadway width rather than having separate criteria for lane and shoulder width.

13.4.1 Very Low-Volume Local Roads in Rural Areas Cross Section

Table 13-1 illustrates the total roadway width for the six low volume functional classifications for rural conditions. These cross section widths are based on the expected user vehicles.

Total Roadway Width (ft) by Functional Classification						
Design Speed (mph)	Major Access	Minor Access	Recreational and Scenic	Industrial/ Commercial Access	Resource Recovery	Agricultural Access
15	-	18.0	18.0	20.0	20.0	22.0
20	-	18.0	18.0	20.0	20.0	24.0
25	18.0	18.0	18.0	21.0	21.0	24.0
30	18.0	18.0	18.0	22.5	22.5	24.0
35	18.0	18.0	18.0	22.5	22.5	24.0
40	18.0	18.0	20.0	22.5	-	24.0
45	20.0	20.0	20.0	23.0	-	26.0
50	20.0	20.0	20.0	24.5	-	-
55	22.0	-	22.0	-	-	-
60	22.0	-	-	-	-	-
Note: Total Roadway width includes the width of both traveled way and shoulders.						

**Table 13-1 (Exhibit 1 of the *Geometric Design of Very Low-Volume Local Roads* (1))
Total Roadway Widths for Rural Conditions**

APPENDIX V – FIRE FLOW WATER MODEL EXHIBIT



A FIRE FLOW SCENARIO WAS MODELED IN THE TOJ WATER MODEL. A TOTAL OF 2,500 GPM WAS DEMANDED FROM THE SYSTEM. 1,000 GPM FROM A HYDRANT ON NORTH MILLWARD ST, 1,000 GPM FROM A HYDRANT ON WEST GILL AVE, AND 500 GPM AT THE POINT OF CONNECTION. THE LOWEST RESIDUAL PRESSURES WERE 40 PSI AT THE MILLWARD HYDRANT AND POINT OF CONNECTION. NO PRESSURE DROPPED BELOW 35 PSI WITHIN THE TOWN AND THE HIGHEST VELOCITIES WERE IN PIPES ADJACENT TO THE MILLWARD HYDRANT AND POINT OF CONNECTION AT 8.9 FPS.

	ISSUED DATE	ISSUED FOR
1	12/23/2022	FDP RESUBMITTAL

PROFESSIONAL SEAL

Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No. 22-020-02
Drawer	Drawn By BRADEN OLSON
Checker	Checked By JOSH KILPATRICK
Discipline	Drawing No.

APPX. V

Drawing Name

APPENDIX V - FIRE FLOW

Peter and Elisabeth Holland
204 Saddle Butte Drive
Jackson WY 83001

March 13, 2023

Dear Members of the Town Council,

We are writing to express our concerns about the Millward Apartment Complex (P22-53) which you will soon be asked to approve. This updates our letter of January 30th (additions in red) for (A) the revised the Revised Development Plan posted March 8, and (B) the “LDR Clean-up” posted March 10 which comes before the Planning Commission on March 15. On the first point, while the new proposal by the applicant addresses some of the LDR violations that we outlined, it still falls short of compliance on many fronts. On the second point, the “LDR Clean-up” attempts to make substantive LDR changes without opportunity for public comment or proper consideration by Planning Commission or Town Council members. Most notably, it effectively eliminates Landscape Surface Area requirements. In addition to sod roofs, the Planning Department now includes a laundry list of items which can be called Landscape Surface Area, including sidewalks! The “LDR Clean-Up” also eliminates the 20 ft minimum alley paving width standard which the Millward project currently violates (see below).

Regarding the Millward Project, you will likely hear from the applicant and the Planning Department that the project will help the Town’s housing crisis, that it has been unanimously approved by the Design Review Committee, and (subject to a second look at alley safety/access issues by Fire and Public Works) unanimously approved by the Planning Commission.

If you have time to watch the recorded Planning Commission hearing, you will see the Council Chambers filled with neighbors and community members up in arms. Most are expressing outrage about the project’s disastrous impact on the small single-family homes that surround it on three sides, the neighborhood character, and the sensitive environment along the Flat Creek corridor. While those concerns are all valid and weigh heavily upon the acceptability of the application, we and a couple of other neighbors focused on specific LDR violations that the Planning Department is patently overlooking, or outright ignoring, in order to push through a project drastically at odds with the spirit of the transitional CR-2 zone laid out in the LDR and the Jackson/Teton Comprehensive Plan. There was no substantive response to our comments other than obfuscation and precedent vaguely cited on two recent projects which featured similar LDR violations¹. After the Planning Commission chair struggled to find a second to the motion to approve, the initial vote failed. The commission members who voted against or abstained eventually voted for a revised motion, despite appearing rushed and concerned on multiple fronts.

So far, we have focused on obvious LDR violations rather than voicing opinions on the project’s more general deleterious impact on the neighborhood or the broader community. For the impact on the neighborhood, just watch the video. To balance the implicit storyline that this project is all about addressing our community’s housing crisis (a cause which we fully support), and therefore worth taking aggressively pro-developer stances at every step of the process, please consider the following:

¹ LDR violations in past approvals in no way bind the Town to permitting those violations, and certainly do not excuse the Town from strictly adhering to the LDRs, as written, going forward.

1. There is **no** affordability component or restriction. These units are and, as proposed will remain, market units which have no guarantee of supplementing actual “work force” housing needs.
2. After 3 years of construction (including summer lane closures on Millward) the project will add only **3** net new units of “workforce” housing (34 destroyed and **37** constructed). For the next three years, the community will be without any housing in this location, and then the additional units, as noted above, will have no guarantee of affordability.
3. Most of the space added consists of **11** short term rentals and 4 retail/office spaces- in effect adding “lodging” and employment space without offsetting housing impacts.
4. Reasonable market judgment suggests that the “workforce” units created will rent for a lot more than those being destroyed, although the units will likely be of better quality. **With six smaller units converted into three larger units in the revised proposal, the mix is tilted even further towards units which will likely be more expensive than those being torn down.**
5. The project is devastating for residents of the modest homes that surround it.

This project also stands out from other recent residential projects in density. The chart below comes from the Planning Department write-up for “The Loop”, which the Planning Commission approved in November. That project shattered the record for density (about double any prior residential project) because it has unique features that allow for four stories of development. It also features two levels of underground parking, which is expensive but efficient. The Millward apartment complex, despite having only three stories, a property 1/3 the size, and above ground parking, somehow manages to come in very close to “The Loop”, at **75** units per acre (**48** residential units on .64 acres). That’s **before** adjusting for more than 10% additional space in retail & office, which would **come very close to** the density achieved by “The Loop”.

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	10	168 / 352	17	35
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

LDR violations

Landscaping: The reason it is possible to achieve such remarkable density, particularly in a lower density transitional zone like CR-2, are the significant and patent LDR violations, the most flagrant of which is a Landscape Surface Area ratio that is **still not at the** required 10% **despite Landscape Surface Area that has been helpfully added near the alley**. Additional violations include a large six-foot-tall transformer structure placed outside setbacks, a **parking plan still in violation of various LDR requirements, and an alley that is proposed to be paved to 17’, well short of the 20’ width required by the LDRs**. We appreciate that the parking plan has been somewhat improved by eliminating the compact spots on the alley, adding turnaround space for spots along the ends of the interior parking aisle, and widening the parking aisle.

We also appreciate that the Applicant (and we presume the Planning Department) appear to have acknowledged that a green roof, while a nice design feature, does not meet the existing definition of Landscape Surface Area (LSA). The landscaping added along the alley by removing four parking spots is a welcome addition. Unfortunately, however, the project is still below the requirement by about 270 square feet: (a) the calculation for required LSA now deducts, in calculating Base Site Area, a “future TOJ Easement” which has previously appeared nowhere in the proposal; only existing public road easements may be deducted; (b) the revised development plan now includes the raised metal box at the entrance (into which unspecified public art is to be placed) as LSA; while public art is allowed to offset Landscaping Units, a large metal box filled with pebbles does not count as LSA; (c) the transformer box and related concrete pad does not count as LSA, and (d) the six foot fencing along the northern and southern borders should also be deducted from LSA.

Transformer: The second obvious LDR violation is the 6’ tall transformer located at the northwest corner of the property which violates set back requirements along the northern and western boundaries. This is clearly “structure” per the LDR definition: *Structure means any building, bridge, fence, pole, tower, deck, liquid storage, tank, gazebo, pier, dam, culvert, satellite dish, personal wireless telecommunication facilities, or other construction or erection greater than 4 feet in height.* The sponsors acknowledge this in their response to the initial Planning Department objections, offering only that relocating the transformer would “*require us to redesign the building completely*”. The final Planning Department report carefully walks back their initial objection: “*While such structures can sometimes exceed 4’ in height, the Town has not previously treated these necessary above-ground utilities as structures as defined by the LDRs – and thus subject to the setback requirements. This flexibility has been afforded because such utility structures need to be functionally located outside of buildings and near the PROW or alley to allow safe and convenient access for maintenance.*” If there is some reason (other than building design!) that this is the only feasible location for the transformer from an engineering standpoint, isn’t that exactly what the variance procedure is for? If precedent is being cited as the only argument, how many 6-foot-tall transformers has the Planning Department exempted from setbacks at the planning stage? As neighbors who will look directly at this structure, we have little sympathy, particularly since this is one of the few slivers in the project plan that could serve as much needed landscaping along the Millward Alley border. **The amended proposal now cites an LDR provision that waives setback requirements for the transformer if it is located within an existing utility easement. If such a utility easement exists (discussed nowhere in the proposal) we request that the applicants provide it.**

Parking (Multiple): Our third area of concern is parking, which **still** violates several LDR provisions **despite the improvements to the proposal noted above.**

The parking lot has no screening or landscaping along Millward Alley, which, unlike most alleys in Jackson, serves as the sole access and “front yard” for residents. This is in clear violation of Section 6.2.5.A.3: “*Parking lots shall include landscaped islands to avoid large expanses of asphalt and **shall be screened from off-site, or their view substantially filtered by vegetation.***” **Four of the alley spots have been replaced with landscaping; this is helpful but still leaves neighbors largely staring at an unscreened parking lot.**

The project features **13** spots backing directly onto Millward Alley, creating hazards and inconvenience for neighbors. This clearly violates Section 6.2.5.B.4: “*Traffic Interference Prohibited. All off-street parking and loading facilities shall be designed with access to a street or alley in one or more locations which cause the least interference with traffic movements.*” There is no reason that the entire parking lot could not be accessed from a single drive aisle from either Millward Alley or Millward Street. The

JK: The shoulder width also counts as part of the alley width, thus roughly 20' will be provided pending some encroachments (building and utility) to the south of the alley fronting the development. This is not a through alley - thus the 14' width to the north will not be impacted by development traffic. Note that pavement width was approved by ToJ Public Works, and is consistent with many other alleyways within the Town.

proposed design maximizes rather than minimizes traffic interference on Millward Alley. The Planning Department suggested that the alley also serve as the loading area for vehicles such as Fedex trucks, garbage trucks and moving trucks, when it became clear that the roof clearance was insufficient for off-street loading within the garage, as initially proposed by the applicant. This concern is even more pronounced in the revised proposal because, after doing the engineering studies requested by the Planning Commission, it now turns out that the alley can only be paved to 17 feet wide (14 feet wide past the northern property border) rather than the 20 feet previously claimed.

After changes requested by the Housing Department shrunk the space available for parking (primarily for larger lockers and better pedestrian access in the garage) the Planning Department encouraged the applicant to use Town Resolution 09-25 (which has much more lenient standards) and claimed it applies to "all types of structured/covered parking". The language in the regulations, however, says that 09-25 applies only to "sublevel facilities and facilities having internal drive aisles". How has the Planning Department (dimensions) are not in compliance with 09-25, which is neither underground nor enclosed?

If the Town Council allows this project to use 09-25, it is still not clear that it complies with 09-25. The "large" vehicle used in the turning analysis is a Mercedes Sprinter van with a 17'4" length and 20.17" turning radius. Recent vintage Sprinters range from 19'6" to 24'2", so we can only assume that the analysis used a much smaller vehicle by mistake. The length of an average pick-up (perhaps the most common vehicle in Jackson) is 20', with a turning radius of approximately 23'. Can a typical pick-up maneuver into a spot as required by 09-25? There is a second major problem with the analysis, even for the "average" vehicle used (a 2009 Ford Escape): it assumes that there are no vehicles extending into the parking aisle parked in nearby spots. Because the Applicants shrank the length of the interior parking spots from 20' to 18', a typical pick-up would protrude over 2' into the parking aisle. The turning analysis clearly shows that either entry or exit would be impeded by an intruding vehicle in nearby spaces. To see this, look at the faint green lines for the bumper path on the diagrams on page 96 and 97 of the revised development plan, which use every inch of the parking aisle.

7.6.3. Streets, Alleys, and Easements (3/6/19, Ord. 1225)

A. Standards

The standards for right-of-way and street design are to be used in the design and construction of all new streets, and as guides in the improvement of the existing street system. It is recognized that standards cannot be developed which will apply to all situations. In those instances where these standards are not applicable, the proposed design must be reviewed by the Town Engineer, and approved and accepted by the Town Council.

number of spots. Unlike the Millward project, the Loop also provided additional guest parking. What is a resident with a full-size car (let alone a pick-up) supposed to do if the only spots available are non-functional or compact, particularly in the winter when snow is on the ground? How can the applicant claim that this meets the key Housing Department requirement for minimum livability standards, namely that each unit have at least one (presumably functional) parking spot?

perspective, it would be nice to see the "parking write up include some relevant parking design features he Loop", which features actual underground parking, includes 24' aisles (vs 21'), no compact spots (versus 4), as many, including 5 placed right at the driver's side door). administrative adjustment to further reduce the required

Per regulation, the Town Engineer has the authority to dictate the paved alley width, in which case was done.

Alley Paving Width: A fourth area of LDR violation was highlighted by the alley engineering study included in the revised proposal. LDR section 7.6.3.H states that "alleys shall have a minimum pavement width of 20 feet". Alley paving ranging from 14' to 17' is obviously non-compliant. From a commonsense standpoint, it underscores the numerous concerns from neighbors about accessing such a large project from such a narrow alley, rather than using one of the two existing curb cuts on Millward.

The planning department appears to be trying to cure this LDR violation by changing the LDRs with no public scrutiny through the “LDR Clean-up” (as they are trying to do with Landscape Surface Area; see below). LDR Clean-up item # 58 attempts to amend the above provision as follows: *“alleys shall be paved to the maximum width practical up to 20 feet”*.

Appropriateness of alley access

The amended development plan now includes on page 117 engineering analysis that supports Millward Alley as being an appropriately wide street for access to the project as well as other residences. We assume that this is in response to concerns expressed by both residents and by the two Planning Commission members who initially voted against the proposal and requested further study of alley access as a condition of approval.

The analysis reasonably categorizes the alley as an “urban residential street” (per AASHTO) and reasonably estimates the number of trips per day (using an approach laid out by the Institute of Traffic Engineers). It concludes, based on Table 1 from AASHTO’s “Guidelines For Geometric Design Of Low-Volume Roads” (page 176 of the application) is sufficient, noting that such width can include Millward Alley, both the 17’ paved portion and toward the minimum 18’ width).

The Town clears the alley and maintains it...so yes, in the eye of the Town Engineer, this is feasible to maintain.

The first problem with this analysis is that shoulder can be counted. In a winter like including houses, fences, trees, and telepo feet of unpaved drainage swale will be “u

There is not specific information applicable to alleys that AASHTO provides, thus engineering judgement was used here. This is an alley w/out through-access, so it does not qualify as a “residential street”. The table used seemed the most appropriate considering traffic volumes. The Town likely has multiple examples of similar developments accessing alleys. The purpose of the traffic analysis is to assess the development impacts to the alley, and rather not provided another alternative (Millward St.) for access.

“feasible” structures ect that the 3

The much bigger problem with the analysis is that “Table 1” referenced on page 176 is for rural rather than urban residential streets. The analysis should have used Table 2 for urban residential streets. The AASHTO Guidelines mention the following considerations for urban residential streets need substantially more width than rural ones: “available right-of-way width is much less than in rural areas” and low volume urban streets require “the ability for vehicles in opposite directions to pass one another, the need for vehicles to pass parked or stopped vehicles, the need to provide access for fire trucks and other emergency vehicles, and the need to accommodate occasional larger delivery vehicles.” Rather than using trips per day, the recommended AASHTO approach in Table 2 below uses development density (units/gross acre) as the metric for suggested road width. Assuming 55 residential units (48 proposed and 7 current) and using the County’s GIS map server to estimate total gross acres accessing Millward Alley (2.5 acres), Millward alley would come in at 22 dwelling units per gross acre, more than double the cut-off for the highest density category. The suggested road design is 34-38 feet wide with parking permitted on both sides, or 32 feet wide with single side parking. **Fortunately, there is a street with exactly these characteristics that would offer appropriate access for the project: Millward Street rather than Millward Alley!**

Table 4-2. Guidelines for Total Roadway Width for New Construction of Two-Lane Urban Residential Streets [adapted from (10)]

Development Density	Dwelling Units per Gross Acre ¹	Number of Channels ²	U.S. Customary		Metric	
			Total Roadway Width (ft) with Parking on:		Total Roadway Width (m) with Parking on:	
			Both Sides	One Side Only	Both Sides	One Side Only
Low	≤ 2.0	2	20–22	18	6.1–6.7	5.5
Medium	2.1 to 6.0	3	26–28	24	7.9–8.5	7.3
High	6.1 to 10.0	4	30–32	28	9.2–9.8	8.5
Very high	≥ 10.1	4	34–38	32	10.4–11.6	9.8

¹ Gross acreage includes land used for the roadway, alleys, pedestrian and bicycle paths, easements, parks, schools, or other neighborhood facilities; use average density for both sides of the street.

² Number of channels represents the number of through and parking lanes; for low and medium density development, both the likelihood of parked vehicles and the traffic volume are low, and the occasional parked vehicles may park in a lane designated for through traffic, as needed.

Note: These guidelines should not be used as a substitute for engineering judgment. Specific streets may be wider or narrower than these guidelines based on consideration of site-specific factors.

LDR Clean-Up:

As we speculated in our January 30th letter, the Planning Department is now attempting to change the Landscape Surface Area requirements along with many other substantive changes never subject to public scrutiny. Past proposed text amendments, even minor ones, have had a full presentation and analysis available for both the public and Commission members well in advance of any public hearing. For the Planning Commission members to receive a packet that says “Public Comment: None” is highly misleading when the public has never seen the proposed LDR changes. Landscape Surface Area, along with parking requirements, are two major governors on the overall size and density of structures. Changing these definitions and regulations will ensure that the structure of choice for developers seeking to maximize return on investment will be soulless, three-story, monolithic structures extending across entire blocks, with “landscaping” visible only from the air. The proposed changes to Landscape Surface Area permit not only “green roofs” but also a long list of other items having nothing to do with landscaping, including sidewalks, bike racks, and utilities like air conditioning units or transformers.

Here is the sole argument provided to Planning Commission members for drastically changing the Landscape Surface Area requirements (emphasis added): *The landscaping standards need to be **clarified** to define what counts as landscape surface area and allow the Planning Director to consider some public amenities to be counted as landscape area. Allowing these public amenities also requires decoupling the definition of site development and landscape surface area.* This is radical change, not “clarification”. This proposal effectively takes the 10% LSR requirement for the CR-2 zone down to zero and similarly weakens LSR requirements for all other zones. Don’t be surprised if creative single-family developers use this provision to substantially reduce green space and landscaping in residential East Jackson neighborhoods. It is unimaginable that the intent of the LDR was to make it possible to develop large 3 story structures property line to property line with no surrounding green space in a commercial/**residential** transition zone like CR-2. The Planning Director often mentions that this is a trucking route but misses the fact that it is also a neighborhood.

As noted above, LDR Clean-Up item # 58 attempts to eliminate the 20 ft minimum alley paving requirement which this project, paved from 14-17 ft wide, is in clear violation of.

Another disturbing proposed change is item # 69 on the LDR Clean Up, which grants the Planning Director substantially more leeway to make changes to an approved development plan after-the-fact, with no disclosure or scrutiny by the public or any public body including the Town Council. This now includes a new category of *“minor technical changes that do not warrant public review by the original approving entity, such as a landscape plan”*. The LDR clean-up also removes the requirement that these “minor technical changes” (like landscaping plans) *“appear necessary based on technical or engineering considerations first discovered during development or use that were not reasonably anticipated during the initial approval process.”* With no requirement to even inform the public (or the Town Council) about these changes, the only disclosure of the new development plan will be when the building goes up.

Regarding the Millward development, we are concerned that if LDR changes become finalized, the Planning Department will allow the developer to revert to the prior landscape plan with no further approval. If the Town Council chooses to approve the current proposal, despite the clear LDR violations described, we request that the Council make it clear that this cannot be allowed to happen.

Finally, we note that LDR 8.7.2.D.3 provides that *“review of a text amendment shall not occur concurrently with review of any physical development, basic use, conditional use, development option, or subdivision permit application reliant on the proposed text amendment.”*

We would welcome the opportunity to discuss this with you further. Please let us know if you are available for a brief phone call. Thank you for considering our comments and for the time that you dedicate to the community.

Best regards,

Peter and Elisabeth Holland
917-226-1626 / peterbholland65@gmail.com
914-806-2457 / elisabethholland5@gmail.com

cc:

Lea Colasuonno, Jackson Town Attorney
Kevin Gregory, Lubing Gregory & Rectanus, LLC
Matt Gaffney, Lubing Gregory & Rectanus, LLC
Members of the Planning Commission (other than Commissioner Petri who has previously disclosed a conflict for the Millward Project)

Re: Comments on Millward Street Apartments



Peter Holland <peterbholland65@gmail.com>

To: ● Katelyn Page
Cc: ○ Elisabeth Holland

Reply Reply All Forward

Thu 12/22/2022 4:46 PM



You replied to this message on 12/22/2022 5:01 PM.

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



Hi Katelyn,

Thanks for the quick response. Were you able to email our comments to the planning commission (see prior email)?

We would like to add the following items to our public comment. Can we do that via this email, or would you prefer that I add them to the main document?

1. The interior parking aisle width at the top of the "T" is 22.5', in violation of LDR 6.2.5.D.5, according to the diagram in the parking plan waiver request.
2. The parking plan provides for 9 compact spaces in the interior lot which are well below the minimum parking spot dimensions per LDR 6.2.5.D.1. How are compact spots treated for purposes of the LDR?
3. LDR 6.2.2.E (Loading) states: *"A structure, or a complex of structures, which contains uses that require deliveries or shipments, shall provide loading facilities that are designed so as not to interfere with any emergency or disability access. An application shall address how the specific loading needs of the proposed use are being addressed."*

The project application's response is: *"Off-Street loading is provided via the access drive isle (18' min. width) located off the alley with turn around access provided via the two parking access isles underneath the building."*

With four retail businesses and 52 residences, there will be frequent need for a variety of delivery vehicles throughout the day, including UPS, Fedex, Amazon, U-Hauls, and private moving trucks or vans. Since the LDR states that the loading should not interfere with emergency access, where is emergency access expected to occur? The ceiling height appears to be about 10 ft in the parking aisle (not including lights or other fixtures which might lower the effective height). Is the actual minimum roof height sufficient for these large vehicles? Would it be practical for these large vehicles to turnaround in the "T" of the 22.5' parking aisle?

4. The project application states regarding snow storage: *"Due to the proposed scale of the development, there is very little area on the site which is not covered by roofs or decks. The only area on the site where snow removal will be required is within the last 10 feet of parking spaces adjacent to the alley, which is very minimal. The total area of uncover parking that is required for snow removal is 2,800-SF. Regulations state that 2.5% of required area be used for snow storage. Minimum snow storage required is 70-SF and 100-SF will be provided in the southwest corner. Due to the nature of the development and the proposed amenities, all excess snow will be removed from the site in an expedited manner."* The project's unusual design merits snow storage space beyond the bare minimum required. Snowstorms that occur with wind (a frequent occurrence in Jackson) would create substantial snowfall inside the garage. The small space suggested for snow storage is already occupied by several aspen trees called for in the application and is contiguous with the neighbor's driveway and garage.
5. What is the plan for emergency access for firetrucks and ambulances? Who approves this plan? We noticed in the Teton County fire code that minimum height requirement for emergency access (which perhaps does not apply here) is 13.5 feet, well short of the height of the parking garage.

Reserving some of the parallel spots in front of the building for loading and/or emergency services would be prudent for a facility of this size.

6. As noted in a prior email, separate from the question of whether the green roof can legally be counted as Landscape Surface Area, we note that the Landscaping (sod, bushes and tree) will be invisible to pedestrians on the west side of Millward Street. My back-of-the-envelope calculation indicate that a pedestrian of average height, even if standing 6 feet from the middle of the building, would see the top of the only nearest clump of rooftop aspens only to the extent the trees were above 23 feet. Trees appear considerably shorter than that in the rendering. A pedestrian on the east side of Millward looks like he or she might see the tops of a couple of trees if directly across from the center of the complex. Therefore, while the green roof is a pleasing design feature for those residents who can see it (even if not counted as LSR) it will not be particularly additive to the community.

Best regards and sorry we did not catch these in our initial review.

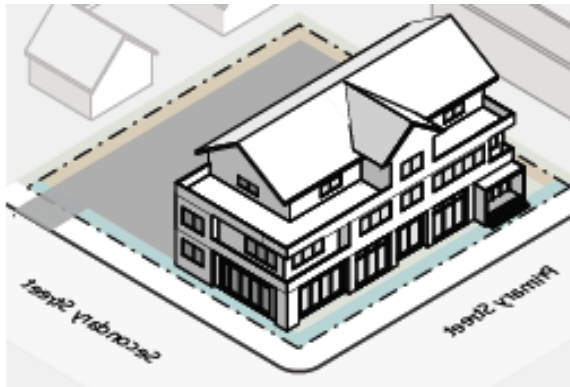
Peter

We are writing to express our concerns regarding the proposed Millward Street apartment complex (Item P22-253) which is being developed across Flat Creek from our house. We are also providing copies of these comments to the Planning Commission and various interested neighbors and community members.

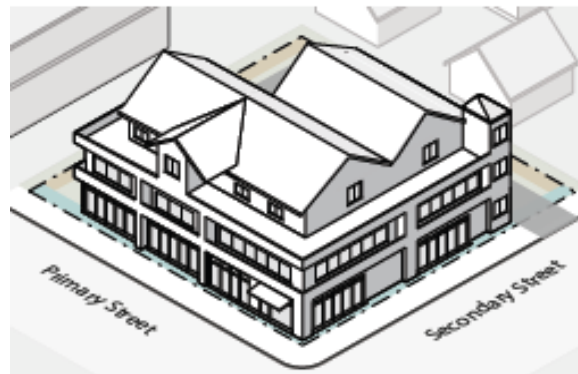
After we requested and reviewed the project plans, our main question was: **“How can a structure as dense as anything in downtown Jackson be built in the Commercial Residential-2 Zone (CR-2)?”**

Per the town’s Land Development Regulations (“LDR”), CR-2 is supposed to serve as **“a transition to lower density residential areas”...“at a scale consistent with residential neighbors and uses”..“with parking screened from view”**. Here are illustrative building prototypes from the LDR for several zones in comparison to the project rendering (note single family homes to left facing exposed parking garage).

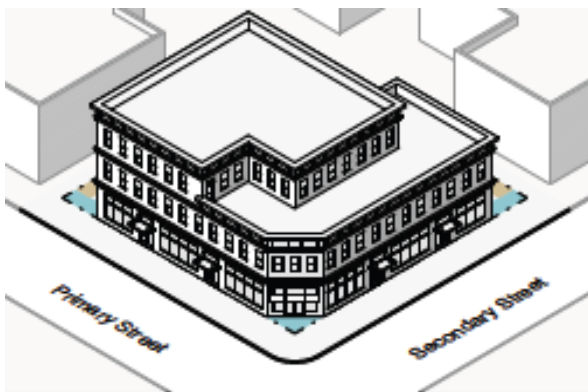
Commercial-Residential 2



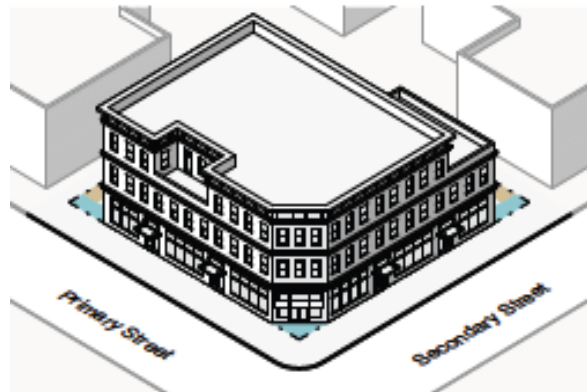
Commercial-Residential 1



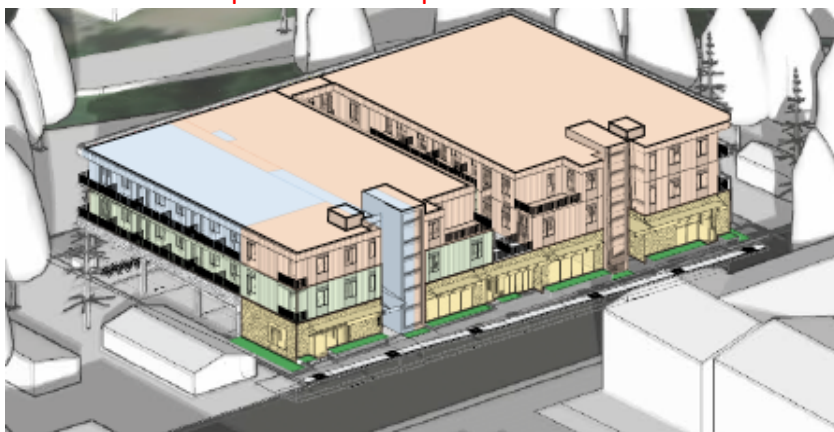
Downtown Core 2



Downtown Core 1



Millward Street Apartment Complex: CR-2 or DC-1?



While the Planning Department notice (received around Thanksgiving) gave us only until December 9 to comment, we were fortunate that review was pushed a month, allowing us time to review both the lengthy project application and the LDR. The reason the project is so at odds with the intent of the LDR is because it violates (or takes aggressive interpretations of) numerous specific provisions of the LDR. Parameters such as landscaping and parking requirements function as critical governors on building size. If these are violated, or allowed to be aggressively interpreted, it is not surprising that the resulting structure is incongruous with the intent of the LDR.

We are sympathetic to the large volume of lengthy applications that the Planning Department and Planning Commission must review. However, we hope that you will take the time to thoroughly review our concerns and further delay the public hearing if necessary. We are aware of concerned neighbors and community members outside the 200 ft notice requirement who have only recently learned of the project. Finally, we are strong supporters of affordable workforce housing and the very thoughtful development plan and policies laid out by the town. We hope that an appropriately scaled-back project in compliance with the LDR can proceed.

Our specific concerns and questions are below. Some may seem pedantic but cumulatively they add up to a project well outside the intent of the LDR and the Town's Comprehensive Plan. We only had time to dig into a few areas such as landscaping and parking and were shocked by the number of potential violations we turned up. A similarly detailed review of other areas would likely raise additional questions.

Project violates Landscape Surface Area Ratio (LSR) requirement: 10% of the gross site area¹ is required to be "landscape surface area". This requirement is purported to be met largely by a sod roof above the interior courtyard and parking garage in the center of the building. While this is a nice feature for the residents (the only ones who will see it), it does not count as Landscape Surface Area per the LDR:

- **Site Development.** *Site development is the area of the site that is physically developed; it is generally the **inverse of landscape surface area**. Site development includes the area of the site that is covered by buildings, structures, impervious surfaces, porches, decks, terraces, patios, driveways, walkways, **parking areas**, and regularly disturbed areas such as corrals, outdoor storage, and stockpiles.*
- **Landscape Surface Area.** *Landscape surface area is the area of a site that is covered by natural vegetation, trees, or landscaped areas such as turf grass, planted trees and shrubs, mulch, or xeriscape. **Any area of a site meeting the definition of site development is not landscape surface area.***

The point of the minimum Landscape Surface Area Ratio is not just to have greenery, but also to restrict the building footprint so that is it consistent with the intent of the LDR and the Jackson/Teton Comprehensive Plan. If the Planning Commission somehow concludes that the roof counts as Landscape Surface Area, there is a separate policy question of whether the Landscaping (actual grass, bushes, and trees required to be placed on the Landscape Surface Area) should count if invisible to the public and residential neighbors. Project renderings are taken from a perspective far above street level and don't address this. Grass and bushes will be invisible to the public. A pedestrian of average height on the west side of Millward, passing by six feet from the courtyard wall will see no trees². A pedestrian on the far side of Millward might see the tops of the first couple of aspen clumps when passing by the midpoint of the building. Car passengers might catch an even smaller flash of treetop when in front of the courtyard.

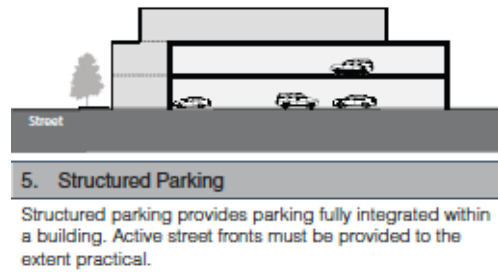
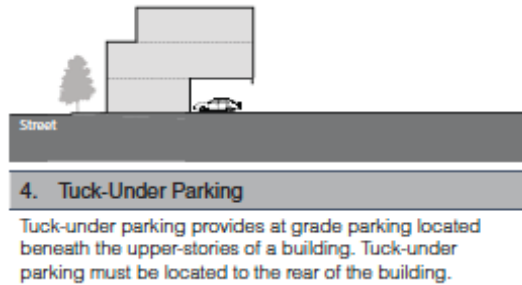
Parking is already below LDR requirements and required a waiver. Parking design (and potentially related provisions on loading, emergency access, and snow removal) violates several LDR provisions.

- **The proposed project application is already short 4 required parking spots** and seeking a waiver from the Planning Commission. The applicants argue that this should be approved because some tenants of restricted workforce housing units might not have cars. Whether this argument is valid or not, we oppose reducing LDR parking requirement which, like landscape surface ratio, serve the intended purpose of limiting building footprint, especially for a project like this which is pushing limits on so many fronts. The waiver request should also be considered in light of the many specific potential violations listed below.

¹ Application incorrectly uses area of proposed structures rather than gross site area as the denominator of LSR, a relatively minor mistake since the virtually the entire property is covered by the structure (LSR compliance drawings, lower left).

² Assuming eye-level of 5.75', 6' from building, 15' first floor height at courtyard, 15' setback of closest trees, pedestrian eyeline will be about 23' above the courtyard roof at nearest trees (as depicted, substantially shorter than 23'): (15/6) x (15-9.75)

- **The project makes extreme use of “tuck-under” parking that may not even be permitted by the LDR.** Except for the fact that the parking garage has been left exposed on all sides except Millward Street, it more closely resembles structured parking (which, while visually and functionally superior, would have counted as gross floor area).



Note that the above definition requires that tuck-under parking be at the **rear** of the building, while approximately one third of the spaces in the parking garage are well within the **front** half of the building. These will be clearly visible from the sides to pedestrians (and extremely close to existing single-family homes).

“Tuck-under” parking extends for almost the full width of the building and beyond to Millward Alley



- **Some proposed tuck-under parking is actually **surface parking** along Millward Alley.** The project application categorizes 100% of parking as “secondary street, tuck-under” requiring no setback. The application states that 2000 square feet of parking (comprising the front half of the 17 spots opening directly to Millward Alley as well as paved turnaround space to the sides) extends beyond the project roofline all the way to Millward Alley. This portion should be considered as surface parking, requiring a 30-foot setback per the LDR, or eliminated.
- **The proposed parking violates four LDR provisions for off-street parking design standards and also raises questions for loading, snow removal and emergency access.** The seventeen 90-degree parking spots referenced above enter directly from Millward Alley, the sole access for other residents and users such as the daycare center. This will create chaos in Millward Alley, which is 20’ wide, below the LDR width requirement for either a parking garage aisle (24 feet: LDR 6.2.5.B.2) or a newly designed alley (25 feet: LDR 7.6.3.G.2). The rear project rendering in the application does not accurately show the parking spots as adjacent to Millward Alley and renderings of cars do not appear to be to scale. Specific violations, as well as some questions, are below:

- 6.2.5.A.3 *Landscape Islands*. *Parking lots shall include landscaped islands to avoid large expanses of asphalt and shall be screened from off-site, or their view substantially filtered by vegetation.* [Parking is unscreened and unlandscaped along three sides and visible to neighbors and the public just south of the project on Millward].
- 6.2.5.B.3: *Backing onto Roads and Public Streets Prohibited*. *Except for parking facilities serving detached single-family residential lots and parking facilities accommodating 4 vehicles or less, all off-street parking spaces shall open directly onto a parking aisle and be designed so that it will not be necessary for vehicles to back out into any road or public street.* [17 spaces back directly onto Millward Alley].
- 6.2.5.B.4: *Traffic Interference Prohibited*. *All off-street parking and loading facilities shall be designed with access to a street or alley in one or more locations which cause the least interference with traffic movements.* [Accessing the 17 Millward Alley spots from an interior parking aisle would cause far less interference].
- According to the diagram in the parking waiver application, the interior parking aisle width is 22.5', below the 24' required under LDR 6.2.5.D.5.
- **Inadequate loading:** LDR 6.2.2.E (Loading) states: "A structure, or a complex of structures, which contains uses that require deliveries or shipments, shall provide loading facilities that are designed so as not to interfere with any emergency or disability access. An application shall address how the specific loading needs of the proposed use are being addressed."

The project application's response is: "Off-Street loading is provided via the access drive isle (18' min. width) located off the alley with turn around access provided via the two parking access isles underneath the building."

With four retail businesses and 52 residences, there will be frequent need for delivery vehicles throughout the day, including UPS, Fedex, Amazon, U-Hauls, and private moving trucks or vans. Since the LDR states that the loading should not interfere with emergency access, where is emergency access expected to occur? The ceiling height appears to be about 10 ft in the parking aisle (not including lights or other fixtures which might lower the effective clearance). From public sources, minimum clearance for these sorts of trucks often exceeds 10 ft. Would it be practical for these large vehicles to turn around in the "T" of the 22.5' parking aisle?

- **Inadequate snow storage:** The project application states regarding snow storage: "Due to the proposed scale of the development, there is very little area on the site which is not covered by roofs or decks. The only area on the site where snow removal will be required is within the last 10 feet of parking spaces adjacent to the alley, which is very minimal. The total area of uncover parking that is required for snow removal is 2,800-SF. Regulations state that 2.5% of required area be used for snow storage. Minimum snow storage required is 70-SF and 100-SF will be provided in the southwest corner. Due to the nature of the development and the proposed amenities, all excess snow will be removed from the site in an expedited manner." The project's unusual design merits snow storage space beyond bare minimum. Snowstorms that occur with wind (a frequent occurrence in Jackson!) would create substantial snowfall inside the garage which would be impractical to remove other than by blowing into neighboring properties. The 5 ft wide strip suggested for snow storage is already occupied by trees and bushes called for in the landscape plan and is wedged between parking spots and the neighbor's driveway and garage.
- **What is the plan for emergency access for firetrucks and ambulances?** We noticed in the Teton County fire code that minimum height requirement for emergency access (which perhaps does not apply here) is 13.5 feet, well short of the height of the parking garage. Reserving some of the parallel spots in front of the building for loading and/or emergency services would be prudent for a facility of this size and appears typical for other large downtown structures.

The Planning Department should clarify the status of the Millward Alley border for zoning purposes and consider whether it is an appropriate vehicle access for the property. Millward Alley is unique within Jackson in that, unlike other alleys, it serves as the **sole** access for residents and related traffic such as deliveries or fire & emergency services—not just a "back yard alley". The project application references Millward Alley as a "secondary street lot line" for some purposes (such as parking and building setbacks) but treats Millward Alley as a "rear lot line" for many other purposes. It was not clear to us from the LDR how Millward Alley should be treated, but we note the following definition from the town's Title 12: "Street" is any street, highway, sidewalk, **alley**, avenue, or other public way, easement, or public grounds in the town.

- **If Millward Alley is a “secondary street lot line”, the project would violate additional LDR provisions.** These includes requirements for third floor setbacks. We presume the Design Review Committee was not asked to evaluate the property’s rear façade, a 42-foot, 3-story structure the full length of Millward Alley without third-floor setbacks or other design elements, other than the exposed parking garage.

The project is within protected environmental habitat and should require an environmental assessment.

The project lies **entirely within “Crucial Habitat”** along the “Flat Creek Enhancement Corridor” as delineated in the most recent Jackson/Teton Comprehensive Plan (Illustrating Our Vision, page IV-19). No determination of whether an environmental assessment is required seems to have been done, other than stating that the project is outside the boundaries of the Natural Resources Overlay (NRO), which start at Flat Creek. The LDR regulations for protected species apply if the project is near or in specified environmental habitat, **whether or not contained within the NRO**. The protected species most clearly impacted are cutthroat trout and trumpeter swans. If the town determines that a formal environmental assessment is not required, we request that the project be reviewed by the Teton County Conservation District to make sure best practices are implemented in both construction and design since it is within sensitive habitat. Relevant LDR regulations are below with our comments in the bullets below.

From LDR: Cutthroat Trout Spawning Areas. *Notwithstanding the boundaries of the NRO, no physical development, use, development option, or subdivision shall occur within 150 feet of cutthroat trout spawning areas, unless the applicant can demonstrate that it will cause no run-off into the stream and have no detrimental effect on the water quality of the stream where the cutthroat trout spawning area is located, and cause no disturbance which would have a detrimental impact on the spawning, incubation, hatching, or rearing of cutthroat trout.*

- From the town mapping system, the property appears to be within 150 feet of Flat Creek for a couple of hundred feet, with a minimum distance of approximately 75 feet.
- Cutthroat trout clearly spawn in Flat Creek, both generally and in this part of the stream.
 - From the environmental assessment of Karns Meadow Park (half a mile from the project) conducted in 2019 by EcoConnect for the Town and the Land Trust: **Snake River Cutthroat Trout Spawning Habitat** *Snake River cutthroat trout spawning habitat is located in riffles along the Snake River and its tributaries. Inland cutthroat trout species are native to western rivers and streams and have been recognized as a significant species in Teton County (Section 5.2.1.B.3, NRO Definitions). Flat Creek, a major tributary of the Snake River, is mapped by Teton County’s suitable habitat layers as spawning habitat for cutthroat trout. This mapping is largely based on WGFD’s classification of Flat Creek as a Yellow Ribbon stream. A Yellow Ribbon stream is a regionally important stream that is estimated to contain approximately 20-300 pounds of trout per mile (WGFD, 2018). JHLT’s Natural Resources Inventory (Segerstrom & Dittmar, 2003) supports this classification as it identifies Flat Creek through Karns Meadow as a significant trout stream and a fishery of regional importance.*
 - Trout Unlimited and WGFD recently completed a restoration project to enhance spawning habitat in Flat Creek south of town
 - Flat Creek in the Elk Refuge is one of the most important cutthroat fisheries in the county
 - The head of a local conservation organization told us that spawning occurs throughout Flat Creek and that he has witnessed multiple spawning sites throughout the town section of Flat Creek.

The project’s construction plans (and possibly design) would likely need to be modified to comply with the “no run-off” restrictions, particularly during the 2.5 year construction phase. A scaled back project set back from Flat Creek would have an easier time adhering to these regulations.

- The property slopes toward Flat Creek, across Millward Alley, which has no storm drains. The construction plan calls for vehicles to access the site from Millward Alley into a gate that appears to be less than the 20 ft width of the alley, with construction fencing and straw wattle across the rest of the Millward Alley border. How will run-off be prevented from running through the gate? Moreover, it seems impossible for large construction vehicles to make a 90-degree turn from such a narrow road into a narrower gate. A much larger portion of the Millward Alley border will therefore need to remain unfenced with no protective straw wattle, allowing contaminated run-off from the construction site to flow across Millward Alley into Flat Creek.
- Even if stormwater could somehow be prevented from flowing across Millward Alley, there will be none of the stormwater features in place called for in the final design (storage tank for large storms, sand oil separators to treat increased run-off and storm sewers) to safely treat and dispose of run-off during construction. The applicants state only that they “will use best practices on stormwater” during construction.

- In addition to stormwater, the project engineering report lists the following concerns with **groundwater** likely to be encountered during construction:

Construction dewatering discharge may prove problematic as the TOJ will likely not permit discharge to the storm sewer system. Measurement of monitoring water elevation on a regular basis though a full year prior to construction is recommended.

It does **not** appear from the construction schedule that the sponsors are following the advice of the engineering firm and monitoring water elevation for a year before beginning construction.

From LDR: Trumpeter Swan Winter Habitat. *No physical development, use, development option, or subdivision shall occur within trumpeter swan winter habitat, unless the applicant can demonstrate that it can be located within the trumpeter swan winter habitat in such a way that it will not detrimentally affect the food supply and/or cover provided by the winter habitat to the trumpeter swan, or detrimentally affect the potential for survival of the trumpeter swan using the trumpeter swan winter habitat.*

- The same environmental study referenced above establishes Flat Creek as Trumpeter Swan Winter Habitat. We see Trumpeter Swans all the time during the winter on our property. They also use the creek as a flyway as described in the EcoConnect environmental assessment.

Community disruption during construction

Assuming no delays, the project will last for two and a half years, spanning three summers, and will create significant disruption and encroachment, including lane closures and major traffic jams on Millward, the town's sole trucking route and the main route for all thru traffic. West Gill is also subject to traffic jams from thru traffic circumventing the light at Millward & North Broadway, and traffic will further increase with the completion of the Rusty Parrot. An appropriately scaled-back project might allow for a simpler and less disruptive construction plan.

Katelyn Page

From: Peter Holland <peterbholland65@gmail.com>
Sent: Thursday, December 22, 2022 4:46 PM
To: Katelyn Page
Cc: Elisabeth Holland
Subject: Re: Comments on Millward Street Apartments



Hi Katelyn,

Thanks for the quick response. Were you able to email our comments to the planning commission (see prior email)?

We would like to add the following items to our public comment. Can we do that via this email, or would you prefer that I add them to the main document?

1. The interior parking aisle width at the top of the "T" is 22.5', in violation of LDR 6.2.5.D.5, according to the diagram in the parking plan waiver request.
2. The parking plan provides for 9 compact spaces in the interior lot which are well below the minimum parking spot dimensions per LDR 6.2.5.D.1. How are compact spots treated for purposes of the LDR?
3. LDR 6.2.2.E (Loading) states: *"A structure, or a complex of structures, which contains uses that require deliveries or shipments, shall provide loading facilities that are designed so as not to interfere with any emergency or disability access. An application shall address how the specific loading needs of the proposed use are being addressed."*

The project application's response is: *"Off-Street loading is provided via the access drive isle (18' min. width) located off the alley with turn around access provided via the two parking access isles underneath the building."*

With four retail businesses and 52 residences, there will be frequent need for a variety of delivery vehicles throughout the day, including UPS, Fedex, Amazon, U-Hauls, and private moving trucks or vans. Since the LDR states that the loading should not interfere with emergency access, where is emergency access expected to occur? The ceiling height appears to be about 10 ft in the parking aisle (not including lights or other fixtures which might lower the effective height). Is the actual minimum roof height sufficient for these large vehicles? Would it be practical for these large vehicles to turnaround in the "T" of the 22.5' parking aisle?

4. The project application states regarding snow storage: *"Due to the proposed scale of the development, there is very little area on the site which is not covered by roofs or decks. The only area on the site where snow removal will be required is within the last 10 feet of parking spaces adjacent to the alley, which is very minimal. The total area of uncover parking that is required for snow removal is 2,800-SF. Regulations state that 2.5% of required area be used for snow storage. Minimum snow storage required is 70-SF and 100-SF will be provided in the southwest corner. Due to the nature of the development and the proposed amenities, all excess snow will be removed from the site in an expedited manner."* The project's unusual design merits snow storage space beyond the bare minimum required. Snowstorms that occur with wind (a frequent occurrence in Jackson) would create substantial snowfall inside the garage. The small space suggested for snow storage is already occupied by several aspen trees called for in the application and is contiguous with the neighbor's driveway and garage.

5. What is the plan for emergency access for firetrucks and ambulances? Who approves this plan? We noticed in the Teton County fire code that minimum height requirement for emergency access (which perhaps does not apply here) is 13.5 feet, well short of the height of the parking garage.

Reserving some of the parallel spots in front of the building for loading and/or emergency services would be prudent for a facility of this size.

6. As noted in a prior email, separate from the question of whether the green roof can legally be counted as Landscape Surface Area, we note that the Landscaping (sod, bushes and tree) will be invisible to pedestrians on the west side of Millward Street. My back-of-the-envelope calculation indicate that a pedestrian of average height, even if standing 6 feet from the middle of the building, would see the top of the only nearest clump of rooftop aspens only to the extent the trees were above 23 feet. Trees appear considerably shorter than that in the rendering. A pedestrian on the east side of Millward looks like he or she might see the tops of a couple of trees if directly across from the center of the complex. Therefore, while the green roof is a pleasing design feature for those residents who can see it (even if not counted as LSR) it will not be particularly additive to the community.

Best regards and sorry we did not catch these in our initial review.

Peter

From: Katelyn Page <KPage@jacksonwy.gov>

Date: Thursday, December 22, 2022 at 4:06 PM

To: Peter Holland <peterbholland65@gmail.com>

Cc: Elisabeth Holland <elisabethholland5@gmail.com>

Subject: RE: Comments on Millward Street Apartments

That's an easy one to answer. Any Design Review Committee, Planning Commission, or Council member with a conflict of interest on a project recuses themselves from decisions on that projects. Its actually pretty common with a small town and limited number of design professionals!

They typically still sit at the meeting, listen to discussion, but just go on record that they are recusing themselves and not voting (or discussing) a particular project.

From: Peter Holland <peterbholland65@gmail.com>

Sent: Thursday, December 22, 2022 12:57 PM

To: Katelyn Page <KPage@jacksonwy.gov>

Cc: Elisabeth Holland <elisabethholland5@gmail.com>

Subject: Re: Comments on Millward Street Apartments

Katelyn—

One more question to add to our list: do you know what the town or state procedures are for conflicts of interest on the Planning Commission? I noticed that one of the members on the link you sent me is a partner of NorthWorks, the architect for the project, who presumably has a financial and professional interest in seeing the project approved.

Thanks,

Peter

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We are writing to express our concerns about the Millward Apartment Complex, P22-P53. These are in addition to our prior public comments of 12/23 and are in response to the amended development plan, also submitted 12/23, which we recently noticed on the Planning Department website.

1. The 6' tall transformer located at the northwest corner of the property (part of the building structure per LDR) violates set back requirements along both the northern and western boundaries. The sponsors acknowledge this in their response to Planning Department concerns, offering only that relocating the transformer would "require us to redesign the building completely". As neighbors who will look directly at this structure, we have zero sympathy, particularly since this is one of the few slivers in the project plan that could serve as much needed landscaping along the Millward Alley border. The landscaping previously shown in the landscape plan on both alley corners has been removed and should be restored.
2. We appreciate that the Planning Department encouraged landscaping of the open sides of the parking lot. The applicants have done this by removing the 5' strip of parking garage extending beyond the roofline, which was previously required as exit space for the four spots nearest the sides (spots 1,19,20,37). Those four spaces are now unusable and should be removed from the parking plan. While entering one of those spots might be feasible, exiting will not.
3. The Housing Department has required larger lockers and more circulation space in the parking garage to meet minimum livability standards. Unfortunately, the sponsors have achieved this by making all dimensions in the revised parking plan (already out of compliance with multiple LDR provisions as noted in our first comments) substantially tighter.
 - a. The parking aisle has been reduced from 22'6" (already below town minimum for tuck-under of 24') to 20'2". This is the same aisle that must serve as a turnaround and parking space for delivery vehicles, moving trucks, and potentially emergency services, since the only loading plan for the project is to double park inside the parking garage (if in fact there is sufficient clearance for them to enter the garage).
 - b. The covered parking spots have been reduced in length from the town minimum of 20' to 18'. Consider that the average pick-up truck (perhaps the most common vehicle in Jackson) has a length of 19.8 ft. Allowing for a bit of distance from the wall, it will stick out about 2.5 ft into the aisle. With trucks on both sides of the aisle, effective aisle width drops to about 15 ft. Most vehicles will be unable to turn around if they pull past the "T" but find no spaces. Exiting or entering spots will require many turns.
 - c. The Planning Department has suggested to the sponsors that they apply the more lenient standards of an underground parking garage (established in 1994) to "tuck-under" parking. There appears to be no basis to do so under the LDR.

How did the Planning Department determine that this is (a) allowable under the LDR, and (b) desirable, considering the points noted above?

- d. Underground standards allow for 15% of spots to be compact (rounding up to 6 of the covered spots). What is the possible rationale for permitting two of the 17 uncovered surface parking spots, which back out directly onto Millward Alley, to be compact?
- e. These 8 compact spots¹ will always be last choice, irrespective of vehicle size. In practice, many of these compact spots will remain empty, pushing standard size vehicles onto the street. If parking turns out to be insufficient for residents with standard size vehicles, it is unclear what they will do during winter when no overnight parking is permitted.
- f. The 1994 underground regulations require that vehicles be able to enter or exit any spot in no more than three turns. This would appear to be impossible for large or even average sized vehicles, particularly if there are other large vehicles parked in the lot which functionally reduce aisle width to 15'. How will the Planning Department determine if this width is sufficient?
- g. Twenty spaces have support pillars encroaching into the minimum width. Per the Planning Department's email, the minimum width must reflect these encroachments. This has not been done in the amended plan. It appears that columns are about 2' x 1.5', resulting in an additional 20 "standard" spaces that are now about 9" below minimum width.
- h. The shared parking plan included at the request of the Planning Department is unworkable and will encourage both retail/office users, and occupants of the 2-bedroom restricted parking apartments, to seek parking on the street. In Jackson's tourism-based economy, it is unlikely that the occupants of the 2-bedroom apartments with restricted parking will all work M-F 8:30 – 4:30 and commute by car. Tenants who: A) own cars but walk or take public transportation to work, B) are stay-at-home spouses who need cars, and C) commute by car but work irregular days/hours, will all be forced to park on the street. Retail/office customers are unlikely to go around into the very tight Millward Alley garage to see if one of three shared spaces is available. They will just park on the street. Many businesses in Jackson are open on weekends and/or past 5 pm, when they will add to street parking demand. Finally, the applicants have not responded to the Planning Department's question on how they will handle situations such as a tenant needing to leave for a week but leave their vehicle behind.
- i. The Housing Department has required that each unit have access to at least one space for minimum livability standards. It is not clear how this can happen. As noted above, the three shared spaces will not be viable for most residents of the 2 two-bedroom units with restricted parking. Three additional spaces are dedicated handicapped spaces. If no tenants are handicapped, this leaves 48 spaces for the remaining 50 units. Of these 48, 4 should be removed totally from

¹ The written response to Planning Department questions indicates that there are 7 compact spots but the drawings show 8.

the plan because they are not usable (point 2 above), leaving 44 spaces of which 18 will be compact in width, and 6 compact in length and width. The developers will presumably dedicate 13 full size spots to the short-term rental, further pressuring the ability of the remaining units to have a functional parking spot. These 37 units would then share just 31 parking spots, of which only 6 would be full size.

4. The redesign of the project to include substantially more short-term rentals and fewer workforce housing units, as well as all the points noted above, detracts from the applicant's already weak case to get an administrative waiver on the 4 spaces that they acknowledge they lack. The original parking waiver request cited 44 apartments and 6 short term rentals, versus the current proposed 39 apartments and 13 rentals. We presume that anyone visiting Jackson as a short-term tourist will have a vehicle. The applicant's only argument for a waiver is that "many of these employees [the tenants of the apartments] won't own vehicles"; this is both dubious and unsubstantiated. Even if were somehow true, it is offset by the fact that many of the spots proposed won't be functional as noted above.

Katelyn Page

From: Eugenie Copp <geniecopp@gmail.com>
Sent: Friday, January 6, 2023 2:55 PM
To: Katelyn Page
Subject: "Millward Street Apartments" and Commercial and Retail



Dear Katelyn,

Thank you for your prompt and concise responses to our queries.

The following are comments on the proposed project 22-253 -245-265 N. Millward Street.

The comments of our neighbors are thorough regarding the LDRs and technical aspects of the proposed buildings and we want to thank them for their due diligence. We support their comments.

In our comments we want to address the location of this high density project due to its proximity to the Flat Creek Corridor.

Flat Creek would be a rare resource for any town and truly it has been underappreciated of late by the Town of Jackson.

The Millward Street Apartments would create a negative effect not only on the Flat Creek Flyway as a three story building but its sole access from the alley on the west of the building paralleling Flat Creek would cause disruption to the ecosystem as a pinch point and thus as a whole. It is hard to imagine 50 plus vehicles entering and exiting the complex daily next to the creek.

As the Conservation District knows Flat Creek is part of the "gravel river" that is Jakson Hole.

The borings for this new building have identified an aquifer at this location. Do we want to build on an aquifer? And engineers have also enumerated the seismic fault lines associated with the Flat Creek Fan and the East Gros Ventre Butte Fault which they deem to be "active". Water, cobble and fault line-what could go wrong? Have these findings been incorporated in the design of these apartments satisfactorily? Or is this project one of Dave Love's famous accidents waiting to happen?

What is the status of Flat Creek now?

Shouldn't we continue to protect this vibrant wildlife interface zone that supports Trumpeter swans, kingfisher, ouzels, beaver, otters, moose, deer, ducks of many species, foxes, skunks, coyotes, muskrat, and the black bear that visit our yards in the summer?

In short the Town of Jackson should be planning to enhance protections for, not diminish the Flat Creek Corridor with the current design plan of this building.

Sincerely,
Eugenie Copp
David Dornan

From: noreply@civicplus.com
To: [Town of Jackson Planning Department](#)
Subject: Online Form Submittal: Email Planning & Building
Date: Friday, January 6, 2023 4:02:52 PM



Email Planning & Building

Email Content:

Dear Katelyn Page, Paul Anthony, and the Jackson Planning Commission,

We have only recently become aware of a proposed large set of apartments to be built along Millward Street. Unfortunately, we were not notified by the commission about these plans, nor consulted about our reactions, but what we do know about the possible additions has considerably alarmed us.

Over the last dozen or more years that we've lived here, we have watched the erosion of what used to be a neighborhood. When we first built here, there were five log cabins at the bottom of the hill. Now there are none. The quaint, old Jackson Hole architecture has been replaced by large cube-like buildings that reflect only big-city, high density living with little or no landscaping. Furthermore, there used to be a wonderful mixed community of small apartment buildings, duplexes, and single family dwellings, which has been slowly squeezed out by larger and larger commercial blocks aimed at housing a transient population. In short, the small town atmosphere is being destroyed. The community is being lost.

The Planning Commission needs to review the Comprehensive Plan, the 2020 version will do. Look at what was said about preserving neighborhoods and consider how that set of values is counter to our problem here. The proposed Millward Apartments will be the death knell of the Jones Addition. By the way, this trend has personal meaning for us, since J.R. Jones, after whom the neighborhood was named, was David Dornan's grandfather. His family lived for years in the log house now at the back of the Kudar Motel. He was a member of the second town council, an advocate for Grand Teton National Park and a spokesperson for the Elk Refuge. While we are watching the destruction of this neighborhood, we are also witnessing the erasure of history at the north end of town.

Please vote against the replacement of the Angler Inn with an oversized apartment building that will overwhelm our neighborhood once again with commercial development.

Thank you,
David and Reade Dornan

382 Saddle Butte Drive
Jackson

Your Name: Reade Dornan

Your Company Name: *Field not completed.*

Your Phone Number: 03077349400

Your Email Address: dornanreade58@gmail.com

Your City: Jackson

Your State: WY

Your Zip Code: 83001

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Katelyn Page

From: Diana Welch <dwelch@weimail.com>
Sent: Friday, January 6, 2023 6:39 PM
To: Katelyn Page
Subject: Comments Millward Apartments



Hi Katelyn,

I would like to submit comments on the Millward Street Apartment project on behalf of Lukas Farms LLC which owns property at 385 W. Gill Ave.

We were just notified today by neighbors in the area about the development. We have reviewed the sketch plans, and the development application. We are opposed to what we feel is an overly large and obtrusive building for the neighborhood that does not respect the scale of the surrounding streets. Much like the new Rusty Parrot, all three stories of the building are built directly on the street front. On paper the design looks OK, but in reality, as we watch the Rusty Parrot go up as well as observe other recently constructed buildings in the area, it is completely out of scale. We are not opposed to density and height in the area, but there needs to be some larger setbacks from the lot lines as well as stepping the different height levels. These buildings are like giant blocks and give a very urban feel, completely out of character for the town. We also question using a small alleyway to accommodate all the incoming and outgoing traffic for the units.

We believe that there can be a smarter design that disguises the bulk and size of the building and allows it to blend in better with the neighborhood.

Thank you,

Lukas Farms LLC

(Diana Welch)

To: Town of Jackson

RE Millward Proposal

As a property owner adjacent to the proposed project referenced, I do not recommend this development proceed in this location.

Any development or change of the North Millward Alley access to existing residences and commercial properties would be encroachment based on the history of ownership and established entrance routes. The alley is rightfully designated as private property and sole access to the current driveways and walkways. No other access should be designated the main entrance from the alley. Main access to the proposed project should be off the commercial route, the existing truck route, a main street.

The realistic consensus of all involved parties should recognize the lack of infrastructure, access and invasion of wildlife habitat for a project such as this at the proposed address. Another concern that all parties should share is to promote landscaping that would be appropriate for a streamside location. The coverage for substantial parking areas should be of organic material as well, asphalt would not promote the natural surroundings.

In addition to violating local property owner's rights of ownership, the concept of using this alley for an increase of vehicle and pedestrian traffic is not viable. For example, there is currently no place for pedestrians to safely pass through this area. Another area of concern that has yet to be addressed is the traffic for the daycare on the south corner of the alley at W Gill St. This is not a safe area to transfer children as it is, let alone adding more traffic.

The Town of Jackson is in possession of the proposed "Flat Creek Mill Works" complete neighborhood master plan. This location is directly west of the proposed project. This plan should be taken into consideration by all parties.

Please see attached comment.

Thank you for your consideration.

John Bickner

On behalf of:

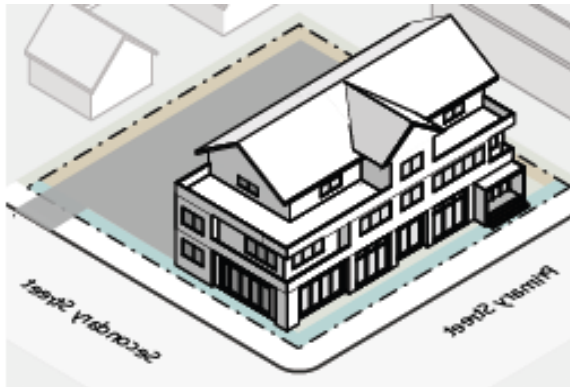
Bickner Properties
Flat Creek Mill Works

We are writing to express our concerns regarding the proposed Millward Street apartment complex (Item P22-253) which is being developed across Flat Creek from our house. We are also providing copies of these comments to the Planning Commission and various interested neighbors and community members.

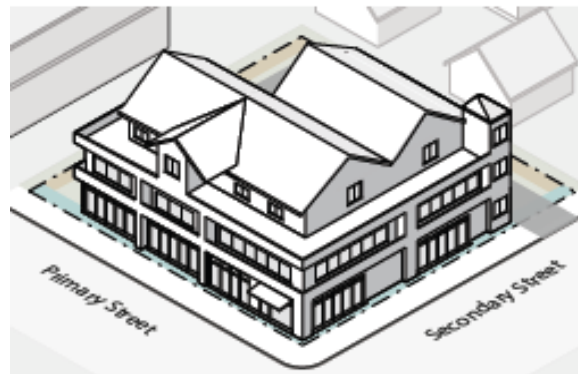
After we requested and reviewed the project plans, our main question was: **“How can a structure as dense as anything in downtown Jackson be built in the Commercial Residential-2 Zone (CR-2)?”**

Per the town’s Land Development Regulations (“LDR”), CR-2 is supposed to serve as **“a transition to lower density residential areas”...“at a scale consistent with residential neighbors and uses”..“with parking screened from view”**. Here are illustrative building prototypes from the LDR for several zones in comparison to the project rendering (note single family homes to left facing exposed parking garage).

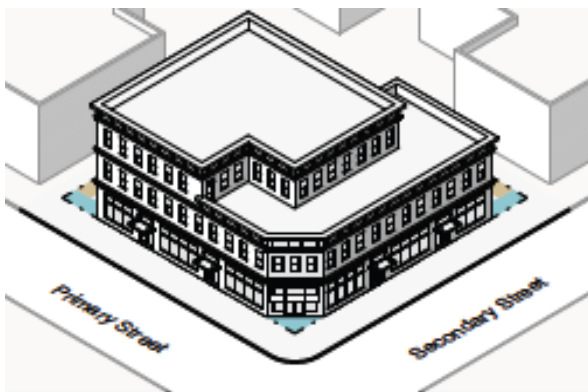
Commercial-Residential 2



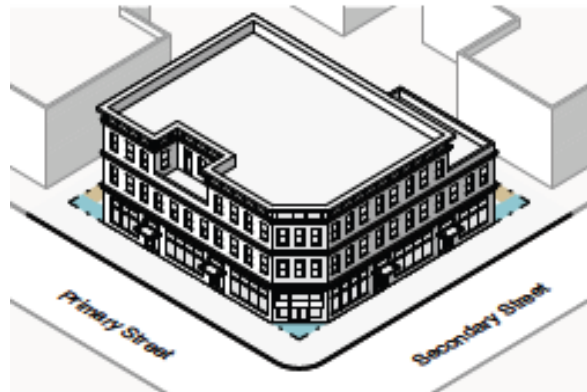
Commercial-Residential 1



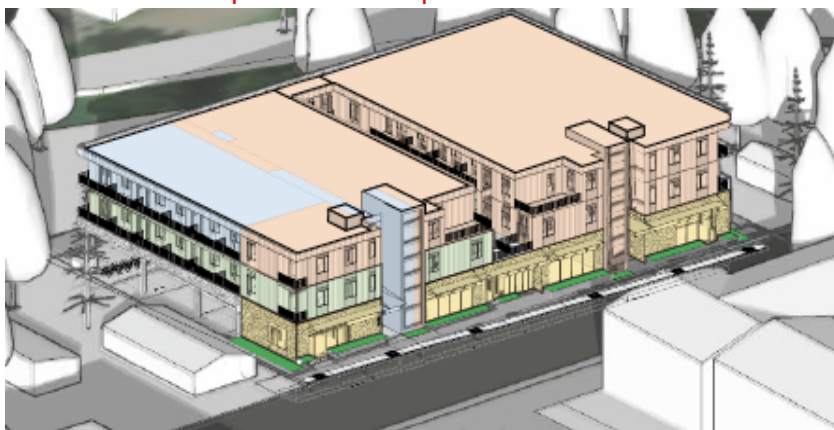
Downtown Core 2



Downtown Core 1



Millward Street Apartment Complex: CR-2 or DC-1?



While the Planning Department notice (received around Thanksgiving) gave us only until December 9 to comment, we were fortunate that review was pushed a month, allowing us time to review both the lengthy project application and the LDR. The reason the project is so at odds with the intent of the LDR is because it violates (or takes aggressive interpretations of) numerous specific provisions of the LDR. Parameters such as landscaping and parking requirements function as critical governors on building size. If these are violated, or allowed to be aggressively interpreted, it is not surprising that the resulting structure is incongruous with the intent of the LDR.

We are sympathetic to the large volume of lengthy applications that the Planning Department and Planning Commission must review. However, we hope that you will take the time to thoroughly review our concerns and further delay the public hearing if necessary. We are aware of concerned neighbors and community members outside the 200 ft notice requirement who have only recently learned of the project. Finally, we are strong supporters of affordable workforce housing and the very thoughtful development plan and policies laid out by the town. We hope that an appropriately scaled-back project in compliance with the LDR can proceed.

Our specific concerns and questions are below. Some may seem pedantic but cumulatively they add up to a project well outside the intent of the LDR and the Town's Comprehensive Plan. We only had time to dig into a few areas such as landscaping and parking and were shocked by the number of potential violations we turned up. A similarly detailed review of other areas would likely raise additional questions.

Project violates Landscape Surface Area Ratio (LSR) requirement: 10% of the gross site area¹ is required to be "landscape surface area". This requirement is purported to be met largely by a sod roof above the interior courtyard and parking garage in the center of the building. While this is a nice feature for the residents (the only ones who will see it), it does not count as Landscape Surface Area per the LDR:

- **Site Development.** *Site development is the area of the site that is physically developed; it is generally the **inverse of landscape surface area**. Site development includes the area of the site that is covered by buildings, structures, impervious surfaces, porches, decks, terraces, patios, driveways, walkways, **parking areas**, and regularly disturbed areas such as corrals, outdoor storage, and stockpiles.*
- **Landscape Surface Area.** *Landscape surface area is the area of a site that is covered by natural vegetation, trees, or landscaped areas such as turf grass, planted trees and shrubs, mulch, or xeriscape. **Any area of a site meeting the definition of site development is not landscape surface area.***

The point of the minimum Landscape Surface Area Ratio is not just to have greenery, but also to restrict the building footprint so that is it consistent with the intent of the LDR and the Jackson/Teton Comprehensive Plan. If the Planning Commission somehow concludes that the roof counts as Landscape Surface Area, there is a separate policy question of whether the Landscaping (actual grass, bushes, and trees required to be placed on the Landscape Surface Area) should count if invisible to the public and residential neighbors. Project renderings are taken from a perspective far above street level and don't address this. Grass and bushes will be invisible to the public. A pedestrian of average height on the west side of Millward, passing by six feet from the courtyard wall will see no trees². A pedestrian on the far side of Millward might see the tops of the first couple of aspen clumps when passing by the midpoint of the building. Car passengers might catch an even smaller flash of treetop when in front of the courtyard.

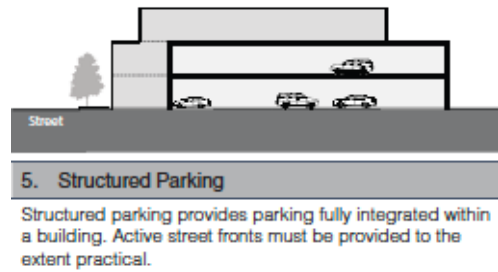
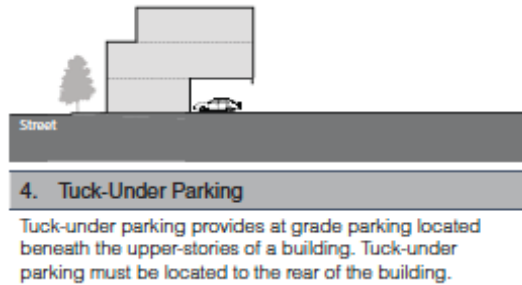
Parking is already below LDR requirements and required a waiver. Parking design (and potentially related provisions on loading, emergency access, and snow removal) violates several LDR provisions.

- **The proposed project application is already short 4 required parking spots** and seeking a waiver from the Planning Commission. The applicants argue that this should be approved because some tenants of restricted workforce housing units might not have cars. Whether this argument is valid or not, we oppose reducing LDR parking requirement which, like landscape surface ratio, serve the intended purpose of limiting building footprint, especially for a project like this which is pushing limits on so many fronts. The waiver request should also be considered in light of the many specific potential violations listed below.

¹ Application incorrectly uses area of proposed structures rather than gross site area as the denominator of LSR, a relatively minor mistake since the virtually the entire property is covered by the structure (LSR compliance drawings, lower left).

² Assuming eye-level of 5.75', 6' from building, 15' first floor height at courtyard, 15' setback of closest trees, pedestrian eyeline will be about 23' above the courtyard roof at nearest trees (as depicted, substantially shorter than 23'): (15/6) x (15-9.75)

- **The project makes extreme use of “tuck-under” parking that may not even be permitted by the LDR.** Except for the fact that the parking garage has been left exposed on all sides except Millward Street, it more closely resembles structured parking (which, while visually and functionally superior, would have counted as gross floor area).



Note that the above definition requires that tuck-under parking be at the **rear** of the building, while approximately one third of the spaces in the parking garage are well within the **front** half of the building. These will be clearly visible from the sides to pedestrians (and extremely close to existing single-family homes).

“Tuck-under” parking extends for almost the full width of the building and beyond to Millward Alley



- **Some proposed tuck-under parking is actually **surface parking** along Millward Alley.** The project application categorizes 100% of parking as “secondary street, tuck-under” requiring no setback. The application states that 2000 square feet of parking (comprising the front half of the 17 spots opening directly to Millward Alley as well as paved turnaround space to the sides) extends beyond the project roofline all the way to Millward Alley. This portion should be considered as surface parking, requiring a 30-foot setback per the LDR, or eliminated.
- **The proposed parking violates four LDR provisions for off-street parking design standards and also raises questions for loading, snow removal and emergency access.** The seventeen 90-degree parking spots referenced above enter directly from Millward Alley, the sole access for other residents and users such as the daycare center. This will create chaos in Millward Alley, which is 20’ wide, below the LDR width requirement for either a parking garage aisle (24 feet: LDR 6.2.5.B.2) or a newly designed alley (25 feet: LDR 7.6.3.G.2). The rear project rendering in the application does not accurately show the parking spots as adjacent to Millward Alley and renderings of cars do not appear to be to scale. Specific violations, as well as some questions, are below:

- 6.2.5.A.3 *Landscape Islands*. *Parking lots shall include landscaped islands to avoid large expanses of asphalt and shall be screened from off-site, or their view substantially filtered by vegetation.* [Parking is unscreened and unlandscaped along three sides and visible to neighbors and the public just south of the project on Millward].
- 6.2.5.B.3: *Backing onto Roads and Public Streets Prohibited*. *Except for parking facilities serving detached single-family residential lots and parking facilities accommodating 4 vehicles or less, all off-street parking spaces shall open directly onto a parking aisle and be designed so that it will not be necessary for vehicles to back out into any road or public street.* [17 spaces back directly onto Millward Alley].
- 6.2.5.B.4: *Traffic Interference Prohibited*. *All off-street parking and loading facilities shall be designed with access to a street or alley in one or more locations which cause the least interference with traffic movements.* [Accessing the 17 Millward Alley spots from an interior parking aisle would cause far less interference].
- According to the diagram in the parking waiver application, the interior parking aisle width is 22.5', below the 24' required under LDR 6.2.5.D.5.
- **Inadequate loading:** LDR 6.2.2.E (Loading) states: "A structure, or a complex of structures, which contains uses that require deliveries or shipments, shall provide loading facilities that are designed so as not to interfere with any emergency or disability access. An application shall address how the specific loading needs of the proposed use are being addressed."

The project application's response is: "Off-Street loading is provided via the access drive isle (18' min. width) located off the alley with turn around access provided via the two parking access isles underneath the building."

With four retail businesses and 52 residences, there will be frequent need for delivery vehicles throughout the day, including UPS, Fedex, Amazon, U-Hauls, and private moving trucks or vans. Since the LDR states that the loading should not interfere with emergency access, where is emergency access expected to occur? The ceiling height appears to be about 10 ft in the parking aisle (not including lights or other fixtures which might lower the effective clearance). From public sources, minimum clearance for these sorts of trucks often exceeds 10 ft. Would it be practical for these large vehicles to turn around in the "T" of the 22.5' parking aisle?

- **Inadequate snow storage:** The project application states regarding snow storage: "Due to the proposed scale of the development, there is very little area on the site which is not covered by roofs or decks. The only area on the site where snow removal will be required is within the last 10 feet of parking spaces adjacent to the alley, which is very minimal. The total area of uncover parking that is required for snow removal is 2,800-SF. Regulations state that 2.5% of required area be used for snow storage. Minimum snow storage required is 70-SF and 100-SF will be provided in the southwest corner. Due to the nature of the development and the proposed amenities, all excess snow will be removed from the site in an expedited manner." The project's unusual design merits snow storage space beyond bare minimum. Snowstorms that occur with wind (a frequent occurrence in Jackson!) would create substantial snowfall inside the garage which would be impractical to remove other than by blowing into neighboring properties. The 5 ft wide strip suggested for snow storage is already occupied by trees and bushes called for in the landscape plan and is wedged between parking spots and the neighbor's driveway and garage.
- **What is the plan for emergency access for firetrucks and ambulances?** We noticed in the Teton County fire code that minimum height requirement for emergency access (which perhaps does not apply here) is 13.5 feet, well short of the height of the parking garage. Reserving some of the parallel spots in front of the building for loading and/or emergency services would be prudent for a facility of this size and appears typical for other large downtown structures.

The Planning Department should clarify the status of the Millward Alley border for zoning purposes and consider whether it is an appropriate vehicle access for the property. Millward Alley is unique within Jackson in that, unlike other alleys, it serves as the **sole** access for residents and related traffic such as deliveries or fire & emergency services—not just a "back yard alley". The project application references Millward Alley as a "secondary street lot line" for some purposes (such as parking and building setbacks) but treats Millward Alley as a "rear lot line" for many other purposes. It was not clear to us from the LDR how Millward Alley should be treated, but we note the following definition from the town's Title 12: "Street" is any street, highway, sidewalk, **alley**, avenue, or other public way, easement, or public grounds in the town.

- **If Millward Alley is a “secondary street lot line”, the project would violate additional LDR provisions.** These includes requirements for third floor setbacks. We presume the Design Review Committee was not asked to evaluate the property’s rear façade, a 42-foot, 3-story structure the full length of Millward Alley without third-floor setbacks or other design elements, other than the exposed parking garage.

The project is within protected environmental habitat and should require an environmental assessment.

The project lies **entirely within “Crucial Habitat”** along the “Flat Creek Enhancement Corridor” as delineated in the most recent Jackson/Teton Comprehensive Plan (Illustrating Our Vision, page IV-19). No determination of whether an environmental assessment is required seems to have been done, other than stating that the project is outside the boundaries of the Natural Resources Overlay (NRO), which start at Flat Creek. The LDR regulations for protected species apply if the project is near or in specified environmental habitat, **whether or not contained within the NRO**. The protected species most clearly impacted are cutthroat trout and trumpeter swans. If the town determines that a formal environmental assessment is not required, we request that the project be reviewed by the Teton County Conservation District to make sure best practices are implemented in both construction and design since it is within sensitive habitat. Relevant LDR regulations are below with our comments in the bullets below.

From LDR: Cutthroat Trout Spawning Areas. *Notwithstanding the boundaries of the NRO, no physical development, use, development option, or subdivision shall occur within 150 feet of cutthroat trout spawning areas, unless the applicant can demonstrate that it will cause no run-off into the stream and have no detrimental effect on the water quality of the stream where the cutthroat trout spawning area is located, and cause no disturbance which would have a detrimental impact on the spawning, incubation, hatching, or rearing of cutthroat trout.*

- From the town mapping system, the property appears to be within 150 feet of Flat Creek for a couple of hundred feet, with a minimum distance of approximately 75 feet.
- Cutthroat trout clearly spawn in Flat Creek, both generally and in this part of the stream.
 - From the environmental assessment of Karns Meadow Park (half a mile from the project) conducted in 2019 by EcoConnect for the Town and the Land Trust: **Snake River Cutthroat Trout Spawning Habitat** *Snake River cutthroat trout spawning habitat is located in riffles along the Snake River and its tributaries. Inland cutthroat trout species are native to western rivers and streams and have been recognized as a significant species in Teton County (Section 5.2.1.B.3, NRO Definitions). Flat Creek, a major tributary of the Snake River, is mapped by Teton County’s suitable habitat layers as spawning habitat for cutthroat trout. This mapping is largely based on WGFD’s classification of Flat Creek as a Yellow Ribbon stream. A Yellow Ribbon stream is a regionally important stream that is estimated to contain approximately 20-300 pounds of trout per mile (WGFD, 2018). JHLT’s Natural Resources Inventory (Segerstrom & Dittmar, 2003) supports this classification as it identifies Flat Creek through Karns Meadow as a significant trout stream and a fishery of regional importance.*
 - Trout Unlimited and WGFD recently completed a restoration project to enhance spawning habitat in Flat Creek south of town
 - Flat Creek in the Elk Refuge is one of the most important cutthroat fisheries in the county
 - The head of a local conservation organization told us that spawning occurs throughout Flat Creek and that he has witnessed multiple spawning sites throughout the town section of Flat Creek.

The project’s construction plans (and possibly design) would likely need to be modified to comply with the “no run-off” restrictions, particularly during the 2.5 year construction phase. A scaled back project set back from Flat Creek would have an easier time adhering to these regulations.

- The property slopes toward Flat Creek, across Millward Alley, which has no storm drains. The construction plan calls for vehicles to access the site from Millward Alley into a gate that appears to be less than the 20 ft width of the alley, with construction fencing and straw wattle across the rest of the Millward Alley border. How will run-off be prevented from running through the gate? Moreover, it seems impossible for large construction vehicles to make a 90-degree turn from such a narrow road into a narrower gate. A much larger portion of the Millward Alley border will therefore need to remain unfenced with no protective straw wattle, allowing contaminated run-off from the construction site to flow across Millward Alley into Flat Creek.
- Even if stormwater could somehow be prevented from flowing across Millward Alley, there will be none of the stormwater features in place called for in the final design (storage tank for large storms, sand oil separators to treat increased run-off and storm sewers) to safely treat and dispose of run-off during construction. The applicants state only that they “will use best practices on stormwater” during construction.

- In addition to stormwater, the project engineering report lists the following concerns with **groundwater** likely to be encountered during construction:

Construction dewatering discharge may prove problematic as the TOJ will likely not permit discharge to the storm sewer system. Measurement of monitoring water elevation on a regular basis though a full year prior to construction is recommended.

It does **not** appear from the construction schedule that the sponsors are following the advice of the engineering firm and monitoring water elevation for a year before beginning construction.

From LDR: Trumpeter Swan Winter Habitat. *No physical development, use, development option, or subdivision shall occur within trumpeter swan winter habitat, unless the applicant can demonstrate that it can be located within the trumpeter swan winter habitat in such a way that it will not detrimentally affect the food supply and/or cover provided by the winter habitat to the trumpeter swan, or detrimentally affect the potential for survival of the trumpeter swan using the trumpeter swan winter habitat.*

- The same environmental study referenced above establishes Flat Creek as Trumpeter Swan Winter Habitat. We see Trumpeter Swans all the time during the winter on our property. They also use the creek as a flyway as described in the EcoConnect environmental assessment.

Community disruption during construction

Assuming no delays, the project will last for two and a half years, spanning three summers, and will create significant disruption and encroachment, including lane closures and major traffic jams on Millward, the town's sole trucking route and the main route for all thru traffic. West Gill is also subject to traffic jams from thru traffic circumventing the light at Millward & North Broadway, and traffic will further increase with the completion of the Rusty Parrot. An appropriately scaled-back project might allow for a simpler and less disruptive construction plan.

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, January 23, 2023 9:10 AM
To: Michelle Weber <mweber@jacksonwy.gov>
Subject: Online Form Submittal: Email M. Weber

Email M. Weber

Email Content:

Dear Chief Weber,

I rent a cabin at 273 N Millward Alley from the Henrie family. It is the alley north of Miller Park, and it's the last cabin on the right before the alley dead-ends into Flat Creek. I was recently made aware of the project P22-253, which will erect one apartment building facing Millward Street covering the lot of the existing Four Seasons housing (formerly the Angler's Inn) and the adjoining lot. My concern is that the project is removing the current entrance and exit lanes for the former motel onto Millward Street, which has 24 units plus several apartments, and is planning to only use the one lane alley exclusively for construction traffic and then vehicle use for all future 52 units of the apartment building. I am worried that I will continually be blocked going to and from my cabin every single day during the construction process, and where I live would be inaccessible to emergency vehicles if anything were to happen. It is a huge concern that I will have to request police intervention every day to leave and regain access my home. Currently, if I meet a piece of construction equipment, any vehicle is parked blocking part of the alley, or the south end of the alley is blocked, I can turn around and exit or enter by Millward Street. Beyond that, in 3 years when the apartments are completed, there will be vehicles from 52 units going and coming every single day up and down the dead end single lane alley. The sole entrance and exit on the single lane alley will be on Gill Street. Not to mention how much more of a concern it will be for emergency vehicles to access anywhere along the alley, especially if vehicles are trying to evacuate the apartment building or any other residence. Imagining what the traffic will be like, how it will affect local traffic on Gill Street (a common corridor where people turn west on the four-way of Millward and Gill to bypass the light at Millward and Broadway), feels like a nightmare. I spoke in the Town Planning and Commission meeting on January 18 about my concerns with removing the current

entrance and exit to a main street and using the single lane alley exclusively for the apartment building traffic. The response of the project team and the planning director was an insistence that the alley is 20 feet, but they showed no evidence to support their claims. The day before, January 17, I took measurements starting at the Do Not Park in Alley sign at the corner of the fence of the yellow daycare, measuring in 10-foot increments north along the alley, 248 ½ feet to the power pole labelled 255, then across the alley at specific points. The alley width ranged from 15 feet to 16 feet wide of drivable space. The Teton County GIS backs up my measurements, with the 20-foot alley width line going over the roof of the old Nethercott cabin on the west of the alley, and touching the fence line of the daycare on the east. The point is there is obvious encroachment on the "20 foot" alley, making it 15-16 feet wide in actuality, which should be addressed for the project to move forward.

In my experience, it is not possible to pass any other vehicle on the alley because it is not wide enough. It is common during summer and winter for the alley to be blocked on the south on Gill by vehicles that park and overhang the street approach, making it necessary to back up and exit via the old motel parking exit onto Millward. My neighbor who lives in the cabin across the alley from the daycare says that daily, parents park in front of her cabin and walk across to drop off and retrieve their children. With the proposed construction project, and then all of the projected traffic from the 52 units, that would make it unsafe for working parents and children at pick up and drop off at the daycare.

Because I believe there are serious safety concerns with using the alley as the sole way to enter and exit Millward Alley, I have some requests. Would you be willing to drive down the alley and see if there were any concerns you would have? If so, would you be willing to share those concerns with me and the Town Planning Council?

Another issue: the town planning director, Paul Anthony, was very insistent that the alley is 20 feet wide during the meeting. It felt very sketchy that not only did he avoid using the term "encroachment," but also, he could have pulled up the county GIS during the meeting. There was no evidence of

measurements or a traffic study that would support their claim of using the alley as the sole entry and exit point. All of his and the project team's remarks about the alley were after the public comment period of the meeting, so there was no opportunity for rebuttal. It makes me feel like he is receiving some sort of remuneration from the construction company to be their yes man. Is that illegal, for a town employee to receive kickbacks from a company trying to pass a project? If so, how would one start proceedings into looking into it?

I would be happy to meet in person to discuss these issues, or clarify any concerns, or answer any questions you might have. Thank you so much for your time.

Sincerely,
Rose Robertson

I also have maps of the areas of concern as pdf files if that would be useful.

Your Name:	Rose Robertson
Your Company Name:	<i>Field not completed.</i>
Your Phone Number:	3076901661
Your Email Address:	roselynnrobertson@gmail.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

Peter and Elisabeth Holland
204 Saddle Butte Drive
Jackson WY 83001

January 30, 2023

Mr. Jim Rooks
Jackson, WY Town Council

Dear Jim,

We are writing to express our concerns about the Millward Apartment Complex (P22-53) which you will soon be asked to approve. You will likely hear from the applicant and the Planning Department that the project will help the Town's housing crisis, that it has been unanimously approved by the Design Review Committee, and (subject to a second look at alley safety/access issues by Fire and Public Works) unanimously approved by the Planning Commission.

If you have time to watch the recorded Planning Commission hearing, you will see the Council Chambers filled with neighbors and community members up in arms. Most are expressing outrage about the project's disastrous impact on the small single-family homes that surround it on three sides, the neighborhood character, and the sensitive environment along the Flat Creek corridor. While those concerns are all valid and weigh heavily upon the acceptability of the application, we and a couple of other neighbors focused on specific LDR violations that the Planning Department is patently overlooking, or outright ignoring, in order to push through a project drastically at odds with the spirit of the transitional CR-2 zone laid out in the LDR and the Jackson/Teton Comprehensive Plan. There was no substantive response to our comments other than obfuscation and precedent vaguely cited on two recent projects which featured similar LDR violations¹. After the Planning Commission chair struggled to find a second to the motion to approve, the initial vote failed. The commission members who voted against or abstained eventually voted for a revised motion, despite appearing rushed and concerned on multiple fronts.

So far, we have focused on obvious LDR violations rather than voicing opinions on the project's more general deleterious impact on the neighborhood or the broader community. For the impact on the neighborhood, just watch the video. To balance the implicit storyline that this project is all about addressing our community's housing crisis (a cause which we fully support), and therefore worth taking aggressively pro-developer stances at every step of the process, please consider the following:

1. There is **no** affordability component or restriction. These units are and, as proposed will remain, market units which have no guarantee of supplementing actual "work force" housing needs.
2. After 3 years of construction (including summer lane closures on Millward) the project will add only 4 net new units of "workforce" housing (34 destroyed and 38 constructed). For the next three years, the community will be without any housing in this location, and then the additional units, as noted above, will have no guarantee of affordability.
3. Most of the space added consists of 13 short term rentals and 4 retail/office spaces- in effect adding "lodging" and employment space without offsetting housing impacts.

¹ LDR violations in past approvals in no way bind the Town to permitting those violations, and certainly do not excuse the Town from strictly adhering to the LDRs, as written, going forward.

4. Reasonable market judgment suggests that the “workforce” units created will rent for a lot more than those being destroyed, although the units will likely be of better quality.
5. The project is devastating for residents of the modest homes that surround it.

This project also stands out from other recent residential projects in density. The chart below comes from the Planning Department write-up for “The Loop”, which the Planning Commission approved in November. That project shattered the record for density (about double any prior residential project) because it has unique features that allow for four stories of development. It also features two levels of underground parking, which is expensive but efficient. The Millward apartment complex, despite having only three stories, a property 1/3 the size, and above ground parking, somehow manages to come in very close to “The Loop”, at 80 units per acre (51 residential units on .64 acres). That’s **before** adjusting for more than 10% additional space in retail & office, which would effectively equal the density achieved by “The Loop”.

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	10	168 / 352	17	35
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 reason it is possible to achieve such remarkable density, particularly in a lower density transitional zone like CR-2, are the significant and patent LDR violations, the most flagrant of which is a Landscape Surface Area ratio that is nowhere near the required 10%. Additional violations include a large six-foot-tall transformer structure placed outside setbacks and a parking plan which in practice provides far fewer functional spaces than the 1 per unit required by the Housing Department for minimum livability standards, in addition to violating various other parking regulations. To make sure that we were reading these and other LDR provisions correctly, we have engaged and consulted with legal counsel, who confirms these problems and we anticipate will formalize our objection on the foregoing basis.

The developers are treating the second story sod roof in the middle of the building as Landscape Surface Area, a legally defined term in the LDRs. That courtyard roof comprises most of the project’s Landscape Surface Area. We don’t want to confuse this with a second issue we raised, which is that many of the Landscaping Units (the trees proposed in the roof planter boxes) will be largely invisible to the public. Let’s set that that issue aside.

The specific question is whether you can legally call a roof in the middle of a large structure “Landscape Surface Area” if you put sod on it. Here are all relevant legal definitions from the LDRs in their entirety, one for Site Development and one for Landscape Surface Area. I am sure you are very familiar with the LDR definitions, but it is worth citing them again here, with the critical language highlighted in red.

Site Development is the area of the site that is physically developed; *it is generally the inverse of landscape surface area*. Site development includes the area of the site that is covered by buildings, structures, impervious surfaces, porches, decks, terraces, patios, driveways, walkways, parking areas, and regularly disturbed areas such as corrals, outdoor storage, and stockpiles.

Landscape Surface Area is the area of a site that is covered by natural vegetation, trees, or landscaped areas such as turf grass, planted trees and shrubs, mulch, or xeriscape. *Any area of a site meeting the definition of site development is not landscape surface area.*

That last sentence in the legal definition of Landscape Surface Area is critical: **if you can call it Site Development, you can't call it Landscape Surface Area.** The courtyard roof in the middle of the building is unambiguously Site Development, and thus not Landscape Surface Area. The drafters of these LDR definitions left no room for interpretation.

Here is the Planning Department's sole attempt to argue for counting the sod roof as Landscape Surface Area in their recommendation memo to the Planning Commission: *"Staff notes that the LDR definition of landscape area does not prohibit the use of elevated or second-story landscape planters to count as required landscape area."* The developers are counting the entire sod roof as Landscape Surface Area, not just the landscape planters to be placed as required Landscape Units. The definitions in the LDR absolutely prohibit the courtyard roof from counting as Landscape Surface Ratio, because it is Site Development. The Planning Department goes on to note two other structures that were approved recently with similar "green roof" structures. Our response is that "two wrongs don't make a right".² Legally, past deviations from the LDRs' plain requirements do not bind the Town going forward and do not relieve the Town of the requirements to strictly comply with the laws governing development.

The second obvious LDR violation is the 6' tall transformer located at the northwest corner of the property which violates set back requirements along the northern and western boundaries. This is clearly "structure" per the LDR definition: *Structure means any building, bridge, fence, pole, tower, deck, liquid storage, tank, gazebo, pier, dam, culvert, satellite dish, personal wireless telecommunication facilities, or other construction or erection greater than 4 feet in height.* The sponsors acknowledge this in their response to the initial Planning Department objections, offering only that relocating the transformer would *"require us to redesign the building completely"*. The final Planning Department report carefully walks back their initial objection: *"While such structures can sometimes exceed 4' in height, the Town has not previously treated these necessary above-ground utilities as structures as defined by the LDRs – and thus subject to the setback requirements. This flexibility has been afforded because such utility structures need to be functionally located outside of buildings and near the PROW or alley to allow safe and convenient access for maintenance."* If there is some reason (other than building design!) that this is the only feasible location for the transformer from an engineering standpoint, isn't that exactly what the variance procedure is for? If precedent is being cited as the only argument, how many 6-foot-tall transformers has the Planning Department exempted from setbacks at the planning stage? As neighbors who will look directly at this structure, we have little sympathy, particularly since

² In our meeting with the Planning Director, and in his comments at the Planning Commission hearing, he referenced a third precedent from 2014 which is a red herring. That project incorporated normal surface level landscaping with underground parking beneath it, which would appear to be fine under the existing definitions. There would be no reason not to call that portion of the site Landscape Surface Area since there is no building or structure covering it to make it Site Development.

this is one of the few slivers in the project plan that could serve as much needed landscaping along the Millward Alley border.

Our final area of concern is parking, which violates several LDR provisions.

The parking lot has no screening or landscaping along Millward Alley, which, unlike most alleys in Jackson, serves as the sole access and “front yard” for residents. This is in clear violation of Section 6.2.5.A.3: *“Parking lots shall include landscaped islands to avoid large expanses of asphalt and shall be screened from off-site, or their view substantially filtered by vegetation.”*

The project features seventeen spots backing directly onto Millward Alley, creating hazards and inconvenience for neighbors. This clearly violates Section 6.2.5.B.4: *“Traffic Interference Prohibited. All off-street parking and loading facilities shall be designed with access to a street or alley in one or more locations which cause the least interference with traffic movements.”* There is no reason that the entire parking lot could not be accessed from a single drive aisle from either Millward Alley or Millward Street. Designing the facility in this way maximizes rather than minimizes traffic interference on Millward Alley. The Planning Department suggested that the alley also serve as the loading area for vehicles such as Fedex trucks, garbage trucks and moving trucks, when it became clear that the roof clearance was insufficient for off-street loading within the garage, as initially proposed by the applicant.

After changes requested by the Housing Department shrunk the space available for parking (primarily for larger lockers and better pedestrian access in the garage) the Planning Department encouraged the applicant to use Town Resolution 09-25 (which has much more lenient standards) and claimed it applies to *“all types of structured/covered parking”*. The language in the regulations, however, says that 09-25 applies only to *“sublevel facilities accessed via ramps or enclosed facilities having internal drive aisles”*.

How has the Planning Department applied 09-25 to cover this facility, which has one third of its spots uncovered and accessed from an alley, rather than an internal drive aisle, and the remaining two thirds neither underground nor enclosed? For the uncovered spots accessed off the alley, there is no basis for allowing the two compact spots shown.

Even if 09-25 is allowed to apply to the remaining covered spots, it appears that many don’t meet a key requirement of 09-25, namely that *“no vehicle should need to make more than three turning movements to enter or exit a parking space.”* The spots which most obviously appear to flunk this test are the four dead-end spots at the northern and southern edges of the covered parking. Prior to the amended development plan, these four spots were 20’ long, with a 22.5’ drive aisle, and had 5-7 feet of paved space along the sides reserved for turning while backing out. The space on the sides has been eliminated. At the same time, stall lengths and parking aisle widths (now 20’ 2”) were reduced such that the direct back-up space available was reduced by 6’4”. Those changes would seem to render those spots impossible to exit in compliance with 09-25.

According to the Planning Department memo, *“The applicant has provided vehicle turning movement analysis showing vehicles are able to adequately navigate to parking stalls under the current design.”* However, the vehicle turning analysis from Nelson Engineering flashed up on the screen at the Planning Commission hearing showed that the only analysis done was for the unimpeded spots in the middle of the lot. Is the Planning Department willing to share that analysis with the public?

To put this project's overall parking design into perspective, it would be nice to see the "parking comparison chart" in the Planning Department write up include some relevant parking design features in addition to the nominal number of spots. "The Loop", which features actual underground parking, makes for an interesting comparison. The Loop includes 24' aisles (vs 20'), no compact spots (versus 8), ample back-up room for spots at the dead-end of a parking aisle (versus four spots with no back-up room), and no columns encroaching into stalls (this has many, including 5 placed right at the driver's side door). The Loop, unlike this project, required no administrative adjustment to further reduce the required number of spots. What is a resident with a full-size car (let alone a pick-up) supposed to do when the only spots available are either non-functional ones or compact spots, particularly in the winter when no overnight street parking is permitted? How can the applicant claim that this meets a key Housing Department requirement for minimum livability standards, namely that each unit have at least one (presumably functional) parking spot?

Whether this project is approved or not, we suspect the Planning Department may recommend changing regulations regarding Landscape Surface Area and parking in an upcoming "LDR text clean-up" which was mentioned at the Planning Commission meeting. Landscape Surface Area, along with parking requirements, are two major governors on the overall size and density of structures. Changing these definitions and regulations will ensure that the structure of choice for developers seeking to maximize return on investment will be soulless, three-story, monolithic structures extending across entire blocks, with "landscaping" visible only from the air. Ample parking for residents must be designed for the peak summer season when street parking is difficult, and for winter, when overnight parking is not permitted. The argument that "the workforce" won't own cars is flawed. With Jackson's impressive public transit, some may not need a car to commute to work, but that is very different from saying that they won't own cars. The reason many permanent and seasonal residents come to Jackson is the ability to enjoy various outdoor activities accessible only by car.

We would welcome the opportunity to discuss this with you further. Please let us know if you are available for a brief phone call. Thank you for considering our comments and for the time that you dedicate to the community.

Best regards,

Peter and Elisabeth Holland
917-226-1626 / peterbholland65@gmail.com
914-806-2457 / elisabethholland5@gmail.com

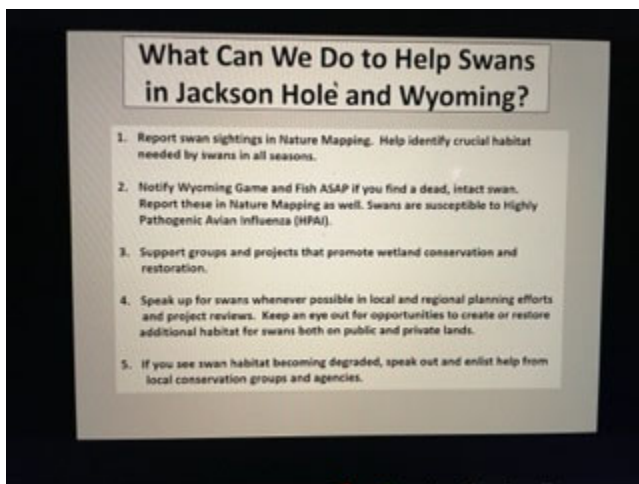
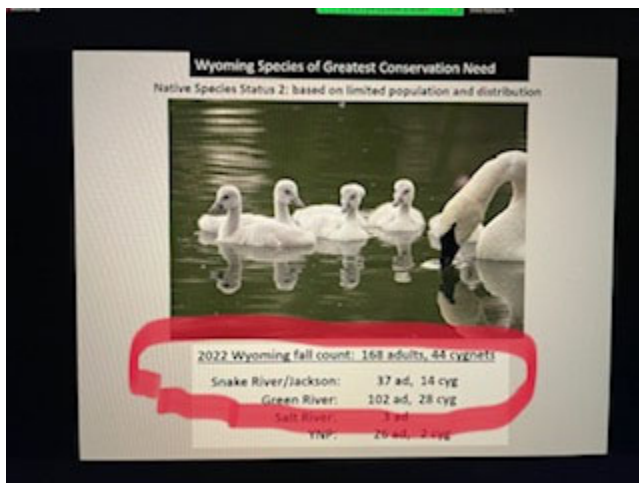
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Lea Colasuonno, Jackson Town Attorney
Kevin Gregory, Lubing Gregory & Rectanus, LLC

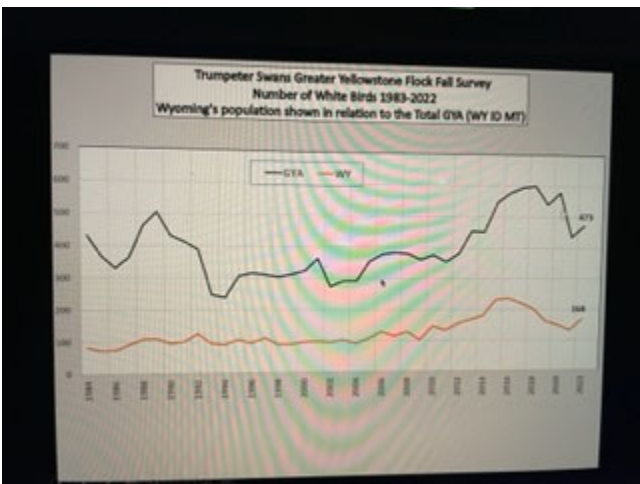
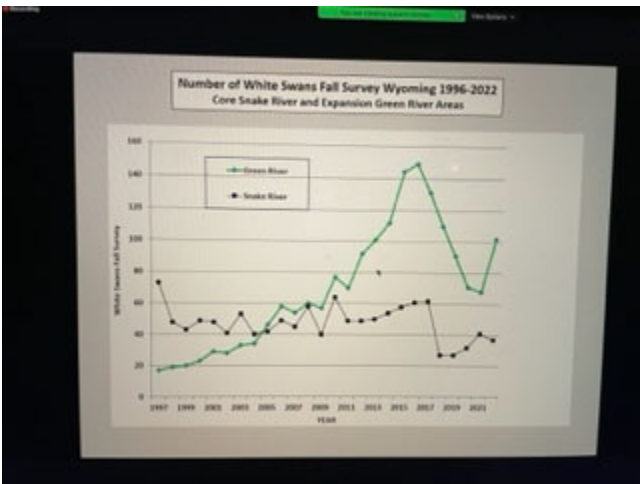
Katelyn Page

From: Eugenie Copp <geniecopp@gmail.com>
Sent: Wednesday, February 15, 2023 11:48 AM
To: Arne Jorgensen; Jonathan Schechter; Jim Rooks; hlevinsonmorton@jacksonwy.gov
Subject: Swan Habitat Protection needed on Flat Creek

Please view the slides from last night's presentation by Susan Patla on swans in Wyoming. A total of 37 adults and 7 cygnets were counted in the valley in the Fall of 2022.

Today six of those are living on Flat Creek (2 cygnets and 4 adults) steps away from proposed high density commercial/retail/apartment space considered by developers as "downtown core".







Sent from my iPhone

Peter and Elisabeth Holland
204 Saddle Butte Drive
Jackson WY 83001

March 13, 2023

Dear Members of the Town Council,

We are writing to express our concerns about the Millward Apartment Complex (P22-53) which you will soon be asked to approve. This updates our letter of January 30th (additions in red) for (A) the revised the Revised Development Plan posted March 8, and (B) the “LDR Clean-up” posted March 10 which comes before the Planning Commission on March 15. On the first point, while the new proposal by the applicant addresses some of the LDR violations that we outlined, it still falls short of compliance on many fronts. On the second point, the “LDR Clean-up” attempts to make substantive LDR changes without opportunity for public comment or proper consideration by Planning Commission or Town Council members. Most notably, it effectively eliminates Landscape Surface Area requirements. In addition to sod roofs, the Planning Department now includes a laundry list of items which can be called Landscape Surface Area, including sidewalks! The “LDR Clean-Up” also eliminates the 20 ft minimum alley paving width standard which the Millward project currently violates (see below).

Regarding the Millward Project, you will likely hear from the applicant and the Planning Department that the project will help the Town’s housing crisis, that it has been unanimously approved by the Design Review Committee, and (subject to a second look at alley safety/access issues by Fire and Public Works) unanimously approved by the Planning Commission.

If you have time to watch the recorded Planning Commission hearing, you will see the Council Chambers filled with neighbors and community members up in arms. Most are expressing outrage about the project’s disastrous impact on the small single-family homes that surround it on three sides, the neighborhood character, and the sensitive environment along the Flat Creek corridor. While those concerns are all valid and weigh heavily upon the acceptability of the application, we and a couple of other neighbors focused on specific LDR violations that the Planning Department is patently overlooking, or outright ignoring, in order to push through a project drastically at odds with the spirit of the transitional CR-2 zone laid out in the LDR and the Jackson/Teton Comprehensive Plan. There was no substantive response to our comments other than obfuscation and precedent vaguely cited on two recent projects which featured similar LDR violations¹. After the Planning Commission chair struggled to find a second to the motion to approve, the initial vote failed. The commission members who voted against or abstained eventually voted for a revised motion, despite appearing rushed and concerned on multiple fronts.

So far, we have focused on obvious LDR violations rather than voicing opinions on the project’s more general deleterious impact on the neighborhood or the broader community. For the impact on the neighborhood, just watch the video. To balance the implicit storyline that this project is all about addressing our community’s housing crisis (a cause which we fully support), and therefore worth taking aggressively pro-developer stances at every step of the process, please consider the following:

¹ LDR violations in past approvals in no way bind the Town to permitting those violations, and certainly do not excuse the Town from strictly adhering to the LDRs, as written, going forward.

1. There is **no** affordability component or restriction. These units are and, as proposed will remain, market units which have no guarantee of supplementing actual “work force” housing needs.
2. After 3 years of construction (including summer lane closures on Millward) the project will add only **3** net new units of “workforce” housing (34 destroyed and **37** constructed). For the next three years, the community will be without any housing in this location, and then the additional units, as noted above, will have no guarantee of affordability.
3. Most of the space added consists of **11** short term rentals and 4 retail/office spaces- in effect adding “lodging” and employment space without offsetting housing impacts.
4. Reasonable market judgment suggests that the “workforce” units created will rent for a lot more than those being destroyed, although the units will likely be of better quality. **With six smaller units converted into three larger units in the revised proposal, the mix is tilted even further towards units which will likely be more expensive than those being torn down.**
5. The project is devastating for residents of the modest homes that surround it.

This project also stands out from other recent residential projects in density. The chart below comes from the Planning Department write-up for “The Loop”, which the Planning Commission approved in November. That project shattered the record for density (about double any prior residential project) because it has unique features that allow for four stories of development. It also features two levels of underground parking, which is expensive but efficient. The Millward apartment complex, despite having only three stories, a property 1/3 the size, and above ground parking, somehow manages to come in very close to “The Loop”, at **75** units per acre (**48** residential units on .64 acres). That’s **before** adjusting for more than 10% additional space in retail & office, which would **come very close to** the density achieved by “The Loop”.

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	10	168 / 352	17	35
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

LDR violations

Landscaping: The reason it is possible to achieve such remarkable density, particularly in a lower density transitional zone like CR-2, are the significant and patent LDR violations, the most flagrant of which is a Landscape Surface Area ratio that is **still not at the** required 10% **despite Landscape Surface Area that has been helpfully added near the alley**. Additional violations include a large six-foot-tall transformer structure placed outside setbacks, a **parking plan still in violation of various LDR requirements, and an alley that is proposed to be paved to 17’, well short of the 20’ width required by the LDRs**. We appreciate that the parking plan has been somewhat improved by eliminating the compact spots on the alley, adding turnaround space for spots along the ends of the interior parking aisle, and widening the parking aisle.

We also appreciate that the Applicant (and we presume the Planning Department) appear to have acknowledged that a green roof, while a nice design feature, does not meet the existing definition of Landscape Surface Area (LSA). The landscaping added along the alley by removing four parking spots is a welcome addition. Unfortunately, however, the project is still below the requirement by about 270 square feet: (a) the calculation for required LSA now deducts, in calculating Base Site Area, a “future TOJ Easement” which has previously appeared nowhere in the proposal; only existing public road easements may be deducted; (b) the revised development plan now includes the raised metal box at the entrance (into which unspecified public art is to be placed) as LSA; while public art is allowed to offset Landscaping Units, a large metal box filled with pebbles does not count as LSA; (c) the transformer box and related concrete pad does not count as LSA, and (d) the six foot fencing along the northern and southern borders should also be deducted from LSA.

Transformer: The second obvious LDR violation is the 6’ tall transformer located at the northwest corner of the property which violates set back requirements along the northern and western boundaries. This is clearly “structure” per the LDR definition: *Structure means any building, bridge, fence, pole, tower, deck, liquid storage, tank, gazebo, pier, dam, culvert, satellite dish, personal wireless telecommunication facilities, or other construction or erection greater than 4 feet in height.* The sponsors acknowledge this in their response to the initial Planning Department objections, offering only that relocating the transformer would “*require us to redesign the building completely*”. The final Planning Department report carefully walks back their initial objection: “*While such structures can sometimes exceed 4’ in height, the Town has not previously treated these necessary above-ground utilities as structures as defined by the LDRs – and thus subject to the setback requirements. This flexibility has been afforded because such utility structures need to be functionally located outside of buildings and near the PROW or alley to allow safe and convenient access for maintenance.*” If there is some reason (other than building design!) that this is the only feasible location for the transformer from an engineering standpoint, isn’t that exactly what the variance procedure is for? If precedent is being cited as the only argument, how many 6-foot-tall transformers has the Planning Department exempted from setbacks at the planning stage? As neighbors who will look directly at this structure, we have little sympathy, particularly since this is one of the few slivers in the project plan that could serve as much needed landscaping along the Millward Alley border. **The amended proposal now cites an LDR provision that waives setback requirements for the transformer if it is located within an existing utility easement. If such a utility easement exists (discussed nowhere in the proposal) we request that the applicants provide it.**

Parking (Multiple): Our third area of concern is parking, which **still** violates several LDR provisions **despite the improvements to the proposal noted above.**

The parking lot has no screening or landscaping along Millward Alley, which, unlike most alleys in Jackson, serves as the sole access and “front yard” for residents. This is in clear violation of Section 6.2.5.A.3: “**Parking lots shall include landscaped islands to avoid large expanses of asphalt and shall be screened from off-site, or their view substantially filtered by vegetation.**” **Four of the alley spots have been replaced with landscaping; this is helpful but still leaves neighbors largely staring at an unscreened parking lot.**

The project features **13** spots backing directly onto Millward Alley, creating hazards and inconvenience for neighbors. This clearly violates Section 6.2.5.B.4: “**Traffic Interference Prohibited. All off-street parking and loading facilities shall be designed with access to a street or alley in one or more locations which cause the least interference with traffic movements.**” There is no reason that the entire parking lot could not be accessed from a single drive aisle from either Millward Alley or Millward Street. The

proposed design maximizes rather than minimizes traffic interference on Millward Alley. The Planning Department suggested that the alley also serve as the loading area for vehicles such as Fedex trucks, garbage trucks and moving trucks, when it became clear that the roof clearance was insufficient for off-street loading within the garage, as initially proposed by the applicant. **This concern is even more pronounced in the revised proposal because, after doing the engineering studies requested by the Planning Commission, it now turns out that the alley can only be paved to 17 feet wide (14 feet wide past the northern property border) rather than the 20 feet previously claimed.**

After changes requested by the Housing Department shrunk the space available for parking (primarily for larger lockers and better pedestrian access in the garage) the Planning Department encouraged the applicant to use Town Resolution 09-25 (which has much more lenient standards) and claimed it applies to *“all types of structured/covered parking”*. The language in the regulations, however, says that 09-25 applies only to *“sublevel facilities accessed via ramps or enclosed facilities having internal drive aisles”*. How has the Planning Department applied 09-25 to cover this facility, which is neither underground nor enclosed?

If the Town Council allows this project to use 09-25, it is still not clear that it complies with 09-25. **The “large” vehicle used in the turning analysis is a Mercedes Sprinter van with a 17’4” length and 20.17” turning radius. Recent vintage Sprinters range from 19’6” to 24’2”, so we can only assume that the analysis used a much smaller vehicle by mistake. The length of an average pick-up (perhaps the most common vehicle in Jackson) is 20’, with a turning radius of approximately 23’. Can a typical pick-up maneuver into a spot as required by 09-25? There is a second major problem with the analysis, even for the “average” vehicle used (a 2009 Ford Escape): it assumes that there are no vehicles extending into the parking aisle parked in nearby spots. Because the Applicants shrank the length of the interior parking spots from 20’ to 18’, a typical pick-up would protrude over 2’ into the parking aisle. The turning analysis clearly shows that either entry or exit would be impeded by an intruding vehicle in nearby spaces. To see this, look at the faint green lines for the bumper path on the diagrams on page 96 and 97 of the revised development plan, which use every inch of the parking aisle.**

To put this project’s overall parking design into perspective, it would be nice to see the “parking comparison chart” in the Planning Department write up include some relevant parking design features in addition to the nominal number of spots. “The Loop”, which features actual underground parking, makes for an interesting comparison. The Loop includes 24’ aisles (vs 21’), no compact spots (versus 4), and no columns encroaching into stalls (this has many, including 5 placed right at the driver’s side door). The Loop, unlike this project, required no administrative adjustment to further reduce the required number of spots. Unlike the Millward project, the Loop also provided additional guest parking. What is a resident with a full-size car (let alone a pick-up) supposed to do when the only spots available are non-functional or compact, particularly in the winter when no overnight street parking is permitted? How can the applicant claim that this meets the key Housing Department parking requirement for minimum livability standards, namely that each unit have at least one (presumably functional) parking spot?

Alley Paving Width: A fourth area of LDR violation was highlighted by the alley engineering study included in the revised proposal. LDR section 7.6.3.H states that *“alleys shall have a minimum pavement width of 20 feet”*. Alley paving ranging from 14’ to 17’ is obviously non-compliant. From a commonsense standpoint, it underscores the numerous concerns from neighbors about accessing such a large project from such a narrow alley, rather than using one of the two existing curb cuts on Millward.

The planning department appears to be trying to cure this LDR violation by changing the LDRs with no public scrutiny through the “LDR Clean-up” (as they are trying to do with Landscape Surface Area; see below). LDR Clean-up item # 58 attempts to amend the above provision as follows: *“alleys shall be paved to the maximum width practical up to 20 feet”*.

Appropriateness of alley access

The amended development plan now includes on page 117 engineering analysis that supports Millward Alley as being an appropriately wide street for access to the project as well as other residences. We assume that this is in response to concerns expressed by both residents and by the two Planning Commission members who initially voted against the proposal and requested further study of alley access as a condition of approval.

The analysis reasonably categorizes the alley as an “urban residential street” (per AASHTO) and reasonably estimates the number of trips per day (using an approach laid out by the Institute of Traffic Engineers). It concludes, based on Table 1 from AASHTO’S “Guidelines For Geometric Design Of Low-Volume Roads” (page 176 of the application) and the estimated number of trips that a width of 18 feet is sufficient, noting that such width can include both the paved roadway and shoulder (e.g. in the case of Millward Alley, both the 17’ paved portion and 3’ of unpaved shoulder/drainage swale would count toward the minimum 18’ width).

The first problem with this analysis is that the above publication sensibly says that only “usable” shoulder can be counted. In a winter like this one, with over 10 ft of snow, and existing structures including houses, fences, trees, and telephone poles right on the alley border, can we expect that the 3 feet of unpaved drainage swale will be “usable”?

The much bigger problem with the analysis is that “Table 1” referenced on page 176 is for rural rather than urban residential streets. The analysis should have used Table 2 for urban residential streets. The AASHTO Guidelines mention the following considerations for urban residential streets need substantially more width than rural ones: “available right-of-way width is much less than in rural areas” and low volume urban streets require “the ability for vehicles in opposite directions to pass one another, the need for vehicles to pass parked or stopped vehicles, the need to provide access for fire trucks and other emergency vehicles, and the need to accommodate occasional larger delivery vehicles.” Rather than using trips per day, the recommended AASHTO approach in Table 2 below uses development density (units/gross acre) as the metric for suggested road width. Assuming 55 residential units (48 proposed and 7 current) and using the County’s GIS map server to estimate total gross acres accessing Millward Alley (2.5 acres), Millward alley would come in at 22 dwelling units per gross acre, more than double the cut-off for the highest density category. The suggested road design is 34-38 feet wide with parking permitted on both sides, or 32 feet wide with single side parking. **Fortunately, there is a street with exactly these characteristics that would offer appropriate access for the project: Millward Street rather than Millward Alley!**

Table 4-2. Guidelines for Total Roadway Width for New Construction of Two-Lane Urban Residential Streets [adapted from (10)]

Development Density	Dwelling Units per Gross Acre ¹	Number of Channels ²	U.S. Customary		Metric	
			Total Roadway Width (ft) with Parking on:		Total Roadway Width (m) with Parking on:	
			Both Sides	One Side Only	Both Sides	One Side Only
Low	≤ 2.0	2	20–22	18	6.1–6.7	5.5
Medium	2.1 to 6.0	3	26–28	24	7.9–8.5	7.3
High	6.1 to 10.0	4	30–32	28	9.2–9.8	8.5
Very high	≥ 10.1	4	34–38	32	10.4–11.6	9.8

¹ Gross acreage includes land used for the roadway, alleys, pedestrian and bicycle paths, easements, parks, schools, or other neighborhood facilities; use average density for both sides of the street.

² Number of channels represents the number of through and parking lanes; for low and medium density development, both the likelihood of parked vehicles and the traffic volume are low, and the occasional parked vehicles may park in a lane designated for through traffic, as needed.

Note: These guidelines should not be used as a substitute for engineering judgment. Specific streets may be wider or narrower than these guidelines based on consideration of site-specific factors.

LDR Clean-Up:

As we speculated in our January 30th letter, the Planning Department is now attempting to change the Landscape Surface Area requirements along with many other substantive changes never subject to public scrutiny. Past proposed text amendments, even minor ones, have had a full presentation and analysis available for both the public and Commission members well in advance of any public hearing. For the Planning Commission members to receive a packet that says “Public Comment: None” is highly misleading when the public has never seen the proposed LDR changes. Landscape Surface Area, along with parking requirements, are two major governors on the overall size and density of structures. Changing these definitions and regulations will ensure that the structure of choice for developers seeking to maximize return on investment will be soulless, three-story, monolithic structures extending across entire blocks, with “landscaping” visible only from the air. The proposed changes to Landscape Surface Area permit not only “green roofs” but also a long list of other items having nothing to do with landscaping, including sidewalks, bike racks, and utilities like air conditioning units or transformers.

Here is the sole argument provided to Planning Commission members for drastically changing the Landscape Surface Area requirements (emphasis added): *The landscaping standards need to be **clarified** to define what counts as landscape surface area and allow the Planning Director to consider some public amenities to be counted as landscape area. Allowing these public amenities also requires decoupling the definition of site development and landscape surface area.* This is radical change, not “clarification”. This proposal effectively takes the 10% LSR requirement for the CR-2 zone down to zero and similarly weakens LSR requirements for all other zones. Don’t be surprised if creative single-family developers use this provision to substantially reduce green space and landscaping in residential East Jackson neighborhoods. It is unimaginable that the intent of the LDR was to make it possible to develop large 3 story structures property line to property line with no surrounding green space in a commercial/**residential** transition zone like CR-2. The Planning Director often mentions that this is a trucking route but misses the fact that it is also a neighborhood.

As noted above, LDR Clean-Up item # 58 attempts to eliminate the 20 ft minimum alley paving requirement which this project, paved from 14-17 ft wide, is in clear violation of.

Another disturbing proposed change is item # 69 on the LDR Clean Up, which grants the Planning Director substantially more leeway to make changes to an approved development plan after-the-fact, with no disclosure or scrutiny by the public or any public body including the Town Council. This now includes a new category of *“minor technical changes that do not warrant public review by the original approving entity, such as a landscape plan”*. The LDR clean-up also removes the requirement that these “minor technical changes” (like landscaping plans) *“appear necessary based on technical or engineering considerations first discovered during development or use that were not reasonably anticipated during the initial approval process.”* With no requirement to even inform the public (or the Town Council) about these changes, the only disclosure of the new development plan will be when the building goes up.

Regarding the Millward development, we are concerned that if LDR changes become finalized, the Planning Department will allow the developer to revert to the prior landscape plan with no further approval. If the Town Council chooses to approve the current proposal, despite the clear LDR violations described, we request that the Council make it clear that this cannot be allowed to happen.

Finally, we note that LDR 8.7.2.D.3 provides that *“review of a text amendment shall not occur concurrently with review of any physical development, basic use, conditional use, development option, or subdivision permit application reliant on the proposed text amendment.”*

We would welcome the opportunity to discuss this with you further. Please let us know if you are available for a brief phone call. Thank you for considering our comments and for the time that you dedicate to the community.

Best regards,

Peter and Elisabeth Holland
917-226-1626 / peterbholland65@gmail.com
914-806-2457 / elisabethholland5@gmail.com

cc:

Lea Colasuonno, Jackson Town Attorney
Kevin Gregory, Lubing Gregory & Rectanus, LLC
Matt Gaffney, Lubing Gregory & Rectanus, LLC
Members of the Planning Commission (other than Commissioner Petri who has previously disclosed a conflict for the Millward Project)

**MINUTES
PLANNING AND ZONING COMMISSION
TOWN OF JACKSON, WYOMING
January 18, 2023**

The meeting of the Planning and Zoning Commission was called to order at 5:30 p.m. on 01/18/2023, via ZOOM and in Town Hall Chambers.

ROLL CALL:

X Anne Schuler X Wendy Martinez, X Katie Wilson, X Abby Petri, X Christie Schutt,
 Thomas Smits

STAFF: Tyler Valentine, Katelyn Page, Paul Anthony

MATTERS FROM THE PUBLIC: None

APPROVAL OF 11/16/22 MINUTES: A motion was made by: Schuler & seconded by:
Martinez

Motion approved by a 5 to 0 vote

OLD BUSINESS: None

PLANNING COMMISSION

ITEM P22-269 & P22-278: LDR Text Amendment- NH-1 -Section 2.2.9 and fee waiver request

STAFF PRESENTATION: Tyler Valentine

QUESTIONS FOR STAFF: None

APPLICANT PRESENTATION: Michael Stern

QUESTIONS FOR THE APPLICANT: None

PUBLIC COMMENT: None

COMMISSION DISCUSSION:

Motion: I move to **recommend approval** to Town Council of the proposed LDR Text Amendment P22-269, based upon factors 1-6 in Section 8.7.2.C of the Land Development Regulations as

presented by staff in the staff report dated January 18, 2023.

A motion was made by: Schutt & seconded by: Martinez

Motion approved by a 5 to 0 vote

ITEM P22-242: Development Plan for a future 2-lot subdivision of the property located at 180 Aspen Drive.

STAFF PRESENTATION: Tyler Valentine

QUESTIONS FOR STAFF: Why does staff say future access on Pine St. for Lot 2? Preference is to have access point from a street with lower traffic.

APPLICANT PRESENTATION: Jeannie

QUESTIONS FOR THE APPLICANT: None

PUBLIC COMMENT: none

COMMISSION DISCUSSION:

General agreement that this is good project and fits with the neighborhood, supportive. Already two houses on the property.

Motion: I move to **recommend approval** to the Town Council of Development Plan (P22-242) for a future 2-lot subdivision for the property located at 180 Aspen Drive based upon the findings presented in the staff report, the departmental reviews, and subject to the condition(s) of approval recommended in this staff report dated January 18, 2023.

A motion was made by: Martinez & seconded by: Petri

Motion approved by a 5 to 0 vote

ITEM P22-253: Development Plan for a new 3-story mixed use building at the properties addressed 245 and 265 N. Millward St.

Petri recused from voting

STAFF PRESENTATION: Katelyn Page

QUESTIONS FOR STAFF: Questions about how fee in-lieu for parking spaces work and how LSR - landscaping requirements work. Staff responds that LDRs do not require that landscaping be visible to the public, only that it be provided on the property in the required amount. Commission also asked about how the NRO applies to the project. Staff responded by noting that the project site is not in the NRO and sits outside of 25' creek buffer, thus these requirements do not apply to the project. Questions were also asked about how the 2:1 Workforce Housing bonus works and whether applicant intended to sell units in the future. Staff provided a summary on how the 2:1 bonus works (i.e., landowner gets 2 sf of additional market housing in exchange for providing 1 sf of deed-restricted workforce housing) and that the applicant is proposing apartments for now but could decide to convert to condominiums in the future.

APPLICANT PRESENTATION: Adam Janak, Hans Flinch

QUESTIONS FOR THE APPLICANT: The Commission asked a variety of questions to the applicant including question about how the LSR worked on the site; about whether the alley can handle projected traffic and stormwater runoff; whether there are plans to sell the units and whether there are there any differences in rent costs between workforce and market units. It was noted that a standard alley in the Town of Jackson is 20ft and that a platted alley of 20ft currently exists. Additional questions were asked about whether there will be screening on the back (west) of the building and whether there was a parking study for the project regarding usability of some of the spaces mentioned in public comment. Applicant responded by stating that Nelson Engineering completed a turning movement study for a variety of different-sized vehicles, including typical trash and delivery trucks (FedEx, UPS) and that this was submitted in the Planning Commission packet.

PUBLIC COMMENT:

- Peter Holland (landowner across Flat Creek at 204 W. Saddle Butte Drive): Says project does not meet LDRs, LSR far less than the required 10% and the parking plan does not provide enough functional parking spaces.
- Rose Robertson (rents house at 285 N. Millward, north side of the project): Project has design flaw which is the one lane alley is too narrow to handle traffic from project and traffic on Gill can be a problem. Project needs an exit onto Millward so people have option if the alley is blocked.
- Diana Welch (represents Lukas Farms LLC at 385 West Gill Avenue): States that she does not oppose density, design is good, but back of building is not so great and LSR proposed is not meeting LDR requirement.

- Jacob Henrie (lives at 285 N. Millward, north side of the project): Project should not get any parking reductions, parking is full on Millward Street in front of project. The entire alley should be paved (i.e., not stop at north property line of applicant) or there will be mud near their property and run into the creek. He also expressed concern that that sewer cleanouts will be paved over, that the 1-way alley is not adequate, and that no second access is there in case of the need to evacuate from a wildfire.
- Reade Dornan (382 W. Saddle Butte Drive): The culture of the neighborhood is being destroyed, this end of town is being swamped by big projects (e.g., CLC, 105 Mercill Condominium building) with bad landscaping. Traffic is already a problem because it's a truck route, traffic backed up to fish hatchery hill in summer. Aesthetics of this building - turns it back to the houses on flat Creek. Workforce housing is not always for the workforce. Many workers can't afford to live there.
- John Bickner Jr (family owns multiple properties across the alley from project): Agrees with Mr. Holland, problems with this project should have been addressed by staff. Outlaw Hotel (previous to Angler's) example that they had no access to the alley from that hotel. The alley is private, they added gravel down the alley. It's criminal not to add proper access to project from Millward. Concerns about putting in sewer (closing alley), environmental concerns about runoff, building is too big for the scale of the neighborhood.
- Rick Bickner (family owns multiple properties across the alley from project): Project need entrance and exit on Millward. Flat Creek floods, what about evacuation with a one lane road. There's no way to turn around at the end of the alley.
- Eugenie Copp (370 N. Millward Street): This area is a flyway for ducks, JH Wildlife Foundation has nature mapping for this area, she will present 13-14 years' worth of data to Game and Fish Department and Town. The Flat Creek corridor should be protected.
- Leslie Steen from Trout Unlimited: Has concerns about water quality - encourage developer to look at stormwater runoff, should be spawning habitat, use trout friendly landscaping methods, consider snow storage and chemicals that run off.
- Stuart Suna (owner/developer of this property): New resident in Jackson the last 3 years. Hoping for support and trying to upgrade what is currently there. Supports workforce housing.
- Dave Sollitt, Executive Director of Conservation Alliance: Drove down the one-way alley. This will make traffic worse, snow storage and drainage, pretty good area for housing but not for commercial development, too large and too dense for this area.

COMMISSION DISCUSSION

The project fits the LDRs and zoning for that area. Neighbors know their neighborhood and the Commission appreciates public comments. Concerns were expressed about the long-term affordability of the units and about the creek, fire trucks getting in and out, truck route, and neighborhood character but this is exactly what the zoning allows, is a good project in area where redevelopment is needed.

Motion: I move to **recommend approval** to the Town Council of Development Plan P22-253 for a

new 3-story mixed-use building at the property addressed 245 and 265 N. Millward Street based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated January 18, 2023.

A motion was made by: Schuler & seconded by: Martinez

Motion failed by a 2 to 1 (Schutt) vote 1 abstention by Martinez but vote was then amended to address concerns of Schutt and Martinez where same motion was made by: Schuler & seconded by: Martinez and approved by a 4 to 0 vote with an added condition of approval (Condition #5) as follows:

Motion: I move to **recommend approval** to the Town Council of Development Plan P22-253 for a new 3-story mixed-use building at the property addressed 245 and 265 N. Millward Street based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated January 18, 2023.

5. The Fire/EMS Department shall review again the fire access to the project and the Public Works Department shall review again the suitability of the alley to accommodate proposed traffic from the project; all updated information shall be presented to the Town Council.

MATTERS FROM COMMISSION: Would like discussion on Historic Preservation Guidelines and how this works with the Building Department standards.

MATTERS FROM STAFF: Agenda follow-up: short-term rentals in residential neighborhoods, have a redline version and will be presented during the second meeting in February. Will also be reviewing big buildings and the 2 for 1 bonus. Need to assess the public benefit and potentially change. Karns Meadow Master Plan will be upcoming. PC members, still down 1. Deadline is the 24th of January to accept applicants.

Adjourn: A motion was made by: Schuler & seconded by: Martinez

Motion approved by a 5 to 0 vote at 8:22 pm.

STAFF REPORT



Meeting Date:	March 20, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Planning	Presenter:	Katelyn Page
Agenda Item:	Item P22-298 - Request for a Subdivision Plat at the property addressed 105 Mercill 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 Mercill Avenue Condominiums Addition to the Town of Jackson located at 105 Mercill Avenue. This Subdivision Plat request follows the previously approved Building Permit for a 34-unit mixed use condominium building at 105 Mercill Avenue.

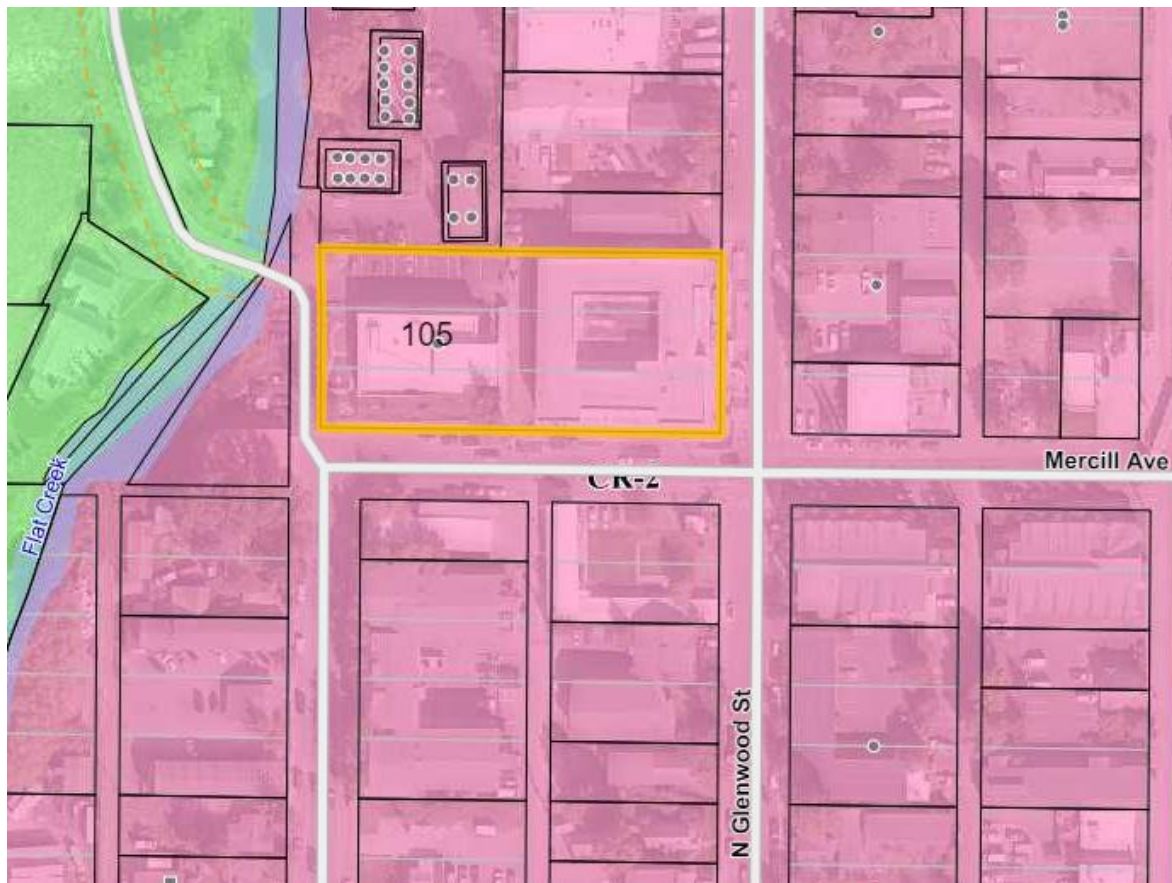
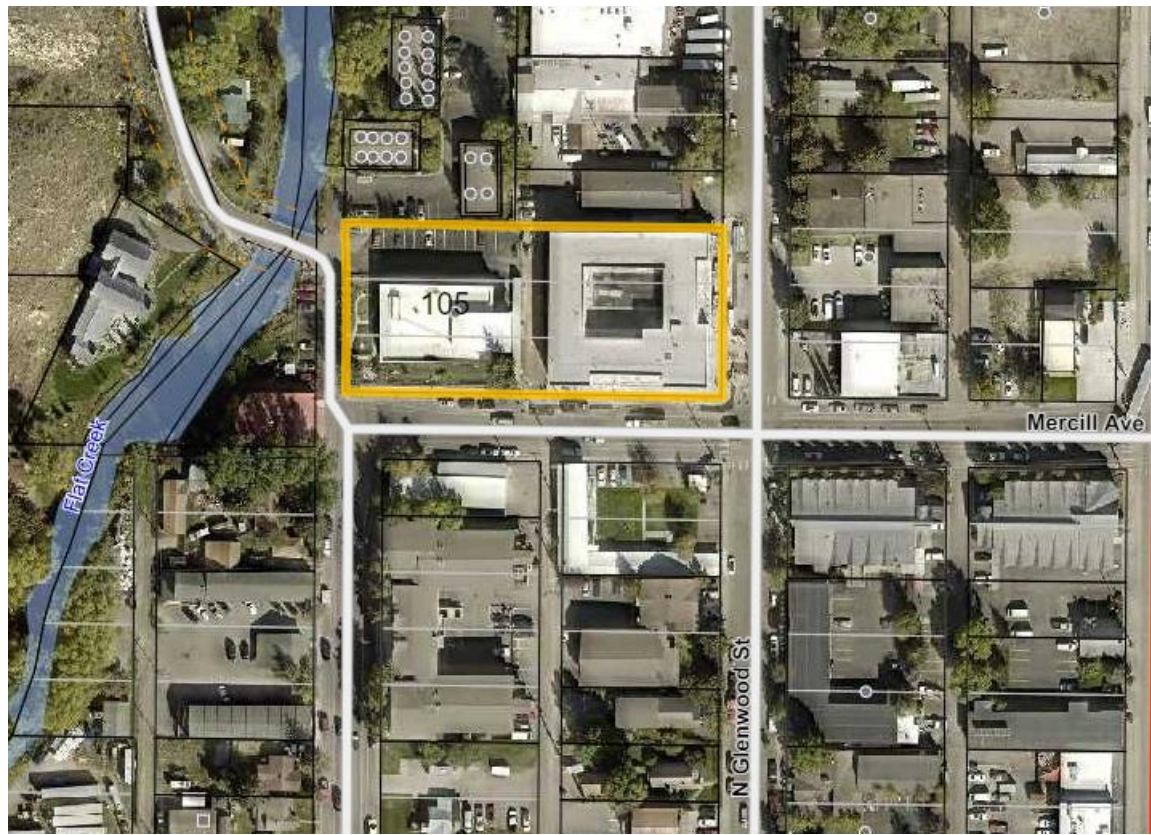
Recommendations.

The Planning Director recommends **approval** of a Subdivision Plat for Mercill Avenue Condominiums Addition to the Town of Jackson at the property addressed at 105 Mercill Avenue, subject to the Land Development Regulations, the department reviews attached hereto, and the following condition(s) of approval:

1. Prior to recordation, Boundary Adjustment P22-292 shall be recorded with the County Clerk.
2. Prior to recordation, Sewer Easement E23-0011 shall be recorded with the County Clerk.
3. Prior to recordation, Exhibit B (Parking and Storage Space Assignments) shall be revised to reference a minimum of nine (9) shared spaces.
4. Park and School Exactions shall be paid at the time of plat recording.
5. Concurrently with recordation of the plat, Workforce Ownership and Workforce Rental deed restrictions for designated units shall be recorded with the County Clerk.

Project Location.

The property is located at 105 Mercill Avenue and, as of the date of this staff report, is legally described as PT. LOTS 15-17, Block 2, of Joseph R. Jones Addition to the Town of Jackson. Following approval and recordation of Boundary Adjustment (P22-292), the legal description of this property prior to subdivision will become LOT 19 of the Joseph R. Jones Third Addition to the Town of Jackson. An aerial photo and zoning map are shown on the following page:



Background/Project Description.

Background: Teton County, WY was issued a building permit in June 2021 (B20-0512) for a mixed-use project that includes 30 residential units and 4 commercial spaces (approx. 6,840 sf total) that front Mercill Avenue and N. Glenwood Street. The building was issued a Certificate of Occupancy on January 23, 2023. The building will be three stories, with commercial on the first floor and residential on the two upper floors. Thirty-six (36) storage lockers and 44 parking spaces are provided in the basement and at ground level. The 44 parking spaces, of which 9 are shared between residential and commercial units, are provided within an enclosed parking facility. Vehicular access to the parking facility is taken from either the south via Mercill Avenue or via the east from N. Glenwood Street. Pedestrian access is provided at street level to both commercial suites as well as residential stair/elevator towers.

Project Description: The applicant is proposing a subdivision plat to subdivide the 30 residential and 4 commercial units into ownership condominiums. The development is approximately 27,393 sf, 3 stories, and consists of 20 one-bedroom units, 10 two-bedroom units, and 4 commercial units. All residential units will have special restrictions for either a workforce ownership or workforce rental housing recorded against the respective units which is consistent with the partnership between the Jackson/Teton County Housing Department and 105 Mercill Partners, LLC. The breakdown of unit restriction types is 12 rental and 18 ownership. The deed restrictions were approved by Town Council at the January 17, 2023, regular meeting.

Analysis.

Staff finds that as conditioned, the proposed subdivision plat is in conformance with the LDRs, previously approved building permit. Park Exactions for 30 units is \$51,750.00 and School Exactions is \$45,000.00.

Comprehensive Plan & Priority Alignment.

Pursuant to Section 8.5.4.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 for the project. The qualifying floor area does not meet the threshold for requiring a Development Plan and Land Division in the CR-2 zone does not require a Development Option Plan. 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 8.5.4 – Subdivision Plat.*

Complies. Staff finds that, as conditioned, the proposed subdivision plat complies with the standards of Section 8.5.4 – 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 plat, as conditioned, 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, as conditioned, the proposed subdivision plat complies with the provisions of the LDRs. In addition, the subdivision complies with all other Town Ordinances.

Fiscal Impact.

Park Exactions - \$51,750.00

School Exactions - \$45,000.00

Public Comment.

As of the submission of this staff report, four emails - sent by representatives of future residents at 105 Mercill Avenue to Town Council members - were received by Town Staff. The emails describe personal financial impacts to future residents in regard to timing of plat recordation. These letters are attached.

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 30 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

Public Comment

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

I move to **approve** Subdivision Plat (P22-298) for the Mercill Avenue Condominiums Addition to the Town of Jackson at the property addressed at 105 Mercill Avenue based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated March 20, 2023.

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P22-298		COUNTY CLERK REVIEW COMMENTS	(1/4/2023 4:45 PM AL) Hello, We have reviewed the Plat for the Mercill Avenue Condominiums and here is what we found: 1.The certificate of approval by the Town should be Riley Taylor, Town Clerk. 2.The certificate of approval by the Town should be Paul Anthony, Town Planning Director. The Notary acknowledgment should also state the Town Clerk and the Town Planning Director. Under the certificate of owners, we found: 1.That the Subdivision is subject to those easements to Silver Star. The document from Bk. 809 Pg.424 is Silver Star Telephone Company Inc. Also, there are blanks on the front page of the Plat for the Plat number. Is this something new? Will someone be filling in the blanks on the Plat while we are recording it? This is a first for us. If you have any questions or comments, please feel free to reach out to me, or Kellie. Corri		
P22-298		ENGINEERING DEPARTMENT COMMENTS	SUBDIVISION PLAT APPROVED w CONDTITIONS P22-298Subdivision Plat Mercill Avenue Condominiums ADDRESS:105 Mercill Avenue OWNER:Teton County, WY & Mercill Partners, LLC APPLICANT:Tyler Davis 3/2/2023 Scott Mohror and Brian Lenz, (307) 733-3079 DATE OF SUBMITTAL: 2/2/2023 DATE OF MATERIALS: 2/24/2024 (NE Response Letter) REVISION NO.: 01 The Engineering Division has reviewed your application for a SUBDIVISION PLAT submitted on and with application materials as dated above. CONDITIONS OF APPROVAL: 1.Deed to Mercill Partners, LLC shall be recorded prior to plat recordation. 2.The blank referencing the Joseph R. Jones Third Addition plat shall be filled in before filing. 3.CERTIFICATE OF OWNERS: fill in the appropriate Plat No. and Document No. before filing.		
			(2/6/2023 10:22 AM SM) SUBDIVISION PLAT APPROVED w CONDTITIONS P22-298Subdivision Plat Mercill Avenue Condominiums ADDRESS:105 W Mercill Avenue OWNER:Teton County, WY & Mercill Partners, LLC APPLICANT:Tyler Davis		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			2/6/2023 Scott Mohror and Brian Lenz, (307) 733-3079 DATE OF SUBMITTAL: 12/30/2022 DATE OF MATERIALS: 12/29/2022 REVISION NO.: 00 The Engineering Division has reviewed your application for a SUBDIVISION PLAT submitted on and with application materials as dated above. PRIOR TO PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED: GENERAL 1.Verify sheet numbers on Nelson Engineering drawings. There are nine sheets total. Review and revise as necessary. 2.Spell out the Joseph R. Jones Third Addition name on all the Title Blocks on all the drawings. Review and revise. 3.Provide the Plat No.____ in the description of the Plat shown on the lower right corner of all the drawings. 4.Review and revise all unit square footages as necessary. For example it appears that the square footages for Unit 213 and Unit 305 when scaled are different than their labels, check with the Certificate Sheet areas too. 5.Recommend including a NOTES heading on the general notes section of each sheet. 6.All documents shall be recorded in an order that provides for the correct parties being identified in the documents, e.g., Mercill Partners, LLC must be the deeded owner of the property to sign the plat as the owner. Review and revise as necessary. 7.Review and verify that all items, easements, acknowledgements, etc. created by the boundary adjustment plat are accurately shown and documented on this plat. CERTIFICATE OF OWNER 8.ADD STATEMENT: that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles; and, 9.If applicable add a note to the affect that, there are no water rights attached to said subdivision. If water rights are ap purtenant to the lands that they will be abandoned, or otherwise, according to state statutes. 10.ADD STATEMENT: that the subdivision is subject to that lighting easement granted on the boundary adjustment plat 11.ADD STATEMENT: that the subdivision is subject to that trash easement granted on the		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			boundary adjustment plat. 12.ADD STATEMENT: that the subdivision is subject to that Town sewer easement granted on the boundary adjustment plat. This may vary depending on how the Access and Utility Easement on the Boundary Adjustment plat is created and who it benefits. We recommend that the Town sewer have a dedicated easement. 13.ADD STATEMENT: to the effect that this subdivision is connected to the Town of Jackson stormwater system through a sand/oil separator that is owned and maintained by the owners association as described in the CCRs. 14.5th sentence: change Mercill Avenue to West Mercill Avenue. PLAT SHEETS 15.SITE PLAN SHEET: revise easement line work per the Boundary Adjustment Plat comments. 16.NOTES: Include that the subdivision is connected to the Town stormwater system. 17.FLOOR PLAN SHEETS: add North arrow and scale on all floor plan sheets. DECLARATION OF CONDO 18.2.6 Common Elements: Include utilities or identify where common utilities are accounted for. 19.7.2(b) Add stormwater lines and sand/oil separator to this paragraph to explicitly identify them as maintained utilities. 20.Exhibit A: Review and revise as necessary if any unit square footages change upon further review.		
P22-298		PLANNING DEPARTMENT COMMENTS	(1/23/2023 2:44 PM KP) See final staff report for details. Boundary Adjust Request P22-292 associated with this address must be recorded prior to subdivision plat P22-298 Exactions - Prior to recordation, applicant shall remit \$51,750 for Park and \$45,000 for Schools exactions based on 20-1 bedroom and 10 2-bedroom units. Please note applicants initial park exactions calculations sheet incorrectly references \$54,750 for calculation.		
			Parking exhibit shall show 9 shared spaces rather than 4 proposed in application letter. Staff determined that the office/retail had a 20-space requirement and the residential had a 39-space requirement. 9 of the spaces were shared which brings the total down to 50. From there, the site has 6 street credits which further reduced the parking requirement to 44 spaces.		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P22-298		PLANNING REVIEW	(1/23/2023 2:44 PM KP) See final staff report for details. Boundary Adjust Request P22-292 associated with this address must be approved prior to approval of subdivision plat P22-298. P22-292 must also be recorded prior to P22-298 recordation.		
			Parking exhibit shall show 9 shared spaces rather than 4 proposed in application letter.		
			Exactions - Prior to recordation, applicant shall remit \$51,750 for Park and \$45,000 for Schools exactions based on 20-1 bedroom and 10 2-bedroom units. Please note initial park exactions calculations sheet submission incorrectly references \$54,750 for calculation.		
P22-298		SURVEY REVIEW	Todd Cedarholm, PLS 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 and Building February 22, 2023 P.O. Box 1687 Jackson, WY 83001 ATTN: Katelyn Page, Planner RE: P22-298, Mercill Condominiums Addition to the TOJ, surveyors review Dear Katelyn: I have reviewed the plat accompanying the P22-298 application. I would suggest that the surveyor address the following items: The Plat package submitted for review has not been updated to reflect the changes made to P22-292. The Plat package submitted for review is numbered incorrectly and includes two identical sheets 4. A water rights note must be added regardless of the the status or existence of any water rights. The Vicinity Map title location must include a reference to the 6th P.M, ALWAYS. The contact information for the Owner and Subdivider should include a complete mailing address and phone number. On Sheet 2, the area outside of the building footprint must be labeled as Common Area or GCE and the area value annotated. The monument descriptions within the legend are incomplete and poorly described. Surveyor jargon should be replaced with specific descriptions and accurate dimensions of each monument set or found. In line 8 of the legend, the surveyors name before LS 6447 is spelled incorrectly. Any easements that have been vacated should be removed from the COO and the map. The easterly line of that QWEST Easement as shown on the map accompanying P22-292 is not parallel to hence not coincident with the west boundary of the building footprint shown on Sheet 2. The exterior boundary of the building footprint shown on sheets 3, 4, 5, and 6 must be annotated. An elevation reference point must be shown and described. The area of Unit 314 is listed as 727 sq ft on Sheet 1 and as 737 sq ft on Sheet 6.		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made. Sincerely, Todd Cedarholm, PLS County Surveyor, Teton County Wyoming		
			TITLE 22 CONSULTANTS PLAT REVIEW MERCILL AVENUE CONDOMINIUMS Proposed Plat: Mercill Avenue Condominiums Addition to the Town of Jackson Platted From: Lot 19 of Joseph R. Jones Third Addition to the Town of Jackson, Plat Number TBD (plat to be recorded) Located: Town of Jackson Owner/Subdivider: Mercill Partners, a Wyoming limited liability company Summary: Lot 19 is being subdivided into a condominium building consisting of 4 commercial units and 30 residential units. The residential units will be workforce deed restricted, and will also be subject to a revolving Right of First Purchase in favor of the Town of Jackson. Additional Documents to be Recorded Provided with Plat: 1) Certificate of Mortgagee 2) Right of First Purchase Agreement 2) Declaration of Condominium Title Report provided by Wyoming Title & Escrow Effective Date: 10.5.22 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 The following 3 documents have been recorded since the effective date of the title report: 1. Instrument 1048181, Amendment to Mortgage (as to BOJH at 1002144) 2. Instrument 1051463, Vacation of Easement (as to LVE at Book 130, Page 550) 3. Instrument 1051464, Vacation of Easement (as to LVE at Book 240, Page 235) PLAT REVIEW Technical Review ACCESS: Legal access is provided via Mercill Avenue and Glenwood Street EASEMENTS/ENCUMBRANCES: All relevant easements cited on the title report Are Are Not shown on the proposed plat (located and/or included in the Certificate of Owner). Comments: Some matters shown in the title report have been vacated, or apply to other land included in the report. 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*. *We will defer to the surveyor on this, but it does not appear all units are shown in the section		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P22-298		TITLE REVIEW	views, as required. We are not finding Units 203, 206, 207, 302, 304, 307, 308. 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 Note: Instrument 1048181, Amendment to Mortgage, should be added PLAT REVIEW Conclusions Recommendations: Title 22 Consultants strongly recommends the following changes to the proposed plat: 1. OWNERSHIP/VESTING: Title to subject land is currently vested in Teton County. A deed to Mercill Partners, LLC must be recorded prior to plat recordation. 2. LEGAL DESCRIPTION: All references to Block 2 must be omitted, as the Joseph R. Jones Third Addition does not include multiple blocks, and the underlying ground to be vacated is simply Lot 19, not Lot 19 of Block 2. 3. LEGAL DESCPTION: All references to J.R. Jones should be changed to Joseph R. Jones to conform with the proper legal descriptions of the underlying plats. 4. COMMON ELEMENT: Land outside the building footprint but within the plat boundary should be Labeled as common element (presumably GCE). Comments/General Observations: For your review and consideration, may not require changes: 1. VICINITY MAP: Is it possible to reflect the vicinity map on page 1 rather than page 2? 2. CERTIFICATE OF OWNER: The certificate does not appear to reference either the workforce deed restrictions or the ROFP in favor of the Town of Jackson. Should these be added? Similarly, the garbage easement area to be created straddling Lots 18 and 19 is not referenced. Silver Star should be identified as Silver Star Telephone Company, Inc. 3. OLD KEY BANK MORTGAGE: See comments on P22-292 plat review. It is my understanding the county is working to resolve this. Next Steps: 1. ENTITY DOCS The owner should provide a copy of the 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.		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			3. IMPLEMENT THE SOLUTIONS identified above, and provide corrected plat and documents to Title 22 Consultants for final review. PLAT REVIEW Disclaimer Title 22 Consultants is not providing legal services or a legal opinion, and is not licensed to practice law in the State of Wyoming or any other state. Further, Title 22 Consultants is not providing any type of insurance service, or title insurance, and is not authorized to transact insurance in the State of Wyoming or any other state, and is not a licensed abstractor or title agent as set forth in Wyoming Statutes. Please consult an attorney or duly licensed title company if you have legal questions, or questions about the insurability of the land to subdivided pursuant to the proposed plat. Plat Review submitted by: 2.20.23 Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company		
	12/29/2022	FINAL REPORT		MIGRATION	
	02/10/2023	FIRE DEPARTMENT COMMENTS		MIGRATION	
	01/23/2023	COMPLETE REPORT		KPAGE@JACKSON WY.GOV	01/23/2023
	02/21/2023	RECORD DOCUMENTS		ALANGLEY@JACKSON WY.GOV	
	02/22/2023	POLICE DEPARTMENT COMMENTS		ALANGLEY@JACKSON WY.GOV	
	03/02/2023	PATHWAYS DEPARTMENT COMMENTS		MDOYLE@JACKSON WY.GOV	03/02/2023
	03/08/2023	PARKS AND RECREATION DEPARTMENT COMMENTS		KPAGE@JACKSON WY.GOV	03/08/2023
	01/04/2023	PUBLIC NOTICE		MIGRATION	02/15/2023
	01/23/2023	BUILDING DEPARTMENT COMMENTS		MIGRATION	02/15/2023
	02/06/2023	JOINT HOUSING DEPARTMENT COMMENTS		MIGRATION	02/15/2023
		INITIAL REPORT			
		DETERMINATION OF SUFFICIENCY			

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
		LEGAL DEPARTMENT COMMENTS			
		START DEPARTMENT COMMENTS			
		PC KEY ISSUES			
		TOWN COUNCIL MEETING			

FODOR LAW OFFICE, PC



February 24, 2023

Sent via email only

Town of Jackson
Planning Department
Email: Planning@jacksonwy.gov

Re: P22-298; Resubmittal of Condo Plat Materials for Mercill Avenue Condominiums

Dear Katelyn:

Please find enclosed the updated condo plat materials for the above-referenced plat in response to staff review and comments provided earlier this week, including:

- Updated Condo Plat
- Updated Declaration of Condominium
- Response to Staff Review and Comments from Nelson Engineering
- Updated Certificate of Mortgagee
- DRAFT Town of Jackson Sanitary Sewer Easement Agreement with Exhibits A & B

In addition to the responses provided by Nelson Engineering, I offer the following additional responses to staff comments and technical review.

- **Planning.** The 2 forms of the deed restrictions for this condo project, Special Restrictions for Workforce Ownership Housing and Special Restrictions for Workforce Condominium Rental Housing, were approved by the Town of Jackson in January. These will be recorded against the appropriate units concurrent with the condo plat.
- **Public Works—Declaration of Condo Comments**
 - 18. Please see the enclosed, updated Declaration of Condominium. We updated the definition of General Common Elements to specifically include utilities.
 - 19. Please see the enclosed, updated Declaration of Condominium. We added the requested language regarding stormwater lines and the sand/oil separator.
 - 20. Exhibit A has been updated to correct Unit 314 to 737 square feet (previously stated 727 square feet).
- **Title 22 Consultants.** An updated Certificate of Mortgagee is enclosed identifying the First Amendment to the mortgage instrument.

Thank you and please let me know if you have any questions.



Jill Arnold

Encl: Updated Condo Plat Package for P22-298

cc: Sue Karichner, *via email*
Tyler Davis, *via email*

SK/22-336

February 24, 2023

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

ATTN: Katelyn Page, Associate Planner

RE: P22-292, Mercill Avenue Condominiums

Dear Katelyn:

This letter accompanies the final plat with revisions prepared for the boundary adjustment referenced above.

Mercill Avenue Condominiums Addition to the Town of Jackson

In response to the comments of the County Surveyor, I make the following remarks:

- The plat has been updated with the comments from P22-292
- The Plat package shall be updated to have the correct sheets attached, no duplicates.
- A water rights note has been added to the plat.
- 6th P.M. has been added to the Vicinity Map
- Mailing address and phone number for the Owner and Subdivider has been added to the plat.
- The area outside of the building footprint has been labeled GCE along with its acreage/square footage.
- The monuments descriptions have been updated
- The surveyor's name has been corrected for LS 6447 to "Cedarholm"
- All vacated easements have been removed from the Certificate of Owners.
- Annotation for the foundation boundary has been added on sheets 3, 4,5 and 6.
- Basis of elevation has been added to Sheet 2 of 8 for the elevation reference point.
- The area for Unit 314 has been corrected on Sheet 1 to 737 sq ft.

In response to the comments of the Title 22 Consultants relative to the plat, I make the following remarks:

Recommendations:

- (1) Ownership/Vesting: Deed to Mercill partners, LLC shall be recorded prior to plat recordation.
- (2) All reference to Block 2 has been removed.
- (3) All reference to J.R. Jones has been corrected to Joseph R. Jones.
- (4) The GCE label has been added on the site plan for the area outside of the building footprint.

Comments/General Observation:

- (1) The vicinity map has been added to page 1.
- (2) Certificate of Owner:
 - Regarding the deed restrictions and RFOP, the deed restrictions for workforce ownership housing, workforce condominium rental housing and right of first purchase agreements statements have been added to the Certificate of Owners.
 - The trash enclosure statement has been added.
 - Silver Star has been corrected to state "*Silver Star Telephone Company, Inc.*"
- (3) Old Key Bank - no comment.

In response to the comments of the County Clerk relative to the plat, I make the following remarks:

- Riley Taylor's signature was missing "*Town*" before Clerk and it has been changed to *Town* Clerk in all references.
- Paul Anthony as Planning Director has been changed to *Town* Planning Director in all references.

Certificate of Owners:

- Reference to Silver Star easement Bk 809 pg. 424 has been corrected to Silver Star *Telephone Company, Inc.*
- The blank referencing the Joseph R. Jones Third Addition plat, shall be filled in before filing.
-

In response to the comments from the Planning Department, I make the following remarks:

- Boundary Adjustment P22-292 shall be approved prior to approval of this subdivision and filed prior to filing of this plat.
- Correct Park Exactions shall be paid prior to filing of plat.

In response to the comments of the Public Works relative to the plat, I make the following remarks:

General

- (1) There are a total of 8 sheets, a duplicate sheet was attached to the submittal causing the confusion.
- (2) Joseph R. Jones Third Addition, has been spelled out in the Title Block on all the sheets.
- (3) The Plat no. blank for Joseph R. Jones Third Addition shall be added once the plat is filed and before the Condominium Plat is filed.
- (4) The square footages have been checked and are correct, no change necessary.
- (5) The word Notes has been added on the Certificate Sheet and Site Plan above the notes.
- (6) All documents shall be filed in the correct order.
- (7) We shall review that all documents that are referencing the boundary adjustment plat are accurately shown and documented.

Certificate of Owner

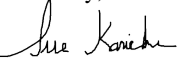
- (8) The statement has been added "*that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles*".
- (9) No known water rights are attached to the property that is being subdivided, a note has been added to the plat.
- (10) A statement has been added "*That access to inspect, repair, maintain, and replace the streetlight system including conduits, pull boxes, lighting fixtures, controls, metering, and electrical lines as granted to the Town of Jackson on Joseph R. Jones Third Addition Plat no. ____ is hereby reaffirmed.*"
- (11) A statement has been added "*That this subdivision is subject to a shared Trash and Recycling Enclosure Easement as described in that Declaration of Covenants, Conditions and Restrictions for Lots 18 and Lot 19 of the Joseph R. Jones Third Addition to the Town of Jackson, records of the office of the Teton County Clerk*"
- (12) A separate instrument shall be created for the sewer easement and a statement referencing the sewer easement has been added to the Certificate of Owners.
- (13) Statement regarding connection to Town of Jackson Stormwater system has been added.
- (14) Mercill Avenue does not have a designation of *West* Mercill Avenue anywhere, on a street sign, GIS or anywhere I can find, the street is called Mercill Avenue.

Plat Sheets

- (15) Bearing and distances have been added to the Access and Utility Easement, Qwest Easement and LVE easement.
- (16) Notes: This Subdivision is connected to the Town of Jackson Stormwater System has been added.
- (17) North arrow and scale have been added to the plan sheets.

I believe this address all the comments and requirements applicable to the plat map. Please call me if you have any questions or concerns.

Sincerely,



Sue Karichner
Encl.

S:\Proj\2023\206_105_Mercill - Condo Plat - Tyler Davis\Condo Plat\A\Drawing\SITE PLANNING CERTIFICATED - Feb 24 2023 10:09:38 an PLOTTED BY: Jarchiver BUG FORMAT 241

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton)ss
Town of Jackson)

The foregoing Subdivision, **Mercill Avenue Condominiums Addition to the Town of Jackson**, was approved at the regular meeting of the Jackson Town Council on the _____ day of _____, 2023 in accordance with Section 15-1-415 Wyoming Statutes.

Attest: Town of Jackson

Riley Taylor, Town Clerk Hailey Morton Levinson, Mayor

Brian T. Lenz, Town Engineer Paul Anthony, Town Planning Director

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, Mayor, this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public My commission expires:_____

The foregoing instrument was acknowledged before me by Riley Taylor, Town Clerk this _____ day of _____, 2023.

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 _____, 2023.

Witness my hand and official seal.

Notary Public My commission expires:_____

The foregoing instrument was acknowledged before me by Paul Anthony, Town Planning Director, this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public My commission expires:_____

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)ss

I, Lucas D. Rudolph, hereby certify, to the best of my knowledge and belief:

That by authority of the owners I have subdivided the lands shown on this plat to be known as **MERCILL AVENUE CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON**.

That this subdivision is identical with and described as Lot 19 of Joseph R. Jones Third Addition to the Town of Jackson, Plat No. _____ and located in the NE1/4 SE1/4, Section 28, T41N, R116W, 6th P.M., Town of Jackson, Teton County, Wyoming.

That this plat was made from the notes of surveys made by me, or under my direction, from architectural drawings, and from records in the Office of the Teton County Clerk;

That all dimension and areas are correctly shown;

That all corners are monumented as shown hereon.

Lucas D. Rudolph, Wyoming Professional Land Surveyor 15442

The foregoing instrument was acknowledged before me by Lucas D. Rudolph this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public My commission expires:_____

CERTIFICATE OF MORTGAGEE

Bank of Jackson Hole, a Wyoming Banking Corporation
A Division of National Bank Holdings Corporation

Certificate of Mortgagee by separate affidavit

CERTIFICATE OF OWNERS

State of Wyoming)
County of Teton)ss
County of Teton)

The undersigned owners and proprietors of the lands shown hereon hereby certify:

That the foregoing subdivision of land as shown hereon and described in the Certificate of Surveyor hereon is with their free consent and in accordance with the desires of the undersigned owners and proprietors;

That the name of the subdivision shall be **MERCILL AVENUE CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON**;

That this subdivision is hereby dedicated for condominium ownership, as recognized in accordance with Wyoming Statutes, Sections 34-20-101 through 34-20-104;

That access to the subdivision is from Mercill Avenue and N. Glenwood Street;

That this subdivision is subject to that Declaration of Condominium for **MERCILL AVENUE CONDOMINIUMS** to be recorded concurrently with this plat;

That ownership of a condominium unit of this subdivision shall consist of a fee simple estate in an individual air space unit as shown on this plat together with an undivided fee simple interest in the common elements (GCE and LCE) as defined in said "Declaration of Condominium" to be recorded concurrently with this plat;

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 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 subdivisions, including, but not limited to, grading, installation, infrastructure, landscaping, utilities and roadway 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 the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to create further easements for utility purposes within the foregoing subdivision;

That an access and utility easement is hereby granted to Lower Valley Energy and their heirs, successors, and assigns, along the Access & Utility Easement shown hereon for the construction, operation, maintenance, and repair of utility facilities, including underground and reasonable associated above-ground appurtenances;

That this subdivision is subject to those easements to Silver Star Telephone Company, Inc. as described in Book 809, page 424, and Book 810, page 723, records of Said Office;

That this subdivision is subject to that easement to Lower Valley Energy, as described in Document No. 1013777, records of Said Office;

That this subdivision is subject to that easement agreement to Qwest Corporation, d/b/a/ CenturyLink QC, as described in Document 1031645, records of Said Office;

That this subdivision is subject to that Access and Utility Easement as shown on Joseph R. Jones Third Addition to the Town of Jackson, Plat No. _____ and as described in that Declaration of Covenants, Conditions and Restrictions for Lots 18 and 19 of the Joseph R. Jones Third Addition to the Town of Jackson, Document No. _____, records of Said Office;

That this subdivision is subject to that Declaration of Covenants, Conditions and Restrictions for Lots 18 and 19 of the Joseph R. Jones Third Addition to the Town of Jackson, Document No. _____, records of Said Office;

That certain residential units within this subdivision are subject to Special Restrictions for Workforce Ownership Housing located at 105 Mercill Avenue to be recorded concurrently with this plat;

That certain residential units within this subdivision are subject to Special Restrictions for Workforce Condominium Rental Housing located at 105 Mercill Avenue to be recorded concurrently with this plat;

That certain residential units within this subbdivision are subject to that Right of First Purchase Agreement (Mercill Avenue Condominiums) to be recorded concurrently with this plat;

That this subdivision is subject to a shared Trash and Recycling Enclosure Easement as described in that Declaration of Covenants, Conditions and Restrictions for Lots 18 and Lot 19 of the Joseph R. Jones Third Addition to the Town of Jackson, Plat No. _____, records of Said Office;

That this subdivision is connected to the Town of Jackson stormwater system through a sand/oil separator. The sand/oil separator is maintained by the Mercil Condominium Owners Association as described in the Declaration of Condominium for Mercill Avenue Condominiums recorded contemporaneously herewith.

That access to sewer and water facilities, including pipelines, manholes, meters and valves, is hereby granted to the Town of Jackson;

That this subdivision is subject to a sewer easement granted to the Town of Jackson pursuant to that Town of Jackson Sanitary Sewer Easement Agreement, Document number _____, records of Said Office;

That access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles;

That access to inspect, repair, maintain, and replace the streetlight system including conduits, pull boxes, lighting fixtures, controls, metering, and electrical lines as granted to the Town of Jackson on Joseph R. Jones Third Addition Plat No. _____ is hereby reaffirmed.

That Lot 19 of Joseph R. Jones Third Addition to the Town of Jackson, Plat no._____, as recorded in the Office of the Teton County Clerk, is hereby vacated in accordance with the Town of Jackson Land Development Regulations, Article VII, Division 7.2 and Sections 34-12-106 through 110, Wyoming Statutes, 1977, as amended, and the Clerk is respectfully requested to write "vacated" across said lot, they being reconfigured as shown hereon;

That the seller does not warrant to purchaser that he or she shall have any rights to the continued natural flow of any stream or river within or adjacent to the subdivision;

That Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river to persons living on the bank of the stream or river;

That all rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released;

That this subdivision is subject to rights-of-way, easements, restrictions, reservations, and conditions, of sight or of record, including but not limited to those shown hereon.

Mercill Partners LLC, A Wyoming limited liability company

Its: Manager, Tyler Davis

State of Wyoming)
)ss.
County of Teton)

The foregoing instrument was acknowledged before me by Tyler Davis, Manager, Mercill Partners LLC, a Wyoming. limited liability company, this _____ day of _____, 2023.

Witness my hand and official seal.

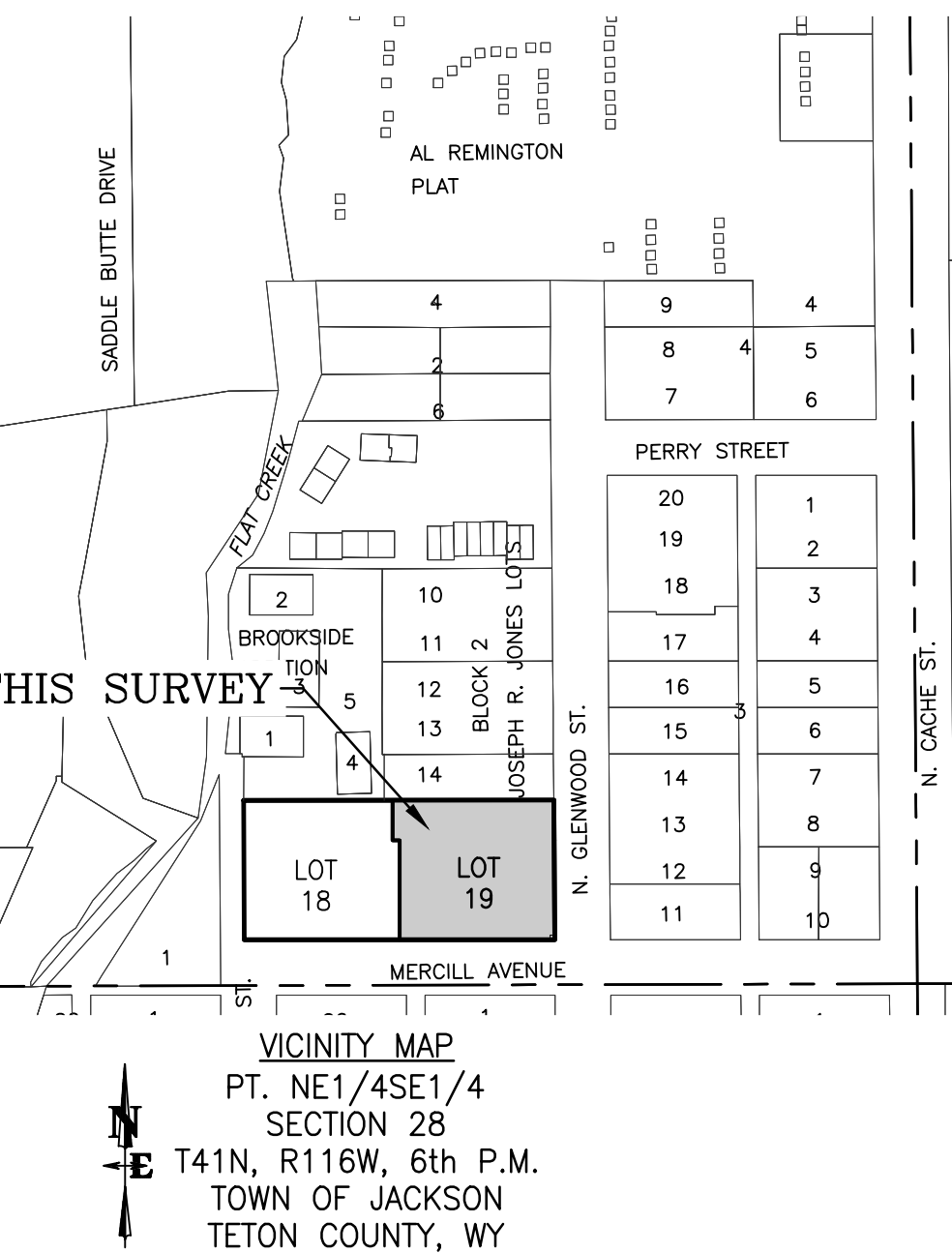
Notary Public

Owner(s) and Subdivider(s):

Mercill Partners LLC,
a Wyoming limited liability company
P.O. Box 12111
1140 Highway 22
Jackson, Wyoming 83001
407-952-1735

Surveyor:

Nelson Engineering
P.O. Box 1599
Jackson, Wyoming, 83001
307-733-2087



TOTAL ACREAGE: 0.58 ACRES (25,317 sq. ft.)

AREA OUTSIDE BUILDING FOOTPRINT: 0.144 ACRES (6,343 sq. ft.)
AREA WITHIN BUILDING FOOTPRINT: 0.436 ACRES (18,974 sq. ft.)

NUMBER OF COMMERCIAL UNITS: 4
NUMBER OF RESIDENTIAL UNITS: 30
TOTAL NUMBER OF CONDOMINIUM UNITS: 34

NUMBER OF UNITS PER ACRE: 0.017

SUBMITTAL DATE: 12/28/2022

FINAL SUBMITTAL DATE: 2/23/2023

SQUARE FOOTAGE OF CONDOMINIUM UNITS

COMMERCIAL UNIT

UNIT 101: 1,149 sq. ft.
UNIT 102: 2,257 sq. ft.
UNIT 103: 1,752 sq. ft.
UNIT 104: 1,683 sq. ft.

RESIDENTIAL UNITS

UNIT 201: 737 sq. ft.
UNIT 202: 831 sq. ft.
UNIT 203: 799 sq. ft.
UNIT 204: 838 sq. ft.
UNIT 205: 498 sq. ft.
UNIT 206: 501 sq. ft.
UNIT 207: 507 sq. ft.
UNIT 208: 718 sq. ft.
UNIT 209: 502 sq. ft.
UNIT 210: 502 sq. ft.
UNIT 211: 503 sq. ft.
UNIT 212: 498 sq. ft.
UNIT 213: 630 sq. ft.
UNIT 214: 678 sq. ft.
UNIT 215: 1,014 sq. ft.
UNIT 216: 736 sq. ft.

RESIDENTIAL UNITS

UNIT 301: 937 sq. ft.
UNIT 302: 493 sq. ft.
UNIT 303: 492 sq. ft.
UNIT 304: 491 sq. ft.
UNIT 305: 875 sq. ft.
UNIT 306: 498 sq. ft.
UNIT 307: 501 sq. ft.
UNIT 308: 721 sq. ft.
UNIT 309: 792 sq. ft.
UNIT 310: 778 sq. ft.
UNIT 311: 781 sq. ft.
UNIT 312: 787 sq. ft.
UNIT 313: 1,187 sq. ft.
UNIT 314: 737 sq. ft.

NOTES:

THIS SUBDIVISION IS CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY AND SEWAGE COLLECTION AND TREATMENT SYSTEMS

THIS SUBDIVISION IS CONNECTED TO THE TOWN OF JACKSON STORM WATER SYSTEM.

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISIONS, EXCEPT AS PERMITTED BY THE TOWN OF JACKSON.

NO PUBLIC MAINTENANCE OF STREETS OR ROADS IN THIS SUBDIVISION

SELLER DOES NOT WARRANT TO PURCHASER THAT HE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION.

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF A STREAM OR RIVER TO PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER.

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

THERE ARE NO MAPPED ACTIVE CLASS A OR B FAULTS ON OR WITH 200 FEET ACCORDING TO USGS SEISMIC HAZARD MAPPING CURRENT AT THE TIME OF THE SURVEY.

NO KNOWN WATER RIGHTS APPURTENANT TO THIS SUBDIVISION. WATER RIGHTS MAY BE ALTERED OVER TIME, FOR INFORMATION ON WATER RIGHTS APPURTENANT TO THE LANDS OF THIS SUBDIVISION AFTER THE DATE OF RECORDATION OF THIS PLAT REFER TO THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE.

Mercill Avenue Condominiums Addition to the Town of Jackson

Being identical with
Lot 19
of Joseph R. Jones Third Addition to the
Town of Jackson, Plat No. _____

located within the
NE 1/4 SE 1/4,
Section 28,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DRAWING NO	JOB TITLE	DRAWING TITLE	DATE	REV	2/23/23	per reviews
1 of 8	MERCILL PARTNERS, LLC	CERTIFICATE SHEET	SURVEYED	NE	-	
JOB NO	105 MERCILL AVENUE		ENGINEERED		SK	
22-836	LOT 19, JOSEPH R. JONES THIRD ADDITION		DRAWN		LR	
			CHECKED		LR	
			APPROVED		LR	

S:\Proj\2023\206_105 Mercill - Condo Plat - Tyler Davis\Condo Plat\A\Drawing\SITE PLAN.dwg - Feb 24 2023 12:43:40 pm PLOTTED BY: hschneider DWG ID: 241

BROOKSIDE
CONDOMINIUMS
PLAT NO. 1088

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°56'43"W	24.78
L2	N89°56'43"E	24.80
L3	N00°03'17"W	16.60
L4	N53°49'47"W	14.61
L5	N00°05'32"W	135.83
L6	N89°54'28"E	14.57
L7	N00°05'32"W	5.51
L8	S89°56'46"W	24.57
L9	S00°05'32"E	146.43
L10	S53°49'47"E	5.99
L11	N90°00'00"E	16.95

LVE EASEMENT
DOC. 1013777

QWEST EASEMENT
DOC. 1031645

PT. LOT 14
BLOCK 2
JOSEPH R. JONES ADDITION
PLAT NO. 113

GCE- 0.144 AC. (6,343 SF)

QWEST EASEMENT
DOC. 1031645

ACCESS & UTILITY EASEMENT
PER PLAT ____ & DOC. ____

LOT 19
JOSEPH R. JONES THIRD ADDITION
PLAT NO. ____
0.58 AC (25,317 sf)

Building footprint and common
areas
0.436 ac. (18,974 sf)

LOT 18
JOSEPH R. JONES THIRD
ADDITION
PLAT NO. ____

CENTERLINE OF 30
FOOT WIDE SEWER
EASEMENT
DOC. NO. ____

60' AS SHOWN
ON PLAT 113

MERCILL AVENUE

134.98'
tie to Qwest
Easement

RAMP
ENTRANCE

5'X5' SILVER STAR
EASEMENT BK 809
P424, BK 810 P723

BASIS OF ELEVATION
6221.60'

N 00°05'32" W, 135.83'

S 00°18'37" E, 150.12'

N 50°02'12" E, 8.46' TIE

N 89°56'43" E, 173.69'

S 89°54'28" W, 139.69'

N 90°00'00" W
7.50'

N 00°00'00" E, 42.95'

16.6' WIDE
LVE EASEMENT
DOC. 1013777

19.5'

12.0'

N 00°00'00" E, 107.00'

L9

QWEST EASEMENT
DOC. 1031645

15.0'

30.0'

15.0'

L11

L14

N 90°00'00" E, 167.00' BASIS OF BEARING

N 89°54'28" E, 139.69'

RAMP
ENTRANCE

60'
AS SHOWN ON
PLAT 113

N. GLENWOOD STREET

LEGEND

- = PARCEL PROPERTY LINE
- - - = FOUNDATION/FOOTPRINT
- - - = EXISTING EASEMENT
- - - = ADJOINING PROPERTY LINE
- ▨ = CONCRETE
- ▨ = ACCESS AND UTILITY EASEMENT
- ⊕ = FOUND T-STAKE WITH CHROME CAP INSCRIBED "SCHERBEL LS 164"
- ◆ = FOUND 5/8" REBAR WITH 2" DIA. ALUMINUM CAP INSCRIBED "PIERSON LS 3831"
- ⊗ = FOUND 5/8" REBAR WITH ALUMINUM CAP INSCRIBED "CEDARHOLM LS 6447"
- △ = FOUND 2" X 1/4" NAIL WITH 1.5" ALUMINUM WASHER INSCRIBED "PLS 15442"
- ▲ = SET 5/8" x 24" REBAR WITH 1.5" DIA. ALUMINUM CAP INSCRIBED "PLS 15442"

NOTES:

THIS SUBDIVISION IS CONNECTED TO THE TOWN OF JACKSON
WATER SUPPLY AND SEWAGE COLLECTION AND TREATMENT SYSTEMS

THIS SUBDIVISION IS CONNECTED TO THE TOWN OF JACKSON STORM
WATER SYSTEM.

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EXCEPT AS PERMITTED BY THE TOWN OF JACKSON.

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THERE ARE NO MAPPED ACTIVE CLASS A OR B FAULTS ON OR WITH 200
FEET ACCORDING TO USGS SEISMIC HAZARD MAPPING CURRENT AT THE
TIME OF THE SURVEY.

NO KNOWN WATER RIGHTS APPURTENANT TO THIS SUBDIVISION. WATER
RIGHTS MAY BE ALTERED OVER TIME. FOR INFORMATION ON WATER RIGHTS
APPURTENANT TO THE LANDS OF THIS SUBDIVISION AFTER THE DATE OF
RECORDATION OF THIS PLAT REFER TO THE RECORDS OF THE WYOMING
STATE ENGINEER'S OFFICE.

Mercill Avenue Condominiums Addition to the Town of Jackson

Being identical with
Lot 19
of Joseph R. Jones Third Addition to the
Town of Jackson, Plat No. ____

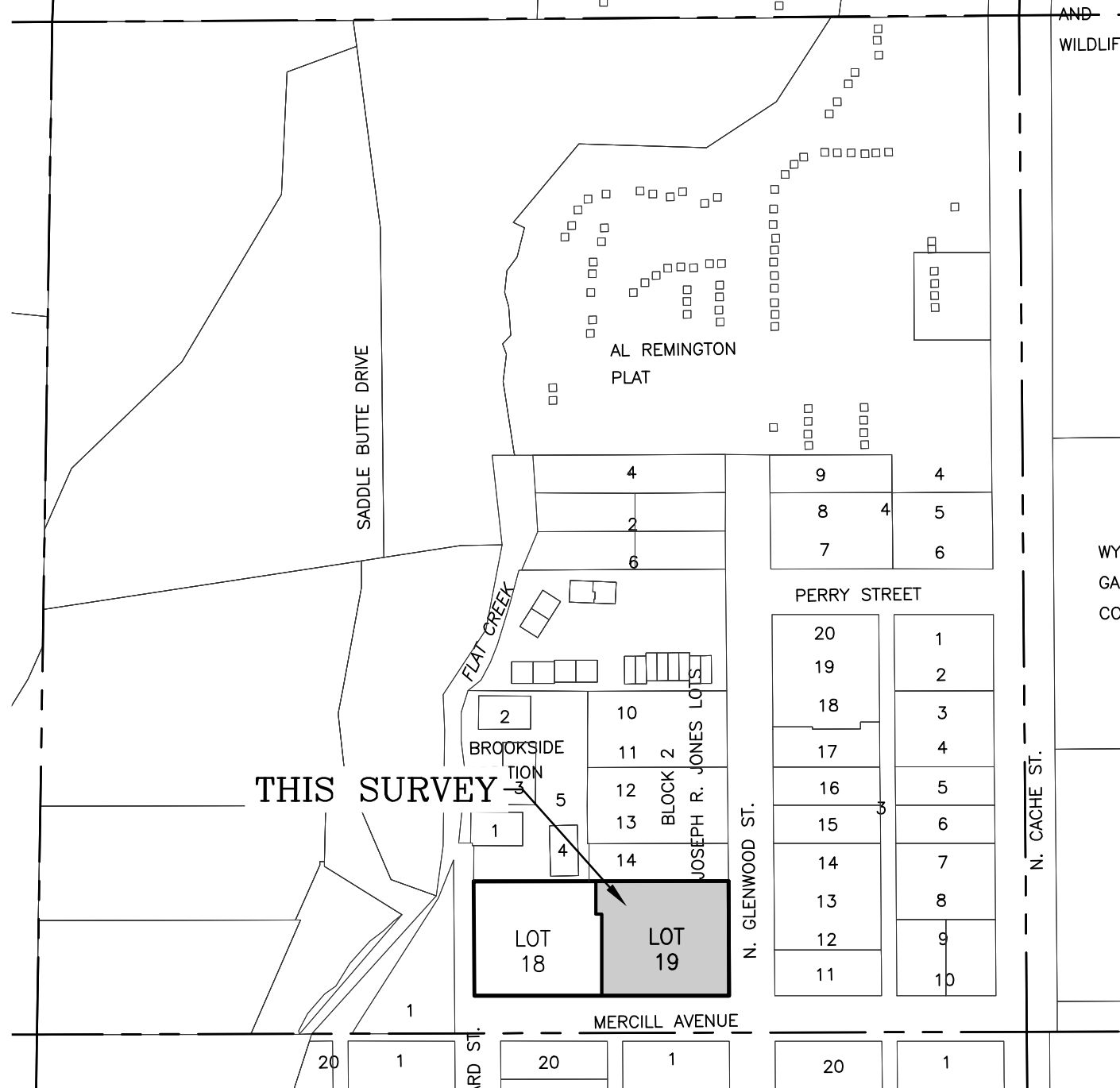
located within the
NE 1/4 SE 1/4,
Section 28,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

Owner(s) and Subdivider(s):

Mercill Partners LLC,
a Wyoming limited liability company
P.O. Box 12111
1140 Highway 22
Jackson, Wyoming 83001
407-952-1735

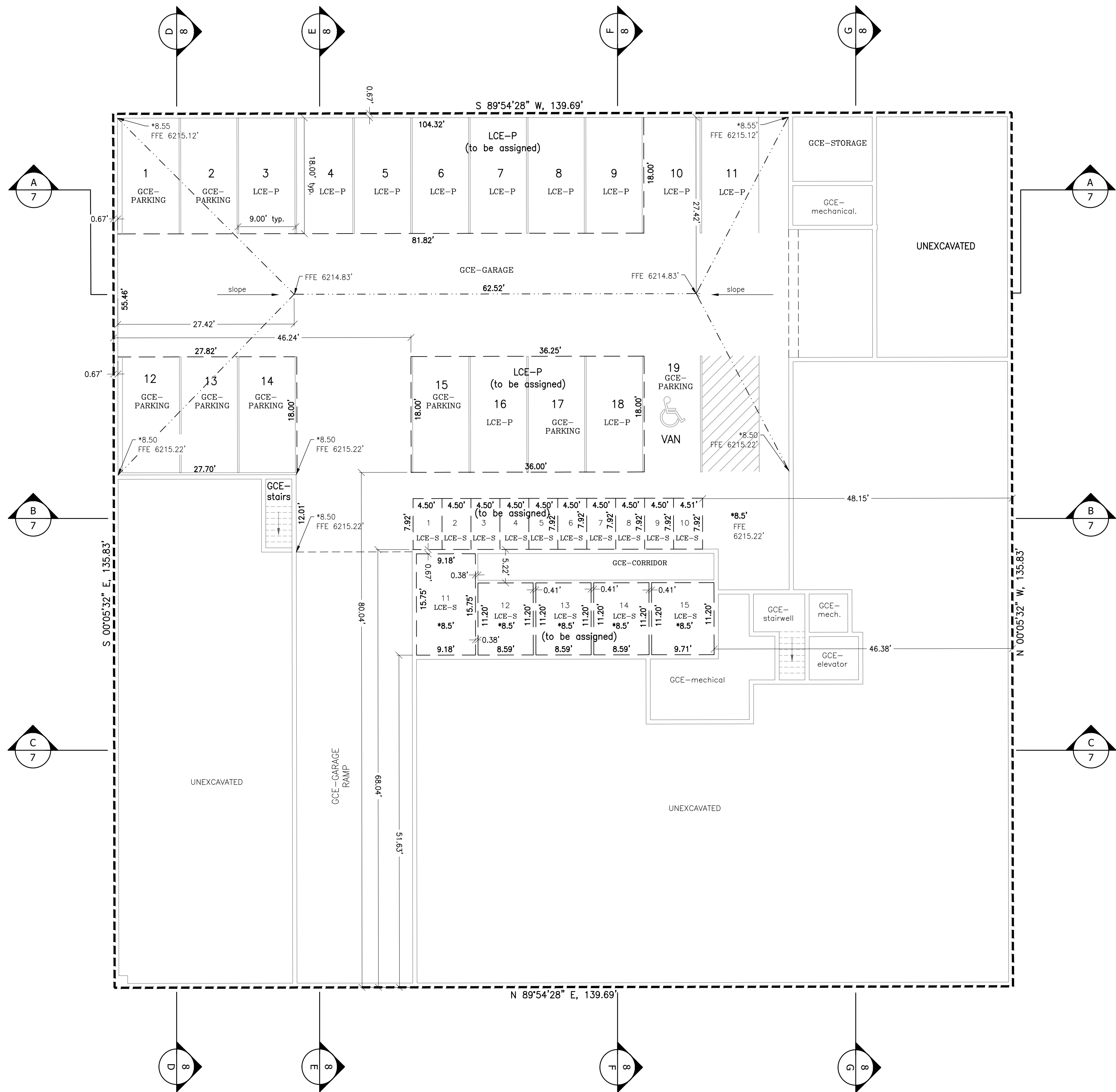
Surveyor:

Nelson Engineering
P.O. Box 1599
Jackson, Wyoming, 83001
307-733-2087



VICINITY MAP
NE1/4SE1/4
SECTION 28
T41N, R116W, 6th P.M.
TOWN OF JACKSON
TETON COUNTY, WY

DRAWING NO 2 OF 8	JOB TITLE MERCILL PARTNERS, LLC 105 MERCILL AVENUE LOT 19, JOSEPH R. JONES THIRD ADDITION	DRAWING TITLE SITE PLAN	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087					DATE	12/02/2022	REV. 2/23/23 per reviews
	JOB NO 22-336		SURVEYED ENGINEERED DRAWN CHECKED APPROVED	NE - SK LR LR						



Mercill Avenue Condominiums
Addition to the Town of Jackson

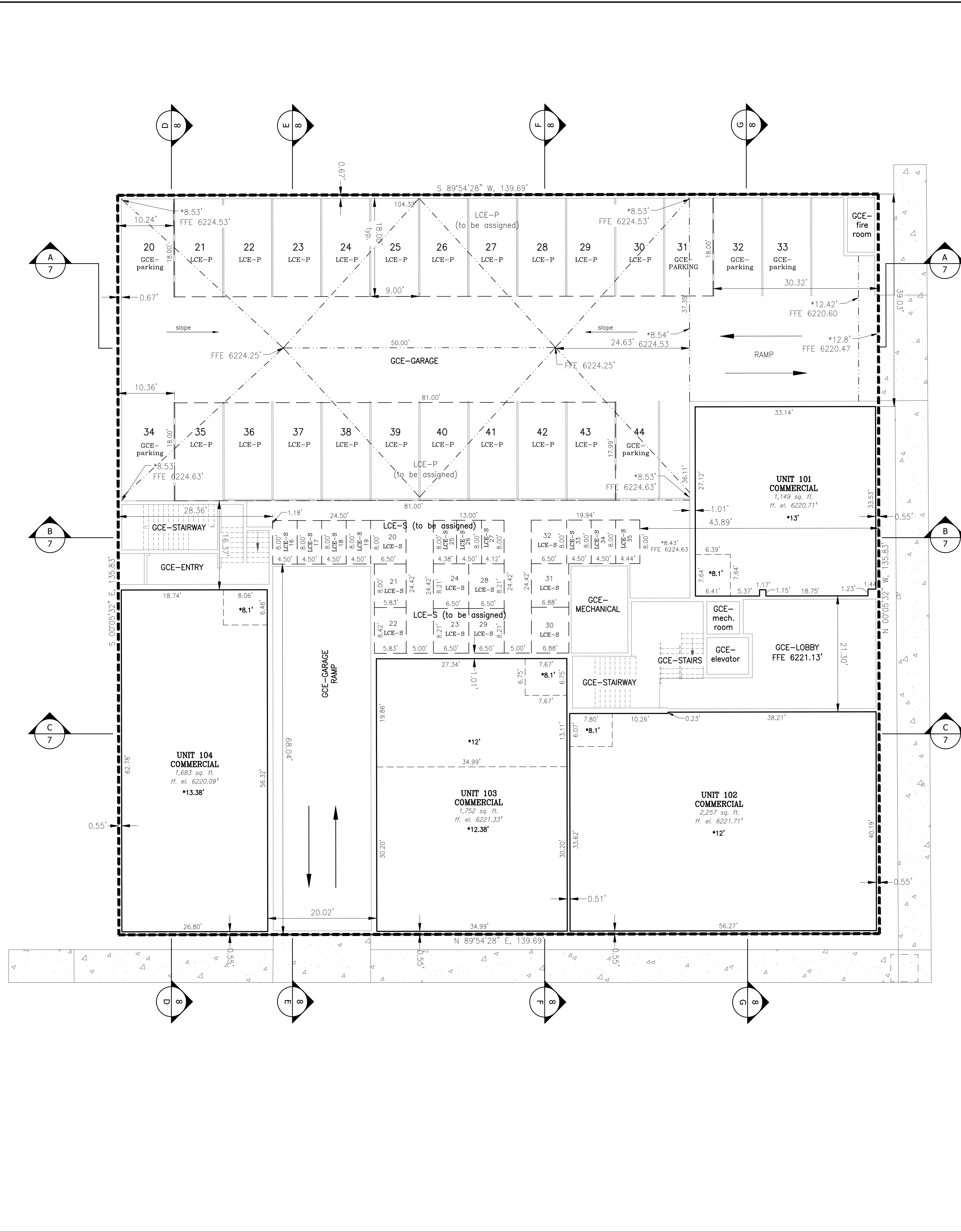
Being identical with
Lot 19
of Joseph R. Jones Third Addition to the
Town of Jackson, Plat No. ____

located within the
NE 1/4 SE 1/4,
Section 28,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

- LEGEND
- NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104 and the definitions contained within the Declaration of Condominium recorded concurrently with this plat.
- Unit Boundary/Wall Line
 - General Common Element
 - Limited Common Element to Unit
 - Building foundation line as shown on Sheet 2 of this plat
 - Change in floor elevation
 - Change in ceiling height
 - *10.0' = Ceiling height above floor elevation
 - FFE = Finish Floor elevation (varies)
 - GCE = General Common Element
 - LCE = Limited Common Element
 - LCE-D = Limited Common Element Deck
 - LCE-R = Limited Common Element Residential
 - LCE-P = Limited Common Element Parking
 - LCE-S = Limited Common Element Storage

- NOTES:
- The plan views and sections were prepared from architectural plans and from actual measurements.
 - Measurement tolerances are for the purpose of correlation and are not necessarily the building tolerances. In the event of discrepancies between measurements and the constructed building, the physical location of the walls, ceilings, and floors comprise the unit boundaries.

DRAWING NO 3 OF 8		JOB TITLE MERCILL PARTNERS, LLC 105 MERCILL AVENUE LOT 19, JOSEPH R. JONES THIRD ADDITION	DRAWING TITLE BASEMENT FLOOR PLAN	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087			DATE 12/02/2022	REV. 2/23/23 per reviews
JOB NO 22-336				SURVEYED	ENGINEERED	NE		
				DRAWN	SK	SK		
				CHECKED	LR	LR		
				APPROVED	LR	LR		



LEGEND

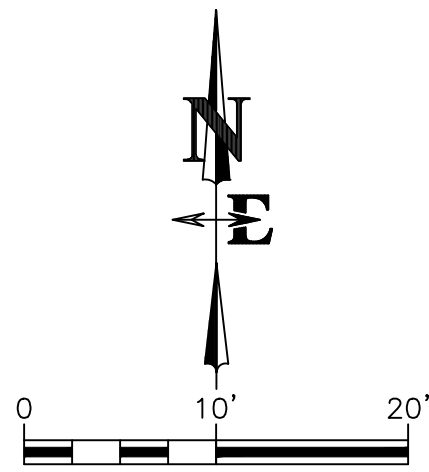
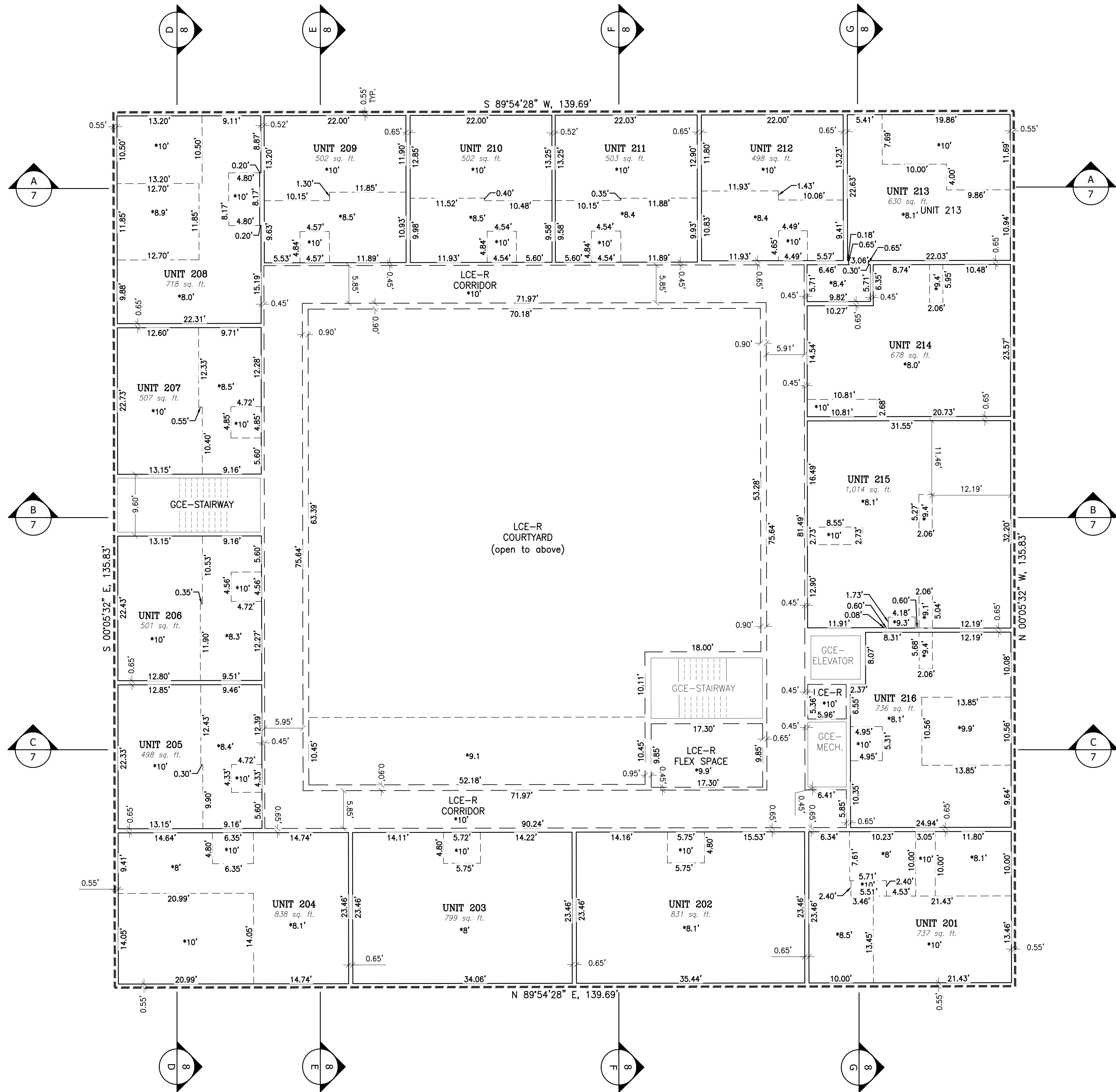
The following terminology is in accordance with the Condominium
 Ship Act, Wyoming Statutes, Section 34-20-101 through
)-104 and the definitions contained within the Declaration of
 minium recorded concurrently with this plat.

—————	= Unit Boundary/Wall Line
—————	= General Common Element
- - - - -	= Limited Common Element to Unit
=====	= Building foundation line as shown on Sheet 2 of this p
.....	= Change in floor elevation
-----	= Change in ceiling height
*10.0'	= Ceiling height above floor elevation
FFE	= Finish Floor elevation (varies)
GCE	= General Common Element
LCE	= Limited Common Element
LCE-D	= Limited Common Element Deck
LCE-R	= Limited Common Element Residential
LCE-P	= Limited Common Element Parking
LCE-S	= Limited Common Element Storage

:
 plan views and sections were prepared from architectural plans and from
 measurements.

asurement tolerances are for the purpose of correlation and are not
 arily the building tolerances. In the event of discrepancies between
 rements and the constructed building, the physical location of the walls,
 s, and floors comprise the unit boundaries.

DRAWING NO 4 OF 8		JOB TITLE MERCILL PARTNERS, LLC 105 MERCILL AVENUE LOT 19, JOSEPH R. JONES THIRD ADDITION	DRAWING TITLE FIRST FLOOR PLAN	 NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	12/02/2022	REV.
JOB NO 22-336					SURVEYED NE	2/23/23	per reviews
				ENGINEERED -			
				DRAWN SK			
				CHECKED LR			
				APPROVED LR			



- LEGEND
- NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104 and the definitions contained within the Declaration of Condominium recorded concurrently with this plat.
- = Unit Boundary/Wall Line
 - = General Common Element
 - - - = Limited Common Element to Unit
 - - - - - = Building foundation line as shown on Sheet 2 of this plat
 - . - . - . = Change in floor elevation
 - - - - - = Change in ceiling height
 - *10.0' = Ceiling height above floor elevation
 - FFE 6234.54 = Second Floor elevation
 - GCE = General Common Element
 - LCE = Limited Common Element
 - LCE-D = Limited Common Element Deck
 - LCE-R = Limited Common Element Residential
 - LCE-P = Limited Common Element Parking
 - LCE-S = Limited Common Element Storage

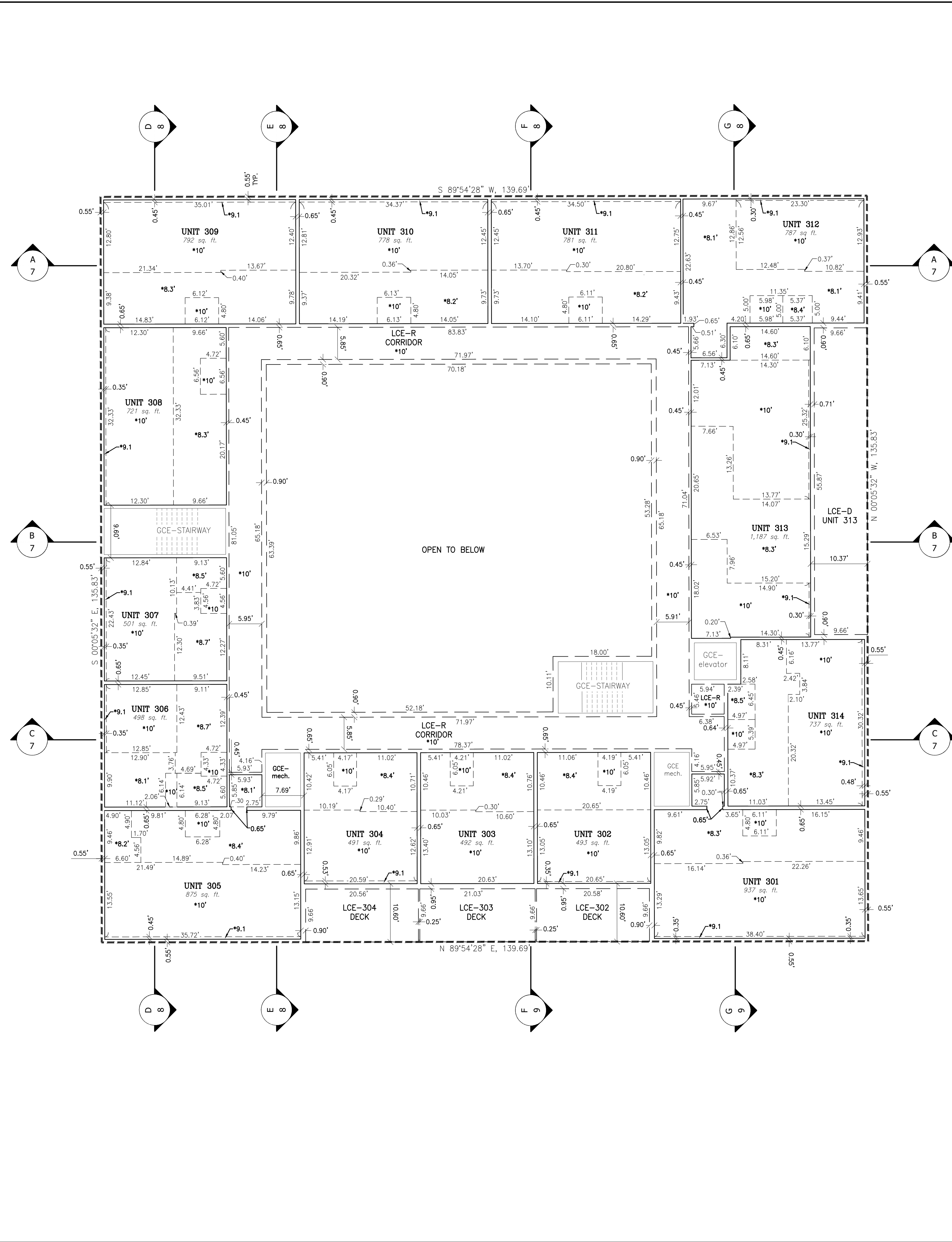
Mercill Avenue Condominiums
Addition to the Town of Jackson

Being identical with
Lot 19
of Joseph R. Jones Third Addition to the
Town of Jackson, Plat No. ____

located within the
NE 1/4 SE 1/4,
Section 28,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DRAWING NO	JOB TITLE	DRAWING TITLE		DATE	REV
5 OF 8	MERCILL PARTNERS, LLC	SECOND FLOOR PLAN		SURVEYED	2/23/23
	105 MERCILL AVENUE			ENGINEERED	per reviews
22-336	LOT 19, JOSEPH R. JONES THIRD ADDITION			DRAWN	SK
				CHECKED	LR
				APPROVED	LR
NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087					

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



located within the
NE 1/4 SE 1/4,
Section 28,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

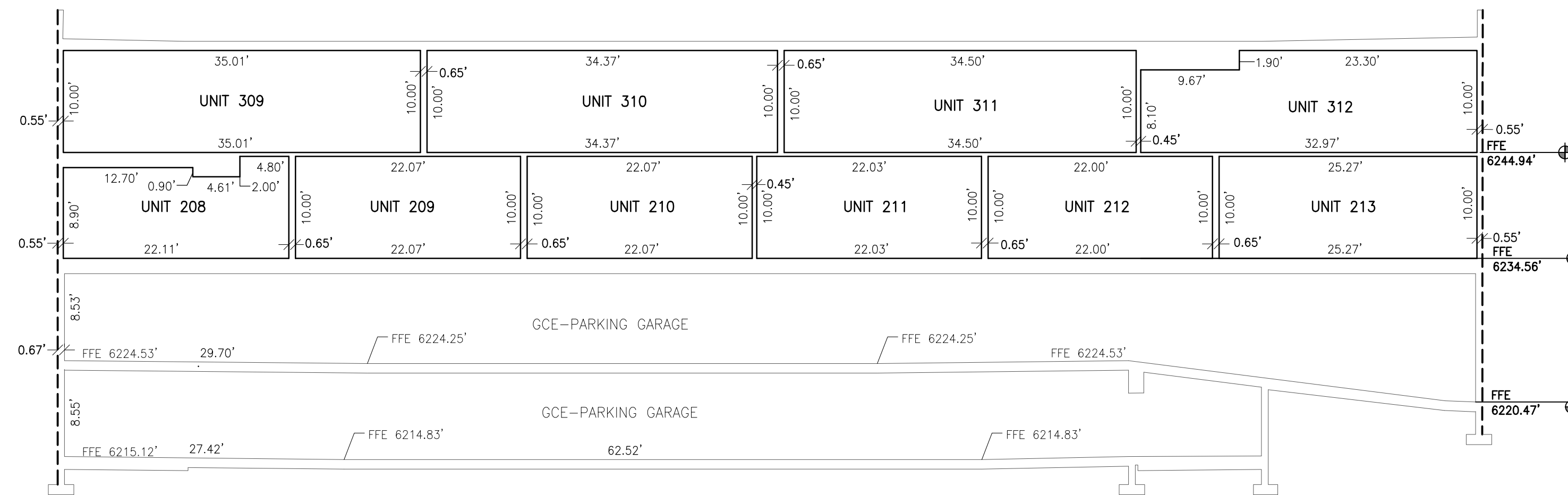
LEGEND

	= Unit Boundary/Wall Line
	= General Common Element
	= Limited Common Element to Unit
	= Building foundation line as shown on Sheet 2 of this plan
	= Change in floor elevation
	= Change in ceiling height
	*10.0' = Ceiling height above floor elevation
FFE 6244.92	= Third Floor elevation
GCE	= General Common Element
LCE	= Limited Common Element
LCE-D	= Limited Common Element Deck
LCE-R	= Limited Common Element Residential
LCE-P	= Limited Common Element Parking
LCE-S	= Limited Common Element Storage

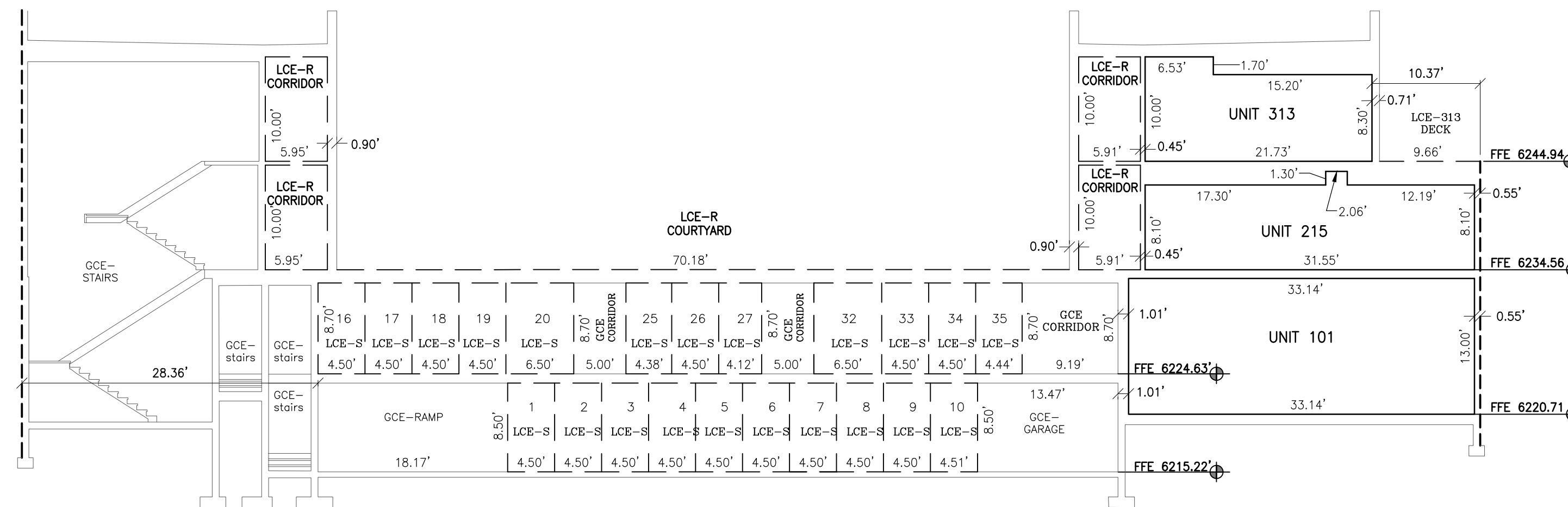
NOTES:

1. The plan views and sections were prepared from architectural plans and from actual measurements.
2. Measurement tolerances are for the purpose of correlation and are not necessarily the building tolerances. In the event of discrepancies between measurements and the constructed building, the physical location of the walls, ceilings, and floors comprise the unit boundaries.

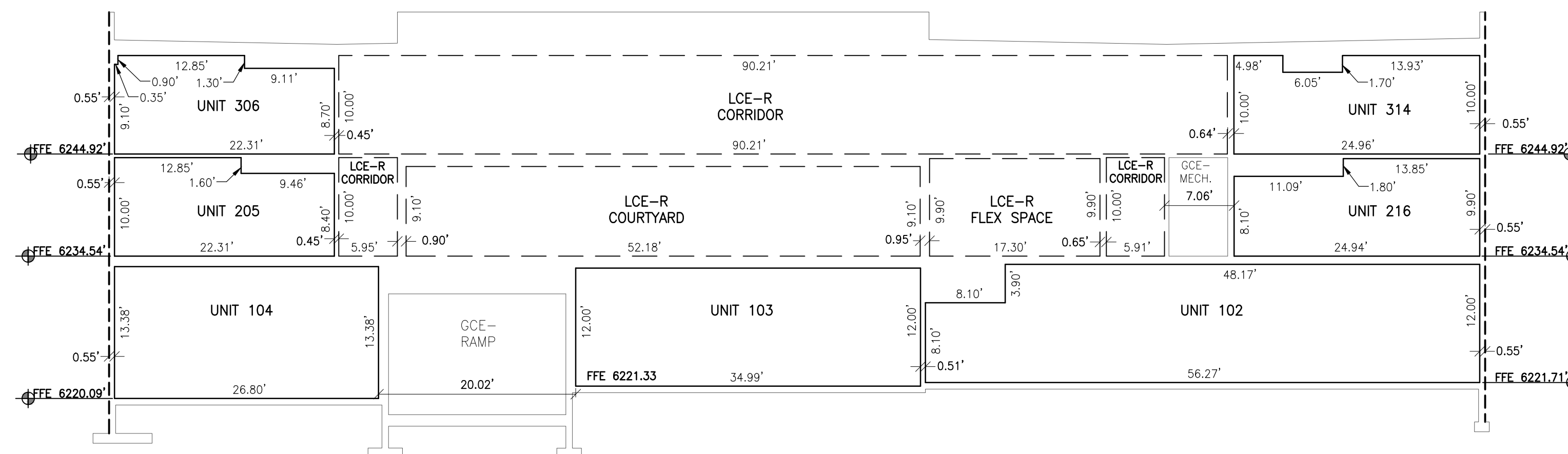
DRAWING NO 6 OF 8	JOB TITLE MERCILL PARTNERS, LLC 105 MERCILL AVENUE LOT 19, JOSEPH R. JONES THIRD ADDITION	DRAWING TITLE THIRD FLOOR PLAN	 P.O. BOX 1599, JACKSON WYOMING (307) 733-2087 <table><tr><th>DATE</th><th>12/02/2022</th><th>REV.</th></tr><tr><td>SURVEYED</td><td>NE</td><td>2/23/23 per reviews</td></tr><tr><td>ENGINEERED</td><td>-</td><td></td></tr><tr><td>DRAWN</td><td>SK</td><td></td></tr><tr><td>CHECKED</td><td>LR</td><td></td></tr><tr><td>APPROVED</td><td>LR</td><td></td></tr></table>	DATE	12/02/2022	REV.	SURVEYED	NE	2/23/23 per reviews	ENGINEERED	-		DRAWN	SK		CHECKED	LR		APPROVED	LR	
DATE	12/02/2022	REV.																			
SURVEYED	NE	2/23/23 per reviews																			
ENGINEERED	-																				
DRAWN	SK																				
CHECKED	LR																				
APPROVED	LR																				
JOB NO 22-336																					



SECTION A
Scale: 1" = 10'



SECTION B
Scale: 1" = 10'



SECTION C
Scale: 1" = 10'

LEGEND

NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104 and the definitions contained within the Declaration of Condominium recorded concurrently with this plat.

- _____ = Unit Boundary/Wall Line
 _____ = General Common Element
 - - - - - = Limited Common Element to Unit
 - - - - - = Building foundation line as shown on Sheet 2 of this plot
 - - - - - = Change in floor elevation
 - - - - - = Change in ceiling height
 *10.0' = Ceiling height above floor elevation
 FFE = Finish floor elevation
 GCE = General Common Element
 LCE = Limited Common Element
 LCE-D = Limited Common Element Deck
 LCE-R = Limited Common Element Residential
 LCE-P = Limited Common Element Parking
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NOTES:

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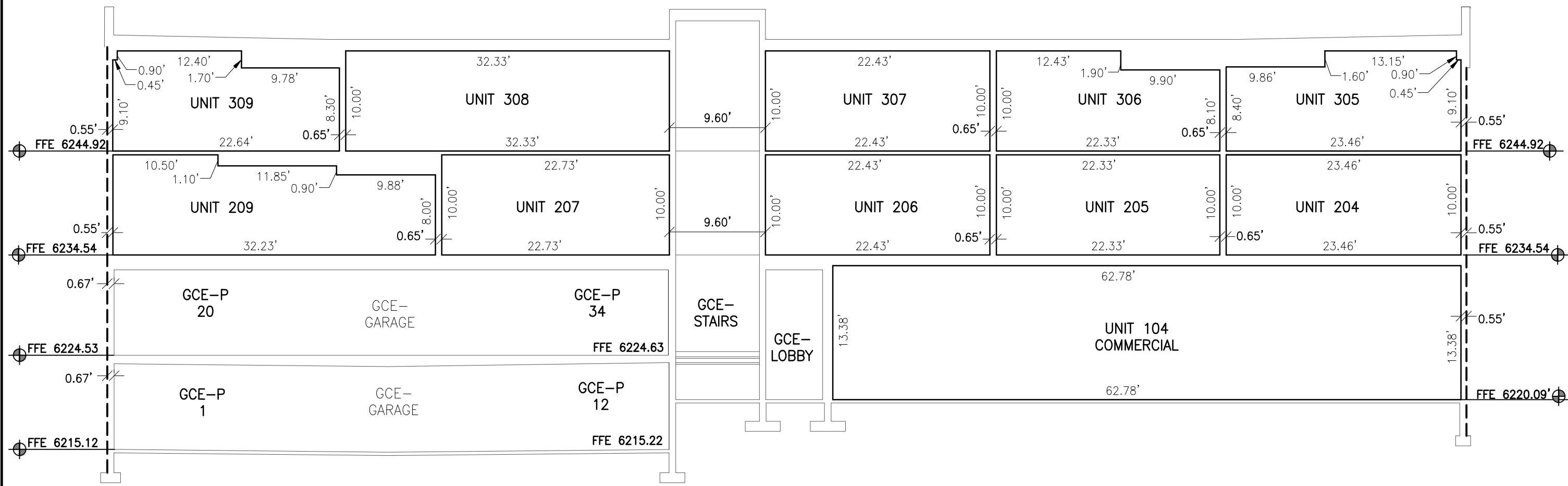
Mercill Avenue Condominiums
Addition to the Town of Jackson

Being identical with
Lot 19
of Joseph R. Jones Third Addition to the
Town of Jackson, Plat No. ____

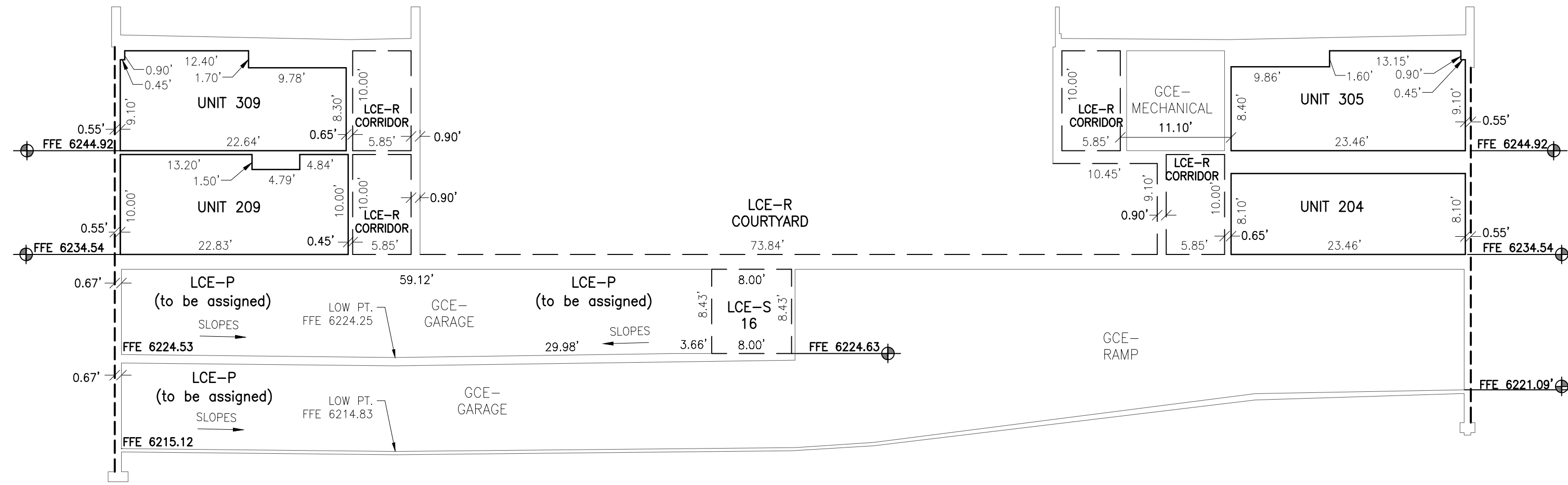
located within the
NE 1/4 SE 1/4,
Section 28,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DRAWING NO 7 OF 8	JOB TITLE MERCILL PARTNERS, LLC 105 MERCILL AVENUE LOT 19, JOSEPH R. JONES THIRD ADDITION	DRAWING TITLE SECTION VIEWS A-C	 P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	12/02/2022	REV.
	JOB NO 22-336			SURVEYED ENGINEERED DRAWN CHECKED APPROVED	NE — SK LR LR	2/23/23 2021 1216166

S:\Proj\2023\206 - 105 Mercill - Corralle Plat - Tyler Davis\Corralle Plat\4 Drawings\SECTIONS D-F.dwg SECTION D THRU G - Feb 23 2023 10:28:24 am PLOTTED BY: kschelmer DWG FORMAT: 241



D
8
SECTION D
Scale: 1" = 10'



E
8
SECTION E
Scale: 1" = 10'

LEGEND

NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104 and the definitions contained within the Declaration of Condominium recorded concurrently with this plat.

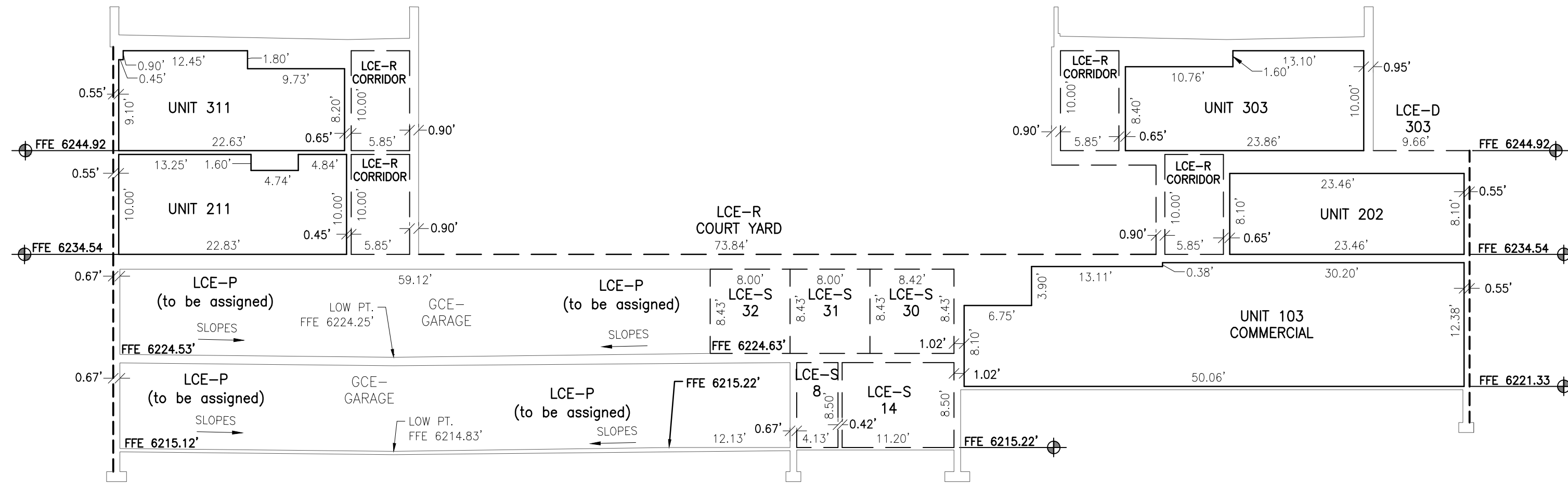
- = Unit Boundary/Wall Line
- = General Common Element
- - - = Limited Common Element to Unit
- - - - - = Building foundation line as shown on Sheet 2 of this plat
- - - - - = Change in floor elevation
- - - - - = Change in ceiling height
- *10.0' = Ceiling height above floor elevation
- FFE = Finish floor elevation
- GCE = General Common Element
- LCE = Limited Common Element
- LCE-D = Limited Common Element Deck
- LCE-R = Limited Common Element Residential
- LCE-P = Limited Common Element Parking
- LCE-S = Limited Common Element Storage

- NOTES:
- The plan views and sections were prepared from architectural plans and from actual measurements.
 - Measurement tolerances are for the purpose of correlation and are not necessarily the building tolerances. In the event of discrepancies between measurements and the constructed building, the physical location of the walls, ceilings, and floors comprise the unit boundaries.

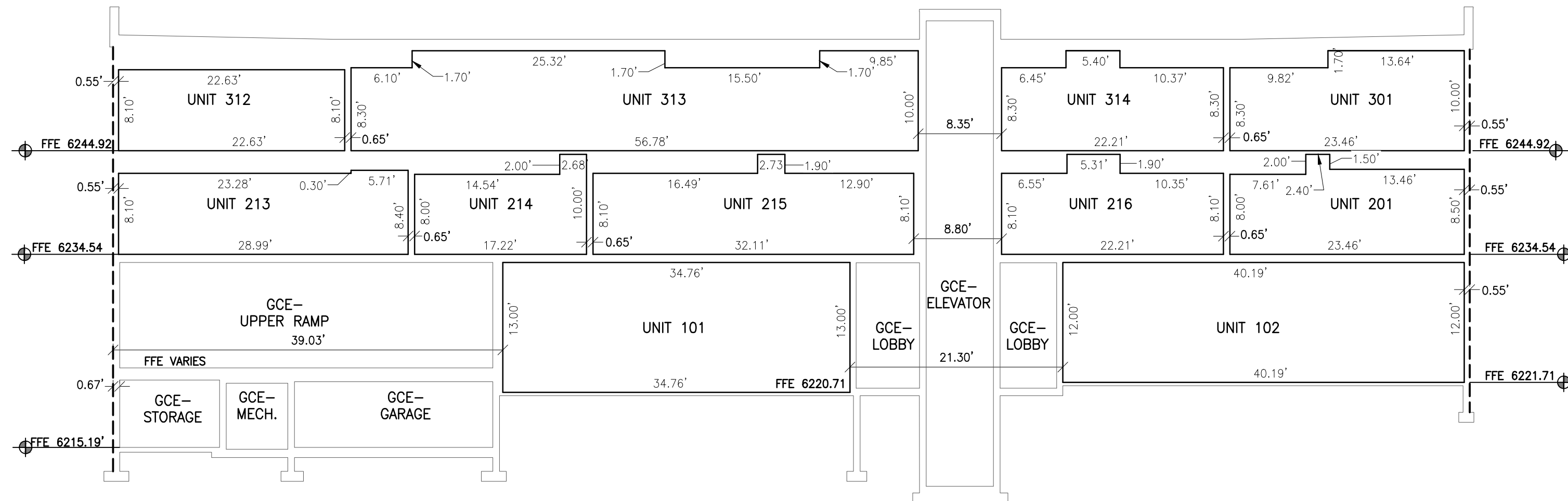
**Mercill Avenue Condominiums
Addition to the Town of Jackson**

Being identical with
Lot 19
of Joseph R. Jones Third Addition to the
Town of Jackson, Plat No. ____

located within the
NE 1/4 SE 1/4,
Section 28,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming



F
8
SECTION F
Scale: 1" = 10'



G
8
SECTION G
Scale: 1" = 10'

DRAWING NO	JOB TITLE	DRAWING TITLE				
		SECTION VIEWS D-G				
8 OF 8	MERCILL PARTNERS, LLC 105 MERCILL AVENUE LOT 19, JOSEPH R. JONES THIRD ADDITION					
		DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED
22-336		12/02/2022	NE	-	SK	LR
		REV	2/23/23	per reviews		

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

AFFIDAVIT

State of Wyoming)
County of Teton) SS

COMES NOW, _____, an officer of Bank of Jackson Hole, a Wyoming banking corporation, and with the authority to sign for said Bank and who, being duly sworn, on oath according to law, does hereby make the following statement of facts and affirms:

1. **THAT**, Bank of Jackson Hole is the holder of a mortgage upon that certain real property described in that Ground Lease (Mercill Avenue Condominiums), recorded in Document 1002142, and Amended in Document 1002143 and Document Number 1052481, records of the Office of the Teton County Clerk. Said Lease being located within Lot 15, Lot 16 and Lot 17, Block No. 2 of Joseph R. Jones Lots to the Town of Jackson, Plat No. 113, as recorded in Said Office, being identical with Lot 19 of the Joseph R. Jones Third Addition to the Town of Jackson, recorded in the Office of the Teton County Clerk as Plat Number _____ on _____, 2023, and which mortgage is recorded in Document No. 1002144, as amended in Document Number 1048181, and that Assignment of Rents, recorded in Document No. 1002145, records of Said Office, and which mortgage encumbers that certain real property shown on that plat titled ***Mercill Avenue Condominiums Addition to the Town of Jackson*** and described in the Certificate of Surveyor thereon;

2. **THAT**, said plat ***Mercill Avenue Condominiums Addition to the Town of Jackson*** has been reviewed by the undersigned officer of Bank of Jackson Hole;

3. **THAT**, said officer has read and understands the statements and dedications in the Certificate of Owners on said plat, and agrees to the subdivision of land and dedications and easements as shown on said plat;

4. **THAT**, this affidavit is signed in the stead of, and with the same effect, as if the original plat was itself manually signed.

Bank of Jackson Hole, a Wyoming banking corporation

BY: _____
ITS: _____

State of Wyoming)
County of Teton) ss

On the ____ day of _____, 2023, before me personally appeared, _____ and _____ known to me, and who executed the foregoing instrument as _____ and _____ of Bank of Jackson Hole, a Wyoming banking corporation, and being by me duly sworn, did depose and say they executed the foregoing instrument on behalf of said corporation and that said instrument is the free act and deed of said corporation

WITNESS my hand and official seal.

Notary Public

**Declaration of Condominium
for
Mercill Avenue Condominiums**

This DECLARATION OF CONDOMINIUM for Mercill Avenue Condominiums is made this _____ day of _____, 2023, by Mercill Partners LLC, a Wyoming limited liability company (the “Declarant”).

PART ONE: INTRODUCTION TO THE COMMUNITY

Mercill Partners LLC is the developer of The Mercill Avenue Condominiums Addition to the Town of Jackson and has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance, and preservation of the community as a master planned residential and commercial condominium community.

ARTICLE I – CREATION OF THE COMMUNITY

- 1.1 **Purpose and Intent.** The Declarant, as the owner of the real property known as The Mercill Avenue Condominiums Addition to the Town of Jackson, Wyoming, according to Plat # _____ recorded in the Office of the Teton County Clerk on _____, 2023 (the “Property”) 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 Property now or hereafter comprising The Mercill Avenue Condominiums Addition to the Town of Jackson as a condominium community (the “Project”).
- 1.2 **Binding Effect.** The Property shall be owned, conveyed, and used subject to all provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns.
- 1.3 **Governing Documents.** The Governing Documents create a general plan of development for the Property and may be amended and supplemented as set forth herein. In the event of a conflict between or among the Governing Documents, this Declaration shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Property from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Declarant 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

- 2.1 **Association.** The Mercill Condominium Owners Association, a Wyoming nonprofit corporation, its successors or assigns.

2.2 **Base Assessment.** Assessments levied on all Units subject to assessment under Article VI to fund Common Expenses.

2.3 **Board of Directors or Board.** The body responsible to the membership of the Association for operations of the Association. For the purposes of clarity, the Declarant shall exercise all rights and responsibilities of the Board until the Declarant Termination defined below.

2.4 **Building.** The structures constructed or located on the Property and consisting of the Units and Common Elements.

2.5 **Commercial Unit.** Those Units designated as Units 101, 102, 103, and 104, each of which will be occupied and used by Unit Owners and Occupants for office, commercial, institutional and retail purposes only or such other uses permitted by applicable zoning ordinances and not otherwise prohibited by this Declaration.

2.6 **Common Elements.** The "Common Elements" shall include "General Common Elements" and the "Limited Common Elements", 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 in accordance with this Declaration for all purposes incident to the use and occupancy of his or her Unit, which right shall be appurtenant to the Unit.

2.7 **Common Expenses.** The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Units including any reasonable reserve, as the Board may find necessary and appropriate.

2.8 **Declarant.** Mercill Partners LLC, or any successor or assign who takes title to any portion of the Property for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant. The Declarant shall have the power to exercise all rights set forth in this Declaration until Declarant Termination.

2.9 **Declarant Termination.** All of the Declarant's rights granted under this Declaration shall remain in full force and effect until all Units are sold by Declarant to Owners (other than Declarant). At the Declarant Termination, all powers, rights and responsibilities of the Declarant set forth in the Governing Documents shall be automatically terminated, relinquished, assigned and shall vest in the Association as set forth herein. The Board or Declarant is authorized to file an affidavit of the facts surrounding the Declarant Termination. Prior to the Declarant Termination, any reference herein to the Board or Association shall be deemed to be a reference to the Declarant as the Declarant shall exercise all such rights, unless delegated by a written instrument to the Board or Association as the case may be.

2.10 **Deed Restricted Units.** "Deed Restricted Unit" means any Residential Unit that has been made available for residential purposes only to qualified buyers as determined by the Jackson/Teton County Housing Affordable Housing Department ("Housing Department") as a condition of the approval of the final development plan for the Mercill Avenue Condominiums. Each of the Residential Units are Deed Restricted Units.

2.11 **General Common Elements.** The entire Property excepting all Units and the Limited Common Elements, as designated on the Plat or provided herein. Without limiting the generality of the foregoing, the General Common Elements shall include (i) all drives, the land, and the lobbies; and (ii) all pipes, ducts, flues, chutes, conduits, wires, and other utility installations, including water, sewer, and stormwater services within the Property to (but not at) the outlets of a Unit, excluding therefrom any public infrastructure located within the Property, Limited Common Elements-Residential and Limited Common Elements-Commercial. For the avoidance of doubt, any equipment, pipes, ducts, flues, chutes, conduits, wires and other utility installations within the boundaries of Unit that serve other Unit(s) shall also be considered General Common Elements or Limited Common Elements, as the case may be. General Common Elements may be referred to herein and, on the Plat, as “General Common Element” or “GCE”.

2.12 **Governing Documents.** A collective term referring to this Declaration, and any amendments or supplements thereto, the Bylaws, the Articles of Incorporation for the Association, the Design Guidelines, Community-Wide Standards, and the Rules and Regulations, as they may be amended.

2.13 **Limited Common Elements.** Those portions of the Common Elements as defined herein and described by Wyoming Statute § 34-20-103 for the exclusive use of one or more but fewer than all of the Units. Further, Limited Common Elements includes any items specifically shown as such on the Plat. Limited Common Elements may be referred to herein and/or on the Plat as “Limited Common Elements” or “LCE”.

2.14 **Limited Common Elements—Commercial.** “Limited Common Elements – Commercial” means those Limited Common Elements for the exclusive use of Commercial Units, including all equipment, pipes, ducts, flues, chutes, conduits, wires and other utility installations or outlets, including HVAC systems, to the extent they serve only Commercial Units. Limited Common Elements – Commercial may also be referred to herein and/or on the Plat as “Limited Common Element – Commercial,” “LCE-Commercial,” or “LCE-C.”

2.15 **Limited Common Elements—Residential.** “Limited Common Elements—Residential” means those Limited Common Elements for the exclusive use of all Residential Units including, but not limited to: (i) all internal corridors on the second and third floors of the Building, the Courtyard on the second floor of the Building, and Flex Space on the second floor of the Building; and (ii) all equipment, pipes, ducts, flues, chutes, conduits, wires and other utility installations or outlets, to the extent they serve only Residential Units. Limited Common Elements – Residential may also be referred to herein and on the Plat as “Limited Common Element – Residential,” “LCE-Residential,” or “LCE-R.”

2.16 **Limited Common Elements—Parking.** Those Limited Common Elements for the exclusive use of a Unit for parking as designated herein and/or on the Plat and/or in one or more separately recorded instruments. Limited Common Elements-Parking may also be referred to herein and on the Plat as “Limited Common Element—Parking,” “LCE-Parking,” or “LCE-P”.

2.17 **Limited Common Elements—Deck.** Those Limited Common Elements for the exclusive use of a Residential Unit for a deck as designated herein and/or as designated on the Plat and/or in one or more separately recorded instruments. Limited Common Elements-Deck may also be referred to herein and on the Plat as “Limited Common Elements-Deck,” “LCE-Deck,” or “LCE-D”.

2.18 **Limited Common Elements—Storage.** Those Limited Common Elements for the exclusive use of a Unit for storage as designated herein and/or 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”, or “LCE-S”. The following items are prohibited from being stored within a Limited Common Elements-Storage: paint, highly flammable materials, food products, and any item that attracts vermin or produces an odor.

2.19 **Limited Common Expense.** A Common Expense that does not benefit all Units, such as those expenses incurred with respect to the Limited Common Elements.

2.20 **Member.** A Person subject to membership in the Association.

2.21 **Mortgage.** A mortgage, deed to secure debt, or any other form of security instrument affecting title to any Unit or all or any portion of the Property. “Mortgagee” shall refer to a beneficiary of a deed of trust or holder of a Mortgage.

2.22 **Occupant.** Any person or entity in possession of a Unit, including Unit Owners, lessees, guests, agents, employees and invitees of such person or entity.

2.23 **Owner.** One or more Persons or an entity who owns a Unit. The definition of “Owner” specifically excludes any party holding an interest merely as security for the performance of an obligation.

2.24 **Person.** A natural person, corporation, partnership, trustee, or any other legal entity.

2.25 **Plat or Condominium Plat.** Plat # _____ recorded on _____, 2023 in the Office of the Teton County, Wyoming Clerk, consisting of a plat of the Property, showing a survey and legal description thereof, the location of the Building with respect to the boundaries of the 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 information as may be included therein in the discretion of the Declarant.

2.26 **Rules and Regulations.** The rules and regulations adopted by the Board pursuant to this Declaration.

2.27 **Residential Unit.** Residential Unit means Units 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313 and 314, each of which shall be occupied and used by Owners for residential and residential rental purposes only, or such other uses permitted by applicable zoning ordinances and not otherwise prohibited herein.

2.28 **Special Assessment.** Assessments levied in accordance with Paragraph 6.5.

2.29 **Unit or Condominium Unit.** Those certain individual air spaces as designated and delineated on the Plat. Each Unit shall consist of that part of a Building as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, as shown and numbered on the Condominium 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, 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 which exclusively serve 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 doors themselves are part of the Common Elements as herein defined. For the avoidance of doubt, any equipment, pipes, ducts, flues, chutes, conduits, wires and other utility installations within the boundaries of Unit that serve other Unit(s) is not part of a "Unit" and shall be considered General Common Elements or Limited Common Elements, as the case may be.

Article III– Use and Conduct; Property Rights

3.1 **Framework for Regulation.** The Governing Documents establish, as part of the general plan of development for the Property, a framework of affirmative and negative covenants, easements and restrictions that govern the Property. 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 Occupants.

3.2 **Owners' Acknowledgment and Notice to Purchaser.** All Owners are given notice that use of their Unit may be limited by Rules and Regulations as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Unit, acknowledges 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 Governing Documents 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 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.

Furthermore, each Deed Restricted Unit is subject to Special Restrictions recorded against the Deed Restricted Unit, which, among other things, restricts the occupancy and use of each Deed Restricted Unit.

3.3 **Estate of Owner.** The Property is hereby divided into Units, each consisting of a separate interest in a Unit and an undivided interest in common in the Common Elements appurtenant to each Unit. Each such Unit shall have a percentage of ownership interest in the Common Elements for purposes of taxes, assessments and other charges under Wyoming Statute § 34-20-104(a) as set forth in **Exhibit A**. Such undivided interests in the Common Elements are appurtenant to the respective Units.

3.4 **Property and Units.** Each Owner shall be entitled to use, access and enjoy the Common Elements appurtenant to its Unit, and shall have the right to use any Limited Common Elements appurtenant to its specific Unit, as designated on the Plat and/or herein, or elsewhere in the Governing Documents.

3.5 **Use of Property and Units; General Common Elements Maintenance.**

(a) Each Owner shall have the right to paint, tile, carpet, or otherwise maintain, repair, replace and decorate the interior of their Unit. All modifications to the structure of a Unit, LCE-Decks and any other modification that would change or alter the physical structure of a Unit or the Building shall require the prior approval of the Board (or Declarant prior to Declarant Termination) as provided in Section 7.1. All structural modifications to a Unit shall be prepared and approved by an architect or

engineer licensed in the State of Wyoming. Any exterior displays or decorations on a Building or a Unit, with the exception of signs which are addressed separately herein, must be approved in writing by the Declarant. This Section shall not apply to the Declarant.

(b) Each Owner shall have a right to ingress and egress over, upon and across the General Common Elements necessary for access to its Unit and to the Limited Common Elements designated for use in connection with its Unit and shall have the right to the horizontal and lateral support of its Unit, and such rights shall be appurtenant to and pass with the title to each Unit. The rights granted in this section to the Owner shall also extend to an Owner's tenants, licensees, guests and invitees.

3.6 Declarant's Power over the General Common Elements. The Declarant shall have the following rights with regard to the General Common Elements:

- (a) the right to promulgate rules and regulations regarding use of the General Common Elements, including the right to impose penalties for the violation of such rules and regulations but no rule shall contravene this Declaration;
- (b) the right to grant easements within the General Common Elements;
- (c) the right to ingress and egress over, upon and across the General 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; and
- (d) the right to maintain, repair, replace and make changes to the General Common Elements for the benefit of the Owners.

3.7 Unsignhtliness; Refuse. Owners must keep their Units and those Limited Common Elements which are designated for their use in a good, clean, safe and sanitary condition. Owners shall promptly notify the Declarant or Association of any need for maintenance, repair or replacement of the Common Elements, or any portion thereof. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure appropriately screened from view.

3.8 Parking; Guest Parking; Storage.

(a) Each Residential Unit is hereby assigned a parking space and storage unit as provided in **Exhibit B**, each of which shall be a Limited Common Element (LCE-Parking and LCE-Storage) appurtenant to the Unit indicated. Each Commercial Unit is hereby assigned a storage unit as provided in **Exhibit B**, which storage unit shall be a Limited Common Element (LCE-Storage) appurtenant to the Unit indicated. Exhibit B may be modified by a majority vote of the Board (or by Declarant prior to Declarant Termination) so long as such modifications do not materially adversely affect the rights of other Owners, and any such modifications shall be recorded in the Teton County Clerk records. The 14 parking spaces labeled "GCE" on the Plat may be utilized by all Units, including for guest parking, subject to any rules adopted by the Board or conditions of use included on Exhibit B. All vehicles utilizing parking spaces on the Property must fit within the designated parking space and not extend beyond its boundaries. The Board may establish rules for the use of the parking spaces.

(b) No boats, trailers, buses, campers, snowmobiles, ATVs, or inoperable or abandoned vehicles ("Prohibited Vehicles") shall be parked or stored in or upon the LCE-Parking or parking spaces designated as "GCE" for more than 72 hours. If the Board determines that an Owner or Occupant has violated this section, the Board shall deliver notice to the vehicle owner (if such owner can reasonably be ascertained) or place notice in a conspicuous place on the vehicle (if the owner cannot be ascertained),

and if the offending vehicle or piece of equipment is not removed within 48 hours, the Board shall have the right to cause the vehicle to be removed or stored, at the sole expense of the Owner of the vehicle or the Owner of the Unit if it is determined the Owner allowed such vehicle to remain in the parking space, all without liability on the part of the Board. 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.

3.9 **Signs.** No signs whatsoever, including, but without limitation, commercial, political and similar, visible from neighboring Units, shall be erected or maintained upon any portion of the Building (including LCE-Decks), except: (1) Standardized unit number signs may be installed by Declarant outside the entrance of each Unit; (2) one "For Sale" sign of reasonable proportions; and (3) one commercial sign for each Commercial Unit that meets the standards of the Town of Jackson Land Development Regulations, as amended, and that are permitted pursuant to a valid permit from the Town of Jackson.

The Board or its designee shall have the right to enter a Unit and remove any sign in violation of this Section 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. This Section shall not apply to Declarant.

3.10 **Nuisance.** No noxious or offensive activity shall be carried on upon the Property or in or upon any Unit, 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 General 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 Property and Units, shall be placed or used upon any Unit.

3.11 **Firearms; Fireworks.** No discharge of firearms shall be permitted on any portion of the Property. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Property; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

3.12 **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, including charcoal grills, outdoor chimneys (or chimeneas), wood or similar cooking smokers, or fire pits. The burning of trash, organic matter or miscellaneous debris shall be prohibited on the Property. Propane-powered grills are allowed but must be kept under a grill cover when not in use.

3.13 **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 Common Elements: trash containers, decorative flags, banners, placards, pictures, screens, outside clothing lines or other outside clothes drying or airing facilities, string lighting, or any similar items. Bicycles or any other recreational devices (including kayaks, ski equipment or playground equipment) must be stored within a Unit or LCE-Storage. For each violation of this Section, the Association may assess a penalty of \$100.00 per violation in addition to the other remedies set forth in this Declaration after notice and a reasonable opportunity to cure.

3.14 **Satellite Dishes.** Unless approved in writing by the Declarant or Association, 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.

3.15 **Outdoor Lighting.** No additional outdoor lighting fixtures shall be allowed without Board approval and even then, shall not cause a nuisance to any adjacent Units. All interior lights shall be designed to avoid emission of glare or unreasonable brightness from any window, door, or other opening in the Building.

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

3.17 **Mortgage.** Each Owner shall have the right to mortgage or otherwise encumber his Unit, however, no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Elements or any part thereof except the undivided interest appurtenant to its Unit. Any mortgage or other encumbrance of a Unit shall be subordinate to this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure, whether it be by private power of sale, judicial foreclosure or otherwise.

3.18 **Subdivision and Inseparability.** No Unit may be subdivided or partitioned into two or more Units. All rights appurtenant to Unit ownership are inseparable and pass with title to each Unit.

3.19 **No Partition.** The Common Elements are owned in common by all the Owners and no Owner may bring any action for partition thereof.

3.20 **Easement for Repair, Maintenance and Emergencies.** Some portions of the Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. Declarant and the Association shall have the irrevocable right to access each Unit from time to time during reasonable hours and with prior notice to the Owner or Occupant, as may be necessary for the maintenance, repair, or replacement of any portion of the Common Elements located therein or accessible therefrom. The Declarant and Association also has the irrevocable right to access each Unit to make emergency repairs necessary to prevent damage to the Common Elements or to any Unit. The Association shall have a master key to all Units for access in accordance with the rights granted in this Section.

3.21 **Domestic Animals.** No more than 2 cats, dogs or other domestic animals which are normally kept and maintained indoors may be kept in a Unit without the approval of the Declarant. If any pets are caught or identified chasing or harassing wildlife or people, or causing a nuisance, the Declarant shall have the authority to penalize the owner of such animal not more than \$100.00 for a first offense, and \$200.00 for a second offense. The Declarant has the authority to impound the animal after a third offense and ban that animal from the Property, and the owner of such impounded animal shall be solely responsible for all impoundment costs and waives all recourse against Declarant.

3.22 **Mineral Rights.** The Association shall hold all mineral rights, if any, for the Property.

Article IV - Membership and Voting Rights

4.1 **Function of the Association.** The Association shall be the entity responsible for management, maintenance, operation and control of the homeowner's association created herein. 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.

4.2 **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. Membership shall be appurtenant to, and may not be separated from, Unit ownership. The respective voting percentages allocated to each Unit are set forth in **Exhibit A**. When more than one person or entity holds an interest in a Unit, all such persons or entities shall be Members; however, the vote for such a Unit shall be exercised collectively as those Members determine among themselves. In no event shall more than one vote be cast with respect to any Unit. 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 Rules and Regulations.

4.3 **Voting.** The Association shall have one class of membership. The total number of votes that may be cast by all members of the Association equals the total number of Units and each Owner shall be entitled to vote according to the percentages shown on **Exhibit A** attached hereto. All votes of the Members shall take place at an annual or special meeting of the Members or via written ballot. A Member may vote by proxy so long as notice of such proxy designation has been received by the Association. Voting rights as to each Unit shall vest upon transfer of a deed of conveyance of a Unit to an Owner.

4.4. **Notice of Meetings.** All Members shall be sent notice of meetings (except emergency meetings) at least 10 days in advance of the meeting.

4.5 **Quorum; Member Action.** Unless otherwise set forth herein, all Member action taken under this Declaration shall be taken in the following manner: a quorum of the Members shall be present at a meeting of the Members and/or in the case of a ballot vote, a quorum of the Members shall have timely submitted a completed ballot. A quorum of the Members means the presence of (or submission of ballots by) Members holding at least 60% of the voting rights in the Association. If the required quorum is not present at a meeting, another meeting may be called and the required quorum at the subsequent meeting shall be reduced to Members holding at least 30% of the voting rights in the Association (there shall be no reduced quorum requirement for ballot initiatives). If a quorum is obtained, the Members may take action by a vote of the Members holding a majority of the voting percentages in the quorum.

4.6 **Suspension of the Right to Vote.** If any Owner or Occupant violates any of the provisions of this Declaration, the Bylaws or the Rules and Regulations of the Association, the rights and privileges of such Owner, including but not limited to the right to vote, may be suspended by the Board after notice and opportunity to be heard at a meeting of the Board.

Article V-Association Management

5.1 **Board of Directors.** The affairs of the Association shall be managed by a Board of Directors. The Board shall be comprised of 3 Owners. Prior to Declarant Termination, Declarant shall control 2 of the 3 Director seats on the Board including the power of appointment. After the Declarant Termination, the Board Members shall serve for staggered 3-year terms.

(a) The Members shall have the right to elect the Directors at any annual meeting of the Association subject to the Declarant's powers of appointment.

(b) A Director who sells his Unit shall be automatically removed from the Board. In such a case, the Members shall have the right to elect a replacement Director at a special meeting of the Association.

(c) Board Members may be removed by the affirmative vote of 60% of the Members. A Board Member may not participate in such vote and the voting percentages shall be adjusted to account for the suspension of such vote.

5.2 **Power of the Board.** The Board shall have the powers enumerated in this Declaration, the Bylaws, and those otherwise provided to boards of directors for nonprofit corporations by the laws of the State of Wyoming.

5.3 **Responsibilities of the Board.** The Board shall maintain and operate the Common Elements for the benefit of the Owners and administer all aspects of the business of the Association. The Board may hire or otherwise engage a management company to manage its affairs or any part thereof, as it deems advisable for the operation of the Property.

Article VI--Assessments

6.1 **Budget.** At least 30 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses and reserves for the coming year, including any contributions to be made to a reserve fund. 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 Individual Assessments. Assessments may include expenses related to costs of management; taxes until the Units are separately assessed; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto; landscaping and care of grounds; common lighting and heating; water charges; trash collection; sewer service charges, repairs and maintenance; wages for Association employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking funds; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

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.

6.2 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner, by acceptance of a deed, whether or not it shall be stated in such deed, is deemed party to this Declaration and agrees to pay to the Association: (1) Base Assessments, (2) Special Assessments for capital improvements, and (3) Individual Assessments for damages caused by an Owner or Occupant (collectively "Assessments"). All Assessments together with interest, costs, and reasonable attorneys' fees as set forth below ("Costs"), shall be a charge and a continuing lien upon the Unit assessed to the extent permitted by law. Assessments and Costs shall also be the personal obligation of the Owner. The personal obligation for

delinquent Assessments and Costs shall not pass to successors in title unless expressly assumed in writing by the successor; however, the Assessment and Costs amounts shall attach to the Unit regardless of whether or not a lien is filed with the County Clerk.

6.3 **Purpose of Assessments.** The Assessments shall be used exclusively to promote the health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Elements.

6.4 **Base Assessment.** The Base Assessment shall be based upon advanced estimates of the costs and expenses arising out of or in connection with the Association's (i) administration and management of the Property, (ii) repair, maintenance and operation of the Common Elements, (iii) premiums for insurance policies required or permitted to be maintained under this Declaration, (iv) legal and accounting fees, (v) creation and maintenance of a reserve fund for periodic maintenance, repair and replacement of the Common Elements, and (vi) activities authorized by the Board. Base Assessments shall be allocated amongst the Owners in accordance with the Assessment Percentage as set forth in **Exhibit A**.

Notwithstanding the foregoing, the expenses of the General Common Elements and the Project shall be charged to the Owners as follows:

- (a) **Commercial Units.** All construction, maintenance, repair, replacement and furnishing of the Limited Common Elements-Commercial and all common utilities and services rendered to the Commercial Units and to Limited Common Elements pertaining to such Commercial Units to the extent the same can be reasonably allocated to the Commercial Units, shall be apportioned to each Commercial Unit in proportion to the interest of the particular Commercial Unit in the LCE-C as set forth in **Exhibit A**.
- (b) **Residential Units.** All construction, maintenance, repair, replacement and furnishing of the Limited Common Elements-Residential and all common utilities and services rendered to the Residential Units and to Limited Common Elements pertaining to such Residential Units to the extent the same can be reasonably allocated to the Residential Units, shall be apportioned to each Residential Unit in proportion to the interest of the particular Residential Unit in the LCE-R as set forth in **Exhibit A**.
- (c) **All Units.** All general/administrative expenses, including management fees, supplies and office services and legal and accounting expenses and all common expenses other than those referred to in paragraphs (a) and (b) above or not otherwise provided for, including the costs of maintaining the General Common Elements and all common utilities and services which cannot be reasonably allocated to either Residential Units or Commercial Units, shall be apportioned to the Owner of each Unit in proportion to the interest of the particular Unit in the General Common Elements as set forth in **Exhibit A**.

If any Owner or Owners require the Association to incur any expense in excess of the average cost of such expense for Commercial Units, Residential Units or all Units, as applicable, then any such expense in excess of the average cost shall be allocated to such Owner or Owners and the average cost shall be apportioned as provided herein. For example, if the Owner of a Commercial Unit utilizes it for a purpose requiring higher uses of water and sewer, then that Owner would be required to pay any cost in excess of the average cost of water and sewer for all Commercial Units.

The Board may revise the budget and adjust the Base Assessment from time to time during the year. However, any increase in the amount of the Base Assessment shall be limited to a 20% increase from the previous year.

6.5 **Special Assessments.** The Board may levy Special Assessments to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Common Elements, provided that such Special Assessment shall be approved by Owners holding at least 30% of the voting power in the Association. If the Special Assessments concern only Residential Units, the 30% threshold applies only to Owners of Residential Units. If Special Assessments concern only Commercial Units, the 30% threshold applies only to Commercial Units. Special Assessments may be amortized for up to a twelve-year period, provided that the capital improvement work commences within one year of the initial vote approving the Special Assessments. Upon the sale or transfer of any Unit, that Unit's pro-rata share of the outstanding balance of a Special Assessment shall be paid in full at closing or transfer.

6.6 **Individual Assessments.** The Board may levy Individual Assessments against one or more specific Owners for expenses related to that Owner or those Owners' Units. Individual Assessments may also be levied to remedy any violation of this Declaration, subject to prior notice and at least a 30-day opportunity to cure.

6.7 **Other Assessments.** The Board may levy Assessments against one or more Unit Owners for costs associated with the repair, maintenance, and replacement of the Limited Common Elements attributable to those Owners.

6.8. **Capital Reserve Account.** The Board shall prepare and review at least once every 5 years a reserve budget for the Common Elements and other assets of the Association. The budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may include in the Common Expense budget, as appropriate, 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.

6.9 **Rate of Assessment.** Base and Special Assessments will be allocated among the Owners in accordance with their Unit's Assessment percentage as set forth in **Exhibit A**. Assessments may be collected on a monthly, quarterly, or annual basis.

6.10 **Establishment of Assessment Due Dates; Estoppel Certificate.** No Assessment shall be due until at least 30 days after approval. Notice of the Assessments shall be sent to every Owner. The due dates shall be established by the Board. The Association shall, upon demand, and for a nominal charge, furnish an estoppel certificate signed by an officer of the Association setting forth whether the Assessments on a specified Unit have been paid.

6.11 **Effect of Nonpayment of Assessments; Remedies of the Association.** Any Assessment or fine not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% per annum. Additionally, if an Owner fails to pay an Assessment within 60 days after it is due, the Board shall send timely written notice of such delinquency to the delinquent Owner and the Owner's mortgagee and guarantor of the Owner's mortgage, if any, at the address provided in available public records, and, in its sole discretion, may choose to sue an Owner to recover the amount owed or may foreclose a lien against

the Unit to recover the amount owed. The Board's failure or delay in sending the delinquency notice described in this section shall in no way act as a waiver to the Board's available remedies, nor shall it waive, extend or modify an Owner's obligation to pay required Assessments. Moreover, in sending this delinquency notice, the Board is entitled to rely on public information in the Teton County, Wyoming Clerk's records to determine the appropriate mortgagee and guarantor, and contact information for the same. No Owner may waive or otherwise escape liability for Assessments by non-use of the Common Elements or abandonment of his/her Unit.

6.12 Subordination of the Lien to Mortgages. Liens of Assessment and Costs are subordinate to the lien of any mortgage recorded prior to the lien. The sale or transfer of any Unit shall not affect the assessment lien unless it is extinguished in foreclosure.

6.13 Foreclosure. In the event of foreclosure by a mortgagee of a mortgage recorded prior to an Association held lien, the purchaser at a foreclosure sale shall be liable for Assessments accrued from the date of the foreclosure sale.

Article VII—Improvements; Maintenance Responsibilities

7.1 General Restrictions on Improvements to Units; Enforcement. In no event may the Owner of a Unit alter, change, modify, improve, or add to any structural element of the Unit, the Project, the Building or any Common Element, or make any modifications to the portions of the Unit visible from outside, without the express written approval of the Declarant (prior to Declarant Termination) or Board. The Declarant or Board, as the case may be, may deny Owner's request, approve the request, or approve the request with conditions. Any structural modifications requested by an Owner shall be prepared by an architect or engineer licensed in the State of Wyoming. The Declarant or Board, as the case may be, shall have 30 days from the date all materials are submitted, including those materials requested by the Board or Declarant for its review, to approve, deny or approve an Owner's request with conditions. If the Board or Declarant fails to act within 30 days, the Owner's request is deemed denied and the Owner will be required to resubmit its request to the Declarant or Board. The Declarant or Board may adopt rules, regulations and/or applications for the review process described herein, which rules, regulations and applications shall be made available to all Owners by the Board upon request. The Board or Declarant may also adopt reasonable fees for its review of any applications submitted by Owners, and may contract with outside professionals, including without limitation engineers or architects, to assist in reviewing Owner requests. Any expenses incurred by the Board in contracting with an outside professional to review an Owner's request shall be paid for by the Owner making the request.

Any structure, improvement, or landscaping placed or made in violation of this Section shall be deemed to be nonconforming. Upon written request from the Declarant (prior to Declarant Termination) 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 either of their 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 Owner of the Unit at which the violation was present, and collected as an Individual Assessment. 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 Section.

7.2 Association's Maintenance Responsibility.

(a) The Association shall provide maintenance of the Common Elements, including but not limited to exterior maintenance, interior maintenance, repair and replacement for the Building and maintenance of all landscaping, walks, and other exterior or interior improvements on the Property which are not part of a Unit. The Association shall also be responsible for the repair, maintenance and replacement of all Common Elements, except as otherwise specifically provided herein. The Association shall undertake snow removal from the parking and travel surfaces. However, if it is determined by the Board that an Owner, through its act or omission damaged an element for which the Association would normally be responsible, that Owner shall be assessed for the cost of repair, maintenance and replacement arising from their act or omission through an Individual Assessment. The Declarant and the Association shall have all easements and rights, including rights of ingress and egress, necessary to carry out its responsibilities hereunder.

(b) 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, stormwater or water lines, up to the connection point at the boundary of each Unit, unless otherwise explicitly provided herein, excluding therefrom any public infrastructure or utilities. The Association shall be responsible for maintaining the sand/oil separator within the Property.

(c) The Association, acting through its Board, shall be obligated to maintain landscaping on the Property.

(d) The costs associated with the maintenance, repair and replacement of those items that the Association is obligated to maintain, repair and replace in the Common Elements shall be a Common Expense or a Limited Common Expense, as the case may be; 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 or their guests or Occupants, 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 or Individual Assessment.

(e) No Owner may repair or maintain the Common Elements without the express written permission of the Board.

7.2 Owner Responsibility. 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 the boundaries of their Unit, so long as that utility serves only their Unit. The forgoing obligations include, without limitation, the responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appliances and fixtures. In the event a utility is within a Unit but serves more than one Unit, the Association shall be responsible for its repair and maintenance and such costs shall be assessed against the Units benefiting from such utility, unless the damage was caused by the negligence or willful misconduct of an Owner or Owners and in such case, those Owners shall be responsible for the costs of repair or replacement. Each Owner shall be responsible for the removal of all snow, leaves and debris from the LCE-Deck appurtenant to such Owner's Unit. 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 or the Limited

Common Element to cure such failure and to assess all costs incurred against the Unit and the Owner thereof as an Individual Assessment.

Article VIII—Insurance

8.1 **Required Coverages.** The Association shall obtain and at all times maintain in full force and effect the following insurance policies provided by companies authorized to do business in Wyoming. Such insurance shall be covered in a form or forms naming the Association as the insured as trustee for the Owners and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first mortgages with such proceeds to be used in accordance with this Declaration. Any Owner may request a copy of such policy.

- (a) Property Casualty Insurance. A policy covering damage or destruction of the Property and Building. Such insurance shall be in accordance with the coverage customarily maintained by other condominium properties similar in construction, design and use, shall include fire and extended coverage, and shall be in an amount equal to 100% of the replacement cost of the Property and Buildings, exclusive of land, foundation and other items normally excluded from coverage.
- (b) General Liability Insurance. A policy of broad form comprehensive general liability insurance in such amounts deemed appropriate by the Board.
- (c) Additional Coverage. Such other policies of insurance that the Board deems appropriate from time to time.

All policies shall provide for a waiver of subrogation by the insurer as to claims against the Association, the Board, employees and agents and against each Owner then their employees, agents and guests and shall provide that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or mortgagee. The Association shall timely notify Owners of any lapse, cancellation or material modification of any insurance policy maintained by the Association for the Property. Each Owner whose Unit is encumbered by a mortgage shall timely provide a copy of this notice to its mortgagee and any guarantor of the mortgage encumbering its Unit.

The Association shall receive the proceeds of any casualty insurance maintained under this article. The Association shall apportion the proceeds to the portion of the Building which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Elements. The Association shall timely provide notice of any casualty loss against the Property to each Owner. Each Owner whose Unit is encumbered by a mortgage shall timely provide a copy of this notice to its mortgagee and any guarantor of the mortgage encumbering its Unit.

In the event of a condemnation by any governmental entity, the condemnation award shall be apportioned in the same manner as an insurance award. The Association shall timely provide notice of any condemnation proceeding against any part of the Property to each Owner. If an Owner's Unit is encumbered by a mortgage and the condemnation proceeding will materially affect the Property or its Unit, the Owner shall timely provide a copy of the condemnation proceeding notice to its mortgagee and any guarantor of the mortgage encumbering its Unit.

If reconstruction is required hereunder, the proceeds will be used for such purpose. To the extent reconstruction is not required and there is a determination by 80% of the Members that the Building shall not be rebuilt, the proceeds shall be distributed in the proportions set forth in **Exhibit A**. Each Owner and each Mortgagee shall be bound by the apportionment of damage and of the insurance proceeds made by the Association under this article.

8.2 **Owner's Individual Insurance.** Each Owner shall obtain and maintain at all time during their ownership of a Unit, casualty insurance coverage for such Owner's Unit in an amount not less than 100% of the cost to replace the Unit, to the extent not covered by the Association's insurance. The premium and deductible costs associated with such Owner's individual insurance shall be paid by the Owner. All insurance policies on an Owner's Unit shall waive the insurance company's right of subrogation against the Association, the other Owners, and the Occupants. Each Owner shall provide the Board with a declarations page of such insurance policy upon demand.

8.3 **Actions Affecting Cost and Coverage.** No Owner or Occupant shall permit anything to be done or kept in such Owner or Occupant's Unit or in the Common Elements that would result in an increase of the cost or the cancellation of insurance on any Unit or any part of the Property or Building.

8.4 **Restoring Damaged Improvements.** In the event of damage to or destruction of property which 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 applicable to the 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, ii) more than 60% of the Property has been damaged or destroyed, or iii) available insurance proceeds are less than eighty percent (80%) of the cost of such repair and/or restoration, and at least 80% of the Owners of damaged or destroyed Units and at least 51% of said Owners' mortgagees decide, within 60 days after the determinations set forth in i), ii) or iii) above have been made, not to repair or reconstruct. Mortgagee approval shall be deemed granted if a mortgagee fails to respond to any written proposal for an amendment within 60 days of receipt if notice of the amendment proposal is provided to mortgagee as described in Section 9.12 (Notice to Mortgagees).

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 outlined in **Exhibit A** 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).

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 8.1.

Article IX - General Provisions

9.1 **Bylaws.** The Board shall have the right to adopt Bylaws to govern affairs of the Association as a corporation. Nothing in the Bylaws may contravene the terms of this Declaration.

9.2 **Rules and Regulations.** The Board may adopt Rules and Regulations governing the use of the Property. The Rules and Regulations may also provide for the imposition of fines for violations of the Governing Instruments but may not contravene the terms of this Declaration.

9.3 **Violations, Enforcement and Costs.** The Board or any Owner may take judicial action against any Owner to enforce compliance with this Declaration, the Bylaws and any promulgated Rules and Regulations or to obtain damages for noncompliance therewith. The prevailing party in such action shall be entitled to recover its incurred costs, including reasonable attorneys' fees.

9.4 **Indemnification.** Members of the Board of Directors shall have no individual liability. The Association shall indemnify the officers and Board of Directors of the Association, their agents, successors and assigns, from all claims, suits, action, or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Property or arising out of the enforcement of this Declaration. The indemnification is valid only if the officer or director in question acted in good faith and did not violate their mandated duties.

9.5 **Notification of Transfer of Ownership.** Within five business days of the transfer of title of any Unit, the transferring Owner shall notify the Board in writing. The Notice shall provide (i) the name of the transferee and transferor, (ii) the Unit transferred, (iii) the transferee's contact information, and (iv) the date of the transfer.

9.6 **Joint and Several Liability.** In the case of joint ownership of a Unit, each of the Owners shall be jointly and severally liable for the obligations imposed by this Declaration.

9.7 **Approvals and Variances.** The Board is authorized to grant variances from the terms of this Declaration in cases of special circumstances or practical difficulties not the fault of an Owner, or unnecessary hardship not caused by an Owner; provided, however, that no such variance shall have a material adverse effect on any other Units and any such variance shall be in accordance with the purposes and intent of this Declaration and all such variances shall be the smallest deviation from the provisions of this Declaration to achieve the desired effect sought by the variance. The granting of one variance does not obligate the Board to grant a subsequent variance.

9.8 **Severability.** Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

9.9 **Headings.** Article and Section headings contained herein are for informational purposes only and shall not control or affect the meaning or construction of any of the provisions hereof.

9.10 **Amendment.** This Declaration may be amended unilaterally and at any time by Declarant prior to Declarant Termination. After Declarant Termination, this Declaration may be amended by an instrument signed and acknowledged by Owners representing not less than 75% of the voting percentage in the Association, unless a lower threshold is explicitly provided herein. If any amendment will have a material adverse impact on the interests of mortgagees who hold mortgages on any Unit(s) within the

Property, such amendment must also be approved by at least 51% of the mortgagees who hold mortgages on impacted Unit(s) within the Property. Mortgagee approval shall be deemed granted if a mortgagee fails to respond to any written proposal for an amendment within 60 days of receipt if notice of the amendment proposal is provided to mortgagee as described in Section 9.12 (Notice to Mortgagees). Any amendment to this Declaration must be recorded with the Teton County, Wyoming Clerk.

9.11 **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any lawsuit brought under this Declaration shall lie exclusively in the 9th Judicial District, Teton County, Wyoming.

9.12. **Notice to Mortgagees.** For any notice required to be provided to a mortgagee or guarantor of a mortgage on any Unit, notice shall be deemed sufficient if timely sent by certified or registered mail, with a return receipt requested at the address provided in a recorded mortgage instrument, or at any other address provided to the Association or an Owner in writing by mortgagee or guarantor for notice purposes.

Article X-Declarant Reserved Rights

10.1 The following rights are hereby reserved for the benefit of Declarant until Declarant Termination: (i) to complete the improvements indicated on the Plat and the design and construction documents for the Property; (ii) to have an easement for access over, under and through the Common Elements, and to use and grant easements through the Common Elements to Declarant, any Owner, neighboring properties, utility companies, or others persons; (iii) to delay the filing of the Articles for the Association, creation of Bylaws and Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as may be required herein or in the Bylaws; (iv) to alter, amend, expand, retract, eliminate, vacate or otherwise change the Common Elements, or any portion thereof, as necessary to enhance the value or purpose of the Property or to exercise Declarant's reserved rights hereunder, including without limitation the right to eliminate walls, roofs, overhangs, conduit, pipes and the like deemed to be Common Elements; (v) to vacate and replat the Plat, or portions thereof, from time to time, to conform the same to the actual location of any of the constructed improvements and to establish, vacate and relocate utility easements, access easements, and on-site parking areas, and as necessary to exercise Declarant's reserved rights to change the Common Elements or to annex additional property; (vi) to renovate, redesign, reassign, combine or make any changes to the Common Elements of the Property so long as any such changes do not diminish the overall square footage of all of the Common Elements by more than fifteen percent (15%); (vii) to annex additional property and Units to the Condominium Plat, whether such property is owned by the Declarant or not, and to impose additional easements and covenants on such additional property; (viii) to amend the percentage of ownership in the common elements and voting percentages of the Owners consistent with such annexation of additional property and Units to the Condominium, so long as such percentage of ownership is equitable; (ix) to grant in connection with such annexation temporary construction easements as necessary to accommodate construction of or on any annexed or neighboring property and to grant in connection with such annexation permanent easements as necessary for the orderly annexation of the property, including without limitation easements for utility lines and data transmission; and (x) to submit the Condominium to a master association and to merge or consolidate like-kind associations.

For purposes of annexing additional property into the condominium regime established by this Declaration and for purposes of making changes to the Common Elements for the benefit of some or all of the Owners, all of the Owners hereby, and by acceptance of deed for a Unit hereafter, irrevocably

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date first above written.

Notary Public

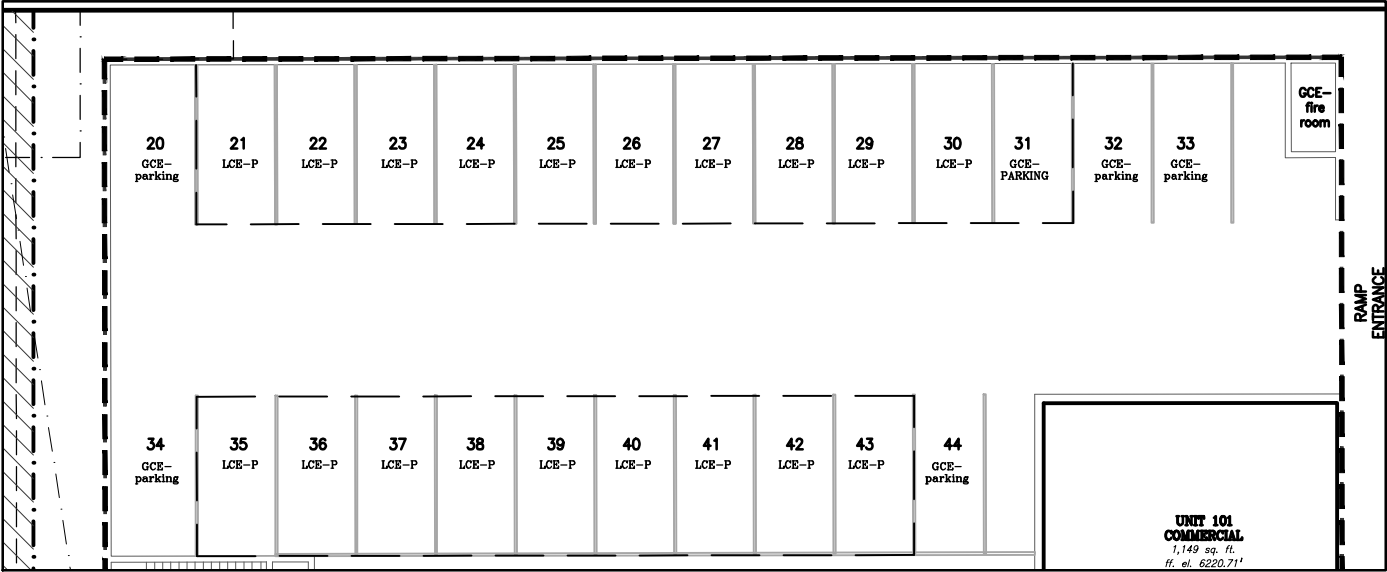
Exhibit A

Unit Number	Ownership % of Common Elements	sq ft	Unit Number	Ownership % of Limited Common Element-Residential	sq ft	Unit Number	Ownership % of Limited Common Element-Commercial	sq ft
Residential			Residential			Commercial		
209	1.83%	502	209	2.44%	502	101	16.80%	1149
210	1.83%	502	210	2.44%	502	102	32.99%	2257
211	1.84%	503	211	2.45%	503	103	25.61%	1752
212	1.82%	498	212	2.42%	498	104	24.60%	1683
207	1.85%	507	207	2.47%	507			
206	1.83%	501	206	2.44%	501	Total	100.00%	6841
303	1.80%	492	303	2.39%	492			
307	1.83%	501	307	2.44%	501			
205	1.82%	498	205	2.42%	498			
306	1.82%	498	306	2.42%	498			
302	1.80%	493	302	2.40%	493			
304	1.79%	491	304	2.39%	491			
213	2.30%	630	213	3.06%	630			
214	2.47%	678	214	3.30%	678			
308	2.63%	721	308	3.51%	721			
208	2.62%	718	208	3.49%	718			
201	2.69%	737	201	3.58%	737			
314	2.69%	737	314	3.58%	737			
216	2.69%	736	216	3.58%	736			
312	2.87%	787	312	3.83%	787			
310	2.84%	778	310	3.78%	778			
311	2.85%	781	311	3.80%	781			
309	2.89%	792	309	3.85%	792			
203	2.92%	799	203	3.89%	799			
202	3.03%	831	202	4.04%	831			
204	3.06%	838	204	4.08%	838			
305	3.19%	875	305	4.26%	875			
301	3.42%	937	301	4.56%	937			
215	3.70%	1014	215	4.93%	1014			
313	4.33%	1187	313	5.77%	1187			
Commercial								
101	4.19%	1149						
102	8.24%	2257						
103	6.39%	1752						
104	6.14%	1683						
Total	100.00%	27403	Total	100.00%	20562			

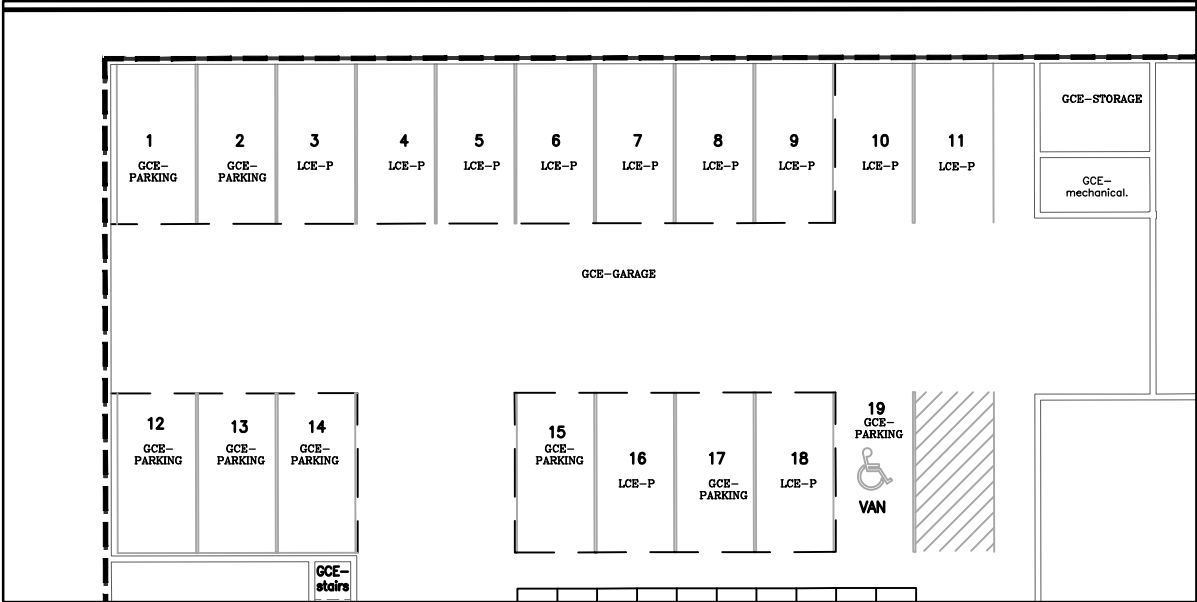
Exhibit B
Parking and Storage Space Assignments
[attached]

DRAFT

Parking Exhibit



FIRST FLOOR



BASEMENT FLOOR

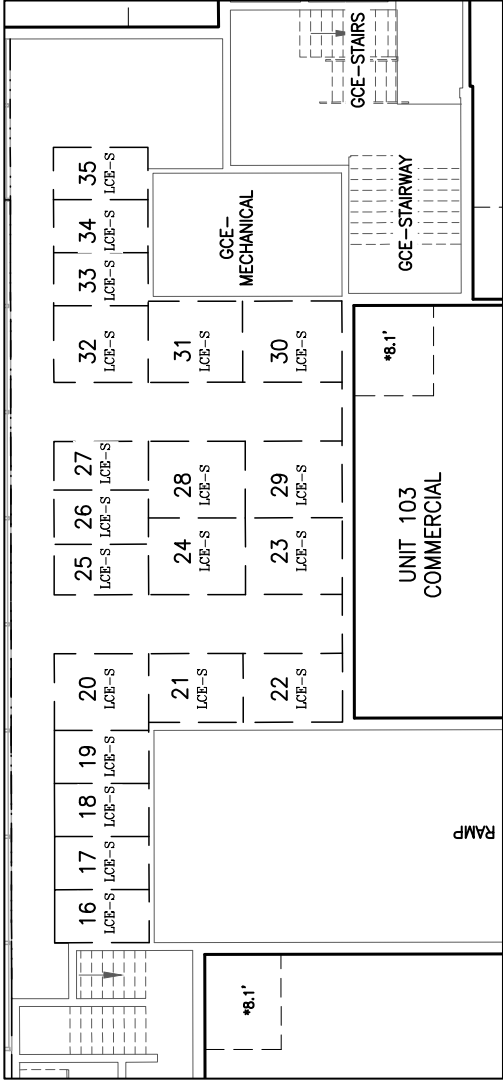
NOTE:
Parking spaces marked with * shall not be used for residential parking between 8:00am–6:00pm Monday through Friday.

DRAWING NO	DRAWING TITLE	DATE	2/24/2023
EXHIBIT A	MERCILL AVE. CONDOMINIUMS	ENGINEERED	
JOB NO	PARKING EXHIBIT	DRAWN	SK
22-336		CHECKED	
		APPROVED	LR

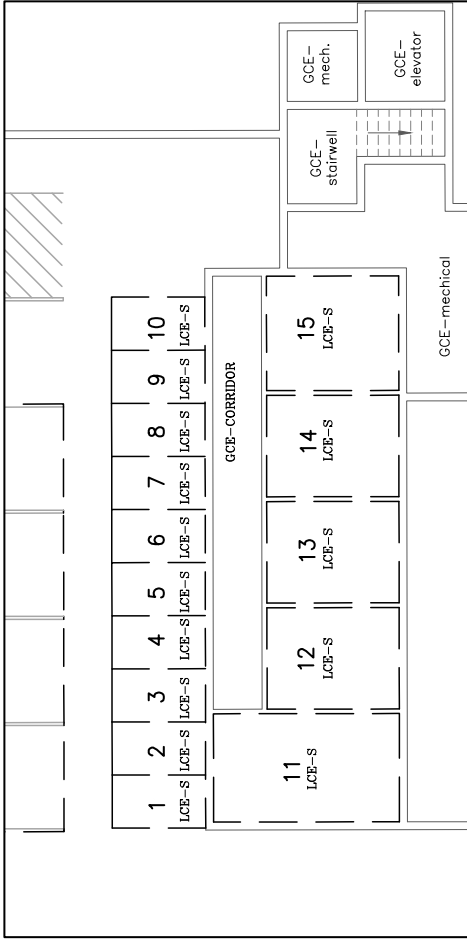
NELSON
ENGINEERING

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

Storage Spaces



FIRST FLOOR



BASEMENT FLOOR

DRAFT

DRAWING NO EXHIBIT A	DRAWING TITLE MERCILL AVE. CONDOMINIUMS STORAGE EXHIBIT		DATE 12/28/2022
	EXHIBIT NO 22-336		ENGINEERED SK
		CHECKED	APPROVED
		1F	

**TOWN OF JACKSON
SANITARY SEWER EASEMENT AGREEMENT**

This Sanitary Sewer Easement Agreement ("**Agreement**") is made and entered into on this ____ day of _____, 2023 ("**Effective Date**") by and between Teton County, Wyoming, a duly organized county of the State of Wyoming, of P.O. Box 1727, Jackson, Wyoming 83001 ("**Grantor**"), and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, Wyoming 83001 ("**Grantee**").

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Street Address: 145 & 105 Mercill Avenue, Jackson, Wyoming 83001

Legal Description: **Lots 18 and 19 of the Joseph R. Jones Third Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded in the Office of the Teton County, Wyoming Clerk on _____, 2023 as Plat No. _____**

Temporary PIDNs: _____

("Grantor's Property", which term includes any divisions or subdivisions thereof)

WHEREAS, Grantee is a municipal corporation that constructs, inspects, maintains, repairs and replaces underground pipelines, mains and sewers, and storm sewers, and necessary and pertinent manhole structures and other facilities associated with sewer infrastructure;

WHEREAS, Grantor desires to grant and establish a perpetual non-exclusive easement to and for the benefit of Grantee in, under, over, through, across and on that portion of the Grantor's Property legally described on **Exhibit A** and as shown on **Exhibit B ("Easement Area")**, attached hereto and made a part hereof by this reference, for a sanitary sewer line according to the terms and conditions set forth herein;

WHEREAS, Grantee desires to use the Easement Area for purposes of laying out, constructing, inspecting, operating, maintaining, and repairing new and existing portions of the Town's sanitary sewer line;

WHEREAS, Grantor and Grantee desire to establish a non-exclusive easement to and for the benefit of Grantee within the Easement Area, according to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. **Grant of Easement; Reservation.** Grantor hereby grants and conveys to Grantee a non-exclusive permanent easement in, on, over, under, across, and through the Easement Area for constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating, and removing the Town's sanitary sewer line ("**Easement Purpose**"). Subject to the notice requirements of Section 4 herein, Grantee, its officers, officials, employees, agents, representatives,

contractors, subcontractors, licensees, successors, and assigns shall have the right and privilege to access the Easement Area for the Easement Purpose. Grantor reserves the right unto itself, its heirs, successors and assigns, to utilize the Easement Area, and to grant additional easements in all or a portion of the Easement Area, so long as said use and additional easements granted are consistent with the rights granted herein and do not unreasonably interfere with the easement granted herein.

2. Limitations on Grantee Use. Grantee shall exercise its rights granted above with due regard to the rights of others and their use thereof and shall not use the Easement Area in a way that would impair the rights of Grantor or others, including, without limitation, other utilities located in the Easement Area or vehicular or pedestrian access within the Easement Area. Grantee shall have no right to place, construct or maintain any above-ground buildings, structures, or improvements of any kind within the Easement Area. "Above-ground" shall mean any buildings, structures, systems, or other improvements that are not level with, or below, the existing surface grade of the Easement Area.
3. Obstructions. Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Area after the date of this Agreement (i) any buildings, structures, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, that may interfere with the Grantee's rights granted hereunder, without the prior written consent of Grantee, which consent shall not be unreasonably conditioned, withheld or delayed, though Grantor may place moveable objects, a trash receptacle and enclosure for said trash receptacle within the Easement Area without prior consent from Grantee; (ii) any landscaping that impairs, interferes with, or obstructs the use of the Easement Area by Grantee without the prior written consent of Grantee, which consent shall not be unreasonably conditioned, withheld or delayed. Grantee acknowledges that landscaping, concrete sidewalk, asphalt pavement and other improvements and utilities existing in the Easement Area as of the Effective Date, if any, do not interfere with the Grantee's rights hereunder and do not require the written consent of Grantee. For the avoidance of doubt, (i) vehicular parking within designated parking or loading spaces, (ii) snow plowing/removal, grading, paving, and the repair and replacement of asphalt, (iii) restriping, and (iv) the installation and maintenance of signage shall be permitted within the Easement Area without the prior written consent of Grantee, though Grantor shall cause all vehicles parked within the Easement Area to be removed from the Easement Area while Grantee is actively working within the Easement Area.
4. Notice of Maintenance; Use of Easement. Grantee shall give Grantor at least thirty (30) days' advance written notice of its intent to exercise its rights under this Agreement and shall use reasonable efforts to notify Grantor of its intent to exercise its right under this Agreement for emergency or unplanned repair, maintenance, and replacement when such prior notice is feasible. In exercising its rights hereunder, Grantee shall use its best efforts to minimize disturbance to the owners, tenants, occupants, guests and other users of Grantor's Property and the Easement Area.
5. Restoration. Grantee agrees that the surface of the Easement Area and adjacent lands and improvements that are disturbed or impaired by Grantee's work, shall be restored within thirty (30) calendar days from completion of Grantee's work to an equivalent or better condition than it was found in immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors. In exercising its rights hereunder, Grantee will provide subjacent support to any buildings on Grantor's Property. Grantee agrees that any other subsurface improvements (such as cable providers' vault boxes) disturbed or impaired by Grantee's work shall be restored as promptly as possible from the date of such disturbance or impairment by Grantee.
6. Interruption of Services. In the event that Grantee's exercise of its rights granted herein shall result in the interruption or loss of services from any utilities (including cable and Internet) located in the Easement Area to owners, tenants, occupants, guests and other users of Grantor's Property ("Interruption of Services"), Grantee agrees to use its best efforts to restore such services to an

equivalent or better standard or condition as soon as possible, but at least within ten days of receiving notice of Interruption of Services. Grantee shall bear all costs related to such restoration. If Grantee refuses or fails to restore utility services within ten days of receipt of notice of an Interruption of Services, Grantor may make such repairs or perform such maintenance without liability to Grantee. All sums reasonably incurred by Grantor in connection with such repairs or maintenance shall be due and payable by Grantee to Grantor, on demand by Grantor. In the event of an emergency, Grantor may make any repairs or perform maintenance without liability to Grantee, and Grantee shall reimburse Grantor as provided for in this section.

7. Indemnification. Grantee hereby agrees to indemnify, defend and hold harmless Grantor, its heirs, successors and assigns, from and against, any injury to any party acting on behalf of Grantee during any use of the Easement Area, and any other type of claim, loss or damage (including attorney fees and all damage to property) to the extent arising from Grantee's exercise of its rights under this Agreement. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to indemnify or hold harmless Grantor for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts or omissions of Grantor, its successors, assigns, employees, contractors or any other third party not acting at the direction of or on behalf of Grantee. Grantor will notify Grantee in writing within twenty (20) business days of Grantor receiving notice of any claims against Grantor arising from or related to Grantee's exercise of its rights under this Agreement from which Grantor is or will be seeking indemnification from Grantee. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Grantee in relation to such claims under Wyoming law.
8. Successors and Assigns; No Public Dedication. This Agreement shall constitute a covenant running with the land and shall inure to the benefit of the parties and their heirs, assigns and successors in interest. Nothing contained herein shall be deemed a dedication of the Easement Area for public use.
9. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.
10. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
11. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.
12. Governmental Immunity. Grantee does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
13. No Assumption of Liability or Responsibility. All improvements or maintenance to the Easement Area necessary to ensure Grantee's access will be the sole responsibility of the Grantee.
14. Authority. Grantor covenants that Grantor is the owner of the above-described property and that the consideration recited herein shall constitute full and final payment for the easement granted herein.

15. Abandonment. In the event Grantee ceases or abandons use or operation of the Town's sanitary sewer line located within the Easement Area for a period of one (1) year, Grantee shall release Grantor and Grantor's Property from all rights, duties, obligations, and encumbrances created by this Agreement, and Grantee, at its expense, shall remove all visual improvements that Grantee placed, installed or constructed on Grantor's Property. In such event, Grantor and Grantee shall execute and record a vacation of easement in the Office of the Clerk of Teton County, Wyoming for purposes of vacating this Agreement. Grantee shall have no obligation to remove subsurface improvements unless the abandonment of such improvements creates a health hazard or dangerous condition to Grantor's Property, or if the continued existence of such subsurface improvements interferes with other subsurface improvements. Grantee shall have no right to resume the use of the Easement Area or the Easement Purposes after one (1) year of non-use. Grantor's failure to affirmatively request the release pursuant to this provision shall not be a defense to Grantee's obligation to release the easement granted herein.
16. Attorney's Fees. In the event of a dispute between Grantor and Grantee, or their respective successors and assigns, that arises from or is related to the terms of this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable attorneys' fees and costs from the non-prevailing party.

(signatures follow on next page)

GRANTOR:

Teton County, Wyoming, a duly organized county of the State of Wyoming

Luther Propst, Chairman
Teton County Board of County Commissioners

Attest:

Maureen E. Murphy, Teton County Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this ____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Luther Propst, as Chairman of the Teton County Board of County Commissioners, and Maureen E. Murphy, as Teton County Clerk, of Teton County, Wyoming, a duly organized county of the State of 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

GRANTEE:
TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Riley Taylor
Its: Town Clerk

STATE OF WYOMING

)

)ss

COUNTY OF TETON

)

This instrument was acknowledged before me _____ the ____ day of, 2023 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and Riley Taylor, as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires:

Exhibit A
[Legal Description of Easement Area—attached]

DRAFT

**EXHIBIT A
LEGAL DESCRIPTION
SEWER EASEMENT**

A 30-foot-wide easement, located within the NE 1/4 SE 1/4, Section 28, Township 41 North, Range 116 West, 6th Principal Meridian, Town of Jackson, Teton County, Wyoming, and being located in Lot 18 and Lot 19 of Joseph R. Jones Third Addition to the Town of Jackson, Plat No. _____, records of the Office of the Clerk of Teton County, the centerline of said 30-foot-wide easement being 15 feet each side of the following described line:

Beginning at a point on the southerly line of Lot 19, said point being S90°00'00"W, a distance of 162.06 feet from the southeast corner of Said Lot 19;
Thence N00°13'51"W, a distance of 63.08 feet to an existing manhole within Said Lot 19;
Thence N08°45'36"W, a distance of 30.77 feet to the dividing line of Said Lot 18 and Lot 19;
Thence N08°45'36"W within Said Lot 18, a distance of 13.82 feet to Said dividing line;
Thence N08°45'36"W within Said Lot 19, a distance of 35.43 feet to Said dividing line;
Thence N08°45'36"W within Said Lot 18, a distance of 8.03 feet to a point on the northerly line of Said Lot 18, Said point being S89°56'43"W, a distance of 174.91 feet from the Northeast corner of Said Lot 19.

Containing 0.104 acres more or less and is subject to easements, rights-of-way, reservations, and restrictions, of sight and/or of record.

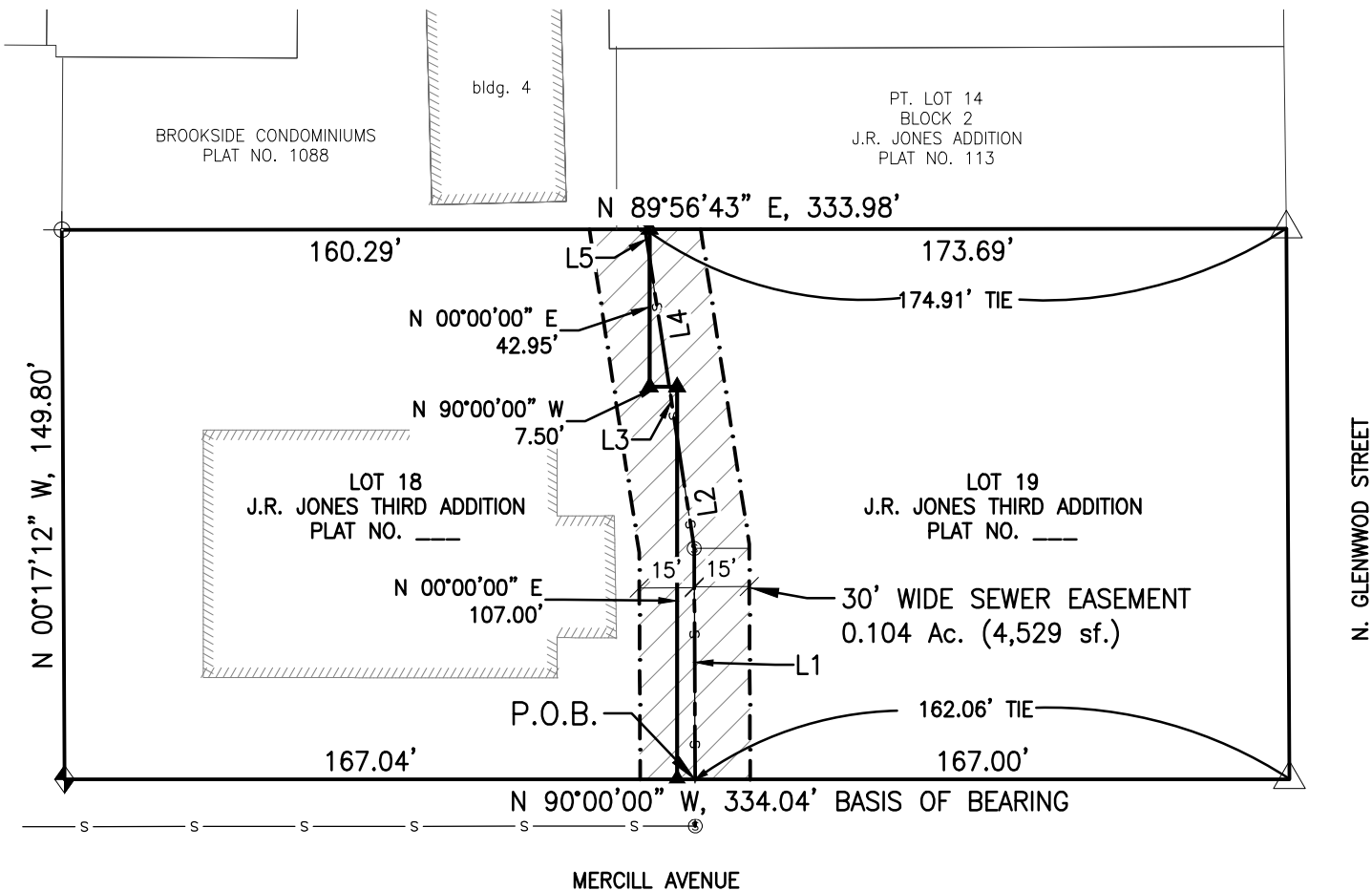
Basis of bearing is N90°00'00"W along the south line of Said Lot 18 and Lot 19 of Joseph R. Jones Third Addition.

Lucas D. Rudolph
Wyoming PLS 15442
Nelson Engineering
Project 22-336
February 21, 2023

Exhibit B
[Graphical Depiction of Easement Area—attached]

DRAFT

EXHIBIT B



SEWER EASEMENT		
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°13'51"W	63.08
L2	N08°45'36"W	30.77
L3	N08°45'36"W	13.82
L4	N08°45'36"W	35.43
L5	N08°45'36"W	8.03



SCALE 1" = 50'

Lot 18 and Lot 19, Joseph R. Jones Third Addition located within NE 1/4 SE1/4 Section 28, T41N, R116W, Town of Jackson Teton County, WY

DRAWING NO 1	DRAWING TITLE TOWN OF JACKSON SEWER EASEMENT	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE 2/21/2023
JOB NO 22-336			ENGINEERED
			DRAWN SK
			CHECKED LR
			APPROVED LR

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 11/22/2022

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: Mercill Avenue Condominiums Addition to the Town of Jackson
2. LOCATION: 105 Mercill Avenue, Jackson, WY
3. PROJECT NUMBER: _____

4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	X	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO			1.25	
1 BEDROOM	<u>20</u>		1.75	<u>35</u>
2 BEDROOM	<u>10</u>		2.25	<u>22.5</u>
3 BEDROOM	_____		3.00	_____
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				<u>57.5</u>

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{57.5} \text{ TOTAL PROJECTED POPULATION } \times \frac{\underline{9 \text{ ACRES}}}{1000 \text{ RESIDENTS}} = \underline{0.5175} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{0.5175} \text{ REQUIRED ACRES } \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{54,750} \text{ CASH-IN-LIEU}$$

Addressed in Dept. Reviews. Corrected amt is \$51,750

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: 11/22/2022

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: Mercill Avenue Condominiums Addition to the Town of Jackson
2. LOCATION: 105 Mercill Avenue, Jackson, WY
3. PROJECT NUMBER: _____
4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	<u># OF UNITS</u>	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>30</u>		<u>0.45</u>
.015 ACRES PER UNIT MULTI-FAMILY				
5. CALCULATE CASH IN-LIEU:

<u>0.45</u>	LAND DEDICATION STANDARD	X	\$100,000 (VALUE OF LAND)	= \$	<u>45,000</u>	CASH- IN-LIEU
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6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

Katelyn Page

From: noreply@civicplus.com
Sent: Thursday, March 2, 2023 8:31 AM
To: Town Council
Subject: Online Form Submittal: Peter Boogaard Email the Town Council



Email the Town Council

Email Content: 3/1/2023

Re: Mercill Ave Workforce Housing Project

To Whom It May Concern:

I am writing out of a concern for clients I have been working with to help obtain financing to purchase condos in the Mercill Avenue Project. I have multiple buyers I have been working with for months now in an effort to help them obtain the most affordable loan solutions possible to help ease the burden of homeownership as well as the rampant housing issue we have in our region. We have recently learned that the platting process has been pushed back yet again and does still not have a concrete date to be completed. My concern at this point is due to multiple issues that I would love to help alleviate if it is within my power at all. Primarily, the concern is the timing of the project and how to move things forward, and the insecurity and issues it is causing for all parties involved but most importantly the homebuyers. I have multiple clients that are in a position where they have been trying to determine how and when they will be able to move into their respective units for months. This is complicated in so many ways. Some of them have current leases that the landlord wants them out of, others have gone month to month and are paying even higher rents, and others still have mortgage rate locks that are expiring and will potentially cost thousands of dollars to extend.

Clients that are lucky enough to have secured a contract in the project are now in limbo as to what they can do with their housing. They have been expecting to be able to move in since January and are now in some instances frantically trying to make arrangements as the dates keep getting pushed back again and again. This is exasperating an already urgent

housing issue in the region.

These same clients, in many instances are now at risk of losing their rate locks in a time when rates are steadily increasing. The driver of mortgage rates is the 10 year treasury and that has been steadily climbing which pushes affordability out of reach even further for them. For most lenders, there are options to extend rate locks, but it is at a cost of .25% of the loan amount for each 15 day extension. That means that on a \$400,000.00 loan it costs them \$1k every 15 days to extend, and an \$800,000.00 loan would cost \$2k every 15 days. \$2k - \$4k per month effectively. These costs are paid at closing and require the client to bring in the funds at closing. If they are already having to extend rents at unreasonable month to month rates that will only put them further behind. In most instances, banking institutions cannot extend locks more than twice or 15 days total.

The alternative to these lock extensions is to let their lock expire and then they would have to re-lock at higher rates. If rates go up .5% on a \$400k loan that is an increase of about \$125 per month for the life of the loan. \$800k would be a cost of \$250 per month. Over 10 years that is \$15-30k in additional expense to the buyer.

Essentially, The point of this is that the longer this extends out, the more it pushes affordability out the window, and the more people are struggling in this already very tough housing market. I would hope that we can find a way to move this forward as soon as possible and get these purchases closed to alleviate the pain and anxiety of those waiting in the wings on the political process to resolve things. I would be happy to help in any way that I can but want to emphasize the real life effects of these delays on the very people that we should be trying to help as citizens of this community. I can say that in other communities I have worked in the platting process is done prior to issuance of the building permits, specifically to alleviate these issues. I was shocked to find out that these delays seem to right now feel like they are out of anyone's control.

Please let me know if there is anything that I can do to help alleviate and resolve any issues delaying this process. I am sincerely committed to helping people find homes and achieve the American dream.

Your Name:

Peter Boogaard

Your Company Name:	Zions Bank
Your Phone Number:	801-244-0587
Your Email Address:	peter.boogaard@zionsbancorporation.com
Your City:	Driggs
Your State:	Idaho
Your Zip Code:	83422

Email not displaying correctly? [View it in your browser.](#)

Katelyn Page

From: noreply@civicplus.com
Sent: Thursday, March 2, 2023 8:22 AM
To: Town Council
Subject: Online Form Submittal: Mary Kaufmann Email the Town Council



Email the Town Council

Email Content:

To the TOJ Mayor Morton-Levinson and TOJ Council Members, Planning Director Paul Anthony and Planning Commission Members, Tyler Valentine Senior Planner & April Norton Housing Director,

I am writing to you today to ask that the approval of the HOA & Platting for the 105 Mercill project, currently scheduled for approval by the Town Council on March 20th be expedited if at all possible. I am a realtor, and my clients Fraser Tear & Erin Visconti have been patiently waiting for this last step to be completed so that they can close on their new home. They are employed as a school teacher and a small business owner and are purchasing one of the deed restricted units in this project. They have had to extend the lock on their loan rate once already and will need to do so again to accommodate the delay in this approval process – a cost of another \$2,000 for a second 30 day extension. If they can't close by April 7th these extensions and the money spent will all be for naught and they will have to get a new loan at a higher rate which will likely make this purchase out of their financial reach.

Erin & Frazer are the exact type of prospects that these housing projects are intended for and I would hate to see them without housing. Frazer grew up in Jackson and has hoped to make this his permanent home. They have to vacate their current rental by April 1st as we had expected the plat and HOA documents to be approved by March 6th so they could have closed by the end of March. Any further delays could mean giving up their dream of owning their own home if these documents are not completed in sufficient time to get everything recorded and the bank have time to review them before the closing process can begin and ensure closing is completed by April 7th.

As it is, they will have to rent a storage unit for their belongings and find a place to sleep for a week once they are out of their current apartment. I am sure you can understand the frustration and lack of security this situation is causing them as first time homebuyers.

I ask that the Town Council and Planning Commission and Housing Authority expedite this approval process giving it the highest priority for completion possible – even to go so far as to schedule a special meeting to approve the documents once the two-week period holding period for review of the documents prior to approval has been met. (I believe that date will be March 10th - so a special Town Council meeting the week of March 13th if possible?) By expediting this process you will be ensuring that Erin & Frazer and the dozen other deed restricted purchasers are not left hanging in limbo with less housing security than ever due to timing issues with the Town. If a special meeting to approve these documents is simply out of the question I hope that the approval on March 20th and subsequent steps to record everything will be handled as expeditiously as possible to ensure closings can begin immediately after approval.

Thank you for your time and your service –

Mary Kaufmann

Your Name:	Mary Kaufmann
Your Company Name:	Keller Williams
Your Phone Number:	5038196955
Your Email Address:	mary.kaufmann@icloud.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

Email not displaying correctly? [View it in your browser.](#)

Katelyn Page

From: Tyler Valentine
Sent: Thursday, March 2, 2023 11:20 AM
To: Paul Anthony; Katelyn Page
Subject: FW: Asking for help with 105 Mercill Ave

-----Original Message-----

From: Joe Rudd <joeruddmusic@gmail.com>
Sent: Thursday, March 2, 2023 11:00 AM
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Asking for help with 105 Mercill Ave

Hi Tyler

I am humbling writing to ask for help...

My name is Joe Rudd, I'm a teacher here in Jackson @ Teton Music School and Summit Innovations High School. I'm a Wyoming native and like many in town, have struggled to find affordable housing in my home state and where my family lives.

This past December I received the best news I've got in a decade and that was I was next on the list to have the opportunity to buy a workforce apartment @ 105 Mercill Avenue. I have been planning for this for months now thinking I would be able to move in the end of January, but the Platting was then pushed to February which was then pushed to March, and now I just received news this morning it's getting pushed back yet again...

I fear that if this is happening, I won't be able to actually afford the workforce affordable housing that this town is trying to offer. Interest rates are almost more than an entire percent higher than when I locked the rates, and if the platting process gets pushed any further, I fear I won't be able to afford it, and take a pretty big financial hit as I've already payed for an inspection, an appraisal, ect - and even more worrisome, my landlord is expecting me to leave soon and has already promised my current apartment to the next tenant.

I know that times have been tough the past couple years - staffing, the regional housing situation, covid, and everything else we have dealt with as a community, so I can imagine you all are also feeling this in your day to day operations - I also can understand that there may not be anything you're able to do, but if there is, I am asking that we can try to get the final platting process completed on March 6th as that is what was originally positioned. If it gets pushed again, I fear I won't be able to afford it, lose my current interest rate lock, and the 100+ hours of time I've spent getting approved and preparing documents - I fear that the classes at the high school, all 40+ students of mine, and the life I've been trying to build may not be possible and I'll have to leave the valley if this gets pushed again...my current situation isn't sustainable and because I was told plat would be recorded on March 6th and I lose my studio apartment in 3 weeks.

I believe I've been an active, contributing member of our community, and I hope that I'm seen and heard - thank you for taking time to read this. I hope you know it's appreciated and I have nothing but gratitude for the opportunity to be heard.

Thank you for your consideration.

Joe Rudd
2133274335

Katelyn Page

From: Tyler Valentine
Sent: Thursday, March 2, 2023 12:20 PM
To: Paul Anthony; Katelyn Page
Subject: Fwd: Urgent | 105 Mercill Approval

Sent from my iPhone

Begin forwarded message:

From: Frazer Tear <frazer.tear@gmail.com>
Date: March 2, 2023 at 12:16:43 PM MST
To: Tyler Valentine <tvalentine@jacksonwy.gov>
Subject: Urgent | 105 Mercill Approval

Hello Tyler,

We are writing to you as two long term community members, a teacher in TCSD #1 and a small business owner, who are in the process of purchasing a unit at 105 Mercill. We are grateful that this community supports housing programs for the workforce, and that we have the opportunity to benefit from these programs. Purchasing a workforce unit will enable us to continue to live and work in Teton County, which as you know, is no easy feat. However, over the past few months, we have experienced many roadblocks that put this dream in jeopardy. Most significantly are the costs associated with purchasing a home. Although these units are deed restricted, we are at the absolute limit of our finances and the stress of this reality is all too real.

We have locked in a rate on our mortgage and are prepared to close, but the final approval continues to get pushed back further and further. At this point, our ability to make the purchase is very uncertain, especially if we are faced with the significant financial penalties associated with a delayed closing date. Due to the increasing mortgage rates, we cannot afford to let our rate lock expire. If the platting had been approved at the February 28 meeting, we would have had just enough time to close before our rate expired on March 7. With the platting and approval postponed, we are faced with thousands of dollars of fees for the extension. If we let the rate expire and accept a new, higher rate, we will pay tens of thousands more over the life of our loan. Coupled with significant construction oversights at these units, which may also cost us tens of thousands, we fear we may no longer be able to afford the unit. In addition, we have given our final notice on our rental and have to move out by April 1st. We've been lucky to have a stable rental, but now a secure living situation, and our ability to stay in the valley, is entirely dependent on closing on the unit in a timely manner.

This letter is an appeal to all the necessary departments to please expedite this process with the utmost urgency. There are many other buyers who are in the same situation and these delays have a massive impact on the workforce. This is causing financial worry, elevated housing insecurity, and to be honest, a dire situation for many dedicated local workers. Please recognize

the gravity of the implications these decisions have on the very population you have committed to serve.

Sincerely,

Frazer Tear & Erin Visconti

STAFF REPORT



Meeting Date:	March 20, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Planning	Presenter:	Katelyn Page
Agenda Item:	Item P22-299: Request for a Fee Reduction for project P22-298 Subdivision Plat at the property addressed 105 Mercill Avenue.	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a request for a fee reduction associated with the review of a Subdivision Plat at the property addressed 105 Mercill Avenue.

Requested Action.

The applicant, Mercill Partners, LLC., has requested a fee reduction for planning review fees associated with a proposed Subdivision Plat (P22-298). The proposed Subdivision Plat would create a 34-unit mixed use condominium building at 105 Mercill Avenue. The applicant has submitted this request pursuant to Ordinance 939 of the Town of Jackson and Municipal Code section 15.04.090.

Background.

Pursuant to Ordinance 939 the Town Council may reduce, defer, or waive application fees upon the request of an applicant if the proposed project advances significant community goals, which include, but are not limited to the following:

- A project that is sponsored by a governmental entity or a project that receives public funding.
- A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.

Per the applicant, this project provides a benefit to the community for increasing the affordable housing stock in the community. The Teton County Board of County Commissioners (BCC) directed the Jackson/Teton County Housing Department staff to release a Request for Proposals to develop workforce housing at 105 Mercill Avenue, thus the project is sponsored by a government entity. The project incorporates a ground lease with Teton County for under market value effectively subsidizing the project by reducing of the cost of the land to develop the property.

Should Town Council make the determination that this proposal advances significant community goals as described above, a motion has been provided below for the reduction of the fees.

Recommendations.

No recommendation has been provided by the Planning Director given the nature of this request. Please note that the Council has the option to reduce, defer or waive such application fees if desired.

Alternatives.

Council has the option to approve, modify, or deny the proposed request.

Fiscal Impact.

Approval of the applicant's request would result in a loss of \$1,202.00 to the Town.

Staff Impact.

None identified.

Attachments or Links.

Applicant Submittal

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

I move to **approve** a request to waive the \$1,202.00 fee for Mercill Partners, LLC, associated with the planning review for Subdivision Plat P22-298.

Paul Anthony
Town of Jackson Planning and Building
150 East Pearl Avenue
Jackson, WY 83001

31 January 2023

Dear Paul,

Mercill partners, LLC is submitting for a fee waiver request for 105 Mercill Avenue. 105 Mercill is currently being approved for plat.

In March 2019, the Board of County Commissioners (BBC) directed Housing Department staff to release a Request for Proposals to develop workforce housing at 105 Mercill Avenue. Teton County has owned the property since 1981. 105 Mercill was designed for 30 workforce housing units total including 20 one-bedroom units, and 10 two bedrooms built over a mix of retail, office spaces and covered parking at street and a below-grade parking garage.

On 30 July 2019, the BBC awarded the project to Mercill Partners and directed staff to enter into a Development Agreement and Ground Lease. The land was supplied to Mercill partners. Pursuant to Ordinance 939, the Town Council may reduce, defer, or waive application fee upon the request of an applicant if the proposed project advances significant community goals, which include, but are not limited to the following:

- A project that is sponsored by a government entity or a project that receives public funding.
- A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.

The project was initiated through Jackson/Teton County Affordable Housing by the BBC so therefore the project was sponsored by a government entity. The BBC entered into a Ground Lease for under market value rate so therefore the project received public funds by being subsidized by a reduction of the cost of the land to develop the property. This project provides a benefit to the community for increasing the affordable housing stock in the valley. Per the Teton County website affordable housing is "Housing our workforce locally contributes to maintaining a vital community, and we're lucky to live in a place where our leaders and voters support it"

Mercill Partners is asking to waive the planning review fees associated with the project because the project is a benefit to the community.

Sincerely.

Tyler Davis

SK/22-336

December 29, 2022

Town of Jackson
Planning Dept.
P.O. Box 1687
Jackson, Wyoming 83001

RE: Final Plat Application Submittal, Mercill Avenue Condominiums Addition to the Town of Jackson.

We are submitting for Final Plat Application a subdivision of Lot 19, Block No. 2 of Joseph R. Jones Third Addition to the Town of Jackson; 22-41-16-28-4-02-012. A boundary adjustment is being submitted by Teton County called Joseph R. Jones Third Addition, it will create Lot 19.

Findings:

1. the subdivision is in substantial conformance; this is a condominium subdivision of an existing approved development.
2. This subdivision complies with all the standards of Section 8.5.3. All required documentation has been submitted.
3. This subdivision complies with subdivision standards of Division 7.2; the condominium subdivision is allowed in CR-2 Zone of the Town. This development has an approved building permit that complies with all building codes. This is new construction and there are no existing tenants. The subdivision is in compliance with all the required improvements to serve the units in the building.
4. This subdivision complies with all other relevant standards of the LDRs and other Town Ordinances.

Parking and Storage:

There are 44 total parking spaces and 36 storage spaces. Each residential unit will be assigned one parking space and one storage space prior to recordation of the CCRs, which spaces and storage units will be specifically designated on Exhibit B to the CCRs. Each commercial unit will have 1 assigned storage space. The Association will also have 1 assigned storage space. The 14 remaining parking spaces will be GCE for use by all units, with 4 of the 14 parking spaces being conditioned on the following: "No residential parking between 8:00 am – 6:00 pm Monday through Friday". This condition will be included on Exhibit B, and the purpose is to ensure these are shared between the commercial and residential users. Please note, designation of LCE-P and GCE spaces, and which residential units will be assigned which LCE-P spaces, will be finalized prior to recordation of the CCRs and plat.

Note:

All residential units will be deed restricted with an approved Workforce restriction.

Included in this submittal for Final Plat:

- a signed application form from Owner
- School and Park exaction fee calculations
- Title Report
- Ground Lease document
- Proof of Publication for Notice of Intent to Subdivide
- Declaration of Condominium
- Certificate of Mortgage Affidavit
- Plat Drawings

We would like to request a fee waiver of the application fee.

I believe this address all the requirements for Final Plat Application. Please call me if you have any questions or concerns.

A handwritten signature in cursive script, appearing to read "Sue Karichner".

Sincerely,

Sue Karichner

Encl.

STAFF REPORT



Meeting Date:	March 20, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-015: Amendment to PUD Snake River Canyon Ranch (Teton County)	Public Comment:	Yes

Purpose & Policy Considerations.

The Council is required to review and provide comment on any proposed amendments to resort master plans in Teton County.

Requested Action.

The applicant, Christopher Swann and Snake River Bend Ranch LLC, are requesting that Teton County approve:

- 1) An amendment to a Master Plan pursuant to Section 8.7.3 of the Teton County Land Development Regulations to transfer a single dwelling unit with a short-term rental use (Lot 23) and change Lot 23 to Sub Area I, to allow development as employee housing.
- 2) An LDR Text Amendment, pursuant to Section 8.4.2 of the Teton County Land Development Regulations, to update the language in *Section 4.3.6, Snake River Canyon Ranch* of the LDRs in order to ensure consistency with the proposed changes to the PUD Resort Master Plan proposed as part of this application.

Recommendations.

This type of joint review ("courtesy" review) does not require a recommendation from the Planning Director, so none is provided. Regardless, the Planning Director does not find that the proposed amendment will have a significant negative impact on the interests of the Town.

Background.

Please see the attached staff report from the Teton County Planning Department for a detailed background and description of the request.

Analysis and Key Policy Issues

Key Policy Issue: How does the proposed amendment impact the interests of the Town of Jackson?

Analysis: According to Sec. 4.3.1.E.4 of the Teton County LDRs, each jurisdiction shall receive and consider recommendations from the other jurisdiction when a Planned Resort application is submitted for review or amendment. The text of Sec. 4.3.1.E.4 is as follows:

4. **Joint Review by Town and County.** The County Planning Commission and the Board of County Commissioners shall receive and consider recommendations from the Town Planning Commission and Town Council regarding any Planned Resort master plan application in the County. For the same purpose, The County Planning Commission and Board of County Commissioners shall make recommendations to the Town Planning Commission and Town Council regarding any Planned Resort master plan application within the Town of Jackson.

- a. **Purpose.** The purpose of the County's and Town's review of any Planned Resort in the other jurisdiction is to recognize the impact of resorts on neighboring jurisdictions and to provide an opportunity for cooperation in planning and mitigation of potential impacts.
- b. **Intent.** The intent of review is for the Town Planning Commission and Town Council to have an opportunity for review and comment on a proposed Master Plan. The Town's role is advisory only and does not include a voting participation in review of the Planned Resort master plan.

Staff has concluded that the proposed amendments should not have any significant adverse impact on the Town of Jackson largely due to the minor scope of the request and the distant location of the resort to Town.

Fiscal Impact.

None

Staff Impact.

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

Planning Commission

On March 15, 2023, the Town Planning Commission discussed this item and concluded that, in general, locating more housing at the resort is a good solution but acknowledged that locating more development near the river could have negative environmental consequences, although the proposed development would meet the 150' river setback.

The Teton County Planning Commission heard this item on March 13, 2023, and recommended denial of the request.

Attachments or Links.

Teton County Planning Commission staff report dated March 13, 2023.

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

I move to direct staff to provide the Town Council's comments to the Teton County Board of Commissioners on the proposed amendment to the existing Snake River Canyon Ranch Resort Master Plan and Development Plan (Item P23-015) as expressed in this meeting dated March 20, 2023.



Planning Commission - Staff Report

Subject: PUD2022-0003 & AMD2022-0006: Amendment to Snake River Canyon Ranch Resort Master Plan and Teton County LDRs

Agent/Applicant: Jorgensen Associates, Inc.

Property Owner: Christopher Swann and Snake River Bend Ranch, LLC

Presenter: Hamilton Smith

REQUESTED ACTION

- 1) Approval of a Master Plan Amendment pursuant to Section 8.7.3 of the Teton County Land Development Regulations to transfer a single dwelling unit with a short-term rental use (Lot 23) and change the boundary of Sub Area I to include Lot 23 to allow Lot 23 to be developed for employee housing and offices related to Resort operations.
- 2) Approval of an LDR Text Amendment, pursuant to Section 8.7.1 of the Teton County Land Development Regulations, to update the language in *Section 4.3.6, Snake River Canyon Ranch* of the LDRs in order to ensure consistency with the proposed changes to the PUD Resort Master Plan proposed as part of this application.

The application includes the 2 sets of findings associated with a PUD application (Section 8.7.3 and 8.2.13.D.), a red-lined version of the withdrawn application narrative PUD2022-0003, clean application narrative and a red-lined version of the Master Plan reflecting proposed amendments.

AMD2022-0006 includes proposed revisions to the Teton County LDRs, Section 4.3.6 (Snake River Canyon Ranch) that result in the event of approval of PUD2022-0003.

BACKGROUND/DESCRIPTION

BACKGROUND

The project area is located within an approximately 1,100-acre swath of land located south of Hoback Junction and east of the Snake River, which spans two major developments—the Snake River Canyon Ranch Resort and the Snake River Sporting Club Planned Residential Development (PRD) and golf course. Although initially owned and developed by the same entity, the two major developments were permitted and approved through separate planning processes and have since come under different ownership.

The Amended and Restated Snake River Canyon Ranch Resort PUD-PR Master Plan (signed July 13, 2016)

The Board of County Commissioners approved the Amended and Restated Snake River Canyon Ranch Resort PUD-PR Master Plan on September 17, 2015, and the Planning Director signed and put into force the Certification of Amendment and Complete Restatement of Entitlements, Standards and Conditions for the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort on July 13, 2016. The purpose of the Snake River Canyon Ranch Resort - Planned Resort Zone is to provide for a mix of recreational, retail, and service-oriented activities which have a high degree of self-containment and provide economic and other benefits to the community. The Master Plan establishes the entitlements, standards and conditions for the development and use of the Snake River Canyon Ranch Resort (the Resort).

The Resort consists of three distinct sub areas:

- **Sub Area I** – “Astoria Hot Springs Site”
- **Sub Area II** – “Legacy Lot and Resort Infrastructure”
- **Sub Area III** - “Resort Lodging Core”

Planning Commission - Staff Report

This application considers the reallocation of transferable development rights within Sub Area II of the Resort.

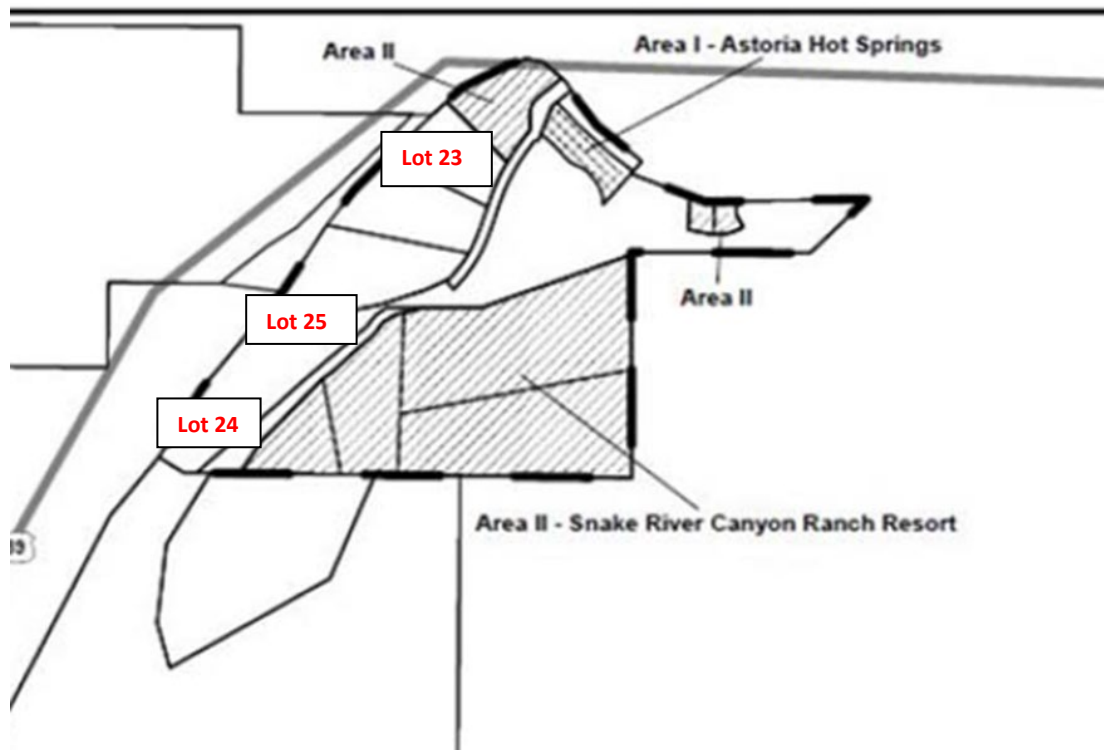
All development shall comply with the Master Plan. Where the Master Plan is silent, all proposed resort development shall comply with Teton County LDRs effective October 19th, 2015.

PROJECT DESCRIPTION

Snake River Bend Ranch, LLC and Christopher Swann, the owner of Lot 23, The River Homes, Snake River Canyon Ranch, are requesting an amendment to the 2016 Resort Master Plan to relocate residential development density from Lot 23 to a location more removed from the Astoria Mineral Hot Spring area (Astoria). Lot 23 is west of and immediately adjacent to the road and utility lot (Lot 19) that includes Astoria Bridge. This proposal includes the following:

- Expand Resort Sub Area I to include Lot 23, to allow for the development of a 2-story structure with 2,000 square feet of office space and 2,000 square feet of employee housing.
- Divide two Sub Area II lots (Lots 24 & 35, The Ranch Homes, Snake River Canyon Ranch) into three lots (29, 30 and 31) to receive residential density from Lot 23. (Note: Lots 24 and 25 will be vacated, and three new lots created, with new lot numbers: 29, 30, and 31.)
- Increase the Sub Area I floor area allowance by 2,000 square feet (from 9,000 sf to 11,000 sf), for nonresidential uses.
- Increase height restriction for Sub Area I from twenty feet (20') to thirty feet (30').

CURRENT MASTER PLAN MAP



LOCATION

The subject property from which development rights are proposed to be transferred is the unaddressed 7.88-acre Lot 23 at the north end of River Bend Road, bordering the Snake River, in Sub Area II of the Snake River Canyon Ranch Resort, Teton County, WY.

Planning Commission - Staff Report

Legal Description: LOT 23, THE RIVER HOMES, SNAKE RIVER CANYON RANCH (Plat No. 1030)

PIDN: 22-39-16-32-4-01-005

Site Size: 7.88

Character District: 8: River Bottom

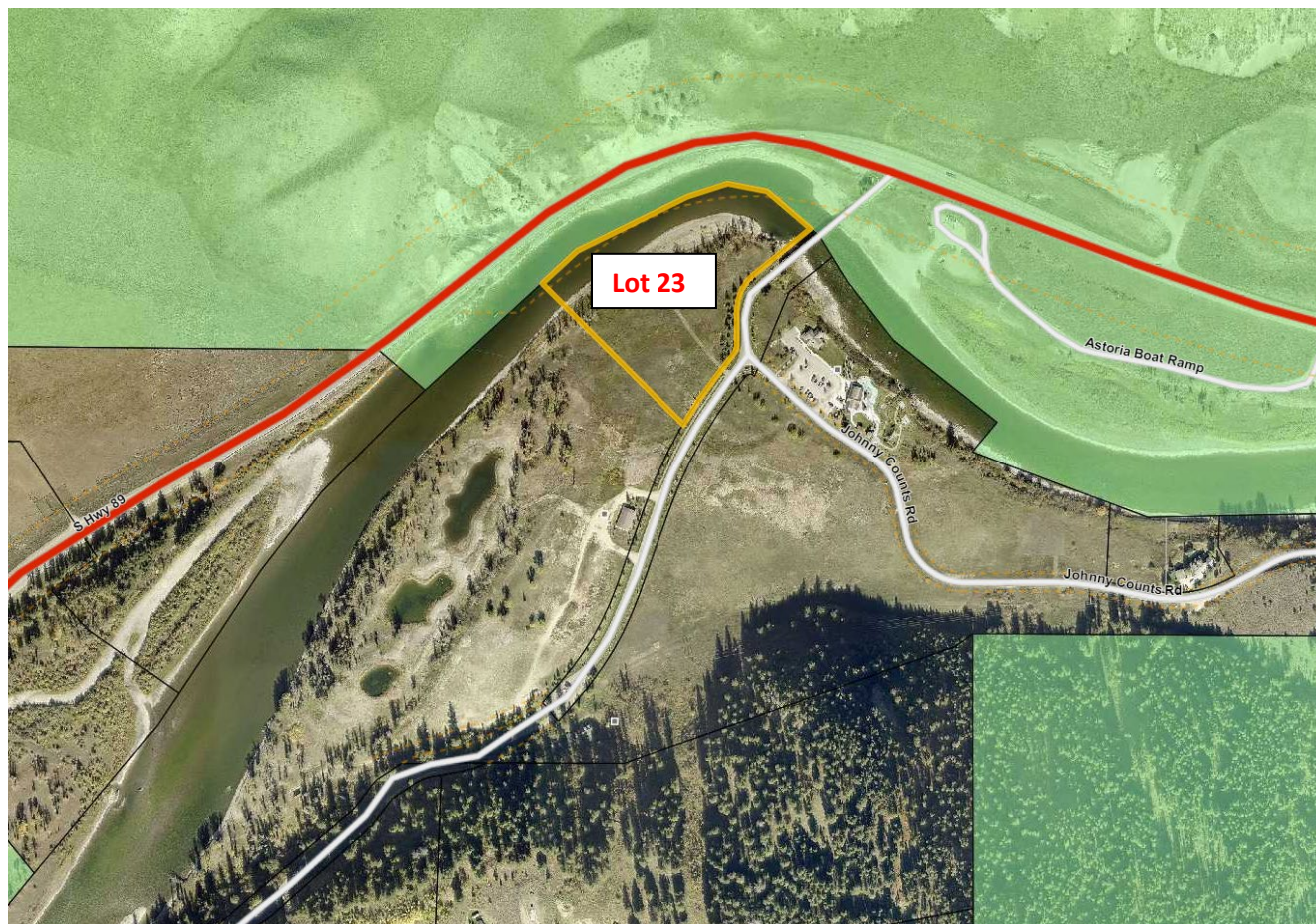
Subarea: 8.3: Canyon Corridor

Zone: Planned Resort (PR)

Overlay: Natural Resources Overlay (NRO), Scenic Resources Overlay (SRO)

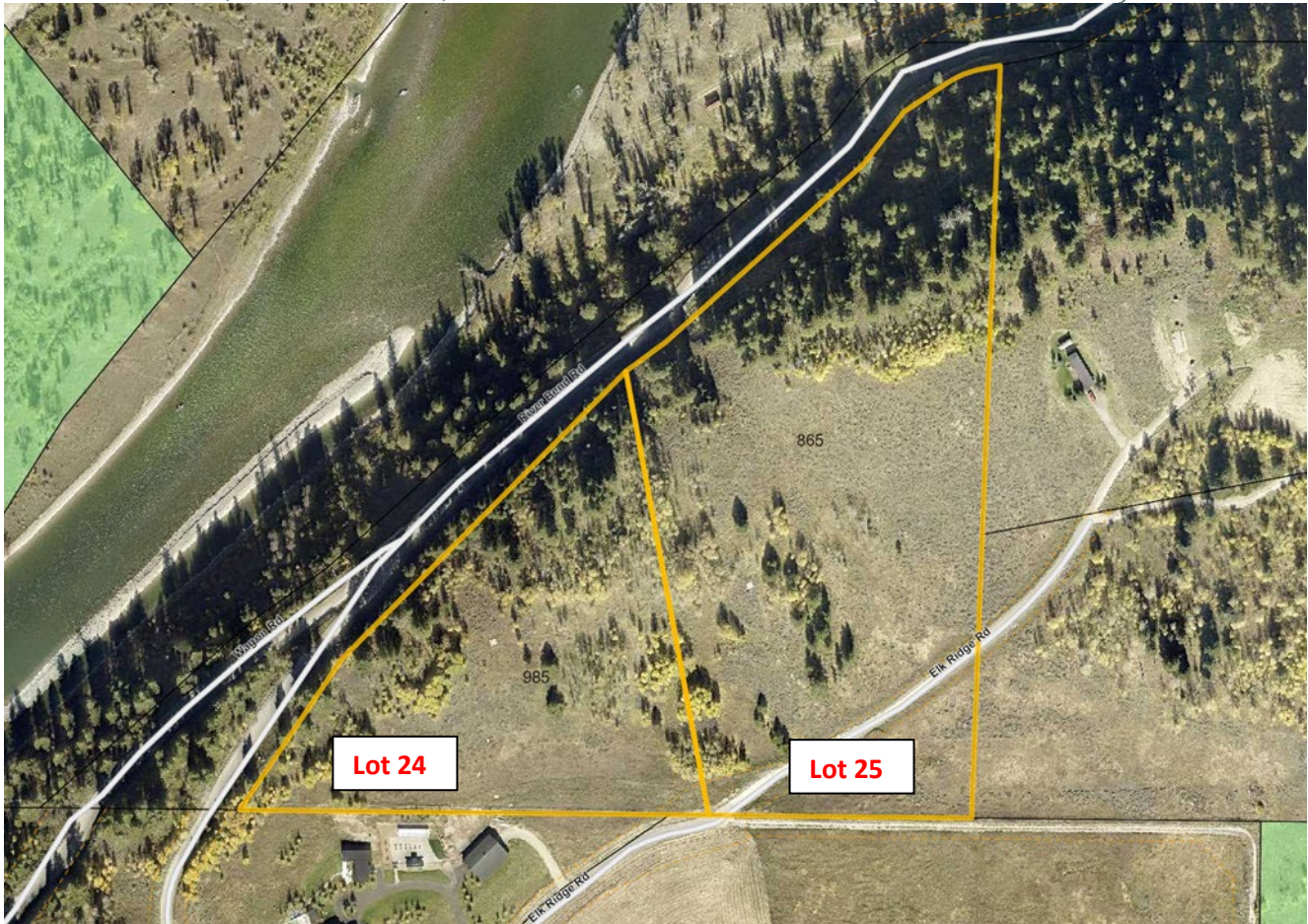
VICINITY MAP: LOT 23, THE RIVER HOMES, SNAKE RIVER CANYON RANCH (SENDING)

LOCATION OF PROPOSED OFFICE AND EMPLOYEE HOUSING (DEV2022-0005)



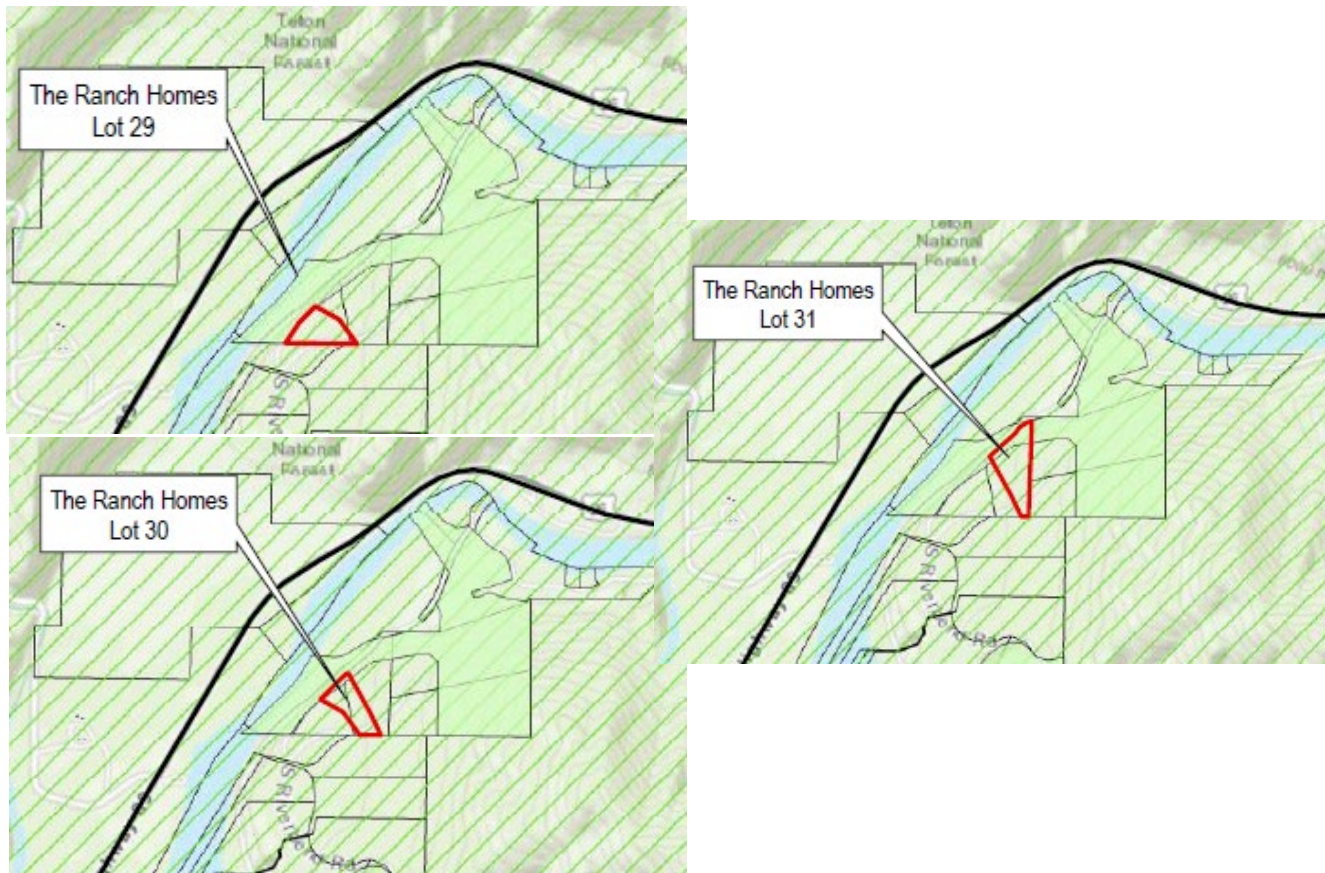
Planning Commission - Staff Report

LOT 24 & LOT 25, RANCH HOMES, SNAKE RIVER CANYON RANCH (RECEIVING AREA)



Planning Commission - Staff Report

PROPOSED RANCH HOMES LOTS 29, 30 AND 31(DEV2022-0005)



STAFF ANALYSIS

PUD2022-0003 Planned Unit Development to amend the Snake River Canyon Ranch Resort Master Plan

The application contains four primary modifications to the existing Master Plan, each addressed below.

1. *Expand Resort Sub Area I to include Lot 23, to allow for the development of a 2-story structure with 2,000 square feet of office space and 2,000 square feet of employee housing.*

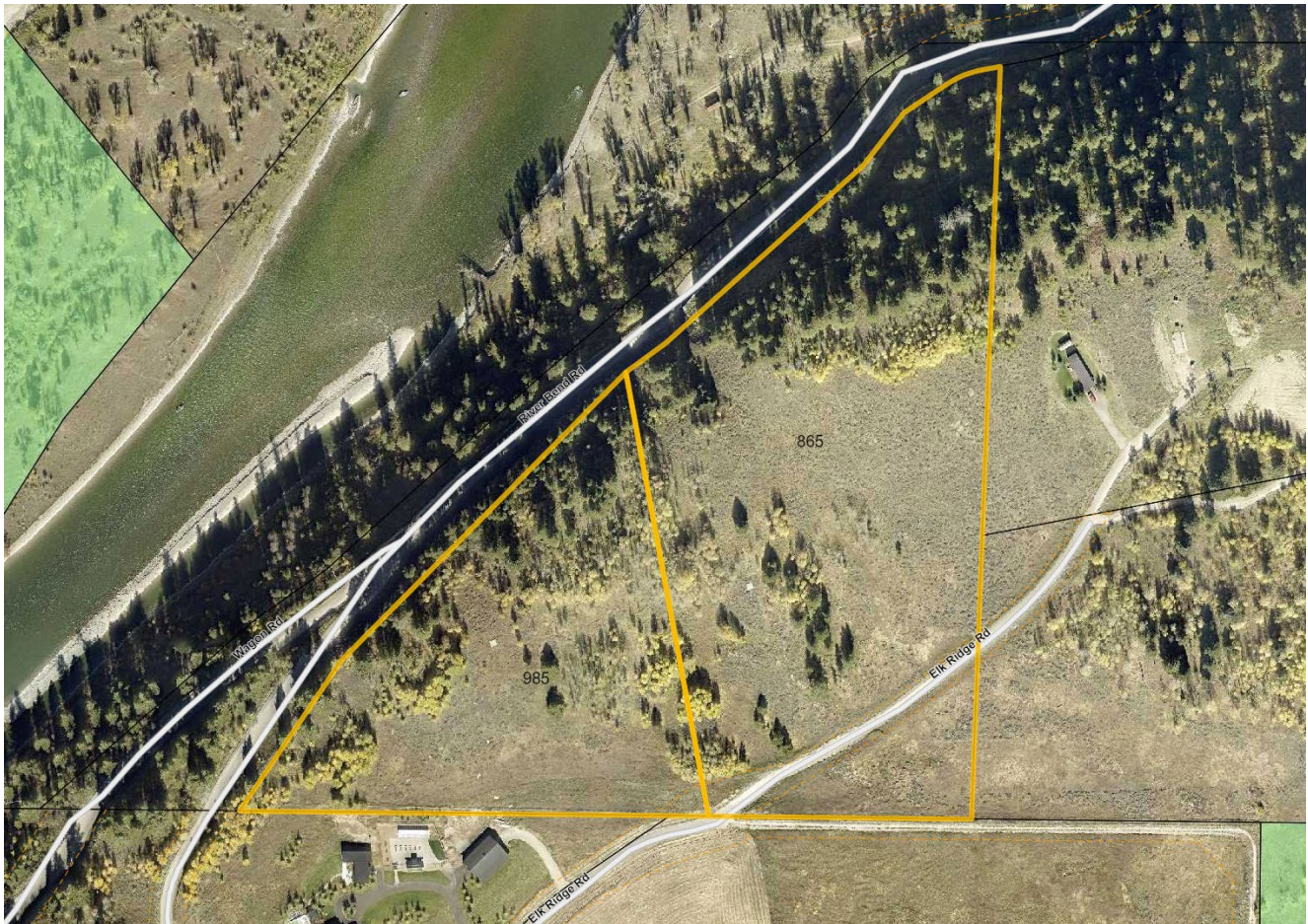
Lot 23 is currently a residential lot with a maximum of 10,000 square feet of floor area allowance for a single-family dwelling and Accessory Residential Unit (ARU). These units can be used for short term rental. The existing building envelopes have been vetted by environmental analysis and Scenic Resource Analysis. A ZCV has been submitted for the proposed alteration of the platted building envelope, which may require revision due to changes in subsurface hydrology, and consequently the distribution of wetlands located in proximity to proposed development.

Sub Area I Physical Development Standards includes a River Setback (Section B.7. *Environmental Standards*) of 20'. Given that any residential development on Lot 23, presently within Sub Area II, has an expectation of a 150' river setback, which informed the delineation of the platted building envelope, Staff recommends the following Condition of Approval to preserve the mitigation against river corridor impacts through development of Lot 23, as intended:

Planning Commission - Staff Report

Recommended Condition: *The Master Plan Amendment shall specify a River Setback of 150' applicable to Lot 23, within Section B.7. Environmental Standards, of the Master Plan.*

2. ***Divide two Sub Area II lots (Lots 24 & 25, The Ranch Homes, Snake River Canyon Ranch) into three lots (with new lot numbers 29, 30 and 31) to receive residential density transfer from Lot 23.***



“The purpose of Sub Area II – Legacy Lots and Resort Infrastructure is to maintain the entitlements and standards established in the original Snake River Canyon Ranch Resort Master Plan approved on July 6, 1999. These entitlements and standards apply to Lots 2, and 3, The Canyon Ranch Homes, Snake River Canyon Ranch (Plat #1040), Lot 23, River Homes, Snake River Canyon Ranch (Plat #1030), Lots 24, 25, 26 and 27, The Ranch Homes, Snake River Canyon Ranch (Plat #1031)” SRCRRMP p. 20

Density transfer is a tool that was contemplated during the Master Plan amendment process. Throughout the Master Plan the application of this right references transferal of density options from Sub Area II to Sub Area III (SRCRRMP p. 8, p. 24, p. 29). It is clear the current request to transfer development rights within Sub Area II was not envisioned at the time of Master Plan adoption.

The LDRs do contemplate Planned Resort Master Plan expansion in Section 4.3.1.G *Increased Density Limited to Affordable Workforce Housing*, as follows:

An amendment to a Planned Resort master plan shall not increase residential density except to provide affordable workforce housing that meets the standards of Div. 6.3.



Planning Commission - Staff Report

1. *Rental affordable workforce housing shall be for the benefit of housing persons employed within the boundaries of the resort within which the housing is located. In the event there are no persons directly employed within the resort who qualify to rent the unit, the unit shall be first offered to other qualified households, a member of which is employed within 5 miles of the unit. If there are no such persons then the residential unit may be rented to any person employed within Teton County.*

Given the Section 4.3.1.G. standards, it is clear that master plan amendment shall not increase residential density. This application requests the right to construct 2,000 square feet resort support office space and employee housing on Lot 23, while having transferred the residential development off of that lot.

3. Increase the Sub Area I floor area allowance by 2,000 square feet (from 9,000 sf to 11,000 sf)

The proposal includes an increase of 2,000 square feet of floor area within the sub area, while concurrently increasing the land area of the sub area by 7.88 acres. The notes of Sub Area I, Table B.1., *Structure Location and Mass* stipulate the following (emphasis added), "*The overall Sub Area I is permitted to contain a maximum of 9,000 s.f. of development, **excluding floor area dedicated to employee housing**, with no limitation on maximum scale of development.*" The proposed structure per the concurrent development plan (DEV2022-0005) is for 4,000 square feet total floor area, of which 2,000 square feet is dedicated to employee housing. Staff recommends conditioning this amendment with the requirement to record a workforce housing deed restriction against Lot 23, approved by the Jackson/Teton County Affordable Housing Department, restricting the constructed housing for Teton County workforce.

4. Increase height restriction for Sub Area I from twenty feet to thirty feet.

The Sub Area II dimensional limitations as applied to Lot 23 at present include a 30' height allowance. The PUD amendment seeks to amend Sub Area I, such that this standard applies to the proposed office/employee housing structure. Of note, the existing Johnny Counts cabin is non-conforming to the Sub Area I height standard of 20', built to a height of approximately 26'.

The existing Lot 23 entitlement is for a potential single family residence of 8,000 square feet of habitable, residential floor area and an additional 2,000 square feet of non-habitable floor area, with a height allowance of 30 feet. The proposed increased height allowance will simply match the current allowance, under the Sub Area II designation. There are no perceived unintended consequences of this amendment, given that the Astoria Hot Springs facility is in such close proximity to the Snake River overlook, that any future alterations of that structure would be required to adhere to Scenic Resources Overlay standards, which likely would not allow for an increase in height, with the reduced river setback of 20', afforded to the hot springs facility.

PUBLIC COMMENT

On September 9, 2022, notice of this public hearing was distributed to property owners within 800 feet of the site. Per the LDRs, the public hearing for this application must be posted on the site at least 10 days prior to the hearing date. The posting of notice was confirmed to have occurred on February 18, 2023. As of the time of staff report completion two written public comments have been received.

LEGAL REVIEW

Gingery

RECOMMENDATIONS

PLANNING DIRECTOR RECOMMENDATIONS

1) The Planning Director recommends **Approval** of **PUD2022-0003** dated February 27, 2023 to amend the Snake River Canyon Ranch Master Plan Planned Unit Development being able to make all five (5) findings for approval

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Planning Commission - Staff Report

under Section 8.7.3.D. including the findings pursuant to Section 8.2.13.D., which have been satisfied and met with five (5) conditions of approval as follows:

1. All past and current approved amendments shall be incorporated in the associated sections of the Master Plan, or in an appendix to the Master Plan, with final hard and electronic copies provided to the Planning Department no later than forty-five (45) days after approval by the Board. Subject to approval by the Teton County Planning Director and the Teton County Attorney's Office, the final Master Plan and Appendix or Affidavit of the Planning Director which references the final Master Plan shall be recorded in the Office of the Teton County, Wyoming Clerk within ninety (90) days of Board approval. This permit shall not take effect until the final revised Master Plan has been recorded with the Teton County Clerk.
2. Prior to submitting the final draft of the amended Master Plan the applicant shall submit two versions of LDR Text of Section 4.3.6, Snake River Canyon Ranch, to ensure consistency with the approved changes to the PUD Resort Master Plan, a red-lined version demonstrating proposed amendments and a final text version, for review and approval by the Planning Director.
3. The amended Snake River Ranch Resort Master Plan text submitted by the applicant to the Planning Director no later than forty-five (45) days after approval by the Board shall include language in Section B.7. Environmental Standards, such that:
 - a. a 150-foot Snake River waterbody setback is applicable to Lot 23 within Standards Applicable to Sub Area I, Section B.7., *Environmental Standards*, of the Master Plan; and
 - b. allowed Uses for Lot 23 are limited to those Sub Area I Uses within Standards Applicable to Sub Area I, Section C.1., *Allowed Uses*, included under Open Space, Resort Support Use, Transportation/Infrastructure, Accessory Uses and Temporary Uses.
4. Required components of livability. Each restricted housing unit shall include, at a minimum, the components of Livability Standards required by Sec. 2-3 of the Housing Department Rules and Regulations. Prior to issuance Building Permits for the restricted housing unit:
 - a. 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 for each type/layout of proposed housing unit.
 - b. a letter from the Housing Department shall be issued to the applicant stating whether the unit(s) are compliant with Livability Standards or if there are required changes. This letter shall be included by the applicant in the Building Permit application.
5. **Deed Restriction.** To ensure continued compliance with the standards of the Teton County Land Development Regulations and Housing Department Rules & Regulations, the property on which the restricted housing units are to be located shall be subject to a deed restriction for Workforce housing in perpetuity, in a form established and approved by the Housing Department. **Prior to issuance of Certificate of Occupancy on the restricted housing units,**
 - a. 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.
 - b. the leasing agent or person managing residents shall attend a Compliance Conference with the Housing Department to learn how Workforce households are qualified for residency in restricted units.
 - c. the Housing Department shall inspect the site to ensure units were built to approved terms of Livability Standards.

2) The Planning Director recommends **Approval** of LDR Text Amendment **AMD2022-0006**, to update the language in Section 4.3.6, Snake River Canyon Ranch, of the Teton County Land Development Regulations, based upon the application dated June 29, 2022 and updated on February 27, 2023, in order to ensure consistency with the changes



Planning Commission - Staff Report

to the PUD Resort Master Plan proposed as part of this application having fully considered the six (6) findings for approval under Section 8.7.1.C which have been satisfied and met with no conditions of approval.

PLANNING DIRECTOR RECOMMENDED FINDINGS

Pursuant to Section 8.7.3.D. of the LDRs, in deciding to recommend to adopt, deny or amend a planned unit development, the commission shall consider the following five (5) findings for approval:

1. **The extent to which the PUD enhances the implementation of the desired future character for the land of the proposal:**

Can Be Made as conditioned. *See analysis below.* The location of the office and employee housing structure contemplated in association with the realignment of Lot 23 within Sub Area I of SRCRR, does not represent an expansion of the base density already attributed to the lot. The proposed amendment will not increase potential impacts on expansive areas of protected wildlife habitat or wildlife habitat connections. The proposal seeks to cluster the office and employee housing structure with other similar uses, at the entrance of the Resort. As stated in the Character Defining Features, *"Development that does occur should be clustered adjacent to existing development and designed to protect wildlife habitat and wildlife movement corridors"*. Creating employee housing on site will reduce employee commuter trips, potentially reducing wildlife vehicle collisions on US Highway 89.

Character District 8: Character Defining Features

The Snake, Gros Ventre, and Hoback River riparian corridors are the most important wildlife habitat and wildlife movement corridors in the community. While these areas are largely hidden from public view, preserving their natural function is critical to achieving the Vision of the community. The private lands within this district are generally removed from community services, and residential development is mostly of a low density.

In the future, the functionality of this district's wildlife habitat and habitat connections should be maintained or enhanced. Wildlife permeability through the district should be improved, and efforts to restore degraded habitat and preserve a network of crucial habitat will be emphasized. Non-development conservation of open spaces should be the focus of future efforts, while respecting private property rights. Development potential should be directed out of this district and into Complete Neighborhoods whenever possible. Development that does occur should be clustered adjacent to existing development and designed to protect wildlife habitat and wildlife movement corridors. Redevelopment efforts should focus on improving the functionality of wildlife habitat and connections.

Responsible public use of the rivers and eco-tourism that maintains or enhances wildlife viability are desired. The levee system along the Snake River provides an opportunity for residents and tourists to appreciate the ecosystem and engage in stewardship. Public and commercial access to the levee and rivers will be managed with an emphasis on conservation of wildlife habitat and movement.

Character District 8, River Bottom: Policy Objectives

1.1.b: Protect wildlife from the impacts of development. Lot 23, as situated within Sub Area II, has by-right allowances for residential development (1 SFD), with the lodging allowance of short term rental, and Temporary, Accessory and Transportation/Infrastructure Uses, as characterized in the Master Plan. A maximum of 10,000 square feet of floor area can be developed on the 7.88-acre lot. The short-term lodging allowance allows a higher intensity of use than typical residential development elsewhere in the County. The transition to Sub Area I, with a limitation of 4,000 square feet of development, is not perceived to represent a significant difference in potential to create wildlife impacts from development.

Planning Commission - Staff Report

1.1.c: Design for wildlife permeability. The proposal is for allowing office and employee housing on a lot previously described for residential development. Development on the site is constrained by wetlands and wetland setbacks, the 150-foot Snake River waterbody setback and a conservation easement along the south boundary of the lot. The developable area utilizes existing historic agricultural meadow and clusters the employee housing/office structure near existing employee housing and commercial uses to minimize wildlife impacts. The scale of proposed development is a reduction in the overall allowance afforded the site as a residential lot.

1.1.h: Promote the responsible use of public lands. This policy is not applicable.

1.2.a: Buffer waterbodies, wetlands, and riparian areas from development. All development will comply with waterbody and wetland regulatory buffers. There are no changes in the potential for development in proximity to the existing riparian corridor as a result of the proposed amendment.

1.3.b: Maintain expansive hillside and foreground vistas. The subject property is within the Scenic Resource Overlay (SRO) however the Snake River Canyon Ranch Master Plan does not require a visual resources analysis. The Master Plan Amendment proposes uses in a small, compact area of the resort to minimize disturbance of any open space. Additionally, the proposed housing will be required to screen physical development with vegetation to preserve views from US Highway 89. The 4,000 square foot building proposed is seen to be either consistent with, or an overall reduction in visual impacts in contrast to the existing entitlement for 10,000 square feet of residential development, with short-term rental entitlements.

1.4.a: Encourage non-development conservation of wildlife habitat. The private lands affected by this amendment have development rights that were preserved through the original PUD-PR process. At that time over 90 acres were set aside as a passive park, and rezoned as Park, for the long-term protection of open space. The park-zoned land has significant wetland resources, riparian frontage and functions as important wildlife habitat for a variety of species.

1.4.c: Encourage rural development to include quality open space. This policy is not applicable because the amendment does not represent rural development as the site is part of a resort and is partially developed and clustered in an existing maintenance and housing area.

3.1.b: Direct development toward suitable Complete Neighborhood subareas. The proposed project is a revision of previously approved development entitlements in a pre-determined location.

3.1.c: Maintain rural character outside of Complete Neighborhoods. The proposed amendment will not impact rural character because it represents only workforce housing and limited office space concentrated within an existing resort.

6.1.b: Promote eco-tourism. This amendment supports the eco-tourism components of the Snake River Canyon Ranch Resort, through increasing the workforce housing stock by proposing additional housing options at the location of employment.

2. The findings for the applicable PUD option found in Article 4:

Section 4.3.1.D, All Planned Resort Zones—Findings for Approval

Can Be Made as conditioned. Pursuant to Section 4.3.1.D, a Planned Resort Master Plan shall be approved only if all of the following findings are made:

1. **Consistency with the Comprehensive Plan.** *The Planned Resort Master Plan is consistent with the goals and objectives of the Jackson/Teton County Comprehensive Plan.*

Complies as conditioned. See the discussion Findings for Approval of a PUD Amendment, above.



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2. Consistency with Purpose and Intent. *The Planned Resort Master Plan is substantially consistent with the purpose and intent of this Section, as set forth in 4.3.1.A;*

1. *Encourage recreational activities that rely on indigenous natural attributes of the area, contribute to the community's character and economy and have a long-standing, beneficial role in the community;*

Not applicable. The proposed amendment does not impact the recreational activities associated with the existing resort.

2. *Provide flexibility for planning and developing recreational resort facilities in a creative, efficient and coordinated manner in order to provide quality visitor experiences;*

Not applicable. The proposed amendment does not propose changes to the recreational resort facilities.

3. *Create a process in which Teton County and the Town of Jackson collaborate with landowners in planning and designing resort master plans that meet community goals and respond to the unique circumstances of the Resort area;*

Complies. The proposed amendment process includes collaboration with neighbors via a neighborhood meeting and neighbor notices sent to all property owners within 800 ft. In addition, there is collaboration with the Town of Jackson. As required, this amendment will be taken before the Town Planning Commission on March 15, 2023 and the Town Council on March 20, 2023 for review.

4. *Permit resort development that contributes to expanding the winter and shoulder economic seasons;*

Not applicable. Snake River Canyon Ranch is primarily a summer resort; however, providing employee housing on site allows for support of shoulder season activities, including horseback riding and river-based recreation.

5. *Ensure that resort plans incorporate a mix of land uses, promote alternative modes of transportation, and provide a pedestrian-oriented community in order to alleviate traffic-related impacts;*

Complies as conditioned. The proposed amendment provides housing on the site of employment, promoting walking or short-distance busing or ride sharing to work to reduce overall vehicle commuting miles.

6. *Ensure resort plans are consistent with the Comprehensive Plan, and therefore, are beneficial to the community;*

Complies as conditioned. As described in the Relationship to Character District section above, the current amendment proposal is consistent with the Comprehensive Plan goals for Character District 8, *River Bottom*.

7. *Enable long-range planning for infrastructure, capital facilities, and community land use patterns by establishing a level of predictability in the maximum potential size and character of each resort area;*

Complies as conditioned. The previously approved Master Plan established three independent sub areas (I-III). The subject Lot 23 is in Sub Area II, and has by-right entitlements for residential use (1 SFD), with the lodging allowance of short term rental, and Temporary, Accessory and Transportation/Infrastructure Uses, as characterized in the Master Plan. With a restriction on the amount of floor area being transferred within Sub Area II, there is no expansion of the maximum potential size of the resort area. The addition of 2,000 square feet of office space as proposed is

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clustered with existing commercial activities, and therefore found to be consistent with the character of the resort area.

8. *Ensure a balance is maintained between tourism and community that promotes social diversity but does not cause undesired shifts away from rural, western community character;*

Not applicable. The proposed amendment has no impact on social diversity or rural western character.

9. *Produce resort plans that make significant contributions toward protecting attributes of the community that are considered critical to the community's long-term health, welfare, and well-being.*

Complies. The proposed amendments contribute toward protecting the attributes of the community by supporting housing near employment, providing workforce housing, allowing for a diversity of housing types, providing clarity in the Master Plan and consistency with the LDRs.

3. **Affordable and Employee Housing.** *The Planned Resort master plan ensures a supply of affordable and employee housing that is in accordance with the requirements for housing created by development within the Planned Resort.*

Complies. The application represents a voluntary effort to provide additional employee housing to Resort staff. There are no outstanding employee or affordable housing requirements for any entity with Resort entitlements. All such requirements have been met or are addressed in an ongoing fashion through standing 1% Housing Transfer Fee agreements. The proposed amendment voluntarily proposes additional employee housing, to meet the ongoing housing needs of Resort employees.

4. **Design Guidelines.** *The Planned Resort master plan contains design guidelines that:*

- a. *Establish standards for buildings, spaces, signs, and lighting within the Planned Resort;*
- b. *Promote the design concepts set forth in F.Z.; and*
- c. *Establish a method for consistent implementation of the guidelines.*

Not applicable. The amendment does not propose a change to the design guidelines outlined in the existing Master Plan.

5. **Transportation Element.** *The Planned Resort master plan contains a traffic impact analysis and transportation demand management plan that:*

- a. *Promote multimodal forms of transportation that are consistent with the transportation goals of the Jackson/Teton County Comprehensive Plan;*
- b. *Manage the generation of resort related traffic to avoid undermining community character and endangering the public health, safety, and welfare; and*
- c. *Identify an equitable cost sharing plan for transportation facilities and services.*

Complies. The existing Master Plan Transportation Element is not proposed to be amended. Locating employees close to their place of employment reduces the amount of commuter traffic on County roads. The office space proposed will be dedicated to operations of existing Resort and ISD operations. The 2,000 square feet of office space is not anticipated to generate additional traffic to the site to the degree that it will undermine community character or endanger public health, safety or welfare. There are no additional transportation facilities or services required as a component of this amendment, though the application contemplates a bus shelter for potential future community bus or ride share transit options. There is no nexus to the Findings that would require the development of such an amenity, though Staff encourages the pursuit of this concept if it would be a valuable service to resort employees and the local community.

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6. Capital Improvements Plan. *The Planned Resort Master Plan contains a capital improvements plan that ensures infrastructure and essential services will be provided in an efficient and timely manner to accommodate projected resort demands.*

Complies. The development of the Snake River Sporting Club Improvement and Service District (ISD) was accomplished in accordance with the Master Plan. This entity carries the burden of establishment of a long-term capital plan to create a reserve fund for the eventual capital needs of the district, which includes the Astoria Bridge. This responsibility no longer resides within the standards of the Resort. No amendments to the Master Plan are proposed in regard to Capital Improvements.

7. Land Use Element. *The Planned Resort Master Plan promotes land uses that support and maintain the character of the Resort as specified in Sec. 4.3.2 – Sec. 4.3.7.*

Complies. The land use changes proposed will allow employee housing and office facilities to be developed on Lot 23, where the prior Sub Area designation only allowed residential uses, with short term rental, and minimal additional temporary, accessory and Transportation/Infrastructure Uses. There are no additional land uses proposed that are not otherwise contemplated within the Master Plan. Consistent with the Canyon Corridor desired future character section, this application seeks to utilize the clustering form, where employee housing and office space are located in close proximity to recently proposed employee housing immediately to the south, and the Astoria Mineral Hot Springs, Johnny Counts Cabin and the operational helipad, immediately to the east.

8. Phasing Plan. *The Planned Resort master plan contains a phasing plan that ensures:*

- a. Development of the Resort, its amenities, and public facilities necessary to serve the Resort, occur in logical sequence; and*
- b. An adequate monitoring program is established for determining accomplishment of proposed remedies and mitigation measures for projected impacts on the community.*

Complies. Phasing requirements for the overall Resort is limited to the Resort road and infrastructure maintenance and improvement requirements. No changes are proposed to the phasing plan. The functionality of the Astoria Bridge has been called into question following recent bridge closures due to damage and safety concerns. Staff review of the Master Plan Phasing obligations investigated Resort requirements (Memo attached) and found that at present the obligation to provide continuous access to the area south of Astoria Bridge lies with the Improvement and Services District (ISD) and is not exclusive to accessing the resort.

9. Character Element. *The Planned Resort master plan ensures the Resort's development will be in keeping with the community's character and the planned character for the vicinity of the Resort.*

Complies. The plan is consistent with the desired future character of Character District as established in the Comprehensive Plan and discussed in more detail above. The proposed amendments, as recommended for approval by staff, and conditions are also consistent with the established character for the resort.

3. The applicable findings for the amendment of an existing PUD or special project found in 8.2.13.D;

Can be Made as conditioned. The findings of 8.2.13.D. invoke the Article 4 findings for the applicable PUD option, which are made under item #2 of this section: *The findings for the applicable PUD option found in Article 4, immediately above.*

4. The findings of Sec. 8.7.1, LDR Text Amendment

Can be Made. The applicant's request to amend the Snake River Canyon Ranch Resort Master Plan (2016) requires an amendment to the Teton County LDRs for consistency. Descriptions and standards specific to SRCR (Sec. 4.3.6) are contained within both the Master Plan and the LDRs and when one is amended, so must the other. In this instance, pursuant to Section 8.7.1, *LDR Text Amendment* of the LDRs, the advisability of amending the text of the LDRs is a matter committed to the legislative discretion of the Board of County



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Commissioners and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Board of County Commissioners shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs.

Complies. The purposes of the LDRs are enumerated in Division 1.3, and are generally to implement the Comprehensive Plan and to promote the health, safety, and general welfare of the present and future inhabitants of the community. The proposed amendment will update Section 4.3.5. of the LDRs to ensure the character description for the Resort reflects proposed amendments to the resort master plan. The recommended changes to the LDR text are consistent with the purposes and organization of the LDRs. See the "Findings for Approval of a PUD Amendment" section above for a discussion of how this amendment complies with the Comprehensive Plan.

2. Improves the consistency of the LDRs with other provisions of the LDRs.

Complies. The proposed amendment to Section 4.3.5 of the LDRs will improve the consistency of the Section with other LDR provisions by clarifying and updating text descriptions of the Snake River Canyon Ranch Resort within Sec. 4.3.6. to include updates to the Master Plan, Size and Dimensional Limitation Plan descriptions.

3. Provides flexibility for landowners within standards that clearly define desired character.

Not applicable. The proposed amendment does not impact the standards that define desired character.

4. Is necessary to address changing conditions, public necessity, and/or state or federal legislation.

Complies. The proposed amendment addresses a community need for additional employee housing. The proposed amendment restructures the north-most extent of the resort such that a 7.88-acre residential lot will receive the zoning to allow for a 4,000 square foot structure, including 2,000 square feet of employee housing and 2,000 square feet of office space.

5. Improves implementation of the Comprehensive Plan.

Complies. Please refer to the "Findings for Approval of a PUD Amendment" section of this report.

6. Is consistent with other adopted County Resolutions.

Complies. The proposal will comply with all adopted resolutions of the County.

5. The findings of Sec. 8.7.2, Zoning Map Amendment

Not applicable. There is no zoning map amendment associated with the proposed amendments to the Master Plan.

ATTACHMENTS

- Application (Use the link for **PUD2022-0003 AMD2022-0006 revised submittal 02.27.23.pdf** found under the heading **PUD2022-0003**, at the following address:
<https://co-teton-wy.smartgovcommunity.com/Parcels/ParcelDetail/Index/923af460-e041-462c-a4ef-f1df325802d1?conv=1>
A physical copy of the application is available upon request.
- Jackson/Teton County Affordable Housing Department Correspondence
- Public Comment

SUGGESTED MOTION

- 1) I move to recommend **APPROVAL** of **PUD2022-0003**, to amend the Snake River Canyon Ranch Plan Planned Unit Development in accord with Section 8.7.3 of the Teton County Land Development

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Regulations, based upon the application dated June 29, 2022, and updated on February 27, 2023, having fully considered the five (5) findings for approval under Section 8.7.3.D. including the findings pursuant to Section 8.2.13.D., which have been satisfied and met with five (5) conditions of approval as follows:

1. All past and current approved amendments shall be incorporated in the associated sections of the Master Plan, or in an appendix to the Master Plan, with final hard and electronic copies provided to the Planning Department no later than forty-five (45) days after approval by the Board. Subject to approval by the Teton County Planning Director and the Teton County Attorney's Office, the final Master Plan and Appendix or Affidavit of the Planning Director which references the final Master Plan shall be recorded in the Office of the Teton County, Wyoming Clerk within ninety (90) days of Board approval. This permit shall not take effect until the final revised Master Plan has been recorded with the Teton County Clerk.
 2. Prior to submitting the final draft of the amended Master Plan the applicant shall submit two versions of LDR Text of Section 4.3.6, Snake River Canyon Ranch, to ensure consistency with the approved changes to the PUD Resort Master Plan, a red-lined version demonstrating proposed amendments and a final text version, for review and approval by the Planning Director.
 3. The amended Snake River Ranch Resort Master Plan text submitted by the applicant to the Planning Director no later than forty-five (45) days after approval by the Board shall include language in Section B.7. Environmental Standards, such that:
 - a. a 150-foot Snake River waterbody setback is applicable to Lot 23 within Standards Applicable to Sub Area I, Section B.7., *Environmental Standards*, of the Master Plan; and
 - b. allowed Uses for Lot 23 are limited to those Sub Area I Uses within Standards Applicable to Sub Area I, Section C.1., *Allowed Uses*, included under Open Space, Resort Support Use, Transportation/Infrastructure, Accessory Uses and Temporary Uses.
 4. Required components of livability. Each restricted housing unit shall include, at a minimum, the components of Livability Standards required by Sec. 2-3 of the Housing Department Rules and Regulations. Prior to issuance Building Permits for the restricted housing unit:
 - a. 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 for each type/layout of proposed housing unit.
 - b. a letter from the Housing Department shall be issued to the applicant stating whether the unit(s) are compliant with Livability Standards or if there are required changes. This letter shall be included by the applicant in the Building Permit application.
 5. **Deed Restriction.** To ensure continued compliance with the standards of the Teton County Land Development Regulations and Housing Department Rules & Regulations, the property on which the restricted housing units are to be located shall be subject to a deed restriction for Workforce housing in perpetuity, in a form established and approved by the Housing Department. **Prior to issuance of Certificate of Occupancy on the restricted housing units,**
 - a. 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.
 - b. the leasing agent or person managing residents shall attend a Compliance Conference with the Housing Department to learn how Workforce households are qualified for residency in restricted units.
 - c. the Housing Department shall inspect the site to ensure units were built to approved terms of Livability Standards.
- 2) I move to recommend **APPROVAL** of LDR Text Amendment **AMD2022-0006**, to update the language in Section 4.3.6, Snake River Canyon Ranch, of the Teton County Land Development Regulations, based upon



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the application dated June 29, 2022, and updated on February 27, 2023, in order to ensure consistency with the changes to the PUD Resort Master Plan proposed as part of this application having fully considered the six (6) findings for approval under Section 8.7.1.C which have been satisfied and met, with no conditions of approval.

**Amendment to the Planned Unit Development
And Development Plan
for
Employee Housing and Density Transfer
As part of
AREAS I & II of the Snake River Canyon Ranch Resort**

Applicant:

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& Christopher Swann
3060 Peachtree Road NW - Suite 1080
Atlanta, GA 30305

Prepared by:



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It's About People, Trust and Know How

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Teton County, WY
Initial Submittal Date: June 23, 2022
Updated February 25, 2023
Jorgensen Associates, Inc.
Project No. 15040.131

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SECTION 1 - PROJECT BACKGROUND, OVERVIEW, FINDINGS AND RESPONSE TO SUBMITTAL CHECKLIST

A. PROJECT BACKGROUND & HISTORY

The Snake River Canyon Ranch Resort Planned Unit Development (SRCRR) was approved in 1999 and amended in 2015. The 2015 amendment rezoned approximately 95 acres of land within the Resort PUD-PR to Park and Open Space. The density was relocated to lots 1-6, 69, and 80 of the Snake River Sporting Club, Plat No. 1165 and subsequently renamed to Sub Area III of SRCRR Master Plan. This resulted in a total of 63 units to be developed on 20.04 acres at Sub Area III. In turn the density transfer allowed for the re-establishment of Astoria Hot Springs Park as a public amenity while moving density to a more appropriate location near the Snake River Sporting Club.

Phases 1 through 3 of SRCRR have all been platted and all 49 units are either complete or currently permitted for construction. Phase 4 will consist of 15 condominium units in the Lodge, which is currently under construction.

The project area contemplated in this application is located within Area II of the Snake River Canyon Ranch Resort (SRCRR). More specifically the properties are legally described as Lot 23 of the River Homes Plat No. 1030 as recorded in the Office of the Clerk of Teton County, Wyoming, and Lots 24 and 25 of the Ranch Homes, Plat No. 1031, as recorded in said Office. This project is generally located north of the golf course at Snake River Sporting Club (SRSC) and south and west of Astoria Hot Springs Park. The Snake River is located to the west of this property and USFS Bridger-Teton National Forest lands are located to the east of the property.

The Resort is governed by the Amended and Restated Snake River Canyon Ranch Resort Master Plan (Master Plan) approved by Teton County Planning Department on February 2, 2018. This application has been prepared in accordance with the limitations established by the Master Plan.

B. OWNER & PROJECT TEAM INFORMATION

PROPERTY OWNERS & APPLICANTS:

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C. DEVELOPMENT PROPOSAL

This application proposes to transfer a single dwelling unit with a short-term rental use from said Lot 23 located with Area II adjacent to the Snake River, and surrounded by Astoria Park, to a more appropriate location on the bench where said Lots 24 and 25 would be replatted with this additional dwelling unit to create proposed Lots 29, 30, and 31 of the Ranch Homes 2nd Filing. Total density allowed at the Resort would not increase. This transfer would allow for the construction of employee housing and an office on Lot 23, while moving the residential resort uses closer together. An updated environmental analysis was filed and approved by Teton County for proposed Lots 29, 30, and 31 in 2021. This application contemplates the relocation of this density up onto the bench and its impact to the NRO in that area. See **Section 5** for both the updated EA and the review letter from Teton County.

The employee housing units are contained within a two-story building with approximately 2,000 sf of residential space on the second floor divided between two (2) 550 sf studio apartments and one (1) 900 sf 2-bedroom unit. Employee housing would be deed restricted as workforce housing which would require an employee of Snake River Sporting Club, Snake River Sporting Club ISD, Astoria Park, or any other employer of Teton County Wyoming, according to the Rules and regulations of the Jackson-Teton County Housing Department. It would not have any income restriction. This housing is targeted toward “manager-level” employees with family income that could exceed the maximum of 120% -200% AMI. Because this housing is not required as mitigation for another development and is voluntary, this deed restriction should be acceptable to the county.

The bottom floor will be approximately 2,000 sf of office space for resort support use or other ancillary and/or historic businesses operating on resort property such as the Snake River Sporting Club, Snake River Sporting Club Improvement Service District (ISD), Snake River Sporting Club Owners Association (HOA), Astoria Park Conservancy and High Mountain Heli-Skiing.

Changing Lot 23 to Area I of SRCRR will allow “Resort Support Use” for the employee housing and will allow the “Commercial Use which encompasses the Office Use. The proposal also contemplates a bus shelter for potential future community bus or ride share transit options as well as potential future bicycle connectivity

to the Pathway system via Johnny Counts Road.

To achieve this proposal the following sequence of actions and applications considered herein will require approval by the Board of County Commissioners:

- 1) A PUD amendment to initiate the change that includes the following:
 - a. Incorporation of Lot 23 into Area I and the addition of 2,000 sf of Office space. Employee Housing is exempt from a square footage calculation as per the master plan in Area I.
 - b. Update language, figures and legal descriptions in the Master Plan that encompasses the transition lot 23 being moved into Area I. See Section 5 for marked up pages of the Master Plan that need changing.
 - c. Update language in the Master Plan that clarifies the ability transfer of a dwelling unit within Sub Area II of SCRRR so that the dwelling unit at Lot 23 can be moved up on to the bench in between Lots 24 and 25 to create proposed lots 29, 30, and 31. See Section 5 for marked up pages of the Master Plan that need changing.
- 2) A text amendment to the LDRs is required to update **Section 4.3.6 Snake River Canyon Ranch**. See text amendment finding on page 13 and Section 5 of this report for a marked version of the 2023 LDRs.
- 3) A Development Plan for the employee housing and office building on Lot 23.
- 4) A Development Plan on Lots 24 and 25, which will receive the density transfer, and become proposed lots 29, 30, and 31.

Subsequent to the approval of this application, the applicant will then submit a separate subdivision application to re-plat lots 24 and 25 into proposed lots 29, 30, and 31 of The Ranch Homes.

D. FINDINGS FOR APPROVAL

I. 8.2.13.D Planned Unit Development Amendment Findings for Approval

See 8.7.3.D and:

1. ***PUD Option Available.*** *An amendment to an existing PUD shall, to the maximum extent practicable, meet the standards for the PUD option found in Article 4.*

Not Applicable. The Resort PUD is no longer available in the LDRs.

2. ***PUD Option No Longer Available.*** *An amendment to an existing PUD or other special project identified in 1.8.2.C for which the original PUD option is no longer available shall:*

- a. ***Improve the implementation of the desired future character of the area identified in the Jackson/Teton County Comprehensive Plan;***

Complies. Common Value 3 of Community Character is Quality of Life, of which Principles 5.1 through 5.4 are devoted to Workforce Housing. Through the density transfer proposed in this application, a lot (Lot 23) will be available for employee

housing units to be built on site, in an area where there are otherwise no other affordable options. Without this density transfer, there would be no available space for employee housing at Snake River Canyon Ranch Resort.

- b. Comply with the requirements of the underlying base zoning to the maximum extent practicable;***

Complies. The base zoning for the area is Planned Resort, governed by the Master Plan. It allows for 6 units in Sub Area II, which this proposal will not change. All dimensional limitations for development will also remain unchanged. There are 6 remaining units in Sub Area II. Lot 23, combined lots 2 and 3 of the Canyon Homes which now has one existing dwelling unit on it after the second unit was moved up to Sub Area III to be made part of the Lodge, and lots 24, 25, 26, and 27 of the Ranch Homes up on the bench.

- c. Complies with the standards of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable;***

Complies. See **Section 5** of this application for a Visual Resource Analysis showing compliance with the standards of the SRO. Environmental analysis has been completed and accepted by the County in compliance with the standards of the NRO. All development will proceed according to these requirements.

- d. Not adversely impact public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, EMS facilities.***

Complies. The transfer of an entitled density unit within Sub Area II will not adversely affect any public facilities or services as it is not adding new density to the area which is already sufficiently served.

II. 8.7.3.D. Planned Unit Development - Findings for Approval

- 1. The extent to which the PUD enhances the implementation of the desired future character for the land of the proposal beyond what could be achieved by base zoning.***

Not Applicable: The proposal herein seeks to amend an existing, previously approved PUD. Considering the PUD was previously approved and PUR-PR zoning is currently in place on the subject property, Teton County has found that the PUD enhances the implementation of the desired future character for the land of the proposal beyond what could be achieved by base zoning.

- 2. The findings for the applicable PUD option found in Article 4.***

Not Applicable. The Planned Unit Development-Planned Resort (PUD-PR) is no longer a

PUD option contained within Article 4 the LDRs. This application will be reviewed as an amendment of an existing PUD. See above in Section 1.D.I on page 8.

3. *The applicable findings for the amendment of an existing PUD or other special project found in 8.2.13.D.*

Complies. See above in Section 1.D.I on page 8.

4. *The findings of Sec. 8.7.1.; and*

Complies. Please see discussion below under Section 1.D.IV - 8.7.1.C. LDR Text Amendment Findings for Approval.

5. *The findings of Sec. 8.7.2.*

Not Applicable. A Zoning Map Amendment is not necessary as part of this application.

III. Division 8.3.2.C. Development Plan Findings for Approval

In this section, we will address both the Development Plan for proposed the Employee housing and Office use on Lot 23 and the reconfiguring of proposed lots 29, 30, and 31 due to the density transfer via the PUD Amendment. These will be addressed separately as “Proposed lots 29, 30, and 31” and “Employee Housing/Office” under each of the findings below.

1. *Is consistent with the desired future character for the site in the Jackson/Teton County Comprehensive Plan.*

Proposed lots 29, 30, and 31: Complies. This development falls within District 8.3: River Bottom/Canyon Corridor of the Comprehensive Plan. The goals for this area are largely conservation-oriented, with an emphasis on preservation of scenic quality and reducing impacts to wildlife. No new units are contemplated as part of these three lots, which are already part of a clustering form of development, with the more intensive, short-term uses concentrated up on the bench, away from the river and largely on previously agricultural land. The building envelopes and all development on these lots will follow the stipulations of the SRO and NRO (see below), thereby respecting the resources this District seeks to preserve.

Employee Housing/Office: Complies. This development falls within District 8.3: River Bottom/Canyon Corridor of the Comprehensive Plan. The goals for this area are largely conservation-oriented, with an emphasis on preservation of scenic quality and reducing impacts to wildlife. The housing and office space contemplated in this development plan contribute to wildlife safety by reducing commuter traffic on Highway 89, which is an important wildlife corridor. In addition, the applicant proposes to grant an easement to Astoria Park that will allow park visitors to access the river through Lot 23, which supports Common Value 3, 6.1.b, eco-tourism, via

public access. The plan also provides future areas for resort support services such as office space for HOA, ISD, Park or High Mountain Heli Staff.

2. *Achieves the standards and objectives of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.*

Proposed lots 29, 30, and 31: Complies. The subject property is in both the NRO and SRO. Via the density transfer up on the bench and away from the highway, river and riparian areas, the units are clustered thus reducing their overall impact to natural resources protected by the NRO. Sub Area II can be seen from the highway and a visual resource analysis is included with this application to show the screening achieved through natural vegetation and topography to minimize and / or negate the visual impact of the development, complying with the standards of the SRO. Screening a single 2 story structure with a 2,000 sf footprint is more achievable than one that potentially can have up to 10,000 sf spread out over multiple structures as currently entitled for Lot 23.

Employee Housing/Office: Complies. See above for Proposed lots 29, 30, and 31.

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.*

Proposed lots 29, 30, and 31: Complies. This project is served by community water and wastewater systems. See Section 2 (Engineer's Report), Sub-section K, for more details regarding the Waste Water and Well Supply, and DEQ permits. As conditioned in PUD 2015-0002, this development does not have significant impacts on transportation infrastructure. This proposal does not result in an increase in the entitled residential development previously approved for the Resort and it will not generate additional impacts on parks, schools, police, fire or EMS facilities, as these are all planned for already.

Employee Housing/Office: Complies. The employee housing contemplated by this application will reduce road use and traffic in the area, with the associated potential reduction of collision risk between other vehicles and wildlife. The community wastewater and water systems are sized sufficiently to accommodate the increase in use from residences and office space (see Engineer's Report – Section 2).

4. *Complies with all relevant standards of these LDRs and other County Resolutions.*

Proposed lots 29, 30, and 31: Complies. This PUD amendment complies with all applicable standards of the Master Plan, LDRs and other County Resolutions. There will not be any added overall density to the development, and all dimensional standards and other requirements will be adhered to.

Employee Housing/Office: Complies. The project will comply with all relevant standards in the LDRs and Master Plan, including those of the NRO and SRO.

5. ***Is in substantial conformance with all standards or conditions of any prior or applicable permits or approvals.***

Proposed lots 29, 30, and 31: Complies. See **Section 3** for detailed accounting of all previously approved permits, text and zoning map amendments, and the requisite conditions that carry through to this permit application.

Employee Housing/Office: Complies. See above for Proposed lots 29, 30, and 31.

IV. Division 8.7.1.C LDR Text Amendment

This text amendment is necessary to update Section 4.3.6.D.2 of the IDRS. See Section 5 for the marked up section of text proposed for change to support this application.

1. ***Is consistent with the purposes and organization of the LDRs;***

Complies. This text amendment is consistent with the purpose and organization of the LDRs and does not introduce any inconsistencies or conflicts. The location of the text amendment is coherent.

2. ***Improves the consistency of the LDRs with other provisions of the LDRs;***

Complies. This text amendment will be consistent with the PUD Amendment, if it were to be approved, improving the internal consistency of the LDRs.

3. ***Provides flexibility for landowners within standards that clearly define desired character;***

Complies. This text amendment will allow for the incorporation of Lot 23 into Area I to better locate development where it is desired and allow for other desired uses that benefit the community in the previous location. The support of the desired character of the area has been addressed in Section 1.D.II. above.

4. ***Is necessary to address changing conditions, public necessity, and/or state or federal legislation;***

Not Applicable.

5. ***Improves implementation of the Comprehensive Plan; and***

Complies. This text amendment will allow for an alternative use of the Lot 23 that is in concert with Common Value 3 of Community Character - Quality of Life, of which Principles 5.1 through 5.4 are devoted to Workforce Housing.

6. *Is consistent with other adopted County Resolutions. Complies.*

E. PROPOSED DEVELOPMENT PROGRAM

I. Development Summary/Dimensional Limitations

The development program for **Lot 23** is intended to include three employee housing units, one office space, a driveway, parking, a bus shelter and a potential public access easement. See site plan in Section 4 of this application. The three employee housing units would consist of 2,000 sf total, broken up into two (2) 550 sf studios and one (1) 900 sf 2-bedroom unit. The office space would be on the ground floor reserved for Resort business or businesses operating on the property. The parking area would be for the office and employee housing residences. Employee housing would be deed restricted as Work Force Housing with no income limit as per Teton County rules.

The development program for proposed lots 29, 30, and 31 are single family residences that have a maximum scale of development as allowed by the Sub Area listed below. Each of these also have a short-term rental use attached to them.

II. Maximum Scale of Development

Individual residential units are limited to 10,000 sf and governed by the Master Plan.

III. Structure Location and Mass (Setbacks)

Structure locations and uses will be confined to their allowed areas as per the Master Plan and underlying LDRs. See the site plan in **Section 4** of this application for the intended layout. All development on other lots in Sub Area II is governed by the Master Plan and will be constructed within those parameters. See below.

Site Development Max	Street Setback Min	Side Setback Min	Rear Setback Min	Height Max	FAR Max
GSA (0.4) +15,007sf	5'	5'	5'	30'	10,000sf +100sf/acre>10

The Master Plan includes building envelopes for each Lot, which require approval from the Snake River Sporting Club Owners Association for any changes. Building envelopes for proposed lots 29, 30, and 31 have been approved tentatively by Teton County in EVA2021-0003. In addition, all development is required to be located outside of the Teton County Scenic Preserve Trust and/or Jackson Hole Land Trust conservation easement areas. The development contemplated in this application will respect the boundaries of these easements.

IV. Building Designs

Will be confirmed during future building permit submittals.

V. Site Development & Landscape Surface Ratio (LSR)

Will be confirmed during building permit submittals.

F. LANDSCAPING

The applicant will provide landscape plans at building permit.

G. ENVIRONMENTAL STANDARDS

- I. Natural Resource Buffers** - All development planned within this permit application complies with these buffers. See Site Plan in Section 4 for details and below for buffers.

Rivers	150'
Streams	50' or edge of riparian plant community up to 150'
Natural Lakes or Ponds	50' or edge of riparian plant community up to 150'
Wetland	30'

- II. Irrigation Ditch Setback** - There are no irrigation ditches running through the properties contemplated in this plan. Irrigation ditch setbacks are 15'.

- III. Wild Animal Feeding** - As per Division 5.1.3 of the LDRs wild animal feeding is prohibited in Sub Area II.

- IV. Natural Resource Overlay (NRO)** - The entirety of Sub Area II is within the NRO which requires that any development conduct and submit an Environmental Assessment (EA). For Proposed lots 29, 30, and 31, updated EAs were submitted and approved by County Planning and can be found in **Section 6** of this application.

- V. Bear Conflict Area Standards** - Sub Area II is entirely within Bear Conflict Priority Area I and will comply with all standards of Division 5.2.2 of the LDRs which include specific measures for storage of garbage and the use of bird feeders.

H. SCENIC STANDARDS

- I. Exterior Lighting** - All proposed exterior lighting standards will be complied with at building permit to eliminate or reduce the nuisance and hazards of excessive exterior lighting.

- II. Scenic Resource Overlay (SRO) Standards** - Part of the proposed development is in the Snake River Canyon Scenic Area and subject to the standards of the SRO. A Visual Resource Analysis for Lot 23 has been performed and is included in this application in Section 5.

I. NATURAL HAZARDS TO AVOID

There are no steep slopes, avalanche hazards, unstable soils, or fault lines within or near the proposed development area.

- I. Steep Slopes** – all development will occur in building envelopes that are not encumbered by steep slopes

II. Areas of Unstable Soils- see Engineers Report – Section 2

III. Fault Areas - No active faults are mapped on or near the proposed Employee Housing

IV. Floodplains - Lot 23 is in Flood zone A, map 56023C0057D. A Floodplain development permit may be required unless the building can be relocated outside flood zone A.

Proposed lots 29, 30, and 31 are in Flood zone X and not a concern

V. Wildland Urban Interface

Sub Area II is entirely within the Wildland Urban Interface and shall comply with the International Wildland Urban Interface Code, 2012 edition, as per the Fire Code Resolution of the LDRs.

J. SIGNS

There is no proposed signage at this time. Any future proposed signage will comply with the Master Plan and the Architectural Review Board sign standards already approved.

K. GRADING, EROSION CONTROL

See Engineer's Report in Section 2.

L. STORMWATER MANAGEMENT

See Engineer's Report in Section 2.

M. USE STANDARDS

I. Allowed Uses

The proposed uses in this application include Resort Support Use (office space and employee housing). The Resort Support Use of office space is not currently permitted in the Sub Area II Use Table, and this application proposes to amend Section 2.2.C.1 Use Standards, in the Master Plan to include "Resort Support Use."

II. Use Requirements

1. Parking – See Engineers report in Section 2

2. Employees Required to be Housed – The Office Use may require a portion of f person for mitigation which would likely result in a fee in lieu. There are other factors at play with previously submitted applications that may affect this calculation. The applicant will work with the Housing Department to determine this requirement as part of the approval of this application.

III. Maximum Scale of Use

Single Family Units are allowed 10,000 sf of habitable floor area.

IV. Operational Standards

1. Outside Storage

All development will comply with the standards in 6.4.1 of the Teton County LDRs. No unusual circumstances are anticipated in the area of Outside Storage.

2. Refuse and Recycling

All refuse and recycling will be handled on site within a bear resistant outdoor enclosure.

3. Noise

No noise shall exceed the maximum sound levels described in Section 6.4.3.A.

4. Vibration

N/A.

5. Electrical Disturbances

N/A

6. Fire and Explosive Hazards

No fire and / or explosive hazards are anticipated at this site.

7. Heat and Humidity

All uses shall conform with the standards set forth in Section 6.4.7 of the Teton County LDRs.

8. Radioactivity

N/A

N. RESIDENTIAL SUBDIVISION REQUIREMENTS

Upon approval of this application a plat will be filed to replat lots 24 and 25 to proposed lots 29, 20, and 31.

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SECTION 2 – ENGINEER’S REPORT

A. INTRODUCTION

This Engineer’s Report discusses the engineering related subjects relative to this development of one building with three two-bedroom employee housing units, and one office space on the 7.88 acres of Lot 23 The River Homes of the Snake River Canyon Ranch subdivision. Additionally, the two existing lots, 24 and 25, are contemplated as three proposed lots, 29, 30 and 31. Supporting infrastructure will be extensions of the existing lines and facilities constructed as part of the Snake River Canyon Ranch Resort and Astoria Park started in 2003 with updates finished in 2022. The basic layout and design elements are shown on the plan set attached in Section 4 and the general engineering items are discussed here.

B. SETTING

Historically the lands occupied by the Snake River Sporting Club were hay meadow, range land, and natural riparian lands adjacent to the Snake River in the Snake River Canyon between Hoback Junction and Alpine. With the development of the Astoria Park and Snake River Canyon Ranch Resort, the golf course, and residential home sites, infrastructure was installed to support the development. Shrub, hillside rangeland, riparian cottonwood forests, and meadow grass are the predominant types of ground cover surrounding the site today.

C. SOILS AND SITE CONDITIONS

Based on geologic mapping, soils on Lot 23 are dominated by transported alluvial deposits which create a terraced depositional environment. Composition is variable and ranges from clay to gravel and cobble-sized particles. Natural hot springs are present and bedrock benches are visible to the south of the lot.

D. GROUNDWATER, STREAMS, & RIVERS

Groundwater on Lot 23 is regularly monitored for the Wyoming Department of Environmental Quality Underground Injection Control Permit (UIC) associated with the community leachfield that is located on the southern portion of the lot. Groundwater has been observed to be - 4’ 6’ below ground surface. Building foundations will need to take into account the elevation of groundwater. Natural hot springs are present and the groundwater temperatures are elevated in the area. Proposed lots 29, 30, and 31 are located up on the bench where groundwater is not an issue.

Lot 23 is adjacent to the Snake River that comprises the boundary of the property to the north and west. There are wetlands on site as documented by EVA2020-0003. There is a hot spring that surfaces on Lot 23 near the southwest property corner above the Snake River. There are no other streams on the site. Surface drainage and wet areas are prevalent in areas on the lot, across the road, and on adjacent properties. Proposed lots 29, 30, and 31 are located up on the bench with no streams or drainages on site. For all lots, spring snow melt and large rainstorms have the potential to create surface runoff. No obvious runoff channels exist, and no concentrated flows are expected.

E. GRADING, EROSION CONTROL, DRAINAGE, & STORMWATER

Development on Lot 23 and proposed lots 29, 30, and 31 leave extensive green space and natural ground. These areas are sufficient to accommodate stormwater runoff. Space around the future buildings provides adequate area for local detention and there is ample space to create areas for infiltration should the runoff exceed the local detention.

While no significant increase in runoff from the development is expected, there will be control strategies employed to manage the runoff. The general control strategy is to create small detention areas throughout the site to intercept runoff before it has an opportunity to concentrate and cause damaging erosion. Culverts will be installed underneath roadways to convey runoff to detention areas where necessary.

Soils in the area are erodible and erosion control strategies to limit the concentration of runoff, reduce runoff velocities, and armor the soils in place will be implemented. Efforts to limit sediment transfer from the property to the Snake River will be important to have in place prior to any construction activities.

F. ROADS AND ACCESS

Access to Lot 23 is over the Astoria Bridge from Highway 89 and along River Bend Road. The lot is located immediately to the right as you exit the bridge. The Astoria Bridge (Red Bridge) is a one lane bridge with a limited load rating and clearance. The heaviest and largest loads heading for Snake River Sporting Club use an historic Forest Service Access Road crossing the Snake River at Rodgers Point and travels along an old two-track gravel road. Once in the subdivision the roads are a minimum of 20 feet wide.

Access to the Employee Housing and Office Building will be a two-way 20 feet wide access drive meeting Teton County access drive standards. A 5 feet wide path from Johnny Counts Road into the building is proposed along the access drive. A bus station pullout is provided along Johnny Counts Road at the beginning of the access drive.

The access to proposed lots 29, 30 and 31 is via River Bend Road and Elk Ridge Road, both 20 ft. wide meeting Teton County access drive standards. Long term viability and responsibility for the Astoria bridge is the responsibility of the Snake River Sporting Club Improvement and Service District (SRSC ISD).

G. TRAFFIC

Traffic trip changes expected with the employee housing and office development, and transfer of density are expected to be minimal. Net traffic from single family residences will stay the same with no new residential lots added. The single family lots will be rearranged within the same overall development, with no new density change. The employee housing and office use should also result in minimal changes. The proposed office use will be a relocation of office use from the Snake River Sporting Club Clubhouse. This relocation may result in additional internal trips, however no new trips

outside the development are expected. Snake River Sporting Club is a members only private club, the removal of the office uses in the Clubhouse may result in more member activity at the Clubhouse. Therefore, internal trips may increase, but external trips should remain constant depending on the type of additional activities. The addition of employee housing at this location will result in no new added work-related trips with employees living on site, however there will be an increase in external domestic trips. With only three employee housing units the increase should be minimal. Additionally, the new public transit stop near the employee housing and office space may also decrease vehicles entering and exiting the development, either for work, recreation or residential use.

H. PARKING

There will be 14 parking spaces at the Employee Housing and office building on Lot 23. The parking calculation was performed using an independent calculation per the Master Plan. 3.3 spots/1,000 sf was used for the 2000 sf of office space and 2 spaces per employee housing unit. Required parking is calculated as 13 spaces while 14 spaces are provided.

I. PATHWAYS

A pedestrian pathway is designed from the bus station pullout along the access drive to the parking lot and employee/office building. The alignment of this path will allow connection from the employee housing building to the bus station on the main road into and out of the Resort.

J. WATER

The employee housing and office building will be served by the Snake River Sporting Club ISD water system. The water system consists of three supply wells, a 200,000 gallon concrete storage tank, supply, transmission, distribution, and service piping. The water system was originally sized for the development potential of both the Snake River Sporting Club and the Snake River Canyon Ranch. The combined demands of those developments were used in sizing the original system with two wells. A third well was built and integrated into the system in 2022. The water system now has redundancy and excess capacity for this and future development at the resort.

Water demands for this development are estimated at 2800 GPD on the maximum day. The early water use projections for the design of the water system included an allowance for employee housing. These water demands anticipate the use of water saving devices and limited lawn and landscape watering.

4" main will be constructed to provide domestic and fire suppression water supply to the building. A Wyoming Department of Environmental Quality Permit to Construct will be required. The permitting documents will be prepared once the development is approved in concept.

K. WASTEWATER

Wastewater treatment and disposal for the Employee Housing Building and Office is through the Snake River Canyon Ranch Underground Injection Control (UIC) septic system. The system is an effluent pressure sewer collection system with disposal of effluent in a pressure dosed disposal field (leachfield) on Lot 23 directly adjacent to River Bend Road. The system currently collects wastewater

from Astoria Park, one single family residence, the gate house, and the employee housing building located above the gate house. See attached Astoria Utility Plan in Section 4.

The wastewater system is permitted under WYO DEQ UIC 13-100 as the Snake River Canyon Ranch Class V Septic System. It is permitted for a discharge of up to 21,285 gallons per day. The disposal field is 50% built out with space reserved for a replacement of the entire area designated for in-ground wastewater disposal. The projected wastewater flows from the Employee Housing and Office use are estimated to be 1,280 gpd on the maximum day and 780 gpd for the average day. The constructed disposal area is sufficient to accommodate the existing uses and the addition of the Employee Housing and Office development. The WYDEQ permit requires regular reporting of discharge flows as part of the permit. Teton County Engineering will require a Small Wastewater Facility permit for the septic tank and lift station system that will connect into UIC system.

L. CABLE UTILITIES AND GAS

Power and communication lines are currently available at Lot 23 and proposed lots 29, 30, and 31.

M. SNOW STORAGE

Lot 23 and proposed lots 29, 30, and 31 are all large parcels of land that will be able to accommodate any snow storage generated for the uses contemplated for those sites.

SECTION 3 – RESPONSES TO PREVIOUS CONDITIONS OF APPROVAL

A. CONDITIONAL USE PERMIT FOR THE SNAKE RIVER SPORTING CLUB (THE CLUB) - CUP-2015-0003

Approved based upon finding that the application meets the findings in Section 8.4.2.C of the Teton County Land Development Regulations as discussed in the staff report with the conditions as listed in the BCC Condition column of the BCC Condition Discussion Table dated September 17, 2015.

1. *Approval of these applications is contingent upon the subsequent approval of PUD2015-0002, ZMA2015-0002, and AMD2015-0003. If those applications are not approved, this approval shall be rendered null and void. Status: Approved.*
2. *Prior to November 5, 2018, the applicant shall submit an application for a Development Plan for employee housing adequate to accommodate a minimum of 14.75 employees on property located south of the Astoria Bridge through construction of an employee housing building, deed restriction of lots within Sub Area III, or a combination of these methods. The applicant may use the employee housing proposal approved in 2003 (as modified by MDV2008-0004) as a template for the proposed housing. The applicant shall not be limited to the original floor plans provided the proposed structure is determined upon review to adequately house 14.75 people. Failure to proceed through the application process and obtain necessary permits and/or to complete deed restriction of a lot by this date shall result in revocation of the Conditional Use Permit for the golf course. At the time of submittal of a grading permit, a final mitigation plan as detailed in the EA conditions shall be required to be submitted, subject to review and approval by the Planning Director. Status: Approved*
3. *No dike, levee or retaining wall shall be constructed in the Snake River, its floodway or floodplain for bank stabilization, erosion control, or other purpose, nor shall the bank height be altered. No bendway weir or other bank stabilization measure (but not dikes, levees or retaining walls) shall be used on the Snake River, its floodway, or floodplain unless authorized by the governmental entity having primary jurisdiction over the subject matter, or, by each governmental entity having concurrent jurisdiction over the subject matter, which includes Teton County. Status: Ongoing.*
4. *All development shall be setback 15 feet from the edge of all irrigation ditches, man-made ponds, and other water features not of natural origin. Verification of compliance shall be made by field inspection upon construction. Status: Ongoing.*
5. *The following mitigation measures shall be implemented (see the Development Impact Assessment by Pioneer Environmental Services dated October 2001 for original recommendations):*
 - a. *Woody debris shall be retained in streams and undeveloped forested areas and firewood collection shall be prohibited.*
 - b. *Snags (standing dead trees) shall not be removed/felled during construction, operation, or use of the project area unless absolutely necessary to provide for public safety.*

Master Plan Amendment

Snake River Canyon Ranch Resort: Planned Unit Development Amendment

- c. *Only minimal disturbance of existing trees and natural habitat shall be permitted around homes. In cases where trees must be removed for construction, they shall be selectively cut.*
 - d. *All livestock grazing, including horses, shall be removed from sensitive riparian areas on the Canyon Club property.*
 - e. *Removal of mature trees shall be done with special devices, when feasible, that will allow them to be reestablished in appropriate areas likely to be beneficial to bald eagles.*
 - f. *Landscaping in the immediate vicinity of residential units shall consist of species not palatable to ungulates.*
Status: Ongoing.
6. *All fencing shall comply with Section 5.1.2, or its current equivalent, except as provided in the open space easements for River Bend Ranch properties where “elk-proof” fencing may be permitted immediately adjacent to hay storage, and except that temporary elk-proof fencing may be installed around the greens on the golf course during fall, winter and spring to prevent greens from becoming a food source for migrating ungulates.* **Status: Ongoing.**
7. *Each year, the owner of the golf course shall submit an Annual Operation Plan and Monitoring Program in accordance with the outline approved as part of the Development Plan and in accordance with the requirements of LDR Section 6.1.3, or its current equivalent.*
Status: Ongoing.
8. *Clubhouse shall be no more than 23,000 square feet of gross floor area, including basements and partial levels such as lofts and interior balconies.* **Status: Complies.**
9. *All golf course buildings and structures over four feet in height shall be setback 50 feet from the perimeter of the golf course parcel.* **Status: Ongoing.**
10. *A traffic counter, capable of capturing peak hour counts, shall be installed within 60 days of issuance of the permit with the capability to capture daily and hourly traffic counts during peak operations across the single lane bridge. The traffic counter shall be in place and operational year round. Traffic count reports including daily and peak hour counts shall be summarized and reported annually. An observational traffic movement study shall be conducted annually in July during one calendar week during normal operational hours (defined as 7 am to 6 pm) to observe and document actual vehicle queuing/stacking and peak hour traffic counts for both weekday and weekend timeframes. This study shall be conducted by an independent qualified engineering firm with an individual with experience in transportation/traffic engineering. This study shall also produce a qualitative functional analysis (level of service). This annual study shall be provided to the County Engineer. If during the reporting time, vehicle stacking into the US 89 clear zone (30') is observed (with the exception of any special event that implements traffic control) the applicant shall be required to implement a mitigation plan to reduce the vehicle queuing length to be outside of the 30' clear zone of US 89. Mitigating measures including, but not limited to, installing traffic signals, controlling the number of vehicles*

entering the site, various traffic demand management tactics or improvements to the bridge facility shall be required. Status: Traffic Counter has been installed and is currently collecting data. Study has been completed and is submitted under a separate cover on an annual basis.

- 11. Prior to issuance of any physical development permit associated with the golf course, including but not limited to physical development permits required for the allowed ancillary platform tennis courts, or for the swimming pool proposed by this application, the applicant shall be required to vacate Lots 96 and 97 as originally required by DEV2013-0011 (see the staff report associated with that permit for more information). Status: Completed and Recorded.*
- 12. Should expansion of golf course operations, maintenance activities, or other ancillary uses beyond the 1.4-acre area identified in this application be proposed in the future, prior amendment of the CUP to reflect the increased area is required. Status: A CUP amendment has been submitted to relocate the Maintenance facility onto the Golf Course Lot.*

B. DEVELOPMENT PLAN FOR A PLANNED RESIDENTIAL DEVELOPMENT – DEV2015-0002

Was approved based upon finding that the application meets the findings in Section 8.3.2.C of the Teton County Land Development Regulations as discussed in the staff report with the conditions as listed in the BCC Condition column of the BCC Condition Discussion Table dated September 17, 2015.

- 1. Approval of these applications is contingent upon the subsequent approval of PUD2015-0002, ZMA2015-0002, and AMD2015-0003. If those applications are not approved, this approval shall be rendered null and void. Status: Approved.*
- 2. All garages shall be setback 20 feet from a vehicular access easement or road right-of-way and all other structures shall be setback a minimum of 10 feet from all vehicular access easements, road rights-of-way, and property lines. Status: Ongoing.*
- 3. No dike, levee or retaining wall shall be constructed in the Snake River, its floodway or floodplain for bank stabilization, erosion control, or other purpose, nor shall the bank height be altered. No bendway weir or other bank stabilization measure (but not dikes, levees or retaining walls) shall be used on the Snake River, its floodway, or floodplain unless authorized by the governmental entity having primary jurisdiction over the subject matter, or, by each governmental entity having concurrent jurisdiction over the subject matter, which includes Teton County. Status: Ongoing.*
- 4. Under no condition will development occur within 15 feet of Martin Creek and all vegetation in that zone shall be native. Status: Ongoing.*
- 5. The introduction of water in excess of 3 cfs is allowed into Martin Creek to provide for cutthroat trout spawning habitat improvement, subject to the issuance of appropriate permits by Teton County, Wyoming State Engineer, and the United States Army Corps of Engineers. The setback from Martin Creek will not be required to be greater than 15 feet. Status: Ongoing.*

Master Plan Amendment

Snake River Canyon Ranch Resort: Planned Unit Development Amendment

6. All development shall be setback 15 feet from the edge of all irrigation ditches, man-made ponds, and other water features not of natural origin. Verification of compliance shall be made by field inspection upon construction. **Status: Ongoing.**
7. The following mitigation measures shall be implemented (see the Development Impact Assessment by Pioneer Environmental Services dated October 2001 for original recommendations):
 - a. Woody debris shall be retained in streams and undeveloped forested areas and firewood collection shall be prohibited.
 - b. Snags (standing dead trees) shall not be removed/felled during construction, operation, or use of the project area unless absolutely necessary to provide for public safety.
 - c. Only minimal disturbance of existing trees and natural habitat shall be permitted around homes. In cases where trees must be removed for construction, they shall be selectively cut.
 - d. All livestock grazing, including horses, shall be removed from sensitive riparian areas on the Canyon Club property.
 - e. Removal of mature trees shall be done with special devices, when feasible, that will allow them to be reestablished in appropriate areas likely to be beneficial to bald eagles.
 - f. Landscaping in the immediate vicinity of residential units shall consist of species not palatable to ungulates. **Status: Ongoing.**
8. Building permit applications for structures located within any "blue zone" as shown in the Snow Avalanche Mapping and Hazard Analysis prepared in April 2002 or as subsequently updated, shall be accompanied by demonstration that the building design has received a stamp of approval by a structural engineer. The building design shall also be reviewed by an Avalanche-control engineer, or similarly qualified person, and shall be approved only if no change in the snow avalanche mapping and hazard analysis is found for potential surrounding buildings, i.e. a proposed building design shall not cause the snow avalanche mapping for a neighboring lot to change from blue zone to red zone. All platted lots in an avalanche zone shall show this on the plat and all lots accessed through an avalanche zone shall show this on the plat. **Status: Ongoing.**
9. A traffic counter, capable of capturing peak hour counts, shall be installed within 60 days of issuance of the permit with the capability to capture daily and hourly traffic counts during peak operations across the single lane bridge. The traffic counter shall be in place and operational year round. Traffic count reports including daily and peak hour counts shall be summarized and reported annually. An observational traffic movement study shall be conducted annually in July during one calendar week during normal operational hours (defined as 7 am to 6 pm) to observe and document actual vehicle queuing/stacking and peak hour traffic counts for both weekday and weekend timeframes. This study shall be conducted by an independent qualified engineering firm with an individual with experience in transportation/traffic engineering. This study shall also produce a qualitative functional analysis (level of service). This annual study shall be provided to the County Engineer. If during the reporting time, vehicle stacking into the

US 89 clear zone (30') is observed (with the exception of any special event that implements traffic control) the applicant shall be required to implement a mitigation plan to reduce the vehicle queuing length to be outside of the 30' clear zone of US 89. Mitigating measures including, but not limited to, installing traffic signals, controlling the number of vehicles entering the site, various traffic demand management tactics or improvements to the bridge facility shall be required. Status: Traffic Counter has been installed and is currently collecting data. Study has been completed and is submitted under a separate cover on an annual basis.

C. AMENDMENT TO PLANNED UNIT DEVELOPMENT FOR SNAKE RIVER CANYON RANCH RESORT (THE RESORT) PLANNED RESORT – PUD2015-0002

Was approved pursuant to the standards for an amendment outlined in Section 4.3.1.E.8.a, rather than the standards for a reconsideration under Section 4.3.1.E.8.d., based upon finding that the application meets the findings in Section 8.7.3.D of the Teton County Land Development Regulations as discussed in the staff report with the conditions as listed in the BCC Condition column of the BCC Condition Discussion Table dated September 17th, 2015.

1. *Prior to issuance of a Development Plan or Conditional Use permit for Sub Area III of the resort, the applicant shall either record a deed restriction, in a form acceptable to the Teton County Housing Authority, limiting the use of Johnny Counts Cabin to housing and office for employees of the Astoria Hot Springs Park or otherwise employed in Teton County or build onsite housing for four Teton County or Astoria Park employees. Preference shall be given to employees of Astoria Hot Springs Park. Status: Employee Housing Building is almost complete Certificate of Occupancy is expected in July 2022.*
2. *Prior to approval of any Use, Physical Development, or Development Option permit for any phase of the resort, the applicant shall propose amendments to the CC&Rs applicable to those seven lots to ensure the transfer fee requirement is imposed through the CC&Rs and that the applicable provisions of the CC&Rs cannot be amended without prior approval of the Board of County Commissioners. The Board of County Commissioners shall review and approve the CC&R amendments prior to recording. Status: Complete.*
3. *Prior to approval of any Use, Physical Development, or Development Option permit for any phase of the resort:*
 - a. *A new transfer fee agreement, which imposes a 1% transfer fee on the gross sales prices of properties sold within the resort, shall be required between the applicant and Teton County, subject to review and approval by the County Attorney's office, to reflect the lots, parcels, or units subject to the agreement, the amount of the fee-in-lieu obligation, and the structure of payments and dispersal of funds. The new transfer fee agreement shall be subject to approval and signature by the Board of County Commissioners as part of review and approval of the Development Plan for the first phase of the project.*
 - b. *The transfer fee agreement shall be recorded against all properties subject to the new transfer fee agreement, to ensure payment of the fees as required.*
 - c. *The agreement and payment structure will allow for 100% of fees collected to be paid*

to Teton County for purposes of fulfilling the employee housing obligation until the amount of the fee-in-lieu requirement is paid in full, at which time the agreement shall could be structured to split payment between Teton County and an entity that benefits Teton County School District employees.

- d. *Any new transfer fee agreement shall make clear the new obligation to pay a 1% transfer fee shall not be duplicative of any other transfer fee agreement already on the property, whether a separate agreement or an applicable provision in Covenants, Conditions, and Restrictions (CC&Rs).*

Status: Approved and Recorded on July 13th, 2016.

4. *Prior to or concurrent with any application for Development Plan or Building Permit for physical development associated with the hot springs park, the applicant shall be required to obtain a Conditional Use Permit for the entirety of the park use.* **Status: Approved CUP2017-0004**
5. *A traffic counter, capable of capturing peak hour counts, shall be installed within 60 days of issuance of the permit with the capability to capture daily and hourly traffic counts during peak operations across the single lane bridge. The traffic counter shall be in place and operational year round. Traffic count reports including daily and peak hour counts shall be summarized and reported annually. An observational traffic movement study shall be conducted annually in July during one calendar week during normal operational hours (defined as 7 am to 6 pm) to observe and document actual vehicle queuing/stacking and peak hour traffic counts for both weekday and weekend timeframes. This study shall be conducted by an independent qualified engineering firm with an individual with experience in transportation/traffic engineering. This study shall also produce a qualitative functional analysis (level of service). This annual study shall be provided to the County Engineer. If during the reporting time, vehicle stacking into the US 89 clear zone (30') is observed (with the exception of any special event that implements traffic control) the applicant shall be required to implement a mitigation plan to reduce the vehicle queuing length to be outside of the 30' clear zone of US 89. Mitigating measures including, but not limited to, installing traffic signals, controlling the number of vehicles entering the site, various traffic demand management tactics or improvements to the bridge facility shall be required.* **Status: Traffic Counter has been installed and is currently collecting data. Study has been completed and is submitted under a separate cover on an annual basis.**
6. *Prior to issuance of any Use, Physical Development, or Development Option permit associated with any phase of the resort, the applicant shall install appropriate signage, to be approved by the County Engineer, at each bridge end, with traffic required to yield at the SW bridge end.* **Status: Complete.**
7. *Prior to issuance of a Development Plan permit for any phase of the resort, the applicant shall be required to provide the following to the County Engineering office for review, approval, or approval subject to additional conditions and requirements:*
 - a. *Documentation of an official agreement with the US Forest Service formalizing Johnny Counts Road/South Hoback Junction Road for emergency access and limited construction access purposes in instances where the load cannot meet the height limits*

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of the Astoria Bridge. If an official agreement has not been reached at that time, the applicant shall either provide written documentation from the US Forest Service regarding anticipated timing for an agreement or confirmation that an agreement is not possible, to be submitted to the County Engineer.

- b. Documents necessary for establishment of the proposed Improvement and Service District or HOA-controlled entity which will be charged with operation and maintenance of the bridge, monitoring and submittal of traffic counts as required by other conditions of this approval, development and management of the proposed community traffic awareness program, evaluation, implementation and enforcement of travel demand management strategies, including, but not limited to, those described in the June 23, 2015 memo prepared by Jorgensen Associates, and establishment of a long-term capital plan to create a reserve fund for the eventual capital needs of the bridge.*

Status: Complete.

- 8. Within one year of the date of approval of this application, subject to extension by the Planning Director for good cause shown, the applicant shall revise and consolidate the Master Plan as described in Key Issue 4 of the staff report, to the satisfaction of the Planning Director, and record both the Master Plan and Certificate of Standards as required by the LDRs. This condition shall be satisfied before applications for any future phase of the project may be submitted. **Status: Complete.***
- 9. Prior to recording of the approved Master Plan and Standards and Conditions, the applicant shall add sections to the supplemented version of the SRSC Design Guidelines included with this submittal. The additional sections shall address standards for pathways and walkways, landscaping and lighting of common areas, and resort-wide signage. **Status: Complete***
- 10. Within one year of the date of approval of this application, subject to extension by the Planning Director for good cause shown, the applicant shall replat and record the conversion of the 95 acres of park zoned land, amend the CCR's to allow public access to AREA I and begin the process of completing a conservation easement on the park. **Status: Complete***
- 11. Prior to Development Plan approval for any resort development except that associated with the development of the park, the applicant shall be required to submit a revised phasing plan that incorporates necessary infrastructure improvements, any housing requirements, and a monitoring plan with performance measures as required by the LDRs. The revised phasing plan shall be subject to review and approval by the Board of County Commissioners. **Status: Complete.***
- 12. Prior to issuance of any Grading or Building Permit, Planning staff shall verify, on behalf of the Teton County Scenic Preserve Trust, that all proposed structures are located outside of the conservation easement area. **Status: Complete.***
- 13. Within one year of the date of approval of this application, subject to extension by the Planning Director for good cause shown, the applicant shall revise the Master Plan to clarify that units transferred from Sub Area II to Sub Area III of the Resort shall be relocated*

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Snake River Canyon Ranch Resort: Planned Unit Development Amendment

consistent with their original approvals with regard to size and mitigation requirements.

Status: Complete.

14. *Due to the highly conceptual nature of Sketch Plans, a Development Plan with full public review, as outlined in Section 8.3.2 of the LDRs, shall be required to establish unit types, footprints, circulation and parking prior to issuance of a Building Permit for any phase of resort development. Status: Complete.*
15. *Within one year of the date of approval of this application, subject to extension by the Planning Director for good cause shown, the applicant shall revise the Master Plan to incorporate the dimensional limitations for Sub Area III as presented to the Planning Commission on August 10, 2015, with the following changes:*
 - a. *The standard for Maximum Impervious Surface shall be re-labeled Maximum Site Development and shall apply to the entire development, not a lot-by-lot standard. The standard shall be 0.45-0.75*
 - b. *The standard regulating APOs shall be eliminated.*
 - c. *The standard for minimum Right-of-Way (ROW) width shall be eliminated.*
 - d. *The minimum ROW standard shall not apply to access through general common elements or areas*
 - e. *A minimum wetland setback of 30 feet shall be incorporated into the dimensional limitations table.*
 - f. *A footnote should be added to the dimensional limitations table specifying that in the absence of a specific standard, the currently applicable LDRs shall apply.*

Status: Complete.

D. LDR TEXT AMENDMENT – AMD2015-0003

Approved LDR Text Amendment AMD2015-0003 with staff's recommended changes to revise the text of Section 4.3.6. of the Teton County Land Development Regulations, based upon finding that with changes to the proposed text as recommended by staff the application meets the findings in Section 8.7.1.C of the Teton County Land Development Regulations as discussed in the staff report, with **no conditions**.

E. ZONING MAP AMENDMENT FOR PARK ZONE – ZMA2015-0002

Approved Zoning Map Amendment ZMA2015-0002 to rezone 101.7 acres of land from Planned Unit Development-Planned Resort Zoning to Park zoning, based upon finding that the application meets the findings in Section 8.7.2.C of the Teton County Land Development Regulations as discussed in the staff report with the conditions as listed in the BCC Condition column of the BCC Condition Discussion Table dated September 17, 2015.

1. *Within one year of the date of approval of this application, subject to extension by the Planning Director for good cause shown, and prior to recording of the Zoning Map Amendment with the Teton County Clerk, the applicant shall demonstrate, to the satisfaction of the Planning Director and the County Attorney, that transfer of the property to a qualified non-profit corporation has occurred.*

Status: Complete – approved by the Teton County Planning director on July 8th, 2016.

F. SKETCH PLAN FOR A 5.2 ACRE PARK AND TO DEVELOP 62 UNITS AT SUB AREA III OF SRCRR – SKC2015-0001

Approved Sketch Plan SKC2015-0001 based upon finding that the application meets the findings in Section 8.3.1.C of the Teton County Land Development Regulations as discussed in the staff report with the conditions as listed in the BCC Condition column of the BCC Condition Discussion Table dated September 17, 2015.

1. *At the time of Development Plan, the applicant shall be required to submit a site plan that adheres to the dimensional limitations established in the amended Resort Master Plan, being reviewed concurrently with this application. **Status: Complete.***
2. *Prior to approval of a Development Plan or Building Permit for any phase of the resort, the applicant shall be required to provide confirmation from Wyoming DEQ regarding the adequacy of the existing wastewater and water systems or copies of permits to construct for any improvements to or expansions of existing systems or for proposed new systems. This condition does not restrict the issuance of Building Permits for lots within the Snake River Sporting Club Planned Residential Development. **Status: Complete.***
3. *The applicant shall be required to obtain a Conditional Use Permit for the entirety of Astoria Hot Springs Park concurrently with the first Physical Development permit for the park. **Status: Complete.***
4. *Prior to approval of a Development Plan for any phase of the development described in this Sketch Plan, the applicant shall be required to submit a more detailed visual analysis of the final bulk and scale proposed, to ensure that development is adequately screened and visual impacts are minimized. Building materials will be confirmed at the time of Building Permit. **Status: Complete.***

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SECTION 4 – DEVELOPMENT PLAN MAPS

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Snake River Canyon Ranch Resort: Planned Unit Development Amendment

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SECTION 5 – OTHER SUPPORTING DOCUMENTATION

Master Plan Amendment
Snake River Canyon Ranch Resort: Planned Unit Development Amendment

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SECTION 6 – ENVIRONMENTAL ANALYSES

Master Plan Amendment
Snake River Canyon Ranch Resort: Planned Unit Development Amendment

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SECTION 7 – APPLICATION MATERIALS

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Snake River Canyon Ranch Resort: Planned Unit Development Amendment

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Division 1. Snake River Canyon Ranch Resort - Planned Resort Zone

1.1. Title

The title of this document is established by Section 4.3.6. of the Teton County Land Development Regulations as "Snake River Canyon Ranch Resort Master Plan", and is referred to throughout the document as the "Resort Master Plan" or "Master Plan".

1.2. Purpose, Background and Intent

A. Purpose

This Master Plan, approved by the Planning Director of Teton County, Wyoming pursuant to the Teton County Land Development Regulations (LDRs) effective October 19, 2015, establishes the entitlements, standards and conditions for the development and use of the Snake River Canyon Ranch Resort (the Resort). This Master Plan establishes the zoning for lands within the boundaries of the Resort, which are more precisely defined and depicted on Attachment 2.

B. Background

The Snake River Canyon Ranch Resort (SRCRR) Planned Unit Development Planned Resort (PUD-PR) Master Plan was originally approved by the Board of County Commissioners on July 6, 1999 (DEV1999-0016). In conjunction with the 1999 PUD-PR Master Plan approval, the Teton County Official Zoning District Map was amended, rezoning approximately 195 acres of land from Rural to PUD-PR. In addition, a text amendment to the LDRs that reflected the new resort was approved at that time. The 1999 PUD-PR Master Plan approval allowed for a main lodge with a maximum of 28 hotel rooms, six condominiums, six single unit cabins, 16 duplex cabins, eight single family home sites, hot spring/spa facilities, platform tennis facilities, a helicopter pad and associated support and maintenance facilities for a heli-skiing operation, affordable and employee housing, and miscellaneous resort support facilities.

The Snake River Canyon Ranch Resort Planned Unit Development Planned Resort is one of six Resort Zones in Teton County, Wyoming, including Teton Village I, Teton Village II, Jackson Hole Golf and Tennis, Grand Targhee Resort, and Snow King Resort. Since the original approval of the resort zone, the Snake River Canyon Ranch Resort ownership went through a number of bankruptcies and ownership changes.

On September 17, 2015, the Teton County, Wyoming Board of County Commissioners approved an amendment to the SRCRR PUD-PR (PUD2015-0002) and approved accompanying Land Development Regulations Text Amendment (AMD2015-0003) and Zoning Map Amendment (ZMA2015-0002). These approvals include the removal of approximately 95 acres of land within the SRCRR PUD-PR, and rezoning this removed acreage as Park and Open Space. It also relocated 56 lodging units from land removed from the SRCRR PUD-PR land to a 20.04 acre receiving area previously within the Snake River Sporting Club Planned Residential Development. This 20.04 acre receiving area was subsequently rezoned PUD-PR and became part of the SRCRR. As a result of this 2015 amendment, the Resort is comprised of three Planned Resort Zone Sub Areas: Sub Area I - the 5.2 acre "Astoria Hot Spring Site", Sub Area II – the "Legacy Lots and Resort Infrastructure", and Sub Area III, the "Resort Lodging Core".

In conjunction with the approval of the SRCRR PUD-PR amendment, the Teton County Board of County Commissioners approved an overall Sketch Plan for the development of lands within the Resort. This sketch plan approval included approval of conceptual development plans for specific areas within the Planned Resort. As a result, the thresholds for required submittal and approval of Physical Development Permits are specific to the Resort and its Sub Areas and these Physical Development Permit threshold requirements are described within this Master Plan Document.

13.08 acres

C. Intent (Teton County LDR Section 4.3.1.A.)

The purpose of the Snake River Canyon Ranch Resort - Planned Resort Zone is to provide for a mix of recreational, retail, and service-oriented activities which have a high degree of self-containment and provides economic and other benefits to the community. The Planned Resort Zone is intended to guide the creation or continuation of a planned development configured around a major recreational activity. The intent of this development type is to:

standards, conditions and entitlements approved. Any application to Teton County that acts upon the approved amendment shall not be delayed by Teton County as a result of this requirement to amend the Master Plan.

Time Frame: All amendments shall be considered a part of the Master Plan unless the Master Plan is not revised and amended within 1 year of the approval of the amendment to reflect the standards, conditions and entitlements of the approved amendment within one year, at which time the amendment shall expire.

1.6. Establishment of Resort Areas and Sub Areas

This Master Plan establishes the area of land within the Snake River Canyon Ranch Resort and further establishes specific Sub Areas within the Resort.

The Snake River Canyon Ranch Resort consists of approximately 112 acres of land approximately three miles south of Hoback Junction on Wyoming Highway 89. The Resort is located on the east bank of the Snake River and is bordered by US Forest Service land to the east, and the Snake River Sporting Club PRD to the South. Access to the Resort is provided by the one lane Astoria Bridge crossing the Snake River.

The Resort consists of three distinct sub areas: Sub Area I – “Astoria Hot Springs Site”, Sub Area II – “Legacy Lot and Resort Infrastructure”, and Sub Area III - “Resort Lodging Core”. Each Sub Area has entitlements, standards and conditions that are unique and specific to the respective Sub Area. In addition, entitlements, standards and conditions exist that are common to all Sub Areas. Each Sub Area also has individual infrastructure standards and conditions unique to that Sub Area as well as common to all Sub Areas.

Sub Area I – Astoria Hot Springs Site:

Sub Area I, the “Astoria Hot Springs Site” consists of 5.2 acres of land area located on the bank of the Snake River, it is the northernmost portion of the Resort. This sub area contains the geothermal Astoria Hot Springs, a helicopter landing pad, road and parking infrastructure, the “Johnny Counts Cabin”, and recreational support amenities. Land within the Astoria Hot Springs Site is designated for parkland use, including hot springs pools for swimming/soaking, trails and pathways, and river access that shall be open to the public. Sub Area I is designed to take advantage of the natural environmental setting and highlight the natural resources of the site with the hot springs bathing and spa facilities being the central recreational activity, providing a mountain resort experience for visitors and locals.

13.88 acres

employee housing

Sub Area II – Legacy Lots and Resort Infrastructure:

Sub Area II, the “Legacy Lots and Resort Infrastructure” Sub Area consists of seven individual lots. Ranging in area from approximately 1 acre to approximately 32 acres, these lots are referred to in plats and previous Teton County development approvals as Canyon Homes, River Homes, and Ranch Homes. Building envelopes for each of these lots are approved and recorded with the Teton County Clerk.

These building envelopes were approved by Teton County and are the approved building envelopes under the Snake River Canyon Ranch Master Declaration of Covenants, Conditions and Restrictions. Any changes or amendments to these building envelopes require approval from the Snake River Sporting Club Owners Association. Teton County shall review and approve development on lots within Sub Area II based on the provisions of this Planned Resort Master Plan.

The Legacy Lots within Sub Area II are designated and approved for residential, infrastructure, and short-term rental use. The physical development standards for each lot are based on the lot's overall area and physical characteristics. Therefore, each lot will have individual and unique development standards and infrastructure requirements. Sub Area II is also the site of existing and potential new infrastructure that serves, or will serve, the Resort. This infrastructure includes but is not limited to utility facilities such as water and wastewater facilities, and wireless communication facilities.

Sub Area III – Resort Lodging Core:

Sub Area III, the “Resort Lodging Core” consists of 20.04 acres of land area and includes the most intensive development entitlements within the Resort. The 20.04 acres of land is comprised of what was previously known as lots 1-6, 47, 69, and 80 of the Snake River Sporting Club PRD.

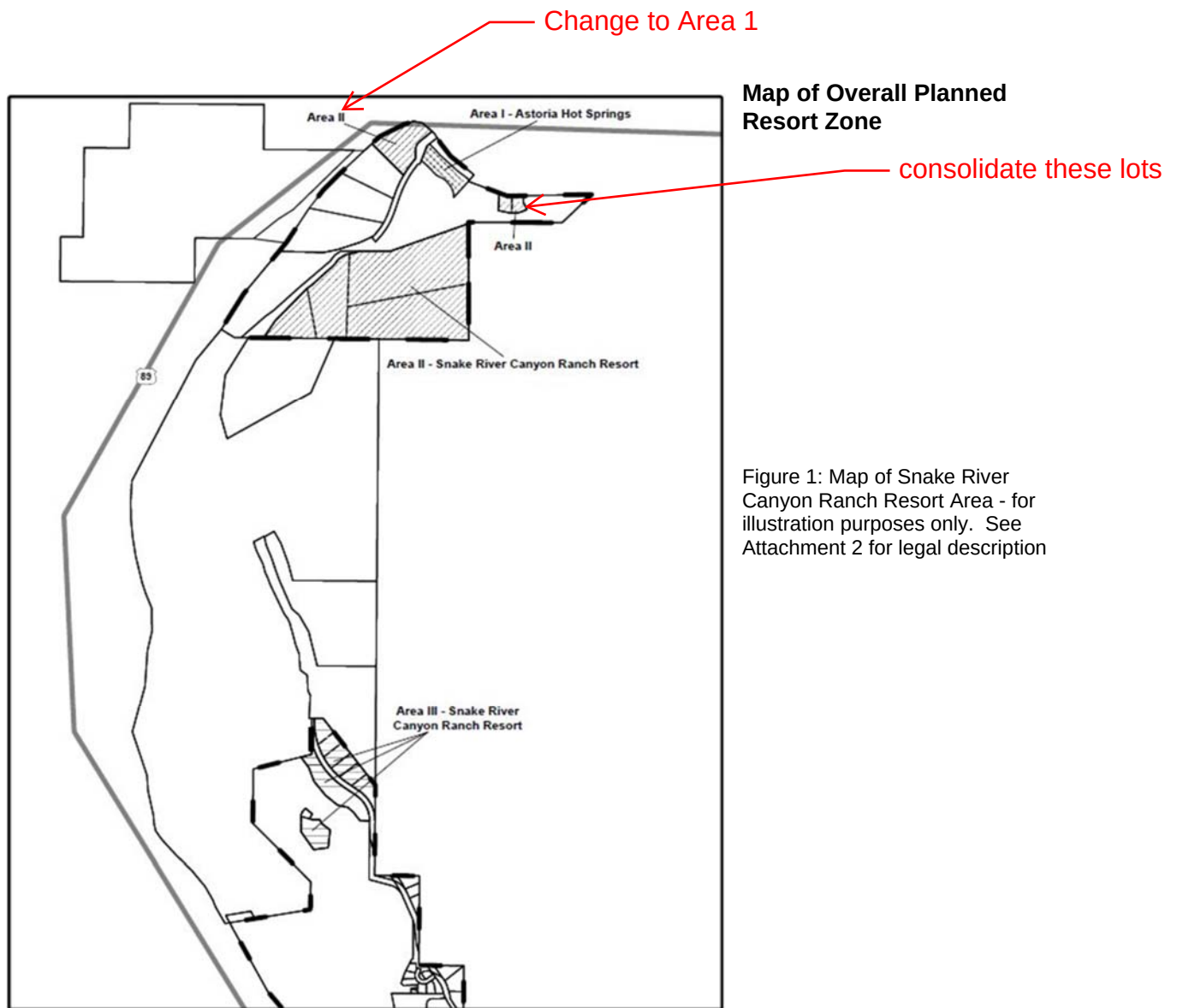


Figure 1: Map of Snake River Canyon Ranch Resort Area - for illustration purposes only. See Attachment 2 for legal description

1.7. Definitions

Purpose: The purpose of this section is to define words, terms and phrases contained within the Master Plan to explain the relationship between this Master Plan and the Teton County Land Development Regulations. Any term not defined herein shall have the meaning as defined in the Teton County Land Development Regulations effective October 19, 2015.

Astoria Bridge: Shall mean the bridge, in its existing form at the time of approval of this document or as may be changed, improved, or replaced in the future, that crosses the Snake River from US Highway 89 and provides access to the Astoria Hot Springs and Snake River Canyon Ranch Resort Planned Unit Development Planned Resort.

Building: Shall mean any structure having a roof supported by columns or walls; and enclosed structure, including tarpaulin structures, designed or used for the housing or enclosures of persons, animals, chattels or property of any kind; or attached appurtenance thereto, but not including an advertising sign board, fence, tepee, tent, or similar temporary structure.

Density: Shall mean the number of individual dwelling units and lodging units, including detached single family, attached single family, apartment, condominium, townhouse, or other type of residential dwelling unit or lodging unit permitted to be constructed or occupied on a lot, site, sub-area or other part or portion of the Snake River Canyon Ranch Resort Planned Unit Development Planned Resort.

Division 2. Standards Applicable to Individual Resort Sub Areas

2.1. Standards Applicable to Sub Area I – Astoria Hot Spring Site

A. Intent and Purpose

The purpose of Sub Area I – Astoria Hot Springs Site shall be open to the public to provide the public and resort guests with the opportunity to access and enjoy a hot spring bathing experience and to ensure there are sufficient support facilities and amenities to provide for the safe, convenient and enjoyable use of the Hot Springs. The Astoria Hot Springs site, while included within the Resort, is bordered by approximately 95 acres of land zoned Park and Open Space. The Hot Springs site and the park are intended to and shall function together collectively as a family oriented recreational park.

Map of Sub Area I

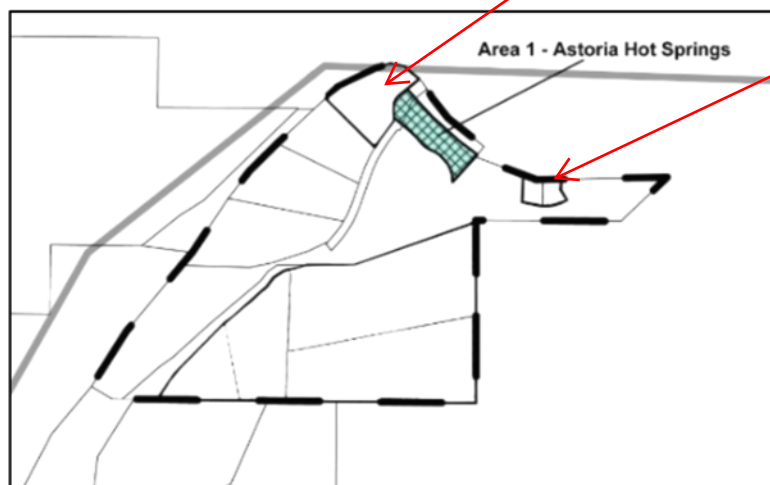


Figure 2: Map of Astoria Hot Springs Site, for illustration purposes only. See Appendix 2 for legal description

will need to change
Appendix 2 - Legal
Description

B. Physical Development Standards

Standards applicable to the physical development of Sub Area I are provided within this sub-section. Cross references provided refer to specific sections of the LDRs.

B.1. Structure Location and Mass

	LSR (min)	Street Setback (Min)	Side Setback (Min)	Rear Setback (min)	Height (max)	FAR (max)
All Allowed Uses	.66	5'	5'	5'	20'	n/a *

Exceptions: All uses: street/side/rear yard projections, including cornices, canopies, eaves, decks, porches, bay windows, chimneys, patios, and similar architectural features may encroach into any setback not more than 5'.

* There is no explicit floor area ratio within Sub Area I. The overall Sub Area I is permitted to contain a maximum of 9,000 s.f. of development, excluding floor area dedicated to employee housing, with no limitation on maximum scale of development.

change to 11,000 sf
for the addition of
2,000 sf of office
space

Change to 30' to
accommodate a 2
story structure

B.2. Maximum Scale of Development

Individual Building (max gross FA):

Individual Building: 9,000 s.f.

B.3. Building Design

All Building Materials:

External surfaces shall be non-reflective. Colors shall blend into terrain using muted colors and earthy hues.

Note: Sub Area I is subject to certain Snake River Sporting Club Design Guidelines which may be amended from time to time. Approval of building designs by the SRSC-ARB is required prior to building permit submittal to Teton County.

B.4. Site Development

Site Development Setbacks (min)

Side/Rear ½ the structure setback
Front

40% of lineal frontage ½ the structure setback

60% of lineal frontage structure setback

No other limitations apply

Exemptions:

Driveways providing access across street yard, and shared parking and driveways

B.5. Landscaping: LDR Div. 5.5

Plant Units (min)

Residential 1 per DU

Nonresidential 1 per 1,000 s.f. of gross floor area

Parking Lot 1 per 8 parking spaces

B.6. Fencing: LDR Sec. 5.1.2

Wildlife friendly fencing

Special Purpose Fencing Height

In Street Yard: 4'

In Side or Rear Yard: 6'

Special Purpose Fencing Setback:

Any Yard 0'

Exemptions:

As recognized in Teton County LDR Section 5.1.2, there exist exemptions for "Special Purpose Fencing", including fencing for swimming pool enclosures. It is likely that special purpose fencing exemptions to the Wildlife Fencing Standards will be required.

B.7. Environmental Standards:

The amendment to the SRCRR PUD-PR (PUD2015-0002) approved by the BOCC on September 17, 2015, along with the associated Zoning Map Amendment (ZMA2015-0002) included the preparation and approval of an Environmental Analysis that looked closely at the protected resources and potential impacts of development within and in the vicinity of the Sub Area I – the Astoria Hot Springs Site. The EA found that the development configuration approved in the Sketch Plan (SKC 2015-001) approval associated with PUD2015-0002 combined with the transfer of previously approved development entitlements in the vicinity of Sub Area I to Sub Area III of the Resort, along with rezoning approximately 95 acres from PUD-PR to Park and Open Space zoning will reduce the intensity of use and development in the vicinity of Sub Area I and will minimize or reduce overall impacts to wildlife and wildlife habitat and movement corridors when compared to previous entitlements. This notwithstanding, the EA contains conditions of approval that will apply to development and use within Sub Area I. Based on the above, all future applications for development within Sub Area I will not require additional natural resource impact review, including the preparation and/or review of additional Environmental Analysis. At the time of submittal of a Development Plan Permit or Use Permit application, development will be subject to natural resource impact

mitigation requirements based on the preparation and evaluation of a Use Management Plan. The Use Management Plan will include a requirement that an environmental professional evaluate the intensity, operational characteristics, and potential impacts of the uses at Development Plan or Use Permit approval based on the previously approved Environmental Analysis. A final mitigation plan must be included with Development Plan and final mitigation requirements will be part of Development Plan approval.

Natural Resource Buffers: LDR Sec. 5.1.1

The purpose of Sub Area I is to provide the public with access to Astoria Hot Springs. Based on an Environmental Analysis Review for the Astoria Hot Springs Park (EVA2014-0008) it was determined that the wetlands associated with the existing hot springs ponds were determined not to qualify as wetlands protected under the LDRs. Therefore, Hot Springs shall be considered swimming pools for the purpose of this Resort Master Plan and shall not be considered a river, stream, natural lake/pond, wetland, ditch or other form of water body and shall not be subject to waterbody/wetland setback/buffer standards, restrictions or regulations and development in the proximity of the hot springs ponds shall not require wetland mitigation. Any other disturbance of wetlands within Sub Area I shall comply with the requirements of EVA2014-0008. Other development within Sub Area I that is not directly connected with the development of hot springs pools, such as restrooms, offices, housing, restaurant space and other light commercial uses is permitted to encroach into the Hot Springs if it can be shown that such development will have no adverse impact to other existing wetlands within the Sub Area.

Rivers: 20'

Streams 50' or edge of riparian plant community up to 150'

Natural Lakes or Ponds: 50' or edge of riparian plant community up to 150'

Wetland: 30'

Irrigation Ditch/Pond Setback: LDR Sec. 7.7.4.D

Irrigation Ditch/Pond: 15'

Wild Animal Feeding LDR Sec. 5.1.3

Wild Animal Feeding Prohibited

Natural Resource Overlay (NRO) Standards LDR Sec. 5.2.1

Bear Conflict Standards LDR Sec. 5.2.2

Bear resistant trash required in conflict area 1

B.8. Scenic Standards:

Exterior Lighting: LDR Sec. 5.3.1

Total cut off angle (max) 90

Illumination in footcandles .50

Height 15'

Scenic Resource Overlay (SRO) Standards LDR Sec. 5.3.2

The amendment to the SRCRR PUD-PR (PUD2015-0002) approved by the BOCC on September 17, 2015, along with the associated Zoning Map Amendment (ZMA2015-0002) included the preparation of a Visual Resource Analysis that demonstrated that the amendments to the PUD-PR resulted in reduced visual impacts to the scenic foreground when compared to the prior SRCRR PUD-PR approval. Any additional site specific scenic resource analysis shall base findings, conclusions and recommendations on the reduction of visual impacts has resulted from the transfer of development rights from Sub Area I to Sub Area III within the Resort approved under PUD2015-0002. Pursuant to SKC 2015-0001 Condition of Approval #4, "Prior to Approval of a Development Plan for Sub Area I, the applicant shall be

D. Development Options

Standards applicable to development options and subdivision in Sub Area I of the SRCRR PUD-PR are provided or referenced below.

D.1. Allowed Subdivision Development Options

Option	BSA	Lot Size (min)	Density (Max)	OSR (Min)	FAR (max)	Height (max)
Land Division	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
Condominium/Townhouse	n/a	n/a	n/a	n/a	Determined by physical development	Determined by Physical development

No land division permitted in Sub Area I. Any Condominium or Townhouse unit created shall be deed restricted employee housing.

D.2. Required Subdivision and Development Option Permits

Option	Sketch Plan (8.3.1)	Development Plan (8.3.2)	Development Option Plan (8.5.2)	Subdivision Plat (8.5.3)
Any subdivision				
<10 units		X		X
> 10 units	X	X		X

D.3. Affordable and Employee Housing Standards

Employee housing requirements for development within Sub Area I are limited to the provision of housing four (4) persons. This is the maximum employee housing requirement. However, the owner may provide additional employee housing which exceeds this requirement. This employee housing requirement may be fulfilled by recording a deed restriction limiting the residential use of the Johnny Counts Cabin to housing for employees of Astoria Hot Spring Park or persons otherwise employed in Teton County, (office uses for the benefit of the Astoria Hot Springs Site are permitted within Johnny Counts Cabin) or the provision of housing on site for four (4) employees of Astoria Hot Spring Park or persons otherwise employed in Teton County. Occupancy preference shall be for employees of Astoria Hot Spring Park.

While the owner of Sub Area I may deed restrict Johnny Counts Cabin as employee housing, nothing herein shall require that the Johnny Counts Cabin shall remain as employee housing in perpetuity. This housing requirement shall explicitly allow the owner to transfer the employee housing requirement to another structure or structures on site, or to a location south of the Astoria Bridge, within the development area or immediate surroundings, or any combination thereof, as long as the total persons housed equals or exceeds four (4). Any deed restriction placed on Johnny Counts Cabin shall reflect this ability to transfer the housing requirement to another building(s) and shall be subject to approval by the appropriate entity within Teton County, which may be the BOCC. The above notwithstanding, all employee housing requirements associated with Sub Area I are permitted to be located on any lot or parcel south of the Astoria Bridge.

There is no Affordable Housing requirement within Sub Area I.

minimum

D.4. Infrastructure Requirements and Standards

1. Transportation Plan:

There is no specific transportation plan for Sub Area I. The transportation plan for the entire Resort, discussed in Division III of this Master Plan shall govern transportation plan requirements for Sub Area I.

2. Stormwater Management Plan

All stormwater shall be handled and accommodated in accordance with Section 5.7.4 of the LDRs.

3. Water and Sewer Management Plans

2.2 Standards Applicable to Sub Area II – Legacy Lots and Resort Infrastructure

A. Intent and Purpose

Sub Area II shall have a western character reminiscent of the great mountain lodges of the West but smaller in scale. Development shall have a presentation from the highway that is in scale with the mountain backdrop, have varied roof lines and horizontal planes that visually reduce the bulk and scale of the buildings, and a development pattern that favors a reduction in building footprints to protect the natural resources of the site, thereby minimizing overall impact of development. Development will highlight the natural features of a site, retain the rural atmosphere, and protect habitat and environmentally sensitive areas. **remove lot 23**

The purpose of Sub Area II – Legacy Lots and Resort Infrastructure is to maintain the entitlements and standards established in the original Snake River Canyon Ranch Resort Master Plan approved on July 6, 1999. These entitlements and standards apply to Lots 2, and 3, The Canyon Ranch Homes, Snake River Canyon Ranch (Plat #1040), Lot 23, River Homes, Snake River Canyon Ranch (Plat #1030), Lots 24, 25, 26 and 27, The Ranch Homes, Snake River Canyon Ranch (Plat #1031). **remove lots 24 & 25 and add lots 29,30,31 of Plat No. ?**

Map of Sub Area II

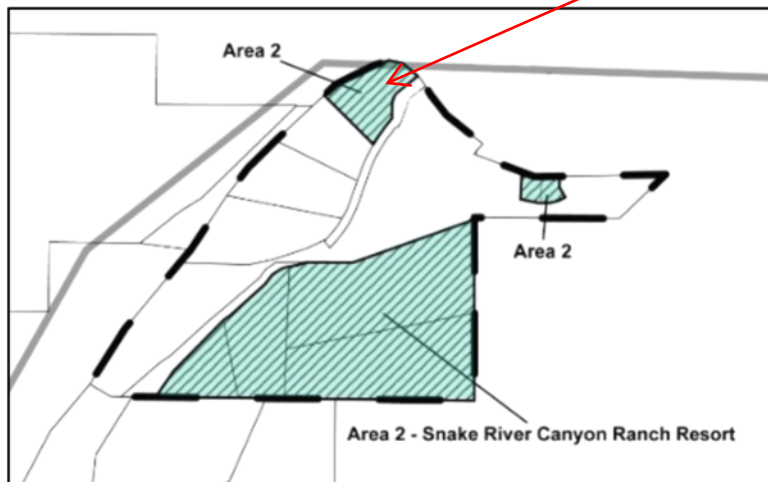


Figure 3: Map of Sub Area II – “Snake River Original Lots, for illustration purposes only. See Appendix 2 for legal description

Update legal of Area 2 in Appendix

B. Physical Development Standards

Standards applicable to the physical development of Sub Area II are provided within this sub-section. Cross references provided refer to specific sections of the Teton County Land Development Regulations.

B.1. Structure Location and Mass

	Site Development (Max)	Street Setback (Min)	Side Setback (Min)	Rear Setback (min)	Height (max)	FAR (max)
All Allowed Uses	GSA(.04) +15,007 s.f.	5'	5'	5'	30'	10,000 s.f. + 100 s.f./ acre > 10

Building envelopes for each of these lots are approved and recorded with Teton County as follows:

- The Canyon Homes, Snake River Canyon Ranch, Lots 2 and 3. Building Envelopes are recorded at Book 447, pages 804-849.
- The River Homes, Snake River Canyon Ranch Lot 23 and The Ranch Homes, Snake River Canyon Ranch Lots 24, 25, 26 and 27 are recorded at Book 434 Pages 783-839.

Building envelopes for lots within Sub Area II are included herein as Attachment 3.

Remove lot 23 and update lots 24 and 25 to lots 29.30 & 31 on new plat

These building envelopes are approved by Teton County and are the approved building envelopes under the Snake River Canyon Ranch Master Declaration of Covenants, Conditions and Restrictions. In the event of a discrepancy between zoning requirements and the building envelopes approved for lots within Sub Area II, the individual building envelopes shall govern.

Any changes or amendments to these building envelopes require approval from the Snake River Sporting Club Owners Association, Inc. Teton County shall review and approve development on lots within Sub Area II based on the provisions of this Master Plan.

The above notwithstanding, development on lots within Sub Area II shall be required to locate all development outside the Teton County Scenic Preserve Trust's and/or the Jackson Hole Land Trust's conservation easement area. Building envelopes and development on lots within Sub Area II may be located anywhere outside areas restricted by any conservation easements subject to other restrictions stated within this Master Plan, subject to Owners Association review and subject to Teton County review.

New building envelopes for lots 29, 30, and 31 will be drafted and legally described and attached herein. They will also need approval by the HOA

Change this text to: "Transfer of Units from Area II to Area III and within Area II from one physical location to another"

C.4. Operational Standards

LDR Div. 6.4

Refer to LDR Division 6.4.

D. Development Options

Standards applicable to development options and subdivision in Sub Area III of the SRCRR PUD-PR are provided or referenced below.

D.1. Allowed Subdivision Development Options

Option	BSA	Lot Size (min)	Density (Max)	OSR (Min)	FAR (max)	Height (max)
Land Division	35 ac	n/a	n/a	n/a	Determined by physical development	30'
Transfer of Units from Area II to Area III	Consistent with original allowances for lots in Area II					

Add the following text: Units transferred from one geographic location to another within Area II is allowed and shall be reviewed as a development option,

It is explicitly recognized within this Master Plan that transfer of development units and associated floor area from Sub Area II to Sub Area III is permitted under the provisions of this Master Plan. Units transferred from Sub Area II to Sub Area III shall be relocated in accordance with the original approvals granted for development of parcels or lots within Sub Area II. Transfer of Development Units from Sub Area II to Sub Area III that does not include the expansion of the land area of Sub Area III shall be reviewed as a Development Options Plan pursuant to LDR Section 8.5.2

D.2. Required Subdivision and Development Option Permits

Option	Sketch Plan (8.3.1)	Development Plan (8.3.2)	Development Option Plan (8.5.2)	Subdivision Plat (8.5.3)
Transfer of Units			X	

D.3. Affordable and Employee Housing Standards

Properties within Sub Area II are not subject to the Employee Housing Agreement. Lots within Sub Area II are also not subject to the Affordable Housing Requirements of the LDRs. To meet the purpose of the Affordable and Employee Housing requirements within Teton County, lots within Sub Area II continue to be subject to a 1% Real Estate Transfer Fee as described in Section 4.7 of the SRSC CC&Rs, that portion of which may not be amended without approval of the Board of County Commissioners.

No other housing standards and conditions apply to development within Sub Area II.

D.4. Infrastructure Requirements and Standards

1. Transportation Plan:

There is no specific transportation plan for Sub Area II. The transportation plan for the entire Resort, discussed in Division 3 of this Master Plan shall govern transportation plan requirements for Sub Area II.

2. Stormwater Management Plan

All stormwater shall be handled and accommodated in accordance with Section 5.7.4 of the Teton County LDRs.

2. the landscape surface area creates attractive garden-like pedestrian ways throughout the resort; and
3. the landscape surface area integrates the Planned Resort with the adjoining residential neighborhoods.

F. Environmental or Visual Analysis

An EA shall be performed that specifies any action necessary to mitigate impacts to wildlife, especially along the Gros Ventre River corridor, and wetlands. Notwithstanding the resort area being outside the SRO, a visual component shall be included in the EA or a Visual Resources Analysis prepared, which specifies necessary action to mitigate negative visual impacts of new development from Spring Gulch Road and surrounding residential developments. The visual component shall be prepared pursuant to the procedures and standards in Sec. 5.3.2.

G. Golf Course

The Golf Course shall remain intact as a recreational facility open to the public.

4.3.6. Snake River Canyon Ranch (1/4/21)

A. Area Description

The Snake River Canyon Ranch Planned Resort Zone consists of those lands designated PR-SR on the Official Zoning Map.

B. Master Plan

The Snake River Canyon Ranch Planned Resort Zone is governed by the Planned Unit Development—Planned Resort Master Plan titled, “Snake River Canyon Ranch Resort Master Plan.” Throughout this Section, the master plan shall be referred to as Snake River Canyon Ranch Resort Master Plan.

C. Character

The character objectives for the Snake River Canyon Ranch Resort are that it shall offer a unique hot springs recreation experience for the public while providing lodging in a rural atmosphere. Important characteristics of all areas of the Resort include:

1. identification of the Astoria Hot Springs and the surrounding park as the central recreational amenity available to the public;
2. lodging, with a residential character, located throughout the resort and not necessarily centered on the hot springs amenity;
3. presentation of a highway profile that is in scale with the mountain backdrop, has varied roof and horizontal planes that visually reduce the bulk and scale of the buildings, and a development pattern that favors minimizing building footprints to protect the natural resources of the site, thereby minimizing the overall visual impact of development;

4. highlight the natural features of site, retain the rural atmosphere, and protect habitat and environmentally sensitive areas; and
5. edges and boundaries that buffer natural resources.

D. Resort Character Subareas

To better achieve the overall character objectives for the Snake River Canyon Ranch Resort, three resort subareas, have been identified.

1. Area I—Astoria Hot Springs Park

- a. **Area Description.** Area I—Astoria Hot Springs Park consists of 5.2 acres, as identified on the Master Site Plan included in the Snake River Canyon Ranch Resort Master Plan.
- b. **Additional Character Objectives**
 - i. A hot springs recreation experience designed to take advantage of the natural environmental setting and highlight the natural resources of the site; and
 - ii. Ancillary park-oriented commercial uses reflective of desired rural community character of the Canyon Corridor Subarea, as identified in the Teton County Comprehensive Plan.
- c. **Size**
 - i. **Lodging.** There are no lodging facilities or uses in this Area of the Resort.
 - ii. **Buildings.** No more than 9,000 square feet of structure space shall be developed within Area I.

Change to 13.08 acres (5.2 + 7.88)

Change to 11,000 sf with the addition of the 2,000 sf of office space on Lot 23

2. Area II—Snake River Canyon Ranch Lodging Area

- a. **Area Description.** Area II—Snake River Canyon Ranch Lodging Area consists of six properties totaling 87 acres, as identified on the Master Site Plan included in the Snake River Canyon Ranch Resort Master Plan.
- b. **Additional Character Objectives**
 - i. Small-scale western character styled buildings in a rural setting; and
 - ii. Identification of the Snake River Sporting Club golf course and recreational facilities as additional amenities for resort residents and guests.
- c. **Size**
 - i. **Lodging.** A maximum of six detached single-family residences are allocated to Area II, all of which shall be available for short-term rental.

six is confirmed. no change needed here or going forward on total density in Area II

Acreage is will be 79.12 acres with the removal of lot 23

ii. **Buildings.** Each of the units in Area II shall be limited to a total of 10,000 square feet of floor area, 8,000 square feet of which may be habitable space.

d. **Transfer.** A maximum of six units allocated to Area II may be relocated within Area III.

3. Area III—Snake River Sporting Club Lodging Area

a. **Area Description.** Area III—Snake River Sporting Club Lodging Area consists of 20.04 acres, as identified on the Master Site Plan included in the Snake River Canyon Ranch Resort Master Plan.

b. Additional Character Objectives

- i. Clustered, small-scale, western-character styled buildings; and
- ii. Ancillary resort-supporting commercial lodging reflective of the desired rural community character of Subarea 8.3: Canyon Corridor identified in the Teton County Comprehensive Plan.

c. Size

- i. **Lodging.** A maximum of 64 attached or detached single-family units are permitted in Area III, all of which shall be available for short-term rental.
- ii. **Buildings.** No more than 228,500 square feet of floor area may be developed in Area III.

d. **Transfer.** A maximum of six units allocated to Area II may be relocated within Area III. The maximum number of units within Area III, including any units transferred from Area II, shall not exceed 70 total units.

E. Recreation and Preserved Area

The recreation and preserved area shall consist of at least 101.7-acres of land, zoned Park on the Official Zoning Map, located adjacent to but not within the Snake River Canyon Ranch Resort. An open space easement shall not be required to preserve these lands, but a minimum of 101.7 acres of open space shall be available as passive recreation area for the Astoria Hot Springs Park.

4.3.7. Grand Targhee (1/4/21)

A. Area Description

The Grand Targhee Planned Resort Zone consists of those lands designated PR-GT on the Official Zoning Map. The following areas, as depicted on the “Land Use Districts” map within the Grand Targhee Resort Master Plan, comprise the Grand Targhee Planned Resort Zone:

this doesn't change because lot 23 remains a Resort Zoned lot with no density

Hamilton Smith

From: Kristi M. Malone
Sent: Friday, March 10, 2023 9:37 AM
To: Hamilton Smith
Subject: Workforce Units

Hi Hamilton,

As we discussed, housing for employees that is not required by LDR Div. 6.3 or the applicable Master Plan is considered voluntary, but to be exempt from generating Affordable Workforce Housing requirements and to meet the use standards of the applicable zone/Master Plan, does need to be [deed restricted as a Workforce unit](#). Below, I have included the standard recommended conditions of approval that the Housing Department provides for a development that includes deed restricted units:

Recommended Conditions of Approval:

1. **Required components of livability.** Each restricted housing unit shall include, at a minimum, the components of Livability Standards required by Sec. 2-3 of the Housing Department Rules and Regulations.

Prior to issuance Building Permits for the restricted housing units,

- ☐ 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 for each type/layout of proposed housing unit.
- ☐ a letter from the Housing Department shall be issued to the applicant stating whether the unit(s) are compliant with Livability Standards or if there are required changes. This letter shall be included by the applicant in the Building Permit application.

2. **Deed Restriction.** To ensure continued compliance with the standards of the Teton County Land Development Regulations and Housing Department Rules & Regulations, the property on which the restricted housing units are to be located shall be subject to a deed restriction for Workforce housing in perpetuity, in a form established and approved by the Housing Department.

Prior to issuance of Certificate of Occupancy on the restricted housing units,

- ☐ 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 leasing agent or person managing residents shall attend a Compliance Conference with the Housing Department to learn how Workforce households are qualified for residency in restricted units.
- ☐ the Housing Department shall inspect the site to ensure units were built to approved terms of Livability Standards.

Kristi Malone

Housing Supply Specialist | Jackson/Teton County Affordable Housing Department
(o) 307-732-0867

www.jhaffordablehousing.org

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PUBLIC
LAND™**

PO Box 917.
Jackson, WY
83001
t: 307.739.3941
tpl.org

3/7/2023:

Dear Hamilton:

I am writing to express the Trust For Public Land's concerns with the Snake River Sporting Club's request to amend the SRSC PUD and bring additional development into Sub Area 1. A decade ago, the Trust For Public Land, in partnership with the Snake River Sporting Club, asked the County and community to help bring back Astoria Hot Springs Park by relocating the existing density away from the Snake River and Park property. That complicated request was approved, and all Parties were clear that we were not asking for any more density than what was currently approved. It was a smart growth proposal to get the development off the Snake River and back down into the Snake River Sporting Club.

The Trust For Public Land, with the support of the community, has spent 10 years and millions of dollars to protect this 100 acres along the wild and scenic Snake River and bring back Astoria Hot Springs Park. Our designs, based on feedback from the community and elected officials, minimized any future development to ensure we do not impact sensitive land, the wild and scenic river, or the viewshed for recreationalists enjoying the river.

The current PUD amendment request goes against all the previous efforts to remove density from the river corridor. It is an increase in overall density to the development, both in the number of approved lots and overall square footage within the Snake River Sporting Club development. The request more than doubles the amount of land in the commercially zoned sub area 1 along the Snake River and raises the development height within that sub area that would allow a two-story building along the banks of the Snake River.

Lot 23 has existing entitlements that have value to the owner. We honor the existing entitlements and private property rights. However, this request is asking for an up-zoning and additional density. It flies in the face of the previous approvals and the intent of the smart growth relocation of entitlements undertaken by The Trust For Public Land in partnership with the Snake River Sporting Club. It has negative impacts to the park, the Snake River corridor, and the community.

The Trust For Public Land does not support this PUD amendment request. We ask that the Planning Commission and County Commissioners adhere to the limits and types of development that were the foundation of the relocation of those existing rights, and that enabled us to bring back Astoria Hot Springs Park. Please protect the asset for which The Trust For Public Land and so many in our community fought so hard.

Sincerely,



Christopher L Deming

The Trust For Public Land

Northern Rockies Land Protection Director



ASTORIA

March 8, 2023

Dear Hamilton,

On behalf of Astoria Park Conservancy's board of directors, I write today to share concerns about Snake River Sporting Club's (SRSC) request to amend the SRSC PUD and bring additional development into sub area 1. Astoria Park Conservancy was born out of a partnership with The Trust For Public Land (TPL) with the intent to steward Astoria Park. The Trust For Public Land and Astoria Park Conservancy raised millions of dollars from thousands of citizens based on these agreements and the County's approvals. As a non-profit, we serve over 40,000 visitors annually.

At the core of the original approvals was the relocation of existing density away from the future park, with a clear intent to minimize any future development on the sensitive portions of the landscape. There was a clear understanding that the parties would refrain from requesting additional density beyond what these approvals allowed. The current entitlements on Lot 23, including the resort-zoned single family residential home, are part of sub area two: Legacy Lots and were considered during these approvals and zoning discussions. All parties agreed that expanding on this development impact on this lot was not in the community's best interest.

The current request is an increase in density, goes against all of the agreed-upon smart-growth principles, creates operational challenges for Astoria and has no public benefit. This application asks to more than double the area of commercially zoned acreage in sub area one, which was created with the specific intent of providing limited commercial zoning to directly support the public benefit associated with Astoria Park. The application also asks to increase the number of lots within the development and add density and a second-story height limit on the Wild and Scenic River. It would have significant impacts to the park, wildlife corridors, and the river viewshed.

Employee housing is always needed. Astoria Park Conservancy is currently accommodating some of SRSC's housing needs, with over 20 SRSC employees living in a building that sits on our land. APC provided a land lease to SRSC to build that employee housing structure away from the river and park to enable the 2016 agreements, which we are happy to accommodate as a smart growth scenario that supports workforce housing in our community. Earlier this year, County Commissioners approved Astoria Park Conservancy's request to construct 4 additional units to house employees. These units were agreed upon by all parties and approved by the County in 2016; they were intentionally conceptualized to limit visual and ecological impacts, provide benefit to the community, and support the PRD needs associated with the rezoning request.

The applicant presented to APC's board in December 2022 but did not present this application in its current version. The recent amended application was not shared in advance with our board. There are no formal agreements in place related to public easements or APC's use of this proposed commercial density. As Lot 23's direct neighbor and only other property owner within sub area 1, APC asks the Planning Commission and County Commission to uphold the existing agreements supported by the community that were foundational in formation of Astoria Park.

Sincerely,

Paige Byron
Executive Director

STAFF REPORT



Meeting Date:	March 20, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	SUBJECT: ITEM P23-030: Preapplication request to review a proposed well house for Well 9 at 3001 Rangeview Drive	Public Comment:	Yes

Purpose & Policy Considerations.

To review a Town project that involves the installation of a new well (Well 9) and wellhouse in Rangeview Park to increase supply in the zone serving the western part of Town.

Requested Action.

The applicant, the Town Public Works Department, is requesting a preapplication meeting with the Town Council in order to receive feedback on the proposed construction of a new approximately 1000 square feet well house appurtenant to Well 9. The well house would be located in the northwestern portion of Rangeview Park addressed at 3001 Rangeview Drive.

Staff is requesting to continue this item to the regularly scheduled Town Council meeting on April 17, 2023.

Suggested Motion.

I move to continue item P23-030 to the regularly scheduled Town Council meeting on April 17, 2023.

STAFF REPORT



Meeting Date:	March 20, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	Item P22-269 - First Ordinance Reading for Ordinance J	Public Comment:	Yes

Purpose & Policy Considerations.

To approve at First Reading Ordinance J to update the Town of Jackson's Land Development Regulations (LDRs), specifically to the Neighborhood High Density-1 (NH-1) zoning district.

Requested Action.

Request to approve Ordinance J which would provide an exemption to the minimum density requirement in the NH-1 zone to only require 2 units to be built on lots 7,500 sf – 10,000 sf without any alley. Ordinance J would modify the following section of the LDRs:

1. Section 2.2.9.E.1.c - Additional Zone-specific Standards

Recommendation.

The Planning Director recommends approval of the proposed Ordinance J as presented in this staff report.

Background

At the February 27, 2023, Town Council regular meeting the Council voted unanimously to approve the proposed amendment and directed staff to prepare an Ordinance to amend the LDRs as presented.

Please see the attached ordinance that provides the proposed changes to the LDRs to be approved.

Factors for Consideration

Below are the factors that the Council considered at a regular meeting on February 27, 2023.

Zoning Text Amendment (P22-269):

Pursuant to Section 8.7.2 of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

- 1. Is consistent with the purposes and organization of the LDRs;***

Complies. One of the primary purposes of the LDRs is to implement the goals expressed in the Illustrating our Vision section of the Comprehensive Plan by achieving the desired future character identified for each character district and subarea. The properties throughout Town that were rezoned to NH-1 in 2018 were classified as "Transitional" subareas that anticipated redevelopment, reinvestment, and growth. Staff finds that the proposed text amendment will not negatively impact these goals as it will still allow owners to build 3 units if they can meet all LDR standards.

- 2. Improves the consistency of the LDRs with other provisions of the LDRs;***

Complies. The proposed text amendment improves the consistency with other provisions of the LDRs by providing flexibility to certain lots that are not considered “typical” (i.e., 50’x150’ with an alley). The LDRs already allow flexibility on many fronts, such as adjustments to parking, setbacks, building height, etc., and the proposed text amendment is consistent with the current tools available to provide flexibility.

3. *Provides flexibility for landowners within standards that clearly define desired character;*

Complies. Staff finds that the proposed text amendment provides flexibility for owners to develop incrementally within the current dimensional standards of the NH-1 zone while not forcing an infeasible minimum density on non-typical lots that lack alley access. This flexibility does not significantly impact the character of the zone because the standard at hand is related to the minimum density and not the maximum density. Thus, each property can still choose to build 3 units if it can comply with all of the applicable standards in the NH-1 zone.

4. *Is necessary to address changing conditions, public necessity, and/or state or federal legislation;*

Complies. Staff finds that the proposed text amendment is necessary because the minimum density requirement is not serving its intended purpose of encouraging. Essentially the minimum density requirement was intended to meet larger community goals of building housing for the workforce. Yet when the zoning changed, not all lots were in a position to easily achieve these goals, and those lots were those without alley access which makes it challenging to meet parking, access, and setback requirements. As evidence of this fact, no individual NH-1 lot has redeveloped under the minimum density requirements in the 4.5 years since the zone was adopted and staff has had few, if any, conversations with landowners expressing an interest in doing so.

5. *Improves implementation of the Comprehensive Plan; and*

Not applicable per WY state statute.

6. *Is consistent with other adopted Town Ordinances.*

Complies. The proposed amendment does not conflict with any other Town Ordinances.

Attachments.

Ordinance J

Suggested Motions.

I move to approve Ordinance J on first reading.

ORDINANCE J

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1217; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND SECTION 2.2.9.E OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING MINIMUM DENSITY REQUIREMENTS IN THE NEIGHBORHOOD HIGH DENSITY-1 ZONING DISTRICT.

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

SECTION I.

Section 1 of Town of Jackson Ordinance No. 1217; Section 2 of Town of Jackson Ordinance No. 1074 (part); and Section 2.2.9.E of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

(See next page)

2. Residential Subdivision Requirements	
Schools and Parks Exaction (Div. 7.5.)	
Schools exaction	.020 acres per 1- or 2-unit dwelling .015 acres per multi-unit dwelling
Parks exaction	9 acres per 1,000 resident
3. Infrastructure	
Transportation Facilities (Div. 7.6.)	
Access	required
Right-of-way for Minor Local Road (min)	60'
Paved travel way for Minor Local Road (min)	20'
Required Utilities (Div. 7.7.)	
Water	public
Sewer	public

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

E. Additional Zone-specific Standards

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

1. **Minimum Density.** The minimum density for lots in the NH-1 is 17.425 units per acre. NOTE: this requirement is rounded down to the next whole number (e.g., 1.8 units = 1 unit). The following density ranges are provided for general guidance:
 - a. Lots approximately 5,000 sf or less: One Detached Dwelling[±].
 - b. Lots approximately 5,001 - 7,499 sf: Two units (either detached or attached)[±].
 - c. Lots 7,500 or larger: Three or more units (either detached or attached), except that lots without alley access and are no larger than 10,000 sf shall have a minimum density of two units (either detached or attached).

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION VI.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 1ST READING THE _____ DAY OF _____, 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 _____, 2023.

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: March 20, 2023

RE: Town Manager's Report

University of Wyoming Adapting to Climate Change in Wyoming Grant Opportunity

The Community Development Department will be applying for a grant, with the support of Sustainable Strategies, for up to \$30,000 from the University of Wyoming for climate change planning or implementation. This opportunity is aimed at rural communities in Wyoming and focuses on bringing community partners together to understand projected impacts of climate change, assess vulnerability, and action plans. If received, this funding would support public engagement efforts for the Town Sustainability Plan creation and implementation, prioritizing equitable climate action and climate resiliency. This opportunity is similar to the Partners for Places grant we began to pursue but were not able to meet this year's deadline. Our project is already well-defined, and this opportunity will help us to meet the identified need through a different funding source.

Teton Climate Action Partnership Funding

For FY23, \$75,000 was included in the Community Development budget for Teton Climate Action Partnership (TCAP) projects, with a goal of providing match funding for projects administered by other organizations that promote ecosystem stewardship and climate action. To date, only \$2,500 of this funding has been used. Staff recommends funding the following projects proposed by TCAP partners.

1. **\$5,000 for sponsorship of the Eco-fair.** This annual event draws hundreds of locals who learn about innovative solutions to environmental problems. With a \$5,000 Evergreen Sponsorship level, the Town of Jackson would match Teton County, the Jackson Hole Airport, and the Travel and Tourism Board. Sponsorship allows the continuation and improvement of this beloved event that jump starts activism at the beginning of spring. Evergreen sponsors receive significant recognition and marketing, as well as the ability to address the crowd for 5 minutes on event day.
2. **\$10,000 to support site analysis and technical system design for community solar projects.** Energy Conservation Works (ECW) is in the process of releasing an RFQ for this work, which is above and beyond their areas of expertise. Community solar is an important strategy to help our community reach our Net Zero by 2030 goal by generating equitable renewable energy in our community. However, we need to evaluate sites and

systems to select the most appropriate ones for our community. ECW is seeking similar contributions from the Teton Conservation District and Teton County to fund this project.

3. **\$10,000 to support a mobile electric vehicle charging station lending program, to be administered by Yellowstone-Teton Clean Cities (YTCC).** Surface transportation accounts for more than 60% of the Town and County's greenhouse gas emissions; on Lower Valley Energy's grid mix, a single electric vehicle reduces GHG emissions by 97% compared to a traditional internal combustion engine vehicle. However, one of the largest barriers to electric vehicle adoption is range anxiety. Providing an option for EV users to rent or borrow a mobile charging station to bring with them on longer trips can greatly reduce range anxiety, and thus a consumer's confidence in purchasing and driving an electric vehicle in Jackson/Teton County and the surrounding area. Yellowstone-Teton Clean Cities is requesting funding to purchase two mobile charging units that can be rented or borrowed. The total cost of 2 charging ports and 4 charging units is \$40,000.00. YTCC has additional funding sources supporting this project and seeks \$10,000 from the Town of Jackson to bring it to fruition.
4. **\$20,000 to support E-bike use, rentals, and ownership, to be administered by Yellowstone-Teton Clean Cities (YTCC).** With construction on the Snake River Bridge starting this spring and construction continuing on the Moose-Wilson Road through Grand Teton National Park, there will be a significant increase in congestion on Highway 22 and in Town this summer. Increasing the active transit mode share can help alleviate this congestion while decreasing greenhouse gas emissions from the transportation sector. E-bikes provide an active mobility option for people who need pedal assist, who need to transport children or carry heavy loads, or whose commutes are too long to do on traditional bicycles. STARTbike has provided a bike share program for the past five years. However, START did not include e-bikes in their fleet, and data shows most of the users have been visitors to the area taking relatively short trips. While it is important to address the transportation needs of tourists, an E-bike program will better serve the needs of locals making daily commutes, transporting kids, and running errands. This program will build off of the [Wheel House](#) commuter bike hub at the Stilson Lot, which was piloted last summer thru support from Pathways and the Teton Village Association. Funding will go towards advertising the program, capital expenses, providing affordable rental rates for residents to try E-bikes for a day, a week, a month, or the summer, and supporting an affordable rent-to-own option.
5. **\$2,500 to support the Jackson Hole Power Challenge.** Energy Conservation Works administers the [Jackson Hole Power Challenge](#), an online portal that provides individuals with the tools, information, and resources to take action and collectively work to create a better climate future. Launched last summer, the Power Challenge is off to a great start. Funding from the Town of Jackson will support maintenance of the platform, upgrades and improvements, and outreach to engage more community members in the program and its actions. The program impact is quantifiable, with a goal of 365 participating households and 100 tons of CO2 reduced.

With acceptance of the Town Manager's report, Council will be approving the use of budgeted funds to support the above Climate Action projects. If all of these projects are funded, \$25,000 of the original \$75,000 in the budget will remain.

Support for Cultural Program from Tlaxcala

The Center for the Arts is bringing artists from Tlaxcala to present a cultural celebration of Tlaxcala in November of 2023 and has asked the Town for \$7,500 in funding to support one-third of this cultural exchange. This series of events will showcase folk dance performances, traditional music groups, and visual art. Events will take place at Center for the Arts and at local schools and will be presented in partnership with Centro Cultural Hueyotlipan, Mexico. The programming will include a free cultural celebration on the Center Stage, dance and music performances, workshops, and an art exhibit by the Cultural Center's Director, visual artist Pedro Avelino. All programs will be free and open to the public, promoted in English and Spanish, and will highlight the Town of Jackson's support of this cultural exchange. With acceptance of the Town Manager's report, Council will be approving the use of budgeted funds to support the Town's Sister City relationships.