

Jackson Town Council Regular Meeting

April 17, 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/87075740877?pwd=YjFMdUpra0RxbUc5dGdzNldmWlQwdz09>

If the link does not work, join at zoom.com with Webinar ID **870 7574 0877** Password: **83001**

or join by phone **+1 669 444 9171** with Webinar ID **870 7574 0877** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. Spring Clean Up

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 20, 2023 Special Town Council Workshop
 - 2. March 20, 2023 Regular Town Council Workshop
 - 3. March 20, 2023 Special Joint Information Meeting
 - 4. March 20, 2023 Regular Town Council Meeting
 - 5. April 10, 2023 Special Town Council Meeting
- B. Disbursements
- C. March Municipal Court Report
- D. P23-036: Prom Dress Rugby Temporary Sign Permit (Paul Anthony)
- E. P23-039: Teton Powwow Temporary Sign Permit (Paul Anthony)
- F. P23-054: Jackson Hole Juggernauts Roller Derby Temporary Sign Permit (Paul Anthony)
- G. P23-066: Jackson Workforce Center Temporary Sign Permit (Paul Anthony)
- H. E22-007: Jackson Apartments Development Agreement for Utilities - 335 S Millward St (Brian

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.

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- I. Energy Audit for Town Facilities Request for Proposals (Tanya Anderson)
- J. Discontinuance of START Bike Program and Disposal of START Bikes (Bruce Abel)
- K. JH Juggernauts Malt Beverage Permit (Lynsey Lenamond)
- L. Special Restriction for Workforce Rental Housing Located at 185 N. Glenwood Unit 18 (The Glenwood) (April Norton)
- M. Special Restriction for Affordable Rental Housing Located at 175 S. Glenwood (The Arts District) (April Norton)
- N. JH Airport Board FY2022/2023 Budget Amendment (Riley Taylor)

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

- A. Administration
 - 1. Center for the Arts Comprehensive Lease Review Scoping Staff Report (Roxanne Robinson)
- B. Community Development
 - 1. Mountain Towns 2023 Scoping Staff Report (Tanya Anderson)
 - 2. Regional Transportation Task Force Appointment (Charlotte Frei)
- C. Legal
 - 1. Opioid Lawsuit Settlement Agreement (Lea Colasuonno)
 - 2. Class Action Lawsuit PFAS (Tyler Sinclair)
- D. Planning
 - 1. P22-253 Development Plan at 245 and 265 N. Millward St. (Katelyn Page)
 - 2. P23-030 Well 9 Wellhouse at 3001 Rangeview Drive (Tyler Valentine) - *This item will be continued to 5/15.*
 - 3. P21-333 Short-term Rental LDR Update (Tyler Sinclair)
 - 4. P23-026 LDR Annual Update and Cleanup (Paul Anthony) - *This item will be continued to 5/15.*

VI. RESOLUTIONS

- A. Resolution 23-04: JH Airport Grant to Rehabilitate and Expand Terminal Building (Riley Taylor)

VII. ORDINANCES

- A. Ordinance K: An Ordinance Establishing Encroachment Permits for Parklets (first reading, Susan Scarlata and Aaron Carrillo)
- B. Ordinance J: Neighborhood High Density - 1 (NH-1) Zoning Amendment (second reading, Tyler Valentine)
- C. Ordinance G: Municipal Code Recodification (third and final reading, to be designated Ordinance 1342)

VIII. MATTERS FROM MAYOR AND COUNCIL

IX. MATTERS FROM THE TOWN MANAGER

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.

A. Town Manager's Report

X. ADJOURN

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

2023 SPRING CLEAN UP and BURN WEEK

WHEREAS, we are all caretakers of our community and continually strive to make Jackson Hole a great place to live, work and play; and

WHEREAS, this valley is rich with opportunities for improving our scenic beauty and at the same time attending to our sustainability and;

WHEREAS, we are fortunate to be able to take advantage of sustainability programs including food scrap and composting programs, green energy alternatives, and waste reduction and recycling initiatives; and

WHEREAS, we can all work together to preserve the earth's beauty and resources; and

WHEREAS, on May 13th community volunteers help to clean up the town; and,

WHEREAS, Teton County Integrated Solid Waste and Recycling also participates in Spring Clean Up by encouraging town residents to compost their yard waste and by providing citizens free compostable yard waste bags to do so; and,

WHEREAS, compostable bags will be available at Town Hall, ISWR, and Public Works starting April 21st; and

WHEREAS, the Jackson Hole Community Spring Clean-Up has been an annual tradition since 1969; and,

WHEREAS, in 2022, 36 tons of material were collected at the Trash Transfer Station and Rodeo Grounds.

WHEREAS, it is customary in the spring of each year to declare a burn week for citizens of the Town of Jackson to act responsibly, and at all times control their burns including only dry grass, leaves, twigs, small branches, and clean wood.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson do hereby proclaim **Community Spring Clean-Up Week** to be **Monday, May 8th through Saturday, May 13th**; and

FURTHER, I declare **Spring Clean Up Volunteer Day** as **May 13th** and encourage all citizens to participate in this important rite of spring here in Jackson Hole, which is sponsored by the Rotary Club who graciously organizes volunteers to clean up our community, and;

FURTHER, I declare that Town of Jackson Public Works will provide free yard waste drop off at the Teton County Fairgrounds on **Friday, May 12th** to remove residential yard waste between 9am and 6pm. Residents wishing to participate are urged to follow composting guidelines by only using the paper yard waste bags or reusable cans or bins, as plastic bags will not be accepted.

FURTHER, I declare **Spring Burn Week** to be **Saturday, May 6th through Sunday, May 14th** and remind any residents wishing to participate in burn week, that before you strike that match, to call the Jackson Hole Law Enforcement Agency at 733-2331 first.

DATED THIS 17TH DAY of APRIL 2023.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

MARCH 20, 2023

JACKSON, WYOMING

The Jackson Town Council met in special workshop in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 10:00 A.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Rooks, and Jessica Sell Chambers. *Via Zoom*: Jonathan Schechter. Jessica Sell Chambers arrived at 10:04am.

STAFF: Tyler Sinclair, Lea Colasuonno, Kelly Thompson, and Riley Taylor.

Setting FY24 Draft Revenue Projections for Sales and Lodging Tax. Tyler Sinclair and Kelly Thompson made staff comment. There was no public comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve 3% sales and 3% lodging tax projection for development of the draft FY24 Budget. Mayor Morton Levinson called for the vote. The vote showed 4-1 with Mayor Morton Levinson, Jessica Sell Chambers, Jim Rooks, and Arne Jorgensen in favor and Jonathan Schechter opposed. The motion carried.

A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to maintain the current General Fund reserve policy. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Joint Department Funding/Governance Proposal. Tyler Sinclair and Kelly Thompson made staff comment. There was no public comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to direct staff to further develop the option below for consideration at a future meeting:

Option 2: Establish a new Joint Funding Formula based upon Total Revenue Collected by the Town and County.

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

Executive Session. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to adjourn to executive session to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii). Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 12:08 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: March 29, 2023

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

MARCH 20, 2023

JACKSON, WYOMING

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

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

STAFF: Tyler Sinclair, Lea Colasuonno, Paul Anthony, Carl Pelletier, Brian Schilling, Susan Scarlata, Michelle Weber, Floren Poliseo, Kelly Thompson, Charlotte Frei, and Riley Taylor.

Mayor Morton Levinson introduced Marinda Elkins, Transit Supervisor/Dispatcher.

Willow Street Safe Routes/Bollard Discussion. Brian Schilling made staff comment. Council held discussion with staff. Jim Wallace, Audra Dean, Rick Howe, Ted Kyle, Amy Ringholz, Ashley Quinn, Sam Petri, Katie Bernasik, Katherine Dowson, Earl Mondel, Frank Page, Chaney Hankins, Linore Wallace made public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve the Willow Street and Snow King Avenue Safe Routes Project for 2023 in the same layout as 2022. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jim Rooks and seconded by Arne Jorgensen to direct staff to prepare a staff report to consider the following additional traffic and street changes:

- 1) 4-way stop at the intersection of Snow King Avenue and Willow Street

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

Parklet and Flex Plan for Summer 2023. Aaron Carrillo and Susan Scarlata made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Arne Jorgensen to direct staff to implement a Parklet program for the summer of 2023 with a flat rate fee structure and, at minimum, the operational requirements as presented in this staff report and direct staff to bring back an ordinance for Council review at a future Council meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Waste Water Treatment Plant Capital and Operational Improvements. Floren Poliseo made staff comment. Council held discussion with staff. There was no public comment. No motion was made.

Teton County Water Quality Master Plan Update. No discussion.

Matters from Mayor and Council. No discussion.

Council Priorities and Agendas. No discussion.

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 4:22 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: March 29, 2023

JOINT INFORMATION PROCEEDINGS
TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING – UNAPPROVED

MARCH 20, 2023

JACKSON, WYOMING

The Jackson Town Council and the Teton County Board of County Commissioners met in a special joint information meeting (JIM) in the Town Council Chambers located at 150 East Pearl Avenue in Jackson. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present at 4:30 p.m.:

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

COUNTY COMMISSIONERS: Chairman Luther Propst, Natalia Macker, Mark Newcomb, Wes Gardner, Greg Epstein, and Mark Newcomb.

STAFF: Tyler Sinclair, Lea Colasuonno, April Norton, Alyssa Watkins, and Riley Taylor.

Executive Session – Town and County. On behalf of the Town, a motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to recess to executive session to consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price in accordance with Wyoming Statute 16-4-405(a)(vii). Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried for the Town.

On behalf of the County, a motion was made by Natalia Macker and seconded by Greg Epstein to recess to executive session to consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price in accordance with Wyoming Statute 16-4-405(a)(vii). Chairman Propst called for the vote. The vote showed all in favor. The motion carried for the County.

Adjourn. On behalf of the Town, 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.

On behalf of the County, a motion was made by Greg Epstein and seconded by Wes Gardner to adjourn. Chairman Propst called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 5:16 p.m.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

TETON COUNTY

Luther Propst, Chairman

ATEST:

Maureen Murphy, County Clerk

Publish JH News & Guide: March 29, 2023

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

MARCH 20, 2023

JACKSON, WYOMING

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

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

STAFF: Tyler Sinclair, Lea Colasuonno, Paul Anthony, Tyler Valentine, Katelyn Page, Michelle Weber, Floren Poliseo, Johnny Ziem, Brian Lenz, Carl Pelletier, Kelly Thompson, and Riley Taylor.

Mayor Morton Levinson proclaimed the week of April 2-8, 2023 as Week of the Child.

Public Comment. Steve Adamson and Michael Stern made public comment.

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

- A. **Meeting Minutes.** To approve the meeting minutes from the March 6, 2023 Special Town Council Meeting and March 6, 2023 Regular Town Council Meeting.
- B. **Disbursements.** To approve disbursements as presented. 842-NCPERS GROUP WYOMING \$96.00; ACE HARDWARE \$141.47; AFLAC \$2,399.87; ALDER ENVIRONMENTAL LLC \$375.00; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$4,611.99; ALPHAGRAPHICS \$334.97; ALTA PLANNING & DESIGN \$3,036.00; AMAZON \$1,209.47; BESTDRIVE IDAHO FALLS \$5,272.40; BIG R RANCH & HOME \$119.99; BISON LUMBER \$278.49; BLUE SPRUCE CLEANERS, INC. \$127.58; BREAKFAST ROTARY OF JH \$175.00; BURKHOLDER, SHAWN \$1,850.00; CARQUEST AUTO PARTS INC. \$130.79; CAST \$630.00; CENTURYLINK \$164.16; CERTIFIED LABORATORIES \$1,556.75; CONRAD & BISCHOFF INC. \$1,365.00; CONTROL SYSTEM TECHNOLOGY, INC. \$1,891.50; CORE & MAIN LP \$15,401.73; DELCON INC \$250.00; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$150.00; E.R. OFFICE EXPRESS \$148.49; ENERGY LABORATORIES INC. \$616.00; ETNA TRADE PARK LLC \$4,062.00; FIRE SERVICES OF IDAHO \$387.50; FIRST TRANSIT \$43,050.85; FLEETPRIDE \$33.00; FODOR LAW OFFICE \$1,107.50; FREEDOM MAILING SERVICE INC. \$1,827.61; GYM OUTFITTERS INC \$6,000.00; HIGH COUNTRY LINEN \$591.44; IDAHO STATE TAX COMMISSION \$5,013.00; IMMIGRANT HOPE \$1,406.25; IVY OUTDOOR SERVICES LLC \$4,254.00; JACKSON CURBSIDE INC. \$1,090.00; JACKSON HOLE NEWS & GUIDE \$2,068.20; JORGENSEN ASSOCIATES, PC \$58,836.26; JORGENSEN, ARNE OLAUS -\$499.00; KENWORTH SALES COMPANY DEPT #1 \$241.02; LANGLEY, ANNETTE \$217.88; LOWER VALLEY ENERGY INC \$52,391.89; MARKMAN, JASON \$1,900.00; MOBILITY FOREFRONT LLC \$35,000.00; NAPA AUTO PARTS INC. \$2,325.51; NELSON ENGINEERING \$56,788.25; NORMAND, JACOB \$88.00; OFFICE OF STATE LANDS & INVESTMENTS \$25,501.44; ON SIGHT LAND SURVEYORS INC. \$900.00; OPEN CREATIVE \$917.14; PEAK WATER SERVICES, LLC \$4,271.25; PELLETIER, CARL \$40.00; PETERS, DESTIN \$4,000.00; PROTERRA \$1,782.89; R & A SAFETY LLC \$502.50; SAARI, CHRISTOPHER \$155.00; SAFE FLEET ACQUISITION CORP \$250.00; SAUNDERS RANCH COMPANY \$600.00; SCHWARTZ, ANDY \$13,000.00; SILVERSTAR \$3,565.83; SIMON ASSOCIATES LLC \$1,123.75; SMITH, CHRISTIAN \$99.99; SOLV BUSINESS SOLUTIONS-SAFEGUARD \$459.00; SPRING CREEK ANIMAL HOSPITAL \$2,049.56; ST JOHN'S HOSPITAL \$455.00; STANARD & ASSOCIATES, INC \$24.50; STANDARD PLUMBING SUPPLY CO. \$123.75; STONE, KIRK \$2,800.00; STOUT, RICHARD D. \$300.00; SWAGIT PRODUCTIONS, LLC \$1,775.00; TAYLOR GEO- ENGINEERING, LLC \$930.00; TETON COUNTY \$2,964.50; TETON COUNTY CLERK \$264,782.33; TETON COUNTY PUBLIC HEALTH \$200.00; TETON COUNTY SHERIFF'S-JAIL \$576.00; TETON COUNTY SPECIAL FIRE FUND \$48,244.82; TETON COUNTY-FUND 10 \$62,401.26; TETON COUNTY-FUND 19 \$86.94; TETON ROPE ACCESS AND SERVICES, LLC \$1,706.25; TETON TRASH REMOVAL, INC. \$49.00; TEXTMYGOV \$6,000.00; THE CONNOR E FIELD TRUST \$2,575.00; THOMSON WEST \$920.94; USA BLUE BOOK \$2,991.58; VALLEY OFFICE SYSTEMS \$48.72; VERIZON WIRELESS \$120.39; VICTOR VILLAGE, LLC \$1,500.00; VISA \$30,460.90; WESTBANK SANITATION \$2,199.43; WILMA D SORSBY TRUST \$3,000.00; WILSON, JOHN \$2,200.00; WY WORKERS' SAFETY & COMP \$19,584.00; WYDOT \$4.00; WYO CONFERENCE OF MUNI COURTS \$300.00; WYOMING LAW ENFORCEMENT ACADEMY \$180.00; WYOMING RETIREMENT SYSTEM \$151,248.61; WYOMING.COM INC \$10.00; YELLOW IRON EXCAVATION, LLC \$290.00
- C. **February Municipal Court Report.** To accept the February Municipal Court Report into record.
- D. **Special Event: Million Dollar Music Festival.** 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.

- E. **Salt Lake Express Bus Parking Agreement.** 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.
- F. **Teton County School District Sewer Agreement.** 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.

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

Sister City Relationship – Lienz, Austria. Carl Pelletier made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Mayor Morton Levinson 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. Mayor Morton Levinson called for the vote. The vote showed 3-2 with Mayor Morton Levinson, Jonathan Schechter, and Arne Jorgensen in favor, and Jim Rooks and Jessica Sell Chambers opposed. The motion carried.

Special Restriction for Workforce Rental Housing at Teton Gables Apartments at 255 S. Hwy 89. Kristi Malone made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Arne Jorgensen 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. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

P22-298 Request for Subdivision Plat for 105 Mercill Ave. Katelyn Page made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers 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 listed below, the departmental reviews, and subject to the staff report dated March 20, 2023:

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.

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

P22-299 Mercill Partners Fee Reduction Request for Subdivision Plat at 105 Mercill Ave. Katelyn Page made staff comment. Council held discussion with staff. A motion was made by Mayor Morton Levinson and seconded by Jessica Sell Chambers 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. Mayor Morton Levinson called for the vote. The vote showed 2-3 with Mayor Morton Levinson and Arne Jorgensen in favor, and Jim Rooks, Jonathan Schechter, and Jessica Sell Chambers opposed. The motion failed.

P23-015 Request to Amend Snake River Canyon Ranch Resort Master Plan on 12455 S. River Bend Road. Paul Anthony made staff comment. Council held discussion with staff. Hamilton Smith made applicant comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers 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. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 7:10pm and reconvened at 7:17pm.

P22-253 Development Plan for 245 and 265 N. Millward St. – Continued. Paul Anthony, Katelyn Page, and Brian Lenz made staff comment. Adam Janak, Hans Flinch, Patrick Woodward, and Josh Kilpatrick made applicant comment. Rose Robertson, Kimberly Kernan, Matt Gaffney, Stuart Suna, John Bickner, Diana Welch, Matt Bambach, and Eugenie Copp made public comment. Council asked questions of staff. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to continue P22-253 to the regularly scheduled Town Council meeting on April 17, 2023. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

P23-030 Well 9 Wellhouse Design Cottonwood Park Pre Application Conference. Paul Anthony made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Arne Jorgensen to continue item P23-030 to the regularly scheduled Town Council meeting on April 17, 2023. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

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

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

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:

Tyler Valentine made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve Ordinance J on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Council discussed upcoming agendas and proposed amendments to the Land Development Regulations.

Town Manager’s Report. Tyler Sinclair and Tanya Anderson made staff comment. Council held discussion with staff. The report contained updates on a University of Wyoming grant opportunity, Teton Climate Action Partnership (TCAP) projects, and a Tlaxcala cultural program at Center for the Arts. 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 Jim Rooks and seconded by Arne Jorgensen to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 9:10 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS – **UNAPPROVED**

APRIL 10, 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 1:15 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

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

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, and Riley Taylor.

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

A. **Disbursements.** To approve disbursements as presented.

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

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 1:17 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: April 19, 2023

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
51	ACE HARDWARE	814528	EXT CORD	02/02/2023	89.98	.00	
51	ACE HARDWARE	819587	ICE MELT	03/29/2023	11.99	.00	
51	ACE HARDWARE	819606	SHOP TOWELS	03/29/2023	30.47	.00	
51	ACE HARDWARE	819720	PARTS	03/30/2023	11.32	.00	
51	ACE HARDWARE	819842	HOSE	03/31/2023	8.98	.00	
51	ACE HARDWARE	819851	CREDIT	03/31/2023	19.99-	.00	
51	ACE HARDWARE	819866	WALL BEND	03/31/2023	10.98	.00	
51	ACE HARDWARE	819871	CEMENT	03/31/2023	25.47	.00	
51	ACE HARDWARE	819874	SINK TAIL PIECE	03/31/2023	19.27	.00	
51	ACE HARDWARE	819879	VALVE	03/31/2023	29.98	.00	
51	ACE HARDWARE	819880	CREDIT	03/31/2023	4.49-	.00	
51	ACE HARDWARE	820023	GOOGLES	04/03/2023	30.96	.00	
51	ACE HARDWARE	820031	RESPIRATOR	04/03/2023	72.98	.00	
51	ACE HARDWARE	820045	TARP	04/03/2023	29.98	.00	
51	ACE HARDWARE	820111	CLAMP	04/04/2023	16.47	.00	
51	ACE HARDWARE	820146	KNIFE, DROPCLOTH	04/04/2023	56.43	.00	
51	ACE HARDWARE	820158	TRASH BAGS	04/04/2023	13.99	.00	
51	ACE HARDWARE	820190	SUPPLIES	04/05/2023	29.96	.00	
51	ACE HARDWARE	820283	DURABOND	04/06/2023	26.97	.00	
51	ACE HARDWARE	820312	SCREWS	04/06/2023	16.97	.00	
51	ACE HARDWARE	820321	SHIMS	04/06/2023	8.99	.00	
51	ACE HARDWARE	820454	SCREWS	04/07/2023	7.99	.00	
51	ACE HARDWARE	820478	ELEMENT	04/08/2023	17.99	.00	
51	ACE HARDWARE	820486	ELEMENT	04/08/2023	17.99	.00	
51	ACE HARDWARE	820498	CREDIT	04/08/2023	35.98-	.00	
51	ACE HARDWARE	820501	DOOR VIEWER	04/08/2023	19.98	.00	
51	ACE HARDWARE	82249	ANCOR	04/05/2023	8.99	.00	
Total 51:					554.62	.00	
5726	AMAZON	114-0261545-1	BATTERIES	04/06/2023	38.03	.00	
5726	AMAZON	114-6116655-8	BATTERIES	04/06/2023	39.75	.00	
5726	AMAZON	114-8999343-8	LIFT SUPPORTS	03/30/2023	99.90	.00	
5726	AMAZON	1296939669	WEB SERVICES	04/02/2023	78.99	.00	
Total 5726:					256.67	.00	
6583	BESTDRIVE IDAHO FALLS	29004034	GMAX	03/31/2023	1,322.96	.00	
Total 6583:					1,322.96	.00	
4774	BIG R RANCH & HOME	1606315	UNIFORM	03/15/2023	49.99	.00	
Total 4774:					49.99	.00	
1560	BLUE SPRUCE CLEANERS,INC	40123	DRY CLEANING PD	04/01/2023	363.62	.00	
Total 1560:					363.62	.00	
6727	BRIGGS, ERIC L	20580	TOOLS	03/16/2023	129.45	.00	
6727	BRIGGS, ERIC L	20706	TOOLS	03/23/2023	118.35	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6727:					247.80	.00	
7077	BURKHOLDER, SHAWN	041023	MAY RENT	04/10/2023	1,850.00	.00	
Total 7077:					1,850.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-606728	STRUT ASSEM	03/31/2023	351.28	.00	
5	CARQUEST AUTO PARTS INC.	6090-606755	STEERING GEAR	03/31/2023	2,304.99	.00	
Total 5:					2,656.27	.00	
1719	CENTURY EQUIPMENT	LP39474	COIL	01/04/2023	376.86	.00	
Total 1719:					376.86	.00	
514	CONRAD & BISCHOFF INC.	IN-403460-23	FUEL	04/05/2023	28,221.33	.00	
514	CONRAD & BISCHOFF INC.	IN-404377-23	DEF BULK	04/05/2023	635.25	.00	
Total 514:					28,856.58	.00	
6718	CULTIVATE	040323	4TH QUARTER	04/03/2023	1,625.00	.00	
Total 6718:					1,625.00	.00	
4918	DEAN'S PEST CONTROL LLC	78926	WWTP	03/14/2023	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	79230	PW BUILDING	03/17/2023	50.00	.00	
4918	DEAN'S PEST CONTROL LLC	79262	START	03/16/2023	100.00	.00	
Total 4918:					250.00	.00	
148	DELL	10664642007	VLA OFFICE	04/10/2023	77,856.00	.00	
Total 148:					77,856.00	.00	
3408	E.R. OFFICE EXPRESS	20595	PACKAGING TAPE	01/20/2023	29.69	.00	
3408	E.R. OFFICE EXPRESS	20858	Office Supplies	04/04/2023	63.27	.00	
3408	E.R. OFFICE EXPRESS	20871	PAPER	04/04/2023	73.03	.00	
Total 3408:					165.99	.00	
6552	ETNA TRADE PARK LLC	041023	MAY RENT	04/10/2023	4,062.00	.00	
Total 6552:					4,062.00	.00	
3195	FERGUSON ENTERPRISES, IN	CM238809	CEDIT	04/05/2023	170.17-	.00	
Total 3195:					170.17-	.00	
4294	FIRE SERVICES OF IDAHO	12505498	ALARM SERVICE CALL	03/31/2023	220.00	.00	
Total 4294:					220.00	.00	
4709	FLEETPRIDE	106925726	NEW GOVERNOR	04/06/2023	14.34	.00	
Total 4709:					14.34	.00	
6844	GE SOFTWARE	210539	FUEL SITE MODULE	03/31/2023	80.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6844:					80.00	.00	
4988	HD FOWLER COMPANY	I6351228	GASKET	03/30/2023	21.84	.00	
Total 4988:					21.84	.00	
96	HIGH COUNTRY LINEN	0365432	MATS @ SHLETER	03/01/2023	81.15	.00	
96	HIGH COUNTRY LINEN	0367184	3X5 BRUSH	03/10/2023	4.68	.00	
96	HIGH COUNTRY LINEN	0369478	MATS @ TOWN HALL	03/24/2023	257.93	.00	
96	HIGH COUNTRY LINEN	0370019	MATS @ SHLETER	03/29/2023	81.15	.00	
96	HIGH COUNTRY LINEN	0370727	MATS @ SI FERRIN	04/03/2023	17.33	.00	
96	HIGH COUNTRY LINEN	0370730	MATS @ HOME RANCH	04/03/2023	53.96	.00	
96	HIGH COUNTRY LINEN	037764	MATS @ SHLETER	03/15/2023	81.15	.00	
96	HIGH COUNTRY LINEN	S0371435	GLOVES	04/06/2023	140.87	.00	
Total 96:					718.22	.00	
106	INTERSTATE BATTERY	22256738	BATTERIES	04/04/2023	683.80	.00	
Total 106:					683.80	.00	
131	JACKSON HOLE NEWS & GUID	351588	AD#416024	04/05/2023	228.00	.00	
Total 131:					228.00	.00	
121	J-B MECHANICAL	37835	DRYER	03/09/2023	629.00	.00	
Total 121:					629.00	.00	
2485	KENWORTH SALES COMPANY	004P14696	DUOBEAM MINIBAR	04/04/2023	673.44	.00	
Total 2485:					673.44	.00	
7094	KL2 CONNECTS, LLC	040723	RECRUITING SERVICES	04/07/2023	9,688.00	.00	
Total 7094:					9,688.00	.00	
4902	KOIS BROTHERS EQUIPMENT	129063	ASM MOTOR	03/27/2023	1,747.78	.00	
Total 4902:					1,747.78	.00	
156	LOWER VALLEY ENERGY INC	92050-002 03-	3150 S ADAMS CANYON DR, JA	03/31/2023	484.68	.00	
156	LOWER VALLEY ENERGY INC	92050-003 03-	SPRUCE DR PUMP HOUSE, JA	03/31/2023	347.17	.00	
156	LOWER VALLEY ENERGY INC	92050-005 03-	CACHE KUDAR LT, JACKSON,	03/31/2023	57.35	.00	
156	LOWER VALLEY ENERGY INC	92050-006 03-	N CACHE ST LIGHTING, JACKS	03/31/2023	32.34	.00	
156	LOWER VALLEY ENERGY INC	92050-008 03-	CEMETERY, JACKSON, WY 20	03/31/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-010 03-	ELY SPRINGS RD WELL 6,7,8, J	03/31/2023	1,718.60	.00	
156	LOWER VALLEY ENERGY INC	92050-014 03-	135 E BROADWAY AVE HEAT TA	03/31/2023	18.05	.00	
156	LOWER VALLEY ENERGY INC	92050-016 03-	210 N CACHE ST HOME RANCH	03/31/2023	48.81	.00	
156	LOWER VALLEY ENERGY INC	92050-017 03-	WASTE WATER TRTMT INTERM	03/31/2023	227.42	.00	
156	LOWER VALLEY ENERGY INC	92050-019 03-	RANGEVIEW DR LIFT PUMP CO	03/31/2023	117.20	.00	
156	LOWER VALLEY ENERGY INC	92050-020 03-	S HWY 89 PATHWAY TUNNEL LT	03/31/2023	35.31	.00	
156	LOWER VALLEY ENERGY INC	92050-021 03-	150 E PEARL AVE, JACKSON, W	03/31/2023	1,848.98	.00	
156	LOWER VALLEY ENERGY INC	92050-023 03-	RANGEVIEW DR LOTS 18,19 LT	03/31/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-024 03-	1605 BERGER LN SEWER LIFT	03/31/2023	31.23	.00	
156	LOWER VALLEY ENERGY INC	92050-025 03-	450 W SNOW KING AVE NEW S	03/31/2023	755.26	.00	
156	LOWER VALLEY ENERGY INC	92050-026 03-	450 W SNOW KING AVE SHOP, J	03/31/2023	352.35	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-027 03-	RANGEVIEW DR LOTS 20,21 LT	03/31/2023	19.35	.00	
156	LOWER VALLEY ENERGY INC	92050-028 03-	RANGEVIEW DR LOTS 26,27 LT	03/31/2023	20.77	.00	
156	LOWER VALLEY ENERGY INC	92050-030 03-	RANGEVIEW DR LOTS 95,96 LT	03/31/2023	18.50	.00	
156	LOWER VALLEY ENERGY INC	92050-031 03-	MOUNTAIN VIEW LN LOT 38,39	03/31/2023	20.57	.00	
156	LOWER VALLEY ENERGY INC	92050-032 03-	LILAC LN LOTS 88, 89 LTS, JAC	03/31/2023	18.50	.00	
156	LOWER VALLEY ENERGY INC	92050-034 03-	LILAC LN LOTS 80, 81 LTS, JAC	03/31/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-035 03-	RANGEVIEW DR LOTS 41,42 LT	03/31/2023	20.96	.00	
156	LOWER VALLEY ENERGY INC	92050-036 03-	RANGEVIEW DR LOTS 12,13 LT	03/31/2023	16.63	.00	
156	LOWER VALLEY ENERGY INC	92050-039 03-	LILAC LN LOTS 86, 87 LTS, JAC	03/31/2023	18.50	.00	
156	LOWER VALLEY ENERGY INC	92050-040 03-	CORNER CREEK & LILAC LOTS	03/31/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-041 03-	LILAC & DAISY LOTS 99, 101 LT	03/31/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-043 03-	CORNER CREEK LOTS 68,69 LT,	03/31/2023	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-044 03-	SNOW KING ESTATES BOOSTE	03/31/2023	284.86	.00	
156	LOWER VALLEY ENERGY INC	92050-045 03-	TOWN SQUARE LIGHTS, JACKS	03/31/2023	204.98	.00	
156	LOWER VALLEY ENERGY INC	92050-047 03-	WASTE WATER TRTMT UV BLD	03/31/2023	158.64	.00	
156	LOWER VALLEY ENERGY INC	92050-049 03-	WASTE WATER TRTMT PTB 545	03/31/2023	9,664.20	.00	
156	LOWER VALLEY ENERGY INC	92050-050 03-	2 MG TANK, JACKSON, WY 200	03/31/2023	25.04	.00	
156	LOWER VALLEY ENERGY INC	92050-051 03-	WELL #5 KARNS MEADOW DR,	03/31/2023	3,226.38	.00	
156	LOWER VALLEY ENERGY INC	92050-052 03-	675 E BROADWAY AVE WELL #1	03/31/2023	1,513.37	.00	
156	LOWER VALLEY ENERGY INC	92050-053 03-	WELLS #2 & #3, JACKSON, WY	03/31/2023	1,216.90	.00	
156	LOWER VALLEY ENERGY INC	92050-054 03-	CITY WELL ELK REF 1, JACKSO	03/31/2023	86.38	.00	
156	LOWER VALLEY ENERGY INC	92050-055 03-	CITY WELL ELK REF 2, JACKSO	03/31/2023	133.97	.00	
156	LOWER VALLEY ENERGY INC	92050-059 03-	440 W SNOW KING AVE POLICE	03/31/2023	378.78	.00	
156	LOWER VALLEY ENERGY INC	92050-060 03-	400 W SNOW KING AVE S GAR,	03/31/2023	1,503.28	.00	
156	LOWER VALLEY ENERGY INC	92050-061 03-	400 W SNOW KING AVE PUBLIC	03/31/2023	1,646.27	.00	
156	LOWER VALLEY ENERGY INC	92050-074 03-	CRABTREE LN THAW WELL #2,	03/31/2023	113.06	.00	
156	LOWER VALLEY ENERGY INC	92050-075 03-	HIGH SCHOOL RD THAW WELL	03/31/2023	155.50	.00	
156	LOWER VALLEY ENERGY INC	92050-078 03-	145 W HANSEN AVE FRONT, JA	03/31/2023	159.55	.00	
156	LOWER VALLEY ENERGY INC	92050-079 03-	145 W HANSEN AVE BACK, JAC	03/31/2023	206.89	.00	
156	LOWER VALLEY ENERGY INC	92050-081 03-	IRR CONTROL & LTS PEARL ST,	03/31/2023	24.64	.00	
156	LOWER VALLEY ENERGY INC	92050-082 03-	400 W SNOW KING AVE E STOR	03/31/2023	626.51	.00	
156	LOWER VALLEY ENERGY INC	92050-090 03-	955 MAPLE WAY, JACKSON, WY	03/31/2023	194.05	.00	
156	LOWER VALLEY ENERGY INC	92050-092 03-	3150 S ADAMS CANYON DR ANI	03/31/2023	821.85	.00	
156	LOWER VALLEY ENERGY INC	92050-102 03-	145 W HANSEN AVE FRONT, JA	03/31/2023	81.12	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	03/31/2023	1,904.01	.00	
156	LOWER VALLEY ENERGY INC	92050-106 03-	940 SIMON LN, JACKSON, WY	03/31/2023	232.71	.00	
156	LOWER VALLEY ENERGY INC	92050-111 03-3	PEARL & WILLOW ST LTS, JACK	03/31/2023	18.90	.00	
156	LOWER VALLEY ENERGY INC	92050-114 03-3	210 N CACHE ST HOME RANCH	03/31/2023	437.66	.00	
156	LOWER VALLEY ENERGY INC	92050-126 03-	SPRING WATER LN LIFT STATIO	03/31/2023	34.41	.00	
156	LOWER VALLEY ENERGY INC	92050-127 03-	3337 S CODY CREEK DR LIFT S	03/31/2023	554.86	.00	
156	LOWER VALLEY ENERGY INC	92050-130 03-	3 CREEK RANCH AFFORDABLE	03/31/2023	24.97	.00	
156	LOWER VALLEY ENERGY INC	92050-131 03-	195 E DELONEY AVE RESTROO	03/31/2023	442.83	.00	
156	LOWER VALLEY ENERGY INC	92050-132 03-	160 S MILLWARD ST PARKING	03/31/2023	2,173.01	.00	
156	LOWER VALLEY ENERGY INC	92050-134 03-	160 S MILLWARD ST PARKING	03/31/2023	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-332 03-	185 N GLENWOOD ST LTS, JAC	03/31/2023	44.23	.00	
156	LOWER VALLEY ENERGY INC	92050-334 03-	JOSEPHINE LOOP LOT 15 LIFT	03/31/2023	152.17	.00	
156	LOWER VALLEY ENERGY INC	92050-336 03-	HIDDEN RANCH PATHWAY TUN	03/31/2023	22.38	.00	
156	LOWER VALLEY ENERGY INC	92050-341 03-	210 N CACHE ST HOME RANCH	03/31/2023	60.77	.00	
156	LOWER VALLEY ENERGY INC	92050-342 03-	25 S REDMOND ST LT PEDESTA	03/31/2023	44.62	.00	
156	LOWER VALLEY ENERGY INC	92050-345 03-	930 SIMON LN, JACKSON, WY	03/31/2023	198.33	.00	
156	LOWER VALLEY ENERGY INC	92050-353 03-	W DELONEY & BROADWAY LTS,	03/31/2023	115.59	.00	
156	LOWER VALLEY ENERGY INC	92050-355 03-	S CACHE SE OF CENTER ARTS	03/31/2023	96.46	.00	
156	LOWER VALLEY ENERGY INC	92050-356 03-	55 KARNS MEADOW DR START	03/31/2023	6,712.79	.00	
156	LOWER VALLEY ENERGY INC	92050-357 03-	55 KARNS MEADOW DR START	03/31/2023	6,483.41	.00	
156	LOWER VALLEY ENERGY INC	92050-358 03-	650 W BROADWAY PATHWAY LT	03/31/2023	77.90	.00	
156	LOWER VALLEY ENERGY INC	92050-359 03-	MILLER PARK PARKING LOT CH	03/31/2023	106.67	.00	
156	LOWER VALLEY ENERGY INC	92050-360 03-	1035 W BROADWAY AVE PATH	03/31/2023	32.72	.00	
156	LOWER VALLEY ENERGY INC	92050-361 03-	625 W BROADWAY AVE NEW P	03/31/2023	24.26	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-362 03-	STELLARIA LN/S HWY 89 LIGHT	03/31/2023	21.61	.00	
156	LOWER VALLEY ENERGY INC	92050-363 03-	455 VINE ST UTIL, JACKSON, W	03/31/2023	77.00	.00	
156	LOWER VALLEY ENERGY INC	92050-364 03-	65 VIRGINIAN LN #5, JACKSON,	03/31/2023	100.37	.00	
156	LOWER VALLEY ENERGY INC	92050-365 03-	65 VIRGINIAN LN #7, JACKSON,	03/31/2023	84.52	.00	
156	LOWER VALLEY ENERGY INC	92050-367 03-	455 VINE ST APT #3, JACKSON,	03/31/2023	63.33	.00	
156	LOWER VALLEY ENERGY INC	92050-368 03-	455 VINE ST APT #4, JACKSON,	03/31/2023	72.32	.00	
156	LOWER VALLEY ENERGY INC	92050-370 03-	2022 WILDFLOWER CT, JACKS	03/31/2023	186.09	.00	
156	LOWER VALLEY ENERGY INC	92050-371 03-	2022 WILDFLOWER CT, JACKS	03/31/2023	51.13	.00	
156	LOWER VALLEY ENERGY INC	92050-374 03-	455 VINE ST APT #1, JACKSON,	03/31/2023	131.79	.00	
156	LOWER VALLEY ENERGY INC	92050-375 03-	155 E PEARL AVE, JACKSON, W	03/31/2023	24.64	.00	
156	LOWER VALLEY ENERGY INC	92050-376 03-	149 E PEARL AVE, JACKSON, W	03/31/2023	269.61	.00	
156	LOWER VALLEY ENERGY INC	92050-378 03-	145 E PEARL AVE #A EAST, JAC	03/31/2023	113.06	.00	
156	LOWER VALLEY ENERGY INC	92050-381 03-	915 SIMON LN, JACKSON, WY	03/31/2023	199.63	.00	
156	LOWER VALLEY ENERGY INC	92050-382 03-	BUDGE DR LT SYSTEM, JACKS	03/31/2023	20.71	.00	
156	LOWER VALLEY ENERGY INC	92050-383 03-	SNOW KING DR WATER TANK C	03/31/2023	22.44	.00	
156	LOWER VALLEY ENERGY INC	92050-385 03-	85 N SPRING GULCH RD SPRIN	03/31/2023	354.72	.00	
156	LOWER VALLEY ENERGY INC	92050-388 03-	121 SHERWOOD CT BLDG 2 BU	03/31/2023	29.80	.00	
156	LOWER VALLEY ENERGY INC	92050-389 03-	1640 MARTIN LN LIFT STATION,	03/31/2023	29.42	.00	
156	LOWER VALLEY ENERGY INC	92050-390 03-	400 W SNOW KING AVE HOUSI	03/31/2023	247.89	.00	
156	LOWER VALLEY ENERGY INC	92050-391 03-	400 W SNOW KING AVE PARK M	03/31/2023	663.82	.00	
156	LOWER VALLEY ENERGY INC	92050-392 03-	400 W SNOW KING AVE ADMIN,	03/31/2023	918.54	.00	
156	LOWER VALLEY ENERGY INC	92050-393 03-	400 W SNOW KING AVE EMPLO	03/31/2023	1,003.87	.00	
156	LOWER VALLEY ENERGY INC	92050-395 03-	145 E PEARL AVE #C LOFT, JAC	03/31/2023	81.91	.00	
156	LOWER VALLEY ENERGY INC	92050-396 03-	145 E PEARL AVE HSE/CMN, JA	03/31/2023	134.20	.00	
156	LOWER VALLEY ENERGY INC	92050-397 03-	145 E PEARL AVE #B WEST, JA	03/31/2023	85.52	.00	
156	LOWER VALLEY ENERGY INC	92050-398 03-	155 E PEARL AVE, JACKSON, W	03/31/2023	207.79	.00	
156	LOWER VALLEY ENERGY INC	92050-399 03-	155 E PEARL AVE, JACKSON, W	03/31/2023	110.79	.00	
156	LOWER VALLEY ENERGY INC	92050-401 03-	455 VINE ST APT #2, JACKSON,	03/31/2023	144.89	.00	
156	LOWER VALLEY ENERGY INC	92050-405 03-	3585 S CANADIAN DR, JACKSO	03/31/2023	201.64	.00	
156	LOWER VALLEY ENERGY INC	92050-406 03-	3585 S CANADIAN DR, JACKSO	03/31/2023	24.57	.00	
156	LOWER VALLEY ENERGY INC	92050-407 03-	130 E KELLY AVE #23, JACKSO	03/31/2023	51.83	.00	
156	LOWER VALLEY ENERGY INC	92050-409 03-	6905 W HWY 22 RENTAL, WILS	03/31/2023	194.99	.00	
156	LOWER VALLEY ENERGY INC	92050-410 03-	910 SMITH LN, JACKSON, WY	03/31/2023	233.42	.00	
156	LOWER VALLEY ENERGY INC	92050-413 03-	76 E CIRCLE DR, THAYNE, WY	03/31/2023	136.02	.00	
Total 156:					55,048.07	.00	
7112	MARKMAN, JASON	041023	MAY RENT	04/10/2023	1,900.00	.00	
Total 7112:					1,900.00	.00	
998	METROQUIP INC	P20349	WIPER ARM AND ASSEMBY	04/05/2023	190.16	.00	
Total 998:					190.16	.00	
4401	MEYRING & ASSOCIATES, INC	4614	ANIMAL SHELTER	02/07/2023	810.10	.00	
Total 4401:					810.10	.00	
257	NAPAAUTO PARTS INC.	128221	wrong vendor	03/16/2023	29.68-	.00	
257	NAPAAUTO PARTS INC.	128384	wrong vendor	03/17/2023	378.78-	.00	
257	NAPAAUTO PARTS INC.	130301	OIL FILTER	03/29/2023	53.28	.00	
257	NAPAAUTO PARTS INC.	130749	IGNITION COIL	03/31/2023	68.81	.00	
257	NAPAAUTO PARTS INC.	131089	BLUE STICK	04/03/2023	51.98	.00	
257	NAPAAUTO PARTS INC.	131152	FUEL LINE HOSE	04/04/2023	11.97	.00	
257	NAPAAUTO PARTS INC.	131405	SOCKET	04/05/2023	25.18	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 257:					197.24-	.00	
513	ON SIGHT LAND SURVEYORS I	031323	P23-019 SURVEY REVIEW	03/13/2023	900.00	.00	
513	ON SIGHT LAND SURVEYORS I	040623	P23-019 TECH REVIEW	04/06/2023	1,200.00	.00	
Total 513:					2,100.00	.00	
7217	PEREZ, GERARDO	041023	BAIL REFUND CASE 22-11-0070	04/10/2023	1,500.00	1,500.00	04/11/2023
Total 7217:					1,500.00	1,500.00	
5941	PETHEALTH SERVICES INC	SIUN14512106	MINICHIPS	02/16/2023	600.00	.00	
Total 5941:					600.00	.00	
7090	PORT53 TECHNOLOGIES, INC	8437	DUO MFA EDITION	04/11/2023	4,590.00	.00	
Total 7090:					4,590.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	775486658	COMPRESS KIT	04/06/2023	944.07	.00	
6483	PREMIER TRUCK- SALT LAKE C	775486929	PUMP	04/06/2023	4,308.12	.00	
6483	PREMIER TRUCK- SALT LAKE C	775487241	SEAL	04/07/2023	34.16	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775478897	CREDIT	04/03/2023	172.90-	.00	
Total 6483:					5,113.45	.00	
6594	PROTERRA	1057963	TAIL LIGHTS AND FUSE BOX	04/04/2023	900.05	.00	
Total 6594:					900.05	.00	
6613	QUADIENT FINANCE USA, INV	790004408054	POSTAGE	03/30/2023	1,054.44	.00	
Total 6613:					1,054.44	.00	
1839	RAFTER J IMPROV/SERV DIST	4701	Quarterly Billing	04/01/2023	146.43	.00	
Total 1839:					146.43	.00	
4723	RON'S TOWING LLC	23-27223	BUS TOW	04/03/2023	1,000.00	.00	
Total 4723:					1,000.00	.00	
3694	RUSH INTERNATIONAL TRUCK	3030908722	remove credit	01/13/2023	1,365.00	.00	
Total 3694:					1,365.00	.00	
6889	SAFELITE FULFILLMENT INC	05008-003640	WINDSHIELD	04/05/2023	525.01	.00	
Total 6889:					525.01	.00	
4691	SCHOW'S TRUCK CENTER	C005055034:0	BRAKE DRUM	04/06/2023	339.70	.00	
Total 4691:					339.70	.00	
231	SHERVIN'S INDEPENDENT OIL	31704	ALIGNMENT	04/05/2023	120.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 231:					120.50	.00	
4359	SHERWIN-WILLIAMS CO.	1721-8	PAINT	03/22/2023	48.67	.00	
Total 4359:					48.67	.00	
236	SMITH POWER PRODUCTS,INC	3203913	RENEWAL	04/10/2023	2,160.00	.00	
Total 236:					2,160.00	.00	
7106	SMITH PSYCHOLOGICAL SERVI	5032	EVALUATION	04/03/2023	400.00	.00	
Total 7106:					400.00	.00	
4699	SNAKE RIVER ROASTING	62546	COFFEE	04/12/2023	47.00	.00	
Total 4699:					47.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334606891	ANIMAL MEDS	03/20/2023	90.72	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334607081	FOOD	03/23/2023	133.94	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334607491	ANIMAL CARE	04/03/2023	106.39	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334607856	ANIMAL CARE	04/10/2023	150.00	.00	
Total 1505:					481.05	.00	
6838	SPSC POA - South Park Services	040123	WATER AND LOT FEE APRIL	04/01/2023	301.38	.00	
Total 6838:					301.38	.00	
7088	STONE, KIRK	041023	MAY RENT	04/10/2023	2,800.00	.00	
Total 7088:					2,800.00	.00	
7076	SUSTAINABLE STRATEGIES DC	3369	CONSULTING	04/01/2023	7,500.00	.00	
Total 7076:					7,500.00	.00	
581	TETON COUNTY INTEGRATED	8350	CARDBOARD	04/01/2023	327.00	.00	
Total 581:					327.00	.00	
268	TETON MOTORS INC	5105676	BALLAST	03/22/2023	1,633.61	.00	
268	TETON MOTORS INC	5105771	STUD KIT	03/30/2023	44.74	.00	
268	TETON MOTORS INC	5105804	TANK'	04/04/2023	142.23	.00	
Total 268:					1,820.58	.00	
270	TETON RENTAL CENTER	124522	SHEETROCK LIFT RENTAL	04/07/2023	30.00	.00	
Total 270:					30.00	.00	
7218	TETON TOYOTA	90646	2022 TOYOTA RAV4 HYBRID	04/06/2023	36,914.00	.00	
Total 7218:					36,914.00	.00	
3162	TETON TRASH REMOVAL, INC.	23 APR 652	145 HANSEN TRASH	04/01/2023	49.00	.00	
3162	TETON TRASH REMOVAL, INC.	23 APR 652	145 HANSEN TRASH	04/01/2023	49.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3162:					98.00	.00	
6941	THE CONNOR E FIELD TRUST	041023	MAY RENT	04/10/2023	2,575.00	.00	
Total 6941:					2,575.00	.00	
3955	THOMSON WEST	848067339	LIBRARY PLAN CHANGES	04/01/2023	460.47	.00	
3955	THOMSON WEST	848067339	LIBRARY PLAN CHANGES	04/01/2023	460.47	.00	
Total 3955:					920.94	.00	
6579	TITLE 22 CONSULTANTS	23-0053	PLAT REVIEW	03/23/2023	1,150.42	.00	
Total 6579:					1,150.42	.00	
6363	TMSC LLC	2023-005-3FM	REPLACE 4 BREAKERS	04/10/2023	460.00	.00	
6363	TMSC LLC	2023-005-3FM	MATERIALS	04/10/2023	660.00	.00	
6363	TMSC LLC	2023-005-3FM	TOUCHPAD OUTLETS	04/10/2023	920.00	.00	
6363	TMSC LLC	2023-005-3SI	INSTALL IT CABINET	04/10/2023	690.00	.00	
6363	TMSC LLC	2023-005-3SK	INSTALL THERMOSTATS	04/10/2023	120.00	.00	
6363	TMSC LLC	2023-005-3SK	HARD WIRE COMPRESSOR	04/10/2023	240.00	.00	
Total 6363:					3,090.00	.00	
777	UPPER CASE PRINTING INK	272	WATER QUALITY INFO	04/06/2023	179.95	.00	
Total 777:					179.95	.00	
3881	VALLEY OFFICE SYSTEMS	AR1162072	CONTRACT	03/30/2023	43.67	.00	
Total 3881:					43.67	.00	
7176	VICTOR VILLAGE, LLC	041023	MAY RENT	04/10/2023	1,500.00	.00	
Total 7176:					1,500.00	.00	
7219	VIDIR INC	C000023500	RETAINER	02/08/2023	20,307.88	.00	
Total 7219:					20,307.88	.00	
2736	W.A.R.M. PROPERTY INSURAN	1499	MIDTERM PROPERTY INSURAN	10/01/2022	39,519.85	.00	
Total 2736:					39,519.85	.00	
244	WATTS STEAM STORE ROCKY	7052630	PRESSURE WASHER REPAIR	03/13/2023	745.84	.00	
Total 244:					745.84	.00	
563	WESTBANK SANITATION	4217459T022	940 Simon Lane	04/01/2023	65.39	.00	
563	WESTBANK SANITATION	4218375T022	3585 CANADIAN DR	04/01/2023	56.07	.00	
563	WESTBANK SANITATION	4218395T022	910 SIMON LANE	04/01/2023	67.88	.00	
Total 563:					189.34	.00	
472	WHITE GLOVE CLEANING, INC.	1260B	CLEANING	03/31/2023	524.21	.00	
472	WHITE GLOVE CLEANING, INC.	1263B	CLEANING	03/31/2023	469.26	.00	
472	WHITE GLOVE CLEANING, INC.	8829	PaPER	03/31/2023	55.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
472	WHITE GLOVE CLEANING, INC.	8830	PAPER	03/31/2023	426.00	.00	
Total 472:					1,474.47	.00	
7220	WILLIAMS, CHRISTOPHER	041223	BAIL REMANDER REFUNDED C	04/12/2023	740.00	740.00	04/12/2023
Total 7220:					740.00	740.00	
7081	WILMA D SORSBY TRUST	041023	MAY RENT	04/10/2023	3,000.00	.00	
Total 7081:					3,000.00	.00	
6117	WILSON, JOHN	041023	MAY RENT	04/10/2023	2,200.00	.00	
Total 6117:					2,200.00	.00	
2842	YELLOW IRON EXCAVATION, LL	82011	455 VINE street	03/31/2023	80.00	.00	
Total 2842:					80.00	.00	
Grand Totals:					342,779.32	2,240.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT FOR MARCH 2023**

During the month of March, the Court received \$49,830 in fines, costs, and fees.
632 citations were issued: 547 parking citations, 85 summons.
48 cases were dismissed: 29 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 Plea and Fine,
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 (Non-Parking only)

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
186005194AC	Compulsory Auto Insurance	BF	280
186005261AC	Duty upon colliding with unattended vehicle or property	BF	240
186005358AC	Expired temporary permit/improper registration	BF	70
186005249AC	Expired temporary permit/improper registration	BF	140
186005199AC	Expired temporary permit/improper registration	BF	140
186005213AC	Expired temporary permit/improper registration	BF	140
186005175AC	Expired temporary permit/improper registration	BF	70
186004747AC	Expired temporary permit/improper registration	BF	75
186005054AC	Expired temporary permit/improper registration	BF	140
186005304AC	Failure to Display Taxi Fares	BF	100
186005260AC	Failure to Display Taxi Fares	BF	100
186005295AC	Failure to display valid license plate, tabs, permits	BF	90
186004896AC	Failure to Obey Traffic Control Device	BF	140
186005289AC	Failure to yield ROW approaching intersections	BF	90
186005274AC	Failure to yield ROW approaching intersections	BF	90
186004921AC	Following too Close	BF	90
186005381AC	Following too Close	BF	90
186004965AC	Following too Close	BF	90
186005206AC	Following too Close	BF	90
186005227AC	Improper Display of Tabs-registration	BF	90
186005332AC	Improper Display of Tabs-registration	BF	45
186005277AC	Improper Display of Tabs-registration	BF	45
186005276AC	Improper Display of Tabs-registration	BF	45
186005062AC	Improper Display of Tabs-registration	BF	90
186005181AC	Limitations on Backing	BF	90
186005218AC	Minor in possession alcohol	BF	250
186005207AC	MPH over limit Bond 32/25	BF	69
186005251AC	MPH over limit Bond 40/30	BF	140
186005169AC	MPH over limit Bond 43/30	BF	181
186005011AC	MPH over limit Bond 44/30	BF	188
186005204AC	MPH over limit Bond 45/30	BF	195
186005093AC	MPH over limit Bond 50/30	BF	240
186005244AC	MPH over limit Bond 50/30	BF	230
186005330AC	MPH over limit Bond 54/30	BF	288
01000M	Operator's Permit Required	BF	750
186005258AC	Public intoxication	BF	135
186005259AC	Public intoxication	BF	135
186005317AC	Speed too fast for conditions	BF	90
98506N	Speed too fast for conditions	BF	90
186005331AC	Speed too fast for conditions	BF	90
186005212AC	Speed too fast for conditions	BF	90
186005292AC	Speeding 47/30	BF	145
186005269AC	Speeding 47/30	BF	145
186005296AC	Stop Sign Violation	BF	150
186005224AC	Stop Sign Violation	BF	140
01797M	Stop/Yield Intersections	BF	150
186005250AC	Turning left at intersection	BF	90
186005048AC	Unlawful Contact or Touching	BF	100
186005047AC	Unsafe Turning Movement	BF	90
186004811AC	Use of cell phone while driving prohibited	BF	85
186005340AC	Use of cell phone while driving prohibited	BF	75
98551N	Vehicle Permit Required	BF	500
186004935AC	Compulsory Auto Insurance	D- Per Town's Motion	0
186005182AC	Criminal trespass	D- Per Town's Motion	0
186005219AC	False ID- minors- purpose of purchasing or entering- MUST APPEAR	D- Per Town's Motion	0
186005287AC	Improper Display of Tabs-registration	D- Per Town's Motion	0
186005334AC	Improper Display of Tabs-registration	D- Per Town's Motion	0
99876N	Public intoxication	D- Per Town's Motion	0
186004890AC	Public intoxication	D- Per Town's Motion	0
186005166AC	Speed too fast for conditions	D- Per Town's Motion	0
186005113AC	Unlawful Contact or Touching	D- Per Town's Motion	0
186005320AC	Compulsory Auto Insurance	D- Provided Valid Information	0

186005319AC	Compulsory Auto Insurance	D- Provided Valid Information	0
186005077AC	Failure to Maintain Lane	D- TS	0
186005150AC	Failure to yield ROW	D- TS	0
186004869AC	Following too Close	D- TS	0
186005193AC	MPH over limit Bond 47/30	D- TS	0
186005174AC	Speed too fast for conditions	D- TS	0
186004744AC	Speed too fast for conditions	D- TS	0
186002209AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	DA - In Accordance with WS 7-13-301	760
186002384AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	DA - In Accordance with WS 7-13-301	760
186004936AC	Turning left at intersection	NC, R	434

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-036: TEMPORARY SIGN PERMIT Prom Dress Rugby	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

Moose Rugby has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their Prom Dress Rugby fundraiser event (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - May 28, 2023 – June 2, 2023

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

Recommendations.

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

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:
 - 105 Buffalo Way – Albertson's during:
 - May 28, 2023 – June 2, 2023

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

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

Attachments or Links.

Applicant Submittal

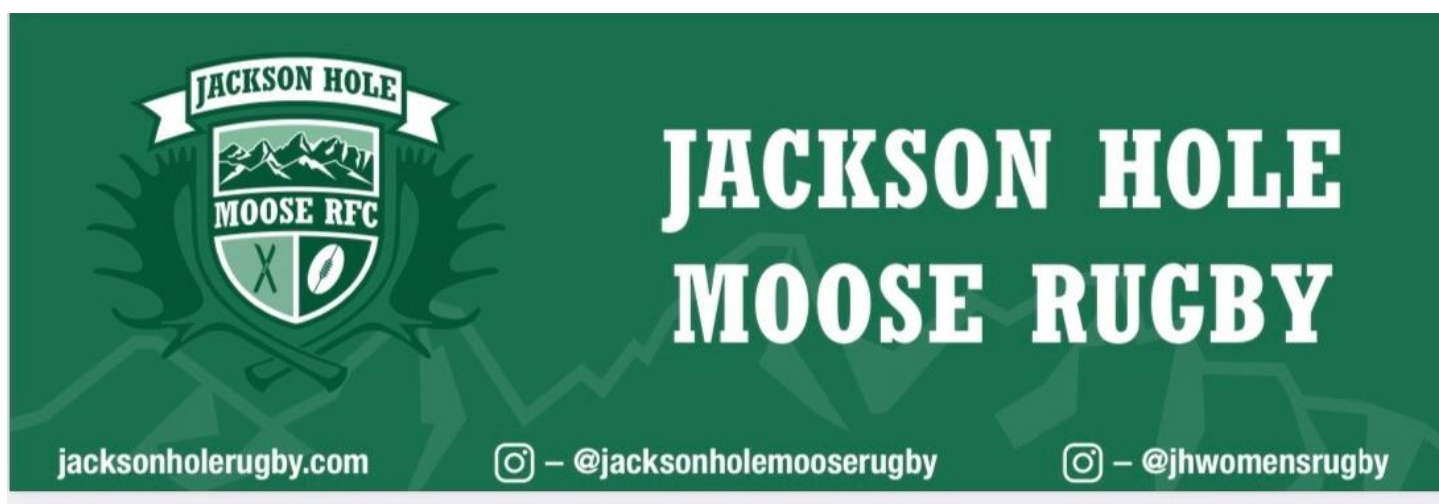
Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to **approve** temporary banner application (P23-036) for Moose Rugby including the three conditions of approval recommended by the Planning Director in this staff report dated April 17, 2023.

Location: 105 Buffalo Way (Albertson's)

Banner Design: Albertson's: 12' x 4'

Material: Vinyl



KICK OFF PRIDE MONTH WITH...
PROM DRESS RUGBY FUNDRAISER

Friday, June 2 at 6 pm at Teton County Fairgrounds

The Jackson Hole Moose Rugby team proudly supports our local **LGBTQIA2S+** community



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

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

EVENT NAME:

Event Name: Prom Dress Rugby Physical Address of Event: 305 W Snow King Ave
Description of Event: Fundraiser for local Moose rugby team
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO 13603 Phone: 847-942-6645
E-mail: jhwomensrugby@gmail.com ZIP: 83002
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertsons</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way</u>	Physical Address: _____
Dates of Display: <u>5/28-6/2</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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


Signature of Authorized Event Applicant
Natalie Smith
Applicant Name Printed

2-19-23
Date
PRESIDENT
Title

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-039: TEMPORARY SIGN PERMIT Teton Powwow	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

Central Wyoming College has requested to display two (2) temporary banners under Section 5.6.1.C.4.c of the LDRs to advertise their Teton Powwow event (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - May 8, 2023 – May 21, 2023
- 100 E. Snow King Ave. – Snow King Event Center during:
 - May 19, 2023 – May 20, 2023

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

Recommendations.

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

1. The use of sites shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs are approved for the following location:
 - 105 Buffalo Way – Albertson's during:
 - May 8, 2023 – May 21, 2023
 - 100 E. Snow King Ave. – Snow King Event Center during:
 - May 19, 2023 – May 20, 2023

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

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

Attachments or Links.

Applicant Submittal

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

I move to **approve** temporary banner application (P23-039) for Central Wyoming College including the three conditions of approval recommended by the Planning Director in this staff report dated April 17, 2023.

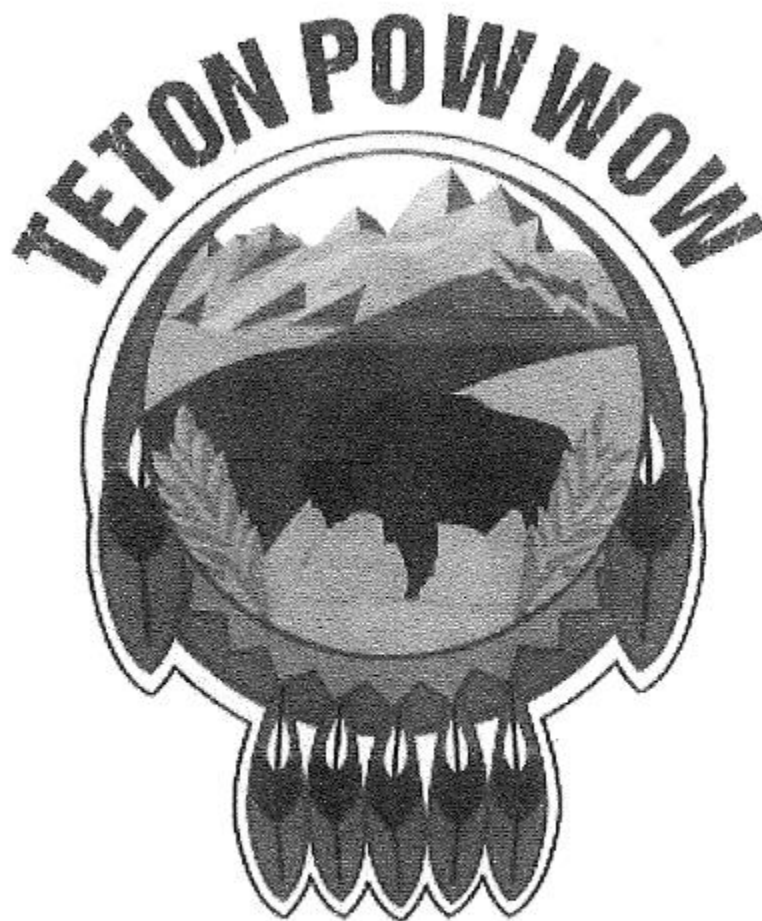
Location: 105 Buffalo Way (Albertson's) and 100 E. Snow King (Event Center)

Banner Design: Albertson's: 8' x 5' and Snow King Event Center: 4' x 3'

Material: Vinyl

Central Wyoming College

Native American Jump Start



Saturday, May 21²⁰
Opens at 10 am

Snow King Event Center



**JACKSON
HOLE** Travel
& Tourism
Board





TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

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

EVENT NAME:

Event Name: Teton Powwow Physical Address of Event: 100 East Snow King Ave
Description of Event: Full day celebration of American Indian cultures
Grand Opening ☐ Yes ☒ No ☒

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: CWC PO Box 4795 83001 Phone: 307-200-6150
E-mail: sdurfee@cw.edu ZIP: 83001
State education institution Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertsons</u>	Business/Description: <u>Snow King Event Center</u>
Physical Address: <u>150 Buffalo Way</u>	Physical Address: <u>100 Snow King Ave</u>
Dates of Display: <u>5/18</u> <u>5/18-5/21</u>	Dates of Display: <u>5/19-5/20</u>
Consent from Owner Obtained? Yes ☒ No ☒	Consent from Owner Obtained? Yes ☒ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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


Signature of Authorized Event Applicant
Susan Durfee
Applicant Name Printed

2/22/2023
Date
Director, CWC Jackson
Title

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-054: TEMPORARY SIGN PERMIT JH Juggernauts Roller Derby	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

JH Juggernauts Roller Derby has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise upcoming roller derby bouts (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - April 18, 2023 – April 22, 2023
 - June 4, 2023 – June 11, 2023
 - June 17, 2023

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

Recommendations.

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

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:
 - April 18, 2023 – April 22, 2023
 - June 4, 2023 – June 11, 2023
 - June 17, 2023

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

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

Attachments or Links.

Applicant Submittal

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

I move to **approve** temporary banner application (P23-054) for JH Juggernauts including the three conditions of approval recommended by the Planning Director in this staff report dated April 17, 2023.

Location: 105 Buffalo Way (Albertson's)

Banner Design: Albertson's: 12' x 5'

Material: Vinyl





TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

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

EVENT NAME:

Event Name: Jackson Hole Juggernauts Roller Derby Physical Address of Event: 100 E Snowking Ave
Description of Event: Sports Event - Roller Derby Bout
Grand Opening ☒ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: JHJRD Phone: 208-390-9080
E-mail: PO box 7499 Jackson, WY ZIP: 83001
jhjuggernauts@gmail.com Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's</u>	Business/Description: <u>Albertson's</u>
Physical Address: <u>105 Buffalo Way</u>	Physical Address: <u>105 Buffalo Way</u>
Dates of Display: <u>April 17-April 22, 2023</u>	Dates of Display: <u>June 4-June 10, 2023</u>
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☒ No ☐
Business/Description: <u>Albertson's</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way</u>	Physical Address: _____
Dates of Display: <u>June 11, June 17, 2023</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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

Signature of Authorized Event Applicant

Carly Hill

Applicant Name Printed

3/10/23

Date

Member

Title

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-066: TEMPORARY SIGN PERMIT Jackson Workforce Center	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

Jackson Workforce Center has requested to display two (2) temporary banners under Section 5.6.1.C.4.c of the LDRs to advertise their Youth Job Fair 2023 (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - April 18, 2023 – April 23, 2023
- 155 W. Gill Ave. – Jackson Workforce Center during:
 - April 18, 2023 – April 23, 2023

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

Recommendations.

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

1. The use of sites shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs are approved for the following location:
 - 105 Buffalo Way – Albertson's during:
 - April 18, 2023 – April 23, 2023
 - 155 W. Gill Ave. – Jackson Workforce Center during:
 - April 18, 2023 – April 23, 2023

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

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

Attachments or Links.

Applicant Submittal

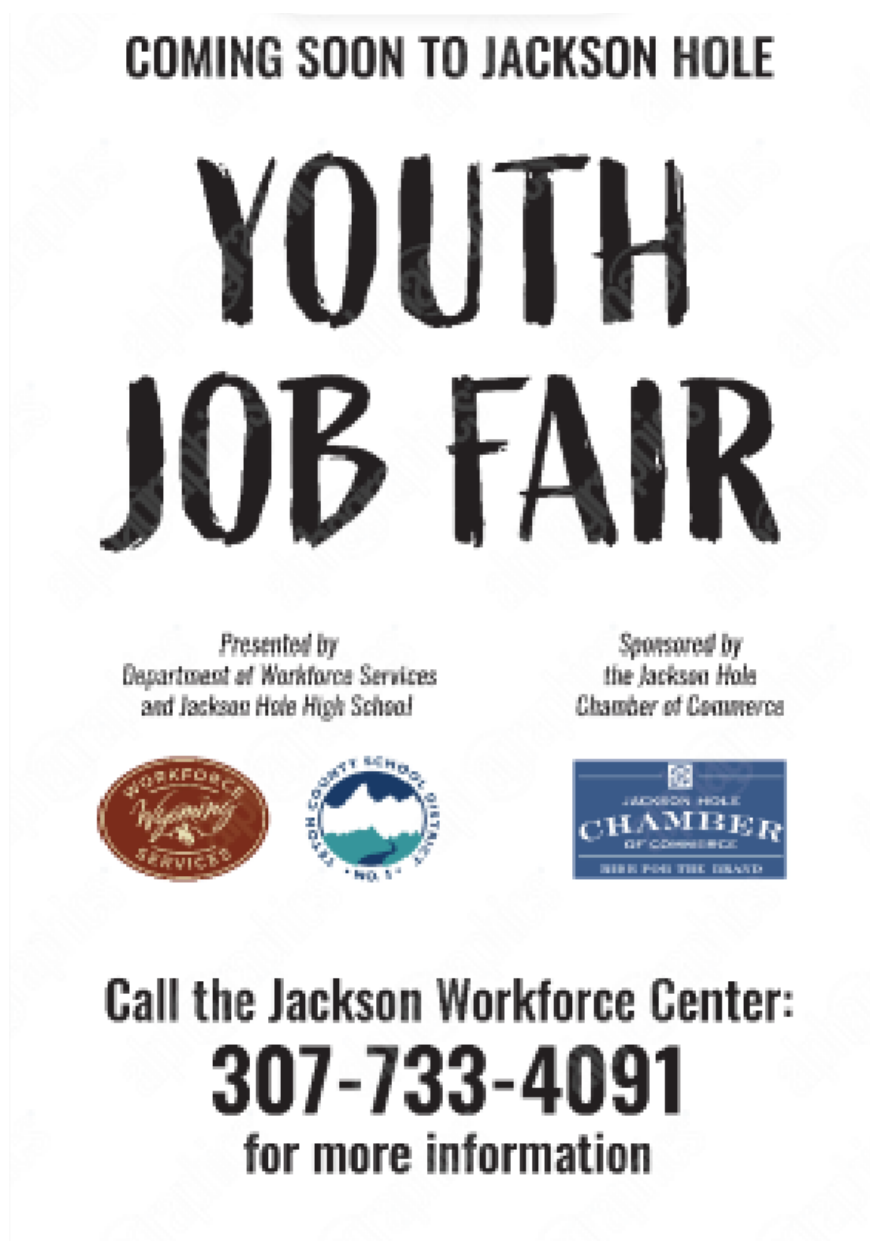
Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to **approve** temporary banner application (P23-066) for Jackson Workforce Center including the three conditions of approval recommended by the Planning Director in this staff report dated April 17, 2023.

Location: 105 Buffalo Way (Albertson's) and 155 W. Gill Ave. (Jackson Workforce Center)

Banner Design: Albertson's: 6' x 9'

Material: Vinyl





TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

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

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

EVENT NAME:

Event Name: Youth Job Fair 2023 Physical Address of Event: 1910 High School Rd. Jackson. WY. 83001

Description of Event: An opportunity for local businesses to find available candidates for summer employees and for JHHS Students to find employment.

Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Jackson Workforce Center Phone: 307.733.4091
E-mail: deedee.dudley1@wyo.gov ZIP: 83001
PO Box 1003 Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertoson's Grocery</u>	Business/Description: <u>Jackson Workforce Center</u>
Physical Address: <u>105 Buffalo Way</u>	Physical Address: <u>155 W. Gill</u>
Dates of Display: <u>April 18-23</u>	Dates of Display: <u>April 18-23</u>
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☒ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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

Deanna D Dudley
Signature of Authorized Event Applicant

Deanna D Dudley
Applicant Name Printed

03/27/2023

Date

03/27/2023

Title

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	E22-007: Development Agreement for Utilities – Jackson Apartments	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to obtain approval to amend the budget and approve a Development Agreement between the Town and Jackson Street Apartments, LLC for a water main improvement as part of the Jackson Apartments development.

Requested Action.

Staff requests Council approve the budget amendment and the Development Agreement.

Recommendations.

Staff recommends Council approve the budget amendment and the Development Agreement.

Background.

The Jackson Apartments is a housing development partnership between Teton County and a private party to develop 57 permanently deed restricted affordable workforce units in west Jackson between South Milward and Jackson Streets and West Hansen and Kelly Avenues. Currently, there is not a watermain in South Jackson Street between West Kelly Avenue and East Hansen Avenue. To provide water to the part of their development on Jackson Street, the developer would need to construct a 4-inch water service extending most of the block. Staff determined that: 1) the Town would prefer an 8-inch diameter water main that extended all the way to West Kelly Avenue to complete a looped distribution system in that area; 2) completing this section is beneficial to the Town; and 3) that there would be cost and disturbance benefits to completing the work in coordination with the development.

Analysis.

The Town Land Development Regulations (7.2.2.A.5) provide for the Council to require the construction of utilities in excess of a development's needs and providing that the development pay for their portion of the improvements necessitated by and serving their development. The Town is then responsible for the remaining costs.

Minimum water distribution pipe by the Wyoming Department of Environmental Quality to provide fire protection is a 6-inch diameter with a hydraulic analysis or a looped system that supplies water from multiple locations. Where practical, loop systems are preferred for improved supply and redundancy. There is currently no Town watermain serving this block. The new watermain will provide a looped distribution system providing improved water supply and fire protection.

Possible Alternatives.

1. Approve the Agreement as presented
2. Recommend changes to the Agreement
3. Deny the Agreement. The development would still need to complete the work required to serve their development.

Comprehensive Plan & Priority Alignment.

Common Value 3: Quality of Life

- Provision of infrastructure needed for service delivery.

Fiscal Impact.

The total cost of the project is \$62,550 without contingency. The cost of the watermain improvements will be split between the Town and the Developer, \$34,650 and \$27,900 respectively.

If approved, staff will include an expenditure of \$44,560 from the Water Enterprise fund in the next FY23 Budget amendment. The amendment would include the following:

1. \$34,560 for the construction of the project.
2. \$10,000 for construction administration and contingency.

Staff Impact.

Staff impact for this includes time spent by engineering staff to develop and review the Development Agreement with the Town Attorney. Approximately 8-10 hours of staff time spent.

Attachments or Links.

1. Development Agreement for Utilities

Suggested Motion.

I move to:

- 1) direct staff to proceed with the project and amend the FY2023 budget in the amount of \$44,560 as described herein;
- 2) approve the Development Agreement between the Town and Jackson Street Apartments, LLC; and
- 3) authorize the Mayor to execute the necessary documents subject to minor changes by staff.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), dated this ____ day of _____, 2023 ("Effective Date"), is entered into by and between JACKSON STREET APARTMENTS, LLC, a Wyoming limited liability company whose address is PO Box 4902, Jackson, WY 83001 ("Developer"), and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming whose address is PO Box 1687, Jackson, WY 83001 ("Town").

WHEREAS, Developer is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows, the "Subject Property," the development of which will be referred to in this Agreement from time to time as the "Development":

**Lots 1-6, Block 9, 2nd Wort Addition, Plat 129; and,
Lots 3-6, Block 3, Fourth Karns addition, Plat 143**

WHEREAS, Developer has clear title of the Subject Property and intends to develop such property as Jackson Street Apartments pursuant to Grading Permit B22-0257, (the "GEC Permit") including construction of new water services in South Jackson Street between Hansen and Kelly Ave. where the Town does not have an existing watermain. The Town and Developer agree that constructing a new watermain to provide the water services is beneficial to both parties.; and

WHEREAS, the Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the Town and other governmental authorities and, per the GEC Permit, is required to construct certain improvements within adjacent public right-of-way "Improvements"; and

WHEREAS, the development permitted under this Development Agreement is consistent with the Town's Comprehensive Plan and all land development regulations, and this Agreement does not replace, supersede, or grant variances to those regulations. Developer is required to obtain all permits necessary for the work contemplated in the Agreement; and

WHEREAS, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Developer on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS

Developer acknowledges the Town's exclusive rights, title, and interest in the public right-of-way and that it cannot acquire any right, title, or interest in the public right-of-way now or hereafter.

2. DEVELOPER TO COMPLY

Developer shall comply with all local, state, and federal laws, ordinances, permits, approvals and regulations, specifically including all requirements contained in Town of Jackson Land Development Regulations Section 7.2.2.A.1 (pertaining to Subdivision Improvements) and Section 8.2.11 (pertaining to

Performance Bonds and Guarantees); the Town of Jackson Municipal Code; the GEC Permit, as amended; and the requirements of the Jackson Town Council.

All Improvements shall be constructed in compliance with Town of Jackson Construction Standards, the Wyoming Department of Environmental Quality Rules and Regulations, Wyoming Public Works Standards and Specifications, and the approved plans and specifications, (collectively, "Construction Standards"). It is hereby understood and agreed by the Parties that the applicable rules, regulations, and standards aforementioned shall be those in effect at the time the GEC Permit is issued.

3. INTENTIONALLY BLANK

4. APPROVED PERMIT PLANS AND SPECIFICATIONS INCORPORATED

GEC Permit plans and specifications, as approved by the Town and maintained on file in the office of the Town Planning and Building Departments, and any revision of said GEC Permit plans and specifications approved by the Town, are hereby incorporated herein by reference as though fully set forth. All public improvement work required by Developer under this Agreement shall be in accordance with said GEC Permit plans and specifications. A copy of said plans and specifications including revisions shall be kept on-site by the Developer's contractor.

5. IMPROVEMENTS

Developer is required to construct Improvements as described below:

- a. Jackson Street Watermain. Generally described as approximately 250 linear feet of 8" watermain pipe and appurtenances and corresponding surface/street restoration, all as specifically shown on **Exhibit "A,"** attached hereto and by this reference incorporated herein (together the "Improvements"). All said Improvements are to be provided by the Developer.
 - i. Design: The Developer will contract the engineering, designing, and bidding for the Jackson Street Watermain. The Developer shall provide all instruments, legal descriptions, and maps as they may be required.
 - ii. Construction: The Developer will contract the construction, inspection, and testing of the Improvements. The Town will provide for their own inspection of the watermain.
 - iii. Cost: The costs of said work is \$62,550 pursuant to Schedule of Values on **Exhibit "B,"** attached hereto and by this reference incorporated herein, that shall be paid as follows:
 1. The Developer's cost shall be \$27,900.
 2. The Town's cost shall be \$34,650.
 3. Any changes shall be split according to the following percentages: Developer 45% and the Town 55%, unless the Town determines in its sole discretion that a change directly benefits one of the parties, in which case the cost of the change shall be borne solely by the benefitted party.
 - iv. Schedule: Developer agrees to install all Improvements as required pursuant to this Agreement and further agrees that all such work for all Improvements shall be fully completed by October 15, 2023.

- v. Ownership: Responsibility to maintain shall be as set forth in Section 10. Upon acceptance and conveyance the Jackson St. Watermain shall be owned by the Town.

6. FINANCIAL ASSURANCE

- A. The cost of the Improvements required by this Agreement, as estimated by a professional engineer licensed in the State of Wyoming or by a contractor on behalf of the Developer, and as approved by the Town Engineer, is set forth in **Exhibit B**. Developer must deposit with the Town, contemporaneously upon mutual execution of this Agreement, an irrevocable letter of credit, a performance and payment bond, funds in escrow, or a combination of the foregoing if approved by the Town Attorney, an amount equal to 125% of the amount set forth in **Exhibit B** ("Financial Assurance"). Such Financial Assurance amount shall be released as portions of the work are completed and reasonably approved for release by the Town Engineer pursuant to this Agreement and as provided in Section 8.2.11.G of the Town Land Development Regulations.
- B. As portions of the Improvements are completed, the Developer may submit a written request to the Town Engineer for a release of part or all of the Financial Assurance. Upon inspection and approval, the Town Engineer shall release the requested amount or a percentage of the requested amount of the Financial Assurance upon the terms and conditions set forth in this Agreement and the Town Land Development Regulations. If the Town Engineer determines that any of the Improvements are not constructed in substantial compliance with approved plans and specifications, or further construction may damage completed infrastructure, the Town Engineer shall furnish the Developer a list of specific deficiencies and be entitled to withhold collateral sufficient to ensure acceptance at the completion of all construction related activities. If the Town Engineer reasonably determines that the Developer has not constructed any or all of the Improvements in accordance with the Construction Standards, the Town Engineer shall draw and expend from the Financial Assurance such funds as are necessary to construct the Improvements in accordance with the approved plans or the Construction Standards. Release of the Financial Assurance does not constitute certification of compliance with the Construction Standards or any applicable code or other requirement or a release of the responsibility of the Developer.

7. TIME FOR COMPLETION:

Developer agrees to install all Improvements as required pursuant to this Agreement and further agrees that all such work for all Improvements shall be fully completed according to the schedule stated in Section 5.

8. DEVELOPMENT COORDINATION:

The contact person representing the Town shall be the Town Engineer, or their designee, who shall have general responsibility for coordinating development of the Improvements required herein. Developer shall notify the Town Engineer when the Improvements shall be installed.

The contact person representing the Developer shall be [REDACTED], the Owner's Representative, who shall have general responsibility for coordinating development of the Improvements required herein.

Developer, its contractor, or its subcontractors, shall notify the Town Engineer when Improvements shall be installed, when testing is to occur, for interpretation of the approved plans and specifications, when material discrepancies are observed, and at any other time deemed necessary in the reasonable judgment of the Developer.

9. PERMITTING, PERFORMANCE TESTING, AND INSPECTION:

- A. Developer is responsible for obtaining all required Town permits, paying all associated fees, and abiding by the conditions set forth within same, as well as the provisions of the Land Development Regulations, Jackson Municipal Code, and Construction Standards.
- B. Developer shall be required to complete all construction work and necessary performance tests on installed Improvements prior to acceptance by the Town. Developer shall be required to retain a Town-approved State of Wyoming licensed engineer to perform and monitor all construction and testing required per the Construction Standards.
- C. The Developer's engineer shall be responsible for the preparation and submission of daily inspection reports and test results when requested and as construction milestones are reached (as provided for in the Construction Standards).
- D. Developer shall notify the Town Engineer at least two business days prior to the commencement of any performance test, placement of pavement, or placement of concrete such that a representative of the Town can be present at the test or placement. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction.

10. ACCEPTANCE:

The Town agrees to accept the Improvements only if they are completed in conformance with the Construction Standards and the GEC Permit and pass satisfactory testing and inspection as set forth in this Agreement.

Prior to acceptance, the Town shall not have any responsibility with respect to any Improvement constructed by Developer, nor shall the Town exercise any control over the Improvements until accepted, notwithstanding the use of the same by the public or in the case of an emergency.

Criteria for acceptance by the Town:

- A. *Request for acceptance.* Upon their completion of the Improvements, the Developer may request acceptance by the Town in the form of a final engineering inspection for the GEC Permit prior to issuance of the certificate of occupancy. The request for acceptance shall include all outstanding submittals required by this Agreement and the GEC Permit.
- B. *Submittals.* Prior to acceptance of any Improvements, all the following must be submitted to the Town Engineer for approval:
 - i. Legally sufficient easements, which shall be recorded at time of acceptance.
 - ii. A certification that there are no outstanding judgements, liens, or encumbrances against or on the Improvements, on any infrastructure including all appurtenances, or on land upon which the Improvements are located. Notwithstanding the foregoing, if there is an outstanding construction loan on the Improvements, Developer shall obtain

the mortgagee's consent to such transfer the Improvements to the Town and appropriate subordination agreements. In the event Developer is in good-faith disputing the scope or validity of any liens arising out the work associated with construction of the Improvements, Developer shall be permitted to transfer the Improvements only if it provides the Town with financial security against loss of such Improvements. A lien of accrued real property taxes not yet delinquent shall not be deemed to violate this provision, and Developer hereby agrees any such payment(s) remain the Developer's obligation when due following acceptance.

- iii. Field-verified survey record drawings and specifications of the Improvements transferred in accordance with the following:
 - a. Record drawings submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the Improvements and property boundaries, GIS Shape files, and other formats deemed suitable by the Town Engineer.
 - b. Record drawings showing all Improvements constructed, including but not limited to, water valves, fire hydrants, water service locations, sidewalks, and all other facilities relevant to the Improvements.
 - c. The surveyor, date of survey, coordinate system and datum used for the project noted on the plans. Two permanent benchmarks with coordinates, elevations, and ties to a nearby public lands survey monument.
 - d. Each sheet of the plans shall be noted as a RECORD DRAWING.
 - e. A certification by the project engineer in substantially the form below on the face of the record drawings.

RECORD PLANS CERTIFICATE:

These record plans were prepared under my direct supervision and control and are an accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Town of Jackson, and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted. (Engineer's Signature) (Engineer's Name, Printed) (Date) (Wyoming P.E. No) or signed and dated stamp.

- iv. All final inspection and testing reports as set forth in the Construction Standards.
 - v. A warranty bond as specified in this Agreement.
 - vi. Certified statement of the cost of the Improvements.
- C. *Final inspection.* Within 30 days of receipt of a written request for acceptance from the Developer, the Town Engineer, and other appropriate government agencies, will conduct a final inspection of the Improvements. The Town Engineer will furnish a written list of any deficiencies noted, including a reasonably detailed description of such deficiencies to enable Developer to correct the same.

- D. *Acceptance and Conveyance.* Upon (1) satisfactory completion of all construction including correction of any deficiencies noted in the final inspection, (2) compliance with the Construction Standards, the GEC Permit, and this Agreement, all as certified by a Town-approved engineer licensed in the State of Wyoming, and (3) approval by the Town Engineer, and other appropriate government agencies, the Developer shall thereafter:
- i. Convey to the Town the Improvements as set forth in this Agreement.
 - ii. As necessary, grant easements to the Town and/or companies for the Improvements and utilities as located by a final survey thereof.
- E. *Responsibility to maintain.* Upon acceptance by the Town, responsibility for the Improvements shall be assumed by the appropriate party as set forth in this Agreement; provided however that the Developer or the contractor constructing the Improvements on behalf of the Developer, shall be subject to a warranty from the time of acceptance by the Town in accordance with this Agreement.

11. WARRANTY:

All Improvements required pursuant to this Agreement shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of two years from the date of execution of the Affidavit Affecting Title attached hereto as Attachment 1, which shall be for the benefit of the Town and this obligation shall survive any release of Financial Assurance by the Town ("Warranty Bond"). The Developer shall post the Warranty Bond to secure the warranties equal to 125% of the total estimated cost of construction of the Improvements.

12. INSURANCE AND INDEMNIFICATION:

- A. Developer agrees to carry a comprehensive general liability policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 annual aggregate for bodily injury, and \$1,000,000 for each occurrence and \$2,000,000 annual aggregate for property damage, or a combined single limit policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations, and personal injury. Developer also agrees to name the Town as an additional named insured and a certificate of insurance covering these items shall be filed with the Town Engineer within five (5) business days of the Effective Date of this Agreement.
- B. Developers, and its successors in interest and assigns, shall defend, hold harmless and indemnify the Town, and its respective elected officials, officers, agents, and employees (each an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any and all claims, loss, damage, injury, actions, causes of action and liability of every kind and nature (including the fees and costs of counsel) incurred by or asserted against any Indemnified Party/ies in connection with, arising out of, in response to, whether directly or indirectly, the construction, use, and/or maintenance of the Improvements, and of or from any of Developer's operations and activities thereon or connected thereto. Notwithstanding the foregoing, this Section shall not provide indemnity for those claims or liabilities caused by or arising from the gross negligence or intentional acts of the Town, or its employees or agents. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under the Wyoming law. This Section shall survive termination.

13. NOTICES

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered (at which time it will be deemed received) or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested (in which circumstance it shall be deemed received 3 days after being so placed in the mail), to the addresses above.

14. BINDING EFFECT OF AGREEMENT; MODIFICATIONS; WAIVER.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. 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.

15. TITLE AND AUTHORITY

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

16. 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.

17. NO THIRD-PARTY BENEFICIARY

This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

18. RECORDING

This Agreement shall be executed upon its approval by the Jackson Town Council and shall thereupon be filed with the County Clerk and recorded in the Land Records of Teton County, Wyoming.

19. 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, it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

20. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either party, each party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof

21. 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.

22. ENTIRE AGREEMENT:

The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no prior or separate understandings or agreements between the parties are merged into this Agreement.

[remainder of page left blank intentionally; signatures follow on next page]

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

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, as the Mayor of the Town of Jackson, Wyoming, and by Riley Taylor, as the Town Clerk of the Town of Jackson, Wyoming, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this ____ day of _____, _____.

WITNESS my hand and official seal.

Notary Public
My commission expires:

Jackson Street Apartments,
a limited liability company
of the State of Wyoming

By: _____
Its: _____

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as
_____ of _____, Wyoming, who is personally known to me
or has established their identity and authority to me by reasonable proof, this ____ day of
_____, _____.

WITNESS my hand and official seal.

Notary Public
My commission expires:

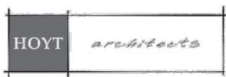
Plan view of Jackson Street showing water main improvements. The plan includes Kelly Avenue to the north and Hansen Avenue to the south. Five buildings are shown along Jackson Street, each with a main fire hydrant (M.F.H.) and a water main (W.M.) connection. The plan also shows the Jackson Street Water Main (J.S.W.M.) and the Jackson Street Water Main Improvements (J.S.W.M.I.). The plan includes a north arrow and a scale bar (1 inch = 25 feet).



-



JORGENSEN
CONSULTING
307.733.1150
www.jorgcog.com



CIVIL SITE
WATER P&P - JACKSON ST
C301

EXHIBIT B

Jackson St Apartments Cost Share Comparison

WATER WORK

Item Description	Quantity	UM	Unit Price	Total Price
TOJ Cost				
8" DIP Water Main	250	LF	\$160.00	\$40,000.00
Asphalt Paving/patching Utility Area	3,175	SF	\$5.60	\$17,780.00
Asphalt Cutting And Removal For Utilities (3" Thick) Cutting = 1,210 LF	60	TON	\$79.50	\$4,770.00
				\$62,550.00

Client Cost -

Infrastructure cost if 8" DIP Main is not installed

Asphalt Paving/patching Utility Area	250	SF	\$15.00	\$3,750.00
4" DIP - New Services to Building 3 & 4	150	LF	\$161.00	\$24,150.00
				\$27,900.00

COST SUMMARY:

DEVELOPER COST: \$27,900
TOWN COST: \$34,650
TOTAL COST: \$62,550

(Notice of Fulfillment of Development Agreement Obligations to be executed and recorded following completion.)

Witness my hand and official seal.

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Regular
Submitting Department:	Community Development	Presenter:	Tanya Anderson
Agenda Item:	RFP for Energy Audit for Town facilities	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and approve the release of a Request for Proposals (RFP) for an energy audit for Town of Jackson municipal facilities.

Requested Action.

Consider and approve release of an RFP for an energy audit for Town of Jackson facilities.

Recommendations.

Staff recommends approving release of the RFP.

Background.

At the November 21, 2022, Town Council Workshop, Council approved staff to move forward with a *hybrid* Sustainability Plan that includes both municipal goals and community-wide targets in three priority areas: Ecosystem Stewardship, Climate Stewardship, and Climate Resiliency. The primary focus of Climate Stewardship is emissions reduction, including reducing emissions from buildings, transportation, and waste. An energy audit was conducted by Honeywell about ten years ago providing some baseline information about Town of Jackson municipal buildings. However, technology has changed greatly in the past ten years, with advances in areas such as lighting technology, cold weather heat pump technology, building automation, and more. Furthermore, the cost of energy efficiency upgrades and technology have changed greatly in the past decade, with the cost of some upgrades becoming more affordable over time. An updated energy audit will provide information on the best available technology to reduce emissions in current market conditions.

Analysis.

Reducing emissions from Town-owned buildings will be a critical part of the Town of Jackson Sustainability Plan's municipal goals. However, we can't reduce emissions until we have identified areas of inefficiency. An updated energy audit will identify inefficiencies in Town-owned buildings, suggest recommendations for upgrades, and provide a cost-benefit analysis using the estimated costs of upgrades, predicted emissions reductions and energy bill savings, and estimated payback time. This information will be used to evaluate the most cost-effective measures to reduce energy consumption in Town-owned buildings, which will then be prioritized within the Town Sustainability Plan and considered in the annual budget process.

An energy audit can cost more than \$25,000, but the investment can be earned back if recommendations from the audit are implemented. Lower Valley Energy provides incentives and rebates for energy efficiency upgrades that can offset the cost of the initial energy audit; grant funding may be available to support other upgrades. Every upgrade also has the potential to save the Town money in the long run. Since 2006, energy conservation programs have saved the Town more than \$2.5 million dollars. Upgrades to Town-owned buildings that reduce energy bills will continue to reduce the costs of operation year after year.

If approved, the RFP will be released April 18th, 2023. The deadline for submission will be 5:00 pm MST on May 12th, 2023. A consultant will be selected by June 1st, and a contract will be presented to Town Council to approve and award. If the work is unable to be completed in FY23, we will ask for an amendment to the FY24 budget.

Possible Alternatives.

Possible alternatives for this item include:

1. Not approving the RFP as presented and directing staff to write an RFP with different objectives.
2. Not approving the energy audit and directing staff to continue work on the Town Sustainability Plan without the knowledge and resources provided by an energy audit.

Comprehensive Plan & Priority Alignment.

Principle 2.1 – Reduce energy consumption of non-renewable energy

To reduce the emission of greenhouse gases that contribute to climate change, the community should reduce its consumption of energy from non-renewable sources. The Town and County will lead by example and encourage reductions in energy demand and the use of renewable energy sources. However, it is the daily responsibility of the entire community to reduce greenhouse gas emissions whether for climate, financial or other reasons.

Principle 2.4 – Increase energy efficiency in buildings

It is the community's goal to achieve carbon neutral buildings by 2030. Increasing the energy efficiency of buildings and reducing the energy used for the construction of buildings will greatly increase the community's energy conservation efforts, as the construction and operation of buildings accounts for close to 15% of energy use in Jackson and Teton County. Publicly funded construction projects will lead by example in implementing this policy, and incentives will be provided to reduce the energy demand of new and existing private buildings.

Fiscal Impact.

There is \$25,000 allocated for this item in the FY23 Community Development Professional Services budget. If the desired scope of work will cost more than \$25,000, we will either reduce the scope to fewer buildings or split the energy audit into two phases. In a two-phase project, the second phase would need to be funded in a future fiscal year. Rebates and incentives from Lower Valley Energy, grants, and energy bill savings can offset the cost of the audit.

Staff Impact.

It will take an estimated 12 hours of staff time to release the RFP, select a consultant, and support the consultant selected to do the energy audit, from the Community Development and Public Works departments. It took staff 6 hours to draft and review the RFP and write this report.

Attachments or Links.

RFP for Energy Audit.

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

I move to approve the release of the RFP for an energy audit of Town-owned buildings.

CALL FOR Experienced Energy Audit Professionals

REQUEST FOR PROPOSALS, JACKSON HOLE, WYOMING

Requested By: Town of Jackson

Proposal Due Date: 5:00 PM MST May 12th, 2023

Proposal Submission: via e-mail or hard copy delivered by hand or delivery service to:

Town of Jackson
C/O: Riley Taylor
150 Pearl Avenue
P.O. Box 1687
Jackson, WY 83001
rtaylor@jacksonwy.gov

RFP Available from: April 18th, 2023

Contact and Questions: Tanya Anderson, Ecosystem Stewardship Administrator
tanderson@jacksonwy.gov

The Town of Jackson reserves the right to **reject any or all responses submitted**, in whole or part, and to waive any informalities.

I: SUMMARY

The Town of Jackson intends to enter into a contract with a consultant to conduct an energy audit for Town-owned buildings.

A: BACKGROUND AND PURPOSE

The Town of Jackson is a community in Northwest Wyoming with just over 10,000 residents. It is the sole municipality within Teton County, Wyoming. The Town has engaged in emissions reduction and sustainability efforts since 2006. The most recent municipal sustainability plan had target dates of 2020, and the Town exceeded its goals in six out of seven categories. Initial improvements in building energy efficiency were significant. However, energy use as measured in BTU/square foot has held relatively steady since 2015. The Town of Jackson is in the process of creating a new Sustainability Plan that embodies the [Net Zero by 2030 Resolution](#) that was unanimously approved by the Town Council on April 6th, 2020. As the Town pursues this goal, it seeks to contract a business or organization to conduct an energy audit that will provide information on current building inefficiencies and opportunities for upgrades.

II: STATEMENT OF WORK

A: Intent

The Town of Jackson's goal is to award a contract for an energy audit of Town-owned buildings, including the Town Hall, Si Ferrin building, Public Works building, START bus facility, Wastewater Treatment Plant buildings, Home Ranch building, Deloney Street public restrooms, parking garage, and other Town-owned buildings. Staff housing units are not included in the scope of work unless they are located in one of the other municipal buildings.

B: Scope of Work

The Town of Jackson seeks a firm to conduct an energy audit of its buildings. The selected firm will be expected to meet with Town staff prior to embarking on the audit, provide a clear timeline and regular progress reports, produce a draft report for review at least two weeks prior to completion, and submit a final report.

The final report should incorporate the following:

- An introduction to the audit and overview of methods
- A detailed energy audit of each of the following buildings:
 - Town Hall
 - Si Ferrin building
 - 155 Pearl
 - Ice Rink
 - The Bunkhouse
 - Public Works building
 - START Bus facility
 - Home Ranch building
 - Deloney Street public restrooms
 - Parking Garage
 - Wastewater Treatment Plant buildings
- Recommendations for efficiency upgrades that include:
 - Estimated cost for the upgrade
 - Estimated installation cost and/or staff time needed
 - Estimated energy savings (BTUs)
 - Estimated energy bill savings (\$)
 - Estimated cost recovery time
 - Estimated maintenance costs of upgrade
 - Expected life expectancy of upgrade
 - Potential alternatives
- A recommended timeline for implementation of upgrades that takes cost, staff capacity, and technical feasibility into account.

C: Qualifications

The applicant must have the experience and knowledge necessary to supply the work and perform services specified in this RFP, and the time capacity to complete the project within the to be determined timeline. The timeline will be mutually agreed upon and set within the contract. The energy audit will require being physically present in Jackson, WY. Transportation and accommodation costs must be included within the proposal.

D. Project Budget

Applicants should include a detailed budget in their proposal. The Town of Jackson may choose to eliminate or delay some items within the proposal to reduce the budget.

III. SELECTION PROCESS AND TIMELINE

A: Timeline and Process

A selection committee will review the proposals. The committee may select consultants for further consideration or may directly select and negotiate for a scope of service with the leading candidate. If more than one applicant is considered, then interviews may be conducted, or additional information requested. The schedule is contingent upon the Town of Jackson's project schedule and may be changed at any time. The selection process will proceed on the following schedule:

April 18, 2023 – RFP released.

May 12, 2023 – Deadline for RFP submittal.

- Proposals must be received at the Town of Jackson by **5:00 PM MST May 12th, 2023**. Proposals may be transmitted via e-mail or hard copy delivered by hand or delivery service (Fed /Ex etc.) to Town of Jackson, C/O: Riley Taylor, 150 Pearl Avenue, P.O. Box 1687, Jackson, WY 83001. Please email submissions to rtaylor@jacksonwy.gov.
- The Town of Jackson cannot accept responsibility for delayed delivery of proposals so please plan accordingly.

June 1, 2023 – Review and Selection of Consultant

- The selection panel will select the consultant from proposals received. This process will include a review of proposals, references, and other information as necessary. The Town of Jackson may conduct interviews with the potential consultant(s) if applicable. In making this selection, the Town of Jackson reserves the right to request information from any applicant to clarify their proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal. The Town of Jackson also reserves the right to make a selection without conducting interviews.
- One finalist will be identified based on the selection criteria listed below and enter into an agreement with the Town of Jackson and produce a final report.

B: Submittal Requirements

Consultants are invited to submit a proposal at their own cost. The Town of Jackson assumes no obligation of any kind for expenses incurred by any respondent to this solicitation.

- a) Proposals submitted electronically must be submitted through the Town Clerk, Riley Taylor, at rtaylor@jacksonwy.gov and must be compiled into a single Word or .pdf document named "Energy Audit – [proposer company name]".
- b) Proposals must be received by 5:00 pm MST May 12th, 2023 in order to be considered.
- c) Proposals should be submitted as follows:

Section 1:

1. Six (6) page maximum proposal response to the RFP. Cover letters will be considered part of the maximum page limit.

Section 2:

2. Three (3) resumes maximum that must include the project manager/ team leader. Two (2) page maximum per resume.
3. Two (2) examples of previous work.
4. Two (2) professional references.
5. List of all subcontractors, if needed.

C: Selection Criteria

The Selection Panel will refer to the criteria listed below while evaluating qualifications.

EVALUATION CRITERIA	POINT VALUE
Project Approach – What is the ability of the applicant to deliver a successful report within a designated timeline? Does the applicant understand the project goals? Does the applicant propose an innovative approach to the project?	40
Work-related Experience – Does the applicant have experience doing energy audits or similar work? What is the quality of the examples of previous work included in the application?	30
Personnel Qualifications – Does the personnel have previous training and experience relate to the proposed scope of work?	20
Quality of past project references – How strong and relevant are the references provided for similar work?	10
TOTAL MAXIMUM SCORE	100

IV. LEGAL

Any and all documents submitted to the Town of Jackson may be deemed public records subject to examination and inspection by third parties.

The Town of Jackson reserves the right to:

- Reject any or all proposals or accept what is, in its judgment, the proposal which is in the Town of Jackson's best interest.
- Accept a late submittal or to waive any technical defects or irregularities in any or all proposals.
- Discuss proposals with proposers whose submittals are reasonably susceptible to selection in order to clarify, assure a full understanding of, and ensure responsiveness to the RFP requirements.
- Not fund the project if it does not receive any proposals that, in its sole discretion, meet the goals of the project.
- Alter the makeup of the Selection Panel or re-issue this RFP.

Once the process is complete, the Town of Jackson retains ownership over the report. The firm may use the final product in their reference portfolio. All other uses are subject to Town of Jackson approval.

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Regular – Consent
Submitting Department:	START & Legal	Presenter:	Bruce Abel
Agenda Item:	Discontinuance of the START Bike program and Disposal of START Bikes	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to present Council options and a recommendation for 1) discontinuing the START Bike program and 2) the disposal of the START Bikes and equipment, which have reached the end of their useful life with respect to the START Bike program.

Requested Action.

Staff requests Council review the options available and direct staff on the discontinuance of the START Bike program and the disposal of the START Bike inventory and equipment.

Recommendations.

Staff recommends suspension of any further funds from the FY23 budget related to the START Bike program and disposal of the bikes and equipment pursuant to Wyoming Statute.

Background.

In 2018 the Town initiated the START Bike bikeshare program within the Town. The bikes and the program are now at an inflection point – 5 years in – and staff, as well as the START Board, recommend discontinuing the program while next steps are planned.

Analysis & Key Policy Questions.

The primary factors driving staff's recommendation to discontinue the program and dispose of the Town's bike stock include:

- Capital: The bikes have now been in operation for five years and have reached the end of their useful life for the Town's bikeshare program.
- Operations/Administration: Since 2018 Friends of Pathways has served as the Town's operator/administrator of the program, and that organization no longer has the staff capacity to serve in that role.
- Bike Technology: Electric micromobility is the standard at this point for bikeshares, e-bikes, which our current stock is not. This was a known eventuality when the program was initiated, as e-bikes were not ready for mass use for public bikeshare programs in 2018 (though they were on the horizon).
- Comprehensive Program Planning: There is a need to take a wholesale perspective on bikesharing in the Town, including: i) considering the audience (locals? Visitors? Both?); ii) what the service area should be; iii) what the subsidy level, if any, should be; iv) what is role for START in general? The Regional Transportation Planning Administrator plans to explore alternatives for the next generation of bikesharing and considers it to be under the umbrella of their "Emerging Mobility Action Plan" described in their FY2024 adopted workplan.

Key Question 1: Does Council agree with discontinuing the START Bike Program?

- ✓ *Staff Recommendation*: In light of the factors above and the revisioning of a modern bikeshare program within the adopted 2024 RTPA workplan, staff recommends discontinuance of the START Bike Program.

Key Question 2: If Council concurs with staff's first recommendation, does Council agree to the following order of operations for disposing of the START Bike inventory?

- ✓ *Staff Recommendation:* Staff recommends disposing of the bikes and equipment in the following order of operations:
- First, seek to sell the bikes and equipment to any of: (A) the state of Wyoming for the use of any agency or instrumentality thereof; (B) any agency or instrumentality of the state or federal government authorized to hold property in its own name; (C) Any political subdivision of the state; (D) Any person acquiring the property for a use which the governing body determines will benefit the economic development of the municipality.
 - Second, call for bids for the sale of the bikes and equipment.
 - Third, hold an auction of the bikes and equipment.

Possible Alternatives.

Council could direct staff to seek to run a START Bike Program in summer 2023 by i) finding an administrator to replace Friends of Pathways or ii) hiring additional or reassigning current internal staff (and thus keep the START Bike inventory).

Comprehensive Plan & Priority Alignment.

This item touches on all three of the values in the Comprehensive Plan:

- Common Value One: Stewardship
- Common Value Two: Growth Management
- Common Value Three: Quality of Life

Fiscal Impact.

Selling the START bikes is a revenue positive step, however, the sale of government property valued more than \$500 is governed by statute and includes advertising requirements that will reduce the total funds received. At this time staff estimates a gain of no more than \$5000. Discontinuing the program now will result in a savings of approximately \$32,000 in the FY23 budget.

Staff Impact.

The staff impact of disposing of the START Bikes is mostly keenly felt in Legal, START and Administration departments and is estimated at approximately 40 hours in total.

Attachments or Links.

None.

Suggested Motion.

I move to discontinue the START Bike program and approve the sale of the START bikes and disposal of equipment pursuant to state statute.

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Regular Council Meeting
Submitting Department:	Town Clerk's Office	Presenter:	Lynsey Lenamond
Agenda Item:	Consent - Malt Beverage Permit Application – JH Juggernauts	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council, as the local liquor licensing authority, approves the issuance of all malt beverage permits.

Requested Action.

To consider the application for malt beverage permits.

Recommendations.

Staff recommends approval of the application for 3 malt beverage permits, subject to the following conditions and restrictions:

1. Servers must take an Alcohol Server Education training course and provide the Town Clerk's Office with documentation prior to issuance of the permit(s).
2. The applicant shall take all measures necessary to comply with all applicable alcohol dispensing laws and regulations, including the prevention of sales to minors and the prohibition of consumption off of the authorized premises.
3. Every sale will include an age verification by checking IDs.
4. No more than 2 beers may be sold to any one person in a transaction.
5. There will be no serving of alcohol to obviously intoxicated people.
6. Permit holder shall be responsible to be alert and report any instances of underage drinking to the Jackson Police by calling 733-2331.
7. Beer sales will cease within 30 minutes of the end of roller derby bouts, or at 10:00 p.m., whichever occurs first.

Background.

On March 10, 2023, the Town Clerk's office received an application from the Jackson Hole Juggernauts Roller Derby applying for three (3) malt beverage permits for roller derby bouts to be held at the Snow King Sports & Events Center on April 22, June 10, and June 17, 2023.

Section 12-4-502(a) of Wyoming Statutes provides for the issuance of temporary liquor permits:

A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit.

The applications have been reviewed by the Police Department and Town Clerk.

Analysis.

Possible Alternatives.

1. Deny the application.

2. Continue the item. Since the first event is on April 22nd, continuing the item would only allow for approval of the June dates.

Comprehensive Plan & Priority Alignment.

This item is related to Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community and the decisions related to temporary liquor permits also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

Fiscal Impact.

If all three (3) dates of the application are approved, \$150 would be deposited into the Town's general fund.

Staff Impact.

The Town Clerk's office spent approximately one hour working with the applicant and preparing the staff report. This time would also include preparing the permit for issuance. The Police Department also spent time reviewing the application.

Attachments or Links.

Malt Beverage Permit Application.

Suggested Motion.

I move to approve the issuance of three (3) malt beverage permits to the Jackson Hole Juggernauts for roller derby bouts on April 22, June 10, and June 17, 2023, each permit for between from 7:00 p.m. to 10:00 p.m., subject to the conditions and restrictions listed in the staff report.



24-HOUR ALCOHOL BEVERAGE PERMIT APPLICATION

Application for authorization to sell or serve alcoholic beverages at an event, under the temporary permit-type selected below.

Fee \$ _____

Date Pd: _____

APPLICANT.

Name of Person *please print*
Requesting Permit: **CHRISTA SIMSON**

Organization: **JACKSON HOLE JUGGERNAUTS**

Phone: **307-264-4818**

EVENT INFORMATION. Complete the following information about the event.

Name of Event:	ROLLER DERBY BOUT	Purpose:	SPORTING EVENT
Held at:	SNOW KING SPORTS AND EVENT CENTER <i>business name</i>	List the Date(s) and Hours that Alcohol will be Available:	APRIL 22, 2023 7pm - 930pm
Address:	100 E SNOW KING AVE JACKSON 83001 <i>location to be permitted</i>		JUNE 10, 2023 7pm - 930 pm
Anticipated number of attendees at any given time:	250-500		JUNE 17, 2023 7pm - 930pm

SELECT THE TYPE OF 24-HOUR PERMIT. Refer to Application Packet for details about each permit type.

☐ CATERING PERMIT - allow 3 days for processing \$20.00 per day For the sale or serving of alcoholic product which was purchased from the retail or resort liquor license holder who authorized this permit application.	This permit must be agreed to and authorized by a current retail or resort liquor license holder. Name of Retail or Resort Liquor License Holder: _____ Authorized Signature: _____ Print Name: _____
☒ MALT BEVERAGE PERMIT - allow 21 days for processing \$50.00 per day For the sale or serving of only malt beverages.	Applicant must submit proof of current alcohol server education training with this application.
☐ MALT BEVERAGE PERMIT FOR A MICROBREWERY - allow 21 days for processing \$50.00 per day For the sale or serving of only the microbrewery's own brewed malt beverage product away from their licensed premises.	Permitted Microbrewery Only Applicant must submit proof of current alcohol server education training with this application. Authorized Signature: _____ Print Name: _____
☐ MANUFACTURER'S OFF-PREMISES PERMIT - allow 21 days for processing \$50.00 per day For the sale or serving of only the manufacturer's own Wyoming manufactured product away from their licensed premises.	Licensed Manufacturer Only Authorized Signature: _____ Print Name: _____

All permit holders are responsible for abiding by all applicable alcohol dispensing regulations. These regulations include, but are not limited to:

- ♦ Confirm age of participants by checking identification; ensure minors are not served alcohol.
- ♦ Complimentary alcohol is not available for self-service.
- ♦ Control pouring to curb overserving individuals.
- ♦ Prohibit participants from leaving the permitted location with alcohol.
- ♦ Non-alcoholic beverage options are encouraged.

By filing this application, I agree to comply with State and Local Liquor Regulations regarding the sale and service of alcoholic beverages.

Christa Simson

3/10/23

Applicant's signature

Date

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Regular Town Council – consent item
Submitting Department:	Joint Affordable Housing	Presenter:	Kristi Malone
Agenda Item:	Consideration of Deed Restriction for Workforce Rental Housing at The Glenwood Unit #18 Located at 185 N. Glenwood	Public Comment:	Yes – consent item

Purpose & Policy Considerations.

The Town Council ("Council") will consider a Workforce Rental Deed Restriction ("Restriction") for one condo unit located in The Glenwood at 185 N. Glenwood (Unit 18). This Restriction uses the template restriction approved by Town Council in February 2023.

Requested Action.

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

Recommendations.

Staff recommends approval of the Restriction.

Background.

Development of this site used the Workforce Housing Floor Area Bonus tool to produce bonus unrestricted housing units in exchange for Workforce Restrictions on four new housing units. To satisfy a condition of approval for the Development Plan, Building Permit and Final Plat (P21-240) at this site (which was previously approved by Town Council and recorded in July 2022), Deed Restrictions for Workforce Ownership Housing were recorded on all four bonus Workforce Units. Since then, the developer has decided that a Workforce Rental Restriction is preferred for Unit #18. This application is a formal request to replace the previously recorded Workforce Ownership Restriction with a Workforce Rental Restriction for Unit #18.

Analysis.

Per the Jackson/Teton County Housing Department Rules & Regulations, the developer/owner of a development using the Workforce Floor Area Bonus tool has the option of placing either an Ownership (owned and occupied by Qualified Household) or Rental (owned by employer/investor and rented to Qualified Household) Restriction type on the bonus Workforce units. In this case, the developer initially elected to have an Ownership Restriction recorded on Unit 18, but has since decided that a Rental Restriction is preferred and has requested this proposed change. Since no initial sale of the unit has occurred and the original developer still retains ownership of Unit 18, the Rules & Regulations support this requested change to the restriction type. In the housing production pipeline, Unit 18 is still in the phase between unit construction and Workforce occupancy, so the developer still has an opportunity to request a change to the Restriction type. Had Unit 18 already been sold as a Workforce Ownership home and occupied by a Qualified Household, the Rules & Regulations would not support a change from Ownership to Rental Restriction type.

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.

Restriction for Workforce Rental Housing Located at 185 N. Glenwood Unit 18

Suggested Motion.

I move to approve the Restriction for Workforce Rental Housing located at 185 N. Glenwood Unit 18.

Deed Restriction for Property
Located at Unit #18 The Glenwood Condos, 185 N Glenwood Street, Jackson, Wyoming

This Deed Restriction ("Restriction") is made and entered into this ____ day of _____, 20__, 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:

Condominium Unit #18 according to the Glenwood Condominium Addition to the Town of Jackson, Teton County, Wyoming according to that Plat No. 1441 recorded in the land records of Teton County, Wyoming on July 1st, 2022, a condominium subdivision identical with Lots 1-4, Block 6, of the Original Townsite of Jackson, Plat No. 100.

PIDN: 22-41-16-28-4-33-018 ("Land")

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. P19-248 and B20-0677 in which Declarant received 17,778 square feet additional Floor Area, Declarant is restricting:

- Unit 18, with 1 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. P19-248 and B20-0677, 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 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. P19-248 and B20-0677, 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 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”).

1.1.1 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.

1.1.2 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.

1.1.3 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 renter 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.

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

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 Capital Improvements. Declarant may only undertake capital improvements to the Residential Unit, and only get reimbursed for such, to the extent set forth in the Rules and Regulations.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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.

<u>2.10 Renting.</u> The Residential Unit may be rented to the extent allowed in the Rules and Regulations. In addition to that set forth in the Rules and Regulations, the Residential Unit may be rented for a minimum period of 180 days.

<u>2.11 Periodic Reporting.</u> 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.

<u>2.12 No Owner Occupancy.</u> 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.
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ARTICLE III SALE

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

5.1.4.1 Purchase Option. JTCHA shall have the option to purchase the Residential Unit for the lesser of the Maximum Resale Price or the appraised value, subject to the restrictions of this Article ("Option") and Article III.

5.1.4.1.1 If the Option is exercised and a loan described in Article 4.1.1.1 is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest, and reasonable costs of such loan, regardless of any other provision of this Restriction ("Purchase Price").

5.1.4.1.2 If Declarant has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against those Residential Units which have not had an Initial Sale, the Purchase Price shall be prorated. In such event, the formula for establishing JTCHA's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $[6/(16-4)]$...Purchase Price x .50.

5.1.4.1.3 In exercising its Option, JTCHA shall provide written notice of such to Declarant. Such notice shall include the Purchase Price and the timing for the closing of the purchase. The Option must be exercised within 90 days from receipt of a notification of a borrower Breach or the property foreclosure.

5.1.4.2 Forced Sale. JTCHA may require Declarant to sell the Residential Unit in accordance with the resale procedures set forth in Article III and the Rules and Regulations. Such sale shall be subject to this Restriction.

5.1.4.3 Whether JTCHA elects to exercise its Option or requires a Forced Sale, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

FIFTH, to the 2% facilitation fee to JTCHA;

SIXTH, to the payment of any penalties assessed against Declarant by JTCHA;

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

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

NINTH, any remaining proceeds shall be paid to Declarant.

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

- 5.1.4.4 Appointment of Housing Manager as Attorney-in-Fact. In the event JTCHA exercises its Option or requires a Forced Sale, Declarant hereby irrevocably appoints the Housing Manager as their attorney-in-fact to effect any such purchase or sale on their behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as JTCHA, or its designee, may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.
- 5.1.5 Limitation on Appreciation at Resale. JTCHA may fix the Maximum Resale Price of a breaching owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Breach (or as of such date after the Breach as JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- 5.1.6 Remedies. JTCHA may, at its discretion, invoke any additional 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; a forced sale; 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.
- 5.1.7 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.
- 5.1.8 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 Residential Unit 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.

- IN WITNESS WHEREOF, Declarant has executed this instrument on the _____ day of _____, 20__ (the “Effective Date”).

By: _____
Its: _____

On the _____ day of _____ 20____, the foregoing Restriction was acknowledged before me by _____ as _____ of _____.

(Seal)

Deed Restriction for Property Located at Unit #18 The Glenwood Condos
Page 8 of 9

Town of Jackson

Hailey Morton Levinson
Mayor

ATTEST:

Riley Taylor
Town Clerk

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Regular Town Council – consent item
Submitting Department:	Joint Affordable Housing	Presenter:	Kristi Malone
Agenda Item:	Consideration of Restrictions for Affordable Rental Housing at The Arts District West Condos at 175 S Glenwood Street.	Public Comment:	Yes – consent item

Purpose & Policy Considerations.

The Town Council (“Council”) will consider Affordable Rental Restrictions (“Restrictions”) for three condominium units located in the Arts District West condos at 175 S. Glenwood Street. These Restrictions use the template restriction approved by Town Council in February 2023.

Requested Action.

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

Recommendations.

Staff recommend approval of the Restrictions.

Background.

A Development Plan for redevelopment of this site was approved in 2018 prior to the restructuring of the Housing Mitigation Program. As mitigation for housing needs of employees generated by this new nonresidential development, three housing units were required to be built and restricted. At the time of approval, mitigation units for nonresidential development required an affordability restriction of 0-120% Median Family Income, which is applied in these Restrictions.

Analysis.

These three housing units satisfy the mitigation requirement for construction of a new mixed-use building on the site. Production of required affordable workforce housing on the project site 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 Affordable housing in perpetuity under compliance authority of the Housing Department.

Comprehensive Plan & Priority Alignment.

This item is in alignment with Section 5 of the Comprehensive Plan by providing 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.

Restrictions for Affordable Rental Housing located at 175 S. Glenwood

Suggested Motion.

I move to approve the Restrictions for three condo units of Affordable Rental Housing located at 175 S. Glenwood.

Deed Restriction for Property
Located at Unit 105 Arts District West Condos, 175 S Glenwood Street, Jackson, Wyoming

This Deed Restriction ("Restriction") is made and entered into this ____ day of _____, 20__, by the undersigned owner of the property ("Declarant") and Teton County, 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:

Condominium Unit #105 according to the Arts District West Condominium Addition to the Town of Jackson, Teton County, Wyoming according to that Plat No. _____ recorded in the land records of Teton County, Wyoming on _____, 2023, a condominium subdivision identical with Lots 11 and 12, Block 2, of the Second Wort Addition to the Town of Jackson, Plat No. 129.

Temporary PIDN: _____ ("Land")

WHEREAS, Declarant developed the Land for a 26,689 square foot mixed-use retail and residential/lodging building, which generated the obligation to provide housing, and said obligation being set as a condition of approval for Permit No. P18-156, and to place an Affordable Program restriction on said housing in accordance with the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations"). Declarant is restricting:

- Unit 105, with one bedroom with Income Range 0-120% Median Family Income.
(together or individually "Residential Unit").

The Income Ranges are defined in the Rules and Regulations.

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. P18-156, 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 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. P18-156, 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.

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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”).

1.1.1 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.

1.1.2 Income Limit. At time of rental and in perpetuity during any and all rental periods, the Qualified Household’s gross income must be between 0-120% of the median family income in Teton County, Wyoming, as established in the applicable year’s United States Department of Housing and Urban Development’s median family income chart for Teton County, Wyoming.

1.1.3 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 renter 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.

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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.

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5.1.3 Court Enforcement. After exhausting the administrative process required by Article 5.2 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, the following:

5.1.4.1 Purchase Option. JTCHA shall have the option to purchase the Residential Unit for the lesser of the Maximum Resale Price or the appraised value, subject to the restrictions of this Article ("Option") and Article III.

5.1.4.1.1 If the Option is exercised and a loan described in Article 4.1.1.1 is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest, and reasonable costs of such loan, regardless of any other provision of this Restriction ("Purchase Price").

5.1.4.1.2 If Declarant has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against those Residential Units which have not had an Initial Sale, the Purchase Price shall be prorated. In such event, the formula for establishing JTCHA's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $[6/(16-4)]$...Purchase Price x .50.

5.1.4.1.3 In exercising its Option, JTCHA shall provide written notice of such to Declarant. Such notice shall include the Purchase Price and the timing for the closing of the purchase. The Option must be exercised within 90 days from receipt of a notification of a borrower Breach or the property foreclosure.

5.1.4.2 Forced Sale. JTCHA may require Declarant to sell the Residential Unit in accordance with the resale procedures set forth in Article III and the Rules and Regulations. Such sale shall be subject to this Restriction.

5.1.4.3 Whether JTCHA elects to exercise its Option or requires a Forced Sale, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

FIFTH, to the 2% facilitation fee to JTCHA;

SIXTH, to the payment of any penalties assessed against Declarant by JTCHA;

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

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

NINTH, any remaining proceeds shall be paid to Declarant.

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

- 5.1.4.4 Appointment of Housing Manager as Attorney-in-Fact. In the event JTCHA exercises its Option or requires a Forced Sale, Declarant hereby irrevocably appoints the Housing Manager as their attorney-in-fact to effect any such purchase or sale on their behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as JTCHA, or its designee, may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.
- 5.1.5 Limitation on Appreciation at Resale. JTCHA may fix the Maximum Resale Price of a breaching owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Breach (or as of such date after the Breach as JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- 5.1.6 Remedies. JTCHA may, at its discretion, invoke any additional 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; a forced sale; 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.
- 5.1.7 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.
- 5.1.8 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 Residential Unit 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.

IN WITNESS WHEREOF, Declarant has executed this instrument on the _____ day of _____, 20__ (the "Effective Date").

OWNER: Arts District West, LLC

By: _____

Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20____, the foregoing Restriction was acknowledged before me by _____ as _____ of _____.

Witness my hand and official seal.

(Seal)

Notary Public

Town of Jackson

Hailey Morton Levinson
Mayor

ATTEST:

Riley Taylor
Town Clerk

Deed Restriction for Property
Located at Unit 106 Arts District West Condos, 175 S Glenwood Street, Jackson, Wyoming

This Deed Restriction ("Restriction") is made and entered into this ____ day of _____, 20__, by the undersigned owner of the property ("Declarant") and Teton County, 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:

Condominium Unit #106 according to the Arts District West Condominium Addition to the Town of Jackson, Teton County, Wyoming according to that Plat No. _____ recorded in the land records of Teton County, Wyoming on _____, 2023, a condominium subdivision identical with Lots 11 and 12, Block 2, of the Second Wort Addition to the Town of Jackson, Plat No. 129.

Temporary PIDN: _____ ("Land")

WHEREAS, Declarant developed the Land for a 26,689 square foot mixed-use retail and residential/lodging building, which generated the obligation to provide housing, and said obligation being set as a condition of approval for Permit No. P18-156, and to place an Affordable Program restriction on said housing in accordance with the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations"). Declarant is restricting:

- Unit 106, with one bedroom with Income Range 0-120% Median Family Income.
(together or individually "Residential Unit").

The Income Ranges are defined in the Rules and Regulations.

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. P18-156, 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 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. P18-156, 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 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”).

1.1.1 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.

1.1.2 Income Limit. At time of rental and in perpetuity during any and all rental periods, the Qualified Household’s gross income must be between 0-120% of the median family income in Teton County, Wyoming, as established in the applicable year’s United States Department of Housing and Urban Development’s median family income chart for Teton County, Wyoming.

1.1.3 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 renter 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.

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

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 Capital Improvements. Declarant may only undertake capital improvements to the Residential Unit, and only get reimbursed for such, to the extent set forth in the Rules and Regulations.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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.

<u>2.10 Renting.</u> The Residential Unit may be rented to the extent allowed in the Rules and Regulations. In addition to that set forth in the Rules and Regulations, the Residential Unit may be rented for a minimum period of 180 days.

<u>2.11 Periodic Reporting.</u> 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.

<u>2.12 No Owner Occupancy.</u> 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.
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ARTICLE III SALE

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

5.1.4.1 Purchase Option. JTCHA shall have the option to purchase the Residential Unit for the lesser of the Maximum Resale Price or the appraised value, subject to the restrictions of this Article ("Option") and Article III.

5.1.4.1.1 If the Option is exercised and a loan described in Article 4.1.1.1 is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest, and reasonable costs of such loan, regardless of any other provision of this Restriction ("Purchase Price").

5.1.4.1.2 If Declarant has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against those Residential Units which have not had an Initial Sale, the Purchase Price shall be prorated. In such event, the formula for establishing JTCHA's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $[6/(16-4)]$...Purchase Price x .50.

5.1.4.1.3 In exercising its Option, JTCHA shall provide written notice of such to Declarant. Such notice shall include the Purchase Price and the timing for the closing of the purchase. The Option must be exercised within 90 days from receipt of a notification of a borrower Breach or the property foreclosure.

5.1.4.2 Forced Sale. JTCHA may require Declarant to sell the Residential Unit in accordance with the resale procedures set forth in Article III and the Rules and Regulations. Such sale shall be subject to this Restriction.

5.1.4.3 Whether JTCHA elects to exercise its Option or requires a Forced Sale, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

FIFTH, to the 2% facilitation fee to JTCHA;

SIXTH, to the payment of any penalties assessed against Declarant by JTCHA;

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

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

NINTH, any remaining proceeds shall be paid to Declarant.

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

- 5.1.4.4 Appointment of Housing Manager as Attorney-in-Fact. In the event JTCHA exercises its Option or requires a Forced Sale, Declarant hereby irrevocably appoints the Housing Manager as their attorney-in-fact to effect any such purchase or sale on their behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as JTCHA, or its designee, may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.
- 5.1.5 Limitation on Appreciation at Resale. JTCHA may fix the Maximum Resale Price of a breaching owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Breach (or as of such date after the Breach as JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- 5.1.6 Remedies. JTCHA may, at its discretion, invoke any additional 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; a forced sale; 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.
- 5.1.7 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.
- 5.1.8 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
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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 Residential Unit 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.

IN WITNESS WHEREOF, Declarant has executed this instrument on the _____ day of _____, 20__ (the "Effective Date").

OWNER: Arts District West, LLC

By: _____

Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20____, the foregoing Restriction was acknowledged before me by _____ as _____ of _____.

Witness my hand and official seal.

(Seal)

Notary Public

Town of Jackson

Hailey Morton Levinson
Mayor

ATTEST:

Riley Taylor
Town Clerk

Deed Restriction for Property
Located at Unit 107 Arts District West Condos, 175 S Glenwood Street, Jackson, Wyoming

This Deed Restriction ("Restriction") is made and entered into this ____ day of _____, 20__, by the undersigned owner of the property ("Declarant") and Teton County, 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:

Condominium Unit #107 according to the Arts District West Condominium Addition to the Town of Jackson, Teton County, Wyoming according to that Plat No. _____ recorded in the land records of Teton County, Wyoming on _____, 2023, a condominium subdivision identical with Lots 11 and 12, Block 2, of the Second Wort Addition to the Town of Jackson, Plat No. 129.

Temporary PIDN: _____ ("Land")

WHEREAS, Declarant developed the Land for a 26,689 square foot mixed-use retail and residential/lodging building, which generated the obligation to provide housing, and said obligation being set as a condition of approval for Permit No. P18-156, and to place an Affordable Program restriction on said housing in accordance with the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations"). Declarant is restricting:

- Unit 107, with two bedrooms with Income Range 0-120% Median Family Income.
(together or individually "Residential Unit").

The Income Ranges are defined in the Rules and Regulations.

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. P18-156, 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 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. P18-156, 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 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”).

1.1.1 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.

1.1.2 Income Limit. At time of rental and in perpetuity during any and all rental periods, the Qualified Household’s gross income must be between 0-120% of the median family income in Teton County, Wyoming, as established in the applicable year’s United States Department of Housing and Urban Development’s median family income chart for Teton County, Wyoming.

1.1.3 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 renter 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.

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

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 Capital Improvements. Declarant may only undertake capital improvements to the Residential Unit, and only get reimbursed for such, to the extent set forth in the Rules and Regulations.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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.

<u>2.10 Renting.</u> The Residential Unit may be rented to the extent allowed in the Rules and Regulations. In addition to that set forth in the Rules and Regulations, the Residential Unit may be rented for a minimum period of 180 days.

<u>2.11 Periodic Reporting.</u> 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.

<u>2.12 No Owner Occupancy.</u> 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.
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ARTICLE III SALE

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

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 a Residential Unit.

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 a Residential Unit. 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 a Residential Unit. 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 Residential Unit 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 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, the following:

5.1.4.1 Purchase Option. JTCHA shall have the option to purchase the Residential Unit for the lesser of the Maximum Resale Price or the appraised value, subject to the restrictions of this Article ("Option") and Article III.

5.1.4.1.1 If the Option is exercised and a loan described in Article 4.1.1.1 is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest, and reasonable costs of such loan, regardless of any other provision of this Restriction ("Purchase Price").

5.1.4.1.2 If Declarant has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against those Residential Units which have not had an Initial Sale, the Purchase Price shall be prorated. In such event, the formula for establishing JTCHA's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $[6/(16-4)]$...Purchase Price x .50.

5.1.4.1.3 In exercising its Option, JTCHA shall provide written notice of such to Declarant. Such notice shall include the Purchase Price and the timing for the closing of the purchase. The Option must be exercised within 90 days from receipt of a notification of a borrower Breach or the property foreclosure.

5.1.4.2 Forced Sale. JTCHA may require Declarant to sell the Residential Unit in accordance with the resale procedures set forth in Article III and the Rules and Regulations. Such sale shall be subject to this Restriction.

5.1.4.3 Whether JTCHA elects to exercise its Option or requires a Forced Sale, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

FIFTH, to the 2% facilitation fee to JTCHA;

SIXTH, to the payment of any penalties assessed against Declarant by JTCHA;

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

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

NINTH, any remaining proceeds shall be paid to Declarant.

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

- 5.1.4.4 Appointment of Housing Manager as Attorney-in-Fact. In the event JTCHA exercises its Option or requires a Forced Sale, Declarant hereby irrevocably appoints the Housing Manager as their attorney-in-fact to effect any such purchase or sale on their behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as JTCHA, or its designee, may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.
- 5.1.5 Limitation on Appreciation at Resale. JTCHA may fix the Maximum Resale Price of a breaching owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Breach (or as of such date after the Breach as JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- 5.1.6 Remedies. JTCHA may, at its discretion, invoke any additional 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; a forced sale; 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.
- 5.1.7 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.
- 5.1.8 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 Residential Unit 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.

IN WITNESS WHEREOF, Declarant has executed this instrument on the _____ day of _____, 20__ (the "Effective Date").

OWNER: Arts District West, LLC

By: _____

Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20____, the foregoing Restriction was acknowledged before me by _____ as _____ of _____.

Witness my hand and official seal.

(Seal)

Notary Public

Town of Jackson

Hailey Morton Levinson
Mayor

ATTEST:

Riley Taylor
Town Clerk

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Administration	Presenter:	Riley Taylor
Agenda Item:	JH Airport Board FY 2022/2023 Budget Amendment	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council and County Commission approve the annual budget of the Jackson Hole Airport and any amendments to it.

Requested Action.

To approve the FY 2022/2023 Budget Amendment as presented.

Recommendations.

Staff recommends the Town Council approve the budget amendment as presented.

Background.

Over the past fiscal year, the Airport has experienced higher fuel prices than anticipated when the budget was approved in April 2022. This has resulted in both higher revenues and expenses in the fuel farm enterprise center.

Additionally, the Airport was awarded a grant for the restaurant project in the amount of \$8 million which was not anticipated when the original budget was developed. This has been added to the budget amendment. Also, timing of capital project invoices and corresponding reimbursements from grants and bonds has resulted in both revenues and expenses occurring this fiscal year which had been projected to occur in the prior year.

The anticipated net effect of these budget adjustments is an increase in funds to net reserves of approximately \$770,000 (from \$824,000 to approximately \$1.6 million). The airport continues to maintain a strong financial position with solid revenues and reserves.

Analysis & Key Policy Questions.

Teton County approved this budget amendment at its April 11, 2023 meeting. Jackson Hole Airport Board approved this budget at its March 15, 2023 meeting.

Possible Alternatives.

1. Approve the budget amendment as presented
2. Approve the budget amendment as amended/discussed during the meeting
3. Deny the budget amendment

Comprehensive Plan & Priority Alignment.

Airport operations and upgrades to airport facilities are in direct alignment with Common Value 3, Quality of Life and more specifically, Principle 8.2 coordinating the provision of infrastructure and facilities needed for service delivery. The airport also has a direct correlation to a diverse and balanced economy as noted in Section 6 of Common Value 3.

Fiscal Impact.

Jackson Hole Airport does not receive any funding from the Town or County. Investment in improvements at the airport have indirect positive impacts on visitation, visitor experience, and spending.

Staff Impact.

Approximately 30 minutes to review attachments and 30 minutes to draft this staff report.

Attachments or Links.

Memorandum from Michelle Anderson, Assistant Director
FY 2022/2023 Amended Budget

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

I move to approve the amendments to the Jackson Hole Airport Board's FY2022/2023 budget.



MEMORANDUM

From: Michelle Anderson

To: Town of Jackson and Teton County

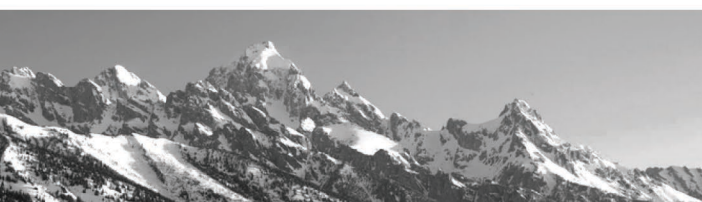
Date: 3/15/23

Subject: FY 2022/2023 Budget Amendment

In the previous budget development, the Airport took a conservative approach towards both revenue and expenses while maintaining the capital plan. This conservative budgeting has resulted in the need for a budget amendment to recognize the changes that have taken place since the original adoption of the budget. Proposed for your acceptance is an amendment to the FY 2022/2023 budget. This amendment is necessary to remain compliant with State law. Over the past fiscal year, the Airport has experienced higher fuel prices than anticipated when the budget was approved in April 2022. This has resulted in both higher revenues and expenses in the fuel farm enterprise center.

Additionally, the airport was awarded a grant for the restaurant project in the amount of \$8 million which was not anticipated when the original budget was developed. This has been added to the budget amendment. Also, timing of capital project invoices and corresponding reimbursements from grants and bonds has resulted in both revenues and expenses occurring this fiscal year which had been projected to occur in the prior year.

The anticipated net effect of these budget adjustments is an increase in funds to net reserves of approximately \$770,000 (from \$824,000 to approximately \$1.6 million). The airport continues to maintain a strong financial position with solid revenues and reserves.



JACKSON HOLE AIRPORT

P.O. Box 159 • Jackson, WY 83001 • 307.733.7695 • Fax: 307.733.9270

James P. Elwood, AAE, Executive Director

Revenues		Budgeted 2022-2023	Projected 2022-2023	Difference 2022-2023
	Airport Operations	20,297,084	20,719,988	422,904
	Security Operations	9,036,752	8,680,339	(356,413)
	Fuel Farm Operations	26,826,437	35,153,812	8,327,376
	FBO Operations	5,885,421	6,082,541	197,120
	ARPA Funds	2,696,604	2,696,604	0
Total Revenue		64,742,298	73,333,285	8,590,987
Expenses				
	Airport Operations	(19,033,233)	(18,121,001)	912,232
	Security Operations	(9,493,327)	(9,309,786)	183,541
	Fuel Farm Operations	(27,397,299)	(34,868,273)	(7,470,974)
	FBO Operations	(5,908,675)	(8,028,266)	(2,119,591)
Total Expense		(61,832,534)	(70,327,326)	(8,494,791)
Net Income		2,909,763	3,005,959	96,195
Capital and Debt Sources				
	Federal Grants	11,450,670	29,696,145	18,245,475
	State Grants	306,260	2,996,969	2,690,709
	Fuel Fees	2,890,568	2,263,668	(626,901)
	Passenger Facility Charges	1,800,000	1,585,000	(215,000)
	Customer Facility Charges	1,700,000	1,855,347	155,347
	Loan Funding	34,111,282	26,021,530	(8,089,752)
Total Capital and Debt Sources		52,258,781	64,418,659	12,159,878
Capital Expenditures				
	FBO	(18,501,282)	(11,024,054)	7,477,228
	Terminal	(22,077,743)	(27,860,876)	(5,783,133)
	Airfield	(7,073,828)	(22,464,847)	(15,391,019)
	Landside	(1,850,000)	(72,181)	1,777,819
	Equipment	(347,000)	(985,000)	(638,000)
	Minor Capital Projects	(895,000)	(195,000)	700,000
Total Capital Expenditures		(50,744,853)	(62,601,959)	(11,857,106)
Debt Service				
	Terminal	-	-	-
	Rental Car QTA	(1,412,020)	(1,412,020)	-
	Fuel Farm	(950,278)	(950,278)	-
	FBO - Hangars	-	(382,013)	(382,013)
	Restaurant	(1,237,183)	(483,312)	753,872
Total Debt Service		(3,599,481)	(3,227,623)	371,859
Subtotal Capital and Debt		(2,085,554)	(1,410,923)	674,631
To/(From) Net Reserves FY 21/22		824,209	1,595,036	770,826
Unrestricted Cash Balance Forecast FYE June 30, 2022		9,131,481	9,131,481	-
Unrestricted Cash Balance Forecast FYE June 30, 2023		9,872,286	10,726,517	854,231
Enplanements Forecast FYE June 30, 2023		536,785	488,538	(48,247)

		Projected	Budget
INCOME, OPERATING		2022-2023	2022-2023
American	Rent	43,850	45,465
	Land Fee	781,940	801,240
Delta	Rent	35,485	32,119
	Land Fee	1,019,765	993,135
Skywest	Rent	-	-
	Land Fee	234,767	509,639
United	Rent	55,023	40,760
	Land Fee	1,340,163	1,137,478
Alaska	Rent	12,553	13,282
	Land Fee	188,896	203,766
SunCountry	Rent	-	-
	Land Fee	13,931	14,143
Trego-Dugan License Fee		-	2,083
	Security Hold Room	1,023,968	1,303,363
	Baggage Claim	659,347	777,486
	Checked Baggage (CBIS)	462,610	543,333
	Baggage Handling	509,887	598,860
	BSO and Bag Storage	56,601	64,078
	Ticket Counter/Queuing Area	350,018	215,399
	ATO Circulation	51,136	-
TSA Office		10,413	8,928
Off Airport Rental Car		1,056,418	885,000
Avis/Budget		2,034,477	1,874,171
Avis/Budget - QTA O&M		137,919	137,919
Enterprise		2,002,033	2,000,000
Enterprise - QTA O&M		137,919	137,919
Enterprise-Alamo/National		2,051,818	2,000,000
Enterprise-Alamo/National - QTA O&M		137,919	137,919
Rental Car Rents		553,409	527,910
Landing Fees GA & Other		1,228,021	1,214,157
FAA Offices	Rent	15,532	8,472
JHA LLC	Rent	693,844	691,245
JHA LLC	Operating Fee	502,340	484,555
GA Catering		3,923	6,000
Jedediahs Restaurant		700,000	600,000
Parking		1,930,768	1,485,122
Ground Transportation		98,976	177,207
Transportation Network Co. Fee		79,320	-
Peer-to-Peer Car Sharing		76,738	-
Brochures		11,270	14,330
Gas Tax Refund		263,021	275,000
AT & T and Edge Lease		22,598	22,240
Vending Machines		3,123	5,228
Bear Spray Rental		6,506	12,217
GA Operating Fees		45,000	45,000
Interest Income		34,414	15,000
ATM Commission FIB		2,252	-
Global Aviation/PrimeFlight		38,396	-
Miscellaneous		1,678	-
TOTAL OPERATING INCOME		20,719,988	20,061,167

	Projected	Budget
EXPENSES, OPERATING	2022-2023	2022-2023
Payroll	5,151,167	5,607,470
Snow Removal Payroll	425,704	439,226
Payroll Taxes	677,025	761,177
Wyoming Retirement	674,549	689,421
Snow Removal Expense/other	402,593	404,524
Office Expense	69,661	62,500
Computer Maint & Supplies	281,409	201,623
IT Cybersecurity	92,500	92,500
Photocopies	913	7,000
Travel /Mileage	123,626	69,159
Meeting & Schooling	181,357	228,353
Cust. & EE Relations / Comm. Outreach	341,913	331,443
Professional Fees	301,582	329,460
Parking-Merchant & Service Chgs	83,567	75,000
Environmental Planning & Ops	707,320	985,198
Legal Expense	290,144	225,000
Dues & Subscriptions	49,048	45,000
Insurance - Medical & Disability	1,237,142	1,403,154
Property & Liability	882,862	781,406
Fitness /Wellness / Emp. Assist	612,976	618,000
Building Supplies	249,098	265,000
R&M - Building	561,545	620,670
R & M Operations	328,845	329,500
R & M Vehicles	347,645	340,411
Telephone	56,364	55,000
Light & Power	382,890	385,000
Garbage & Recycling	63,824	64,055
Fuel	25,653	12,679
ARFF	366,841	402,400
Emergency Response	-	40,000
Use Agreement Payment	1,173,880	1,200,000
Operations Equipment Expense	97,254	92,000
Furniture & Fixtures Equip Expense	45,010	43,650
Computer Equipment Expense	174,462	113,000
Radios Equipment	106,625	118,000
Noise Abatement Plan	216,028	185,000
Control Tower Operation	252,905	272,000
Landscaping	114,547	119,500
Contract Cleaning	134,723	165,000
Baggage System Parts and Maint	93,591	100,000
QTA Maintenance	362,683	413,756
Waste Water Conveyance System	135,391	171,568
Security Operations	244,136	252,500
Miscellaneous	-	-
TOTAL OPERATING EXPENSE	18,121,001	19,117,302

	Projected	Budget
INCOME, SECURITY	2022-2023	2022-2023
TSA Screening July 2017 / SPP033	8,548,608	8,896,927
TSA Screening Misc. Income	11,090	-
TSA LEO	95,375	120,000
Security Badges	25,265	19,825
Total Income	8,680,339	9,036,752

	Projected	Budget
EXPENSES, SECURITY	2022-2023	2022-2023
Sec Screening Payroll/Housing Allowance	6,272,035	4,982,283
Security Screening Payroll Taxes	569,060	589,422
Wyoming Retirement - Screeners	698,543	720,010
Hiring, Supplies & Other	69,717	100,000
TSA Claims - Damages	5,345	10,000
Insurance - Medical & Disability/ HSA	960,093	1,539,450
Fitness/Wellness/ID Theft/EE Rent Supplement	-	-
Reimbursable Expense	10,579	-
Night Security	141,352	146,000
TOJ LEO	583,061	553,635
Total Expenses	9,309,786	8,640,800

INCOME, FUEL FARM	Projected 2022-2023	Budget 2022-2023
Fuel Sales		
AvGas	19,149	19,871
AvGas Revenue	95,642	96,516
AvGas Expense	95,642	96,516
JetA General Aviation	2,885,560	3,257,927
JetA General Aviation Revenue	12,507,239	6,768,541
JetA General Aviation Expense	12,507,239	6,768,541
JetA Airlines	6,149,961	8,284,475
JetA Airlines Revenue	27,341,955	17,211,501
JetA Airlines Expense	27,341,955	17,211,501
AvGas	42,829	41,849
Unleaded Gas	287,343	344,678
Dyed Diesel	81,329	76,677
Glycol Type I	167,267	160,423
Glycol Type IV	34,281	36,157
Total Aviation Fuel Delivered (gals)	9,667,719	12,222,055
Fuel Revenue w/o fuel fees Jet A	31,545,452	23,980,042
Fuel Revenue w/o fuel fees AvGas	96,152	96,516
Customer Facility Fees \$0.05/gal (Jet A)	451,776	577,120
Customer Facility Fees \$0.05/gal (AvGas)	957	994
Fuel Facility Fees \$0.20/gal (Jet A)	1,807,104	2,308,480
Fuel Facility Fees \$0.20/gal (AvGas)	3,830	3,974
AvGas Revenue	588,341	775,525
Unleaded Gas Revenue	521,817	116,329
Unleaded Gas Administration	96,064	89,150
Dyed Diesel Revenue	121,032	13,373
Dyed Diesel Administration	23,717	17,101
Glycol T-I Revenue	1,057,513	779,666
Glycol T-I Administration	319,178	240,756
Glycol T-IV Revenue	136,975	139,125
Glycol T-IV Administration	41,229	14,348
Glycol Disposal Revenue	354,775	328,072
Total Revenues	37,138,412	29,481,088
EXPENSES, FUEL FARM		
Fuel Expense JetA	31,545,452	23,980,042
Fuel Expense AvGas	96,152	96,516
Fuel Expense AvGas	582,893	775,525
Fuel Expense UnleadedGas	638,762	580,281
Fuel Expense DyedDiesel	157,293	111,379
Fuel Expense Glycol T-I	1,050,411	770,620
Fuel Expense Glycol T-IV	147,196	155,179
(Gain)/Loss on Fluctuation AvGas	2,563	2,107
(Gain)/Loss on Fluctuation Unleaded	7,533	4,862
(Gain)/Loss on Fluctuation DyedD	2,818	1,662
(Gain)/Loss on Fluctuation Glycol	13,627	7,327
(Gain)/Loss on Fluctuation Glycol	(4,761)	13,482
-	-	-
Labor	160,271	167,041
Maintenance and Overhead	56,687	52,083
Glycol/delivery overflow sumping	15,000	25,000
PLC backups	12,376	24,194
Training	-	-
LAS Contract (training & calibration)	11,047	13,840
Glycol Disposal Expense	294,381	146,945
Trucking Expense	1,650	1,500
Insurance	-	168,574
Fire Sprinkler/Extinguisher/HVAC	1,500	1,000
Capital Expenses	-	-
Contingency Fees	60,000	-
	18,883,888	27,099,156
Sub-Total Company		
Revenues	37,417,480	29,481,088
Expenses	34,868,273	27,099,156
Funds available for debt service	2,549,207	2,381,932
Interest / Principal Loan Payment	950,335	950,377
Net To/From JHAB	1,598,872	1,431,556

	Projected 2022-2023	Budget 2022-2023
AvGas	4,774	4,774
JetA General Aviation	564,162	564,162
JetA Airlines (ITW)	639,226	639,226
Glycol Type I	-	-
Glycol Type IV	-	-
Total Fuel Delivered (gals)	1,208,161	1,208,161
INCOME, FBO		
AvGas Revenue	31,028	31,028
Jet A General Aviation Revenue	4,795,373	4,795,373
Jet A Airlines (ITW) Revenue	351,574	351,574
Oil Revenue	1,632	1,632
Maintenance	63,972	63,972
Parking/Handling/Tiedown	358,018	358,018
Hangar 2	9,720	5,000
Hangar 3 (Assume 100% starting Jan '24)	-	-
Hangar 4 (16,000 sf x 1.2)	214,400	96,000
Hangar 5 (10,000 sf x 1.2)	134,000	60,000
Hangar 5 (19,600 sf, 100% undetermined)	-	-
Landing Fees	122,824	122,824
Total Income	6,082,541	5,885,421
EXPENSES, FBO		
Jet A CFF (0.05)	60,169	60,169
Jet A FFF (0.20)	193,714	193,714
AvGas CFF (0.05)	239	239
AvGas FFF (0.20)	955	955
AvGas Expense	23,185	4,783
Jet A Expense	1,785,069	1,785,069
Glycol Expense	-	-
Labor (42 FTE)	1,063,977	1,063,977
Administration	28,333	28,333
Rent	-	66,860
Operating Fees	37,260	36,552
Fuel Delivered Fee	112,298	112,298
Landing Fees	104,401	104,401
Uniforms	25,000	12,500
Training	-	16,667
Incentives	-	33,333
Marketing/Branding/Web Design	-	10,000
Software Licensing	4,167	4,167
Supplies & Materials	-	50,000
Credit Card Fees	76,518	73,826
Professional Fees	-	12,500
R&M Building	-	25,000
R&M Vehicles	7,000	25,000
IT Hardware/Radios/Networkin/Cybersecurity	-	23,333
Security/Access Control	-	7,500
Equipment (non-capital)	-	75,000
Equipment Leases	-	33,333
Utilities	10,833	10,833
Glycol Disposal Expense	8,333	8,333
Diesel and Unleaded Fuel	8,333	8,333
Insurance	-	-
Fire Sprinkler/Extinguisher/HVAC	-	5,000
Contingency Fees	534,982	16,667
Capital Expenses	3,943,500	2,000,000
Total Expenses	8,028,266	5,908,675
Sub-Total Company		
Income	6,082,541	5,885,421
Expenses	8,028,266	5,908,675
Funds available for debt service	(1,945,725)	(23,254)
Interest / Principal Loan Payment H3A-C	-	-
Interest / Principal Loan Payment H4-5	-	-
Net To/From JHAB after Loan Payments	(1,945,725)	(23,254)
DOI Payment	102,590	-
Net To/From JHAB after Loan/DOI Payment	(2,048,315)	(23,254)

	Projected FY 2022-3032	BUDGET 2022-2023
INCOME, CAPITAL		
Rehab RWY 1/19 - Phase I (FAA AIP 63/64/67/70)	18,396,145	8,150,670
Seal Coat / Marking (AJA003A)	-	306,260
Rehab RWY 1/19 - Phase I (AJA001C)	-	-
ARPA Grant	2,696,604	-
BIL-AIG	11,300,000	3,300,000
BIL-ATP	-	-
State Equipment Grant	300,365	-
	-	-
PFC Income	1,585,000	1,800,000
CFC Income	1,855,347	1,700,000
CAPITAL PROJECT INCOME	36,133,461	15,256,930
		-

	Projected FY 2022-3032	BUDGET 2022-2023
EXPENSE, CAPITAL		
AIRFIELD		
Runway Reconstruction CA/CO Phase 2 - 2021_2022	1,720,334	641,234
Runway Reconstruction Phase 1 - 2021_2022	213,640	552,268
Runway Reconstruction Phase 2 - 2021_2023	18,285,196	2,224,054
Taxiway A4 Reconstruction - CA/CO - 2022	29,918	30,000
Taxiway A4 Reconstruction - 2022	114,347	439,954
Taxiway A1 Reconstruction - CA/CO - 2022	29,918	30,000
Taxiway A1 Reconstruction - 2022	104,211	452,905
Expand Existing Detention System Design - 2022_2023	-	1,012,417
GA Ramp Reconstruction Design - 2022_2023	-	954,795
Taxilane and Deice Pad Project Design - 2022_2023	966,740	1,008,150
Taxilane and Deice Pad Project (CA/CO) - 2023-2024	-	125,000
Taxilane and Deice Pad Construction - 2023_2024	-	1,500,000
Taxiway A Rehab (North) Design - 2022_2023	504,967	700,000
Taxiway A Rehab (North) CA/CO - 2023_2024	-	100,000
Taxiway A Rehab (North) - 2023_2024	-	1,250,000
Seal Coat and Mark Pavements - CA/CO	495,577	290,000
Wildlife Hazard Modifications	-	120,000
ATCT Upgrades	-	1,000,000
EQUIPMENT		
Replace Operations Vehicles	80,000	220,000
New SRE (Broom or Plow trucks)	125,000	125,000
New Loader/Dozer	-	1,000,000
Pavement Rubber/Paint Removal Vehicle	580,000	550,000
SRE attachments	200,000	142,000
FBO		
Hangar 3A-C & GSE CMAR Pre-Construct Services	248,323	17,007
Ph 2 - Construct Hangar 3 & GSE Building	7,670,841	30,000,000
Ph 2 - CA/CO	425,000	1,250,000
FBO Terminal & New Hangars Design	1,983,339	2,148,071
FBO Terminal & New Hangars Design CMAR Cons. Svcs	696,551	38,000
LANDSIDE		
EV Charging Stations	-	1,500,000
Terminal Curb Repair	72,181	-
Upgrade Tower HVAC Nat. Gas	-	150,000
MINOR PROJECTS/JAC OPS		
Terminal Paging System/Upgrade	-	250,000
Automated Floor Cleaner	-	60,000
Alert Phone System	15,000	75,000
New Gate Hangar 5	80,000	80,000
Wildlife Fence	-	100,000
Taxiway A Rut Repair	100,000	100,000
Lighting Control System	-	80,000
New ATIS	-	100,000
Bagbelt System Upgrades	-	400,000
TERMINAL		
Restaurant Project - CA/CO	426,556	412,725
Restaurant Expansion Project - Construction	14,999,467	13,791,717
Restaurant Expansion Project - Basement Fit-Out	750,000	650,000
Special Inspections and Testing	-	30,000
Restaurant Furniture	332,559	1,150,000
Checkpoint Project - Construction	5,658,196	5,104,007
Special Inspections and Testing	-	10,000
TSA Screening Equipment Relocation 2x	155,437	100,000
ATO to Holdroom Project-CA/CO	28,576	55,000
ATO to Holdroom Project-Construction	1,595,760	751,690
ATO to Holdroom Project-Furniture	91,407	-
Restaurant Kiosk Relocation - Furniture	-	137,692
Exit Lane Breach Control System	21,450	-
ATO Relocation	2,321	-
Fuel Farm Expansion	3,030,363	-
Project Coordinator/Owners Rep	88,013	52,255
Debt Service	680,772	600,000
CAPITAL PROJECT EXPENSE	62,601,959	73,660,940

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Town Council Regular
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Center for the Arts Lease Comprehensive Review Scoping Staff Report	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council makes all decisions related to changing priority work of staff and the Council. Direction was provided by Council to bring back a scoping report regarding a comprehensive lease review and usage of the Center for the Arts (CFA). Additionally, the Town Council approves all major lease agreements for the Town of Jackson and any amendments of those agreements. Because the lease includes Teton County as a leaseholder, the Town could conduct a review but any amendments would also require Teton County's approval and concurrence from the lessee.

Requested Action.

Staff requests Council provide direction on whether or not to conduct a comprehensive lease review and usage of the CFA.

Recommendations.

Staff makes no recommendation.

Background.

At its May 2, 2022 meeting, direction was provided by Council to bring back a scoping report regarding a comprehensive lease review and usage of the CFA. The issue before the Council that prompted the motion for a scoping report was a request for approval of their annual benefit (a concert) to be held outdoors on the lawn at the CFA that has significant impact on the surrounding neighborhood related primarily to noise and parking. Neighborhood comment was received regarding the event in question and the event was ultimately approved by the Council prior to making the motion for the scoping report. The CFA lease limits the number of events and sets parameters for events at the CFA.

A comprehensive review would include an analysis of the current lease agreement (including amendments) and events at the CFA that generate public comment. Because Teton County is also a party to the lease, after a comprehensive review on the Town side, any requests for amendments to the lease would also need to be discussed with the Teton County Commissioners. Council will want to consider this item in concert with all of Council's other priorities and joint priorities with Teton County to determine how much time, if any, staff should direct toward this comprehensive lease and usage review. Staff anticipates reviewing would involve approximately 21 hours combined from the following staff members.

Center for the Arts Comprehensive Lease and Usage Review		
Component	Responsible Department	Combined Staff Time Estimated
Lease and Amendment Analysis	Town Legal	2.5
Special Event Usage and History	Community Development and Personnel/Clerk	4
Staff Report Prep and Mtgs with Center for the Arts Staff	Administration	4
Staff Report Meeting	Legal, Community Development, Personnel/Clerk, Administration, Parks & Rec	3.5
Staff Report Finalization	Administration	3
Depending on Council Direction - Joint Information Meeting Report Preparation	Legal, Community Development, Personnel/Clerk, Finance, Administration	4
Total		21

The above chart does not include potential staff time should Council direct that an amendment be prepared and presented at a subsequent meeting where the information was presented, or staff time spent negotiating and recording any amendments approved by Council.

Staff estimates that the time commitment from Council to read materials and speak to constituents at approximately 1 - 2 hours per Council member for a combined total of 5-10 hours. Staff estimates time needed at Council meetings to consider the information presented, including time for public comment and comment from Center for the Arts staff, will be approximately 1.5 hours at a minimum at 1 Council workshop. Staff anticipates substantial public comment at meetings where the issue is before Council for consideration. Should Council choose to provide direction for an amendment, staff roughly estimates approximately 1 additional hour at a separate Joint Information Meetings (JIMs).

Analysis.

The key points for Council to consider in deciding whether to move forward with this work include:

Point #1. Adding/Delaying/Deferring/Replacing Other Council Priorities

The Town Council set their priorities for the next 2 years in February along with the available time they have at workshops in calendar year 2023. Should the Town Council wish to move forward with this initiative, it is advised that Council consider whether this item is discrete enough that it can be added without, delaying, deferring, or replacing established priorities.

Point #2. Staff Capacity

Similar to the priority point noted above, Council should consider the staff capacity of researching and preparing information to be presented and how that may impact the day-to-day duties of staff.

Point #3. Impact of Action or Inaction on Neighbors and CFA

Deferring or choosing not to review or ultimately make changes may lead to the same amount or an increased amount of public comment at each Council meeting where outdoor events are requested. If Council ultimately takes action that addresses neighbor concerns, staff and the Council could see an increased amount of comment from CFA staff.

Possible Alternatives.

No Action. Council could take no action on this scoping report and, pursuant to the Council's Rules and Procedures, the issue would be added to the PI list for tracking and potential discussion at the next Council retreat.

Comprehensive Plan & Priority Alignment.

Utilizing the scoping report process allows Council to consider new priorities as they relate to already existing priorities established at the most recent Council retreat. Any comprehensive plan alignment related to the Center for the Arts lease and uses would be presented should Council choose to provide direction to move forward with this initiative.

Fiscal Impact.

None at this time.

Staff Impact.

Preparation of this scoping report took approximately 4 hours combined. The estimated staff time to conduct a comprehensive review of the Center for the Arts lease is estimated at 21 hours of work by the staff identified in the table in this staff report.

Attachments or Links.

Town Council 2023 and 2024 Priority List.

Suggested Motion.

I move to direct staff to prioritize a comprehensive lease review and usage of the Center for the Arts (CFA) and present that review when it is completed.

OR

I move to direct staff to place a comprehensive lease review and usage of the Center for the Arts (CFA) on the PI list for future consideration.

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Regular Town Council meeting
Submitting Department:	Community Development	Presenter:	Tanya Anderson
Agenda Item:	Hosting Mountain Towns 2030 Scoping Staff Report	Public Comment:	Yes

Purpose & Policy Considerations.

At its December 19th, 2022, Regular Town Council meeting, Town Council voted for staff to draft a Scoping Report about the time and staff capacity it will take to host the Mountain Towns 2030 Climate Solutions Summit in 2024.

Requested Action.

Please consider this item in tandem with Council's calendar and work plan to determine how much time, if any, staff should spend on hosting the Mountain Towns 2030 Climate Solutions Summit in coordination with the Mountain Towns 2030 staff.

Recommendations.

Staff recommends this item be added to the Community Development Department work plan to achieve in 18 months while delaying or deferring other priority work.

Background.

Mountain Towns 2030 is an organization made up of communities in the Western United States with a tourism-based economy who have committed to aspirational climate action goals, such as the Net Zero 2030 resolution passed by the Jackson Town Council on April 6th, 2020. They provide classes, community, and other resources to help mountain towns achieve their climate action goals. They also host an annual gathering of stakeholders from mountain and outdoor communities called the Climate Solutions Summit. The first summit was hosted by Park City, Utah in 2019. After a two-year hiatus due to the Covid-19 pandemic, Breckenridge, Colorado hosted the 2022 summit. Two Town of Jackson staff attended the 2022 summit along with five community members from local non-profits and businesses. At the 2019 event, previous Town Manager Larry Pardee informally volunteered Jackson to host in 2023. Upon his departure in 2022, staff worked with the Mountain Towns 2030 organization to postpone our involvement and learn more about what hosting a future summit would entail.

Analysis & Key Policy Questions.

Town Council recently set its priorities for the next two years. If Council wants to move forward with this item, it will need to consider delaying, deferring, or replacing other already agreed upon priorities.

According to Mountain Towns 2030 staff, Climate Solutions Summit host communities should have venues with capacity for up to 500 attendees over two days, mid-week, in the fall. They should also have smaller venues available for breakout sessions and social gatherings. Venues that don't feel like hotel conference centers are preferred. If the Town of Jackson hosts the summit, we will likely have fewer attendees than Breckenridge did due to the distance from Colorado resorts. However, a higher percentage of attendees will fill hotel rooms and spend money in the community rather than commuting.

The Center for the Arts seats 500 people and would be an ideal location for the event. Breakout sessions could take place at local stores, theaters, hotels, restaurants, and outdoor spaces that are within walking distance of the Center for the Arts. Previous summits have taken place in late September. However, early October is also acceptable. If the Town of Jackson wishes to host a future summit, committing at least 16 to 18 months in advance is recommended in order to reserve spaces in venues and hotels.

Mountain Towns 2030 staff do all of the event planning, reservations, and agenda creation for the Climate Solutions Summit. However, they look to their host communities for local knowledge regarding venues, sponsors, directions, and local projects to highlight. The host community should expect to support the development of the agenda and programming, engage local organizations in the event, assist with local permits as needed, help recruit local volunteers, and provide introductions to local sponsors at the event. Mountain Towns 2030 also looks for a financial contribution from the host community, estimated to be around \$125,000, to offset some of the costs of hosting the conference. The host community benefits from the revenue generated by attendees.

By the fall of 2024, our community will have several projects underway worth highlighting for conference attendees, including the Town of Jackson Sustainability Plan and the Sustainable Destinations Management Plan. The Conference could also highlight green businesses, the work of our local nonprofit community, environmentally themed public art, efforts to improve human-wildlife coexistence, and our access to public lands.

Hosting the conference locally will not only bring regional and national attention to the work we are doing to address climate change, but it will also encourage more local community members to attend. Greater participation in this event by Town of Jackson staff and local community members will help build the consensus and support needed to accelerate progress towards our sustainability goals.

Hosting the Mountain Solutions Summit in 2024 will bring economic benefits to our community during the shoulder season and will highlight the work that Jackson is doing to promote sustainability on a national level. More importantly, it will educate our own community about our new sustainability goals and build excitement and momentum locally to support them. Hosting the Mountain Solutions Summit will provide local leaders the opportunity to learn from other communities and will serve as a catalyst for sustainable action at a community level. Hosting a large event with local participation will have benefits for years to come.

Key Question: Does Council want to proceed with hosting Mountain Towns 2030 in fall of 2024, and if so, what other priority(s) will potentially need to be delayed, deferred, or replaced?

Fiscal Impact.

Mountain Towns 2030 seeks a financial contribution from host communities to offset the cost of the summit. The estimated fiscal impact is: **\$125,000**. This amount can be negotiated, and typically includes supporting general session venue costs, event promotion, approximately 17 rooms for staff and speakers for up to 4 nights, and general support that helps keep the event affordable for staff of other mountain communities to attend. The Town of Jackson could apply for event funding through the Travel and Tourism Board's grant program to support marketing and promotion or the staging of the summit. Typical awards range from \$35,000 to \$75,000 and are only available for events that take place in the fall, winter, or spring. An event that takes place the last week of September or in early October would qualify. Other sources of financial support include non-profit and business sponsorships. Additionally, many hotels offer comp rooms once a pre-determined number of rooms have been filled, which can help cover the cost of accommodations for staff and speakers. Revenue generated by local businesses offset the Town's financial contribution. Council should consider where funding would come from if external funding sources do not cover the full fiscal impact. If adequate financial support is not received from the Travel and Tourism Board and other external sources, staff will bring this item back to Council to discuss negotiating a lower financial contribution or withdrawing from hosting the event.

Staff Impact.

Staff will have to delay work on the following projects to pursue this item:

- Implementation of some strategies from the Town Sustainability Plan

The total estimated staff time for this project is 40 hours with time spent by the Community Development, Administration, and Public Works departments. Staff spent approximately two hours gathering information and preparing this staff report and presentation.

Attachments or Links.

Town Council Calendar and Priority List.
2023 Summit RFP Sample

Suggested Motion.

I move to direct staff to prioritize hosting the Climate Solutions Summit in 2024 and to delay or defer the implementation of some strategies from the Town Sustainability Plan until it is complete.

OR

I move to direct staff to place this item on the PI list for future consideration.

SCOPING STAFF REPORTS

PROJECT	DEPARTMENT LEAD	REQUESTOR	MOTION MADE	BRING BACK DATE
				(60-ISH DAYS)
Construction Management Plans	Public Works	JR	8/15/22	February
Airport Capital Budget & Related Engagement	Admin	AJ	9/6/22	September
Center for the Arts Lease	Admin	AJ	5/22/22	March
Potential to Host Mountain Towns 2030	Comm. Dev.	JSC	12/19/22	March
Indoor Vaping Ordinance	Legal	HML	2/6/23	May
Research About Censure Policy	Legal	JR	2/9/23	June



2023 Climate Solutions Summit Host Community Overview

Overview

The MT2030 Climate Solutions Summit is the annual gathering of over 500 key stakeholders from mountain and outdoor communities: local government elected officials, staff and sustainability teams, ski resorts, businesses, and community leaders, working together to implement bold ideas to meet the net zero-carbon commitment.

The Summit is the only event that brings mountain communities together in a collaborative format to trade ideas, best practices and implement achievable solutions to effectively address the climate crisis.

It will take place over two full days in September 2023. It will feature keynotes from some of the world's foremost climate experts, panel conversations, and hands-on workshops that deliver the knowledge, networking opportunities, and specific tools attendees need to accelerate their community's progress against bold climate goals.

We will also engage the local community by inviting them to the evening keynote address; Dr. Jane Goodall and Pete McBride have been our guests in the past.

Vision: Host Community Partnership

We are seeking a host community that shares our core values, and that is making a commitment to meaningful climate action. We will work in close partnership with our host in all aspects of the event planning so that the Summit reflects their environmental commitment and initiatives, and that our mission of uniting mountain communities around climate action is inclusive of the local community and businesses.

Host Community Requested Commitments:

- Sponsorship contribution
 - \$100k requested to offset event costs, a tax-deductible contribution to MT2030
- Provide General Session venue free of charge
 - Capacity: 500 attendees
 - 3 days total (1 setup, 2 event)
- Assistance with hotel properties and affordable options for attendees, booking assistance
 - 500 Summit attendees expected
- Reasonable number of comp rooms for MT2030 staff & speakers
 - 7 staff rooms (3-4 nights)
 - 10 speaker rooms (1-3 nights)

- A primary contact from the host community
 - Participate in the development of the Summit agenda, programming, community engagement plan, etc.
 - Provide introductions to potential local sponsors
 - Responsible for engaging local organizations in the event, i.e. programming, local marketing, etc.
 - Assistance with local permits and other requests/needs as they arise
 - Volunteer coordinator to procure and manage local volunteers

Benefits to Host Community Partner:

- Host community will be recognized in the 2023 Summit logo lockup, all marketing/PR efforts, onsite signage, etc.
- Revenue from hotel bookings and local businesses/restaurants (500+ attendees total)
- Community leaders will be included in the Summit opening remarks
- Will reinforce and showcase your community's leadership on climate and sustainability to peer communities, the media, and throughout your community

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Regular meeting
Submitting Department:	Community Development/County Administration	Presenter:	Dr. Charlotte Frei
Agenda Item:	Selection of representative to Regional Transportation Task Force	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council to appoint a Town of Jackson representative to the Regional Transportation Task Force (Task Force). The Task Force is being convened by Regional Transportation Planning Administrator Charlotte Frei per direction from Town Council and Teton County Commissioners.

Requested Action.

Staff is requesting Town Council appoint a qualified staff person to the Task Force. Per the invitation, the person appointed to the Task Force should have the following skills or capabilities:

- *Knowledge of transportation services and needs in your jurisdiction.*
- *Familiarity with organizational operations, e.g. human resources, administration, funding, etc.*
- *Ability to communicate with elected bodies and other staff to receive input regarding meeting topics in advance of or following meetings.*
- *Ability to request resources from or commit resources on behalf of their organization.*
- *A willingness to engage productively in conversations on the three goals listed [earlier in the letter].*

Recommendations.

Staff is recommending Charlotte Frei to represent Town of Jackson as the joint Town-County employee tasked with transportation planning and advancing regional transportation planning governance per the Integrated Transportation Plan (ITP).

Background.

Based on policy direction in the Integrated Transportation Plan (ITP) and extensive research and peer interviews, Charlotte Frei prepared high-level recommendations for developing a first-stage charter for a regional transportation planning entity at an October 3, 2022 Joint Information Meeting. Among these recommendations was to convene a Regional Transportation Task Force (Task Force). Between October and February, Dr. Frei developed a facilitation plan and scope of work and selected a consultant to facilitate meetings of the Task Force. On March 9, 2023, Dr. Frei sent invitations to 24 agencies/boards representing municipalities, counties, and State and Federal agencies to select one representative to participate in the Task Force. The first meeting of the Task Force will take place on May 5, 2023, so the invitation was sent to provide every agency sufficient time to select and confirm their representative's participation. The final meeting of the task force is scheduled for October 18, 2023 to provide sufficient time to prepare and present Task Force recommendations and outcomes to Town Council in December 2023.

As of April 11, the draft submittal date for this staff report, 14 organizations have responded to the invitation. Of these, 13 are sending a staff person as requested and 1 is sending an elected official. The representatives tend to be the Town Manager or County Administrator, a department director (such as Public Works), an external affairs coordinator, or a staff member with extensive transportation and planning expertise.

Charlotte Frei is the project manager for the consulting contract with Fehr & Peers to facilitate the Task Force meetings and generate recommendations. While in Task Force meetings, Dr. Frei will represent the adopted policies of the ITP and October 3, 2022 JIM meeting. She also has sufficient direction from the Town and County based on the October 3, 2022 JIM meeting (regarding near-term goals and a phased approach to building regional governance) to participate in the meetings while managing the process outside of the meetings. It is incumbent on Dr. Frei to inform the Town if the responsibility of representing the Town and County while managing the overall regional governance process is too time-consuming or presents other challenges. Please see the attached letter for more background information.

On March 20, the Board of County Commissioners adopted a motion to appoint Charlotte Frei to represent Teton County. Staff recommends Charlotte Frei also represent the Town of Jackson as a joint employee of both the Town and County. Charlotte Frei was hired in the role of Regional Transportation Planning Administrator to advance the goals and priority actions in the adopted Integrated Transportation Plan. It is appropriate for her role and she has the capacity to represent the Town and County on the Task Force.

Analysis & Key Policy Questions.

A key question is whether staff or an elected official should participate. While elected officials provide policy direction to staff, ultimately participating in a Joint Powers Agreement or other interagency agreement that might emerge from Task Force will be the responsibility of staff. Staff are tasked with operationalizing or carrying out the policy directives of elected officials. For this reason, a staff member can represent the practical implementation challenges of a potential new interagency agreement. Staff are also familiar with the adopted policies of their employers.

Town Council may also ask, “why is participation limited to one individual?” Prior to releasing the RFP, Dr. Frei called several national facilitation experts to understand what kind of information they would need to bid on a Request for Proposals. Experts noted that a group larger than 30 is nearly impossible to manage focused, actionable, or meaningful conversations. Beyond 30 persons, the meetings would function more like open houses and would not generate specific directions/tasks to move the conversation of a regional transportation planning entity to a clear destination. Twenty-four (24) organizations have been invited to participate in the Task Force, so participation is limited to one per organization.

Another question is “what is the role of the representative?” The representative needs to be able to communicate with elected bodies and other staff to receive input prior to meetings, as well as report the results of the meetings. Meetings may result in operational or planning questions that the representative should take back to their organization to understand what is feasible or implementable.

Possible Alternatives.

1. The Town could *choose not to participate* in the Task Force. As directed by the ITP, Dr. Frei will be leading the process and participating as the County’s representative. If the Town chooses not to appoint a specific Town representative, Dr. Frei will still be present representing the policies and strategies adopted in the ITP. Dr. Frei will also present to JIM meetings periodically to share the status and interim recommendations of the Task Force.
2. The Town could appoint an alternative *staff member*.
3. The Town could appoint a *member of Town Council*. Per the advice of facilitation experts and the role of each Task Force member, the Councilmember would be responsible for gathering input and

reporting outcomes of each meeting. The Councilmember would be expected to represent the adopted policy and implementation perspectives reflecting a majority of Council.

Comprehensive Plan & Priority Alignment.

Principle 7.3 of the Comprehensive Plan is to “Coordinate transportation planning regionally.” This Task Force will develop a recommended framework, in the form of a Joint Powers Agreement or other cooperative agreement, to fulfill Principle 7.3.

Fiscal Impact.

The fiscal impact of this selection may include travel time, transportation costs and time spent participating in the Task Force. Currently staff expects all these meetings will occur in Jackson, WY so travel time and cost is expected to be limited. If meetings occur elsewhere in the region, travel time will not be more than one hour from Jackson (e.g. Colter Bay; Alpine, WY, or Pinedale, WY due to centrality).

For the overall facilitation process, Teton County executed a contract with Fehr & Peers on February 21, 2023 in the amount of \$144,350. In FY2023, staff anticipates \$54,350 will be invoiced to Teton County then cost-shared at 50% with Town of Jackson. For FY2024, staff has requested \$90,000 in the FY24 budget split between the Town and County to cover the remaining contract value to complete task force meetings and deliverables.

Staff Impact.

The staff impact of preparing this staff report, discussing it with Town Manager Tyler Sinclair, and attending a Council Meeting was 3 hours.

The potential staff impact of participating in the task force will be approximately 40 hours between May 2023-October 2023 to prepare for (20 hours) and participate in (20 hours) Task Force meetings. Dr. Frei has allocated 300 hours for the regional governance effort in the calendar year 2023.

Attachments or Links.

March 9, 2023 invitation to Town of Jackson to participate in the Task Force.

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

I move to appoint Charlotte Frei to represent the Town of Jackson on the Regional Transportation Task Force.



March 9, 2023

Dear Mayor Morton Levinson and Jackson Town Council,

We are writing to invite the Town of Jackson to participate in facilitated meetings to coordinate transportation planning regionally. This letter is being sent to elected officials or department heads for determination as to who is most appropriate representative to participate in the meetings.

As background, in 2020, Teton County, Wyoming and the Town of Jackson, Wyoming adopted an Integrated Transportation Plan recommending the creation of a Regional Transportation Planning Organization. This recommendation aligned with the Comprehensive Plan Principle 7.3 to “Coordinate Transportation Planning Regionally”. We are reaching out with the hope that you will join us in forming a Regional Transportation Task Force to explore regional transportation goals, functions, and future organization.

Regions that have coordinated, comprehensive and continuous transportation planning can prioritize and fund critical transportation infrastructure effectively. Many lessons can be learned from existing statewide and local planning processes, but we also have an opportunity to create something unique to meet our transportation needs. Our intent, through this facilitated process, is to achieve the following goals in calendar year 2023:

Goal 1: Identify, study and provide recommendations for developing regional transportation plans.

Goal 2: Build regional transportation partnerships, and further identify the structure for partnerships and necessary agreements to carry out transportation planning.

Goal 3: Draft a joint powers agreement (JPA), or other necessary agreements, to carry out regional transportation planning.

While we do not know yet what form any agreements or organizations may take, we hope this will be a consensus-building process reflecting transportation perspectives across the region. The Table on the next page indicates organizations invited to participate in this process, and we are requesting one committed participant per listed organization. We request that a **full-time staff member** represents the Town of Jackson’s transportation planning and service delivery interests. However, we understand if schedules or staff capacity require that an elected official be your representative. The person you select should possess the following skills and capabilities:

- Knowledge of transportation services and needs in your jurisdiction.
- Familiarity with organizational operations, e.g. human resources, administration, funding, etc.
- Ability to communicate with elected bodies and other staff to receive input regarding meeting topics in advance of or following meetings.
- Ability to request resources from or commit resources on behalf of their organization.
- A willingness to engage productively in conversations on the three goals listed above.



As a first step, our consultant, Fehr & Peers, will contact your selected representative to schedule an interview to understand your local perspective. We are also scheduling five group meetings to discuss specific elements of coordinated regional transportation planning:

- Meeting 1:
 - o Friday, May 5 from 11 am – 2 pm at The Virginian Lodge in Jackson, WY
 - o Group Introductions and Regional Transportation Goals; confirm meeting calendar and locations
- Meeting 2:
 - o Friday, June 2 from 11 am -2 pm at The Virginian Lodge in Jackson, WY
 - o Desired Functions of a Regional Transportation entity
- Meeting 3:
 - o Monday, June 26 from 11 am – 2 pm in TBD
 - o Decision-making process and Long-range planning; projects of regional significance and performance benchmarks
- Meeting 4:
 - o Friday, September 15, 2023 from 11 am – 2 pm in TBD
 - o Representation, Performance Measures, and Funding alternatives; Draft JPA parameters
- Meeting 5:
 - o Wednesday, October 18, 2023 from 11 am – 2 pm in TBD
 - o Topic: Process/Finding Validation Discussion; validated JPA parameters

Continuity of the group and conversations are important for building consensus, so we hope that the selected representative can attend every meeting listed above. The project team will create a website with minutes from each meeting accessible to elected officials, staff, and the public. The website will support your representative in communicating the discussion and outcomes from each meeting.

Please confirm your participation by emailing Charlotte Frei, Jon Nepstad and Tim Baird (both copied on this letter) with the name and contact information of your representative by April 12. Please feel free to reach out to Charlotte Frei with any questions regarding this invitation. Fehr & Peers will reach out to schedule the interview. We hope you will join us as we embark on more coordinated regional transportation planning!

Thank you,

Charlotte Frei, PhD, PE
Regional Transportation Planning Administrator
Teton County, WY and Town of Jackson, WY

**Table of Invited¹ Parties**

Teton County, WY
Town of Jackson, WY
Lincoln County, WY
Town of Alpine, WY
Teton County, ID
City of Driggs, ID
City of Victor, ID
Sublette County, WY
Town of Pinedale, WY
Wyoming Department of Transportation (WYDOT) District 3
WYDOT Planning Office
Grand Teton National Park
Yellowstone National Park
Bridger-Teton National Forest
Caribou-Targhee National Forest
Idaho Transportation Department District 6
Teton Village Association
START Bus
Jackson Hole Airport
FHWA Central Federal Lands
FHWA Western Federal Lands

¹ The Task Force is government agencies with transportation planning functions. Non-governmental organizations, non-profits and the general public will be invited to participate in a Citizens' Advisory Committee.

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Regular (Consent)
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Execution Agreement Opioid Settlement MOU	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider signing onto a statewide opioid lawsuit settlement agreement, the *OneWyo II Opioid Settlement Memorandum of Agreement*, for five companies with which the state is currently involved in litigation (Teva, Allergan, CVS, Walgreens, and Walmart) and for any future settlements with like opioid suppliers, manufacturers, and distributors.

Requested Action.

Staff requests Council consider this item and enter into the *OneWyo II Opioid Settlement Memorandum of Agreement*.

Recommendations.

Staff recommends Council execute the *OneWyo II Opioid Settlement Memorandum of Agreement*.

Background.

In recent years a variety of companies involved in opioid production and distribution have been sued by various government agencies and jurisdictions throughout the country. The State of Wyoming (and some counties and cities individually) joined these lawsuits with the goal of holding the companies accountable for the opioid epidemic with respect to its effects in Wyoming. Though many political subdivisions in Wyoming have not actively litigated the cases, they have been afforded the opportunity to join the settlements – including the Town. In late 2021, the Town did so, entering into the *OneWyo Memorandum of Agreement* (pertaining only to the litigation involving J&J, Purdue, and some distributors) and received settlement funds earlier this year. The Town will continue to receive funds pursuant to this first *OneWyo Memorandum of Agreement* until, about, 2039.

Analysis.

In February 2023, the opportunity to participate in another settlement agreement, which concerns allocation of settlement payments from five different companies (Teva, Allergan, CVS, Walgreens and Walmart) arose. In addition, during negotiations on this settlement, the State and subdivisions agreed it would be wise to draft this agreement so it would control for any future settlements with like opioid suppliers, manufacturers, and distributors, thus avoiding the hassle of renegotiating the settlement again should the parties settle with more companies. The Town Attorney participated in discussions with the State and, approximately, 35 Wyoming political subdivisions. The attached agreement is the result of the negotiation. The highlights of the agreement are:

1. The total amount of money the State of Wyoming will receive depends on national settlement agreements (this amount is estimated but not known at this time).
2. Funds received through the national settlement will be split as follows:
 - a. 35% will be allocated to the State and 65% will be allocated to the local governments with the sole exception of the Teva Settlement Agreement, for which 25% will be allocated to the State and 75% will be allocated to the local governments.
3. The Town will receive a proportion of the total local government share under a model developed in a national litigation case, which is set at 0.56% (of the 65% and 75% respective local government share, as described above).
4. The funds received by the Town must be used in accordance with the “approved uses” set forth in the agreement, which are broad and include opioid treatment, intervention measures, criminal justice issues, needs of those who

are pregnant or may become so and have an opioid use disorder, as well as the prevention of over prescription, death, and overdose.

5. There are reporting requirements due annually by January 1 (Finance and Administration are aware of these requirements).

Possible Alternatives.

Council could elect not to participate in the settlement (meaning the Town would not receive funds).

Comprehensive Plan & Priority Alignment.

N/A.

Fiscal Impact.

The Town will receive funds from this settlement agreement over roughly, the next 15 years. The exact amount of money that will be ultimately received is difficult to determine because the final nationwide settlement is not executed yet and because the companies may take advantage of early payment bonus options.

Staff Impact.

The staff impact on this item thus far has been from the Town Attorney, who spent 10 hours total negotiating the settlement, updating Council, reviewing the document and communications, and drafting the staff report.

Managing the settlement and the funds coming into the Town will be hosted in the Legal and Administrative Departments and are expected to average 2-3 hours per year.

Attachments or Links.

OneWyo II Opioid Settlement Memorandum of Agreement

Suggested Motion.

I move to approve the *OneWyo II Opioid Settlement Memorandum of Agreement* and authorize the Mayor to execute the Agreement, subject to minor changes by staff.

OneWyo II Opioid Settlement

Memorandum of Agreement

Whereas, Pharmaceutical Supply Chain Participants have contributed to the opioid epidemic, which has in turn harmed the people and communities of the State of Wyoming.

Whereas, the State of Wyoming, through its Attorney General, and certain Participating Local Governments are separately engaged in investigation, litigation, and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage they have caused in Wyoming.

Whereas, other Participating Local Governments, while not engaged in separate litigation, have supported the State's efforts in the legal fight against the opioid crisis.

Whereas, the State and all Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants' misconduct throughout the State of Wyoming.

Whereas, jointly approaching Settlements with Pharmaceutical Supply Chain Participants benefits all Parties by improving the likelihood of successful Settlement and maximizing the recovery from any such Settlement.

Whereas, specifically, the State and Participating Local Governments anticipate that Settlements with major Pharmaceutical Supply Chain Participants will take the form of a national resolution (National Settlement Agreement) and Wyoming's share of any such resolution will be maximized only if Wyoming's political subdivisions of a certain size participate in the National Settlement.

Whereas, the State and Participating Local Governments intend this agreement to facilitate their compliance with the terms of any National Settlement Agreement.

Whereas, the State and Participating Local Governments anticipate that the National Settlement Agreement will provide a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of payments (State-Subdivision Agreement).

Whereas, the State and Participating Local Governments intend this agreement to serve as a State-Subdivision Agreement under any Settlement.

Whereas, the aforementioned investigation and litigation have caused some Pharmaceutical Supply Chain Participants to declare bankruptcy, and they may cause additional Pharmaceutical Supply Chain Participants to declare bankruptcy in the future.

Whereas, the State and Participating Local Governments intend this agreement to serve as a State-Subdivision Agreement under resolutions of relevant claims against Pharmaceutical Supply Chain Participants entered in bankruptcy court that provide payments to both the State and its subdivisions and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement (Bankruptcy Resolution).

Now, therefore, in consideration of the foregoing, the State and its Participating Local Governments, enter into this “OneWyo II Opioid Settlement Memorandum of Agreement” (MOA) relating to the allocation and use of the proceeds of any Settlement as described in this MOA.

I. Definitions

As used in this MOA:

- A.** “Approved Use(s)” means any opioid or co-occurring substance use disorder related strategies, projects, or programs that fall within, or are reasonably related or otherwise consistent with, the list of uses set out in Exhibit A, attached hereto and incorporated herein by reference.
- B.** “Bankruptcy Resolution” takes the meaning set out in the above recitals.
- C.** “Localized Share” takes the meaning set out in Section II of this MOA.
- D.** “National Settlement Agreement” takes the meaning set out in the above recitals.
- E.** “Opioid Funds” means the monetary amounts obtained through a Settlement as defined in this MOA, but does not include any separate fund or other device described in Section V of this MOA for the payment of any attorneys’ fees and expenses incurred in litigating against any Pharmaceutical Supply Chain Participant. Also not included are any funds made available in a National Settlement Agreement or any Bankruptcy Resolution for the reimbursement of the United States Government.
- F.** “Participating Local Governments” means all counties, cities, and towns within the geographic boundaries of the State of Wyoming that have signed this MOA. The Participating Local Governments may be referred to separately in this MOA as “Participating Count(ies)” and “Participating Cit(ies).”
- G.** “Parties” means the State of Wyoming and all Participating Local Governments.
- H.** “Pharmaceutical Supply Chain” means the process and channels through which opioids or opioid products are manufactured, marketed, promoted, distributed, or dispensed.

- I. “Pharmaceutical Supply Chain Participant” means any entity that engages in or has engaged in the manufacturing, marketing, promotion, distribution, or dispensing of opioids.
- J. “Settlement” means the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Governments, specifically including the National Settlement Agreements involving Allergan, Teva, CVS, Walgreens, and Walmart, as well as, any and all future settling Pharmaceutical Supply Chain Participants.
- K. “State-Subdivision Agreement” takes the meaning set out in the above recitals.
- L. “Statewide Share” takes the meaning set out in Section II of this MOA.
- M. “The State” means the State of Wyoming acting by and through its Attorney General.

II. Allocation of Opioid Funds

- A. All Opioid Funds will be divided proportionally with 35% allocated to the State (Statewide Share) and 65% allocated to the Participating Local Governments (Localized Share) with the sole exception as to the Teva Settlement Agreement. In only the Teva Settlement Agreement, Opioid Funds will be divided proportionally with 25% allocated to the State (Statewide Share) and 75% allocated to the Participating Local Governments (Localized Share).
- B. The Localized Share will be allocated to the Participating Local Governments in the proportions set out in Exhibit B, attached hereto and incorporated herein by reference, which is based upon the opioid negotiation class model developed in connection with *In re: Nat’l Prescription Opiate Litigation*, MDL 2804 (N.D. Ohio). The proportions set forth in Exhibit B provide payments to (1) all Wyoming counties, and (2) all Wyoming cities and towns with populations over 10,000 based on the United States Census Bureau’s Vintage 2019 population totals.
- C. If a county or city listed on Exhibit B does not join this MOA, then that non-Participating Local Government’s allocation of the Localized Share as identified in Exhibit B will be reallocated to the Localized Share to be distributed in accordance with the remaining proportions set for in Exhibit B.
- D. Any Participating Local Government allocated a share in Exhibit B may elect to direct its share of current or future annual distributions of Localized Share Funds to the Statewide Share.

III. Use of Opioid Funds

- A.** Regardless of allocation, all Opioid Funds must be used in a manner consistent with the Approved Uses definition, or a substantially similar definition memorialized in a subsequent Settlement that becomes an order of a court. No Opioid Funds will be used as restitution for past expenditures. Rather, Opioid Funds must be used in a present and forward-looking manner to actively abate and alleviate the impacts of the opioid crisis and co-occurring substance abuse in Wyoming. Compliance with these requirements will be verified through Section VI's reporting requirements.
- B.** The Statewide Share must be used only for (1) Approved Uses within the State of Wyoming or (2) grants for Approved Uses within the State of Wyoming. The State of Wyoming, Department of Health will serve as the lead agency responsible for distributing and using the Statewide Share in a manner that in its judgment will best address the opioid crisis within the State.
- C.** The Localized Share must be used only for (1) Approved Uses by Participating Local Governments or (2) grants for Approved Uses.
- D.** Each Participating County shall regularly consult with and receive input from its constituent cities and towns regarding effective distribution and use of the Localized Share Funds. Each Participating County shall make reasonable and good faith efforts to not only secure the collaboration of each of its constituent cities and towns, but also to use the Opioid Funds in a manner that benefits the residents of each constituent city and town, regardless of population.
- E.** Notwithstanding any term of this MOA, Participating Local Governments may collaborate with local governments both within and beyond their borders for the purpose of more effectively using Opioids Funds to abate the opioid crisis.

IV. Method of Distribution of Opioid Funds

- A.** Unless newly-enacted legislation or the terms of a Settlement that becomes an order of a court provides otherwise, the Statewide Share will be distributed to the Wyoming Department of Health through the Wyoming Attorney General acting as trustee, agent, or attorney-in-fact to hold and distribute such amount, under Wyo. Stat. Ann. § 9-1-639(a), exclusively for abating the opioid crisis throughout Wyoming.
- B.** Unless newly-enacted legislation or the terms of a Settlement that becomes an order of a court provides otherwise, the Localized Share will be distributed directly to each Participating Local Government in accordance with the terms of any Settlement. In the event that a Settlement does not provide for direct

distribution to a Participating Local Government, the Localized Share will be distributed to each Participating Local Government by the Wyoming Attorney General acting as trustee, agent, or attorney-in-fact to hold and distribute such amount, under Wyo. Stat. Ann. § 9-1-639(a), exclusively for abating the opioid crisis throughout Wyoming. If the Localized Share is to be distributed by the Wyoming Attorney General, each Participating Local Government shall designate a lead contact or agency for the purposes of receiving its portion of the Localized Share. This designation shall be made in writing to the Attorney General within a sufficiently reasonable time to allow orderly distribution of Opioid Funds.

V. Payment of Counsel and Expenses

- A.** The Parties anticipate that as part of the National Settlement Agreement or a Bankruptcy Resolution, the Pharmaceutical Supply Chain Participants or courts in *In re: Nat'l Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) will create common benefit funds or similar devices (i.e. contingency fee funds), to compensate attorneys for services rendered and expenses incurred in litigating against certain Pharmaceutical Supply Chain Participants. The State and any Participating Local Government may secure the payment of attorneys' fees—whether contingent, hourly, fixed, or otherwise—and expenses related to litigation against Pharmaceutical Supply Chain Participations from such separate funds.
- B.** The State of Wyoming will secure payment of its attorneys' fees and expenses related to litigation against the Pharmaceutical Supply Chain Participants from such separate funds. No attorneys' fees or expenses relating to the State of Wyoming's investigation and litigation of the Pharmaceutical Supply Chain Participants will be paid from the Statewide Share. Similarly, no attorneys' fees or expenses related to the representation of any Participating Local Government in litigation against any Pharmaceutical Supply Chain Participant will be paid from the Statewide Share. Rather, the Statewide Share will be used exclusively to abate and alleviate the opioid crisis consistent with the terms of this MOA.
- C.** In accordance with Judge Polster's August 6, 2021 Order in *In re: Nat'l Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), contingency fee agreements related to litigation against any Pharmaceutical Supply Chain Participant entered into by a Participating Local Government are capped at a total of fifteen percent (15%) of the amount that will be received by the represented Participating Local Government. Counsel for any Participating Local Government is required to first seek payment of that fifteen percent

(15%) through such separate common benefit or contingency fee fund before seeking any additional payment. To the extent that counsel does not receive the full fifteen percent (15%) from any separately established common benefit or contingency fee fund, counsel may seek the difference from the represented Participating Local Government if authorized under their representation/contingency fee agreement with the Participating Local Government. In no event shall counsel be entitled to payment of fees in excess of fifteen percent (15%) of the amount actually received by the represented Participating Local Government.

VI. Compliance Certification and Reporting

- A.** The provisions of this Section VI will apply unless newly-enacted legislation or a subsequent Settlement that becomes an order of a court imposes superseding requirements.
- B.** Before receiving any disbursement under this MOA, each Participating Local Government must certify to the Attorney General that it will allocate and use Opioid Funds in accordance with this MOA on projects, programs, and strategies that constitute Approved Uses.
- C.** By January 31 of each calendar year, each Participating Local Government shall certify to the Attorney General that all Opioid Funds expended during the preceding calendar year were used in accordance with this MOA on projects, programs, and strategies that constitute Approved Uses. In submitting this certification, each Participating Local Government shall include a report detailing for the preceding calendar year: (1) the amount of the Localized Share received by the Participating Local Government; (2) the amount of Localized Share expended by the Participating Local Government—broken down by funded project, program, or strategy; and (3) the amount of any allocations awarded by the Participating Local Government—listing the recipients, amounts awarded, amounts disbursed, disbursement terms, and the projects, programs, or strategies funded. This report is only required if the Participating Local Government actually expended Opioid Funds during the preceding calendar year. Future Localized Share payments to a Participating Local Government that is delinquent in providing this certification and report shall be delayed until that Participating Local Government submits the required certification and report.
- D.** If a Participating Local Government uses Opioid Funds on non-Approved Uses, it shall have sixty (60) days after discovery of the expenditure to cure the unapproved expenditure through payment of such amount for opioid remediation activities through amendment or repayment.

- E.** If a Participating Local Government has used Opioid Funds for non-Approved Uses, and has not cured the unapproved use as allowed above, future Localized Share payments to that Participating Local Government shall be reduced by an amount equal to the inconsistent expenditures, and if the inconsistent expenditure is greater than the expected future stream of payments of the Participating Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among eligible Participating Local Governments. Any recovery or redistribution shall be distributed consistent with Section II of this MOA. The Attorney General may recover from the Participating Local Government who failed to cure the unapproved use any litigation fees, costs, and expenses incurred to recover such funds.
- F.** By January 31 of each calendar year, the State shall publish online a report detailing for the preceding calendar year: (1) the amount of the Statewide Share received; (2) the amount of the Statewide Share expended by the Department of Health—broken down by funded strategy, project, or program; and (3) the amount of any grants awarded—listing the recipients, amounts awarded, amounts disbursed, disbursement terms, and programs, strategies, and projects funded.

VII. Effectiveness

- A.** This MOA shall become effective at the time a sufficient number of counties and municipalities within the geographic boundaries of the State of Wyoming have signed this MOA to qualify this MOA as a State-Subdivision Agreement under a National Settlement Agreement involving Allergan, Teva, CVS, Walgreens, or Walmart, as well as, any and all future settling Pharmaceutical Supply Chain Participants. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.
- B.** This MOA is effective until one year after the last date on which any Participating Local Government spends Opioid Funds pursuant to Settlements.

VIII. Amendments

- A.** The Parties agree to make such amendments as necessary to implement the intent of this MOA or as are required by the final provisions of any National Settlement Agreement or Bankruptcy Resolution. The State will provide written notice of any necessary amendments to all the previously joining Parties. Any previously joining Party will have two-weeks after notice of the necessary amendments to withdraw from the MOA. The amendments will be effective to any Party that does not withdraw.

- B. The Parties agree to engage in the amendment process above in good faith.

IX. General Provisions

- A. The purposes of this MOA are to serve as a State-Subdivision Agreement under any Settlement or Bankruptcy Resolution and to permit the Parties to cooperate in resolving claims against Pharmaceutical Supply Chain Participants and to distribute any Opioid Funds in a manner that will effectively and meaningfully abate and alleviate the opioid crisis throughout Wyoming.
- B. All Parties acknowledge and agree that any National Settlement Agreement will require Participating Local Governments to release its claims against relevant Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge that a Participating Local Government will receive funds through this MOA only after complying with all requirements set out in a Settlement or Bankruptcy Resolution to release its claims.
- C. The Parties acknowledge that this MOA is not a promise or representation from any Party that any Settlement or Bankruptcy Resolution will be finalized or executed.
- D. Unless otherwise required by an applicable Settlement, the construction, interpretation, and enforcement of this MOA shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles, and the Courts of the State of Wyoming shall have jurisdiction over this MOA, with venue lying exclusively in Laramie County District Court.
- E. If any clause, paragraph, or section of this MOA shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of the MOA and this MOA shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.
- F. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of a Settlement or Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- G. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status.
- H. Titles of sections of this MOA are for reference only, and shall not be used to construe the language in this MOA.

- I. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.
- J. Except to enforce the terms of this MOA, the State of Wyoming and the participating Local Governments do not waive sovereign or governmental immunity by entering into this MOA and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA.
- K. This MOA may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

IN WITNESS WHEREOF, the below undersigned agree to and enter into the above OneWyo II Opioid Settlement Memorandum of Agreement.

FOR THE STATE OF WYOMING

Bridget Hill
Attorney General
State of Wyoming

Date

Benjamin Peterson
Assistant Attorney General
State of Wyoming

Date

FOR THE PARTICIPATING LOCAL GOVERNMENTS

Name
Title
Albany County

Date

Name
Title
Big Horn County

Date

Name
Title
Campbell County

Date

Name
Title
Carbon County

Date

Name
Title
Casper

Date

Name
Title
Cheyenne

Date

Name
Title
Converse County

Date

Name
Title
Crook County

Date

Name
Title
Evanston

Date

Name
Title
Fremont County

Date

Name
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Gillette

Date

Name
Title
Goshen County

Date

Name
Title
Green River

Date

Name
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Hot Springs County

Date

Name
Title
Jackson

Date

Name
Title
Johnson County

Date

Name
Title
Laramie

Date

Name
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Laramie County

Date

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Title
Lincoln County

Date

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Natrona County

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Niobrara County

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Park County

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Platte County

Date

Name
Title
Riverton

Date

Name
Title
Rock Springs

Date

Name
Title
Sheridan

Date

Name
Title
Sheridan County

Date

Name
Title
Sublette County

Date

Name
Title
Sweetwater County

Date

Name
Title
Teton County

Date

Name
Title
Uinta County

Date

Name
Title
Washakie County

Date

Name
Title
Weston County

Date

Exhibit A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

1. Expanding availability of treatment, including Medication-Assisted Treatment (MAT), for OUD and any co-occurring substance use or mental health issues.
2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.
3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).
4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
6. Scholarships for certified addiction counselors.
7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.
8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to the following: Training relating to MAT and harm reduction.
9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.
11. Development of National Treatment Availability Clearinghouse – Fund development of a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.
12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.
13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

B. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (INTERVENTION)

1. Ensuring that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.
6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
7. Create school-based contacts who parents can engage with to seek immediate treatment services for their child.
8. Developing best practices on addressing OUD in the workplace.

9. State assistance programs for health care providers with OUD.
10. Engaging non-profits and faith community as a system to support outreach for treatment.

C. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

1. Address the needs of persons involved in the criminal justice system who have opioid use disorder (OUD) and any co-occurring substance use disorders or mental health (SUD/MH) issues.
2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.
4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.

7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

D. ADDRESS THE NEEDS OF WOMEN WHO ARE OR MAY BECOME PREGNANT

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.
3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.
4. Child and family supports for parenting women with OUD.
5. Enhanced family supports and child care services for parents receiving treatment for OUD.

E. SUPPORT PEOPLE IN TREATMENT AND RECOVERY AND REDUCE STIGMA

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
5. Engaging non-profits and faith community as a system to support family members in their efforts to manage the opioid user in the family.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE PROPER PRESCRIBING OF OPIOIDS

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing.
3. Continuing Medical Education (CME) on prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Development and implementation of a National Prescription Drug Monitoring Program – Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to opioid use disorder (OUD).
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database (DOT EMT overdose database).
6. Educating Dispensers on Appropriate Opioid Dispensing.

G. PREVENT MISUSE OF OPIOIDS

1. Corrective advertising/affirmative public education campaigns.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.
7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. Engaging non-profits and faith community as a system to support prevention.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
3. Developing data tracking software and applications for overdoses/naloxone revivals.
4. Public education relating to emergency responses to overdoses.
5. Public health entities provide free naloxone to anyone in the community.
6. Public education relating to immunity and Good Samaritan laws.
7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

PART THREE: OTHER STRATEGIES

I. SERVICES FOR CHILDREN

1. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

J. FIRST RESPONDERS

1. Law Enforcement – Participating Local Governments may also use their share of funds for law enforcement expenditures relating to the opioid epidemic.
2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Increase Electronic Prescribing to Prevent Diversion and Forgery.

K. LEADERSHIP, PLANNING AND COORDINATION

1. Community regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

L. TRAINING

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

M. RESEARCH

1. Funding opioid abatement research.
2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B

Participating Local Government Allocation Proportions	
Local Government	Percentage of Localized Share
Albany	1.63%
Big Horn	3.03%
Campbell County	4.44%
Carbon County	3.70%
Casper	7.35%
Cheyenne	1.23%
Converse County	1.90%
Crook County	0.54%
Evanston	1.97%
Fremont County	6.74%
Gillette	1.74%
Goshen County	1.64%
Green River	0.61%
Hot Springs County	0.86%
Jackson	0.56%
Johnson County	0.93%
Laramie	3.42%
Laramie County	15.59%
Lincoln County	3.12%
Natrona County	7.90%
Niobrara County	0.15%
Park County	5.80%
Platte County	1.75%
Riverton	1.27%
Rock Springs	1.53%
Sheridan	0.34%
Sheridan County	3.91%
Sublette County	0.71%
Sweetwater County	7.64%
Teton County	1.33%
Uinta County	4.39%
Washakie County	1.50%
Weston County	0.78%

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Regular – Consent
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Town of Jackson Joining Multi-District PFAS Litigation	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider joining a nation-wide litigation regarding per- and polyfluoroalkyl substances (PFAS), which has no cost to join but, should it be successful, will result in the Town being awarded funds to help cover the costs of remediation if water systems have been affected with PFAS contamination.

Requested Action.

Staff requests Council approve the Town joining the litigation as a plaintiff.

Recommendations.

Staff recommends Council approve the Town joining the litigation as a plaintiff.

Background.

PFAS are harmful, man-made chemicals (including PFOA, perfluorooctanoic acid, and PFOS, perfluorooctane sulfonic acid) that have been manufactured by a variety of industries all over the world since the 1940s. These chemicals have contaminated many water sources, including ground wells and rivers. While the Town is not currently regulated on PFAS levels, in recent years an EPA test of the Town water system detected PFAS. The Town is committed to providing high quality, safe drinking water to the community. At this time the cost of testing, treatment, and remediation of these chemicals falls to the Town of Jackson ratepayers.

Analysis & Key Policy Questions.

In 2018, in light of the many hundreds of public water systems testing positive for PFAS, litigation was initiated by National Rural Water Association. As background, the National Rural Water Association Board of Directors, which is governed by the -----Wyoming Rural Water Association and 49 other state rural water affiliates, voted to engage with the law firm of Napoli Shkolnik to file a PFAS cost recovery action against the global manufacturers of the PFAS “forever compounds.” The sole purpose was to provide an opportunity for water and wastewater systems to recover any expenses they may have or expenses they may incur in the future for testing, treatment, and remediation of PFAS contamination. For clarification, this is not a class action, but is instead multidistrict litigation.

Key Question: Does Council approve the Town of Jackson joining the litigation?

✓ Four key points to note include:

- The action is cost recovery, not punitive.
- The litigation is filed against the global manufacturers of the compounds and does not impact local companies who may have used them.
- There is no upfront cost to register the Town (utility), however, the Town must be registered prior to a settlement being reached in order to benefit.
- A settlement is expected very soon, as the court appointed a settlement mediator in November of 2022 and a trial date has been set for June 5, 2023.

Possible Alternatives.

Council could elect not to join the lawsuit.

Comprehensive Plan & Priority Alignment.

This item touches on all three of the values in the Comprehensive Plan:

- Common Value One: Stewardship (of Wildlife, Natural Resources and Scenery)
- Common Value Two: Growth Management
- Common Value Three: Quality of Life

Fiscal Impact.

There is no fiscal impact of joining the litigation. However, should it be successful the Town, if registered, would receive an unknown amount of funding over an undetermined length of time to support its management of PFAS.

Any new regulatory requirements would incur additional costs for testing and mitigation, and Public Works staff would bring forward a recommendation and alternatives at that time.

Staff Impact.

The impact of this item will fall almost entirely with the Legal Department, with coordination with Administration, and, ultimately, financial management (if the lawsuit is successful) by Administration's finance team.

Future implementation of new sampling protocols, and any needed mitigation measures will impact operations staff, and some mitigation measures may additionally impact Public Works Management and Engineering staff with regard to capital improvements planning and operations budgeting.

Attachments or Links.

Retainer Agreement Between the Town of Jackson and the Law Firm of Napoli Shkolnik PLLC

Suggested Motion.

I move to authorize and approve the Town of Jackson joining the PFAS multi-district litigation, and the mayor executing the Retainer Agreement Between the Town of Jackson and the Law Firm of Napoli Shkolnik PLLC.



RETAINER AGREEMENT

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE STATE OF WYOMING GENERAL ARBITRATION STATUTE

Town of Jackson, Wyoming retains the Law Firm of Napoli Shkolnik PLLC, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies by per- and polyfluoroalkyl substances (PFAS) and other hazardous water contaminants. We specifically agree as follows:

1. FEE PERCENTAGE: Client and Law Firm agree that the Law Firm shall be paid Twenty-Five Percent (25%) of the sum recovered, whether by suit, settlement or otherwise. *Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.*

2. DISBURSEMENTS: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee or disbursements for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

3. COMPUTATION OF FEES. The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	\$100.00
25% Attorney's Fee	<u>\$ 25.00</u>
Net settlement	\$ 75.00
Disbursements	<u>-\$ 10.00</u>
Net to Client	\$ 65.00

4. **WITHDRAWAL:** The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

5. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

6. **STATUTE OF LIMITATIONS:** We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

7. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

8. **RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly

or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

9. APPROVAL NECESSARY FOR SETTLEMENT: Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

10. ASSOCIATION OF OTHER ATTORNEYS: The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

11. ASSOCIATE COUNSEL: The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

12. APPLICABLE LAW TO APPLY: This Agreement shall be considered construed under and in accordance with the laws of the State of Wyoming or applicable law and the rights, duties and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Wyoming or applicable law.

13. ARBITRATION: Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in any court having jurisdiction in Wyoming. This arbitration provision shall be enforceable in either federal or state court in Wyoming pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered



in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any court in Wyoming having jurisdiction.

14. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

15. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE WYOMING GENERAL ARBITRATION STATUTE

SIGNED AND ACCEPTED ON THIS _____ day of _____, 20____

Client Signature
ATTEST: Town Clerk

Printed Client Name

Title

Email Address

Address: _____



Napoli Shkolnik PLLC

Hank Naughton

Partner

Title

Post Office Box 128, Clinton, MA 01510

360 Lexington Avenue, 11th Floor, New York, New York 10017

STAFF REPORT



Meeting Date:	April 17, 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

Please Note: Council heard staff presentation, applicant presentation, and public comment for P22-253 at its March 20, 2023 regular meeting. Before approving a motion to continue the item to the April 17, 2023 meeting, Council directed staff to address public comment heard on March 20. New information added to this report is included in italics below (beginning on page 4).

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.

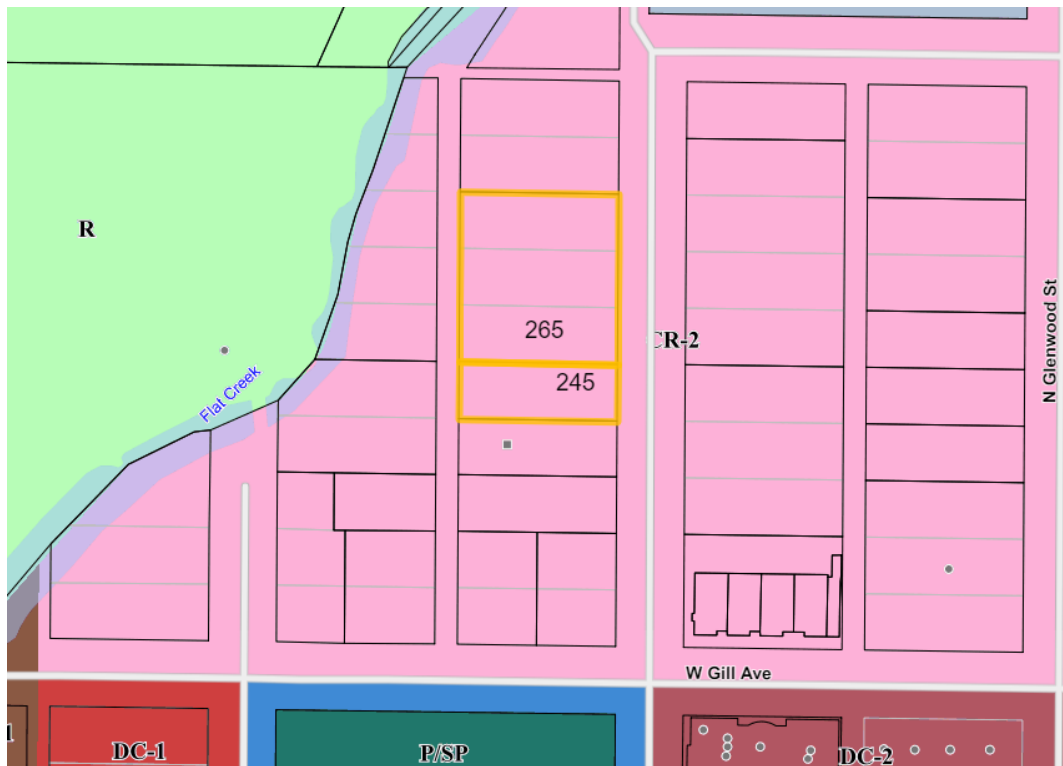
The Planning Commission recommended approval with the following added condition of approval:

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. Milward Street (LOT 6, BLK. 2, JACKSON (MOS T-26D)) and 265 N. Milward 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.

Directives from March 20, 2023, Regular Council Meeting

Council heard staff presentation, applicant presentation, and public comment for P22-253 at its March 20, 2023 regular meeting. Before approving a motion to continue the item to the April 17, 2023 meeting, Council directed staff to address public comment heard the night of March 20, confirm review of the Jackson/Teton Co. Fire/EMS review of the alley to serve emergency needs, and verify ownership of the alley. The below represents staff's response specific to those directives. Additional information may also be found in subsequent staff report sections.

- **Fire Access** – Jackson/Teton Co. Fire Chief Steve Jellie confirmed the property is adequately served by emergency vehicles without the need for alley access. A memo confirming this finding is attached. The Fire Department requests approximately 40' of the N. Millward Street frontage to be designated as red curb effectively removing 2 spaces from available on street parking in front of 265 N. Millward Street. Regardless of the amount of red curb required by the Fire Department, the development retains a credit for 9 on-street parking spaces that may be used towards fulfilling the parking requirement for office and retail suites.
- **Character, Design, and Massing** - The zoning standards are the clearest and best representation of the Town's intended character for a property and neighborhood. The project meets the standards of the CR-2 zone, so is, by definition, consistent with intended character. This includes meeting height, massing, and third story stepback requirements. The proposed building also meets the Town's Design Guidelines and was unanimously recommended for approval by DRC with no conditions of approval. The Design Guidelines include consideration to neighborhood context.
- **Parking Facility Design and Screening** – Staff finds the parking facility design complies with requirements of Resolution 09-25 (Underground Parking). The intent of Resolution 09-25 is to accommodate design features of structured parking facilities which are inherently different than uncovered, surface parking. The proposed parking facility includes drive aisle widths ranging from 18' (entry to facility) to 21' (two-way drive aisle directly adjacent to parking spaces) and typical parking space width of 9x18 (8x16' for compact spaces). The applicant has provided vehicle turning movements showing feasibility of navigating parking spaces and aisle widths. For context, the Town's parking garage - which Staff finds to function well - has a drive aisle width of 20' and parking spaces ranging from 18-20' in length.

The intent of the CR-2 zone includes parking screened from view and placed to the side or rear of buildings. The parking facility meets this intent as well as parking standards presented in LDR Section 2.2.1.E (Parking Types). No additional landscape screening is required at either the interior property lines or the alley, though the applicant has provided landscaping in these areas. The parking facility is not considered surface parking but even surface parking is not required to have alley screening per LDR Section 2.2.1.E.

- **Fencing** – Staff has removed its recommended condition of approval to place fencing along portions of the side interior property lines. Additional plant units proposed in the landscape plan provide visual screening to the parking facility. Additionally, the removal of fencing will help address some public concerns regarding wildlife movement through the site.

- **Tuck-Under Spaces and Backing Out Along Alley** – The 14 tuck-under parking spaces along the alley do not conflict with LDR section 6.2.5.b.4 (Traffic interference prohibited). It is common to have tuck-under parking along alleyways throughout Town and backing into alleys is permissible. The LDRs specifically allow vehicles to back out onto alleys when appropriate, as it is in this case. Additionally, neither the tuck-under spaces nor the one drive aisle access point to the parking facility cause undue interference with traffic along the alley. Tuck-under and back out parking function well on other alleys throughout Town that have significantly more traffic and are not dead-end alleys.
- **Alley Improvements and Level of Service** – LDR Section 7.6.3.A grants discretion to the Town to set the paving width of the alley as it is an existing part of the street network. It is not required that the existing alley meet a minimum pavement width of 20'. Additionally, Town has the authority to remove items such as trees, fences, and/or bollards which encroach into the public right of way. Improvements to the alley require paving the existing gravel surface to meet the level of infrastructure standards required by the Town for upgrades to its street network. Paving the alley will significantly improve the function of the alley. The Town will continue to plow snow and maintain the alley and may need to provide additional service due to increased traffic levels. Staff notes Town can, at its discretion, add signage reinforcing no parking along the alley as a separate matter from this development plan review. Please refer to section 'Vehicular Access, Required Loading, and Alley Improvements' found on page 10 below. Finally, the Public Works Department clarified via department review that all alley drainage and stormwater management is not part of this development plan approval and that final conditions shall be addressed with the building permit through coordination with the Town.
- **Ownership of alley public right of way** - The issue of alley ownership was brought to the Town's attention and the Town Attorney spent time and staff spent time looking through a variety of records at the Town. Additionally, the Town Attorney spoke with Dave Larson (the former Town Attorney). In terms of records, staff checked electronic and paper records in the Planning, Administration, and Legal departments. The search turned up no information challenging the fact, as shown on the existing plat, that the alley is a public alley that is 20' wide. As to Mr. Larson, he confirmed to the best of his memory, that when he spoke to the Bickner family about the alley and the maintenance of the alley by the Town, it was to confirm that it was a public alley, and that the Town would continue, as it had to that point, to own and maintain it.
- **Use of AASHTO Standards for Alley Traffic Projections** - Per applicant, use of American Association of State Highway and Transportation Officials (AASHTO) standards for alley traffic projections and alley width were used at professional discretion. As there are no AASHTO standards applicable to alleys, only streets, such engineering analysis is based on methodology. Some public comments referencing AASHTO standards are based on misunderstanding and misapplication of engineering standards and methodologies.
- **Property Rights of Surrounding Property Owners** – Permits for physical development are reviewed at the time a development application is submitted to the Town. At this time, Staff will not speculate as to requirements for ingress or egress for potential future redevelopment of surrounding properties. In terms of access from alley or N. Millward Street, no legal or development precedent is set for surrounding

properties by the review of this development plan. Similarly, there is no regulatory connection between proposed development plan P22-253 and surrounding properties.

- **Traffic Study** – There is no requirement under the LDRs for Staff or applicant to conduct a traffic study of the existing street network as part of this development plan review. The existing street and intersection capacity is adequate to accommodate increased traffic generated by the proposed development.
- **Landscape Design and Landscape Surface Ratio (LSR)** – Updated plans show the applicant meeting landscape plant unit and surface ratio requirements at ground level. Per the applicant, the pebble box addressed in some public comment features a metal edging and drains to ground level. This landscape feature meets the LDR definition of landscape area. Additionally, xeriscaping, including the use of pebbles and stones, may count toward LSR under the LDRs. Retaining walls measuring 2' in height do not meet the height requirements to necessitate following structure setback requirements.

The proposed 6' fence along portions of the northern and southern side interior property lines sits on the property lines and does not significantly impact LSR calculation. Fence posts have never been counted against LSR and Staff does not recommend including them in LSR calculation now. Additionally, Staff has removed the recommendation originally suggested for fencing because increased screening of parking area is included in landscape plan.

- **Utility and Public Access Easements** – Staff includes a recommended condition of approval to require a public access easement for a 6' sidewalk prior to certificate of occupancy. LDR Section 9.4.6.D.1 allows for this area to be deducted from site area for use in Landscape Surface Ratio (LSR) calculation. There is no requirement for an easement to be in existence prior to approval of a development plan. It is common for the timing of an easement recordation to be required prior to issuance of a certificate of occupancy. LDR Section 6.1.10.C.2a does not require the physical development associated with utilities, such as transformers, to meet structure setbacks provided that the utilities are within an easement. An applicable easement is required by Lower Valley Energy prior to installation of such equipment. Please refer to section 'Site Design' found on page 9 below.
- **Wildlife Permeability** – The CR-2 zone does not have a requirement, nor any language of intent, addressing wildlife movement or permeability for land or structures. While the applicant can certainly seek to increase permeability on a voluntary basis it is not required by the LDRs.
- **Flat Creek** – While the Comprehensive Plan mentions a goal for future adoption of a "Flat Creek Enhancement Corridor" to address ecological, recreational, and aesthetic values provided by Flat Creek, the LDRs currently do not include specific development regulations to reinforce such a corridor, thus there are no development requirements related to it. Contrary to some public comment, the project is not located within Comprehensive Plan Subarea 2.5 North Cache Gateway but is located in Subarea 2.3 Downtown. Staff confirmed that there are no documented trumpeter swan nests (or winter habitat), nor cutthroat trout spawning habitat, within the specified distances in Flat Creek, thus additional mitigation requirements of LDR Section 5.1 and 5.2 are nonapplicable. Please refer to section 'Natural Resource Overlay (NRO)/Proximity to Flat Creek' found on page 15 below. Additionally, the proposed development will improve the quality of stormwater entering Flat Creek as compared to the existing conditions at the Property.

- **LDR Amendments** - The LDR Amendments proposed as P23-026 will not impact the review of this development because the amendments will be considered after the Council votes on the Millward project. They are separate items which should not be conflated. Additionally, a development plan is vested under the LDR version adopted at the time the development plan is deemed “sufficient” for review. Development Plan P22-253 was deemed sufficient, thus vested under the LDRs, on October 31, 2022.

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
Access			
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	67 Total: 51 onsite 9 on street 4 fee in-lieu 3 space reduction approved via P22-252	Yes

	lodging uses) - 54 spaces		
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 service 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

Fire Department Review Letter

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 April 17, 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.

04/04/2023

PLANNING DEPARTMENT COMMENTS (Katelyn Page)

Planning staff has removed its recommended condition of approval that the applicant include a 6' fencing placed along the northern and southern property lines to provide screening for utilities and the parking facility. The basis for this recommended change is that Additional plant units proposed in the landscape plan provide visual screening to the parking facility. Additionally, the removal of fencing will help address some public concerns regarding wildlife movement through the site.

4/11/2023

Brian Lenz, 733-3079

DATE OF SUBMITTAL: 3/1/2023

DATE OF MATERIALS: 2/28/2023

REVISION NO.: 03.1

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).

8) C4.3: All alley drainage and stormwater management is not part of this approval and final conditions shall be addressed with the building permit through coordination with the Town.

03/30/2023

FIRE DEPARTMENT COMMENTS (Raymond Lane)

Via email communication to Planning Staff March 30, 2023 The Jackson Hole Fire/EMS requires a minimum of 40' at center of the structure along the N. Millward Street frontage to be dedicated as a marked fire lane.



JACKSON HOLE FIRE / EMS

40 East Pearl Avenue
PO Box 901
Jackson, WY 83001

April 6, 2023

MEMORANDUM FOR: Town of Jackson, Planning Development

SUBJECT: North Millward Street Development

1. This office received a request for response to public comments in reference to the subject development project, specifically fire department access. The most current edition of the International Fire Code (IFC) and the most current edition of National Fire Protection Association (NFPA) standard are used for this review.
2. The primary fire department access for the mixed-use structure contained in the proposed development project will be the two main entrances located on North Millward Avenue; these access locations meet all fire code requirements.
3. Millward Alley is not the primary or secondary fire department access for the proposed development project and would likely not be used in the event of an emergency. However, it is recommended that the Town of Jackson require Millward Alley be restored to full width, paved and parking comply with seasonal instructions.
4. Point of contact for this action is Fire Marshal Ray Lane.


(STEPHEN P. JELLIE
Fire Chief



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 Steet. 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.

NORTHWORKS

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

NORTHWORKS

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

NORTHWORKS

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

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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.)				

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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

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>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.

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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

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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								

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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.

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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.

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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](#).

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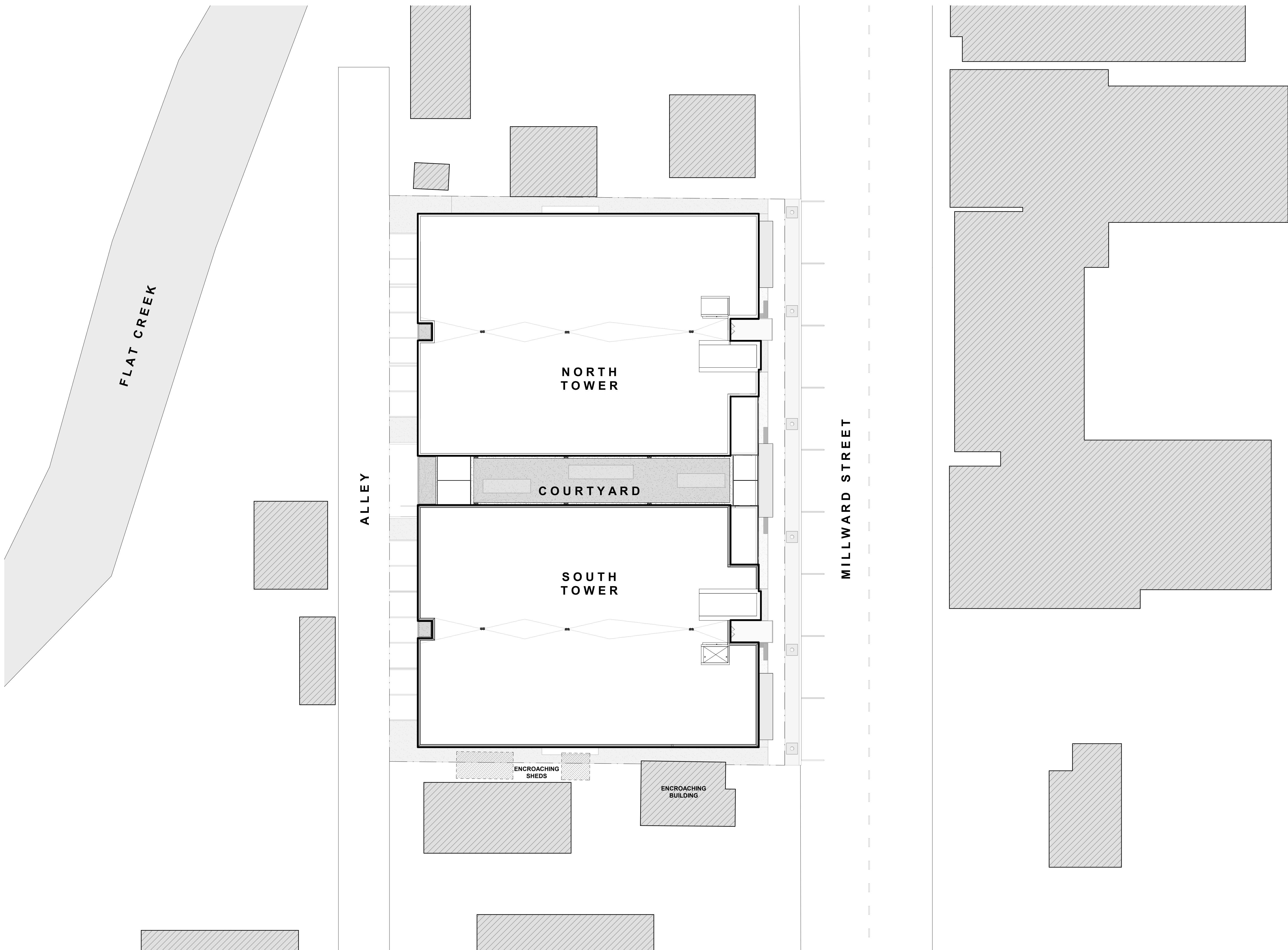
245 & 265 N. Millward St. Current Uses

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	
241	1	Lodging	
242	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

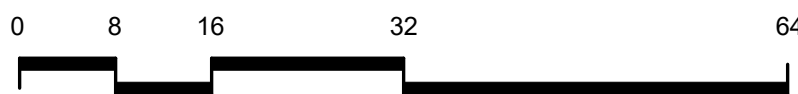
08

DRAWINGS

ARCHITECTURE
LANDSCAPE
CIVIL



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



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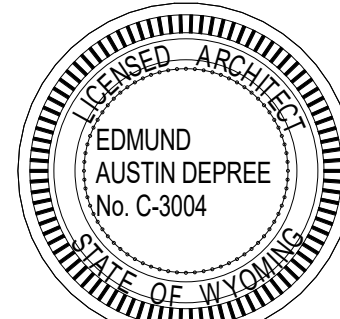
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1 06/17/2022	Issue for Schematic Pricing
2 11/14/2022	Issue for DD Pricing

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Edmund Austin Depree

Project
Millward Street Apartments

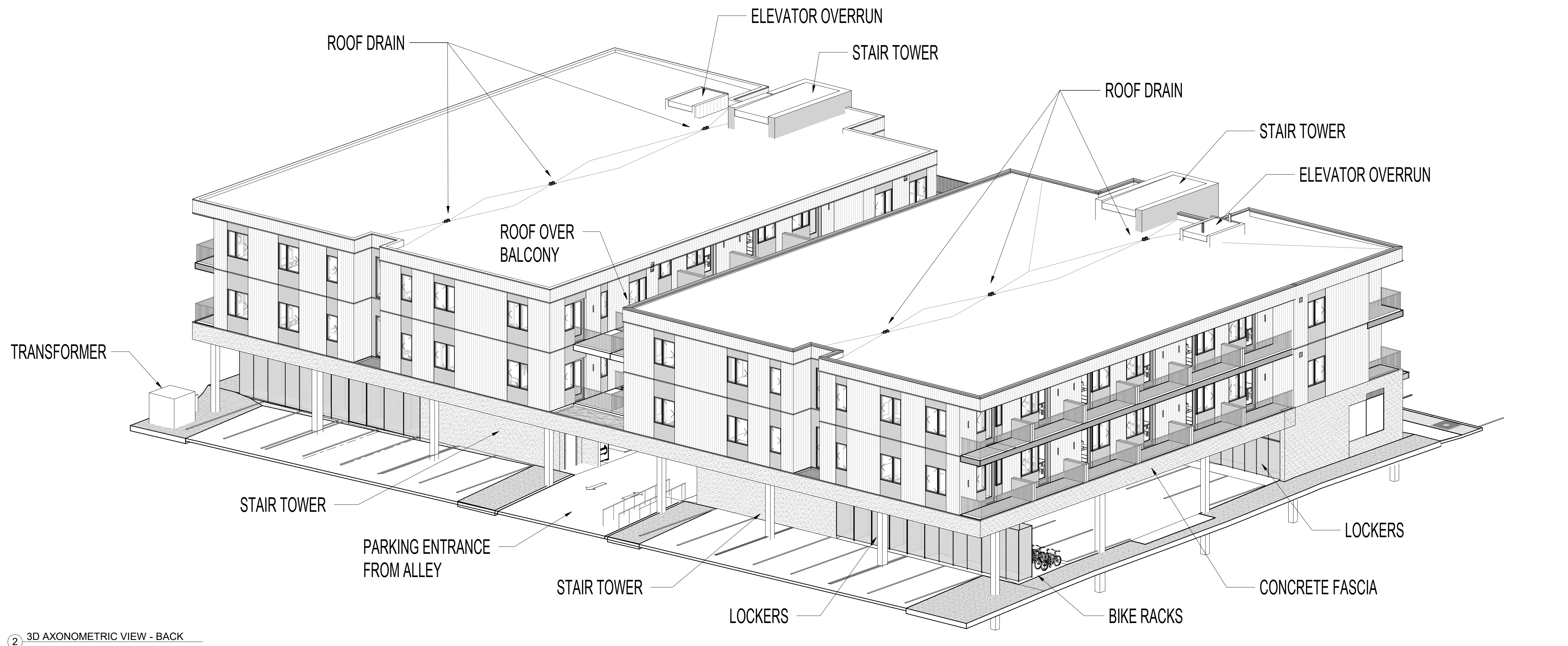
245 & 265 N. Millward St., Jackson, WY
83001

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

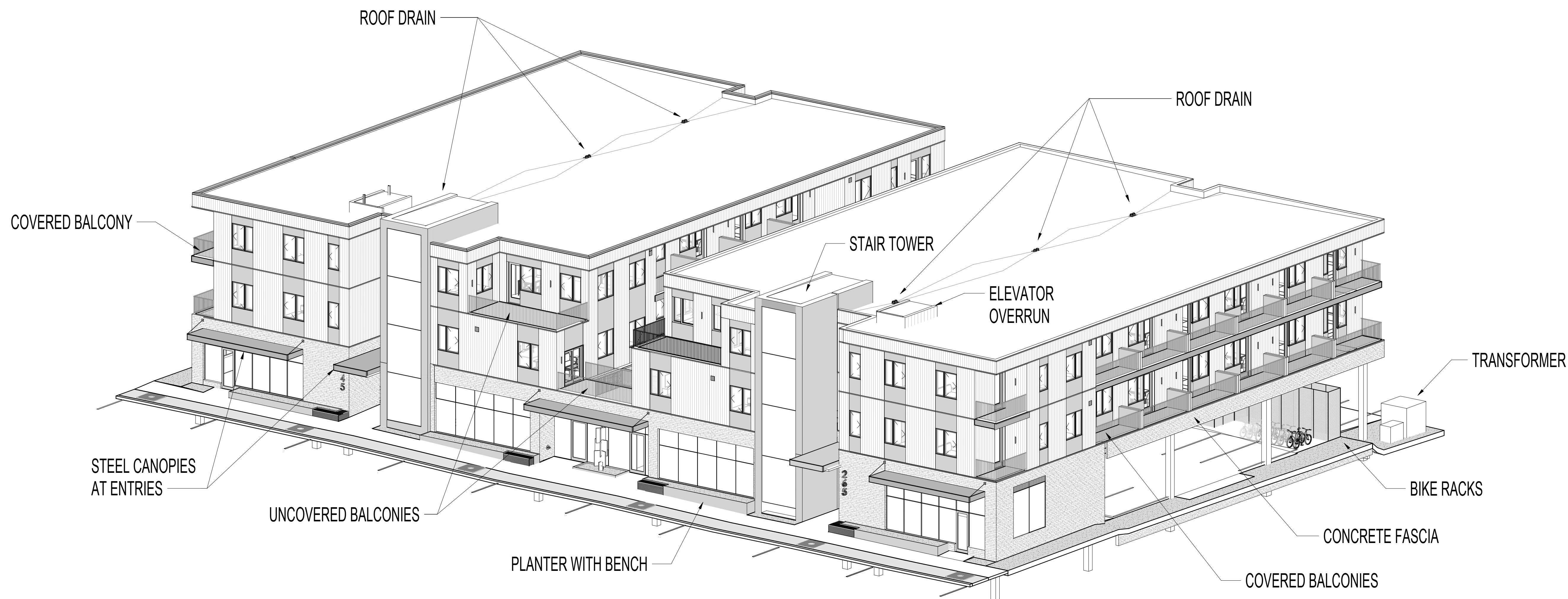
A0.01

Drawing Name
ARCHITECTURAL SITE PLAN

Project Status



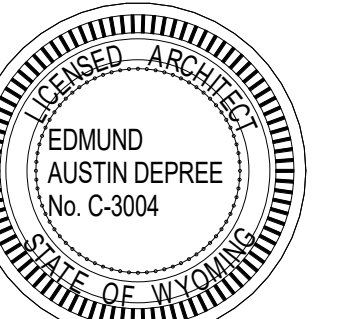
② 3D AXONOMETRIC VIEW - BACK



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



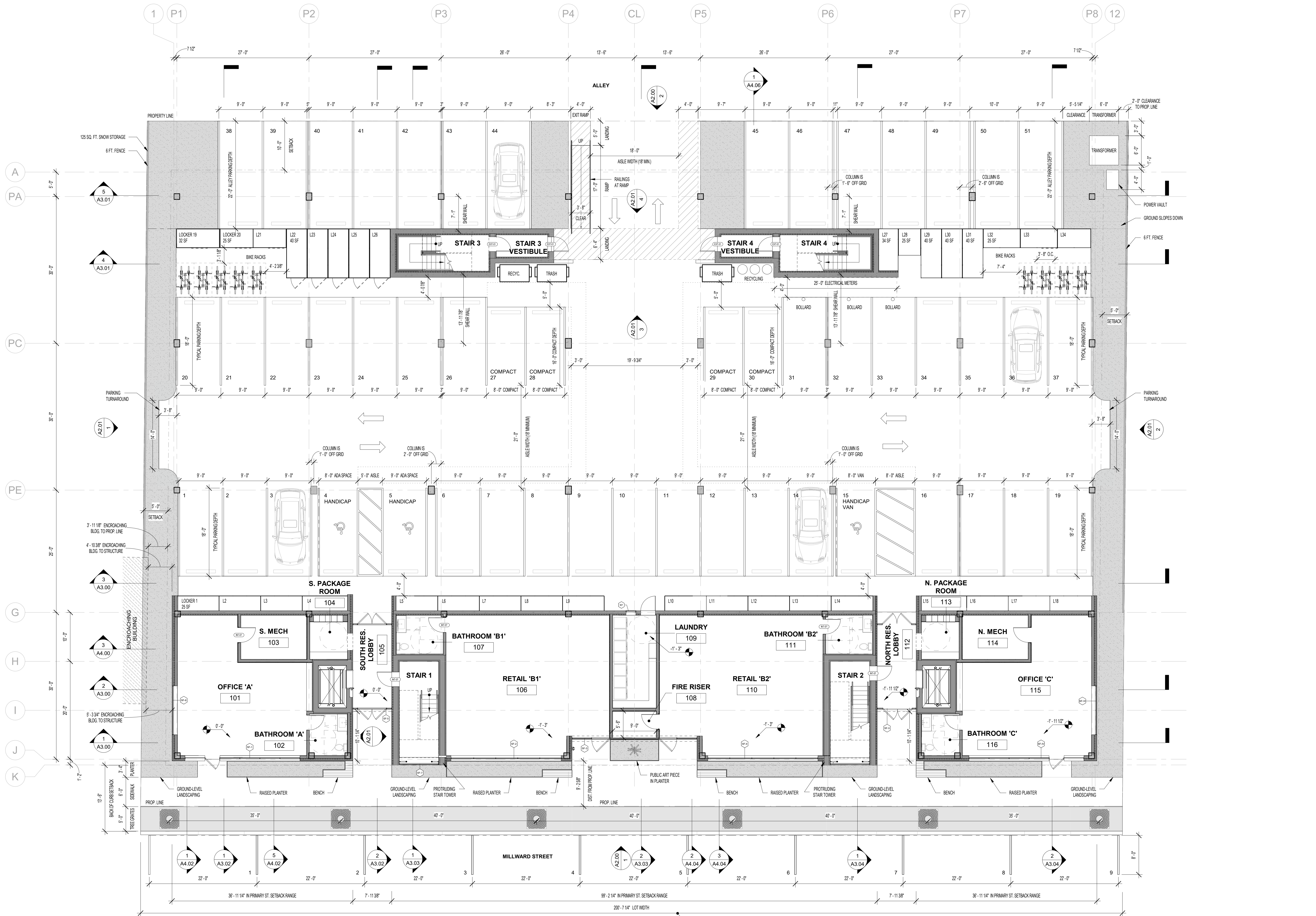
Project
Millward Street Apartments

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

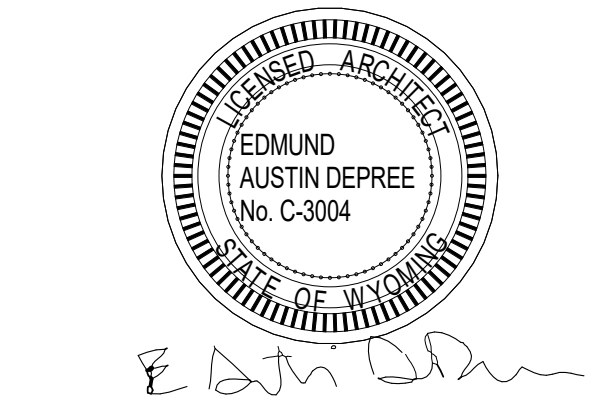


1 FIRST FLOOR PLAN
1/8" = 1'-0"



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

PROFESSIONAL SEAL



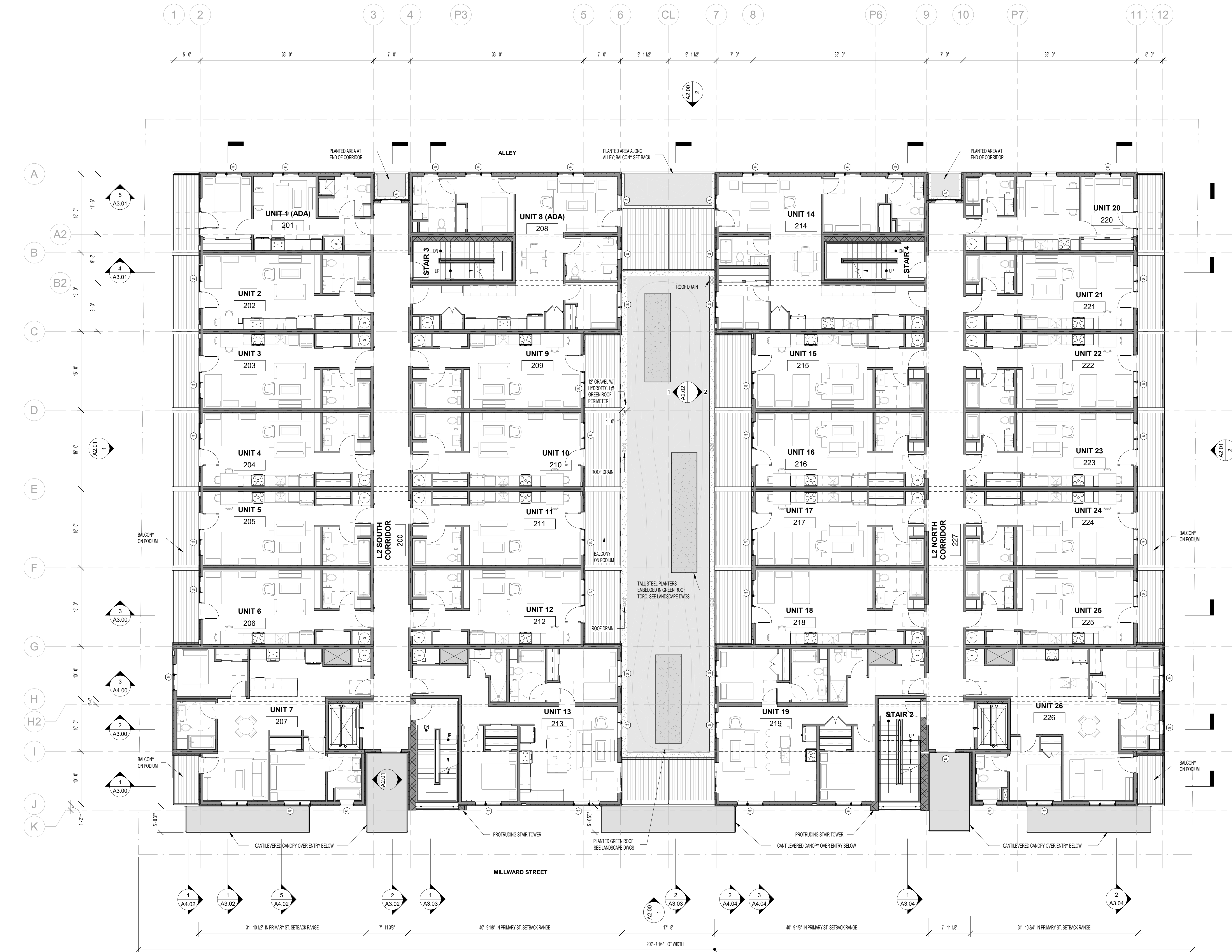
Project
Millward Street Apartments

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

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

A1.01

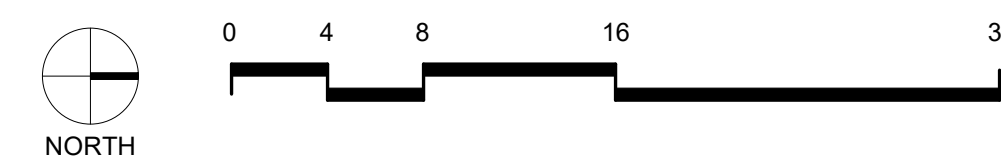
Drawing Name
FIRST FLOOR PLAN



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'-10"
- PERCENTAGE = 72%



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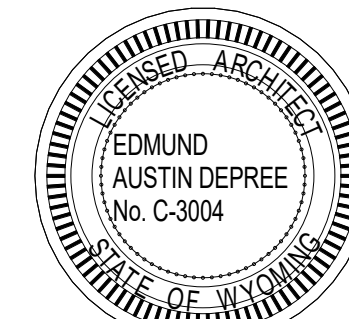
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PROFESSIONAL SEAL



Project
Millward Street Apartments

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

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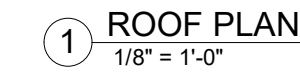
A1.02

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.

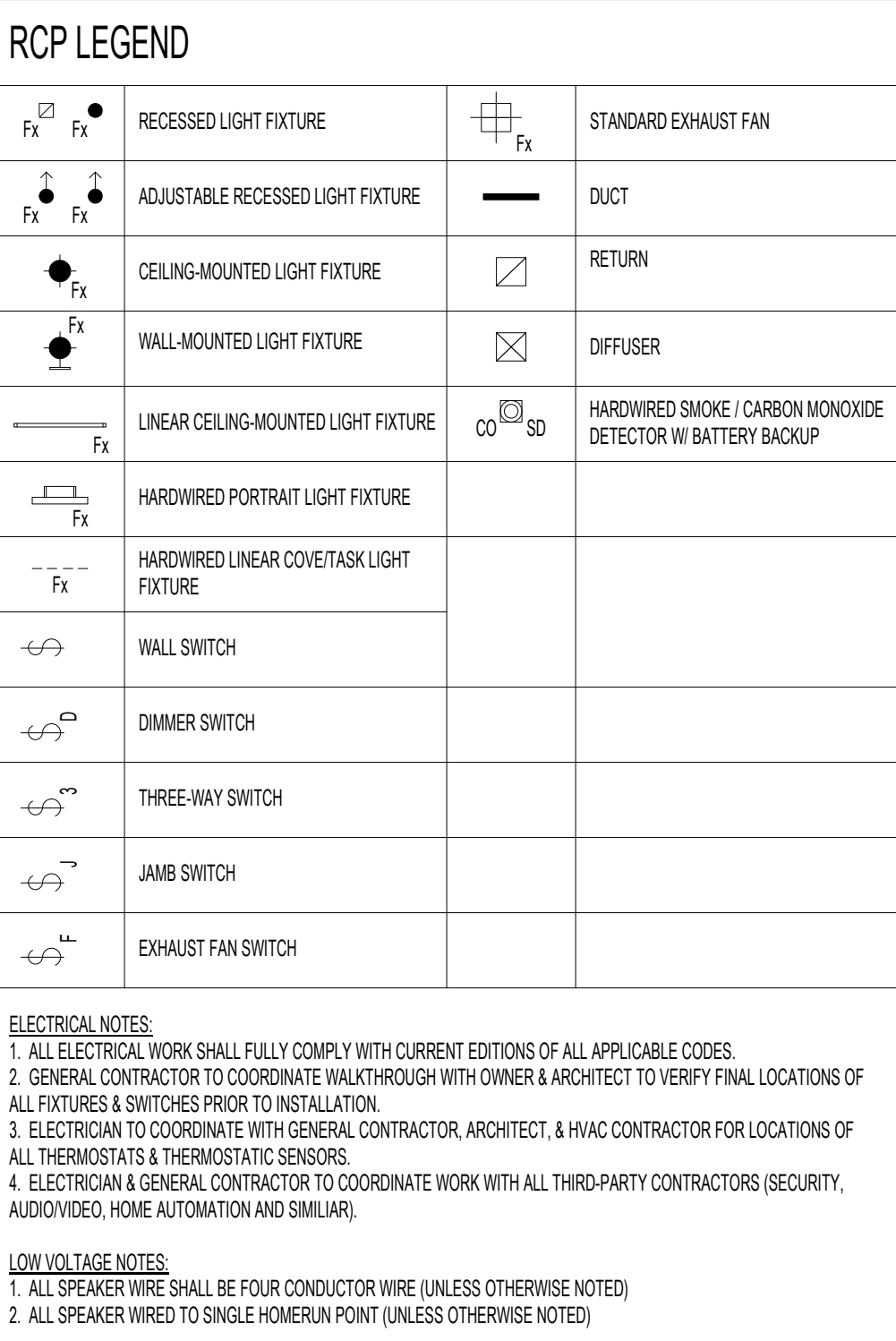


06/17/2022	Issue for Schematic Pricing
11/14/2022	Issue for DD Pricing

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Checker	Checked By
Discipline	Drawing No.

ROOF PLAN



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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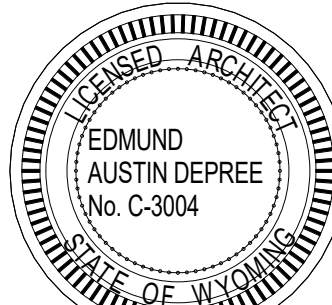
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MATERIAL LEGEND

- CONC-1 CAST-IN-PLACE BOARD-FORMED CONCRETE, 6" BOARDS.
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
- 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
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.
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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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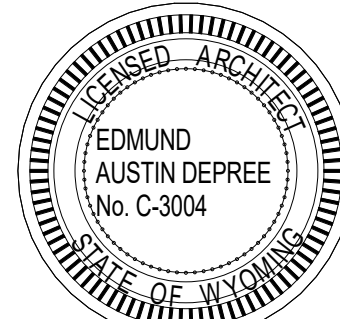
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MATERIAL LEGEND

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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
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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
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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 800 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
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MTL-6 WELDED WIRE CAGE STORAGE LOCKERS
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WD-4 TAG INTERIOR HARDWOOD FLOOR
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WD-6 WOOD INTERIOR WALL PANEL
WT-1 WINDOW SHADE
ST-1 STONE EXTERIOR

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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

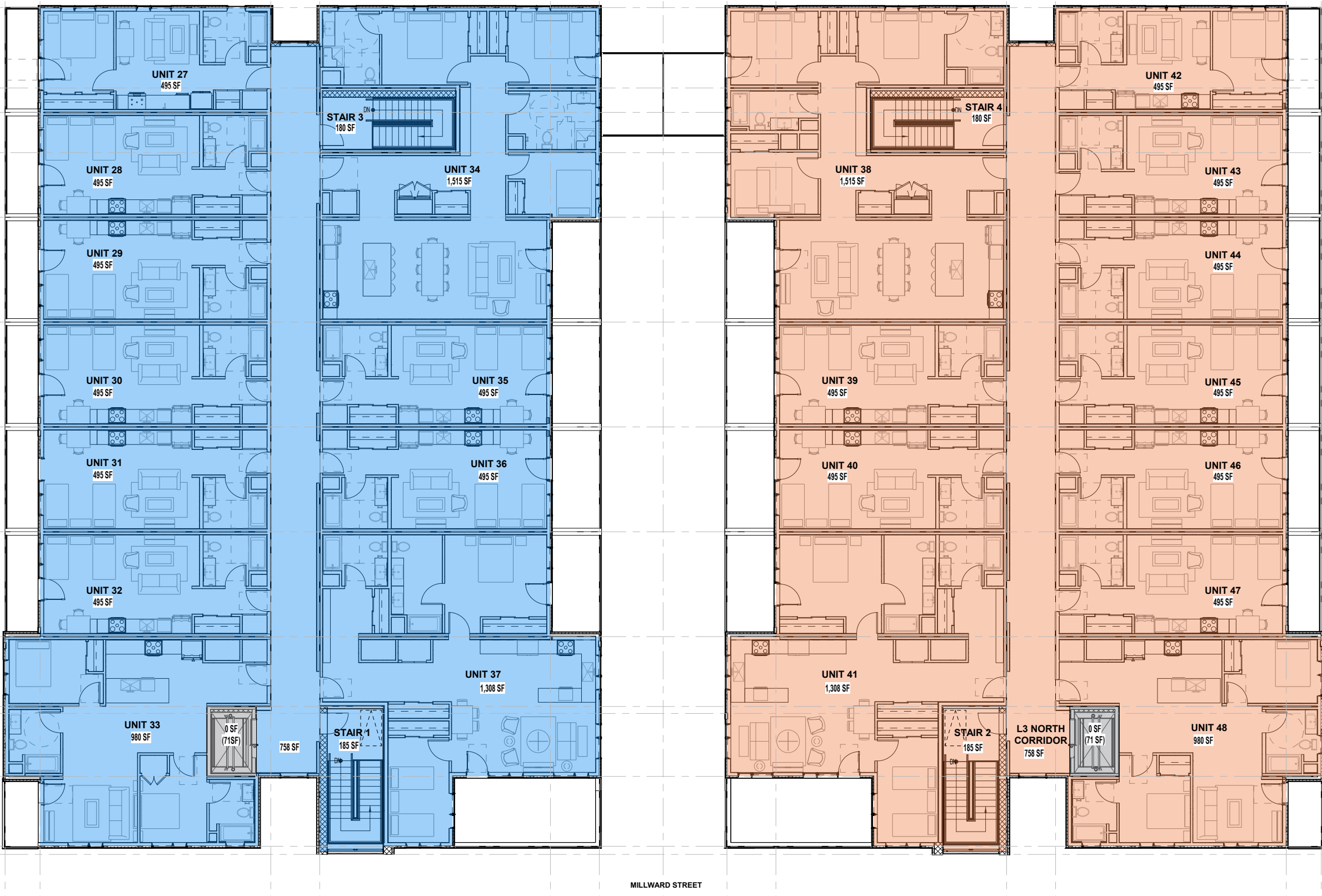
UNIT MIX OVERVIEW

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	--	--

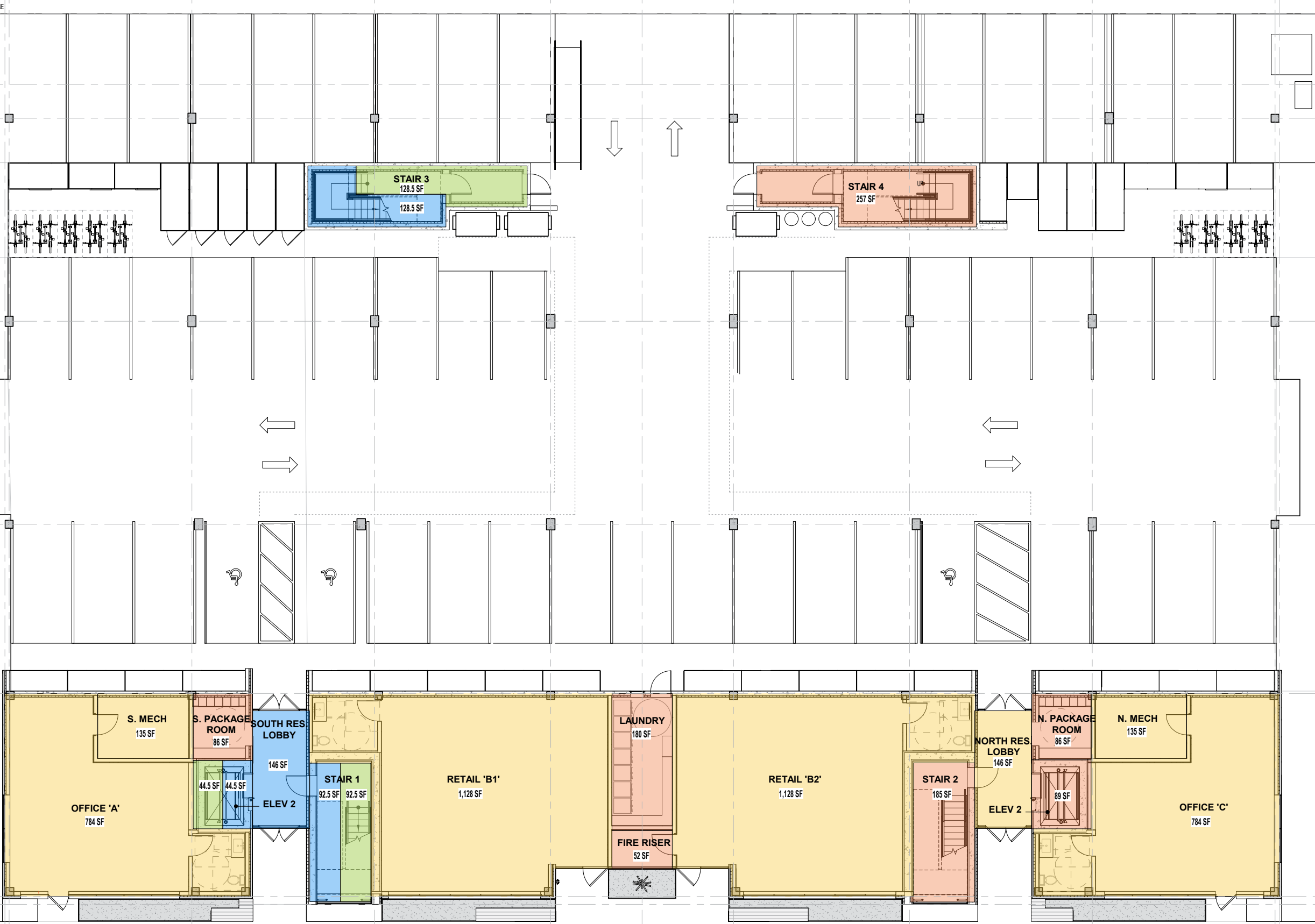
LEVEL 3



LEVEL 2



LEVEL 1



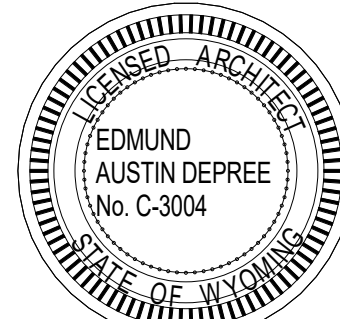
UNIT TYPE LEGEND					
UNIT TYPE	BEDS	UNIT #	FLOOR	NOTES	BALC. DEPTH
A.1	1 BR	1	L2	TYPE A ADA UNIT	5'-0"
A.2	1 BR	20	L2	MIRRORED UNIT 27	5'-0"
		27	L3		
		42	L3	MIRRORED UNIT 27	
B.1	0 BR	2, 4, 6	L2	ROTATED	5'-0"
		22, 24	L2		
		28, 30, 32	L3		
		44, 46	L3		
B.2	0 BR	3, 5	L2	MIRRORED	5'-0"
		21, 23, 25	L2		
		29, 31	L3		
		43, 45, 47	L3		
		5, 11	L2		
B.3	0 BR	16, 18	L2	ROTATED	7'-0"
		26	L3		
		38	L3		
		10, 12	L2		
B.4	0 BR	15, 17	L2	MIRRORED, ROTATED	7'-0"
		25	L3		
		40	L3		
		7	L2		
C	2 BR	7	L2	MIRRORED	5'-0"
		26	L2		
		8	L2		
		14	L3		
D.1	2 BR	8	L2	MIRRORED	8'-8"
		14	L3		
D.2	3 BR	34	L3	MIRRORED	8'-8"
		38	L3		
E	2 BR	13	L2	MIRRORED	8'-8"
		19	L2		
F	2 BR	37	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
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

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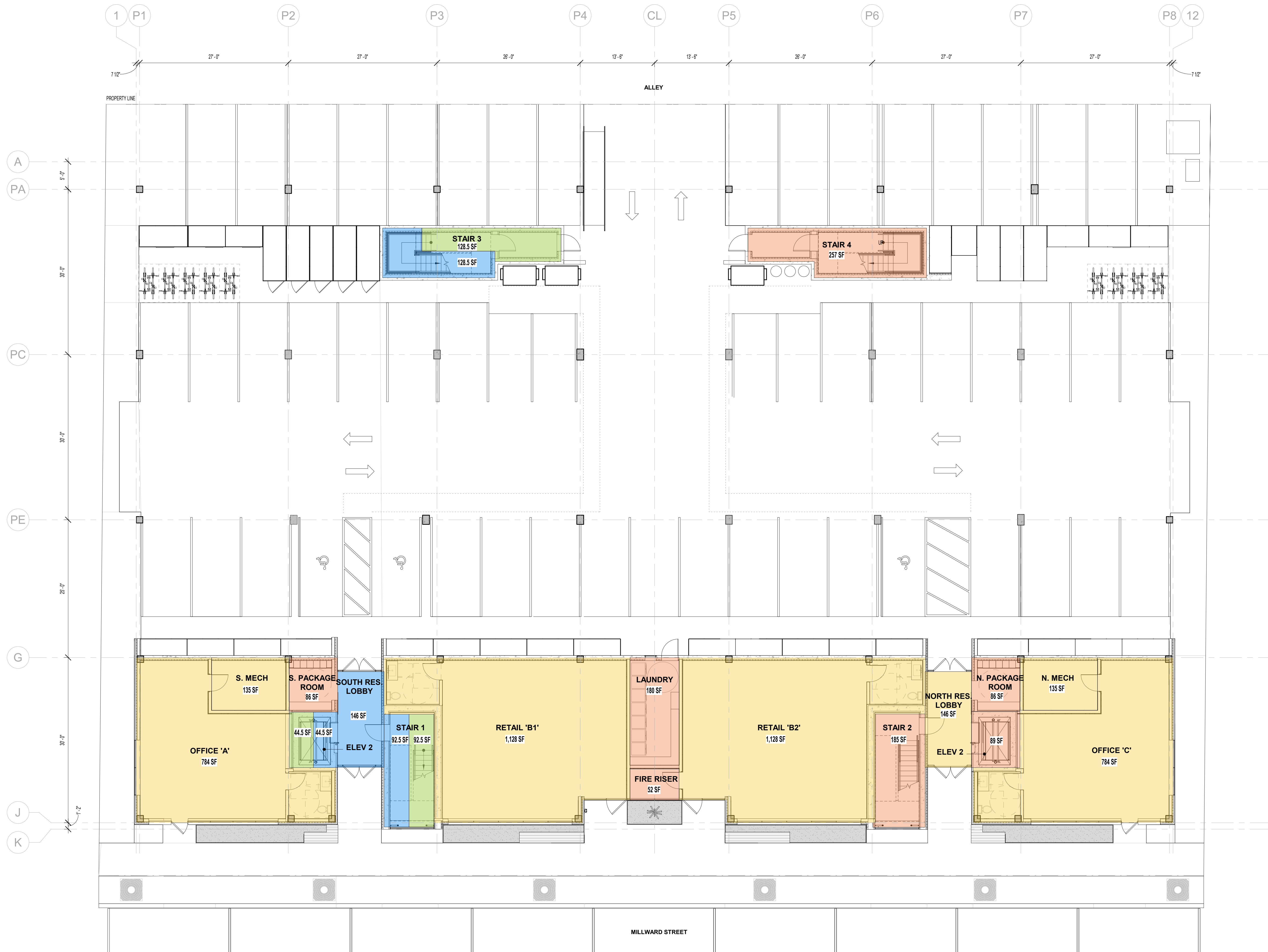
Project
Millward Street Apartments

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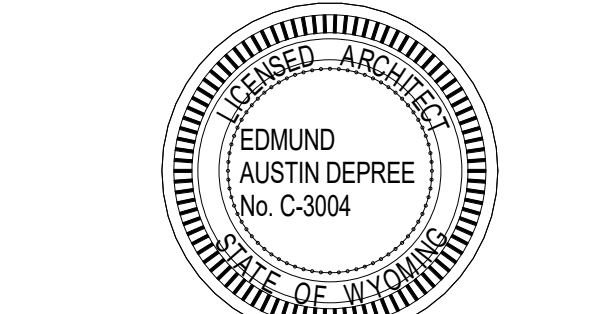
2210	Project No.
Author	Drawn By
Checker	Checked By
Discipline	Drawing No.

G2.01

Drawing Name
FIRST FLOOR AREA PLAN



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



Project
Millward Street Apartments

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83001

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

G2.02

Drawing Name
SECOND FLOOR AREA PLAN

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		
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		44, 46	L3	ROTATED	
B.2	0 BR	3, 5	L2	MIRRORED	5'-0"
		21, 23, 25	L2	MIRRORED, ROTATED	
		29, 31	L3	MIRRORED	
		43, 45, 47	L3	MIRRORED, ROTATED	
B.3	0 BR	9, 11	L2		7'-0"
		15, 16	L2	ROTATED	
		26	L3		
		38	L3	ROTATED	
B.4	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	
		8	L2		
		33	L3		
		48	L3	MIRRORED	
D.1	2 BR	14	L2		8'-8"
		14	L2	MIRRORED	
D.2	3 BR	34	L3		8'-8"
		38	L3	MIRRORED	
E	2 BR	13	L2		8'-8"
		37	L3	MIRRORED	
F	2 BR	41	L3	MIRRORED	21'-0"

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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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	7'-0"	
		40	L3			
		7	L2			
		26	L2			
		33	L3			
C	2 BR	48	L3	MIRRORED	5'-0"	
		8	L2			
		14	L2			
D.1	2 BR	34	L3	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

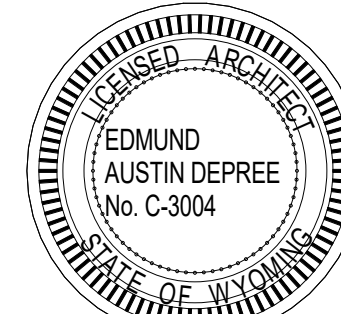
- BY-RIGHT COMMERCIAL
- BY-RIGHT SHORT TERM
- BONUS RESTRICTED
- BONUS MARKET

F.A.R. CALCULATIONS

FIRST FLOOR:	5,862 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



Project
Millward Street Apartments

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

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

G2.03

Drawing Name
THIRD FLOOR AREA PLAN



1 THIRD FLOOR AREA PLAN
1/8" = 1'-0"

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CT-2 CERAMIC WALL TILE AT BATHROOMS
CT-3 CERAMIC WALL TILE, KITCHEN BACKSPLASH

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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

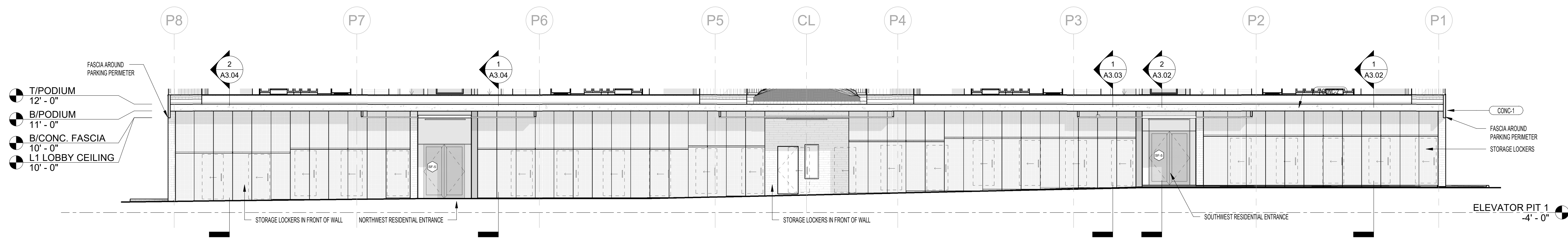
WD-4 TAG INTERIOR HARDWOOD FLOOR

WD-5 WOOD SLAT CEILING (BASIS OF DESIGN: USG TRUE WOOD
GRILLES)

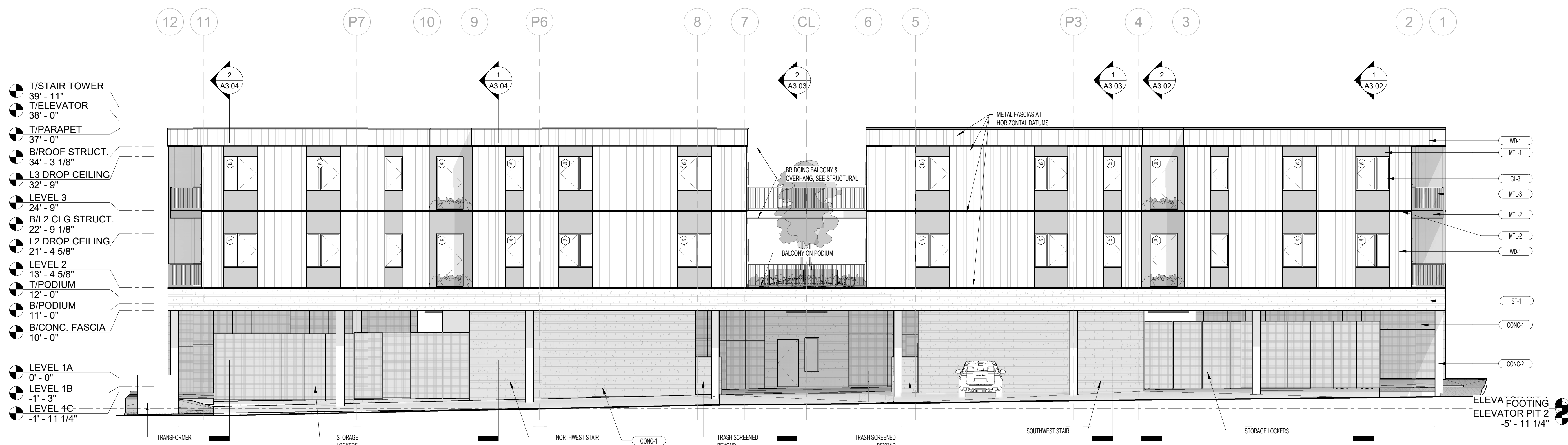
WD-6 WOOD INTERIOR WALL PANEL

WT-1 WINDOW SHADE

ST-1 STONE EXTERIOR



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".

GROUND FLOOR CEILING HEIGHT (MINIMUM = 12'-0" AVERAGE (144'))			
With drop ceilings in lobbies			
	CEILING HEIGHT (ft.)	FLOOR AREA (sq. ft.)	% OF TOTAL AREA
GROUND LEVEL	12.00	1,002	21.65%
LEVEL 1A LOBBY	12.00	197	4.25%
LEVEL 1B	14.00	2,239	47.81%
LEVEL 1C LOBBY	14.00	197	4.25%
LEVEL 1C	15.00	1,002	21.65%
WEIGHTED AVERAGE HEIGHT (ft.)		14.47	

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

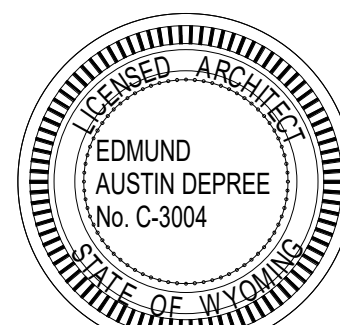
TRANSPARENCY UPPER STORIES, PRIMARY STREET
LEVEL 2: TOTAL FACADE AREA: 1,946 SF
TOTAL GLAZED AREA: 454 SF
PERCENT TRANSPARENT: 23% ± 20% REQUIRED
LEVEL 3: TOTAL FACADE AREA: 1,927 SF
TOTAL GLAZED AREA: 495 SF
PERCENT TRANSPARENT: 27% ± 20% REQUIRED

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.

ISSUED DATE	ISSUED FOR
1 06/17/2022	Issue for Schematic Pricing
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PROFESSIONAL SEAL



Project
Millward Street Apartments

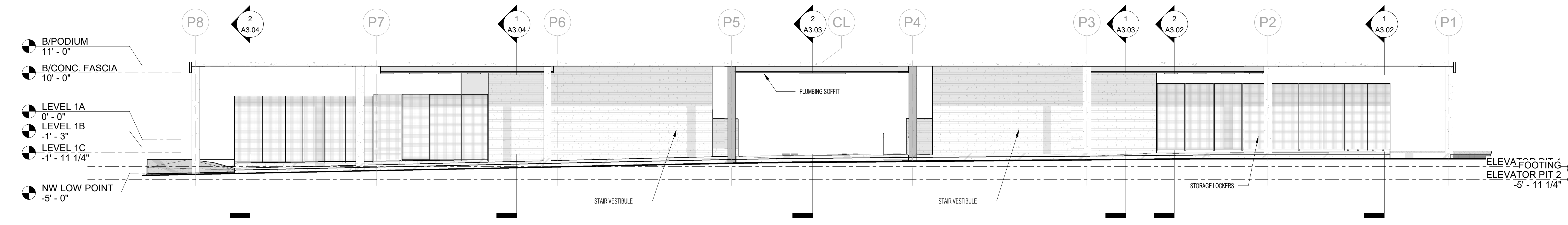
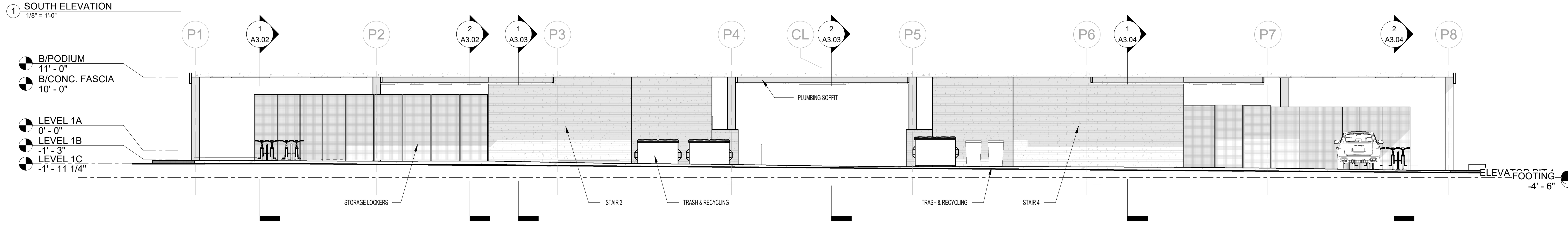
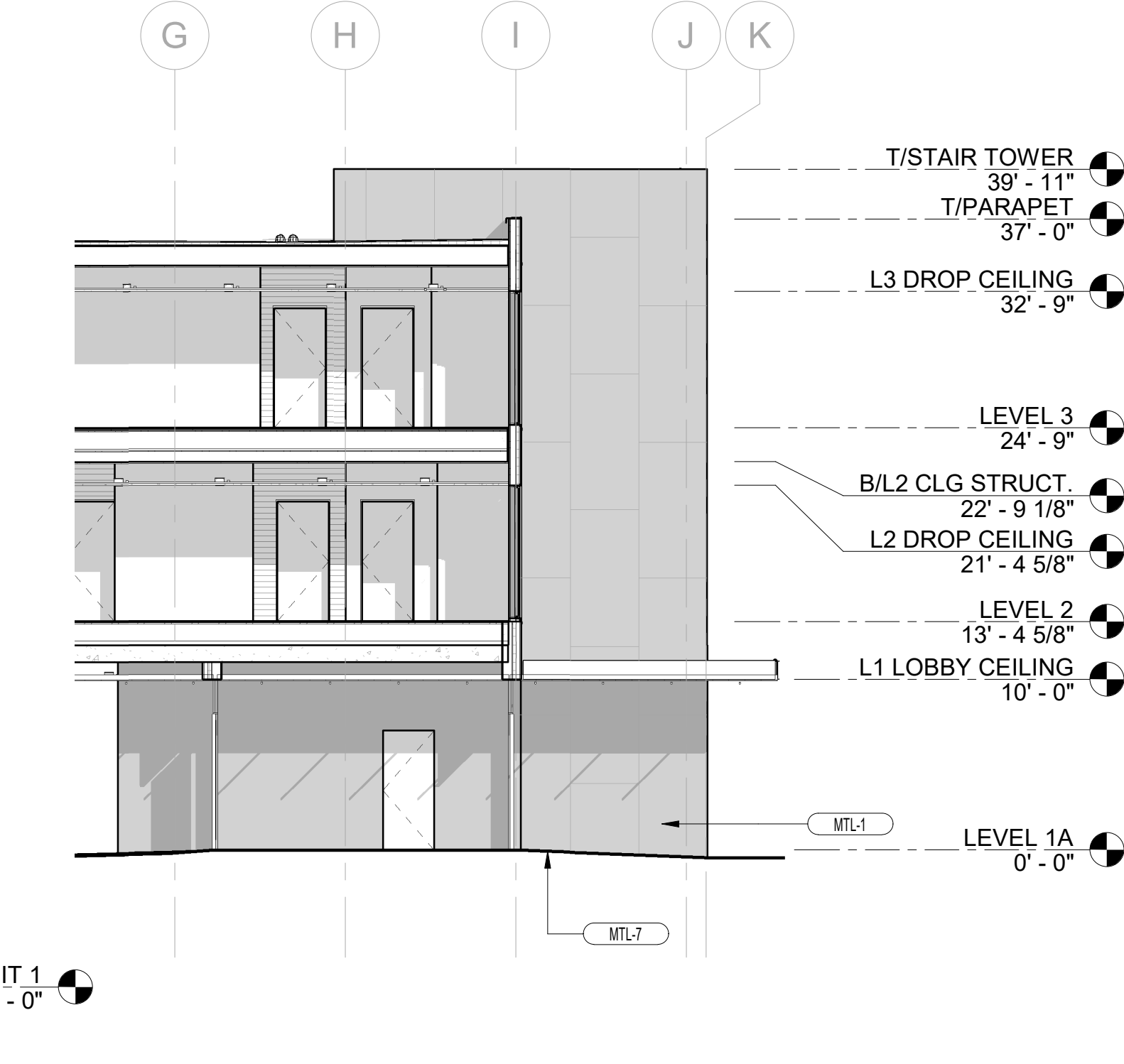
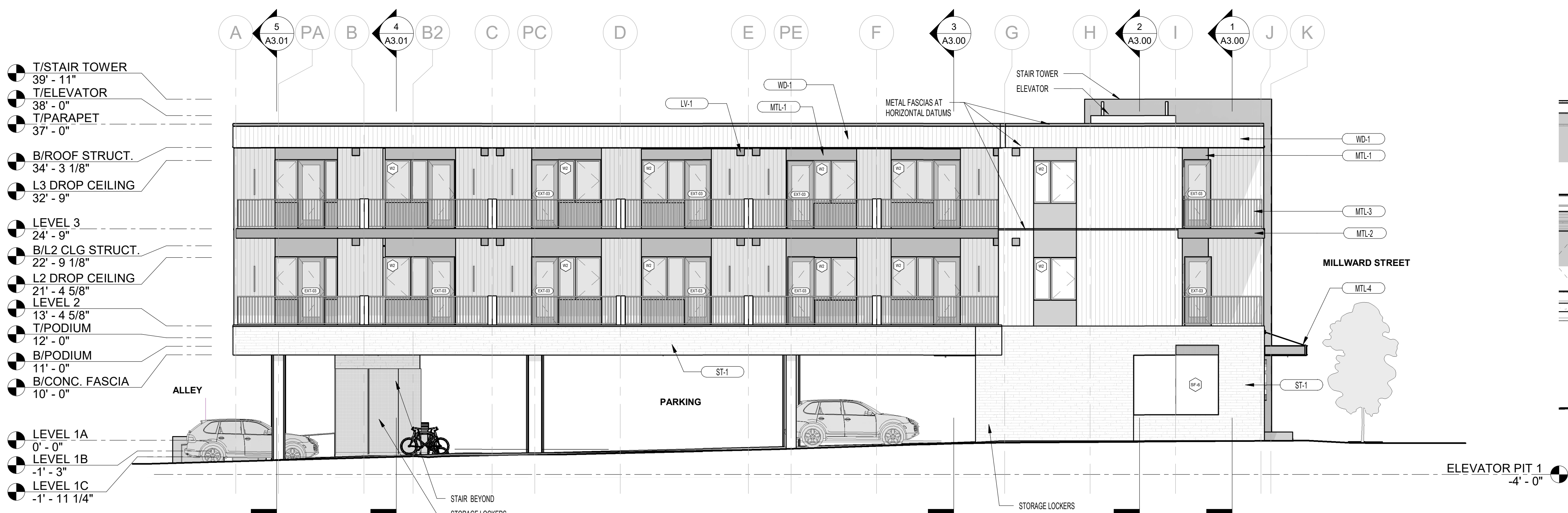
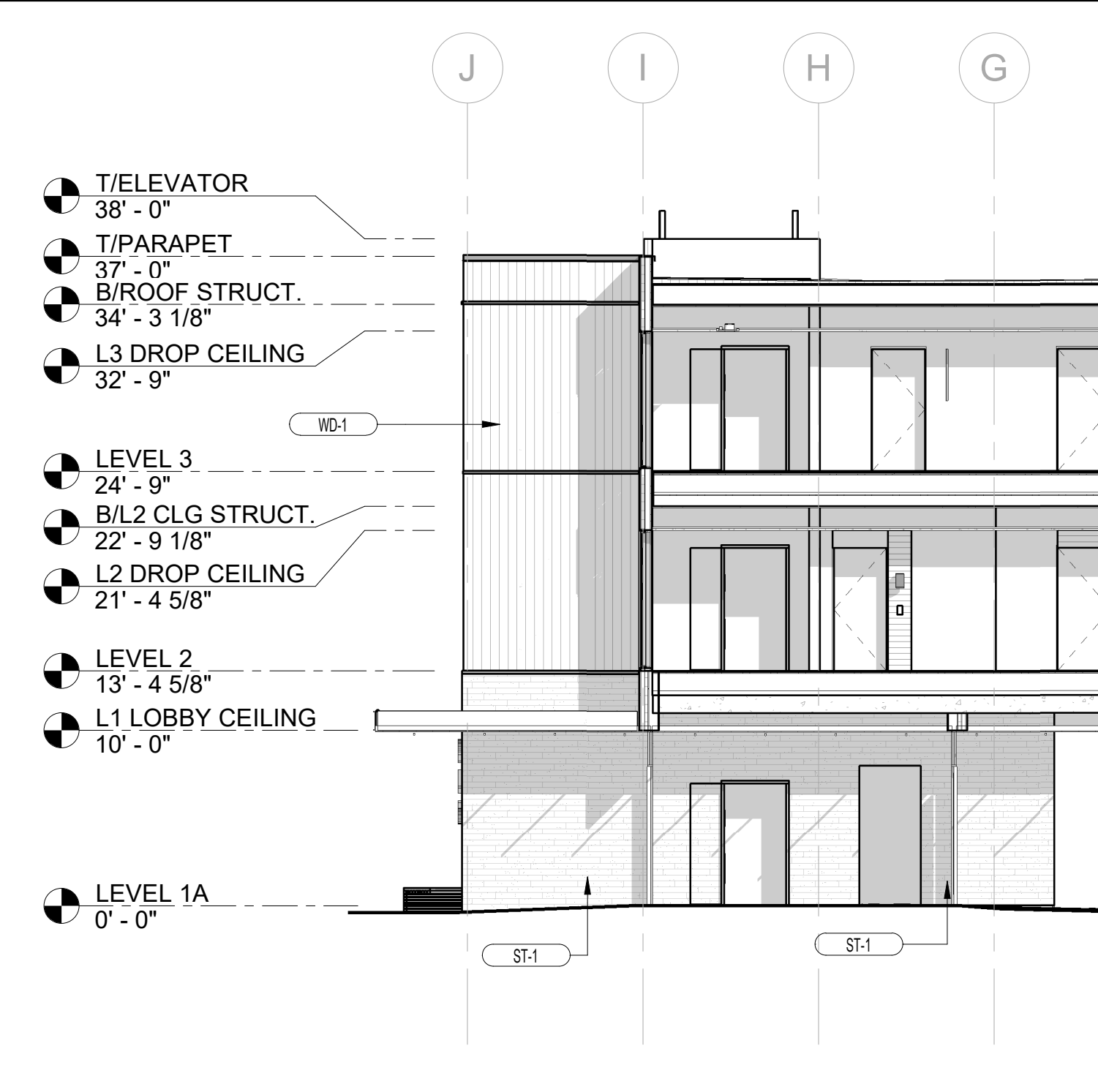
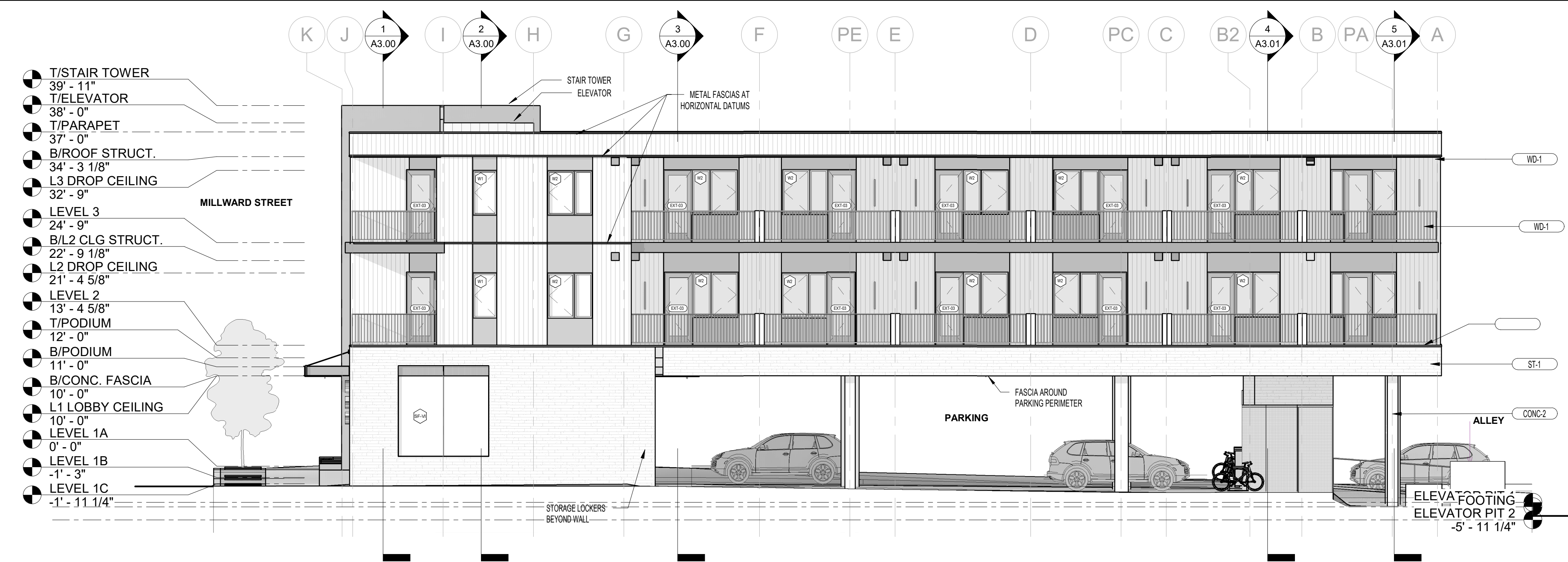
245 & 265 N. Millward St., Jackson, WY
83001

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Checker	Checked By
Discipline	Drawing No.

A2.00

Drawing Name
EXTERIOR ELEVATIONS

0 4 8 16 32



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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- CONC-3 SEALED, POLISHED CONCRETE
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- CPT-2 CARPET FLOOR
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Project
Millward Street Apartments

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

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Checker	Checked By
Discipline	Drawing No.

A2.01

Drawing Name
EXTERIOR ELEVATIONS

Project Status

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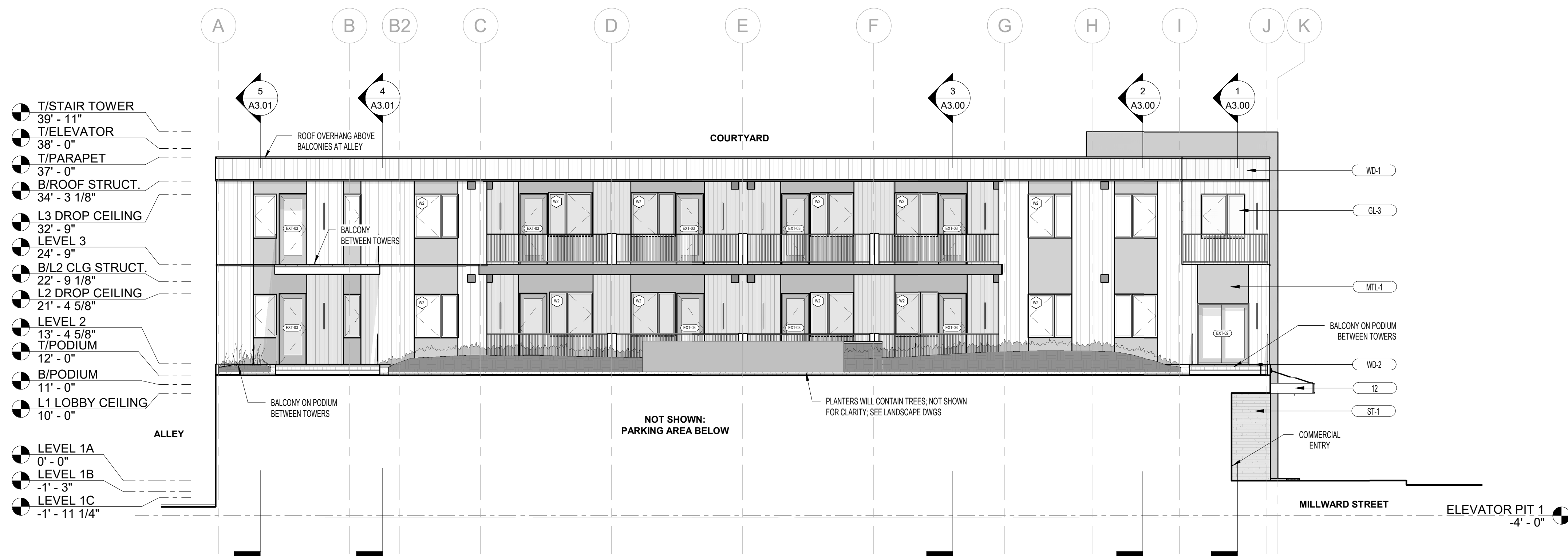
WD-4 TAG INTERIOR HARDWOOD FLOOR

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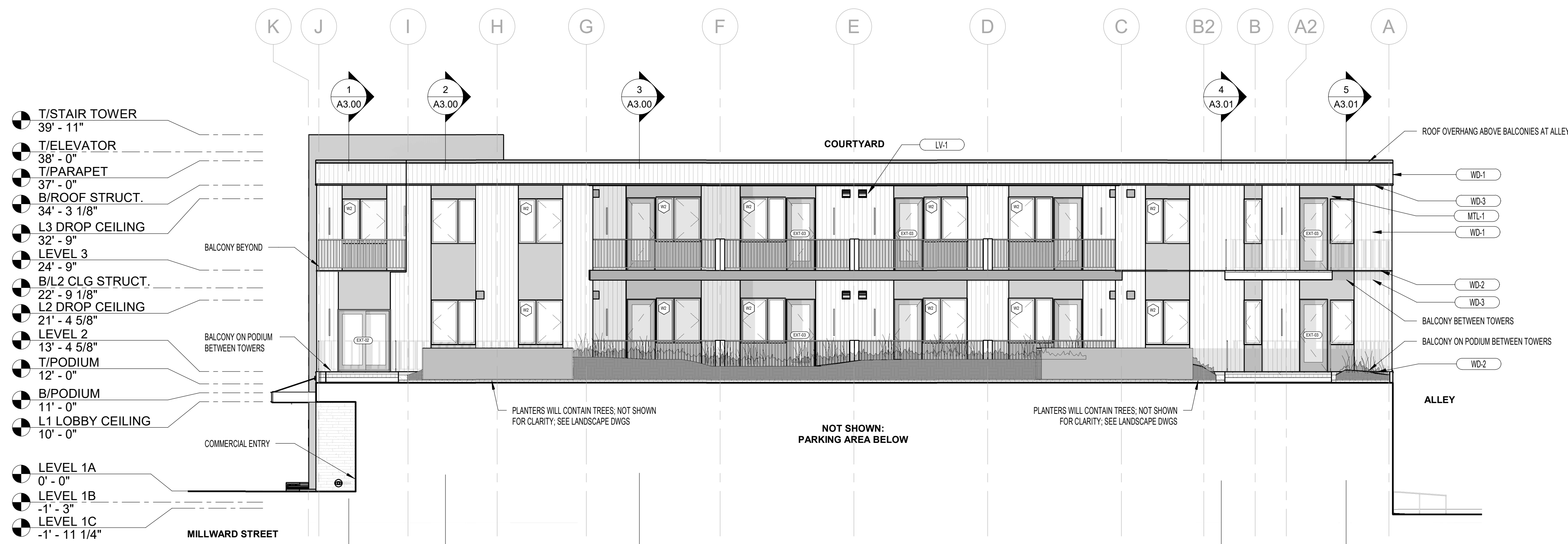
WD-6 WOOD INTERIOR WALL PANEL

WT-1 WINDOW SHADE

ST-1 STONE EXTERIOR



2 NORTH COURTYARD ELEVATION
1/8" = 1'-0"



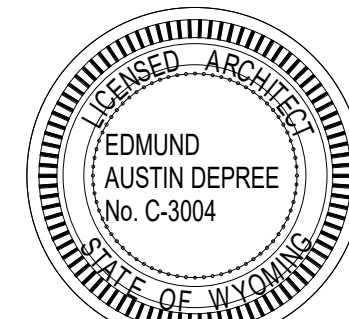
1 SOUTH COURTYARD ELEVATION
1/8" = 1'-0"



ISSUED DATE ISSUED FOR

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PROFESSIONAL SEAL



Project
Millward Street Apartments

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

2210	Project No.
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Checker	Checked By
Discipline	Drawing No.

A2.02

Drawing Name
EXTERIOR ELEVATIONS

MATERIAL LEGEND

CONC-1 CAST-IN-PLACE BOARD-FORMED CONCRETE, 6" BOARDS,
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PROFESSIONAL SEAL



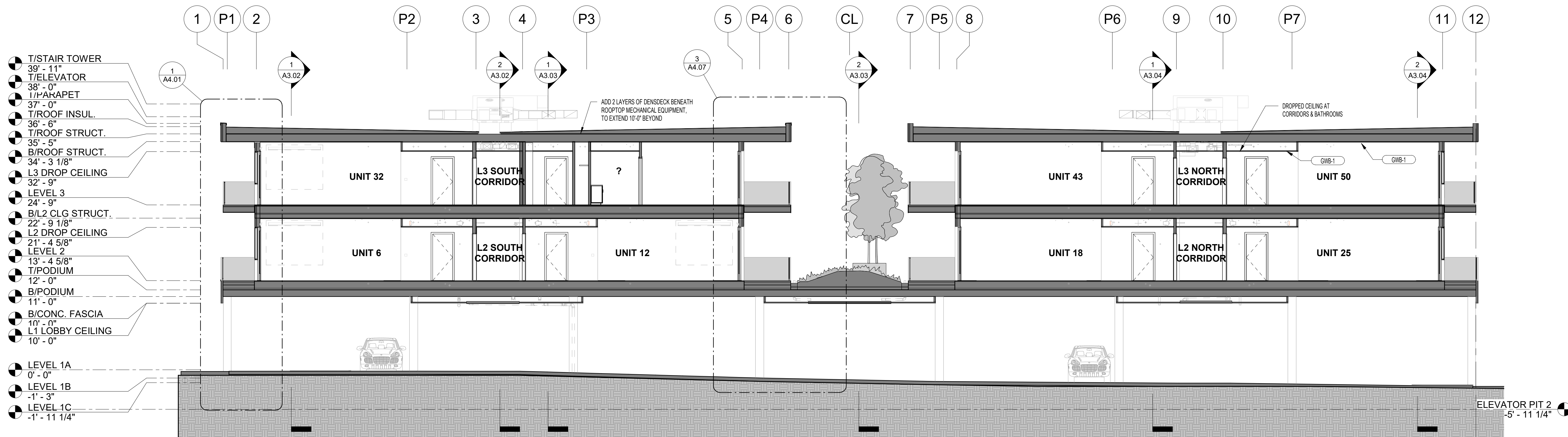
Project
Millward Street Apartments

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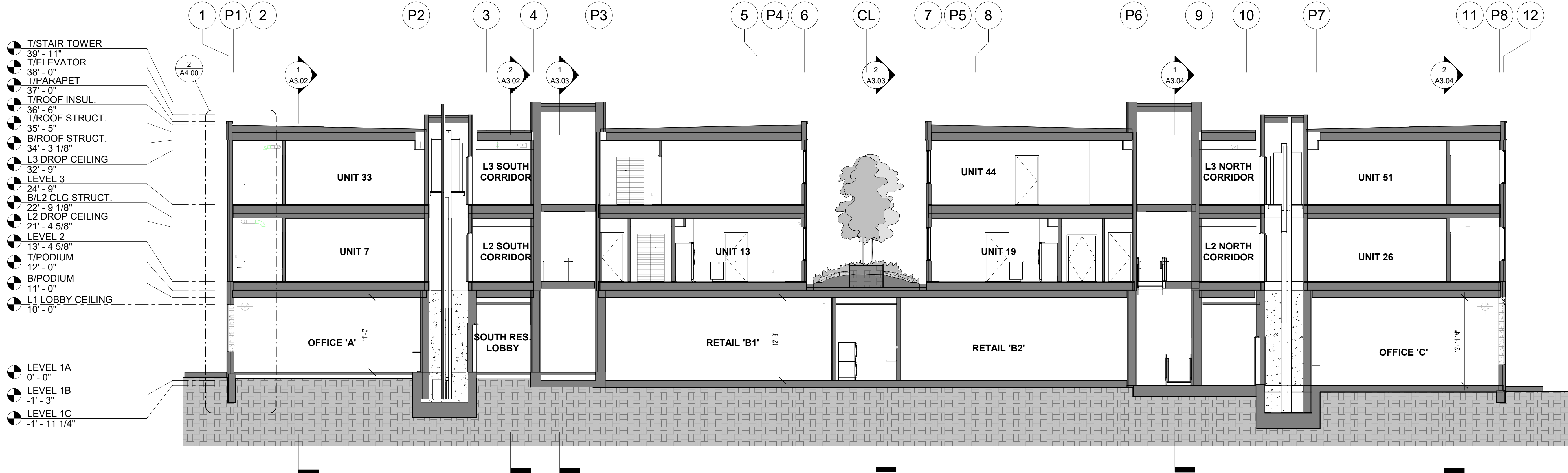
2210	Project No.
KD/CK	Drawn By
Checker	Checked By
Discipline	Drawing No.

A3.00

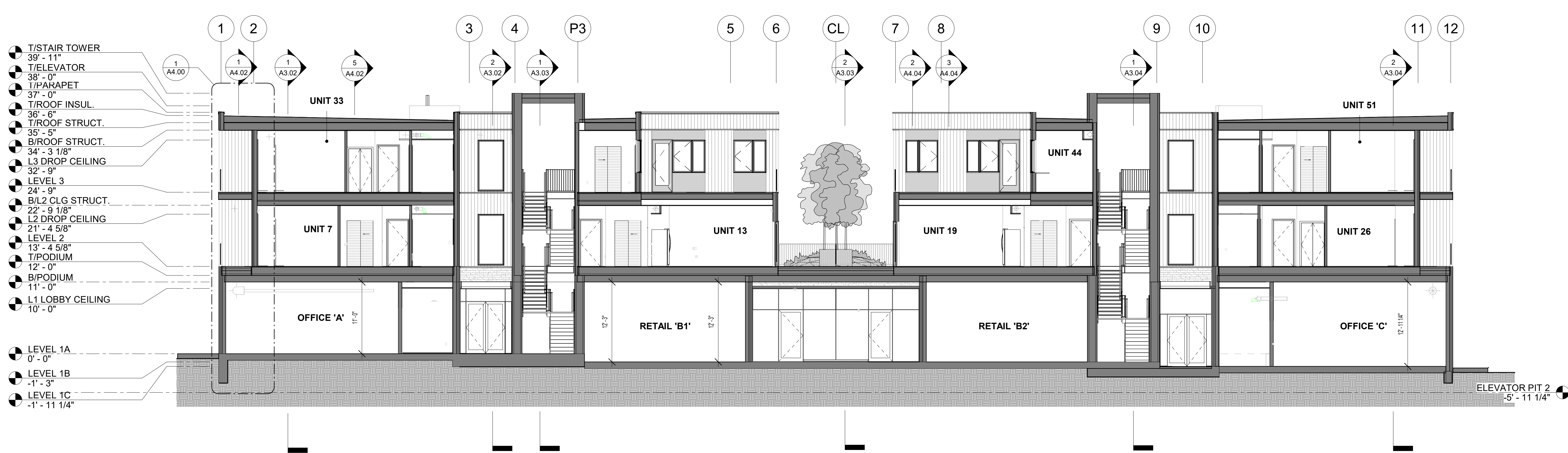
Drawing Name
BUILDING SECTIONS



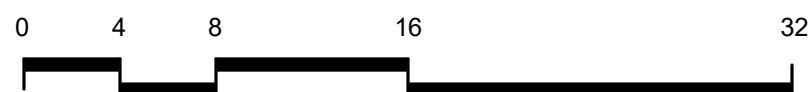
3 NORTH-SOUTH BUILDING SECTION 3
1/8" = 1'-0"



2 NORTH-SOUTH BUILDING SECTION 2
1/8" = 1'-0"



1 NORTH-SOUTH BUILDING SECTION 1
1/8" = 1'-0"



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.

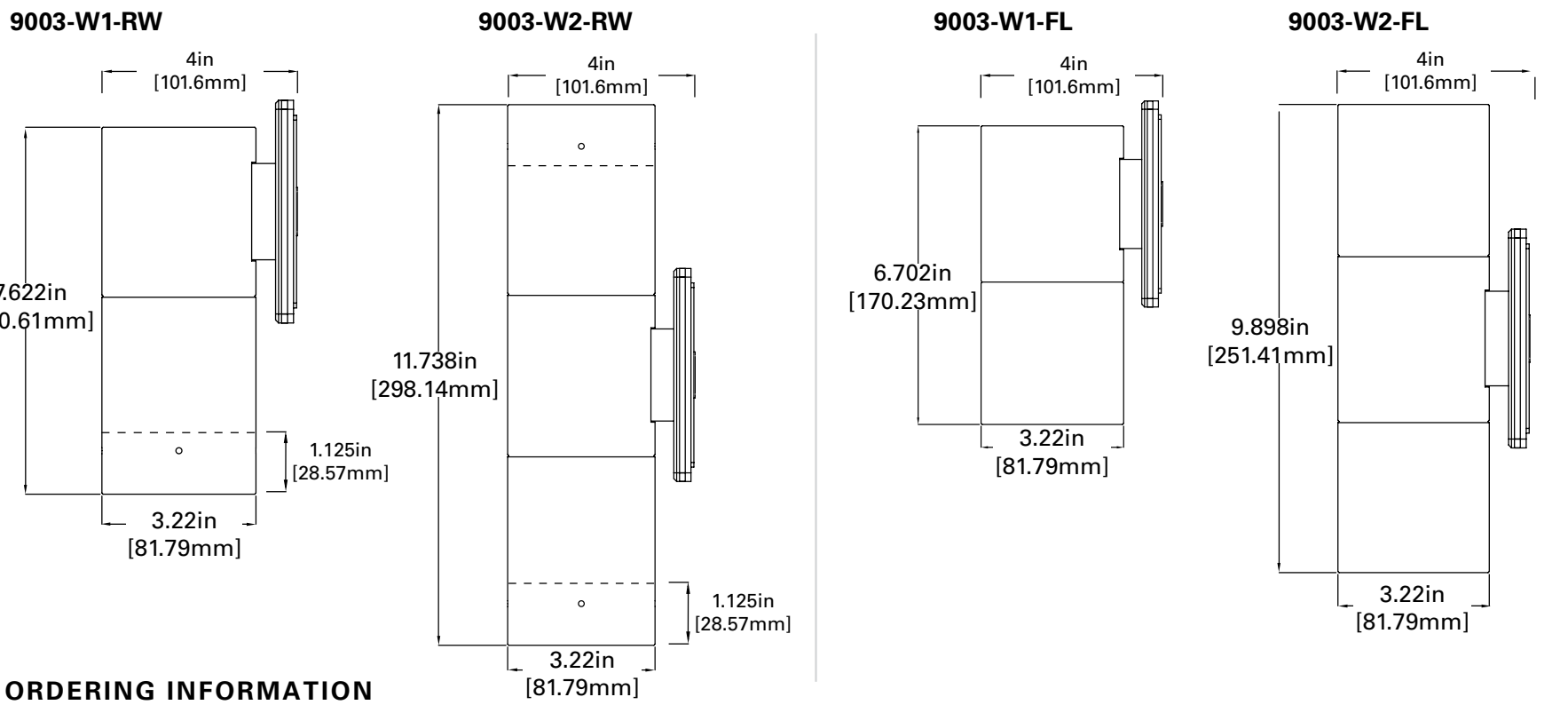
SPECIFICATION FEATURES

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 W1/W1-W2 9003-W1/W2 use L1 use W1S/W1S-W2C Integral Driver Mount WIS 1-4 Wall Integral Driver Plate	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 LC2
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.

Lanterra 9003

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



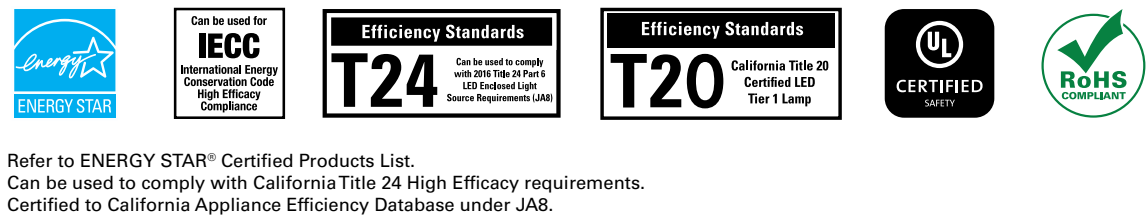
HALO

HL36AR

3" Round Shallow Directional Remodeler LED Module and Trims

Typical Applications
Residential, Light Commercial

Product Certification



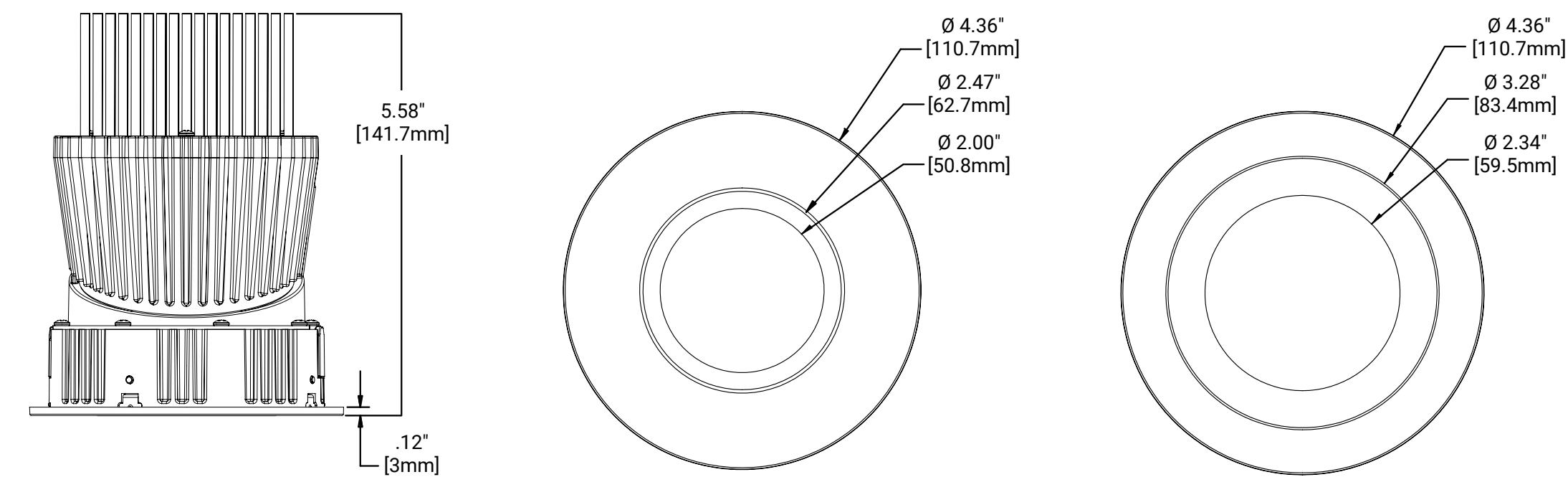
Product Features



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



TD506024EN
6-2022

NEIGHBORHOOD CONTEXT



EAST - WEST STREET SECTION



NORTH - SOUTH STREET SECTION

EAST

Homewood Suites,
Single Family Homes,
Multifamily Apartments

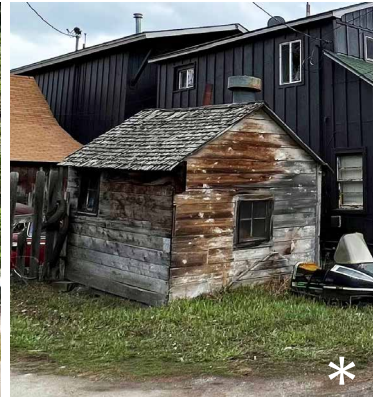
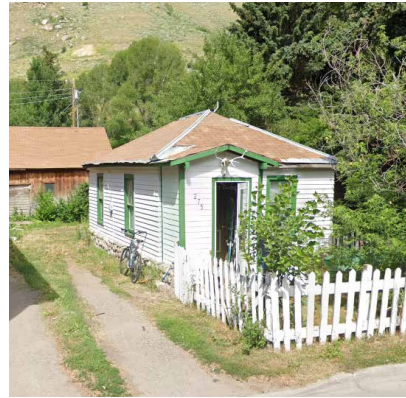


NEIGHBORHOOD CONTEXT

* Common material:
Wood boards, natural color

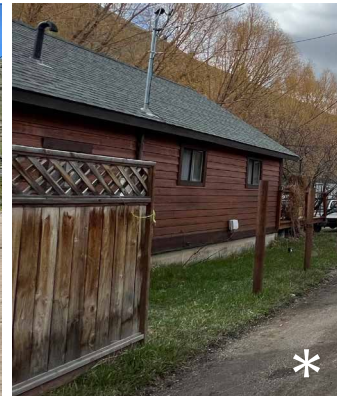
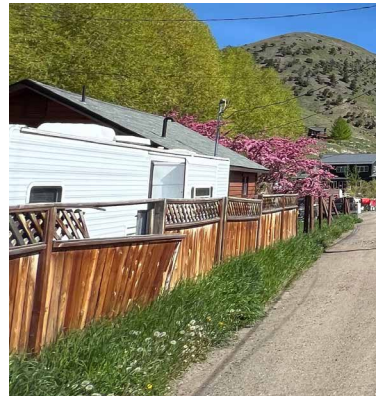
NORTH

Single Family Homes,
Inn on the Creek



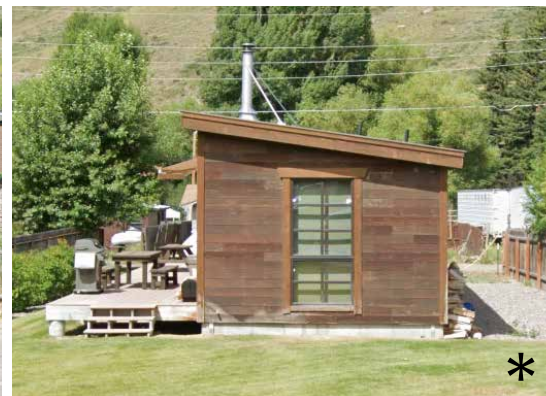
WEST

Single Family Homes



SOUTH

Single Family Homes



PROPOSED MATERIAL PALETTE

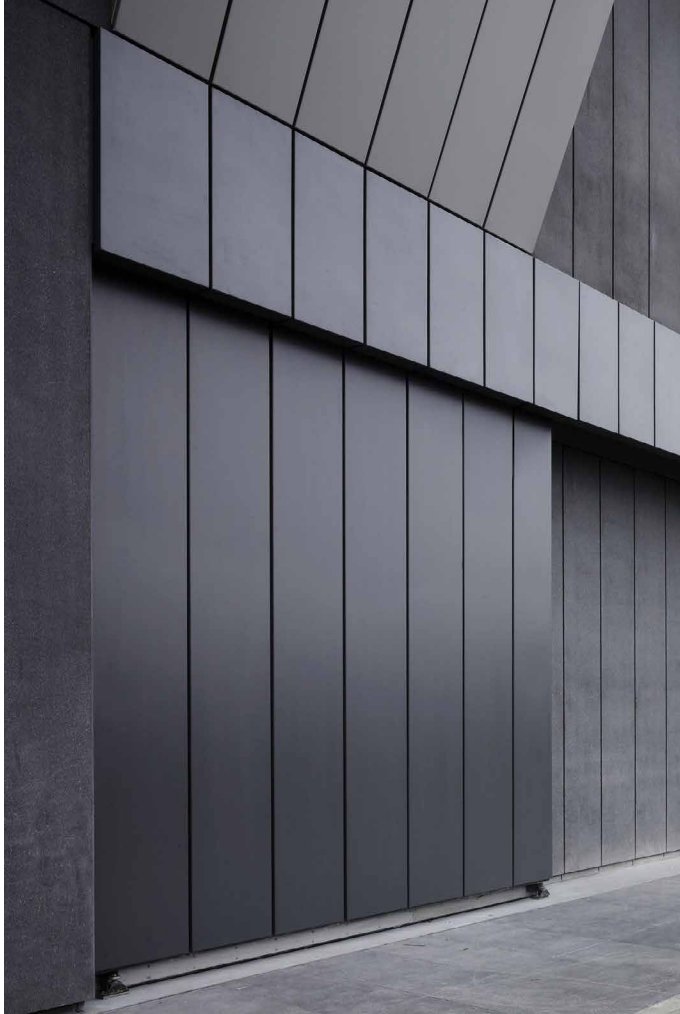
1 BOARD FORMED CONCRETE
EXTERIOR WALLS, LEVEL 1



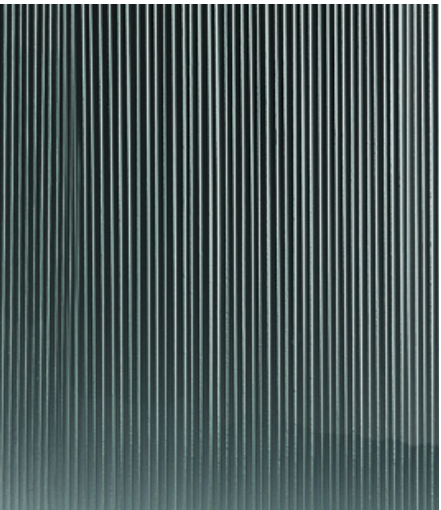
2 CEDAR SIDING
EXTERIOR WALLS, LEVELS 2 & 3, & ROOF FASCIAS



3 METAL PANEL RAINSCREEN
EXTERIOR CLADDING @ WINDOWS & STAIRS



4 FRITTED GLASS OR FLUTED BACKLIT GLASS
STAIR TOWERS ALONG MILLWARD ST.

















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8 03/06/2023	Development Plan Revision

PROFESSIONAL SEAL



Project
Millward Street Apartments

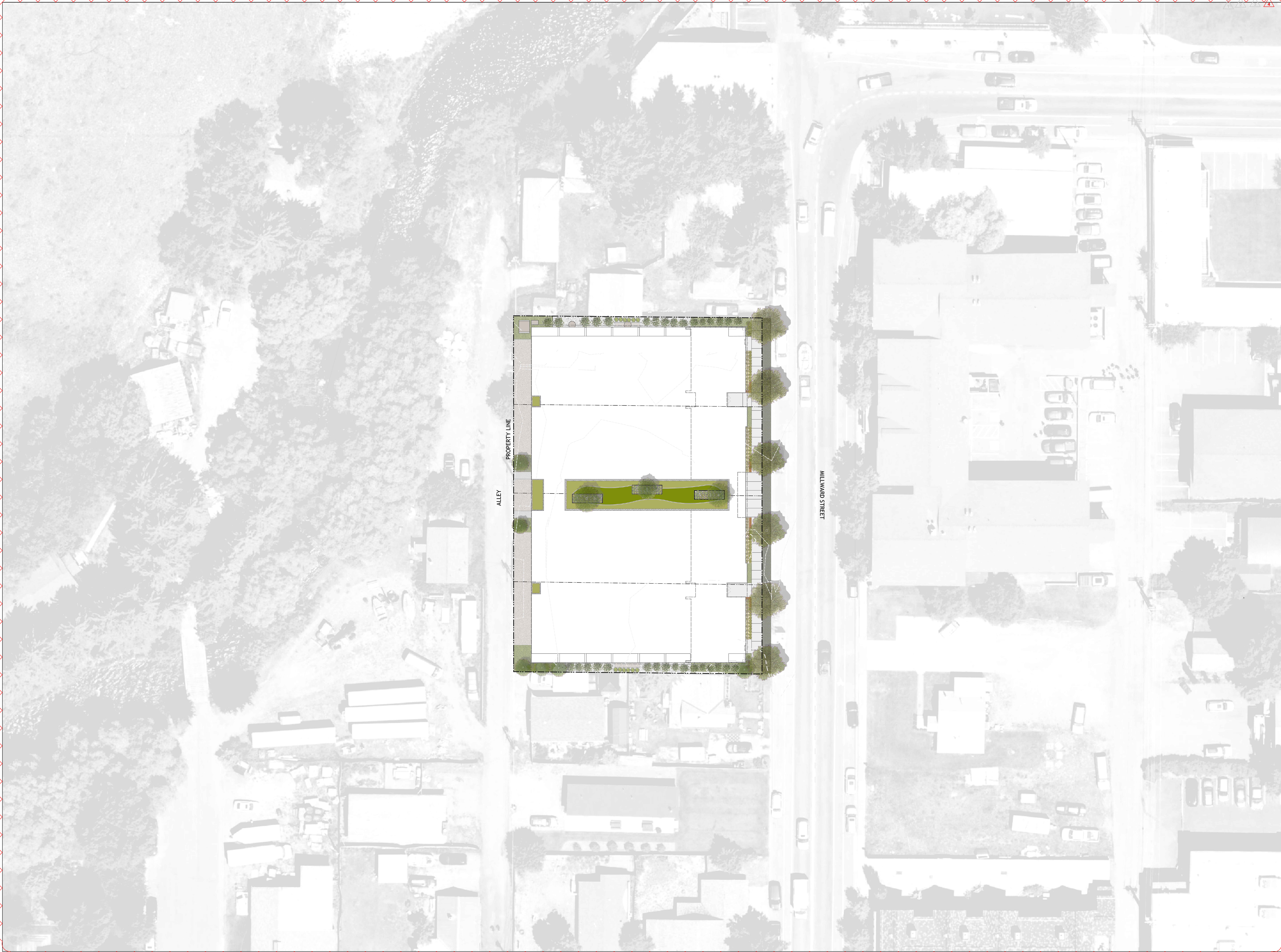
245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No.
Drawer	Drawn By MA
Checker	Checked By HF
Discipline	Drawing No.

L0.1

Drawing Name
EXISTING CONDITIONS

Project Status



ALLEY
PROPERTY LINE

MILLWARD STREET



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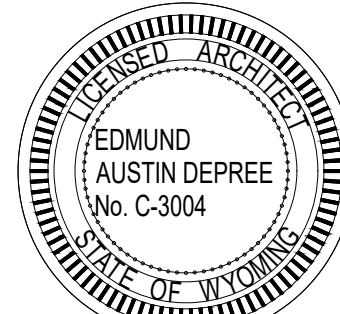
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Project Status

PROFESSIONAL SEAL



Edmund Austin Depree

Project
Millward Street Apartments
245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No.
Drawer	Drawn By MA
Checker	Checked By HF
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
--------------------------	--

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:

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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 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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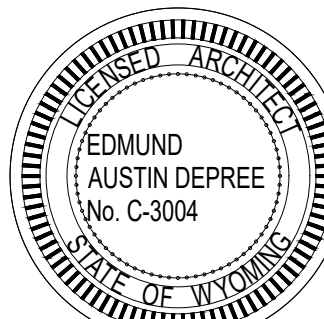
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PROFESSIONAL SEAL



Project
Millward Street Apartments

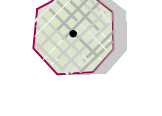
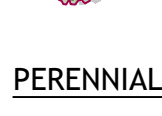
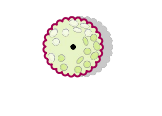
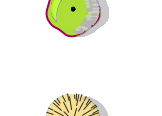
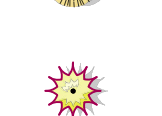
245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No.
Drawer	Drawn By MA
Checker	Checked By HF
Discipline	Drawing No.

L0.3

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

PLANT UNIT CALCULATIONS AND BOND REQUIREMENT

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ALLEY

PROPERTY LINE

ROOF LINE

MILLWARD STREET



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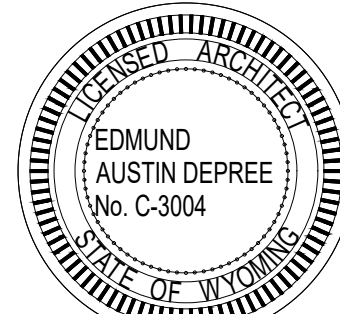
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Project Status

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.

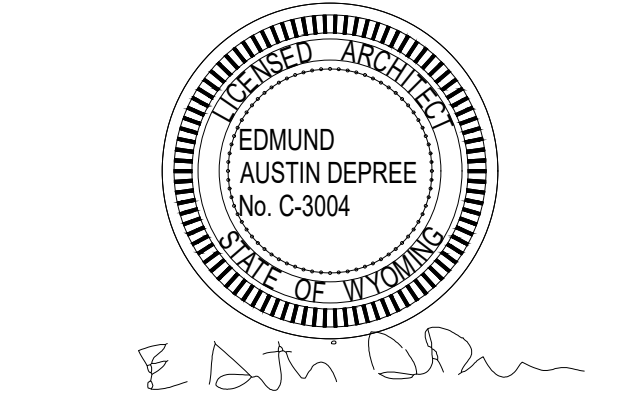
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Drawing Name
SITE PLAN



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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.

L0.4

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

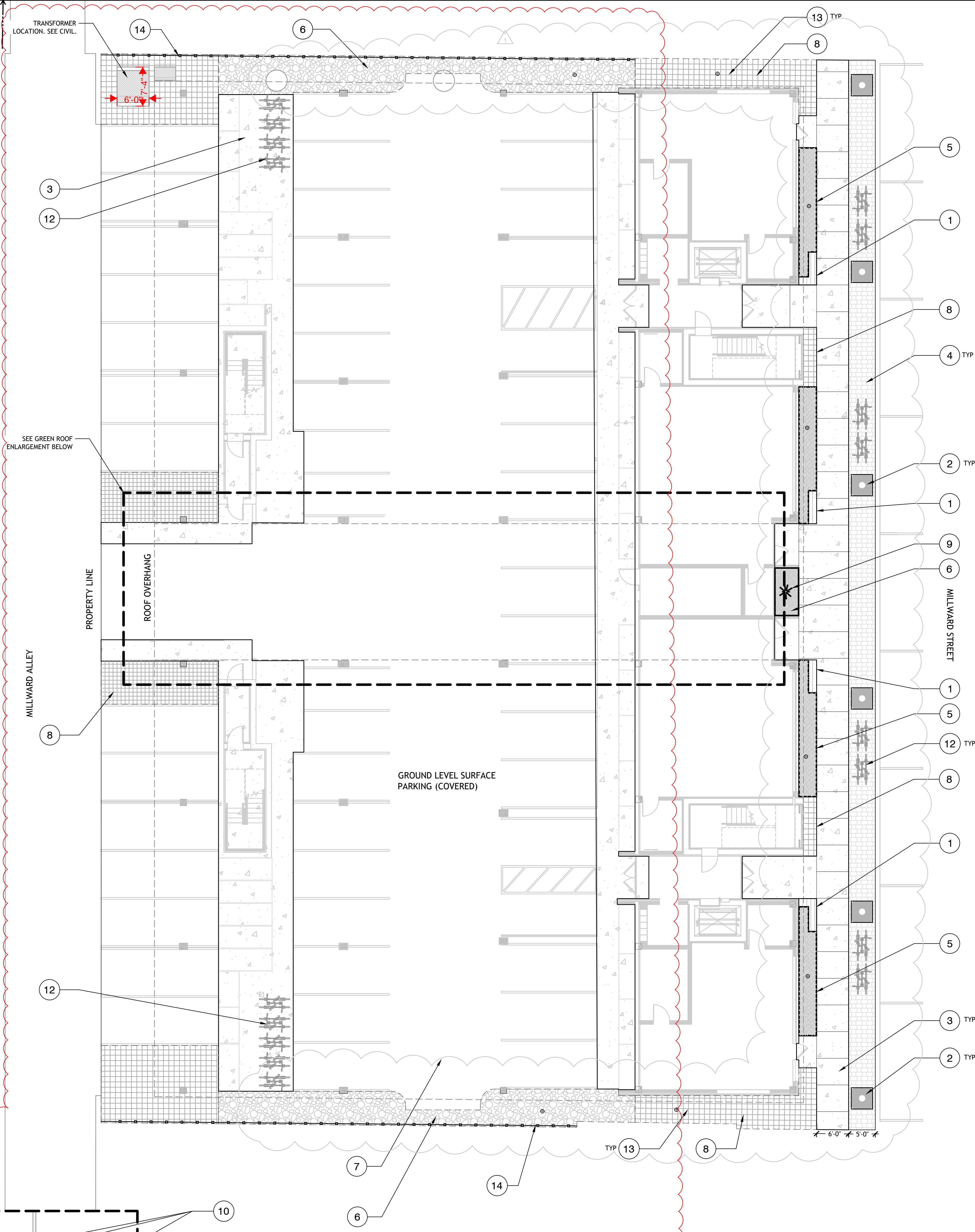
LANDSCAPE SURFACE AREA CALCULATIONS

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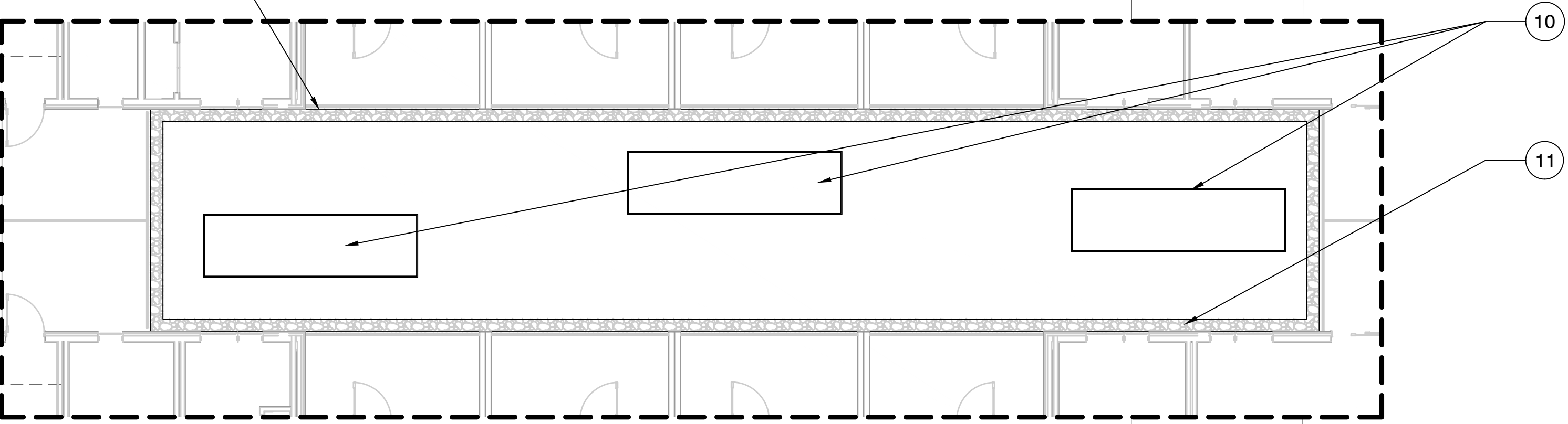
MATERIAL NOTES SCHEDULE

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	

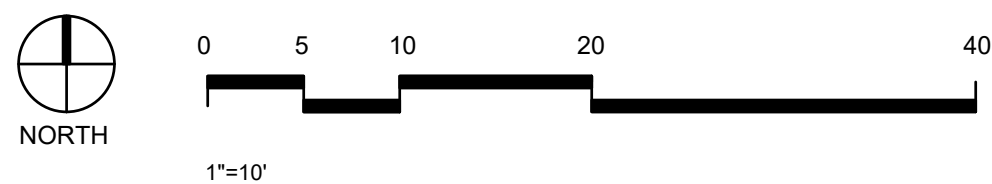


LEGEND	
	PROPERTY BOUNDARY
	PARCEL LOTS
	EASEMENT
	FENCE
	DRIVEWAY
	ROADWAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR

SEE ARCH FOR HYDROTECH INTENSIVE GREEN ROOF



GREEN ROOF ENLARGEMENT
1"=8'



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PROFESSIONAL SEAL



Project
Millward Street Apartments

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

2210	Project No.
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Discipline	Drawing No.

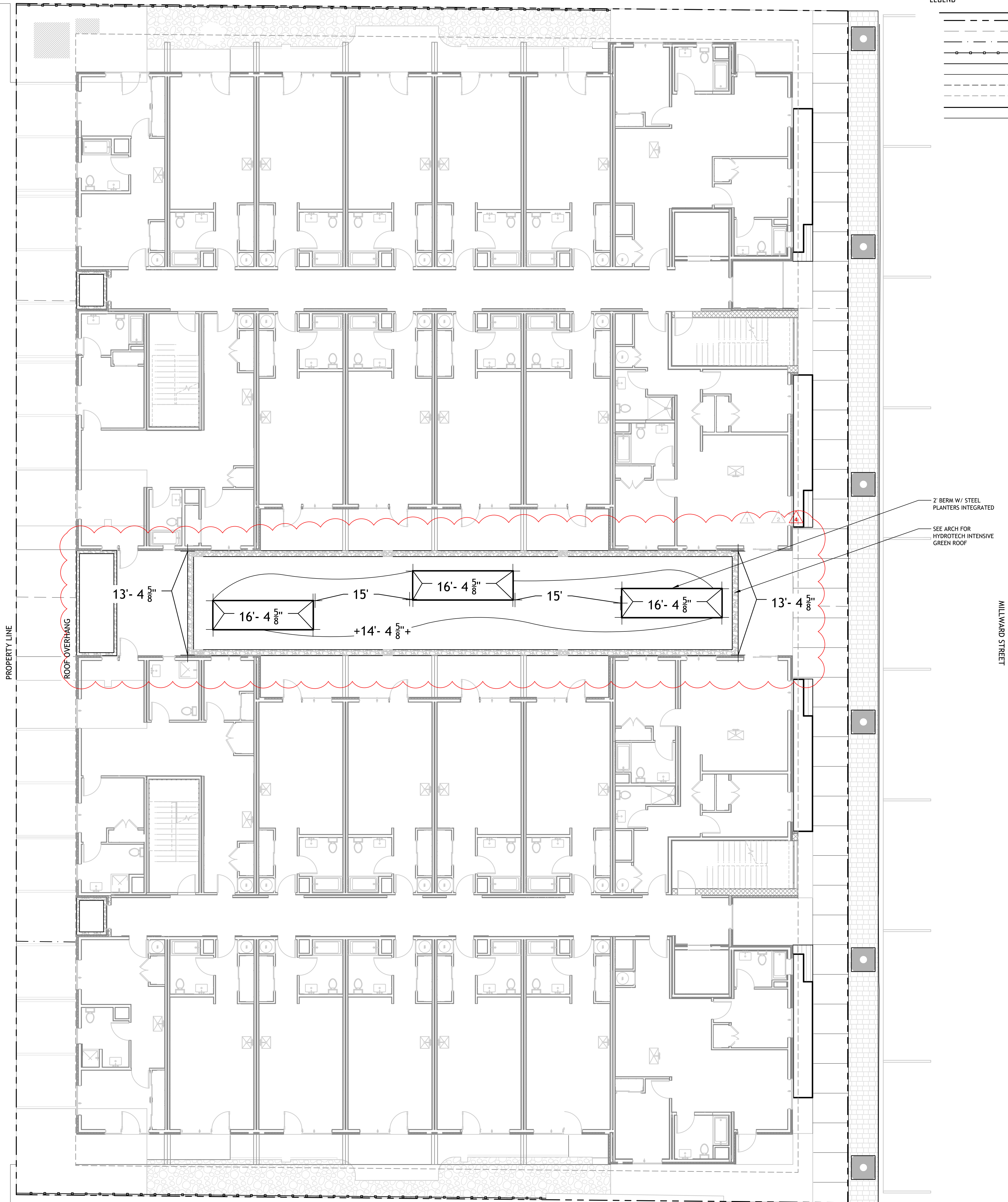
L1.0

Drawing Name
MATERIALS PLAN: LEVEL 1

Project Status

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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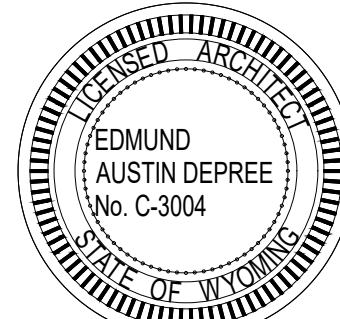
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Project
Millward Street Apartments

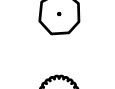
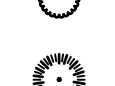
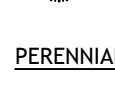
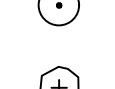
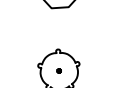
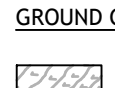
245 & 265 N. Millward St., Jackson, WY
83001

2210	Project No.
Drawer	Drawn By MA
Checker	Checked By HF
Discipline	Drawing No.

L2.0

Drawing Name
GRADING: GREEN ROOF

Project Status

TREES	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONTAINER</u>	<u>QTY</u>
	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
SHRUBS	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONTAINER</u>	<u>QTY</u>
	Cornus alba 'Elegantissima'	Silveredge Tatarian Dogwood	5 gal.		
	Cornus sericea 'Kelsey'	Kelsey' s Dwarf Red Twig Dogwood	5 gal.		18
	Crataegus douglasii	Douglas Hawthorn	6"	B&B	33
PERENNIALS AND GRASSES	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONTAINER</u>	<u>QTY</u>
	Astilbe x arendsi 'Happy Day'	Happy Day Astilbe	1 gal.		10
	Carex appalachica	Appalachian Sedge	1 gal.		50
	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
GROUND COVERS	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONTAINER</u>	<u>QTY</u>
	Native Meadow Sod		sod		1,407 sf

1. 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.
2. Excavation 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.
3. Verify locations and 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.
4. Grading of final grade shall be done carefully and, if necessary, by hand. The final grade of planting areas and lawns shall be 1/4 inches below adjacent edging or paving. Confirm final depth and whether lawns are to seed or sod. Once final grade has been approved, no vehicle or human traffic will be allowed to approach areas other than those necessary for planting to prevent topsoil compaction.
5. Compost mulch shall be organic and free of any synthetic or chemical material. The final grade of planting areas and lawns shall be 1/4 inches below symbols shown on the plans, then the plans shall govern the plant count.
6. For areas to receive seed or sod and/or to produce planting soil for areas indicated on details, amend landscape topsoil with organic compost to a depth of 4 inches.
7. 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 3 decaequivalents/mg; not to exceed 0.5 percent iron contaminants and 0.5 percent of substances toxic to planting; organic matter content 50 to 60 percent dry weight. Source: Glacior Gold compost or approved equal.
8. The Landscape Architect shall review all plant materials at the source or nursery or by photographs provided by Contractor prior to shipment. The Contractor shall submit a list of all plant materials to be used on the project. The list shall include plant material either at the source or when delivered to the project site. All landscaping material shall comply with Wyoming Nursery Stock Law.
9. Carefully align and space plant materials as indicated in these notes, drawings, and details. The final location of plant materials is to be determined by the Contractor. The Contractor shall be responsible for 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 to be installed.
10. All plants shall be planted at the same level with timing to finish grade as they were grown in the field or nursery.
11. No pruning of existing or newly planted trees or shrubs shall be allowed without the direction and approval of the Landscape Architect.
12. See irrigation design sheets for all irrigation information.
13. For all built & burp trees, remove burp from top 1/3 rootball and enter wire basket as tree pits are backfilled.
14. All installed trees shall be staked. The Landscape Architect shall review and reserves the right to reject the method and/or installation of tree stakes and guying systems prior to acceptance.
15. 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 remove noxious weeds.
16. 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. No work shall be done after final acceptance of the project by the landscape contractor.
17. All seed plant material with Wyoming Seed Law. Seed shall be purchased from a licensed supplier by the Wyoming Department of Agriculture. Seed shall be certified by the Wyoming Department of Agriculture and shall be certified to be free of noxious weeds.
18. Apply 16-16-16 fertilizer at the rate of 15 lbs per 1,000 SF and till into top 4" of areas to receive seed or sod.
19. Planting period for seed and sod shall be immediately after frost grading and irrigation installation is accepted but no later than September 30. For seed, seed shall be installed after September 30 to no later than June 1.
20. All disturbed areas not receiving other treatment are to receive native seed. Contractor shall be responsible for field verification taken precedence over quantity listed.

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) 3" Caliper Trees
(36) 6' Shrubs or Multi-Stem Trees
(34) #5 Container Shrubs

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%

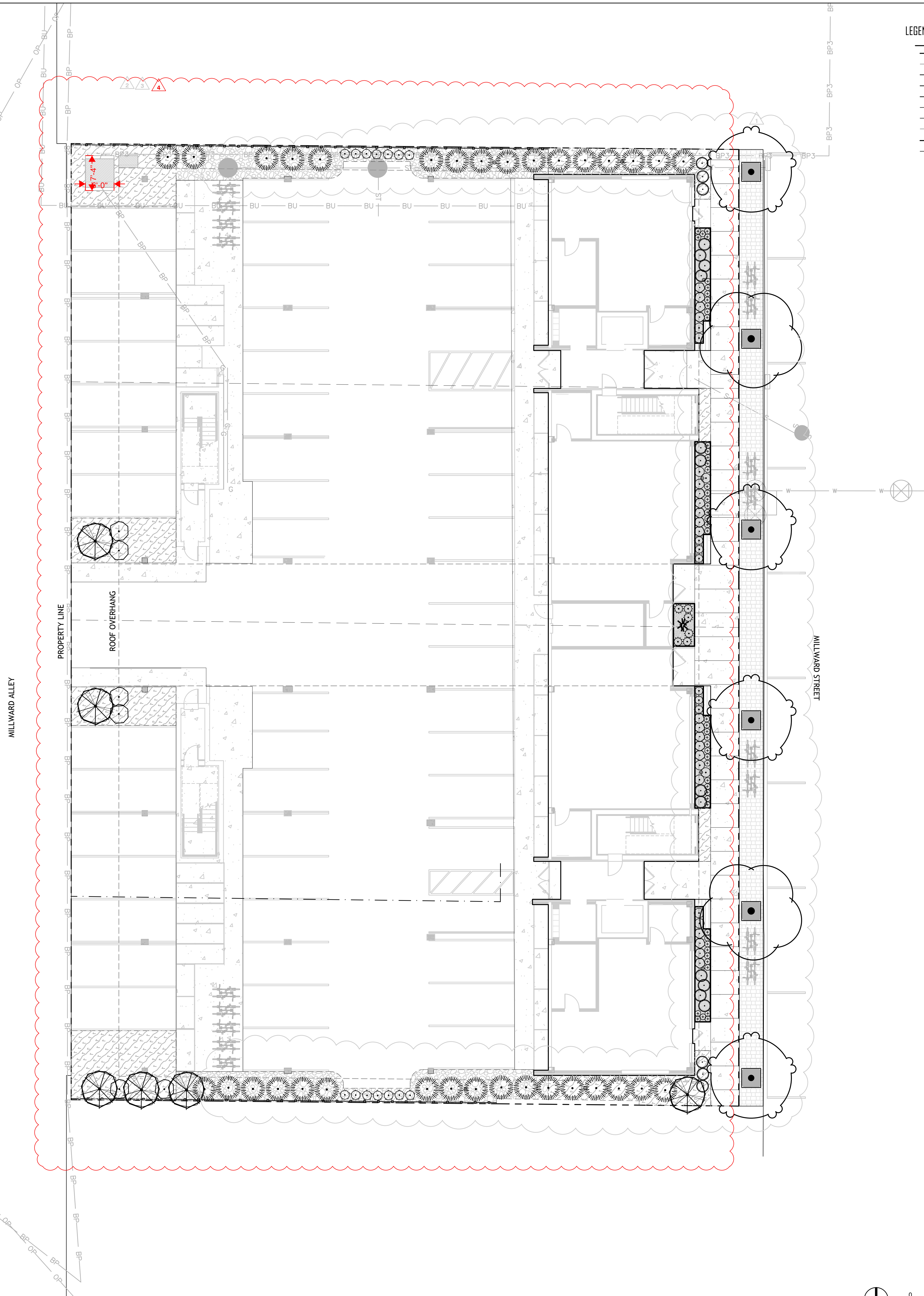
1. Prior to construction, Contractor shall contact The Teton County Weed & Pest, or other qualified professional, to conduct a site specific inventory of invasive species and create a species specific management plan in accordance with Teton County W.S. 1-1-101-109.

ACTIVE CONSTRUCTION MANAGEMENT STRATEGIES TO BE PERFORMED BY CONTRACTOR

1. All construction equipment to be used must conform to the equipment used in the control methods prescribed in the species specific management plan created prior to invasive species. This area shall be monitored and treated at least once during growing season.
2. Soil topsoils to be routinely checked and treated for invasive species.
3. Disturbance outside of the construction zone and in areas where invasive species are present shall be minimized.
4. Construction equipment shall be cleaned and disinfected prior to leaving the construction site.

POST-CONSTRUCTION MANAGEMENT STRATEGIES TO BE PERFORMED BY CONTRACTOR

1. Re-vegetation to occur immediately after construction is complete to prevent the establishment of invasive species in disturbed areas growing season.
2. Nursery stock used is 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 sourced from W.S. 1-1-101-109, and shall be accompanied by a valid health certificate, and acquired through a dealer licensed by the Wyoming Department of Agriculture.
3. Contractor weed free base, gravel, and soil shall be used to the greatest degree possible.
4. Teton County Weed & Pest shall be contacted to create a post-construction management plan.



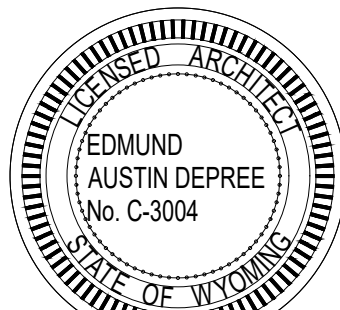
	PROPERTY BOUNDARY
	PARCEL LOTS
	EASEMENT
	FENCE
	DRIVEWAY
	ROADWAY
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR



	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% CU
6	02/17/2023	50% CD
7	02/24/2023	Development Plan Revision
8	03/06/2023	Development Plan Revision

Project Status

PROFESSIONAL SEAL



rd Street Apartments

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

2210	Project No.
Drawer	Drawn By MA
Checker	Checked By HF
Discipline	Drawing No.

L4.0

Drawing Name

PLANTING PLAN: LEVEL 1

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



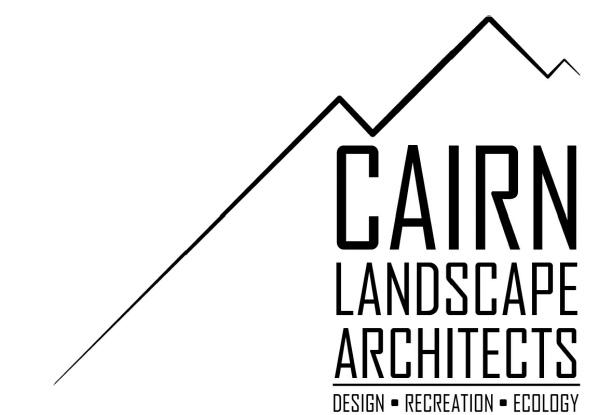
NORTHWORKS

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	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.

L4.1

Drawing Name

PLANTING PLAN: GREEN ROOF



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

Project Status

PROFESSIONAL SEAL



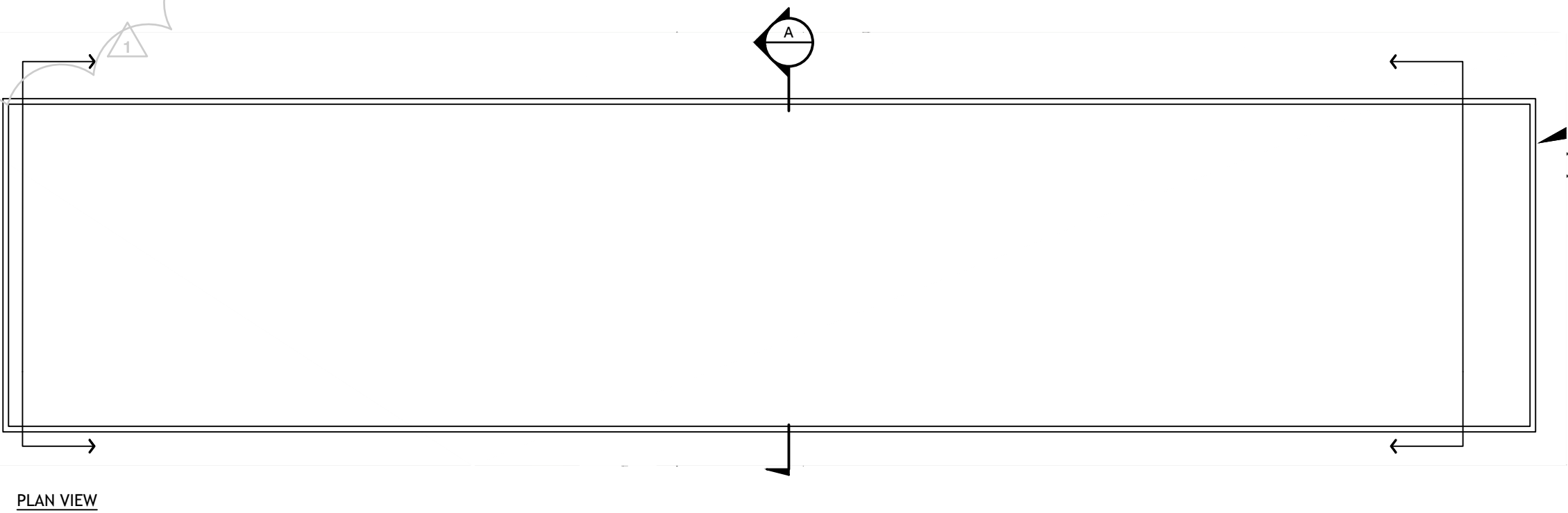
Project
Millward Street Apartments

245 & 265 N. Millward St., Jackson, WY
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Drawer	Drawn By MA
Checker	Checked By HF
Discipline	Drawing No.

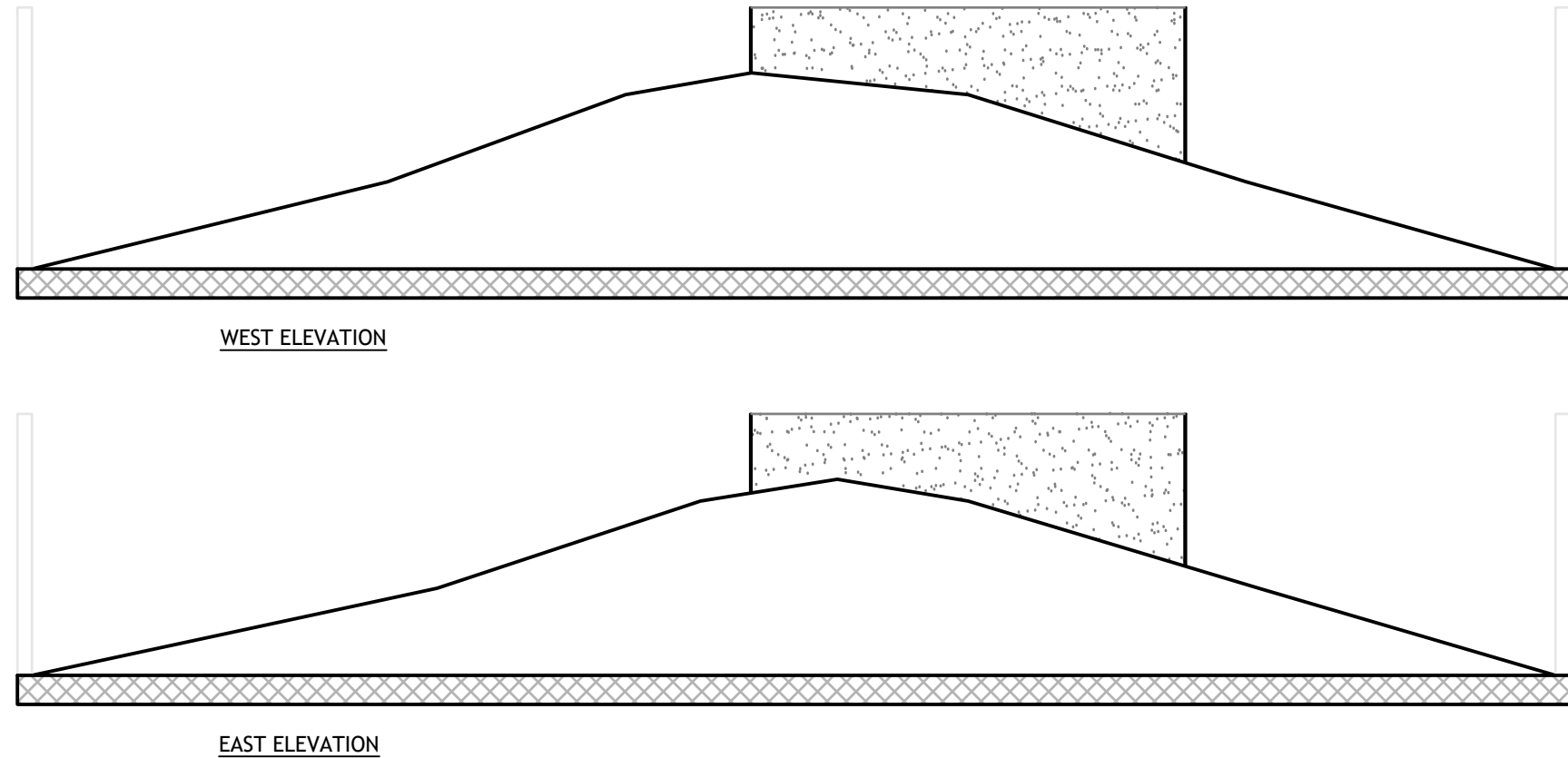
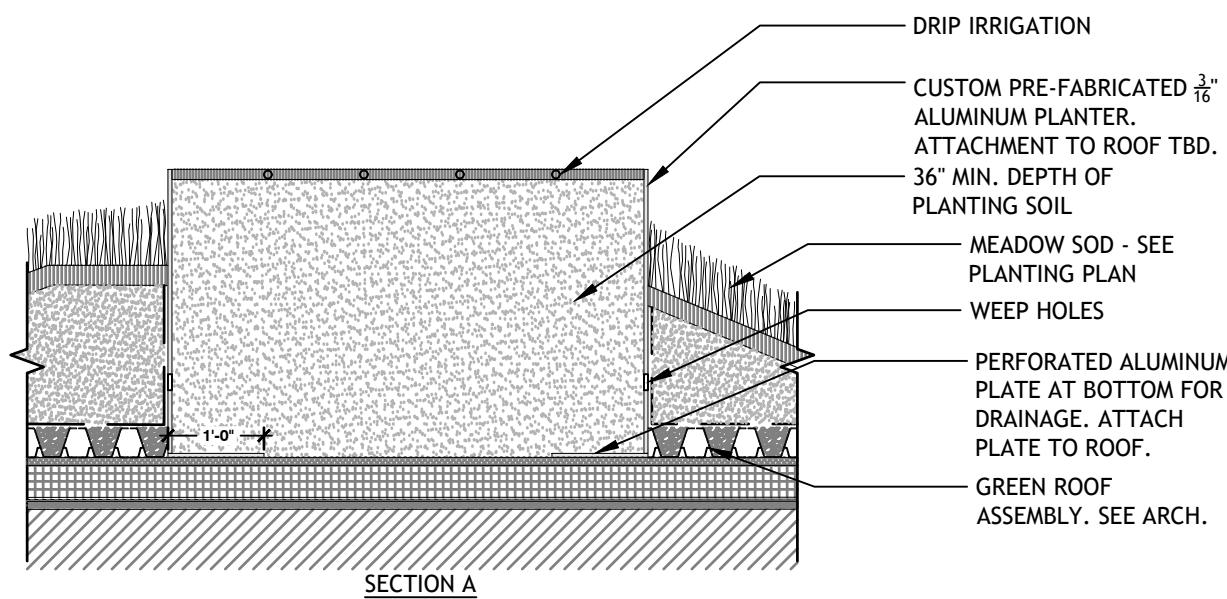
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Drawing Name
LANDSCAPE DETAILS



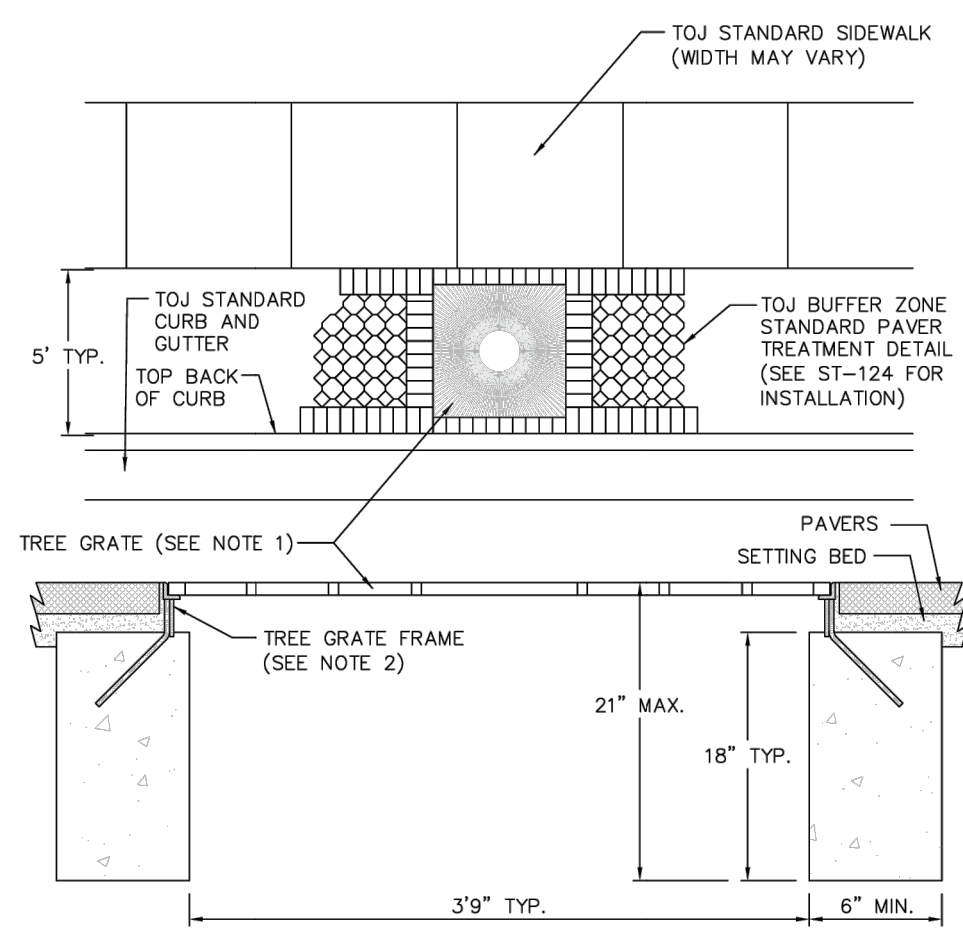
NOTES

1. PROVIDE DRIP IRRIGATION TO ALL PLANTERS.
2. PLANTER FINISH IS TO BE POWDERCOATED, COLOR TBD. PROVIDE SAMPLES FOR DESIGN TEAM APPROVAL.
3. CONTRACTOR TO PROVIDE SHOP DRAWINGS OF PLANTER FOR LA REVIEW AND APPROVAL.
4. ATTACH PLANTER TO ROOF. ATTACHMENT METHOD IS TBD.



1 GREEN ROOF PLANTER A

1/2" = 1'-0"

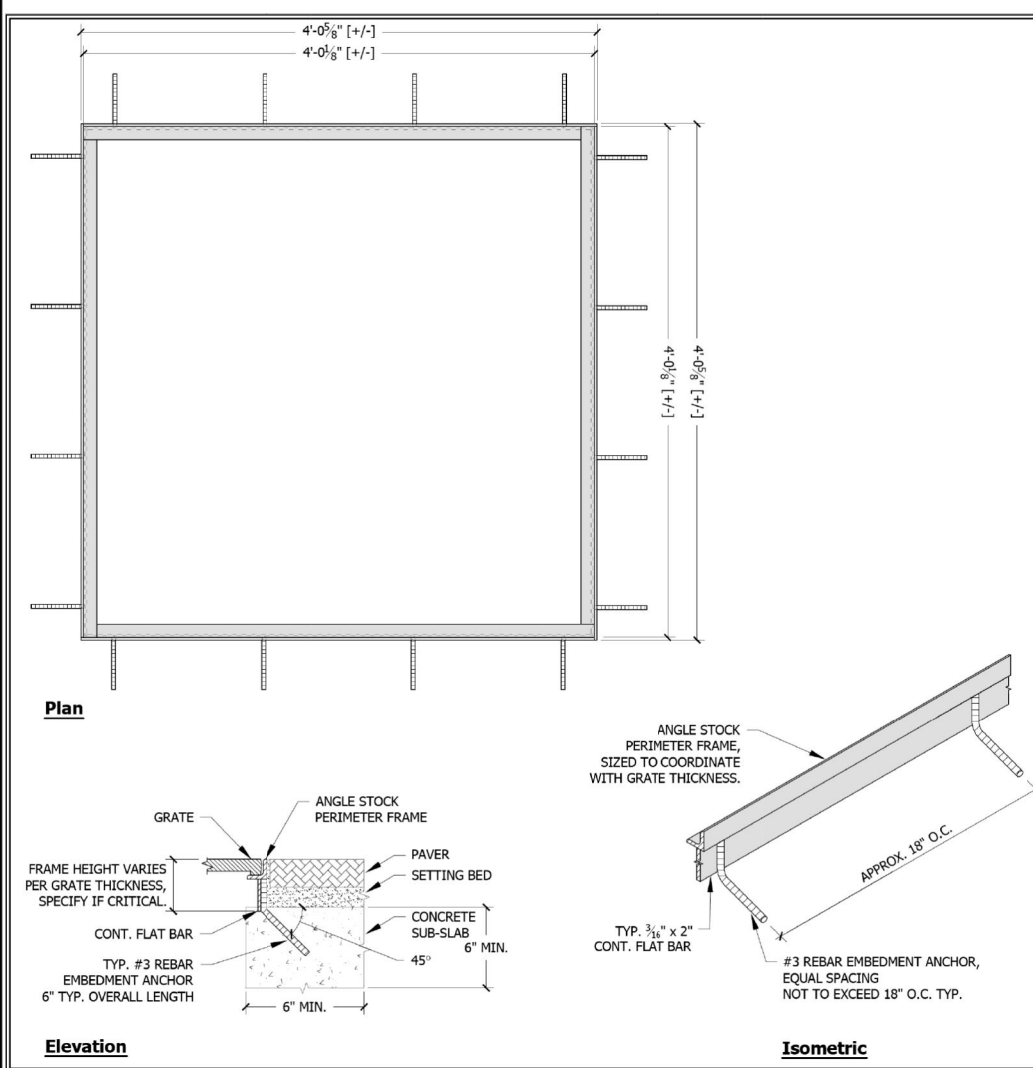


NOTES:

1. TREE GRATE SHALL BE 4" SQUARE FAN, MADE OF GREY IRON WITH A RAW NATURAL FINISH. MANUFACTURED BY URBAN ACCESSORIES, OR APPROVED EQUAL. SEE MANUFACTURERS SPECIFICATIONS FOR INSTALLATION.
2. TREE GRATE FRAME SHALL BE 4" SQUARE TYPE "Y", PEDESTRIAN DUTY, MANUFACTURED BY URBAN ACCESSORIES, OR APPROVED EQUAL. SEE MANUFACTURERS SPECIFICATIONS FOR INSTALLATION.
3. CONCRETE TREE WELL AND TREE FRAME GRATE SHALL BE SQUARE AND CENTERED WITHIN THE 5' BUFFER ZONE. FORMS FOR THE TREE WELL SHALL BE SET AFTER COMPLETION OF THE CURB AND GUTTER AND SIDEWALK.

4 TOJ STANDARD LS-106 TREE WELL DETAIL

NOT TO SCALE



SPECIFICATIONS

Frames are constructed of mild steel ASTM A501 unless specified otherwise; see below.
Material:
- Mild Steel ASTM A501 (standard)
- Stainless Steel grade 304
- Architectural Aluminum, ASTM B221
- Structural Aluminum, ASTM B221

Finish:
- Powder Coated (see below)
- Light Metal
- Clear
- Paint (see below)

Frame is to be set in concrete (see below).
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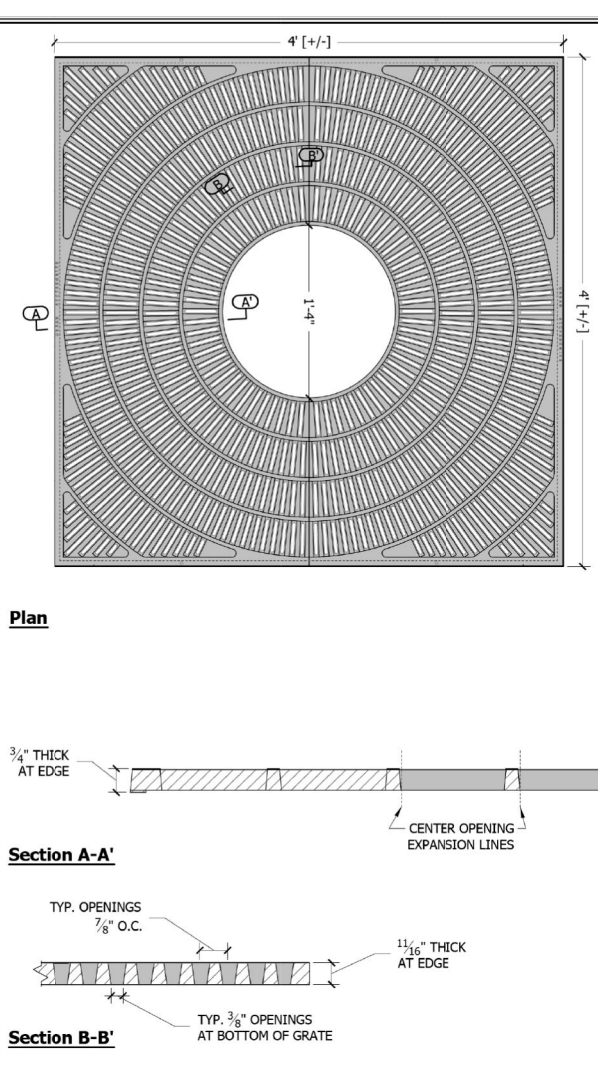
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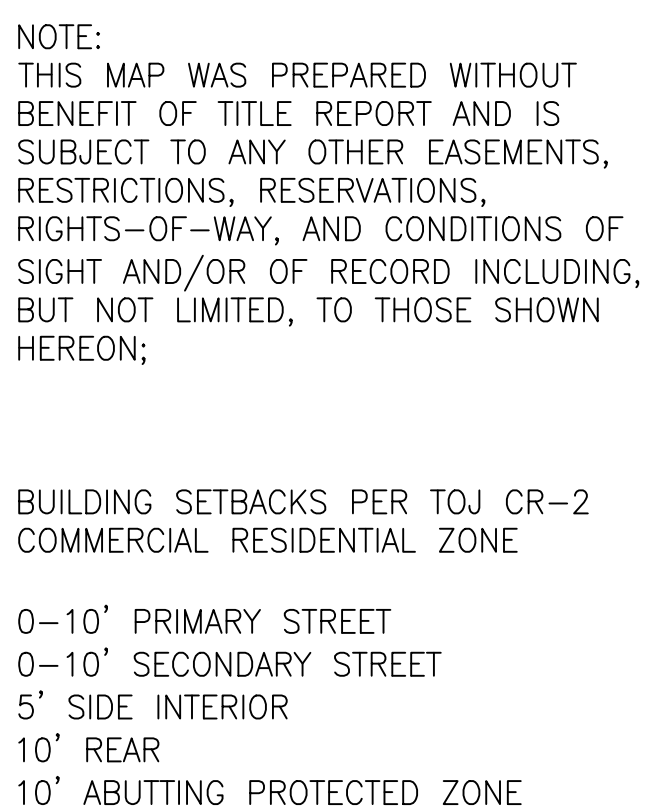
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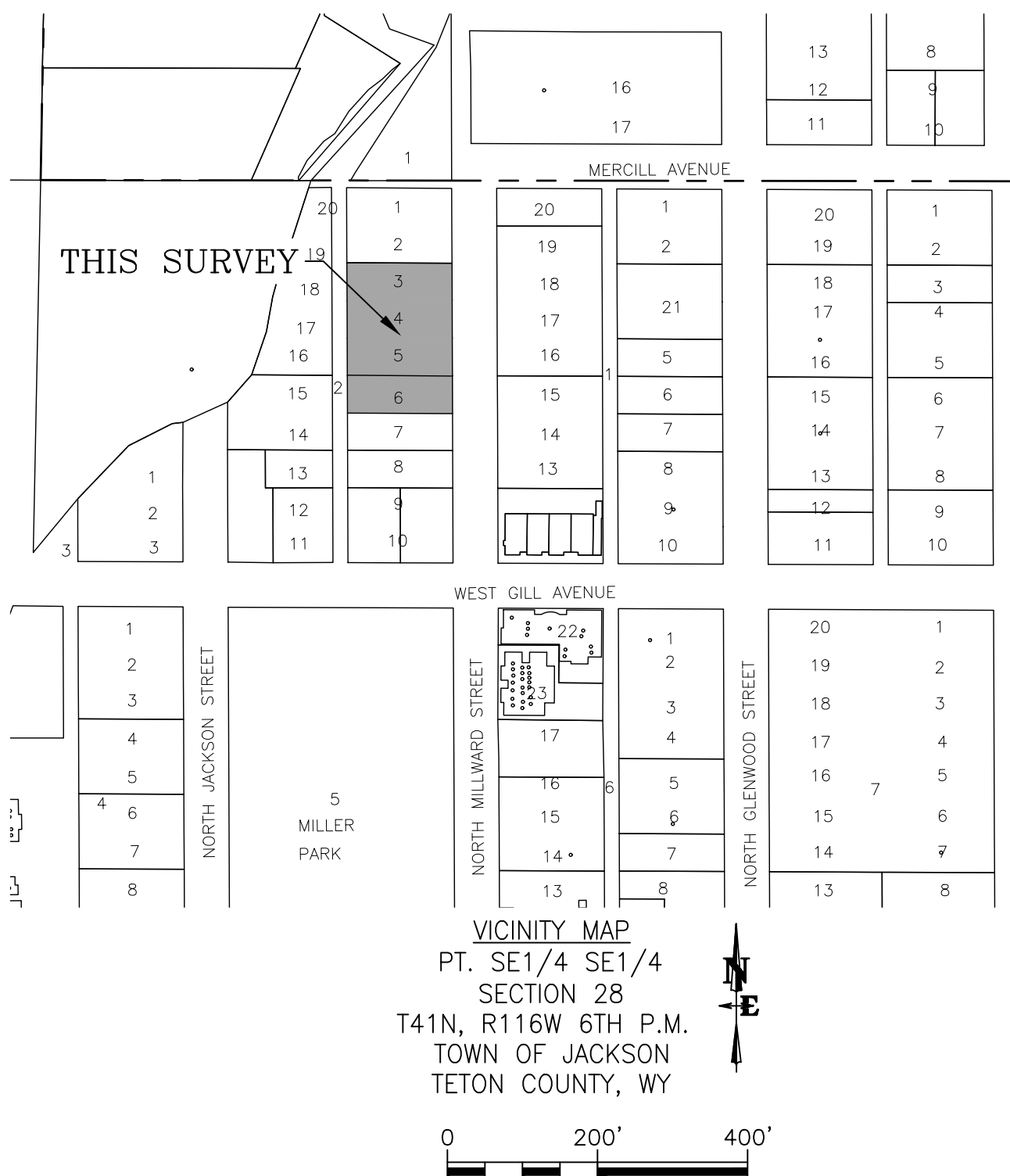
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2 TOJ STANDARD- TREE IN GRATE

1/2" = 1'-0"

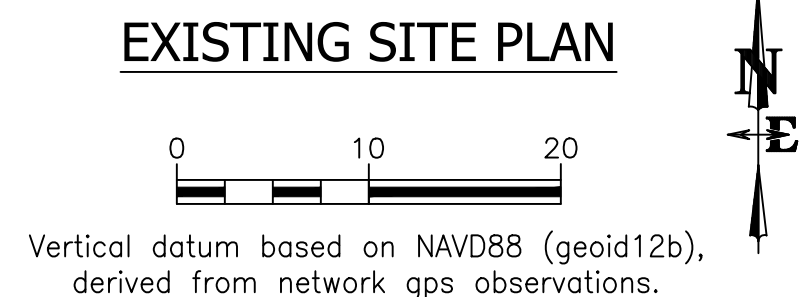


Sheet List Table	
Sheet No.	Sheet Title
C1.0	EXISTING SITE PLAN
C1.1	DEMO SITE PLAN
C2.0	FINAL SITE PLAN
C3.0	UTILITY SITE PLAN
C3.1	POWER SITE PLAN
C3.2	WATER DETAILS
C3.3	SEWER DETAILS
C3.4	STORM DETAILS
C3.5	CONTECH CASCADE SYSTEM DETAIL
C4.0	GRADING AND EROSION CONTROL PLAN
C4.1	CURB AND GUTTER P&P
C4.2	GRADING DETAILS
C4.3	ALLEY DEVELOPMENT PLAN



	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
	GAS SERVICE LINE APPROX. FROM LVE AERIAL
	OVERHEAD POWER LINE
	OVERHEAD POWER APPROX. FROM LVE AERIAL
	BURIED POWER- APPROX. PER LVE
	UNDERGROUND ELECTRIC
	UNDERGROUND CABLE
	WATERLINE PER APPROX. FROM TOWN GIS BUILDING
	DECK
	MONITORING WELL
	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

- The site survey represented on this map show conditions determined by a field survey made on February 3, 2022 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 point markings, but these markings are incomplete and only represent portions of the property. Other underground utilities may exist.



	ISSUED DATE	ISSUED FOR
1	3/8/2023	FDP RESUBMITTAL

PROFESSIONAL SEAL

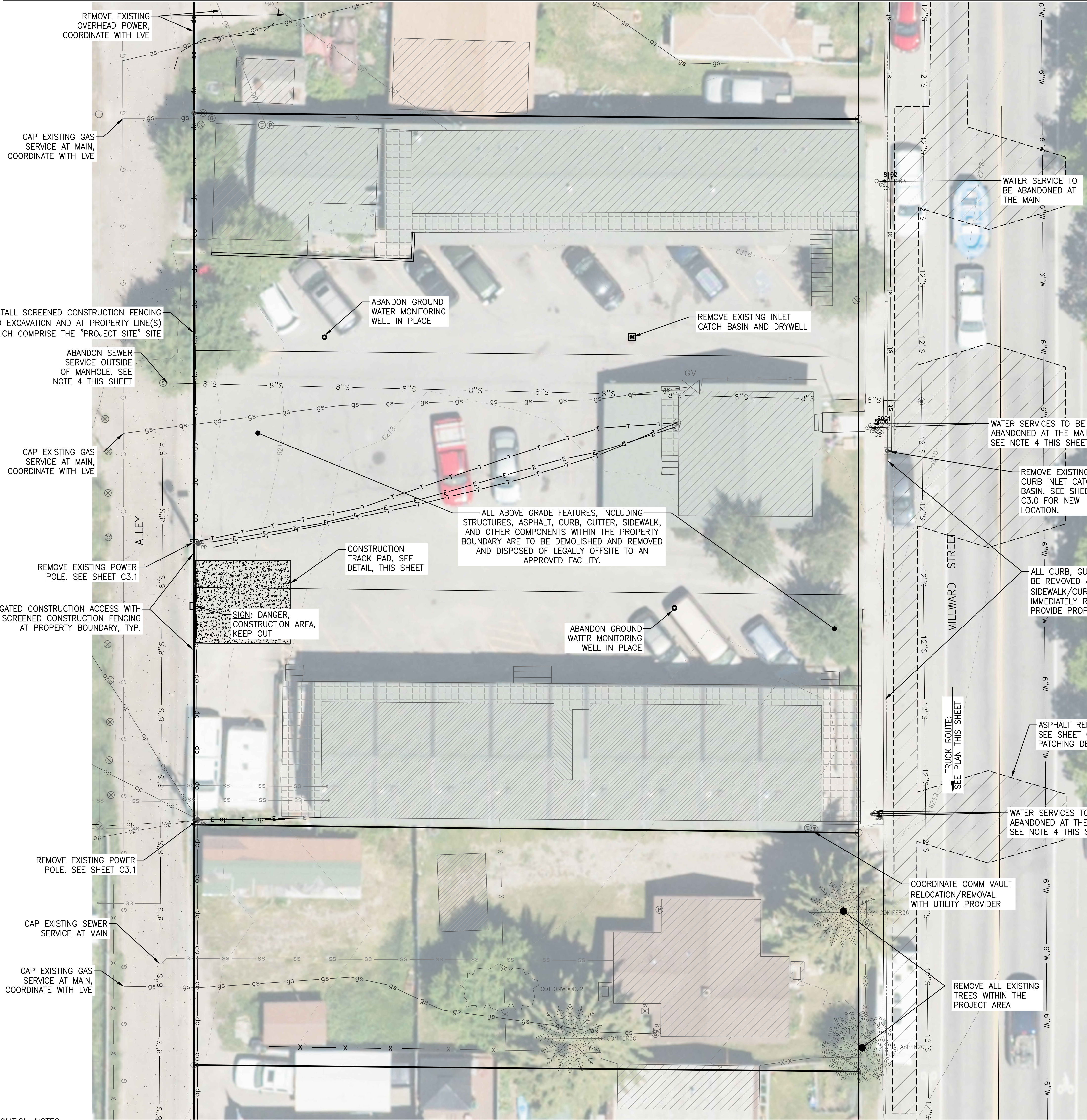
Project
Millward Street Apartments

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.

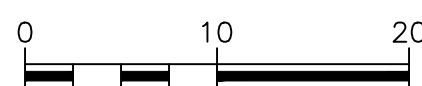
C1.0

Drawing Name
EXISTING SITE PLAN

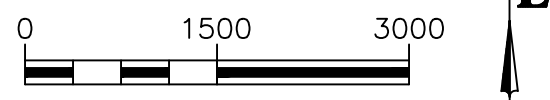


- DEMOLITION NOTES**
- CONSTRUCTION ACTIVITIES SHALL OCCUR 2024/2025, DEMOLITION ACTIVITIES ARE SCHEDULED FOR MAY-JULY 2024.
 - CONTRACTOR SHALL INSTALL CONSTRUCTION ACCESS TRACK PAD AT THE CONSTRUCTION ENTRANCE, SEE DETAIL 1 THIS SHEET.
 - CONTRACTOR SHALL PREVENT TRACKING OF SOIL ONTO THE ROAD AND CLEAR ROAD OF ANY SOILS WHEN NECESSARY.
 - ALL EXISTING UTILITY SERVICES TO BE ABANDONED AT THE MAIN, 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.
 - ASBESTOS CONTAINING MATERIALS MAY BE PRESENT. REFER TO TESTING REPORT.
 - SEE SHEET C2.0 FOR ENCROACHMENT PERMIT REQUIREMENTS .
 - TEMPORARY CONSTRUCTION FENCING TO BE SCREENED PER TOWN OF JACKSON REQUIREMENTS.
 - GATED ENTRY TO REMAINED CLOSED AT ALL TIMES EXCEPT WHEN CONSTRUCTION EQUIPMENT AND/OR DEMOLITION DEBRIS IS BEING MOVED IN OR TRUCKED OUT.

DEMO SITE PLAN



**TRUCK ROUTE/
VICINITY PLAN**

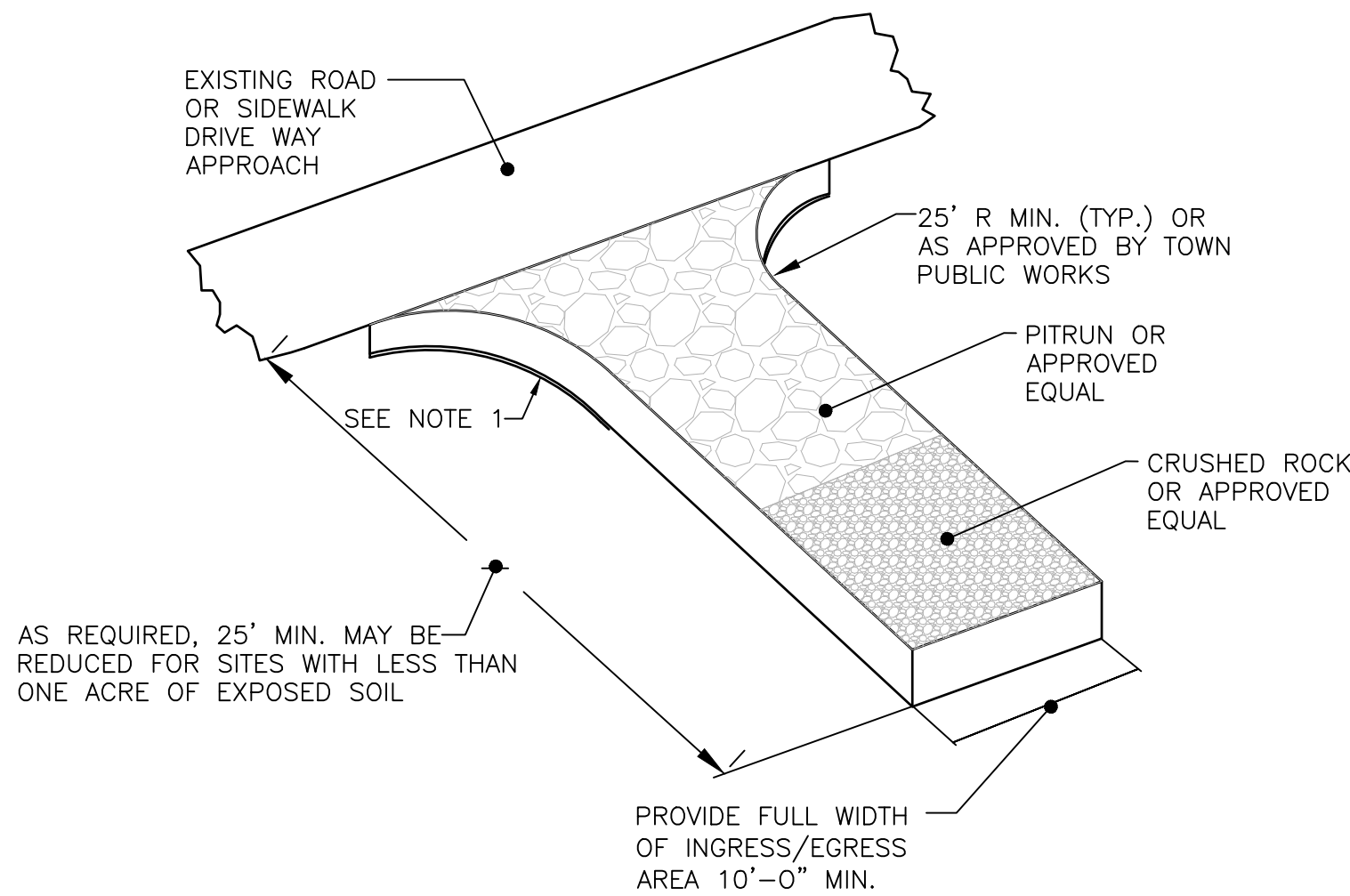


TRUCK ROUTE:
LEAVE SITE TO SOUTH ON N. MILLWARD ST.
TURN WEST ON BROADWAY AVE TO ACCESS
HIGHWAY 191 SOUTH OF TOWN



DANGER SIGN

(1 REQUIRED)



- NOTES:**
- PLACE CONSTRUCTION GEOTEXTILE FOR SOIL STABILIZATION UNDER THE CRUSHED ROCK FROM THE EDGE OF THE EXISTING ROADWAY TO THE RADIUS RETURNS, OR AS DIRECTED BY PUBLIC WORKS.
 - ENTRANCE SHALL BE REMOVED AND RECONSTRUCTED AS REQUIRED TO PREVENT EXCESS TRACKING OF MATERIALS ONTO RIGHT-OF-WAY, OR WHEN DIRECTED BY THE TOWN PUBLIC WORKS DEPARTMENT.

1 CONSTRUCTION TRACK PAD DETAIL
C1.1 N.T.S.

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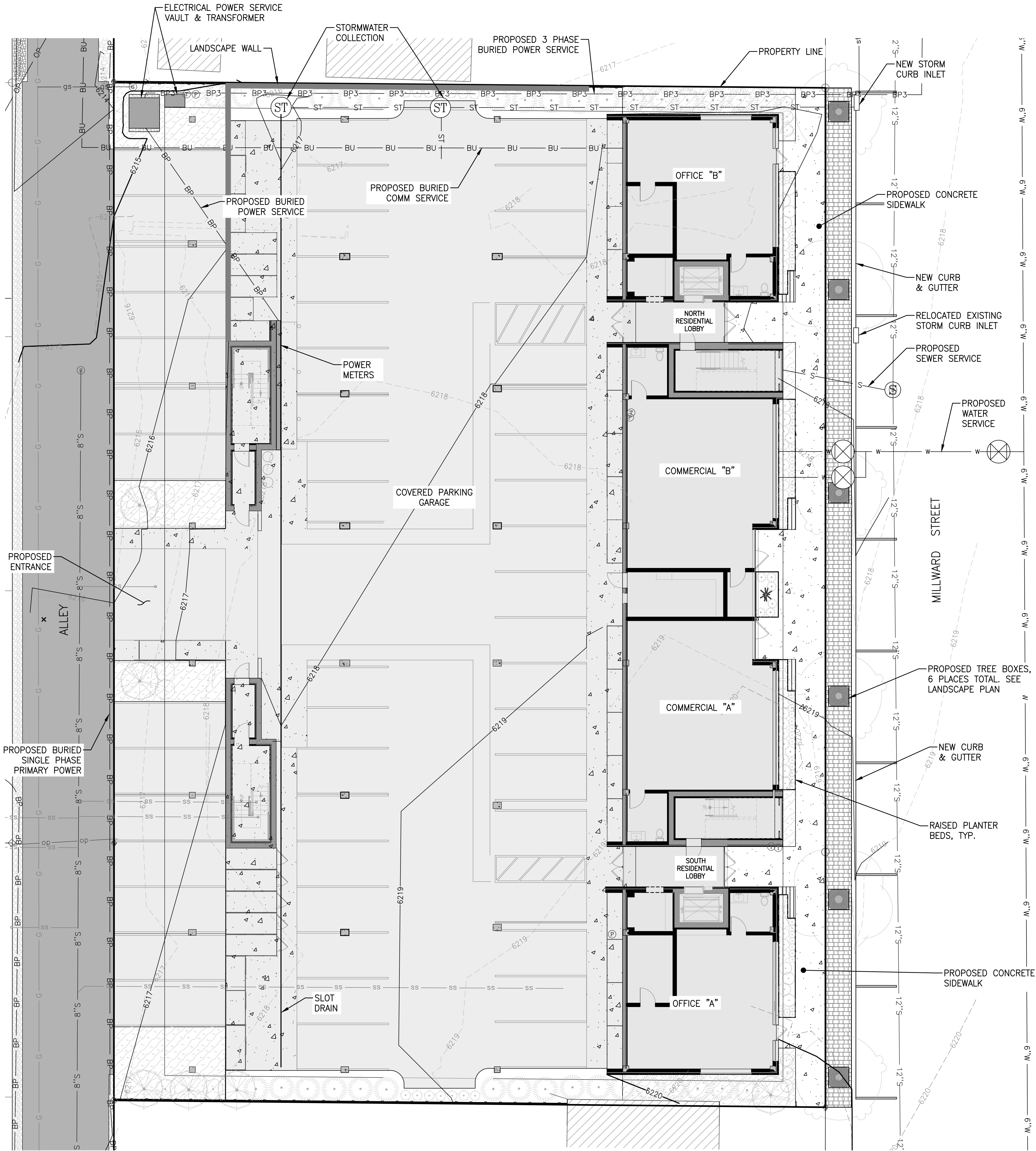
Project
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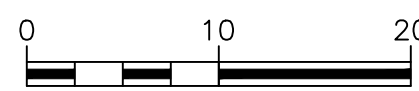
2210	Project No. 22-020-02
Drawer	Drawn By BRADEN OLSON
Checker	Checked By JOSH KILPATRICK
Discipline	Drawing No.

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.

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

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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:

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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.	

C3.0

Drawing Name
UTILITY SITE PLAN



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 SUFFICIENT 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).

SCALE: NTS

TYPICAL SECTION



SCALE: NTS



- NO OBSTRUCTIONS ALLOWED OVER TRANSFORMER.
- NO FOLIAGE ALLOWED WITHIN 10' OF DOOR OPENING.
- REQUIRED CLEARANCES MAY BE INCREASED OR REDUCED AT LVE DISCRETION.

SCALE: NTS

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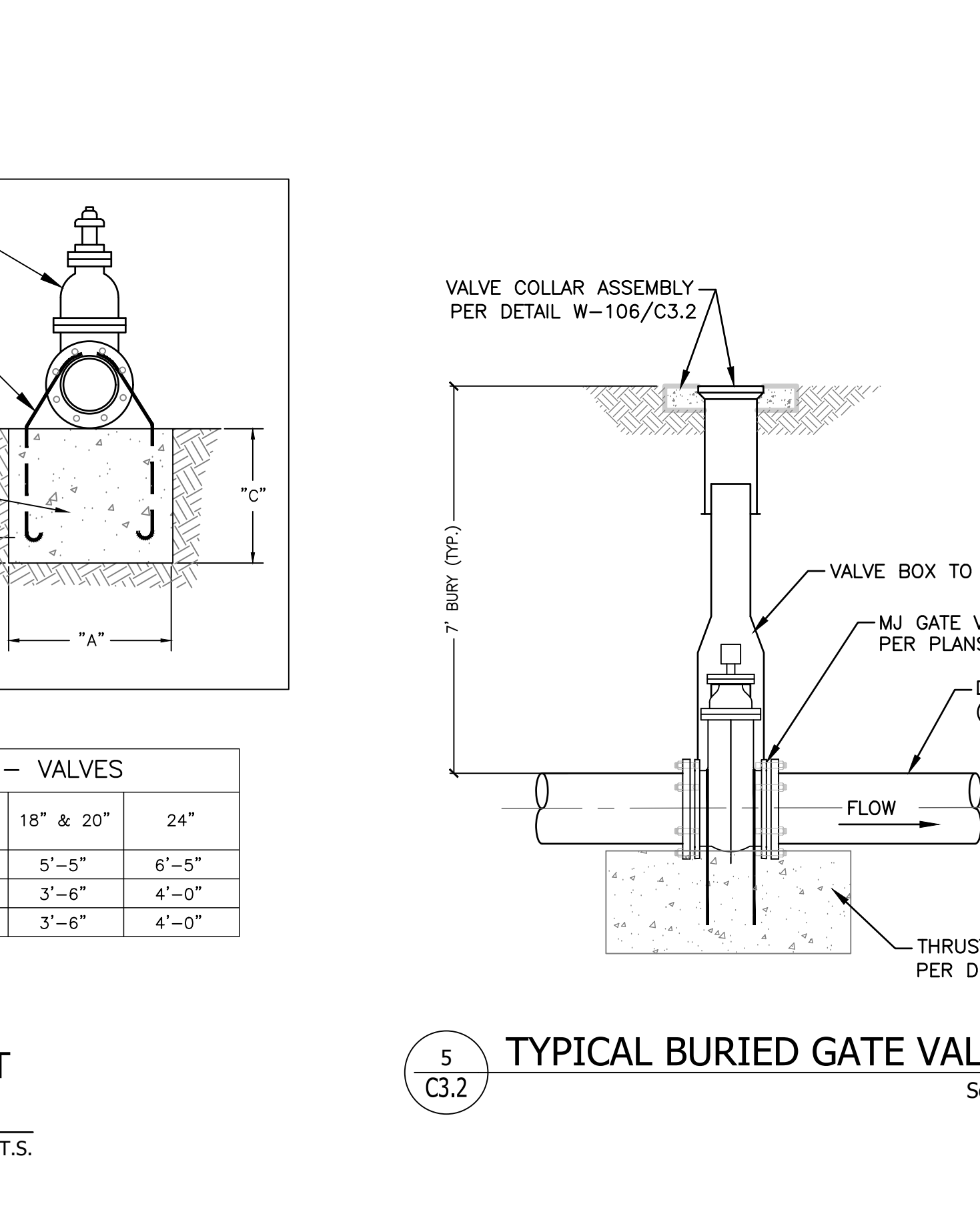
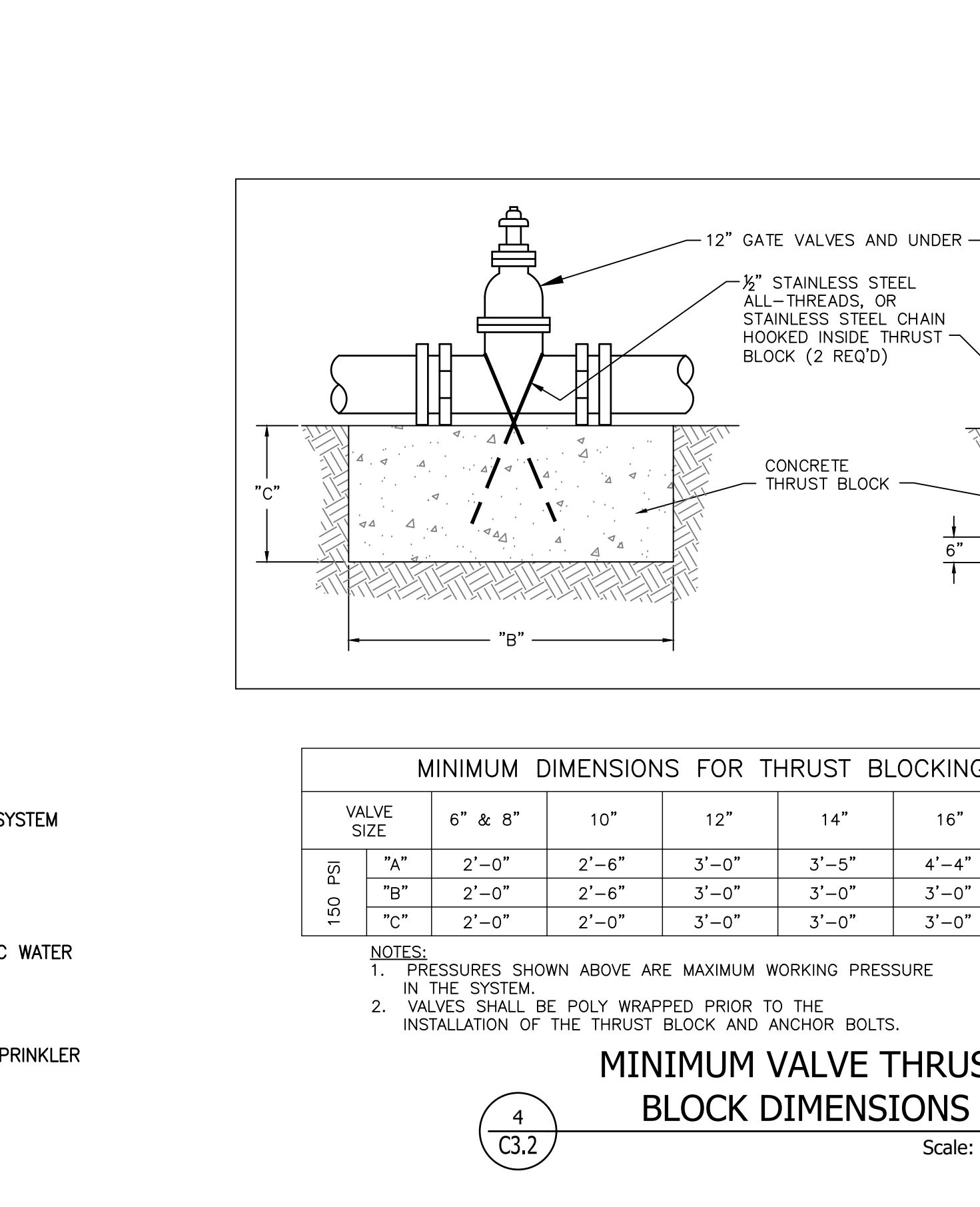
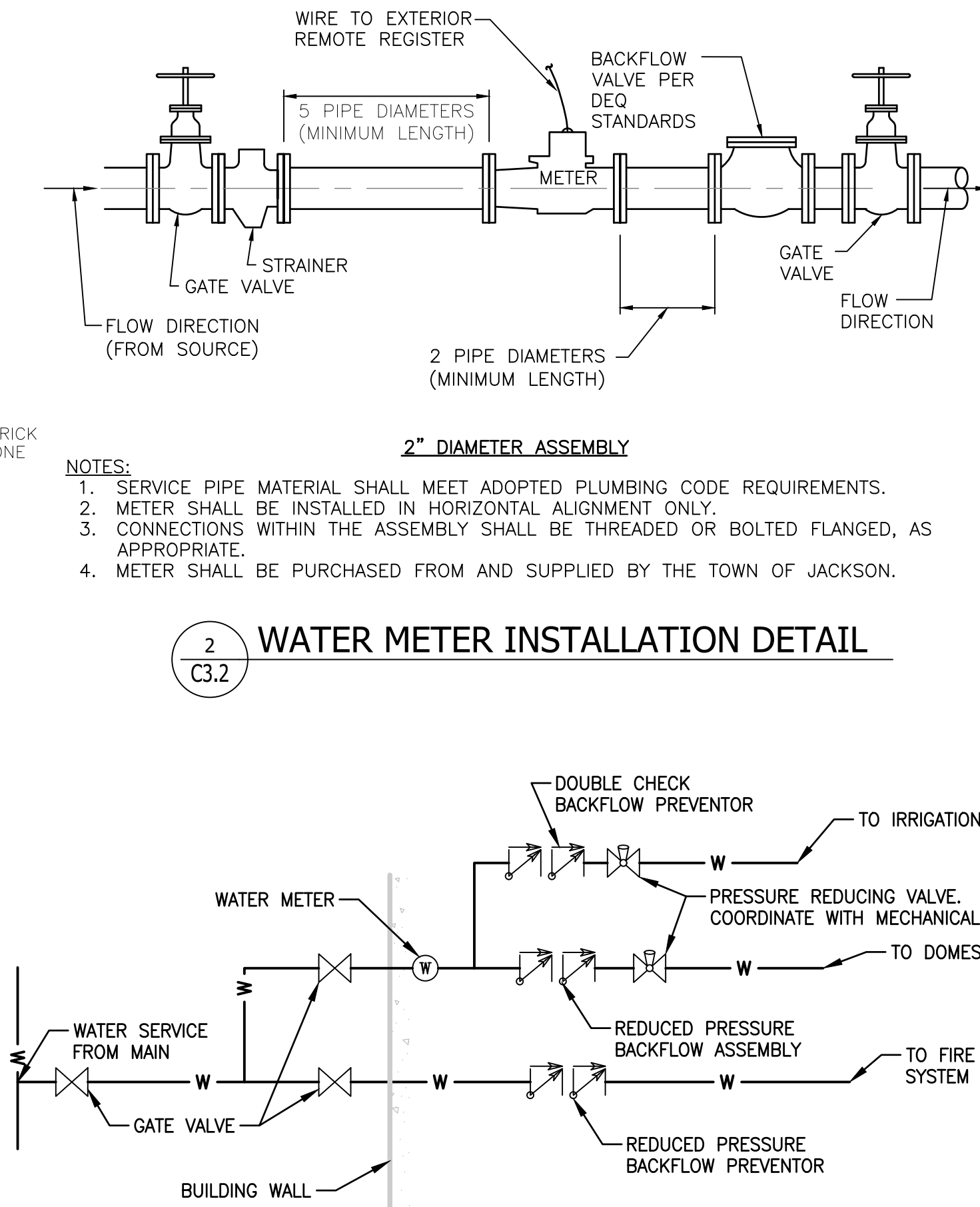
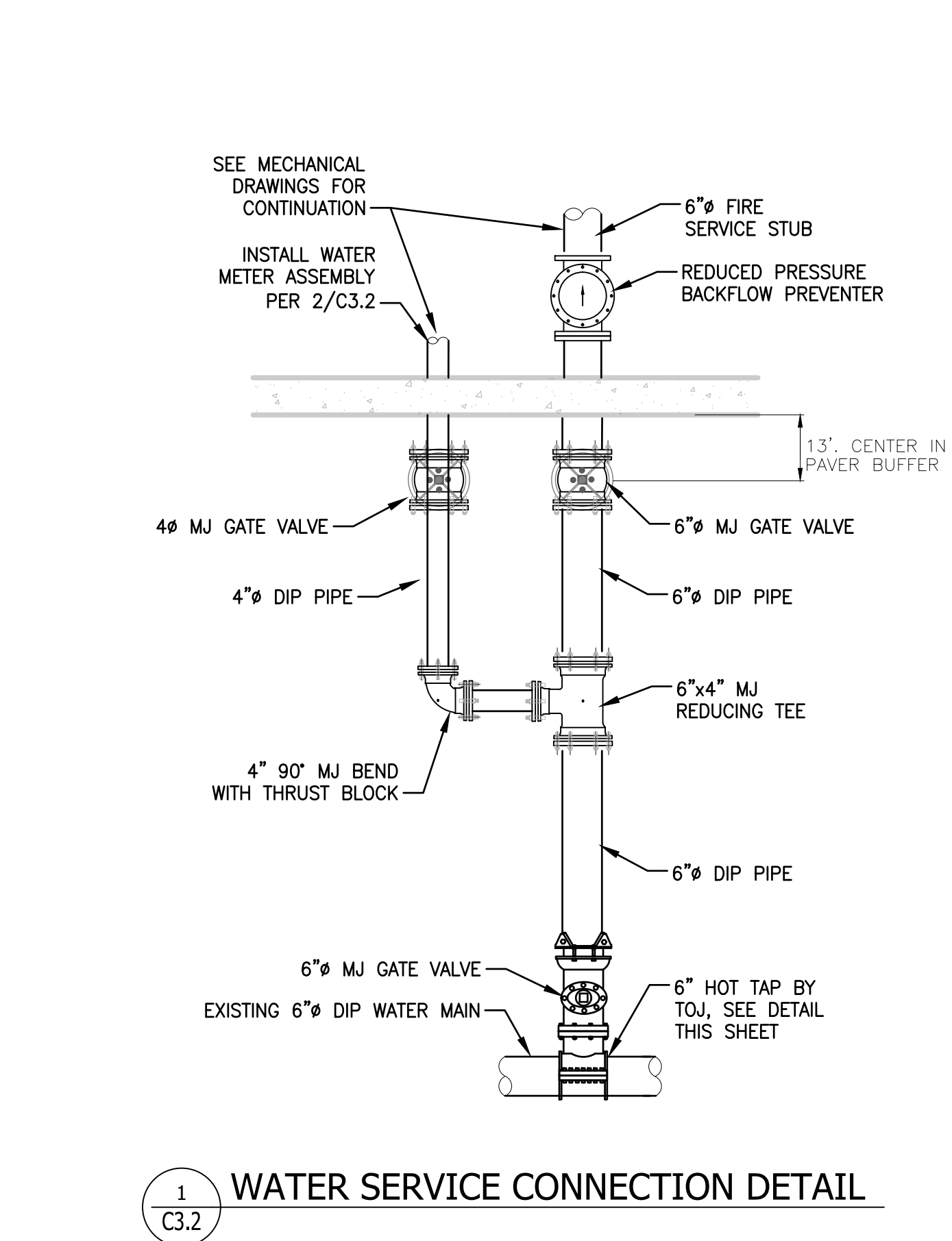
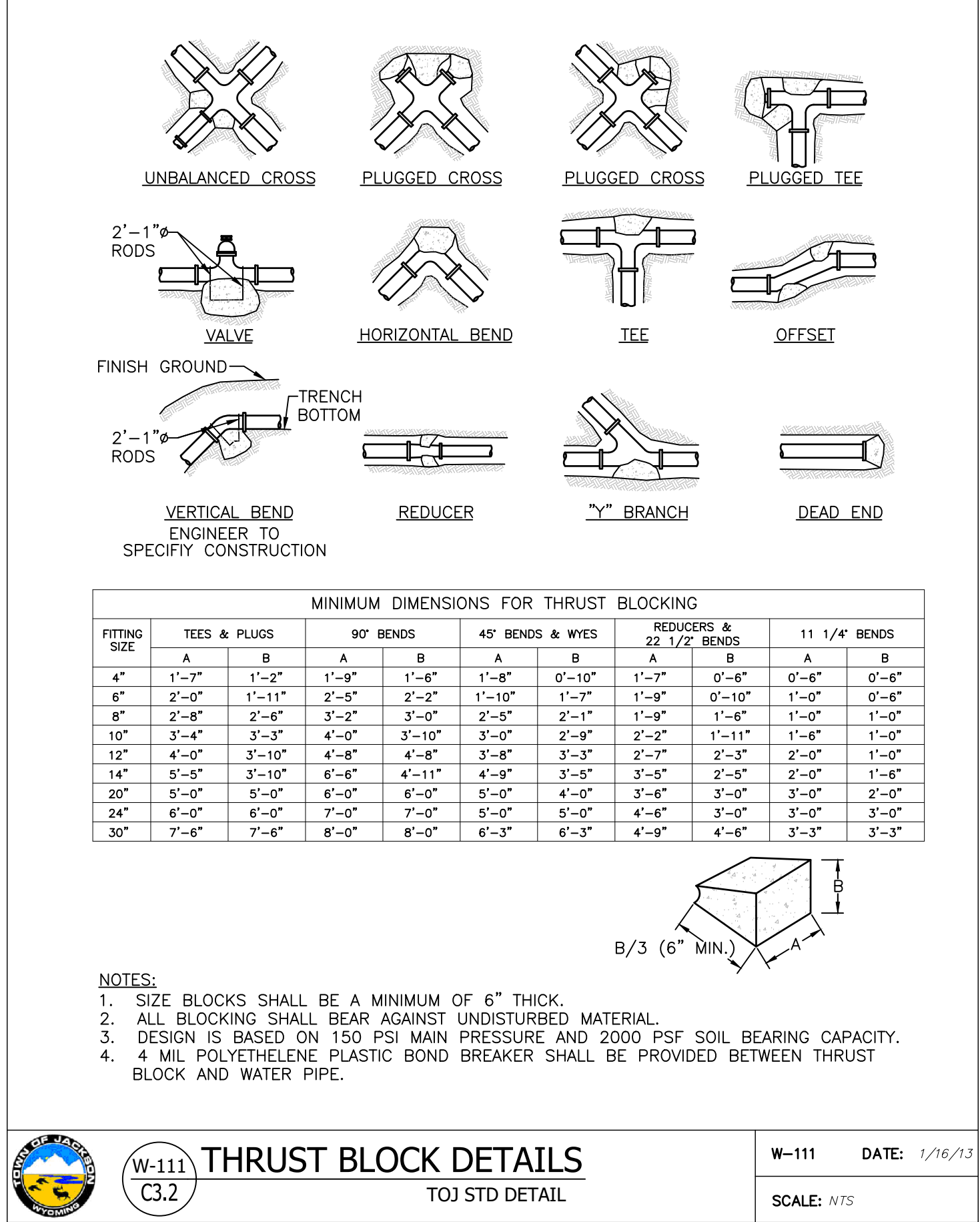
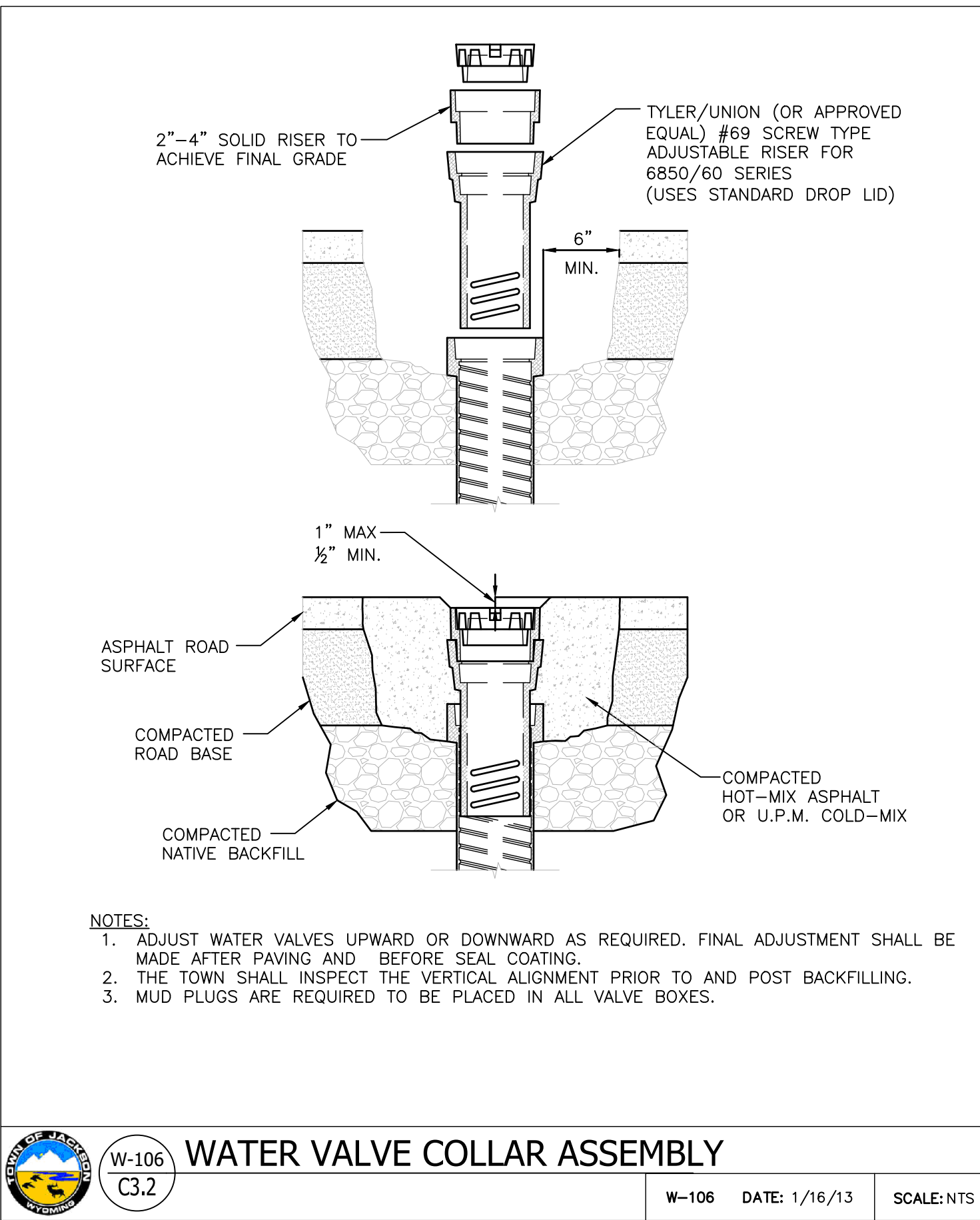
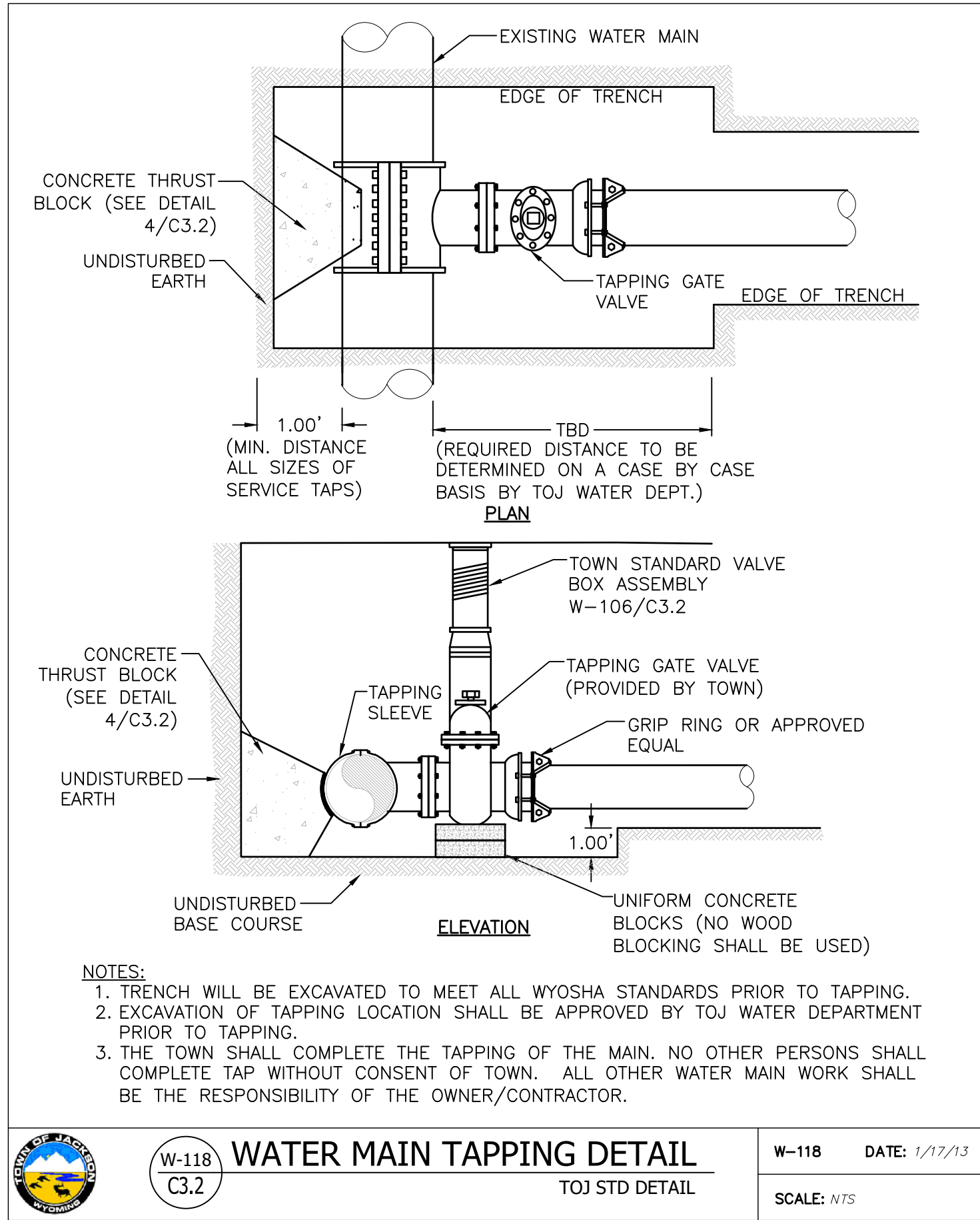
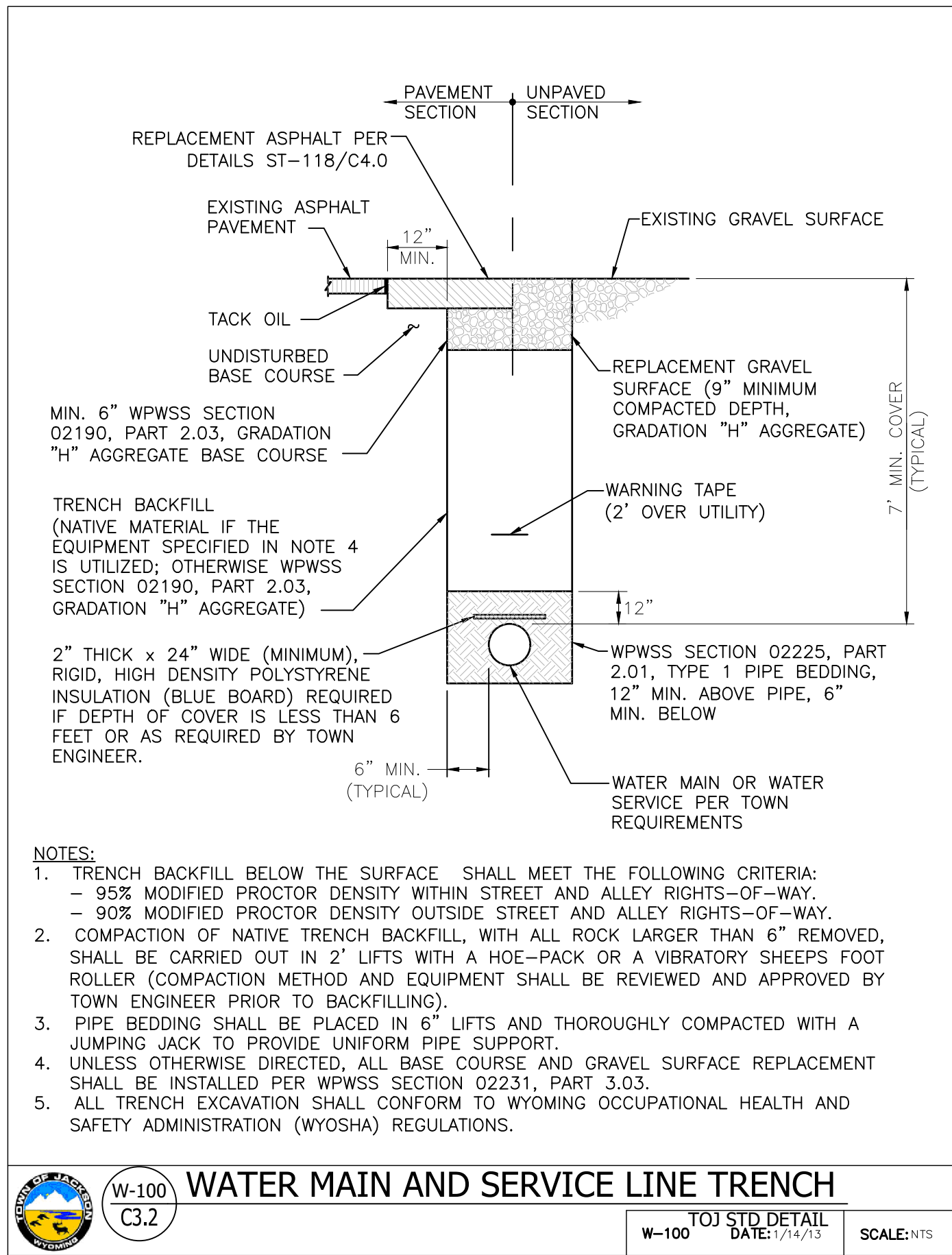
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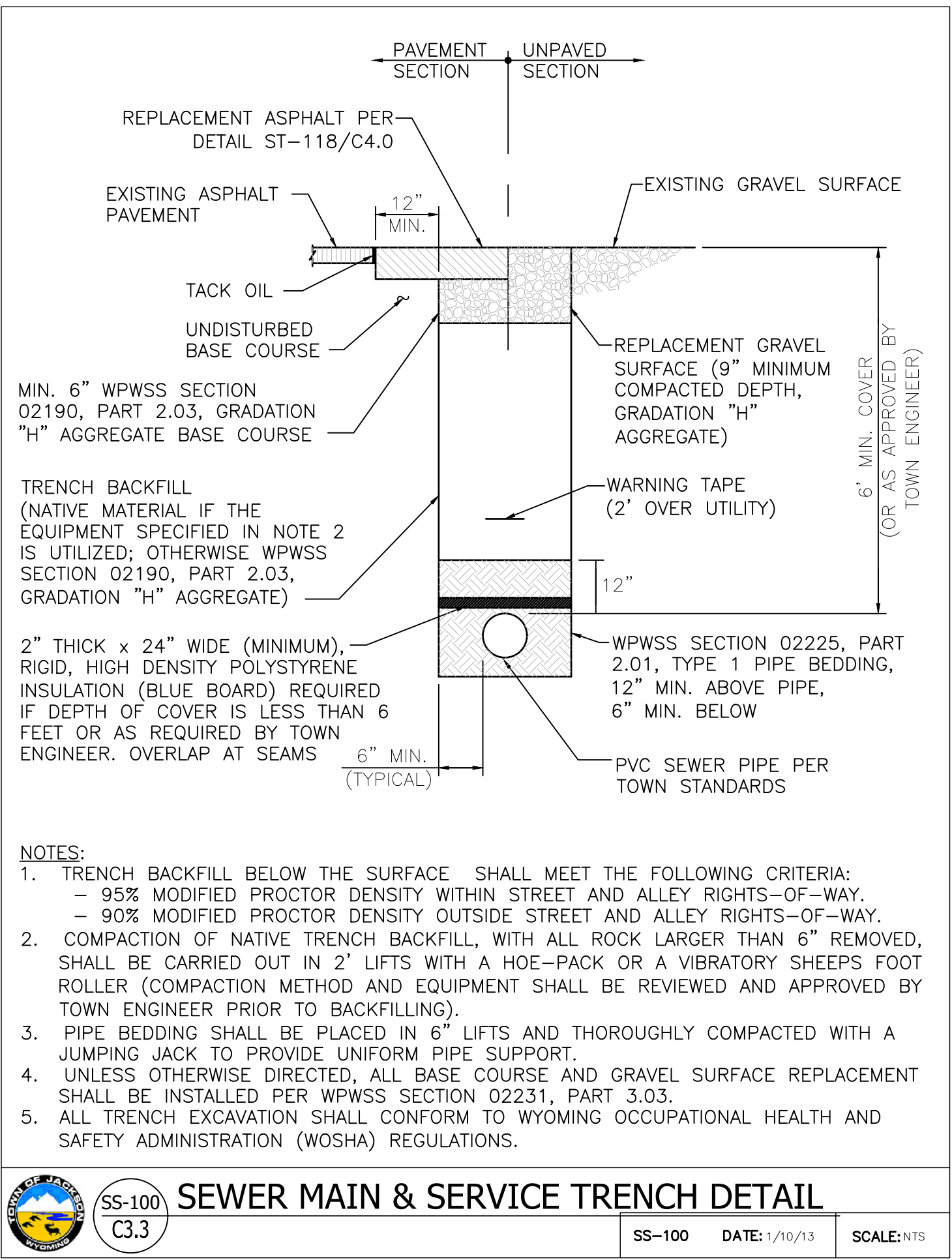
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Drawer	Drawn By BRADEN OLSON
Checker	Checked By JOSH KILPATRICK
Discipline	Drawing No.

C3.1

Drawing Name
POWER SITE PLAN

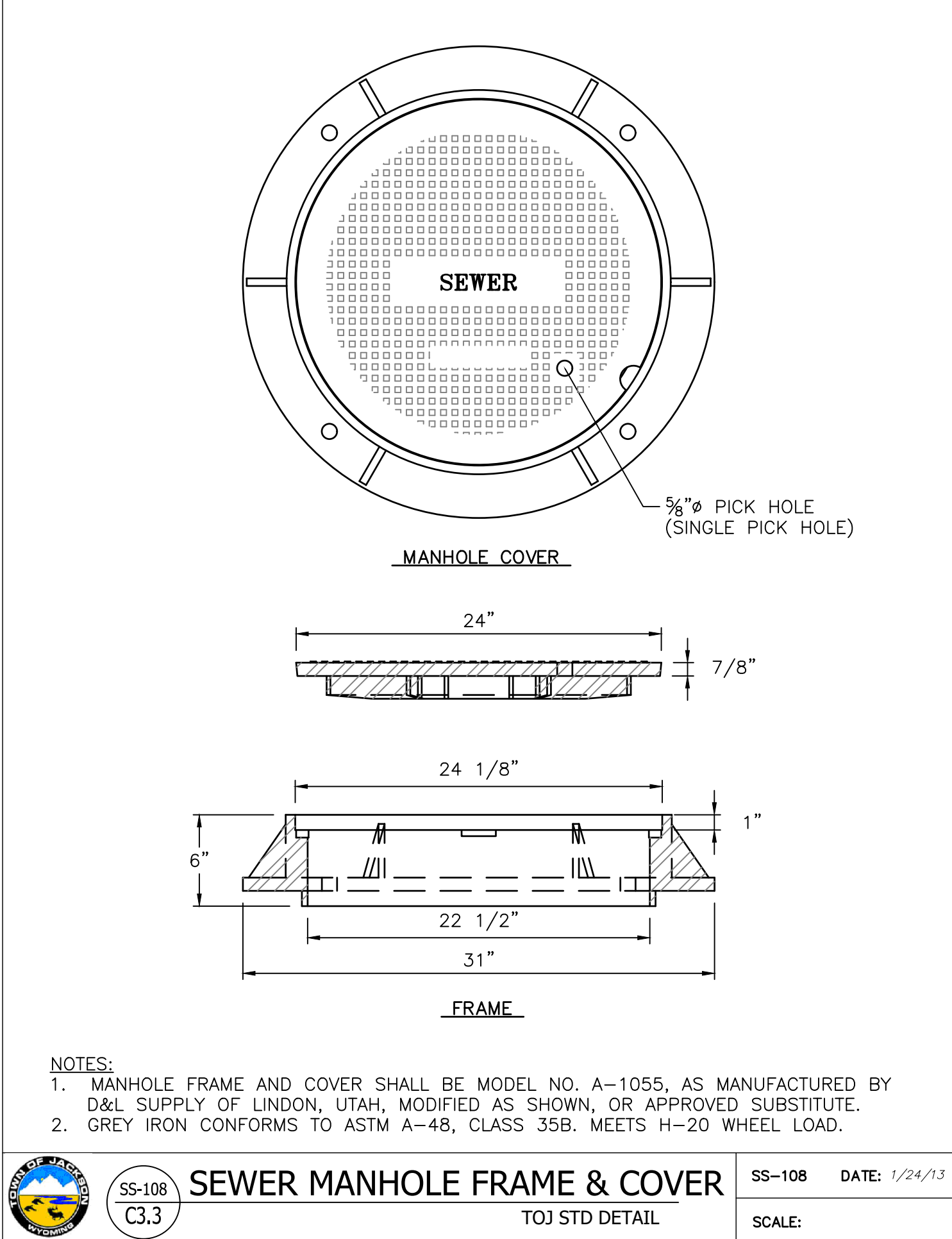


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Date: 08/20/2023
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DWG: 2023-08-04



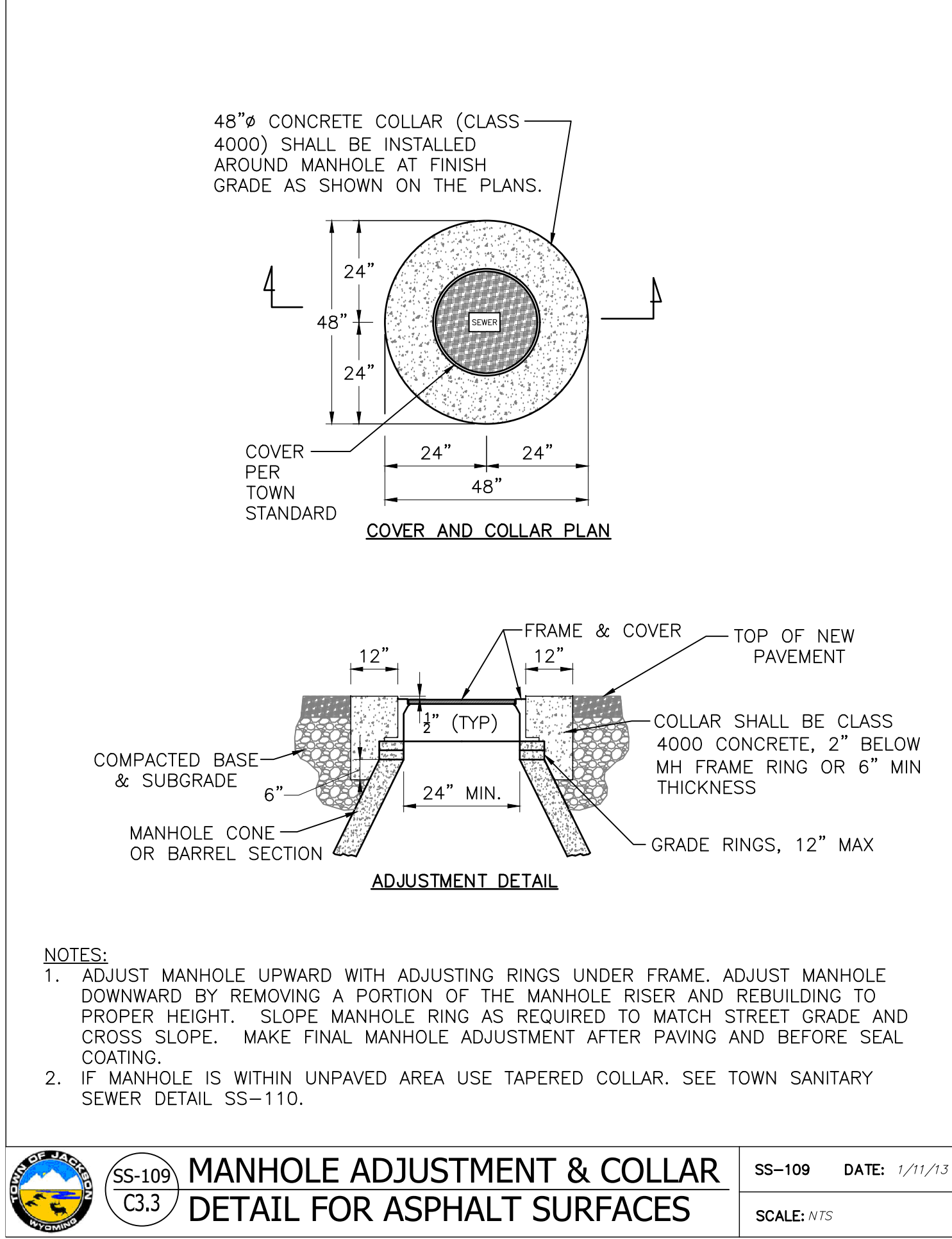
SS-100 C3.3 SEWER MAIN & SERVICE TRENCH DETAIL

SS-100 DATE: 1/10/13 SCALE: NTS



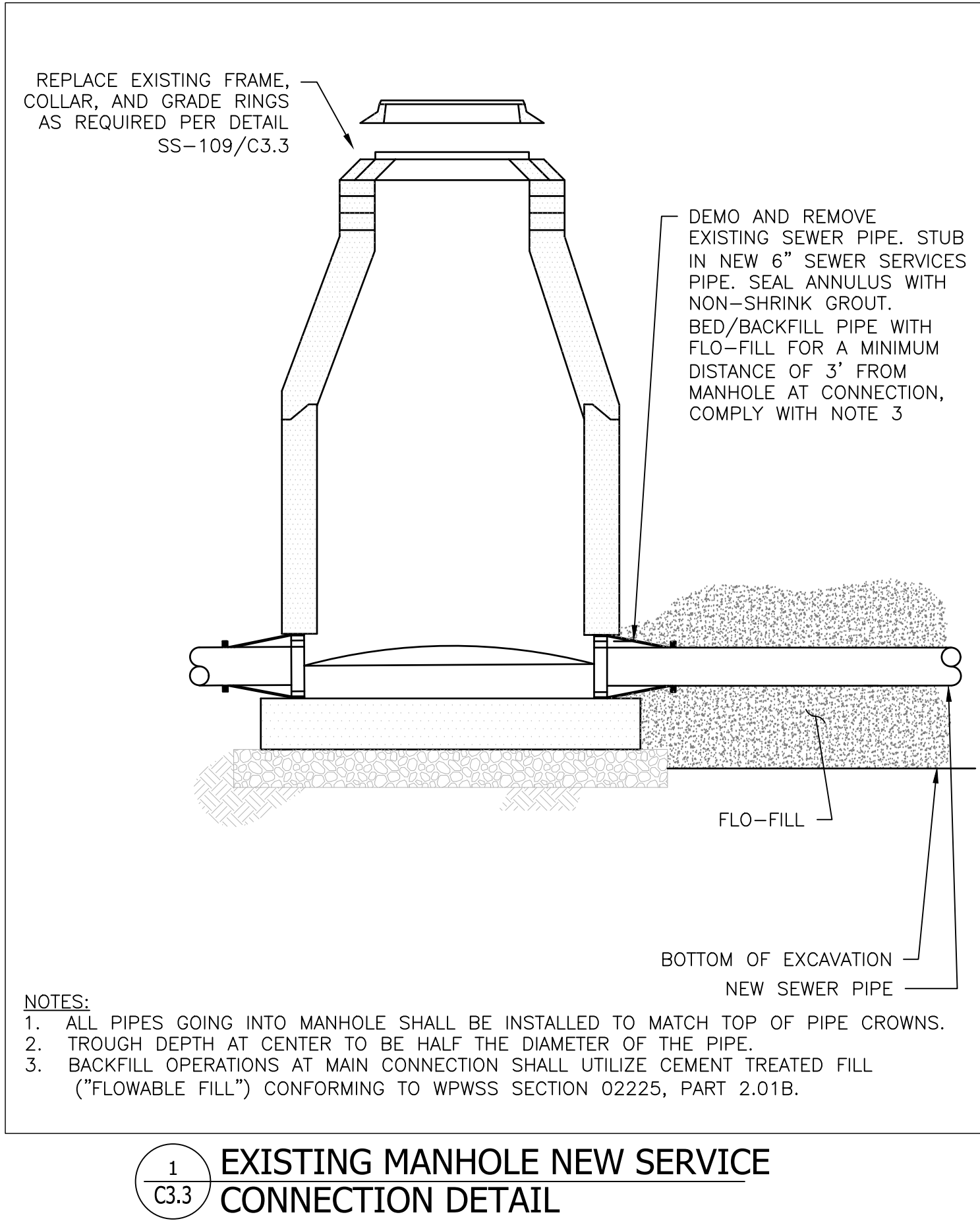
SS-108 C3.3 SEWER MANHOLE FRAME & COVER TOJ STD DETAIL

SS-108 DATE: 1/24/13 SCALE:

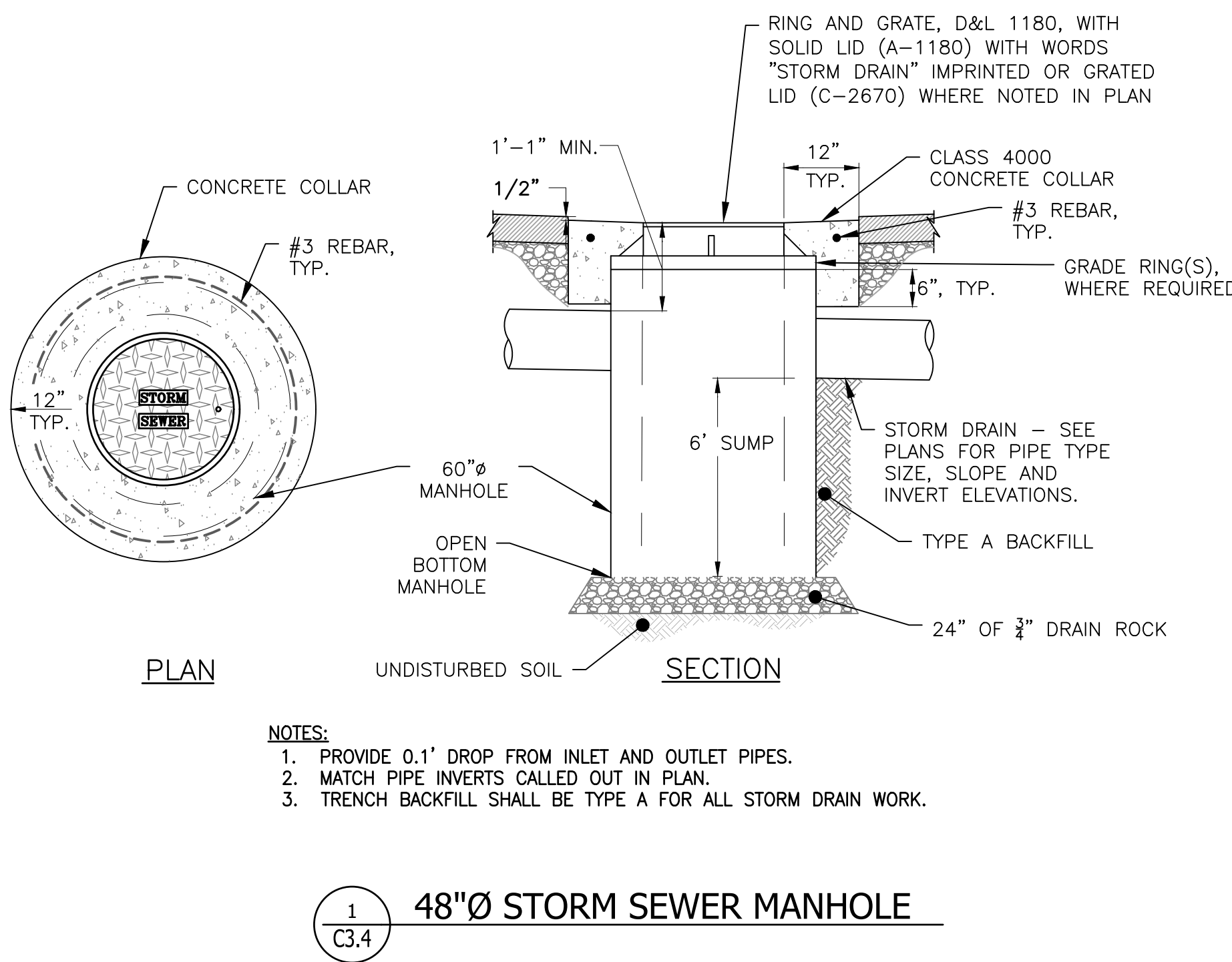
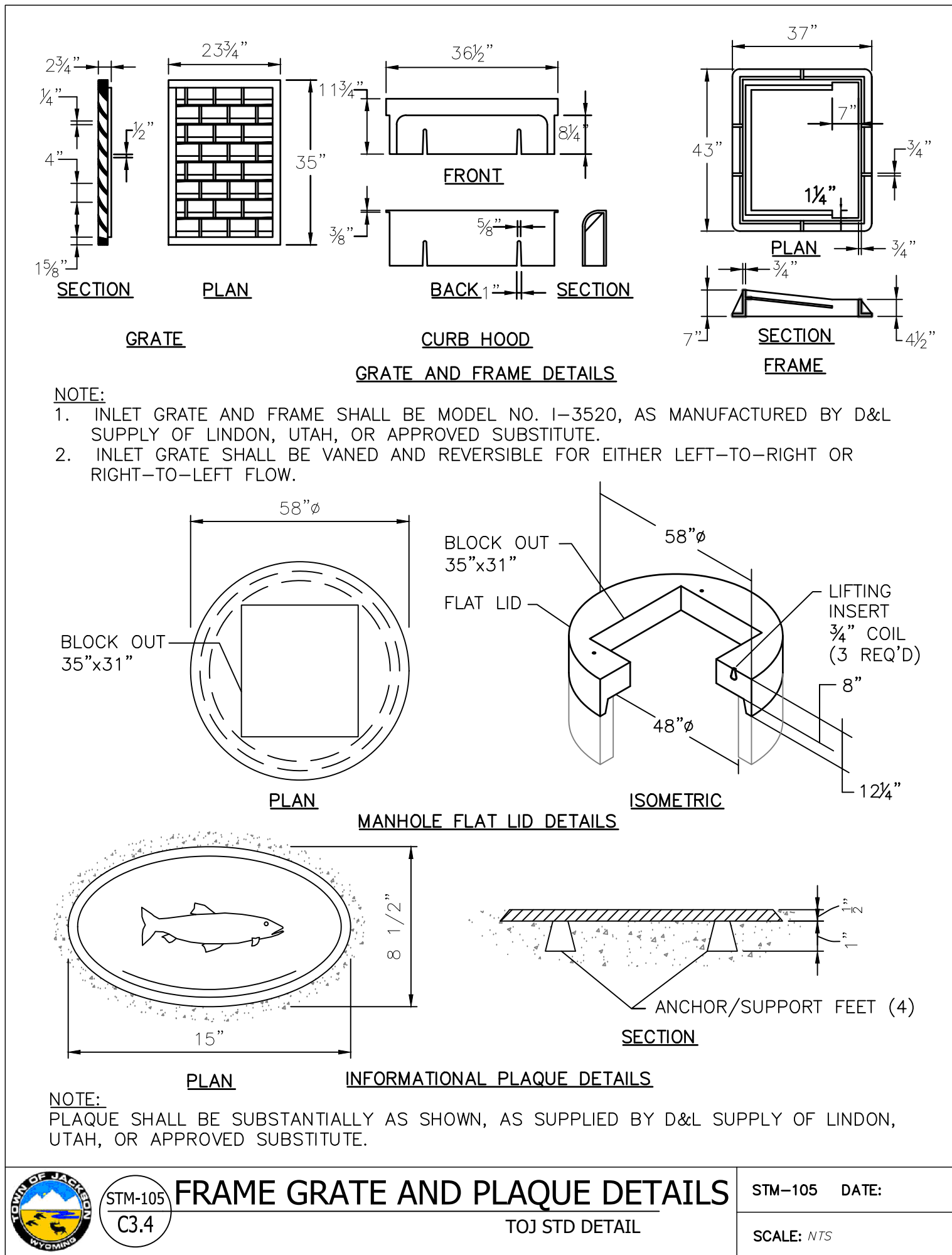
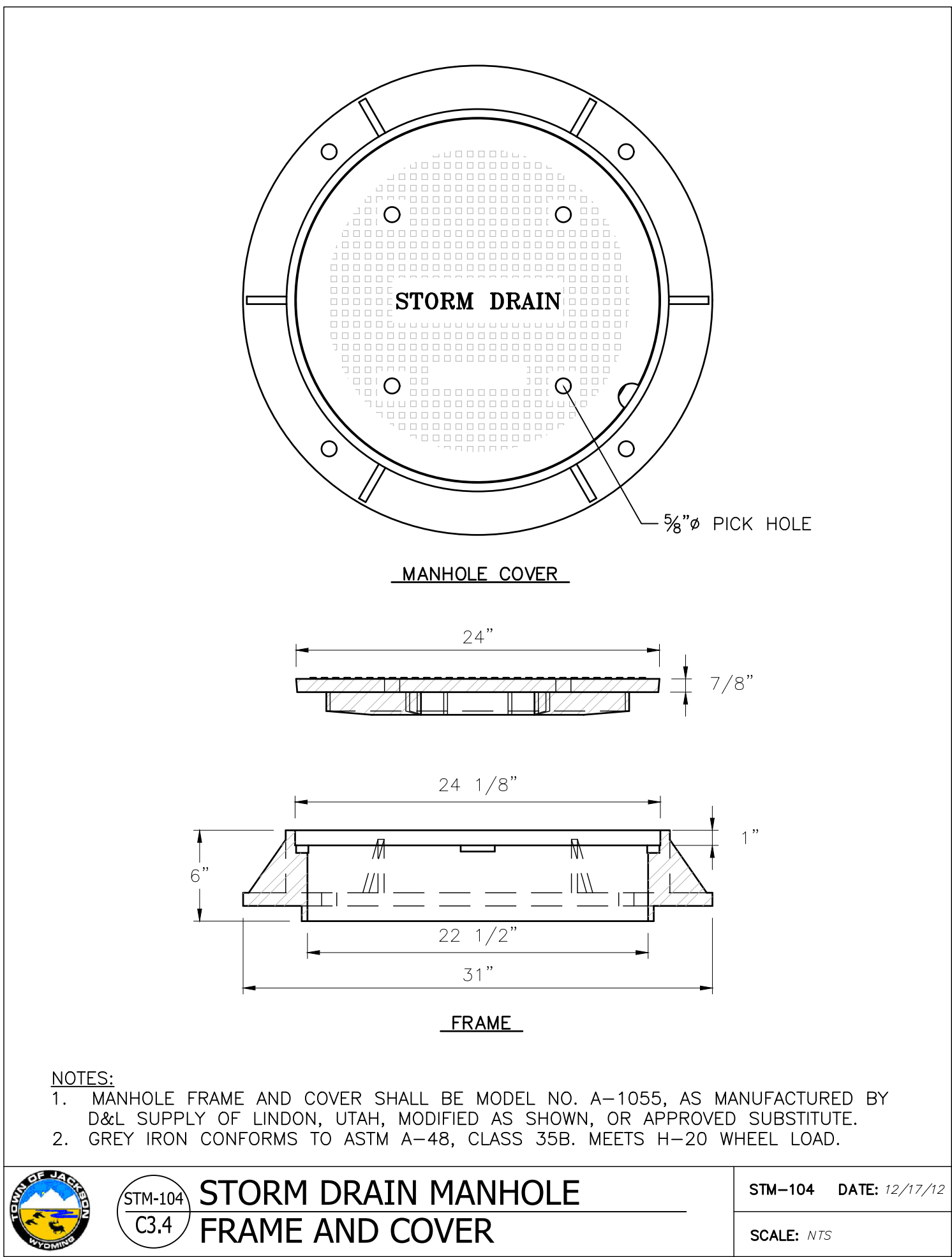
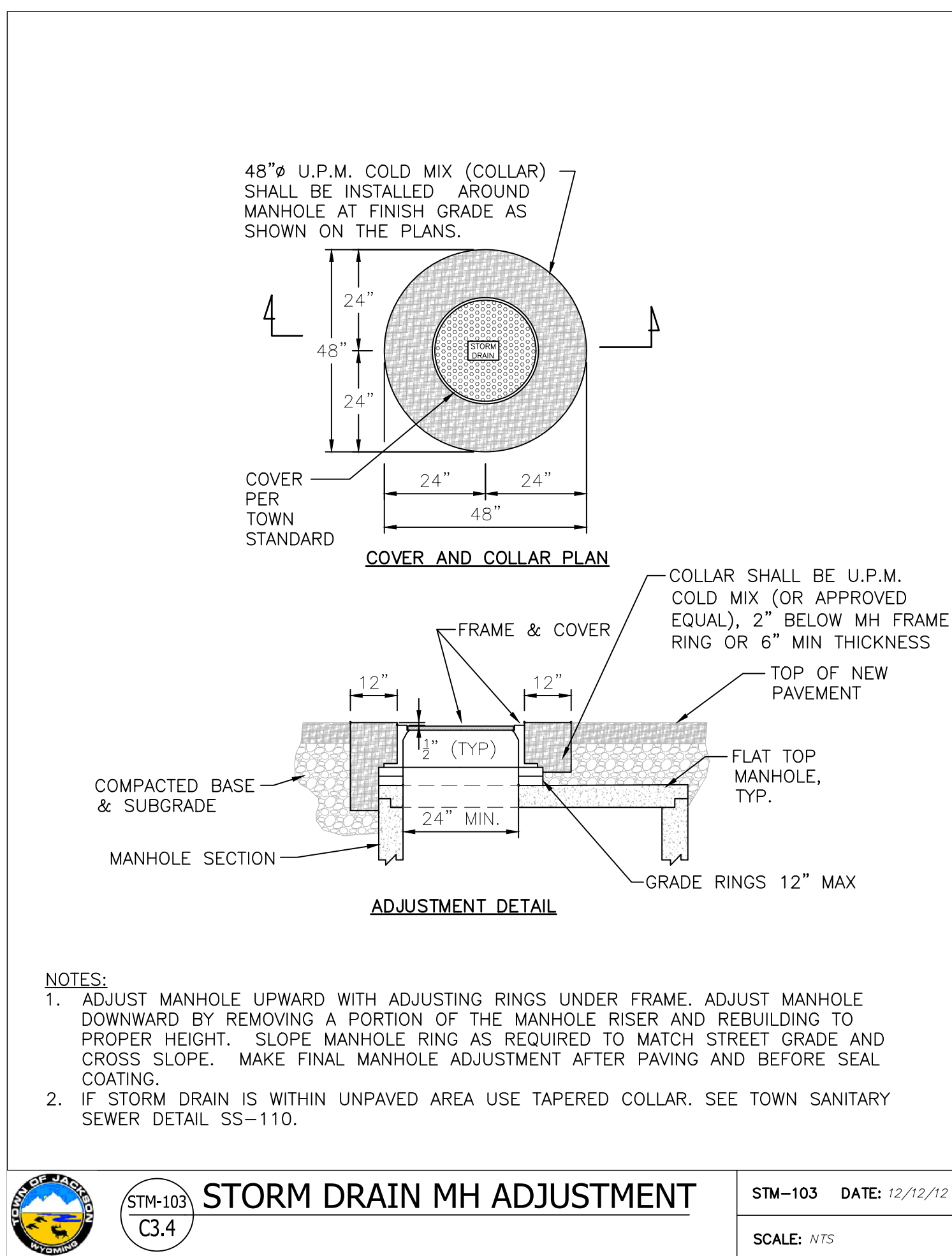
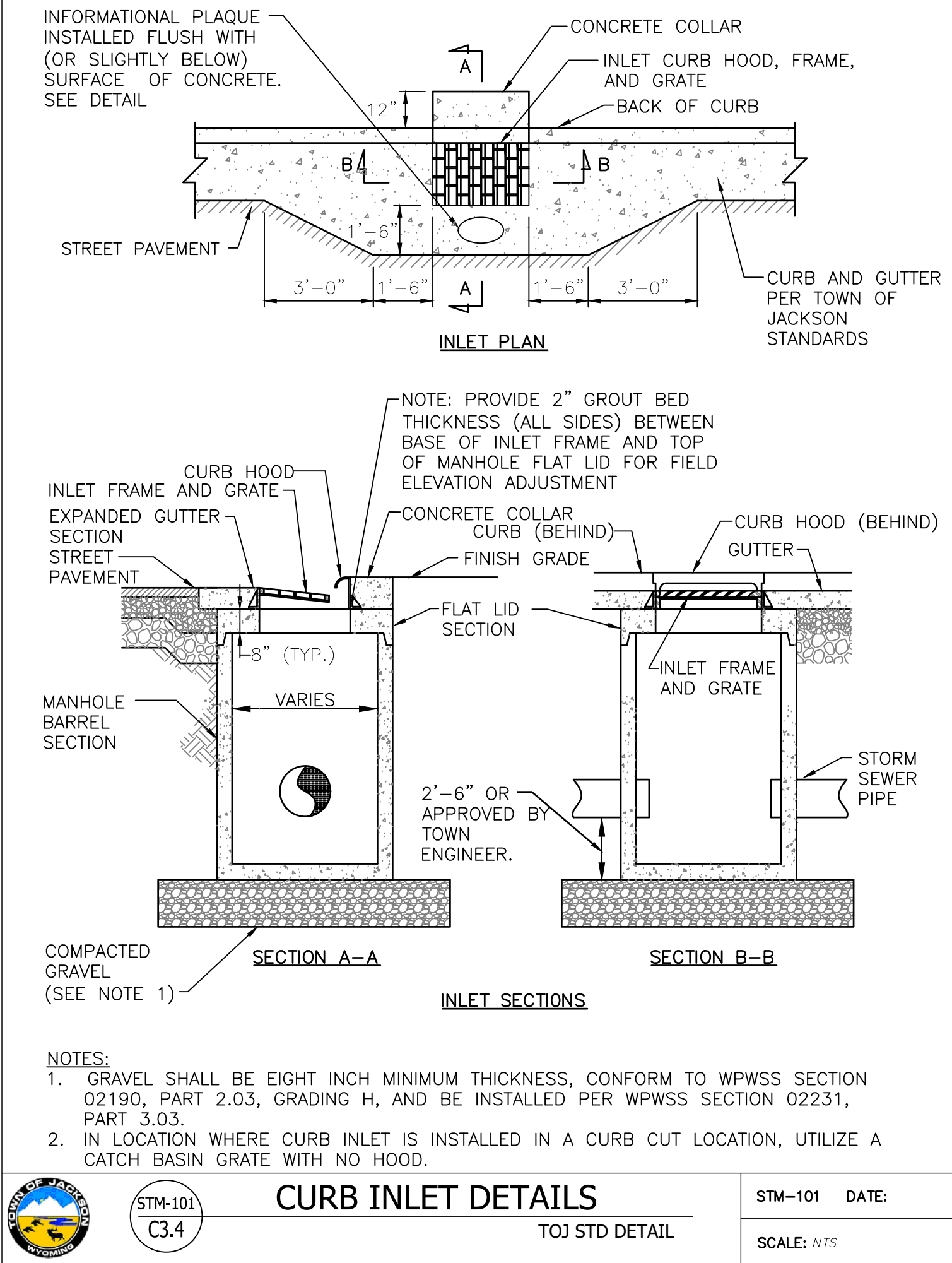
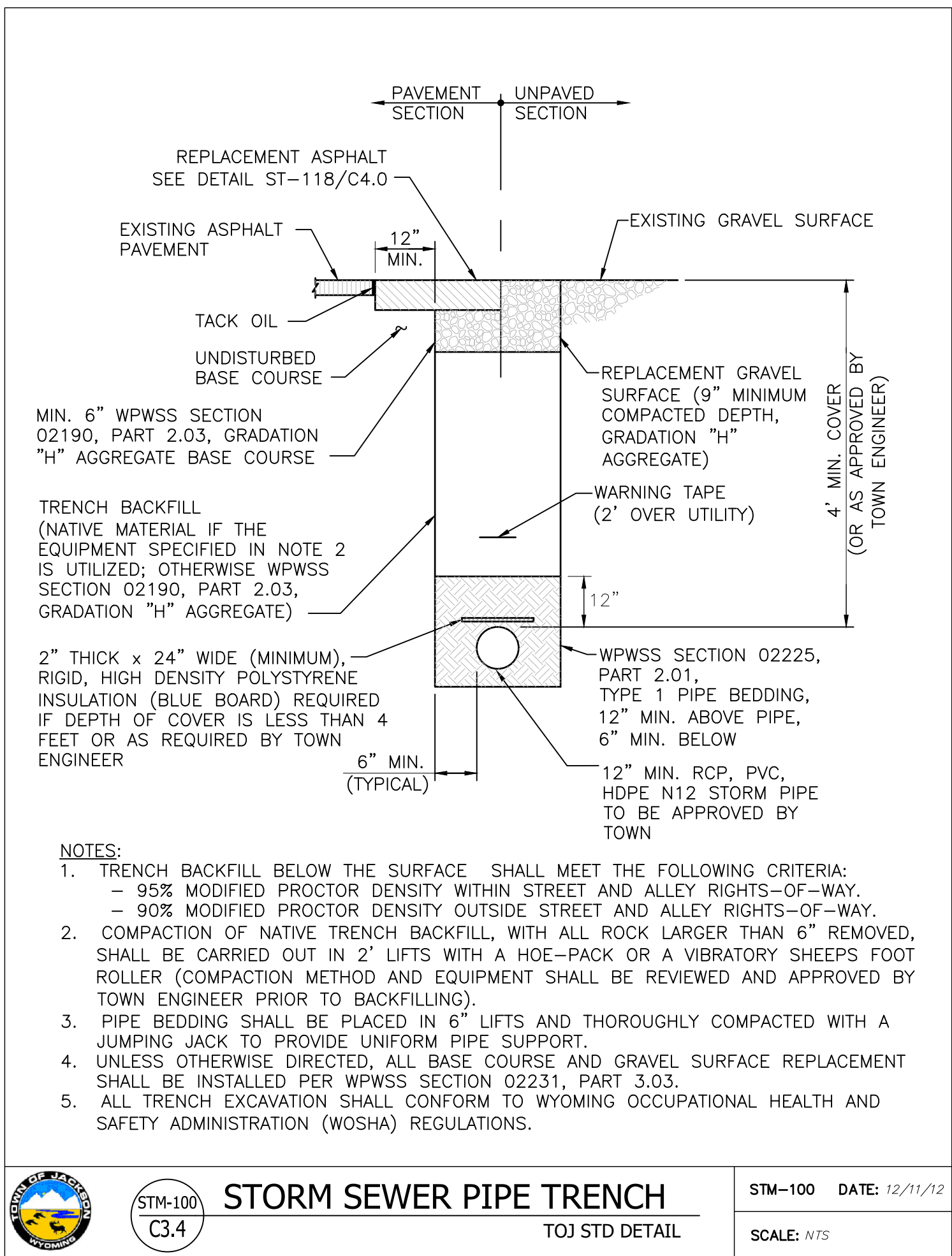


SS-109 C3.3 MANHOLE ADJUSTMENT & COLLAR DETAIL FOR ASPHALT SURFACES

SS-109 DATE: 1/11/13 SCALE: NTS



1 C3.3 EXISTING MANHOLE NEW SERVICE CONNECTION DETAIL



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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.

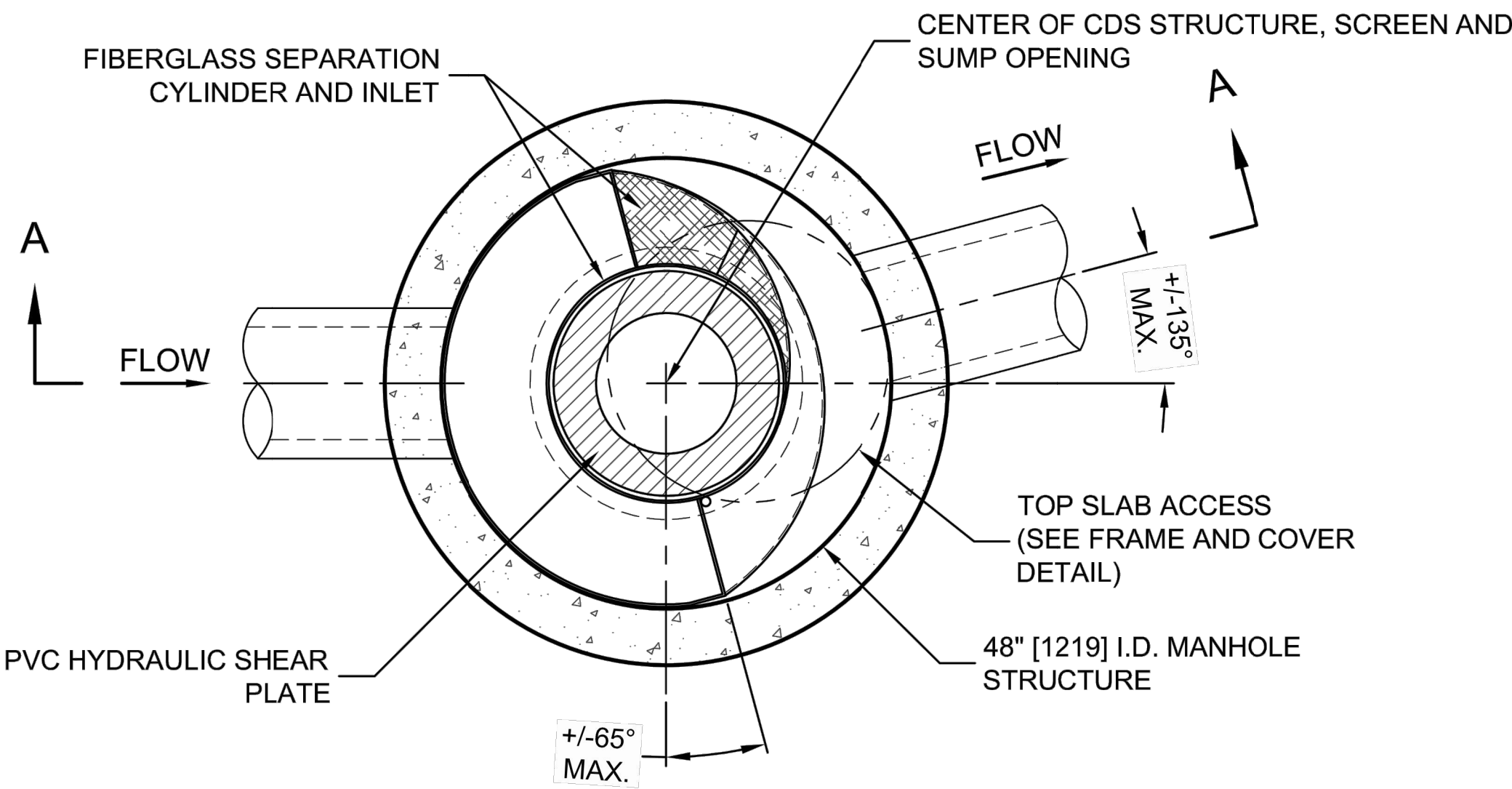
INSTALLATION NOTES

- 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.

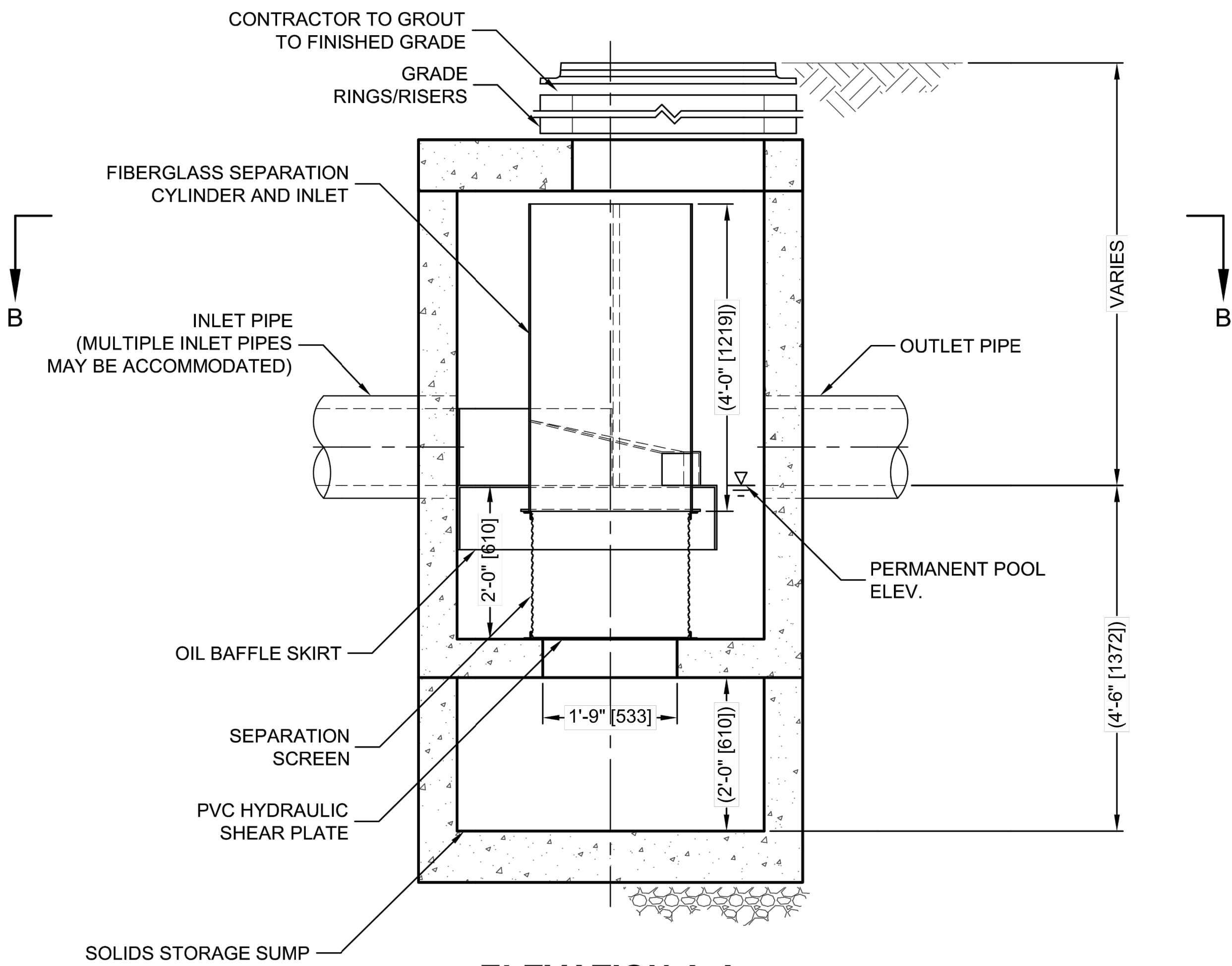
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800-338-1122 513-645-7000 513-645-7993 FAX

CDS2015-4-C
INLINE CDS
STANDARD DETAIL



PLAN VIEW B-B
N.T.S.



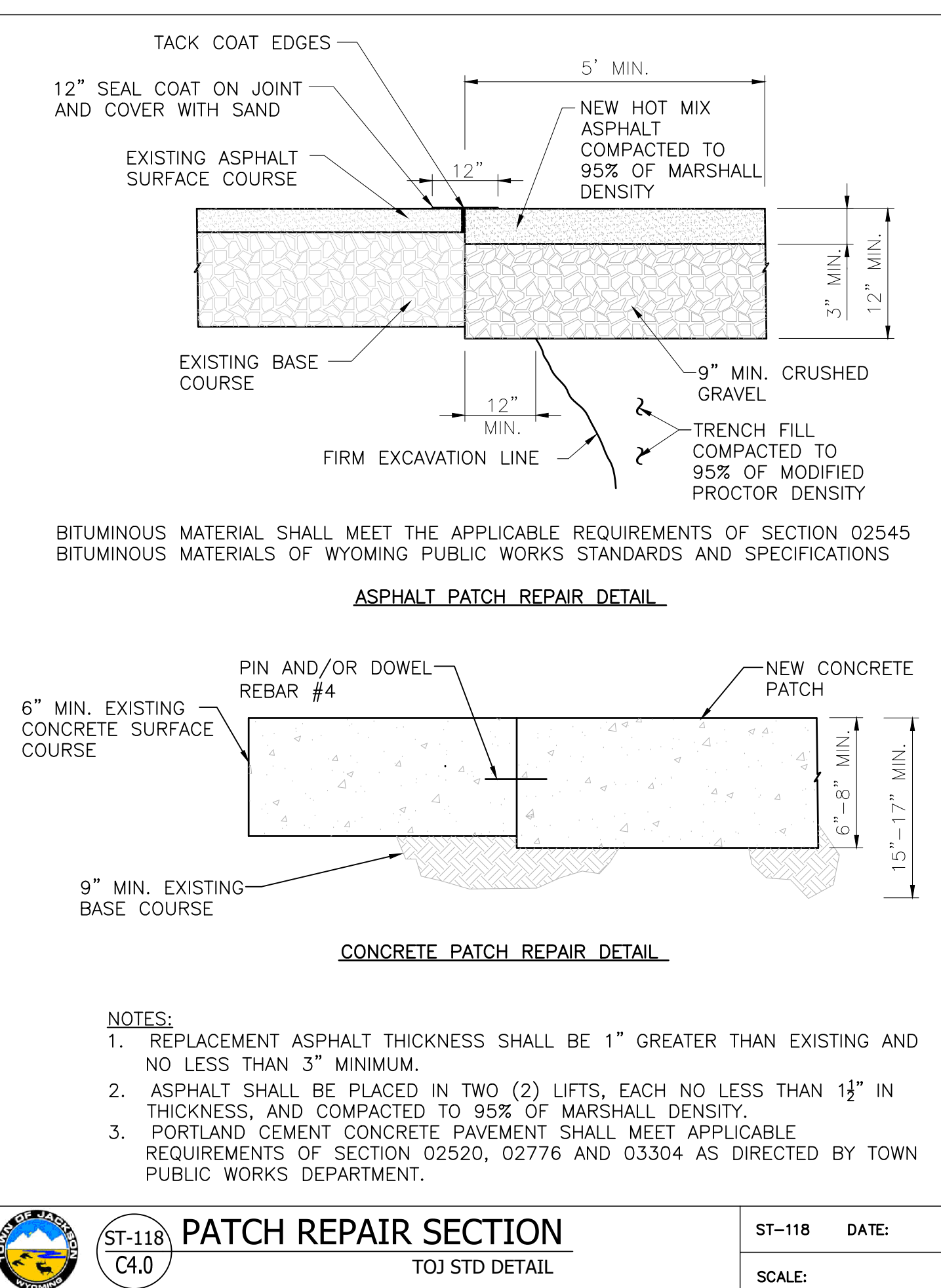
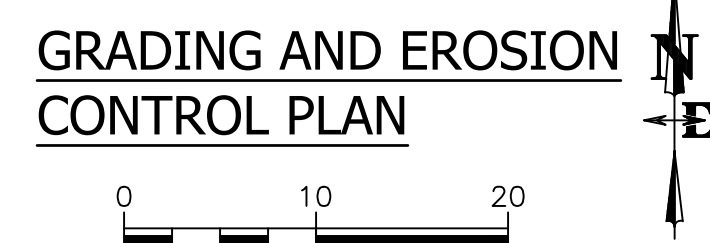
ELEVATION A-A
N.T.S.



THIS PRODUCT MAY BE PROTECTED BY ONE OR MORE OF THE
FOLLOWING U.S. PATENTS: 6,788,846; 6,841,732; 6,811,588; 6,881,785
RELATED FOREIGN PATENTS, OR OTHER PATENTS PENDING.

CUISERS\SSCHLACHER\DESKTOP\CDS DETAILS 180 MICRON SIZING\CAD\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

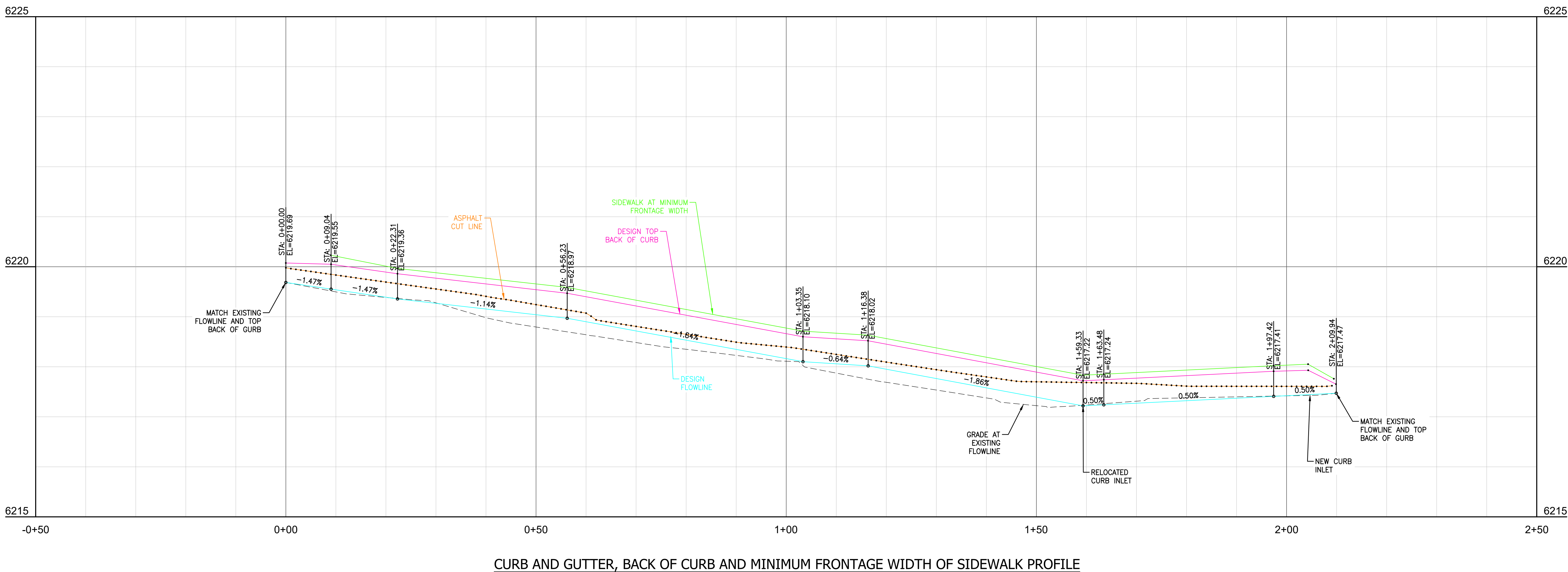
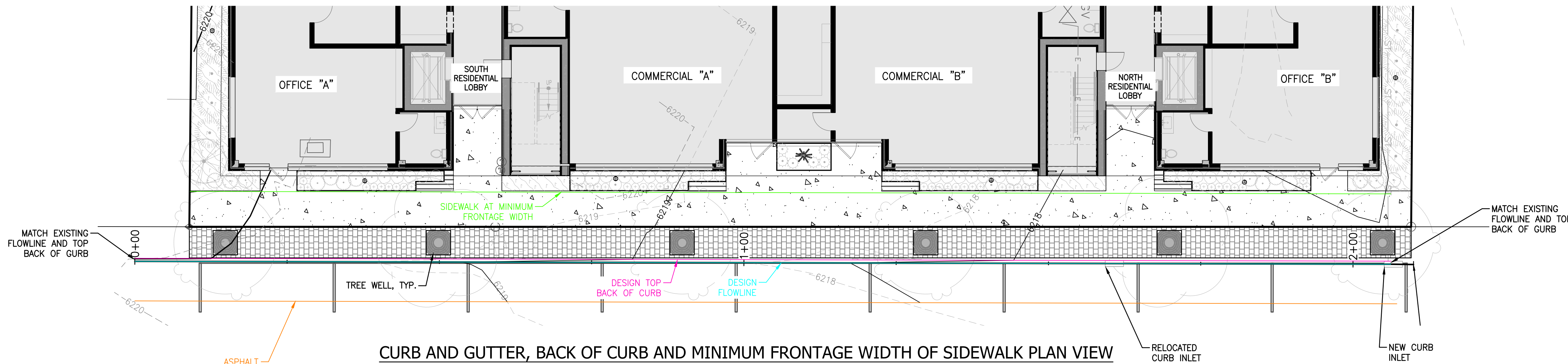
Project
Millward Street Apartments

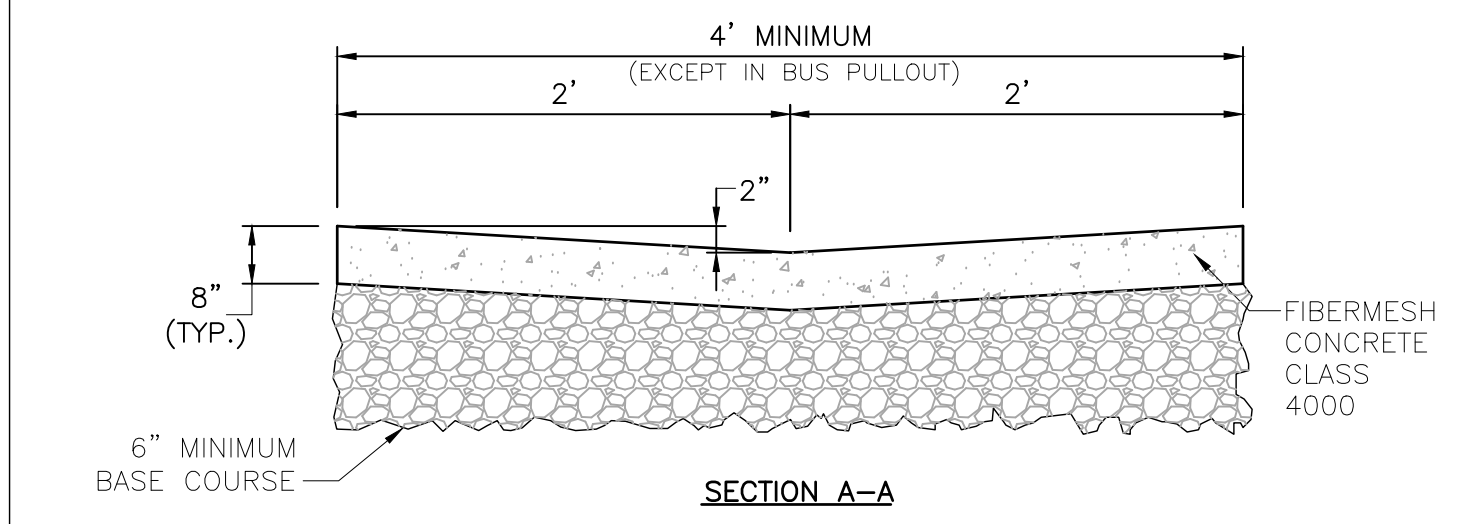
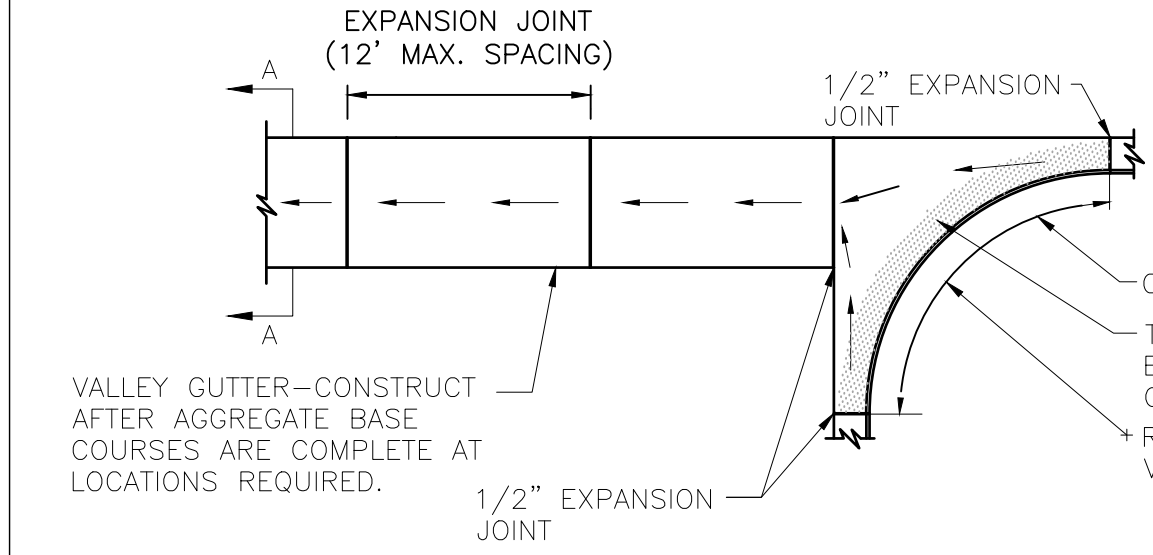
245 & 265 N. Millward St., Jackson, WY
83301

2210	Project No. 22-020-02
Drawer	Drawn By BRADEN OLSON
Checker	Checked By JOSH KILPATRICK
Discipline	Drawing No.

C4.0

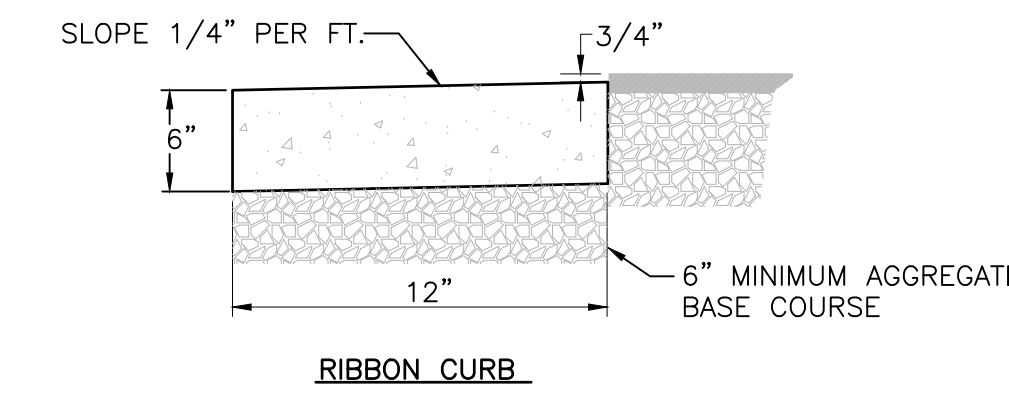
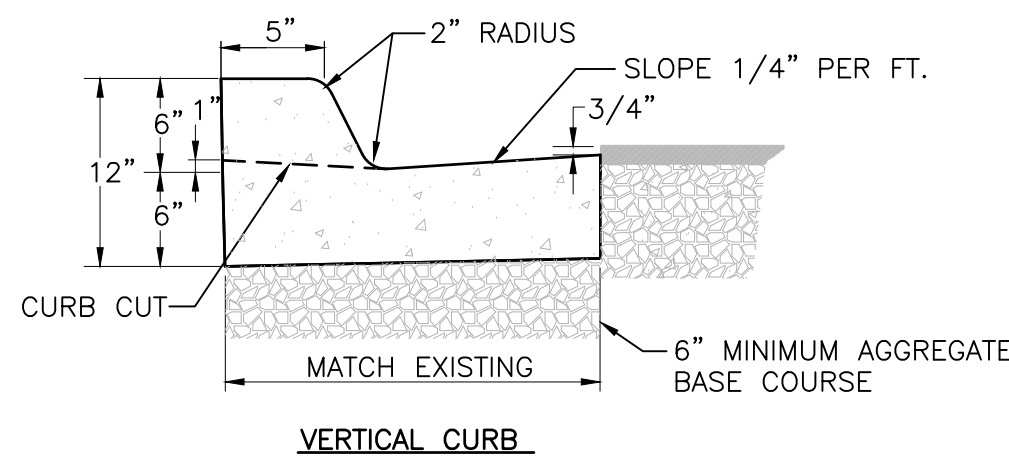
Drawing Name	GRADING AND EROSION CONTROL PLAN
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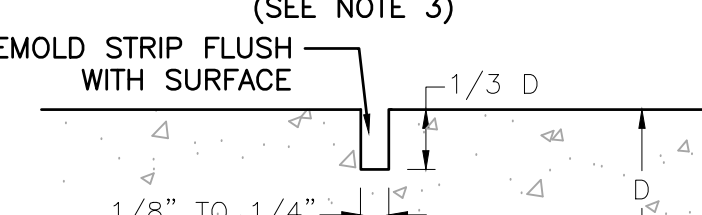
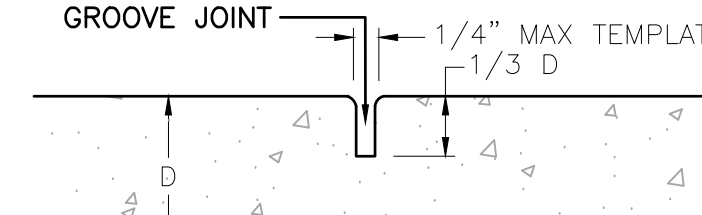
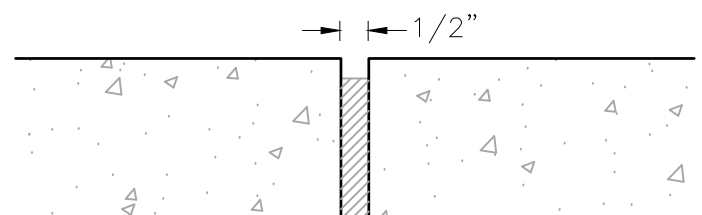
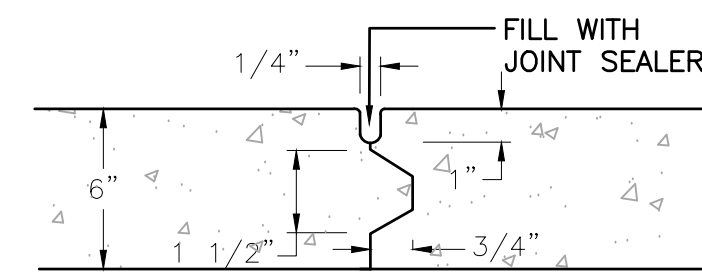
- NOTES:
- VALLEY GUTTERS AND CURB TURN FILLETS SHALL CONFORM TO WPSS SECTION 02528, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH CLASS 4000 CONFORMING WITH WPSS SECTION 03304, PART 2.08.
 - AGGREGATE BASE COURSE SHALL BE SIX INCH MINIMUM THICKNESS, CONFORM TO WPSS SECTION 02190, PART 2.03, 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.

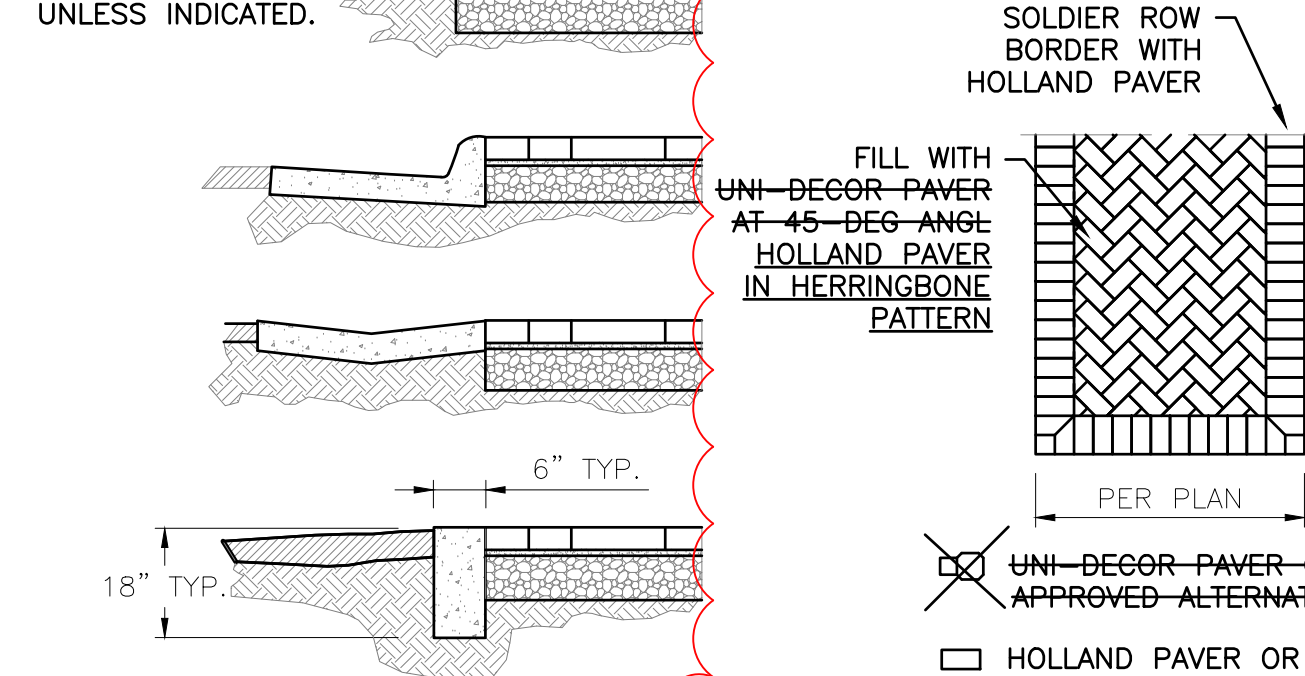
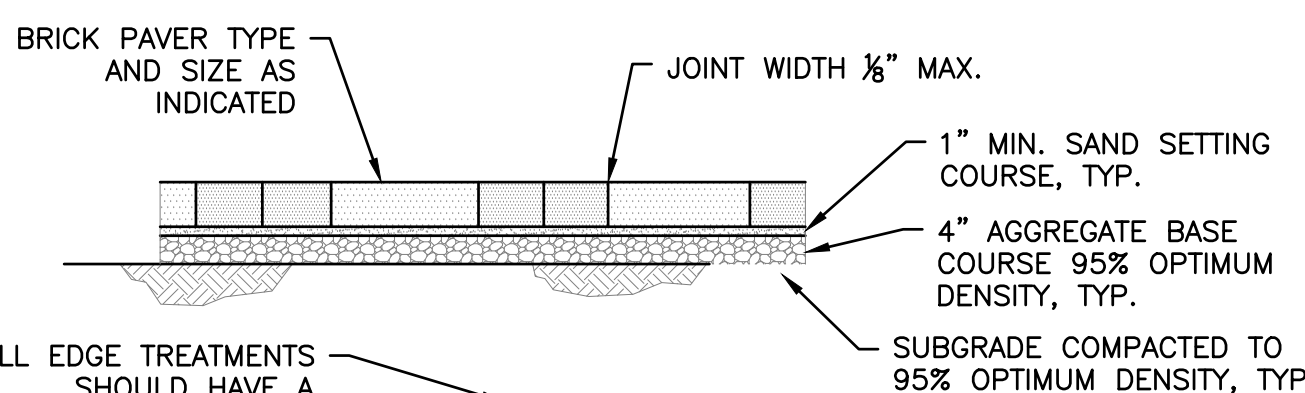
	ST-110 C4.2	CURB SECTION DETAIL	ST-110
	TOJ STD DETAIL	DATE: 12/4/12	SCALE: NTS



SAWED OR PREMOLDED STRIP LONGITUDINAL OR TRANSVERSE JOINT

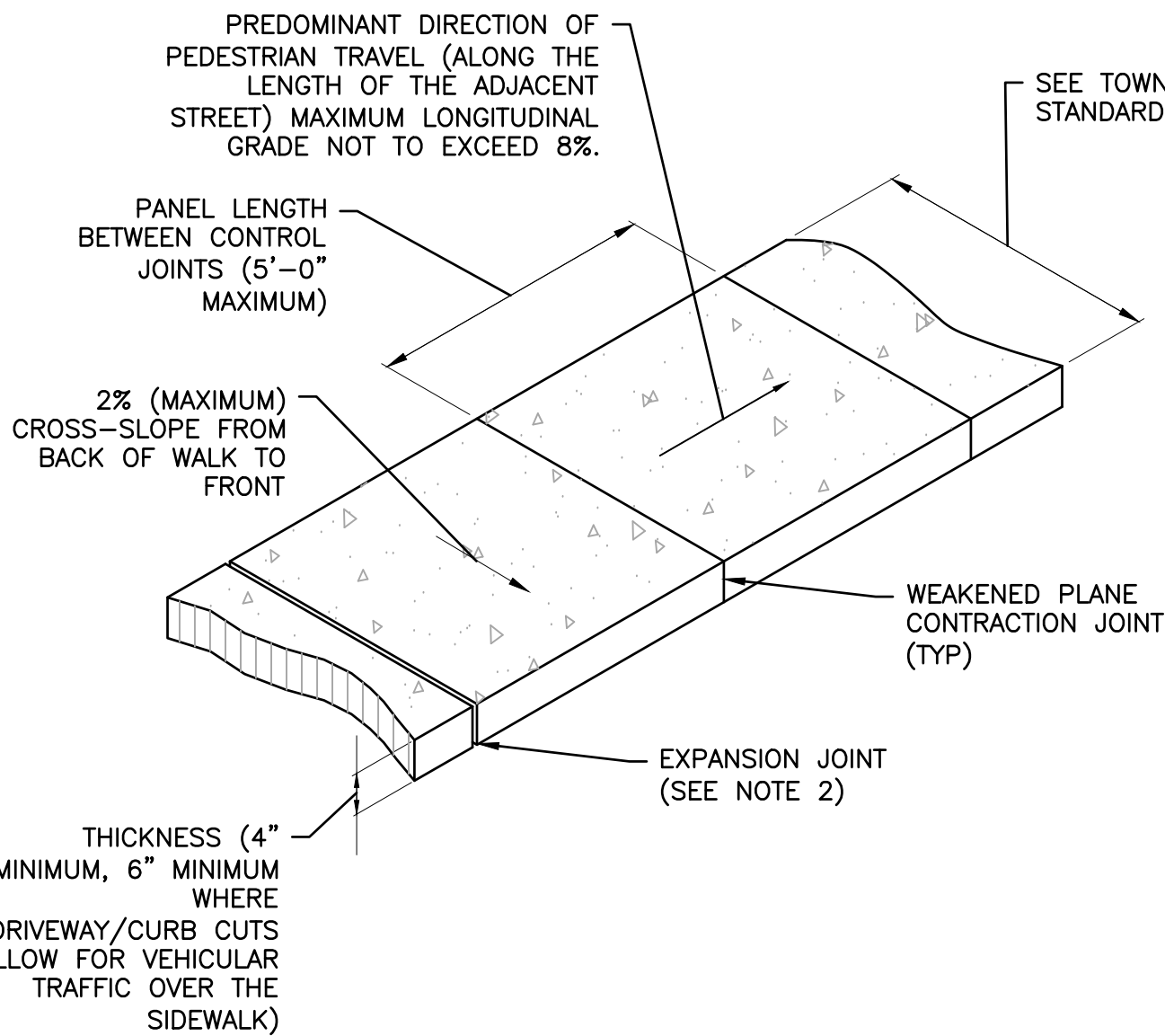
- NOTE:
- KEYWAY FORMED BY FASTENING METAL KEY TO FORM.
 - $\frac{1}{2}$ " PREMOLDED NON-EXTRUDING EXPANSION JOINT MATERIAL TO MEET AASHTO M-59. EXPANSION MATERIAL SHALL BE INSTALLED WHEN ABUTTING EXISTING CONCRETE OR FIXED STRUCTURES SUCH AS INLETS AND DRIVEWAYS, AND EVERY 300' ON LONG STRAIGHT CONCRETE 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



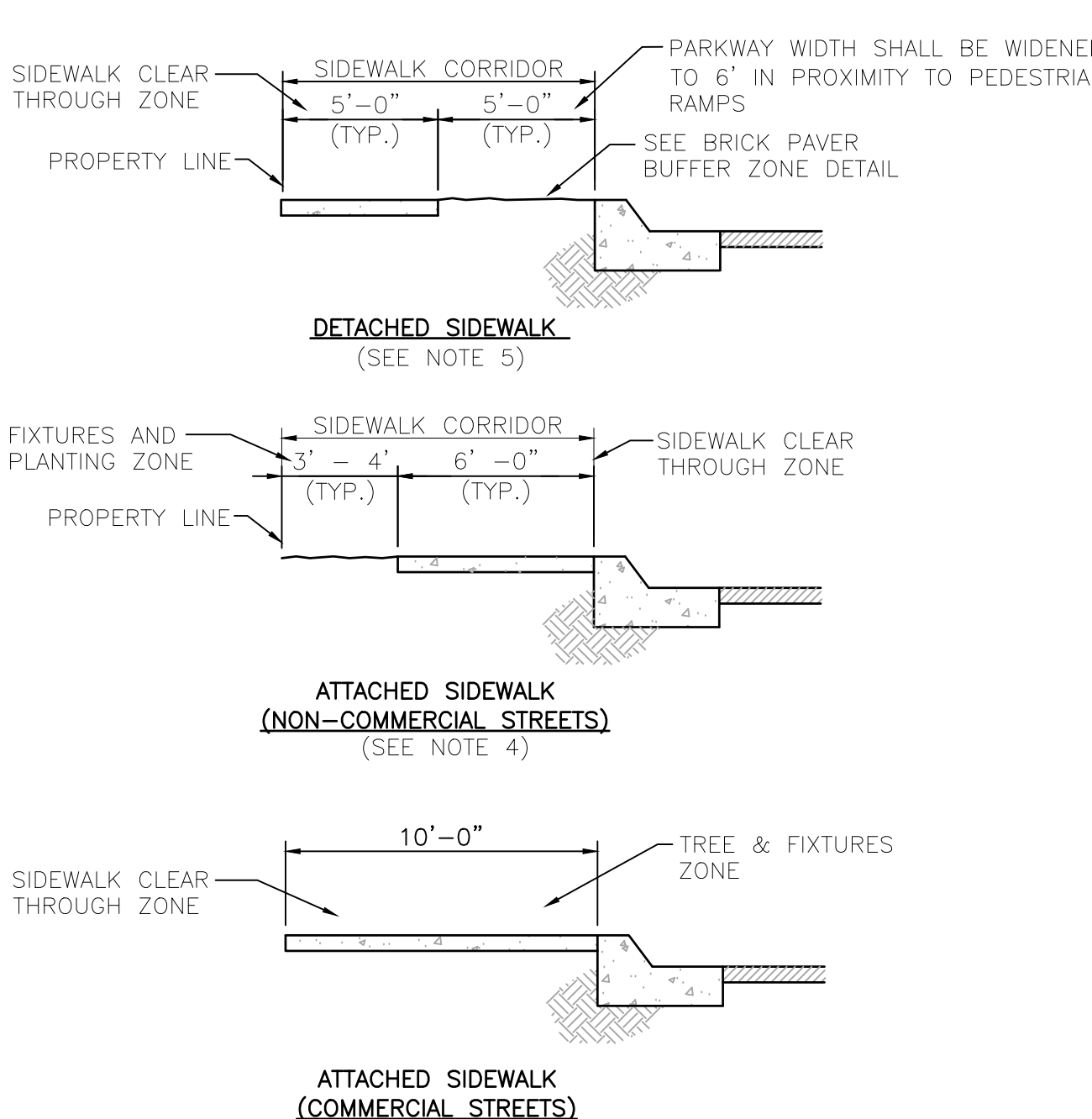
- NOTES:
- BRICK PAVERS COMPRISING THE SOLDIER ROW WITHIN UTILIZED IN THE BUFFER ZONE SHALL BE HOLLAND PAVERS MANUFACTURED BY ANCHOR-BLOCK COMPANY. MATERIALS: PAVERS SHALL BE 60 mm ($\frac{3}{4}$ ") THICK WITH A WEIGHT OF 6 LBS PER PAVES. COLOR SHALL BE CHARCOAL/TAN RUSTIC BLEND.
 - BRICK PAVERS UTILIZED IN THE BUFFER ZONE BETWEEN SOLDIER ROWS SHALL BE UNI-DECOR MANUFACTURED BY UNI-GROUP USA. PAVERS SHALL BE $\frac{3}{4}$ " 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



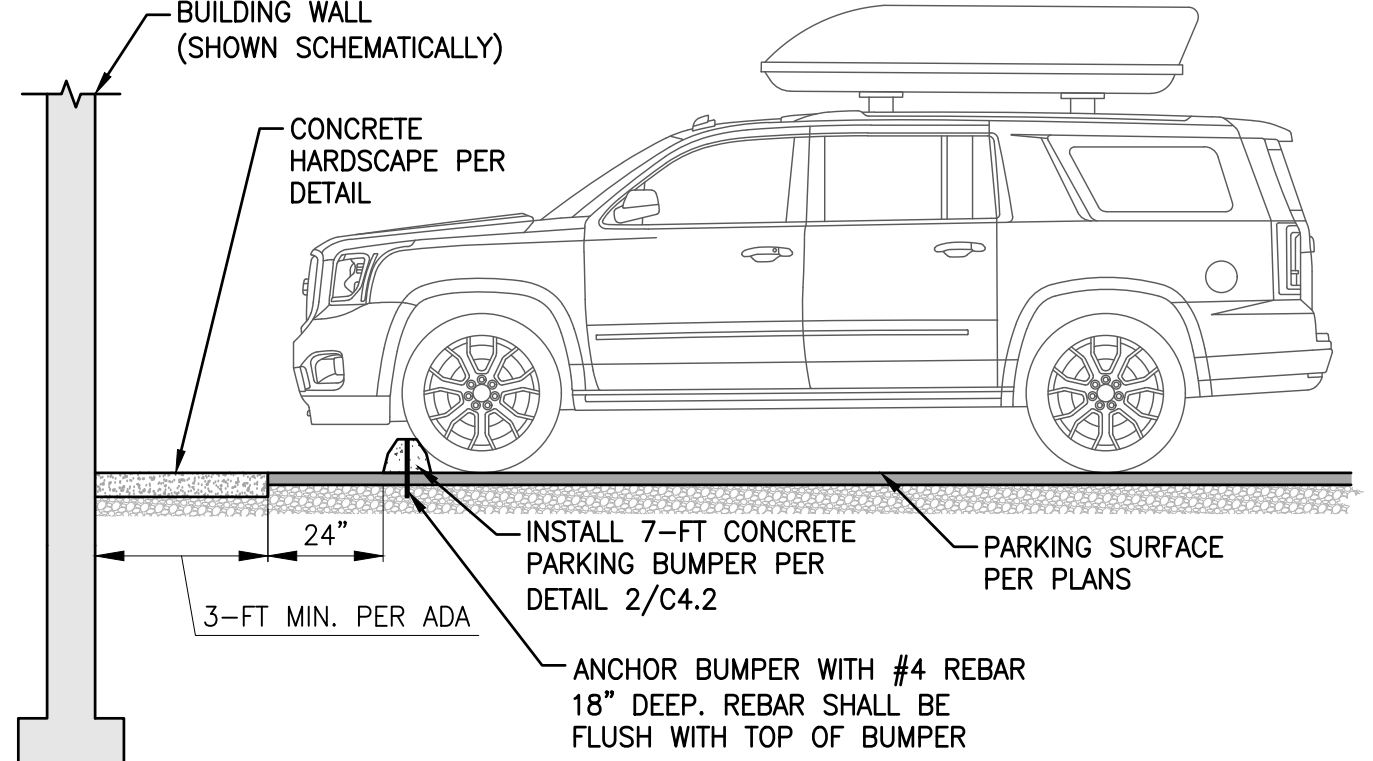
- NOTES:
- SIDEWALK SHALL CONFORM TO ALL APPLICABLE ADA STANDARD REQUIREMENTS. SIDEWALKS SHALL CONFORM TO WPSS SECTION 02776, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH WPSS SECTION 03304, PART 2.07.
 - EXPANSION JOINTS SHALL BE PLACED IN SIDEWALK 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

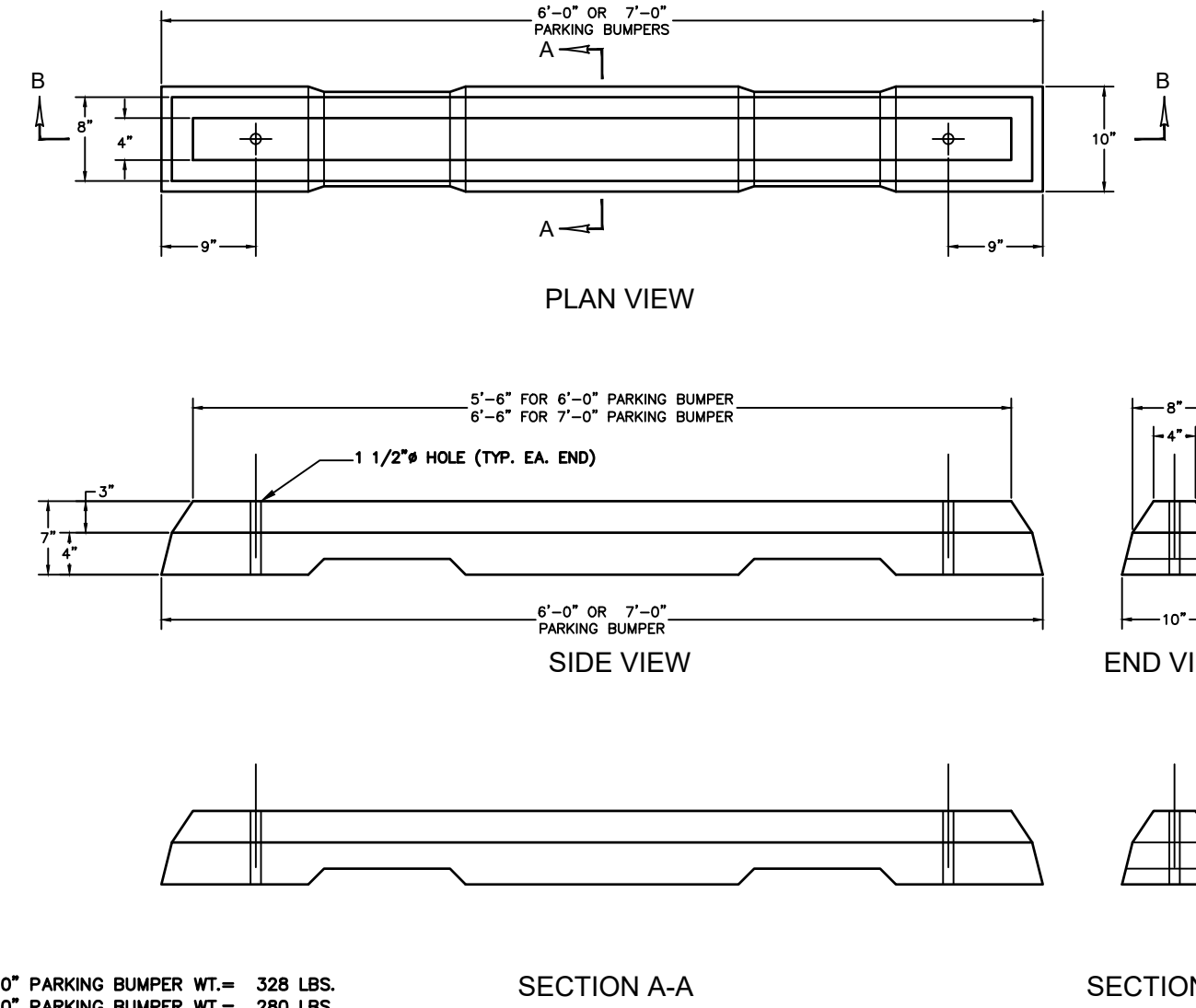


- NOTES:
- SIDEWALKS SHALL CONFORM TO ALL APPLICABLE ADA STANDARD REQUIREMENTS.
 - SIDEWALK, PEDESTRIAN RAMP AND CURB & GUTTER CONSTRUCTION SHALL BE PER TOWN STANDARDS.
 - WITHIN THE TOWN'S BOARDWALK DISTRICT, BOARDWALK (RATHER THAN SIDEWALK) SHALL BE INSTALLED.
 - MINIMUM CLEARANCE AROUND ALL OBSTRUCTIONS 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

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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 3/8/2023	FDP RESUBMITTAL

PROFESSIONAL SEAL

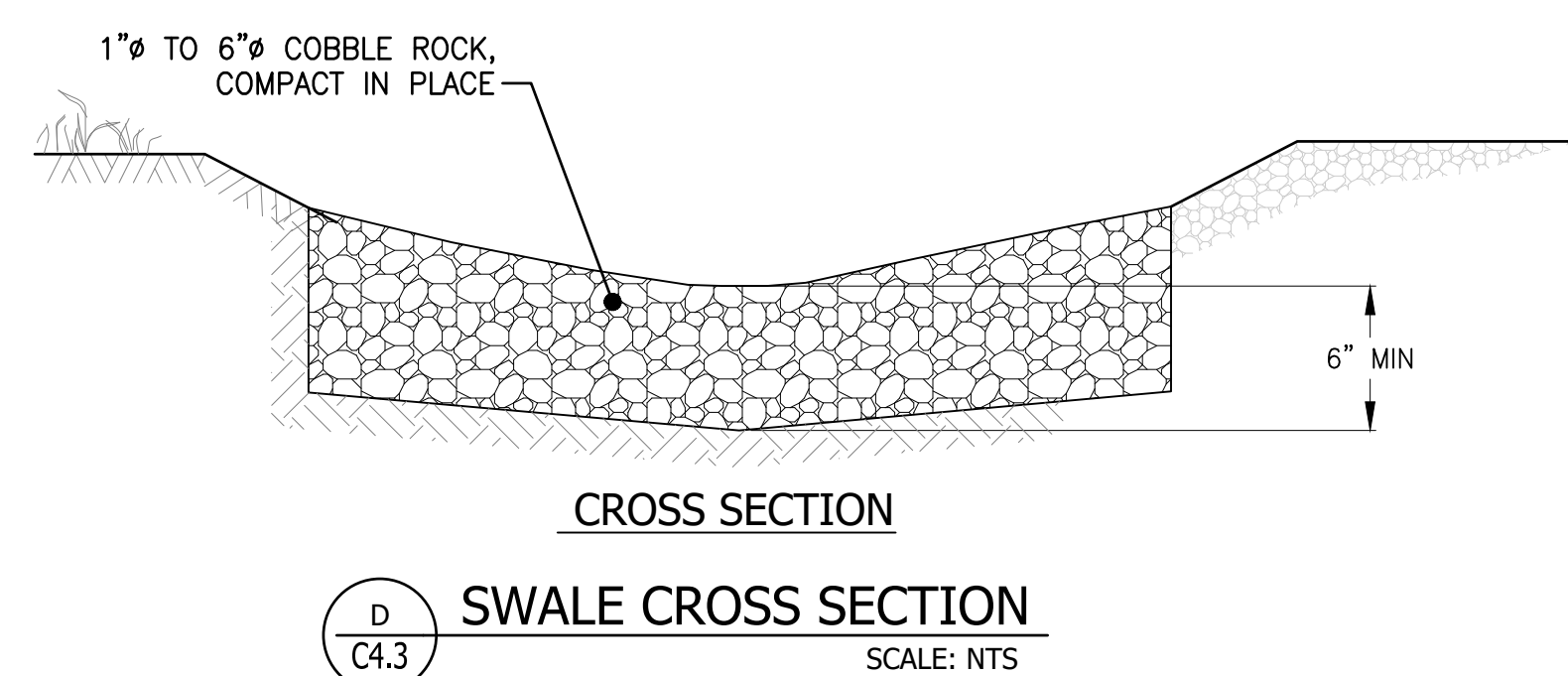
Project
Millward Street Apartments

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.	

C4.2

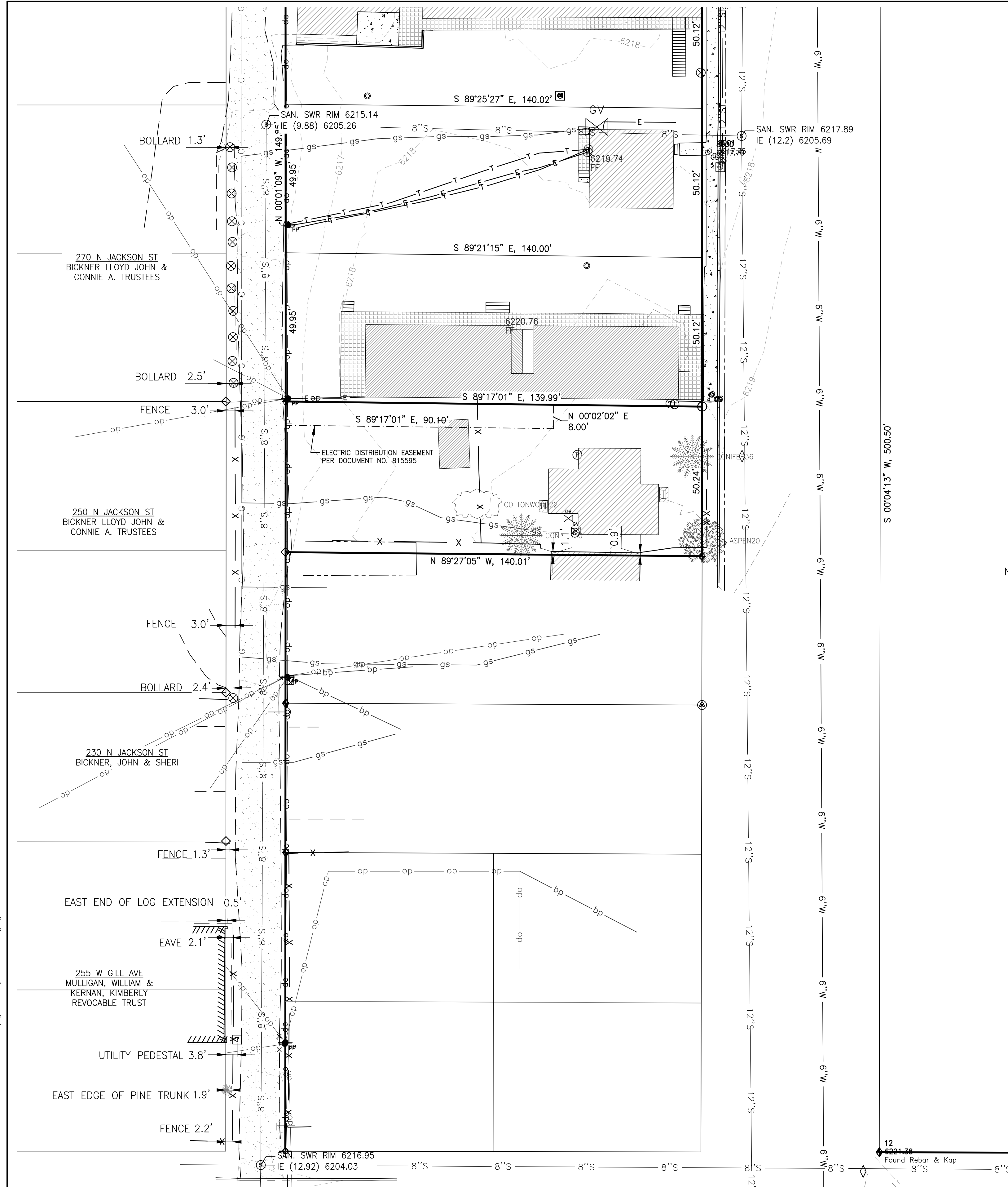
Drawing Name
GRADING DETAILS



Drawing Name

ALLEY DEVELOPMENT PLAN

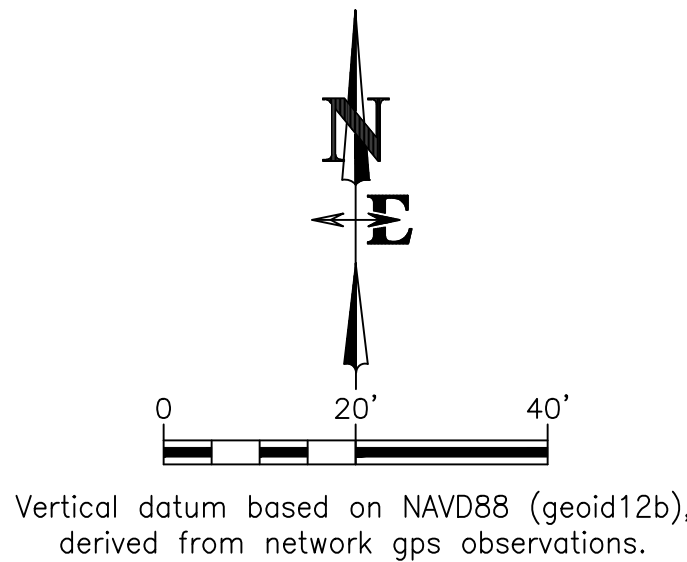
EXISTING ALLEY SITE PLAN



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;

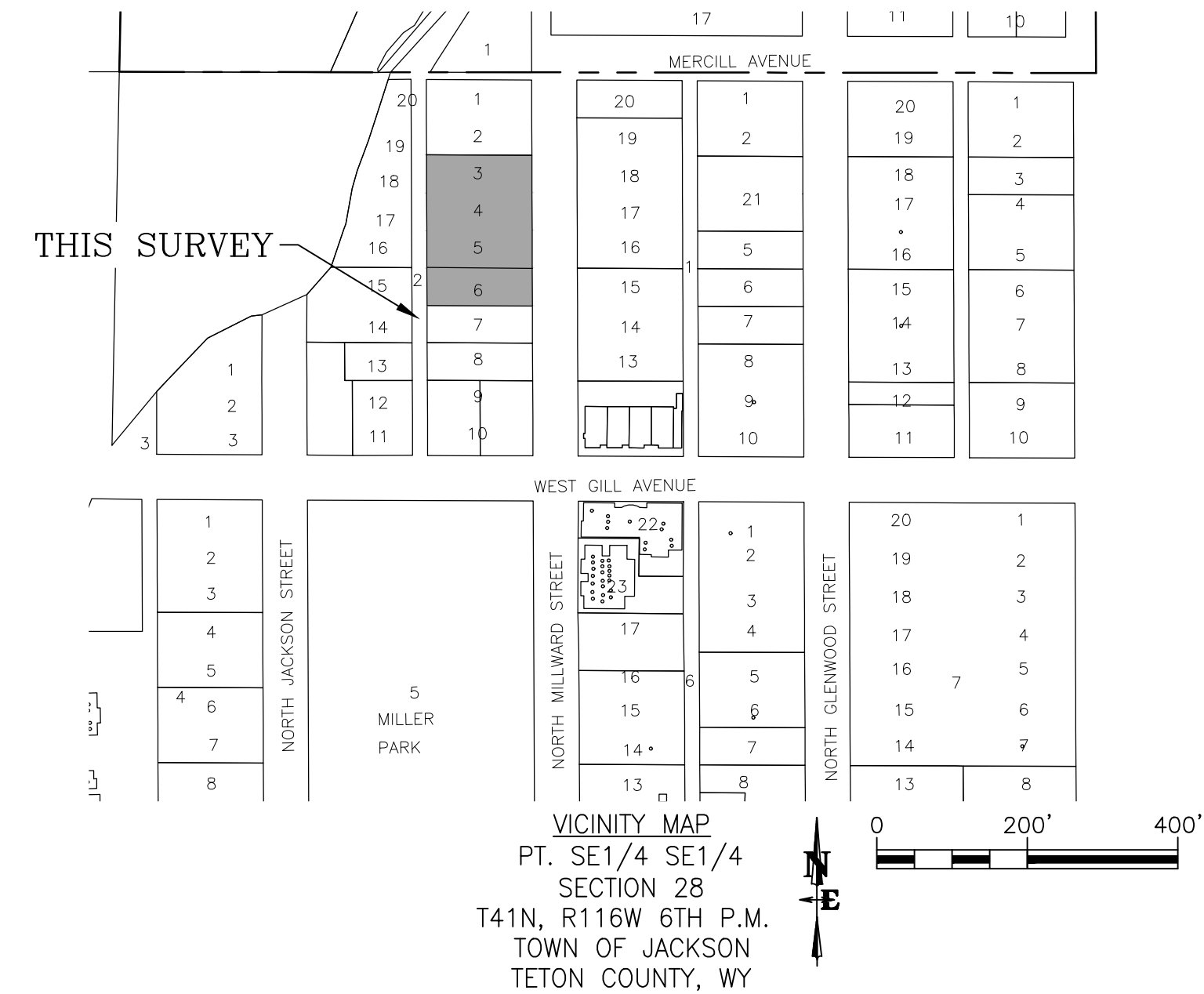
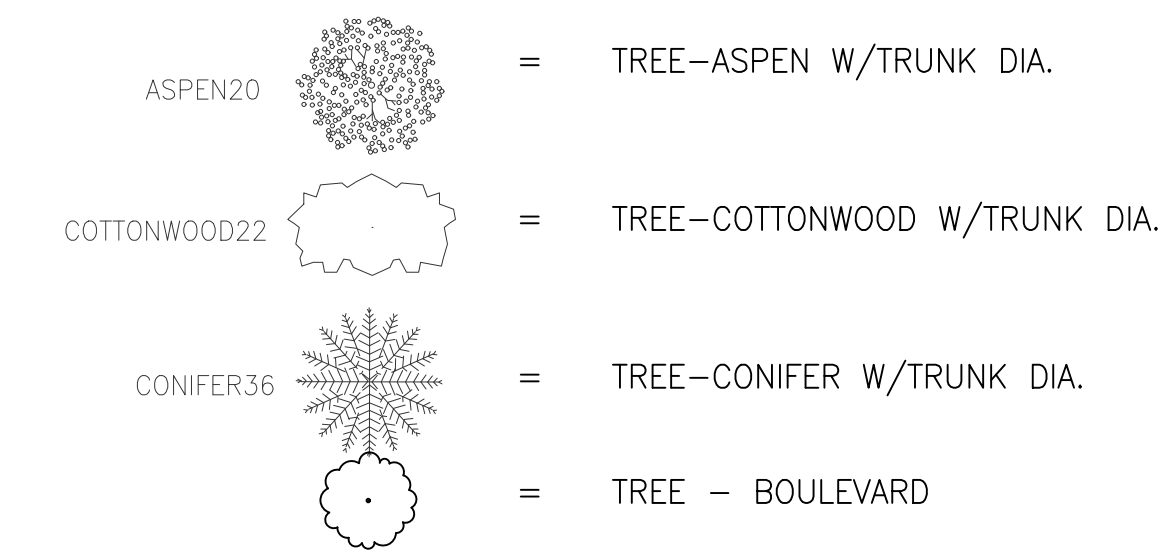
BUILDING SETBACKS PER TOJ CR-2
COMMERCIAL RESIDENTIAL ZONE

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.



<u>LEGEND</u>	
	= 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



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'.

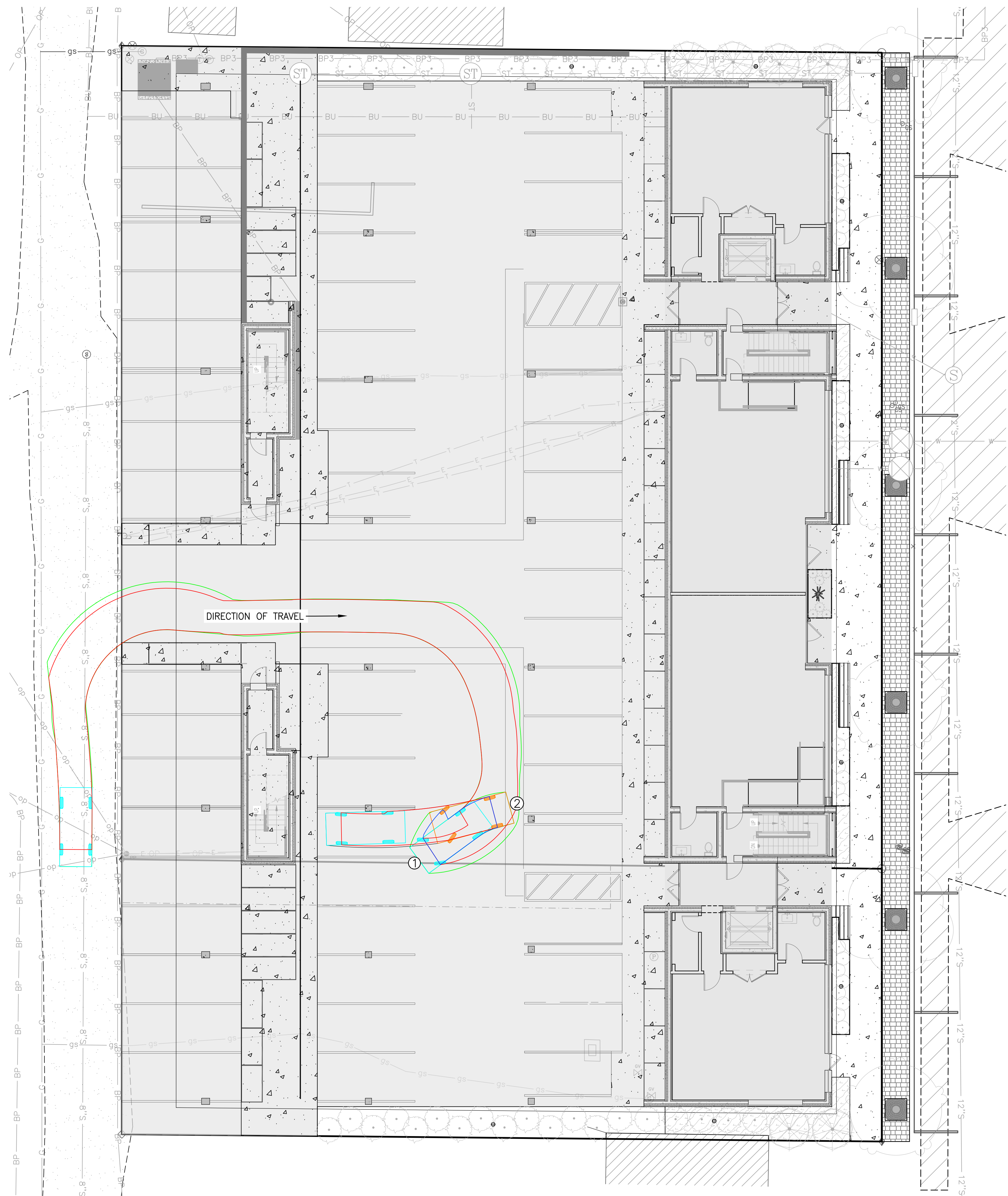
For Exhibit B the vehicle that was used to perform the analysis was a Mercedes Sprint Van. Two separate analyses were conducted. The first shown on exhibit B is the vehicle pulling into the development. A two (2) point turn was performed to properly park the vehicle in the parking space. The second analysis 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.

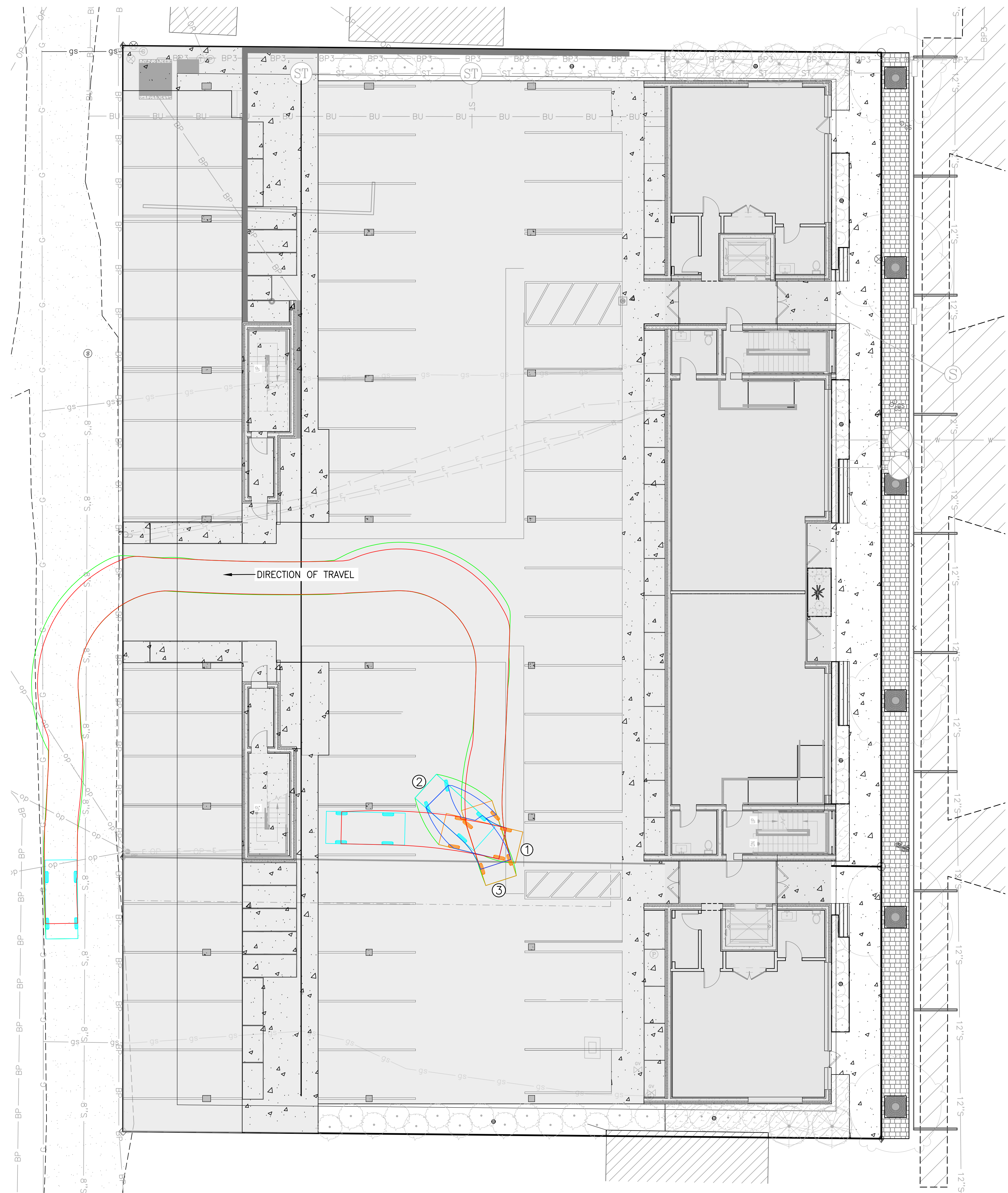
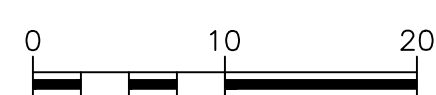
S:\Projects\2022\245 & 265 N Millward St. VNF\Drawings\SCENARIO 1 - VEHICLE TRACKING - Jan 16 2023 10:56:58 pm - RUTTER BY dcm DWG 1/16/2023 245



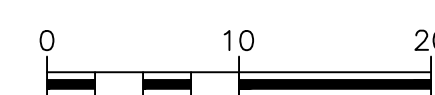
VEHICLE TRACKING ANALYSIS -
SCENARIO 1 ENTRANCE

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

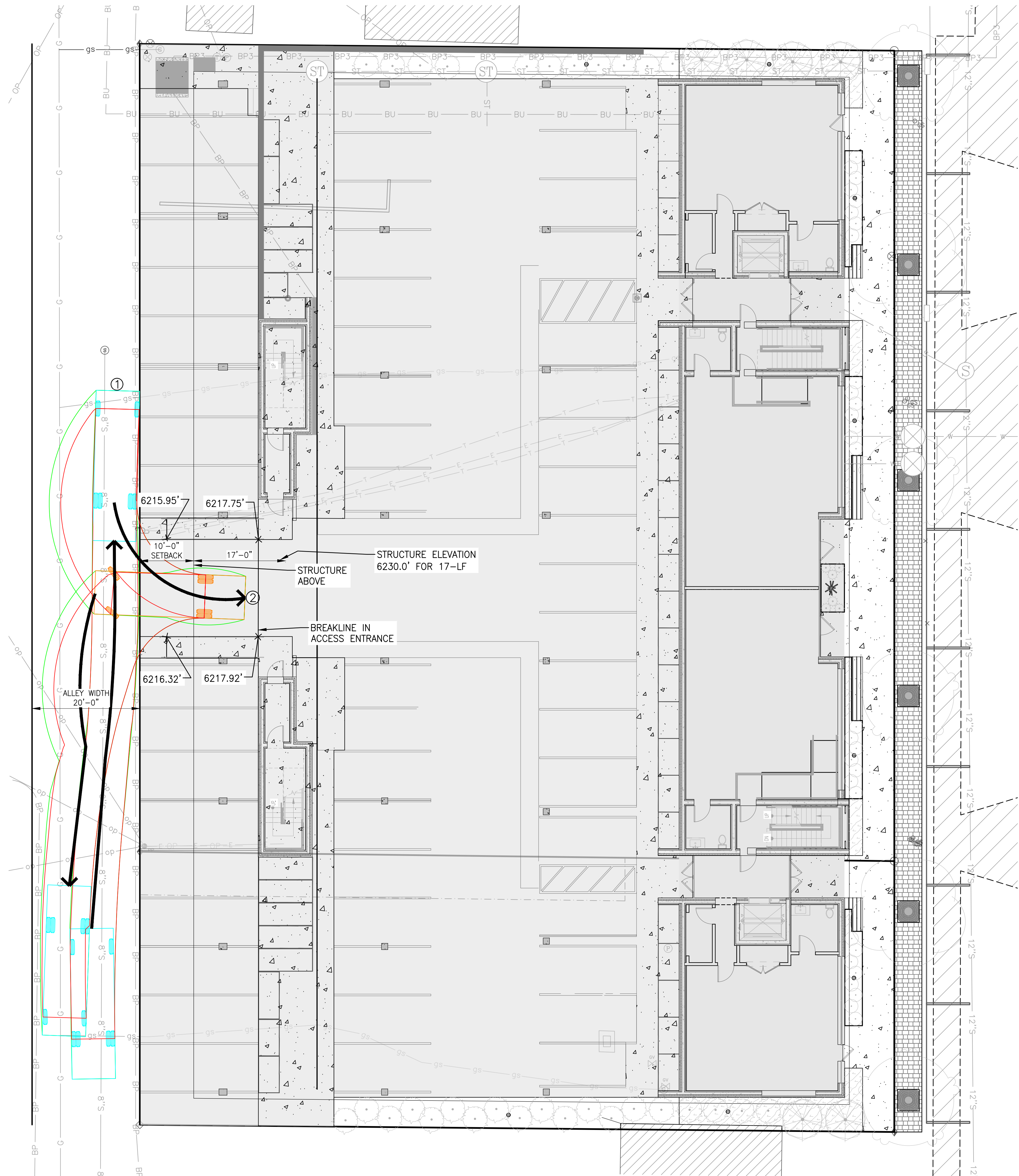
Project
Millward Street Apartments

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

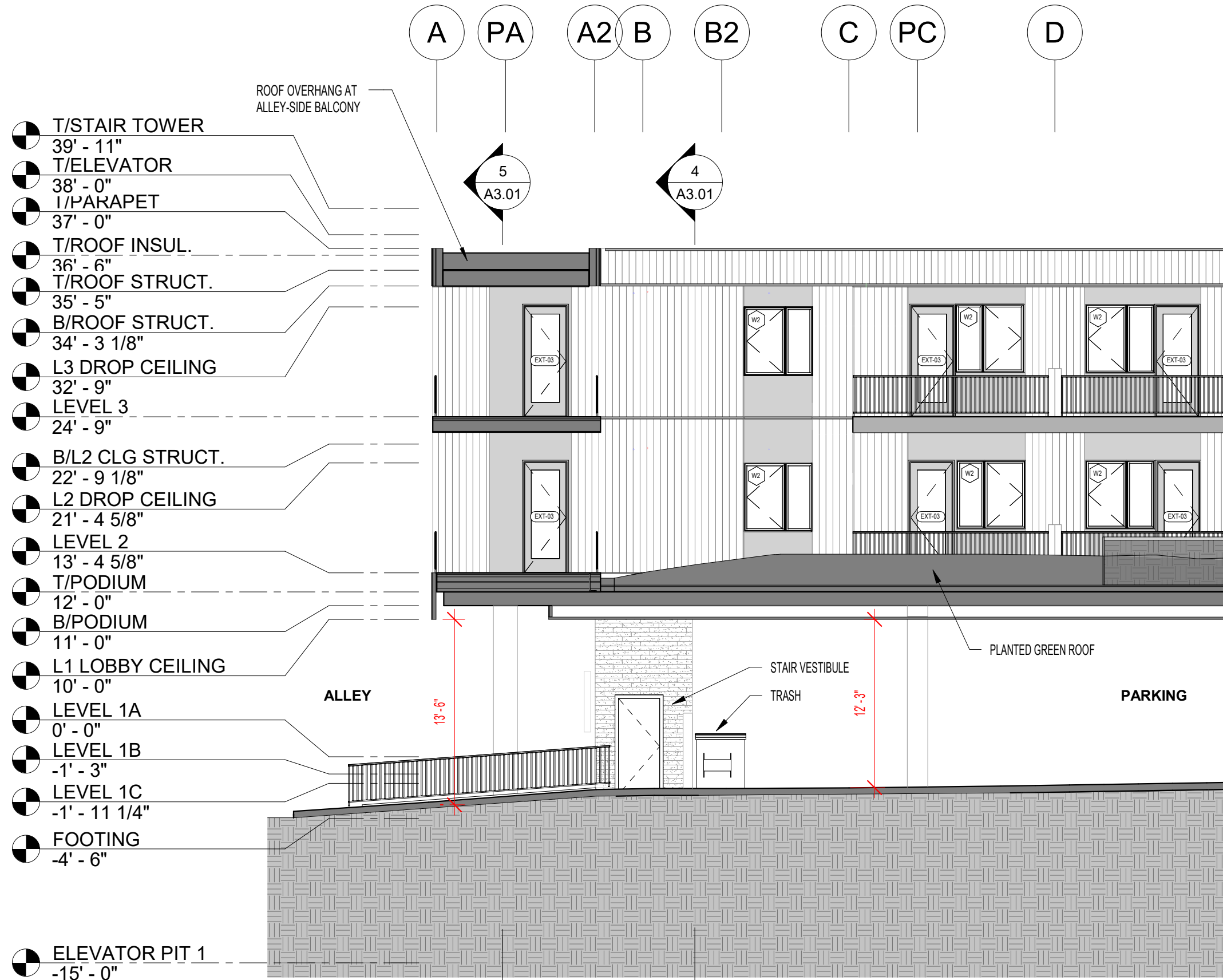


VEHICLE TRACKING ANALYSIS -
SCENARIO 3 REFUSE TRUCK TURNAROUND

- LEGEND
- VEHICLE BUMPER
 - VEHICLE AXLE
 - VEHICLE
 - VEHICLE POINT TURN
 - VEHICLE POINT TURN AXLE
 - POINT TURN NUMBER LABEL



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



ISSUED DATE	ISSUED FOR
1 12/23/2022	FDP RESUBMITTAL

PROFESSIONAL SEAL

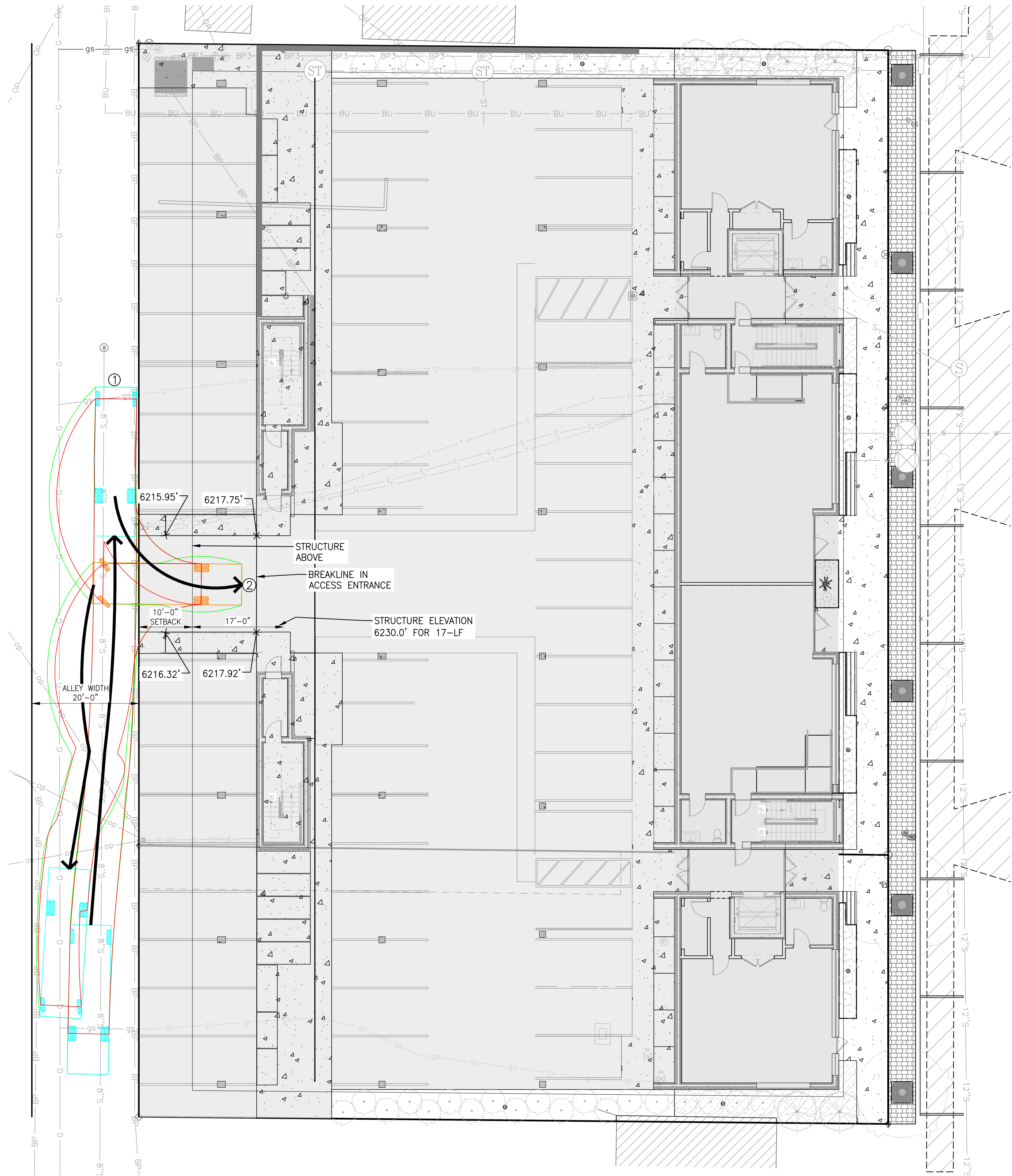
Project
Millward Street Apartments

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. C

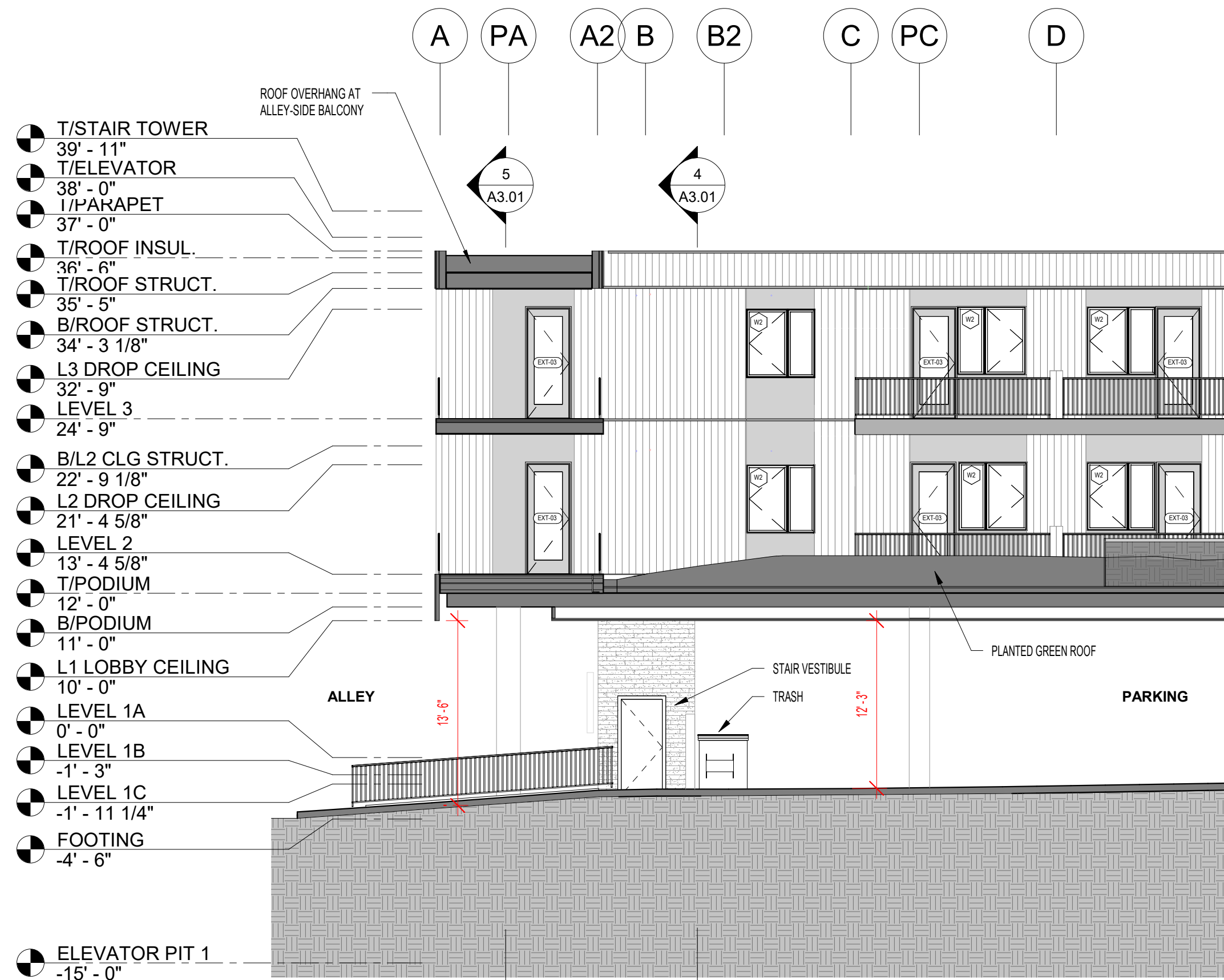
Drawing Name
VEHICLE TRACKING
ANALYSIS



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



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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

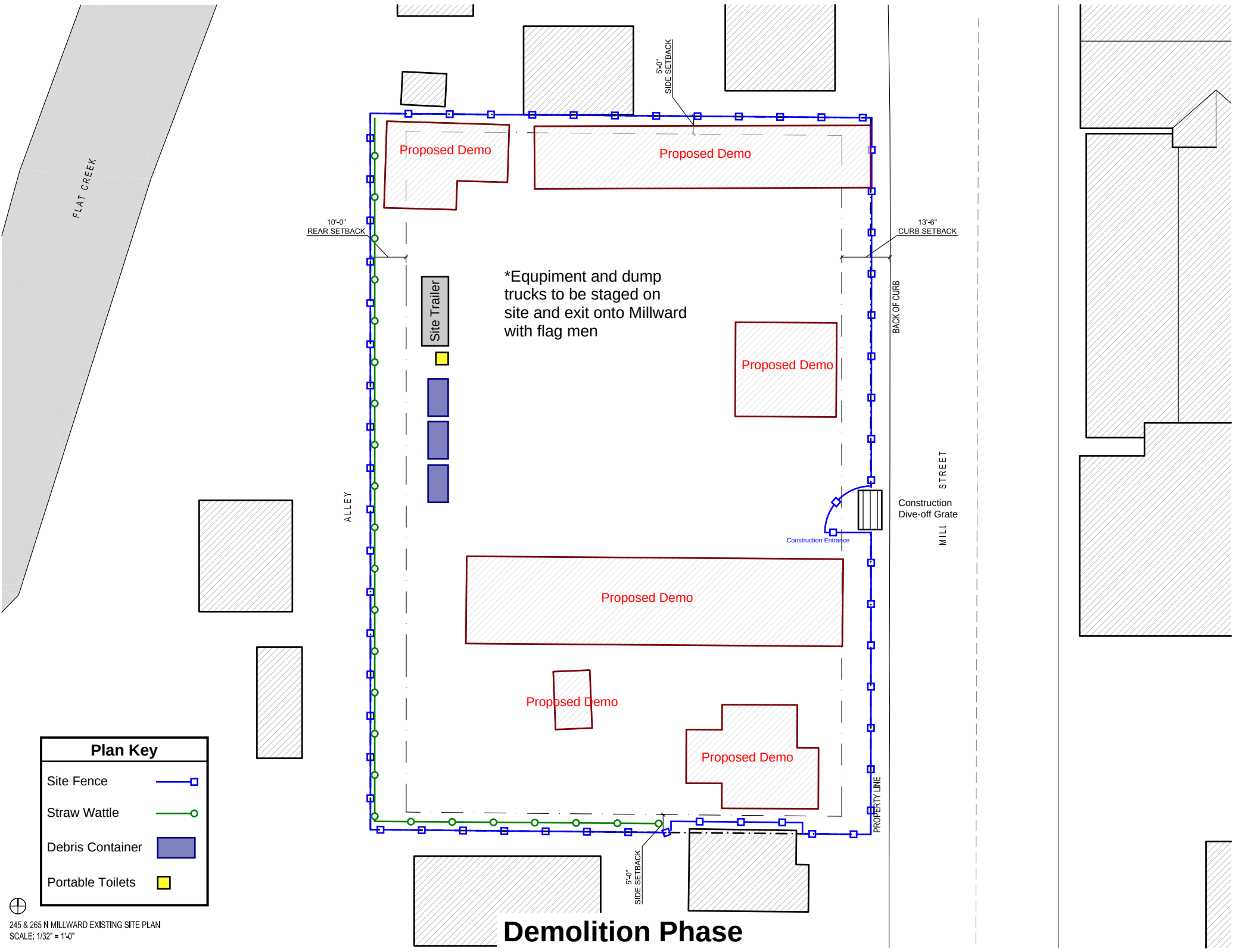
Prefabricated unit modules will be stored on the lot at West Snow King and Cache Street. Route map for deliveries shown on last page of this document.

NOISE

Noise levels during construction will not exceed the levels prescribed in the ToJ LSR Section 6.4.3 (65 DBA).

VIBRATION

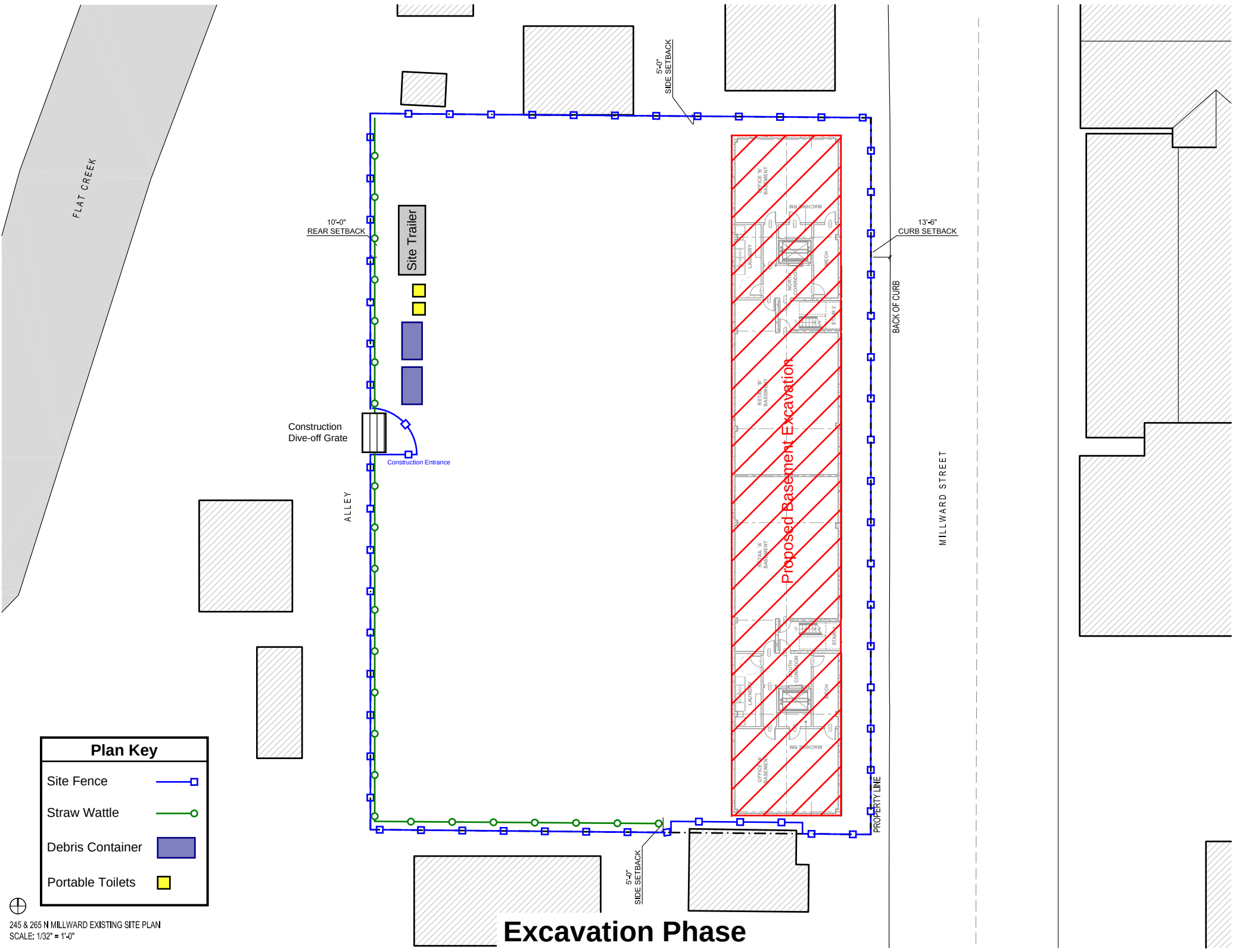
Vibration during construction will not exceed the levels prescribed in the ToJ LSR Section 6.4.4 and will conform to the operational time constraints.

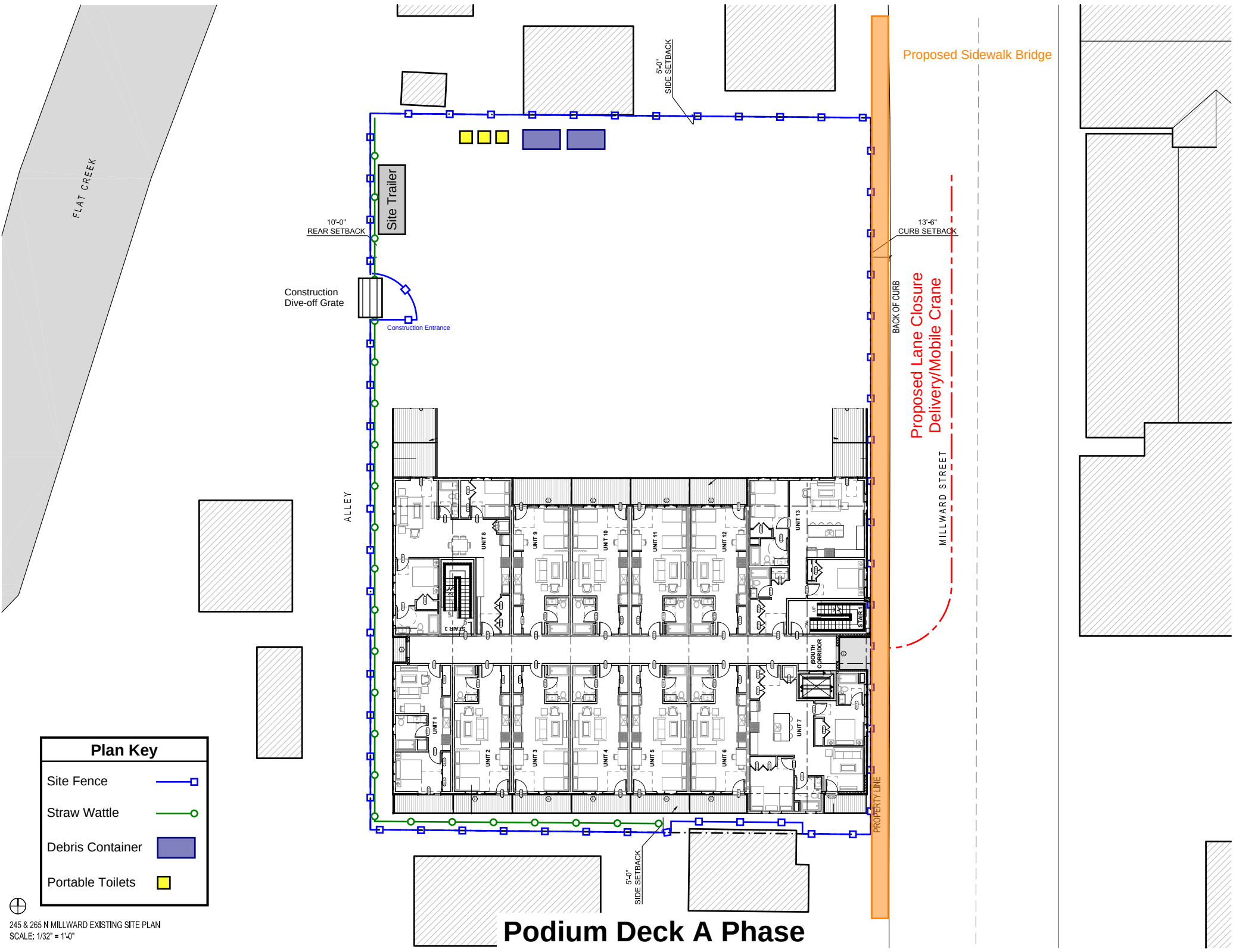


Plan Key	
Site Fence	
Straw Wattle	
Debris Container	
Portable Toilets	

245 & 265 N MILLWARD EXISTING SITE PLAN
 SCALE: 1/32" = 1'-0"

Demolition Phase

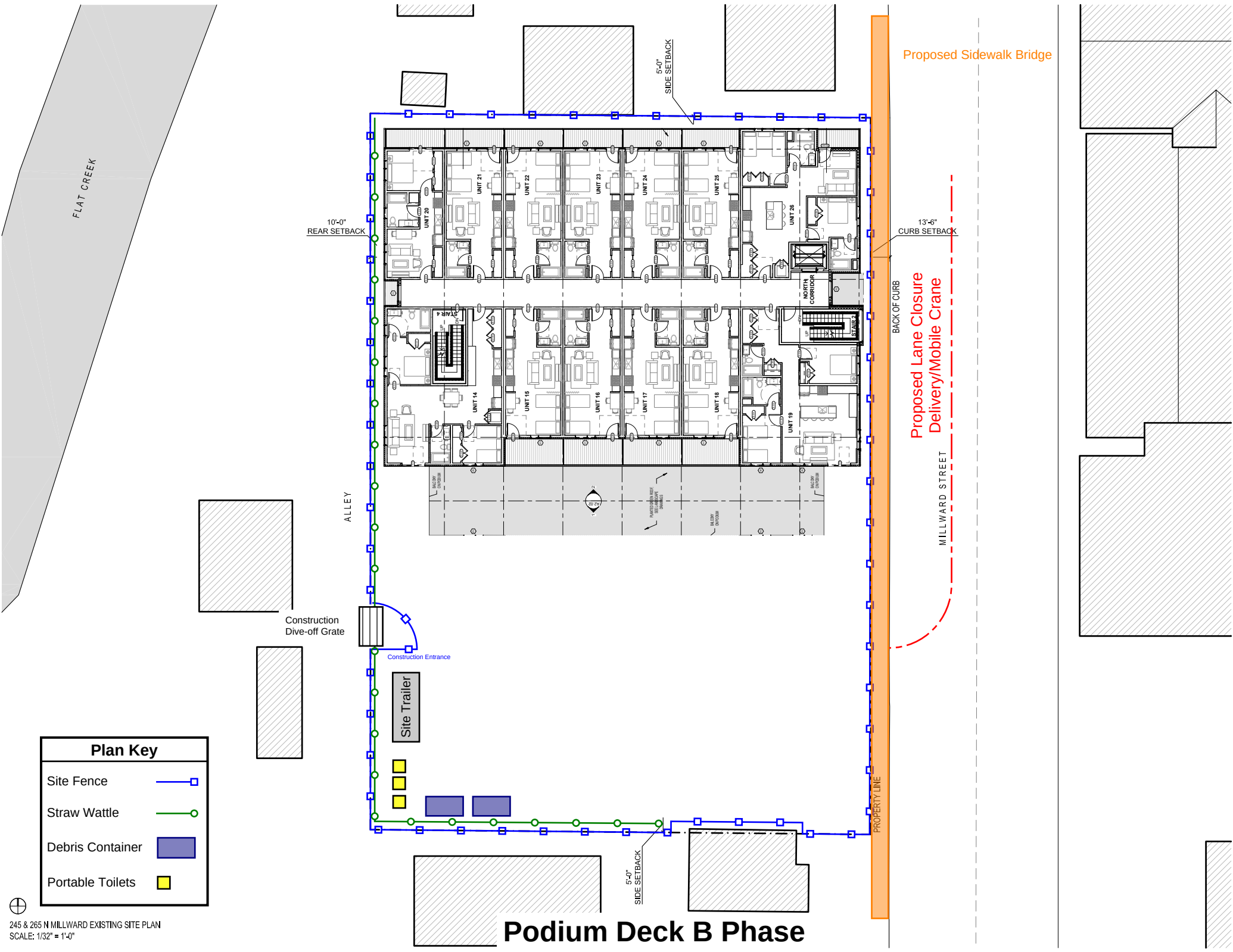




Plan Key	
Site Fence	
Straw Wattle	
Debris Container	
Portable Toilets	

245 & 265 N MILLWARD EXISTING SITE PLAN
SCALE: 1/32" = 1'-0"

Podium Deck A Phase



FLAT CREEK

Proposed Sidewalk Bridge

10'-0" REAR SETBACK

5'-0" SIDE SETBACK

13'-6" CURB SETBACK

ALLEY

Construction Dive-off Grate

Construction Entrance

Site Trailer

Proposed Lane Closure
Delivery/Mobile Crane

MILLWARD STREET

BACK OF CURB

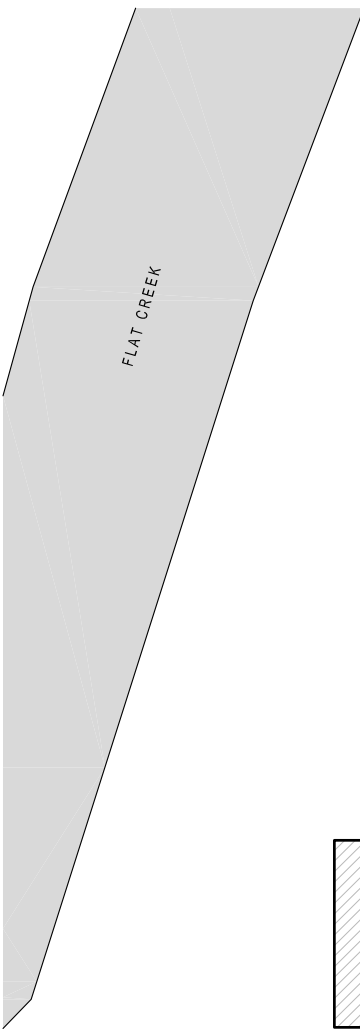
PROPERTY LINE

5'-0" SIDE SETBACK

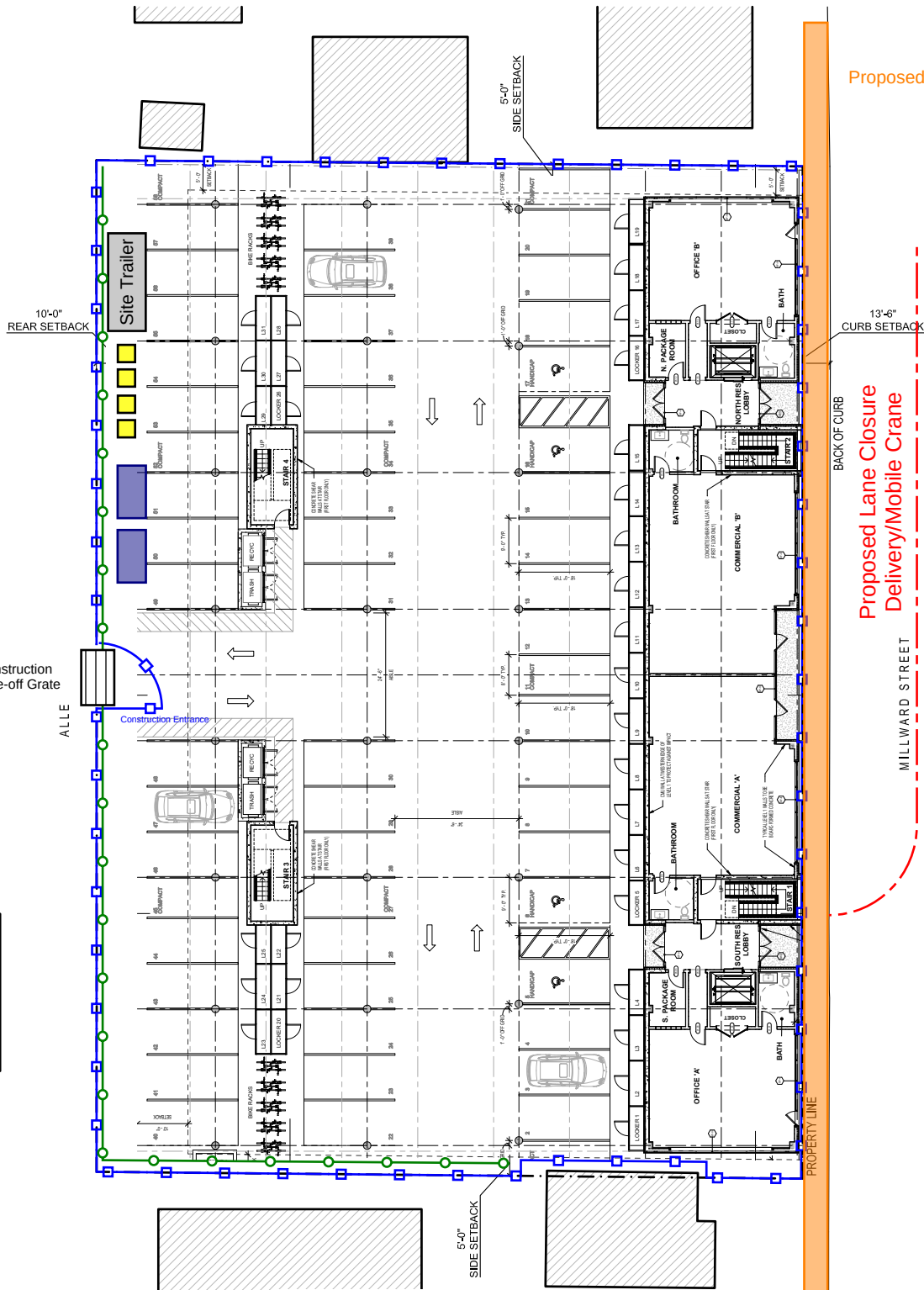
Podium Deck B Phase

Plan Key

- Site Fence
- Straw Wattle
- Debris Container
- Portable Toilets

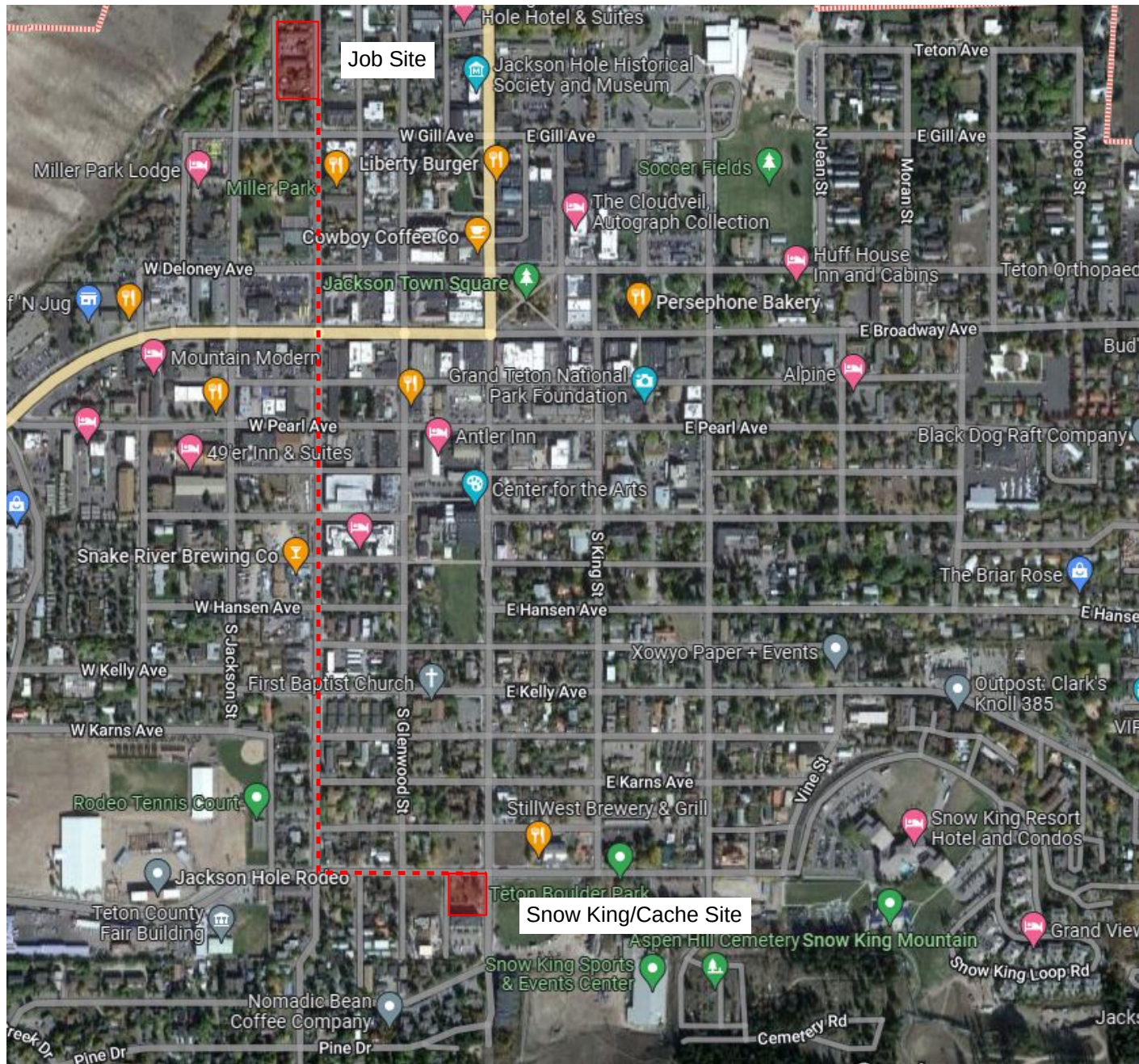


Plan Key	
Site Fence	
Straw Wattle	
Debris Container	
Portable Toilets	



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 northern most 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.

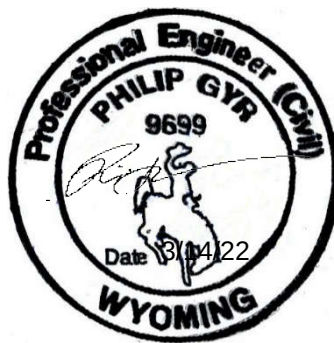
APPENDIX I – GEOTECHNICAL REPORT

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

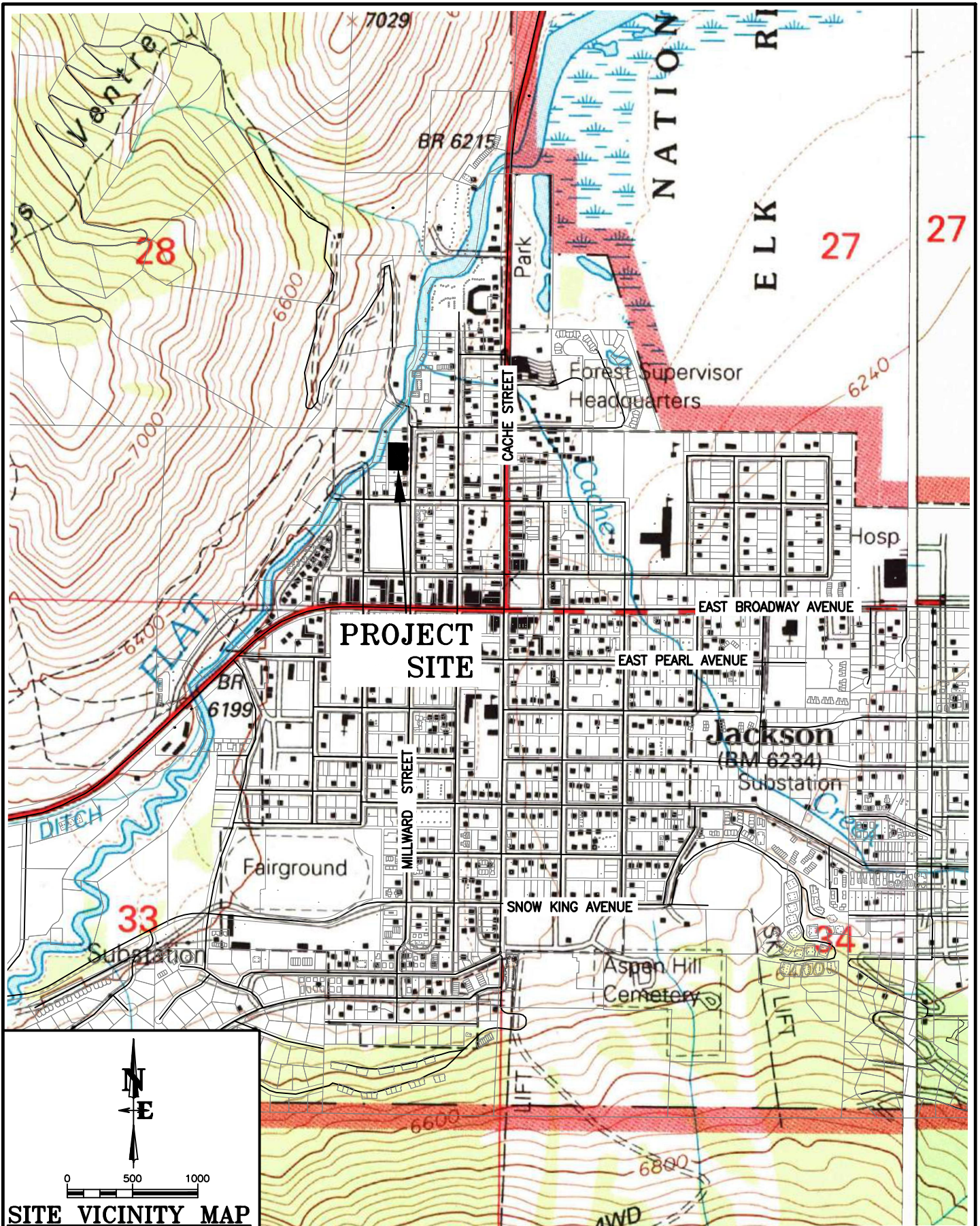
Non-Cohesive Soils		SPT	Cohesive Soils		Pp-(tons/ft ²)
Very Loose		0 - 4	Very Soft		0 - 0.25
Loose		4 - 10	Soft		0.25 - 0.50
Slightly Compact		8 - 15	Medium Stiff		0.50 - 1.00
Medium Dense		10 - 30	Stiff		1.00 - 2.00
Dense		30 - 50	Very Stiff		2.00 - 4.00
Very Dense		50+	Hard		4.00+

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



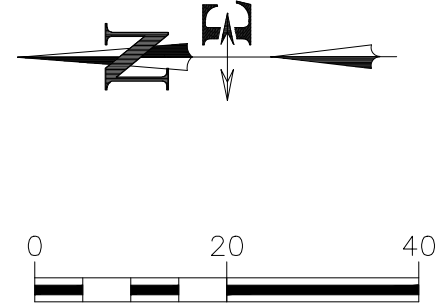
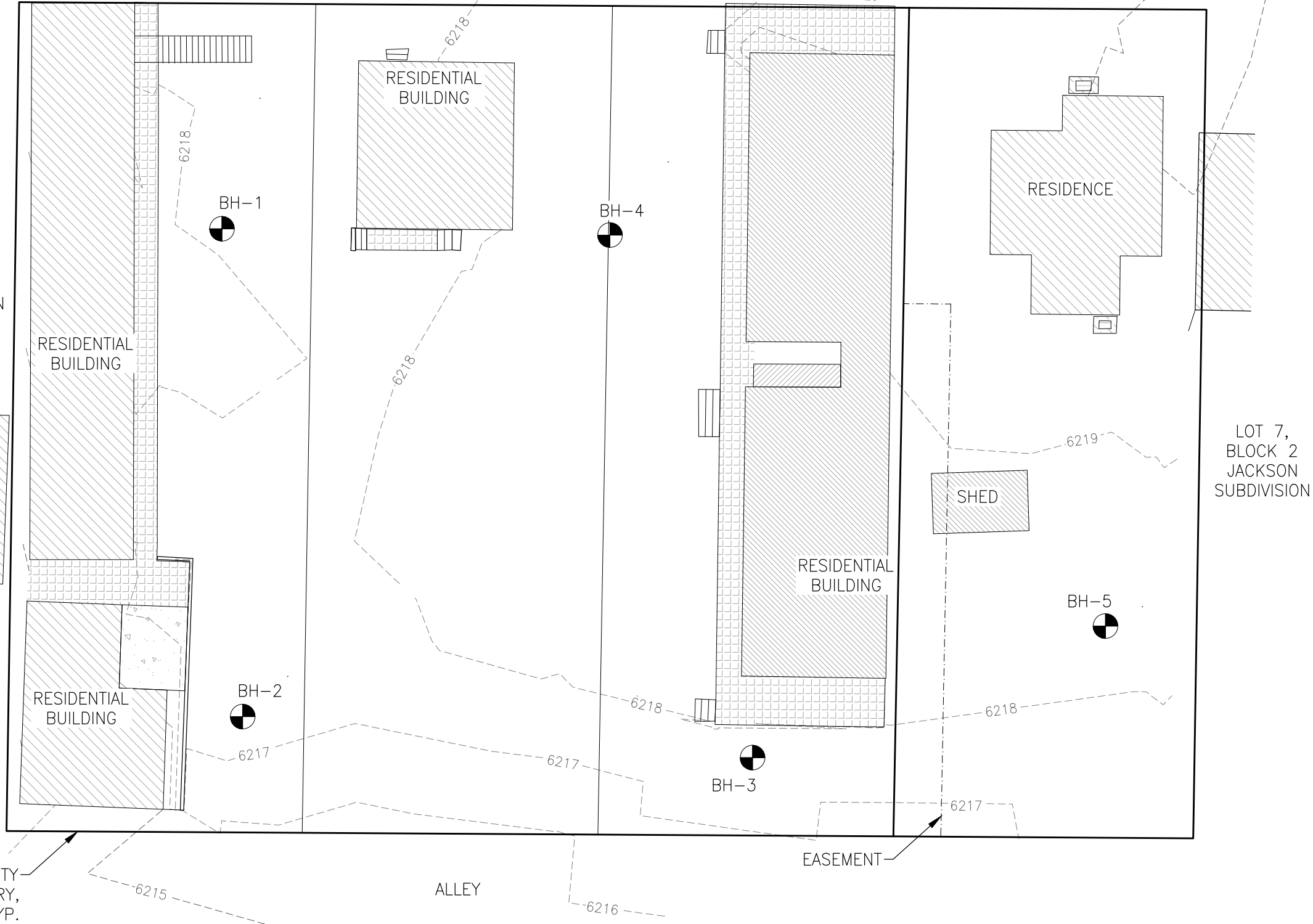
SITE VICINITY MAP

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	

C:\AQUATERRA\MapInfo\9752\245-265 N Millward St BUILDING.dwg (BUILDING) - Mar 11 2022 10:02:26 pm PLOTTED BY gpr DWG FORMAT: 241

LOTS 1-2,
BLOCK 2
JACKSON
SUBDIVISION

PROPERTY
BOUNDARY,
TYP.



- NOTES:
1. PROPERTY BOUNDARIES, EXISTING SITE FEATURES AND TOPOGRAPHY PER SURVEY BY NELSON ENGINEERING.
 2. BORINGS LOCATED WITHIN ± 3 FEET BY GPS.
 3. FLUSH MOUNT MONITORING WELLS INSTALLED IN BH-2 AND BH-4.

DRAWING NO	JOB TITLE	DRAWING TITLE	Nelson Engineering						REV.
			P.O. BOX 1599, JACKSON WYOMING (307) 733-2087						
2	245 & 265 NORTH MILLWARD STREET LOTS 3 - 6, BLOCK 2, JACKSON GEOTECHNICAL INVESTIGATION	BORING LOCATION MAP	DATE		2/28/2022	NE			
			SURVEYED			AP			
			ENGINEERED						
			DRAWN			AP			
			CHECKED			PG			
JOB NO	22-020-02		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

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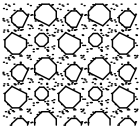
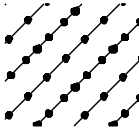
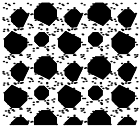
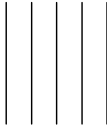
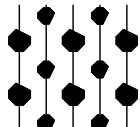
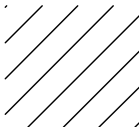
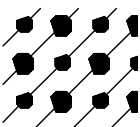
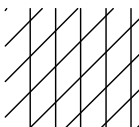
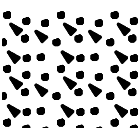
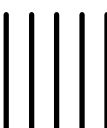
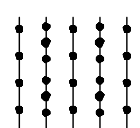
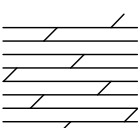
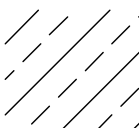
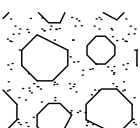
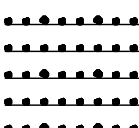
SOIL RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

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											
		19											
		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			MODERATE TO HARD DRILLING WITH CONSTANT BIT GRINDING FROM 3'-18.5'
		5											
		13											
		6											
		19											
		7											14 MINUTES TO DRILL FROM 5'-10'
		8											
		9											
		10					10.0'-11.5' SAME AS ABOVE, MEDIUM DENSE						
		5											
		7											
		11								27			8 MINUTES TO DRILL FROM 10'-15'
		11											
		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						
		27											4 MINUTES TO DRILL FROM 15'-19'
		16								71			
		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											
		10								19			
		20											
		21											

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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			2" SS								
		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			2" SS								
		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			2" SS								5 MINUTES TO DRILL FROM 9.5'-14.5'
		12	24					GROUNDWATER MEASURED AT 11.3' ON 2/15/2022						
		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			56			
		16	21			2" SS		3"-15" SAME AS ABOVE, SATURATED, GRAVEL LODGED IN TIP OF SPLIT SPOON						
		17	19											4 MINUTES TO DRILL FROM 14.5'-19.5'
		18												
		19												
		20	17			BH2-5	133	19.5'-21.0' 0"-12" SAND AND GRAVEL HEAVE			81			
		21	30			2" SS		12"-24" SAME AS ABOVE						
		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 %	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 ~1.5' 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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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' SLIGHTLY MOIST, GRAY SANDSTONE, POORLY-GRADED, FINE SAND, SALT AND PEPPER GRAINS, HIGHLY TO COMPLETELY WEATHERED, FRIABLE, DENSE						SMOOTH, MODERATE TO HARD DRILLING FROM 22'-26'
		22											
		23											
		24											
		25	7										
		26	12			BH3-5 2" SS 89	30.0'-31.5' SAME AS ABOVE, VERY DENSE			32			SMOOTH, HARD DRILLING BELOW 26'
		26	17										
		27											
		28											
		29											
		30	18										
		31	27			BH3-6 2" SS 89							
		31	36							65			
		32											
		33											
		34											BORING CAVED TO 17.6' AFTER HSA REMOVAL
		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					2.0'-3.5' 0"-9" DRY, LT BROWN SILT, WHITE CALCAREOUS STRINGERS			78			SMOOTH DRILLING 0'-3'
		4					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											
		6					5.0'-5.5' SAME AS SILTY GRAVEL ABOVE			>50			DRILLING THROUGH 12" COBBLE AT 6'-7'
		7											
		8											
		9											10 MINUTES TO DRILL FROM 5'-10'
		10					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					15.0'-16.5' SAME AS ABOVE, POORLY-GRADED FINE SAND LENS FROM 6"-9"			108			
		16											
		17											
		18											
		19											
		20					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											

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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											HARD, SMOOTH DRILLING FROM 20.0'-BOH
		23											
		24											
		25											
		25	35				25.0'-26.0' SAME AS ABOVE, VERY DENSE						BOREHOLE CAVED TO 20.4' AFTER HSA REMOVAL
		25	50							92			
		26					B.O.H. = 26.0'						
		26											
		27											
		28											
		29											
		30											
		31											
		32											
		33											
		34											
		35											
		36											
		37											
		38											
		39											
		40											
		41											
		42											
		43											
		44											

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
2/24/2023
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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.

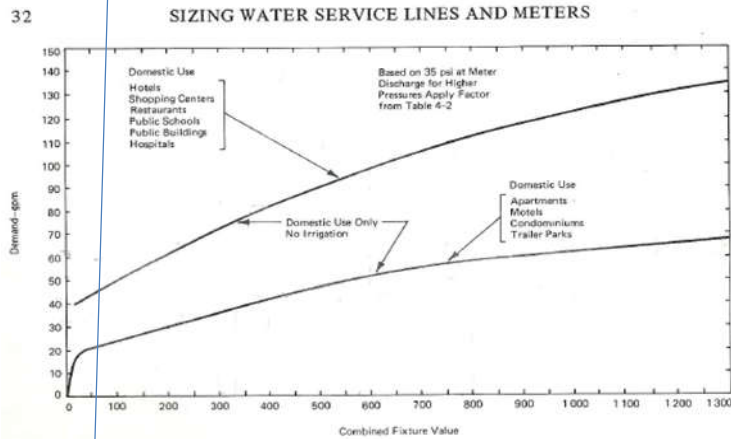


Fig. 4.4. Water-Flow Demand per Fixture Value—Low Range

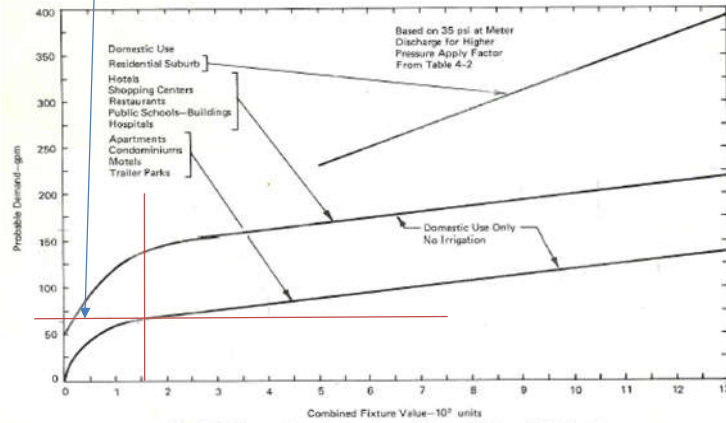


Fig. 4.5. Water-Flow Demand per Fixture Value—High Range

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

22-020
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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
jk

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

2/24/2023
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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%	

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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)

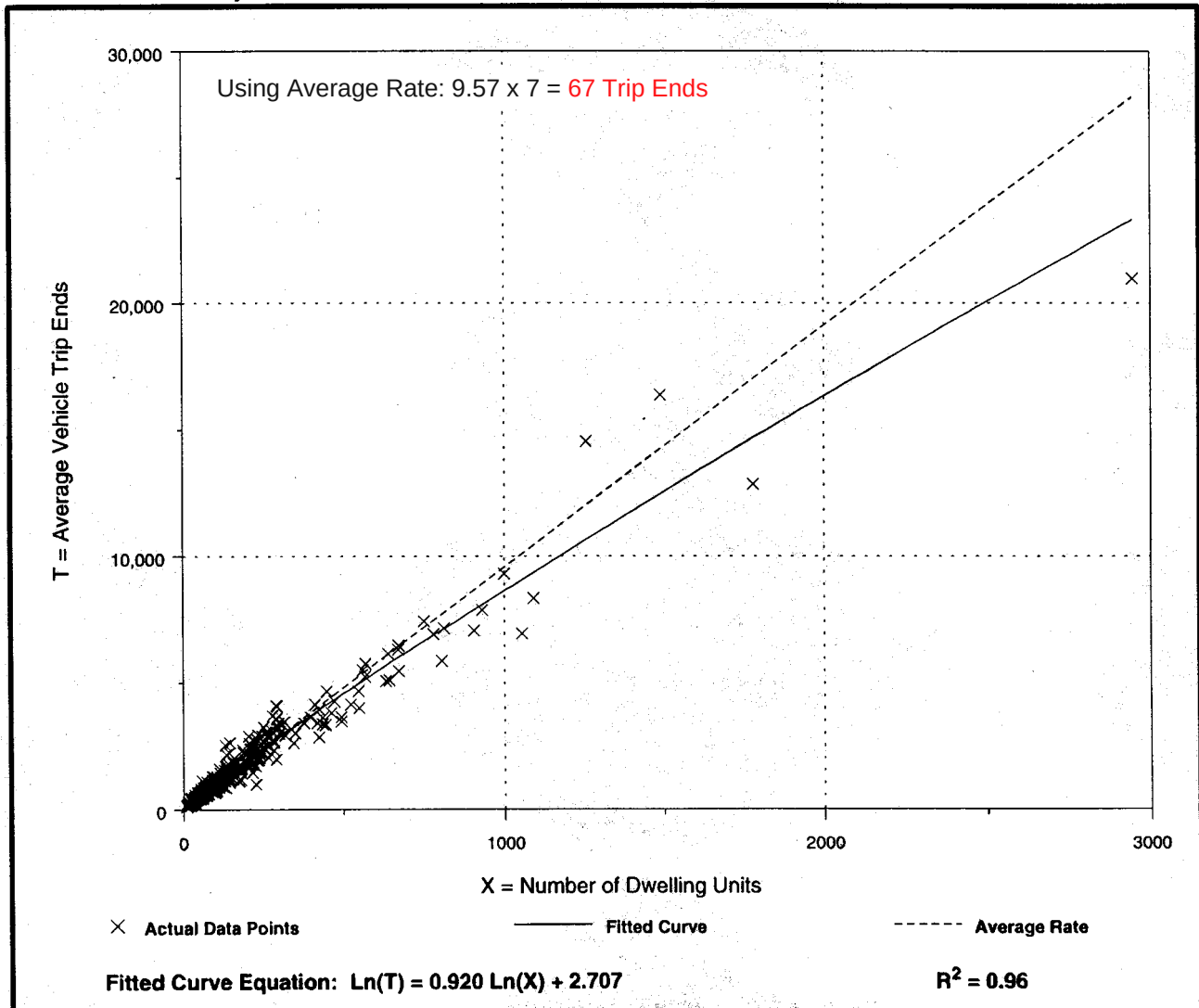
Average Vehicle Trip Ends vs: Dwelling Units
On a: **Weekday**

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.

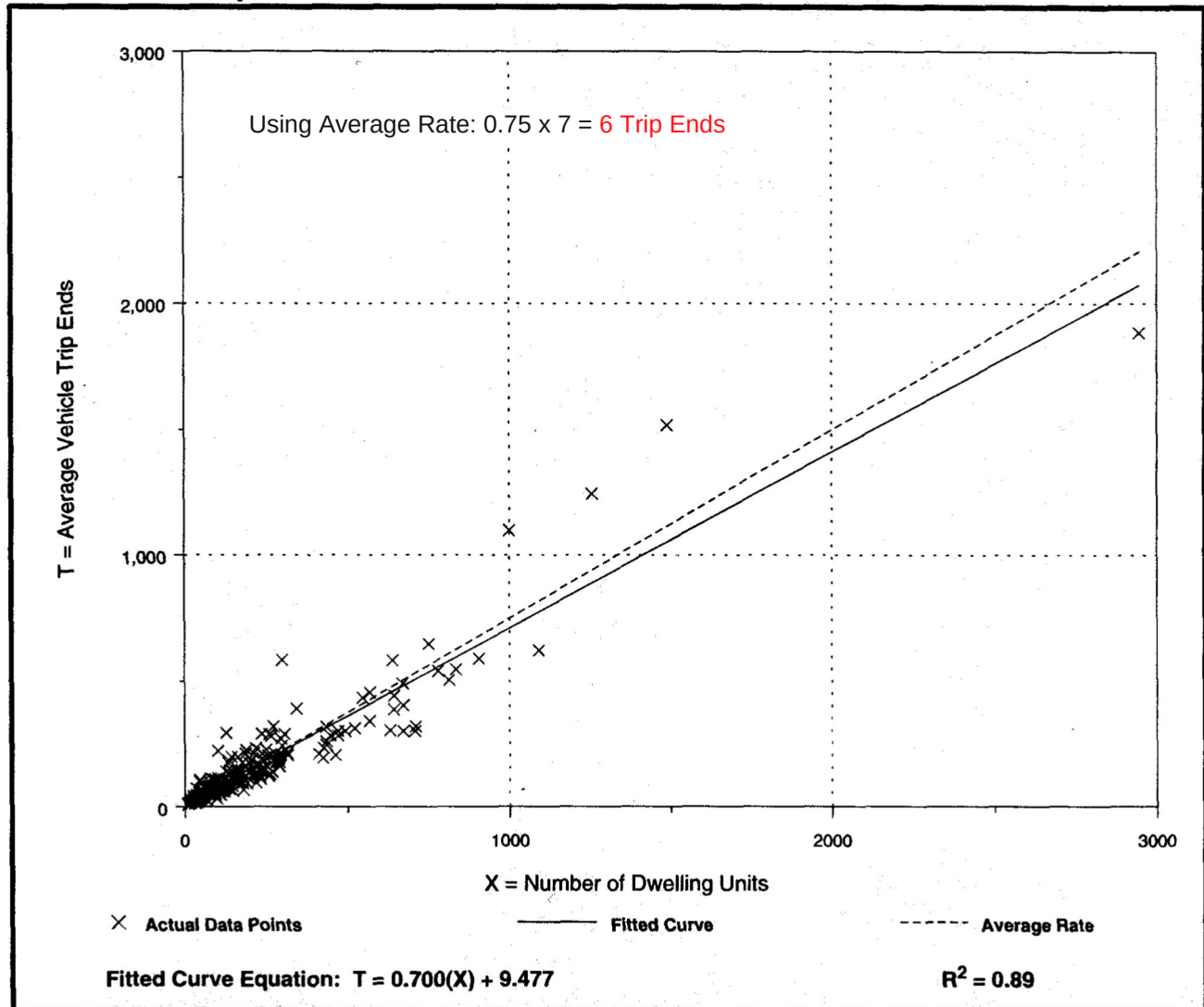
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 **a.m.**

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

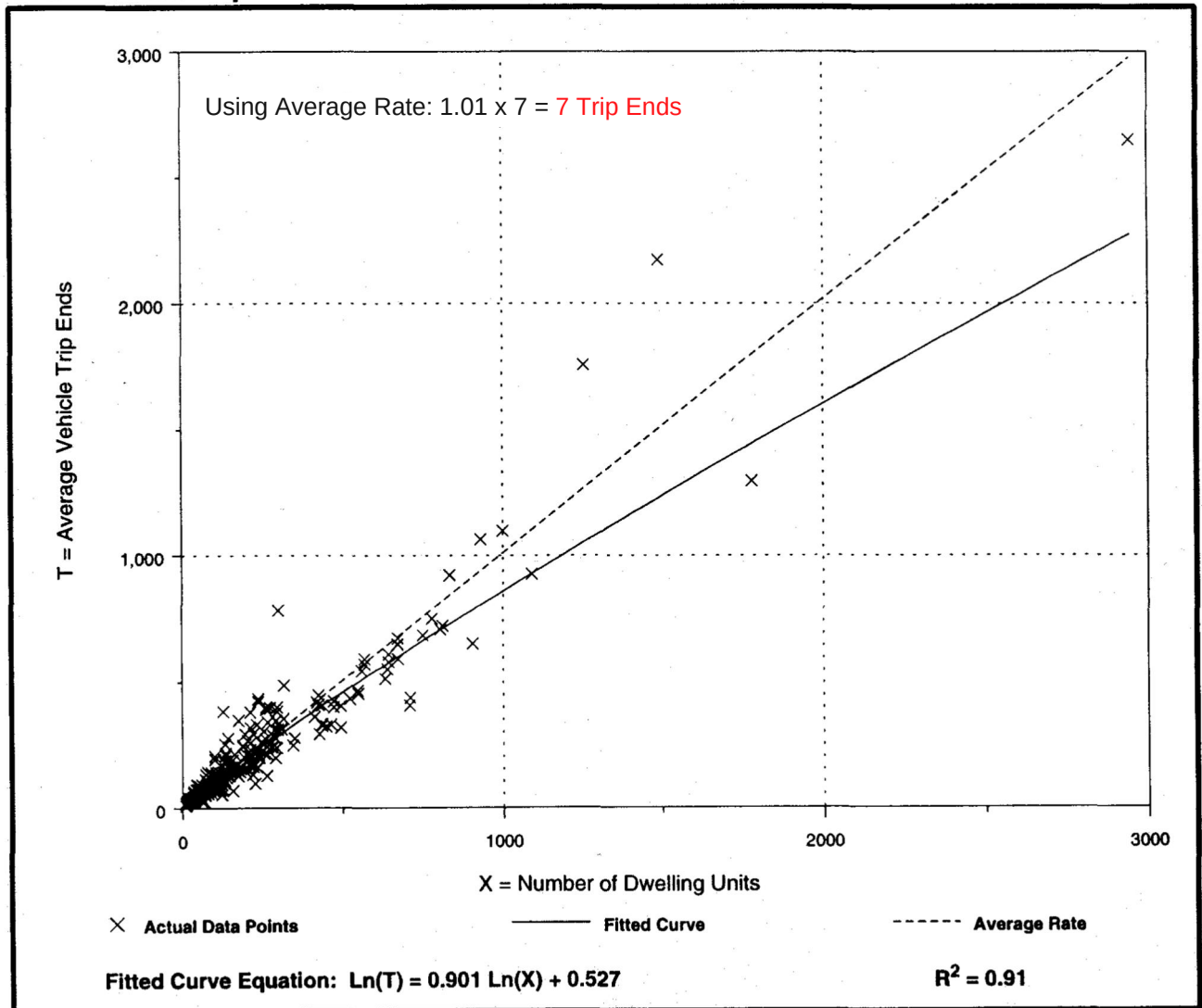
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 **p.m.**

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

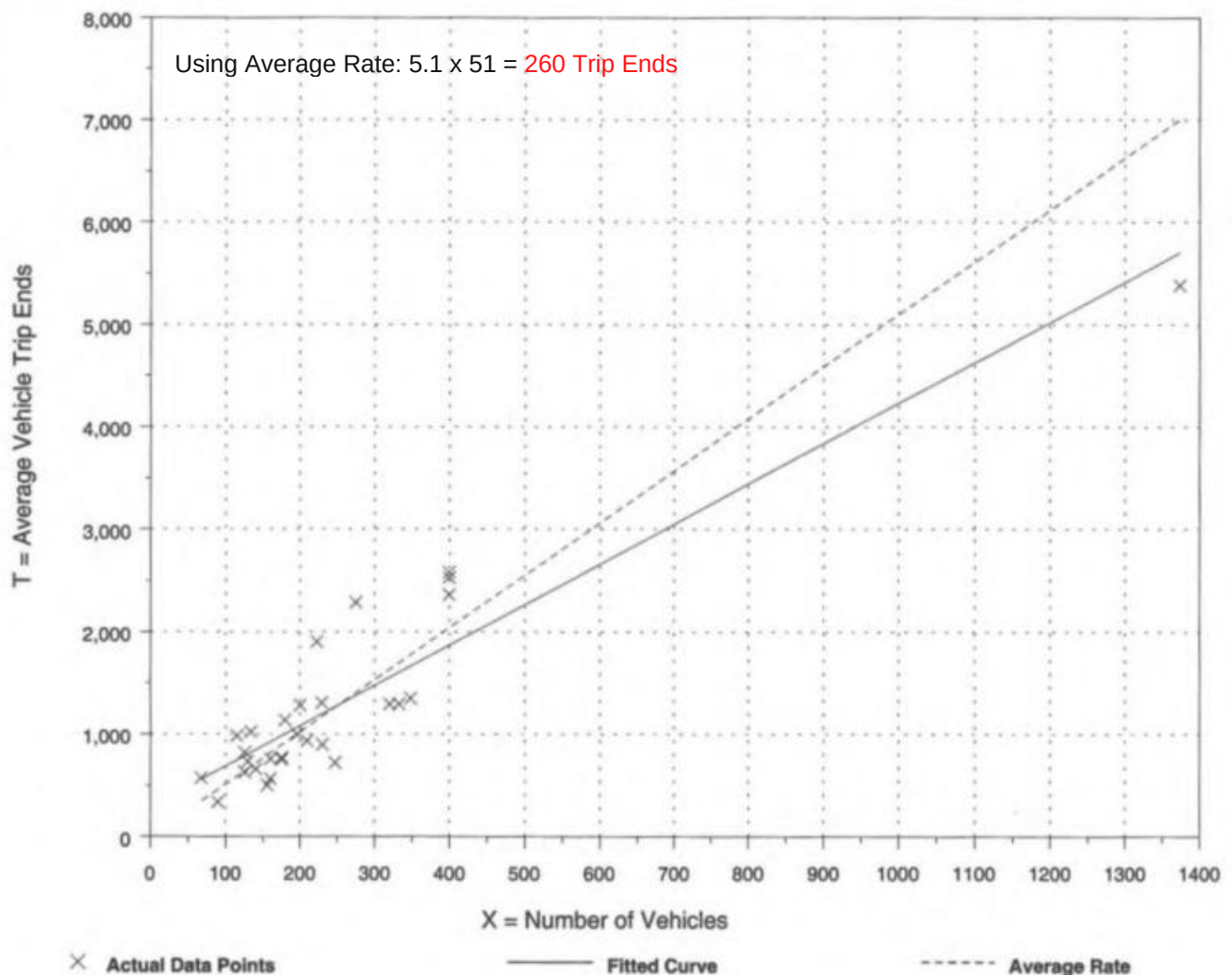
Average Vehicle Trip Ends vs: Vehicles
On a: Weekday

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

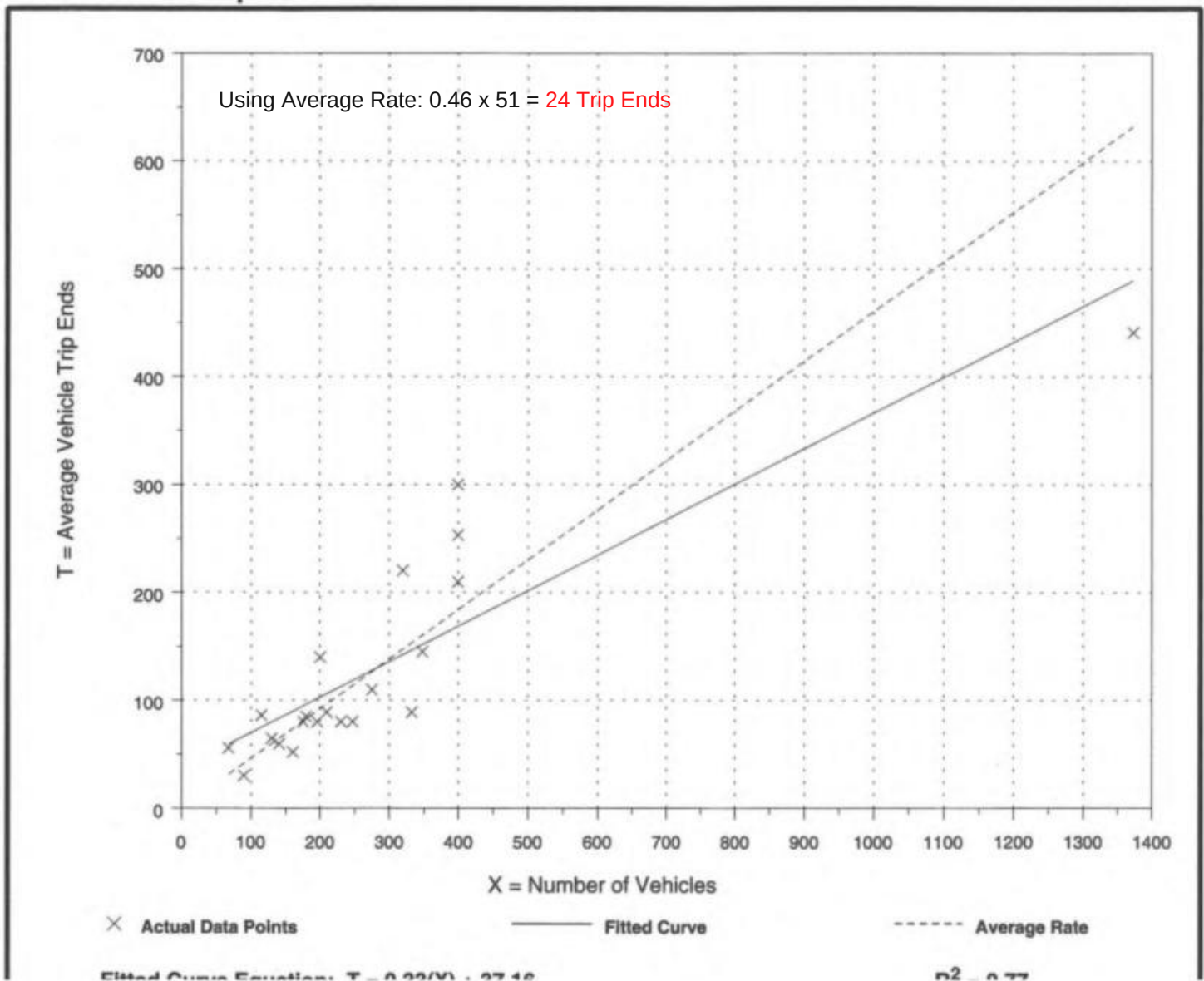
Average Vehicle Trip Ends vs: Vehicles
On a: **Weekday**,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 **a.m.**

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

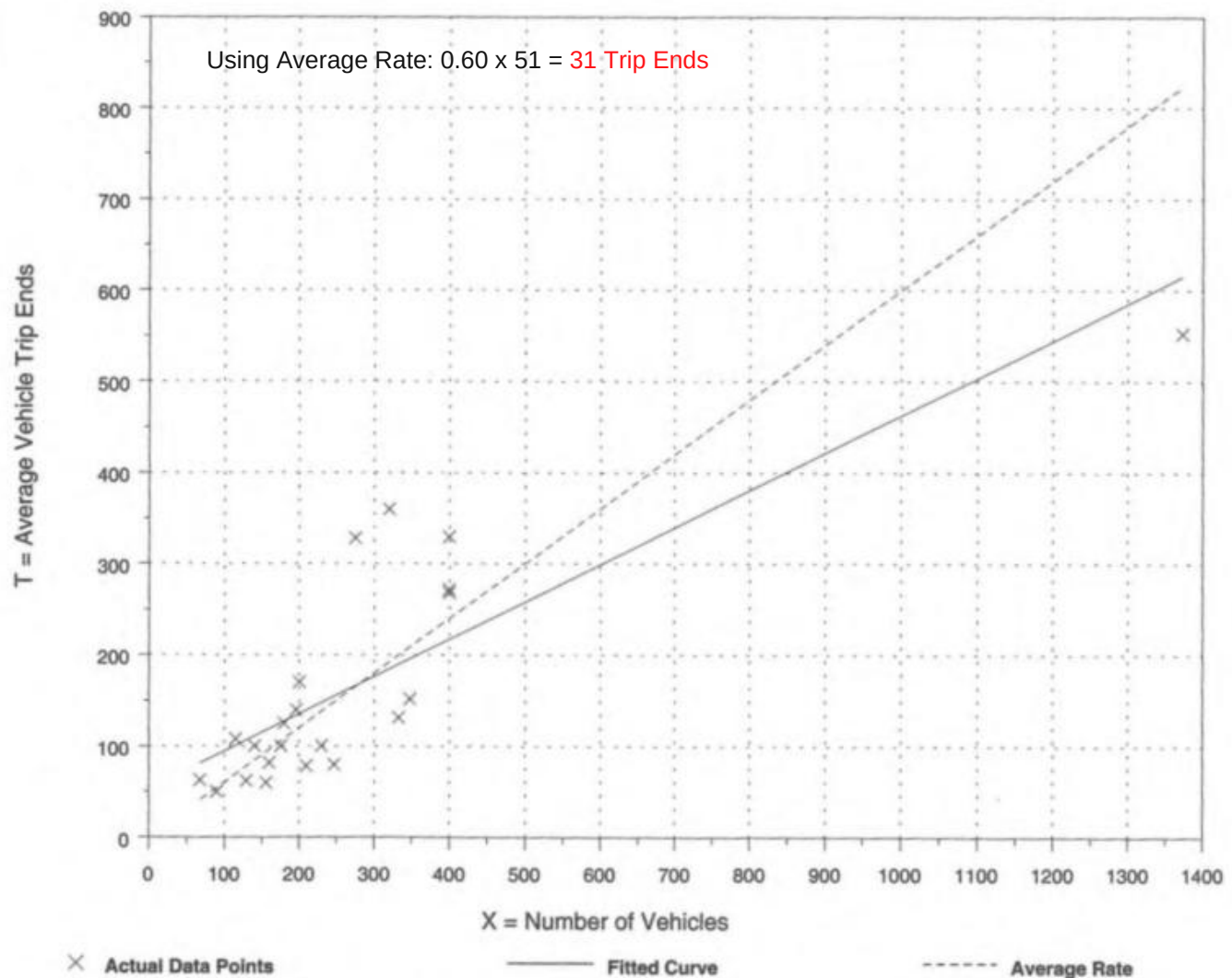
Average Vehicle Trip Ends vs: Vehicles
On a: **Weekday**,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 **p.m.**

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.

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



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.

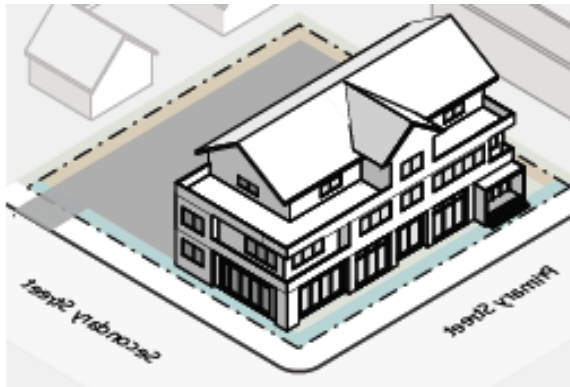
Peter

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.

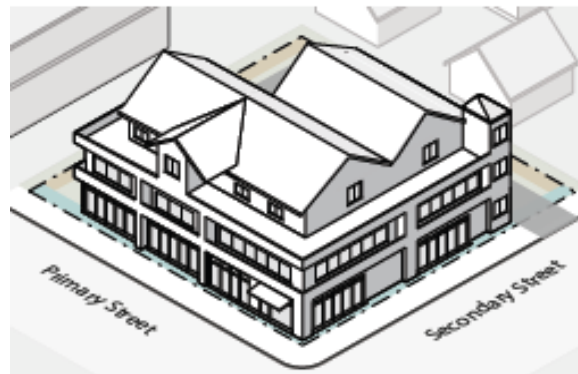
After we requested and reviewed the project plans, our main question was: **“How can a structure as dense as anything in downtown Jackson be built in the Commercial Residential-2 Zone (CR-2)?”**

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).

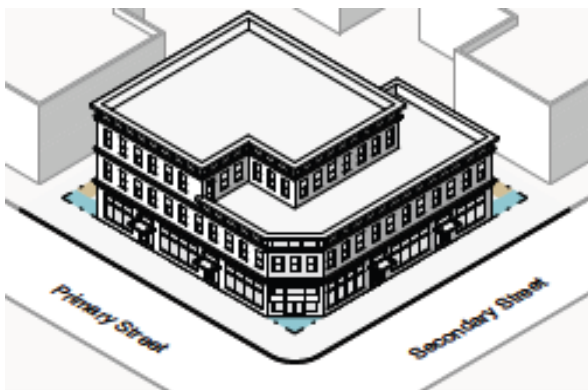
Commercial-Residential 2



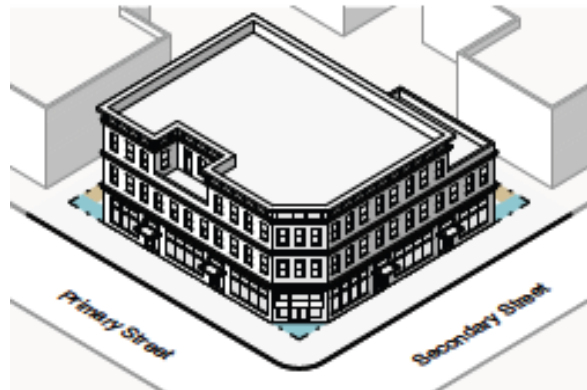
Commercial-Residential 1



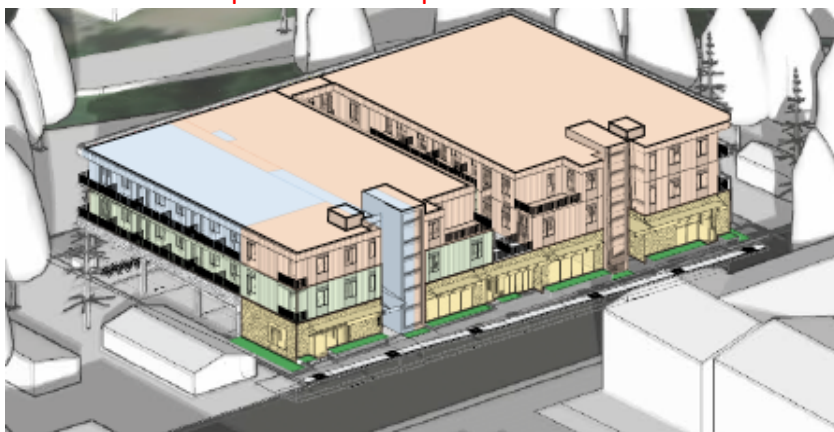
Downtown Core 2



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.

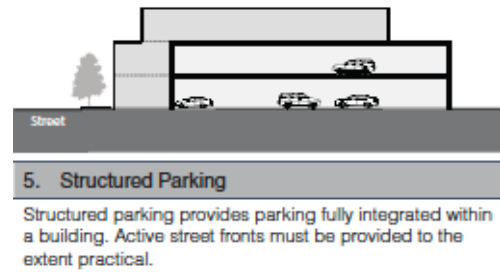
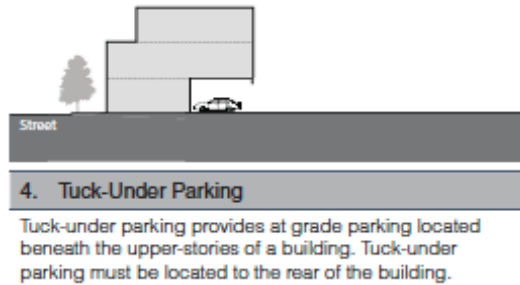
Parking is already below LDR requirements and required a waiver. Parking design (and potentially related provisions on loading, emergency access, and snow removal) violates several LDR provisions.

- **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:	<i>Field not completed.</i>
Your Phone Number:	03077349400
Your Email Address:	dornanreade58@gmail.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

Email not displaying correctly? [View it in your browser.](#)

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:

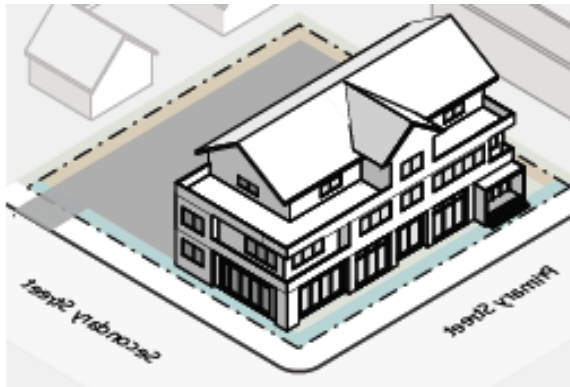
Bickner Properties
Flat Creek Mill Works

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.

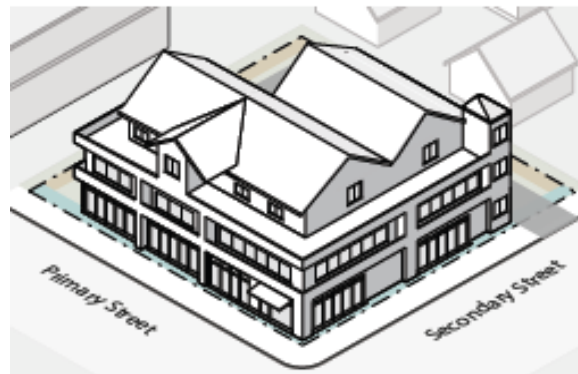
After we requested and reviewed the project plans, our main question was: **“How can a structure as dense as anything in downtown Jackson be built in the Commercial Residential-2 Zone (CR-2)?”**

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).

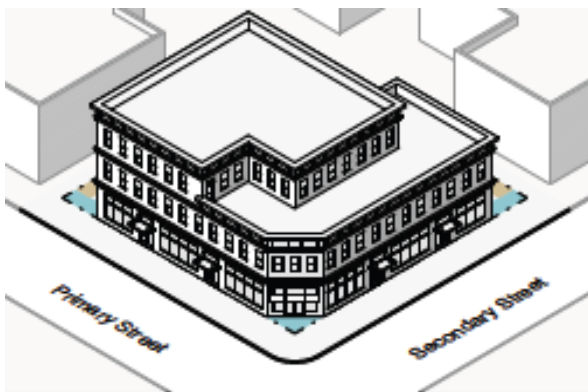
Commercial-Residential 2



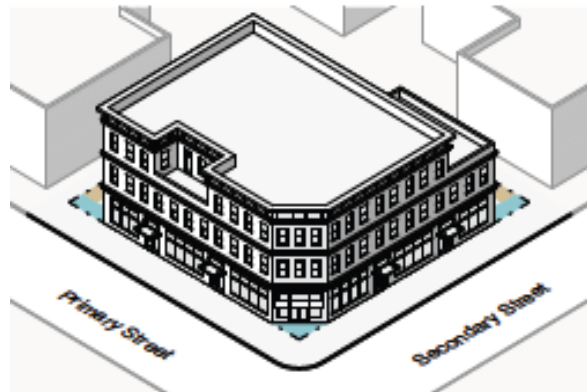
Commercial-Residential 1



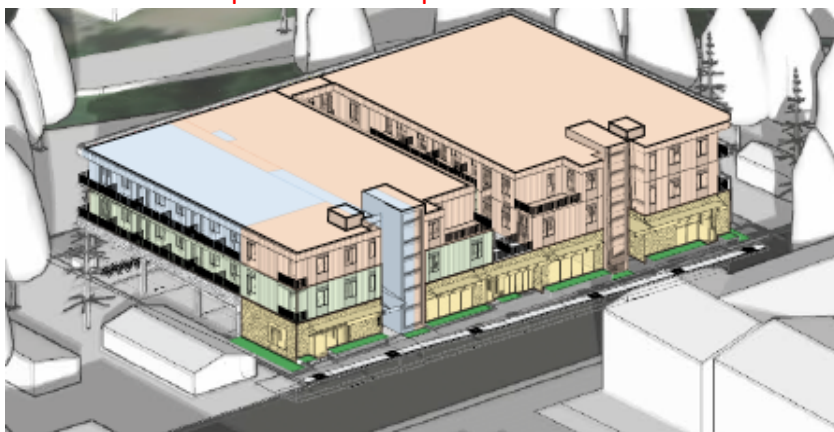
Downtown Core 2



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.

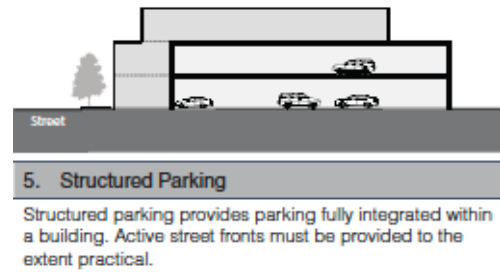
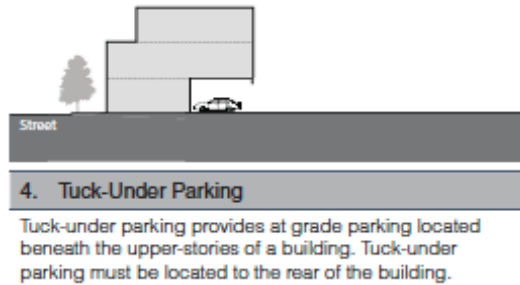
Parking is already below LDR requirements and required a waiver. Parking design (and potentially related provisions on loading, emergency access, and snow removal) violates several LDR provisions.

- **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

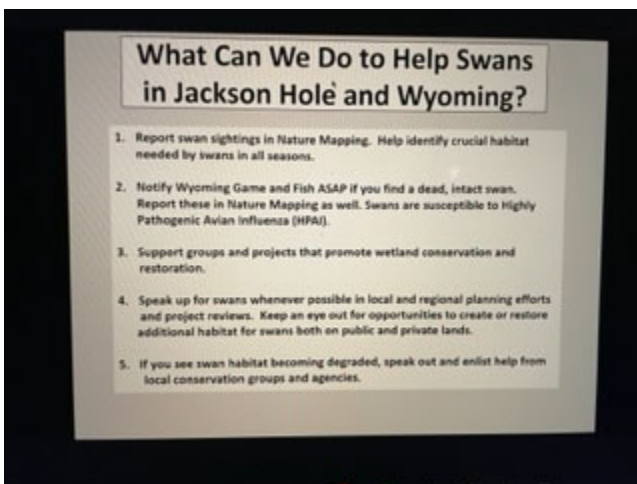
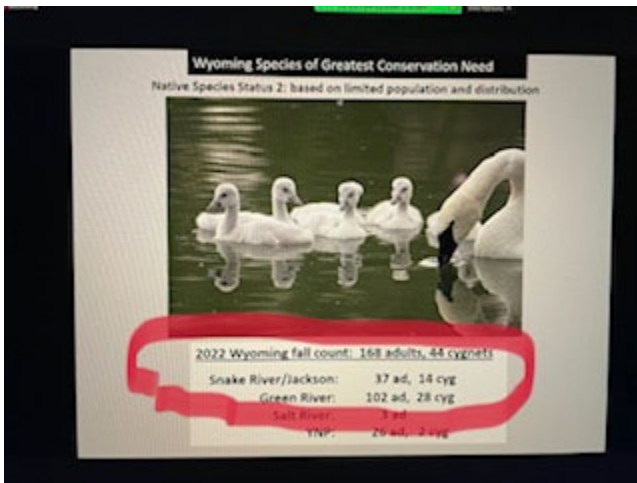
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Lea Colasuonno, Jackson Town Attorney
Kevin Gregory, Lubing Gregory & Rectanus, LLC

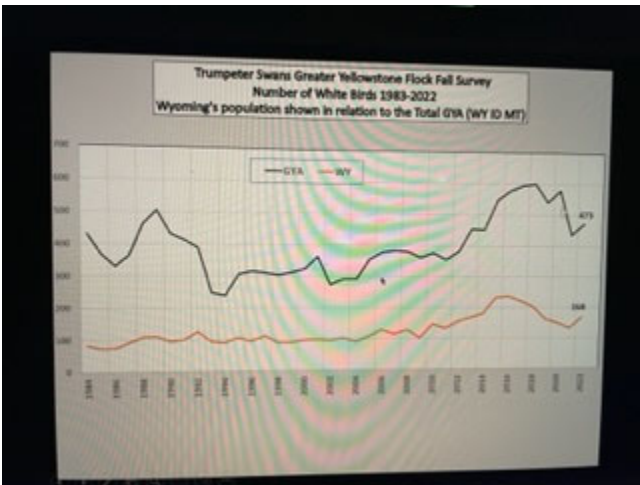
Katelyn Page

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:	April 17, 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 May 15, 2023.

Suggested Motion.

I move to continue item P23-030 to the regularly scheduled Town Council meeting on May 15, 2023.

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Community Development	Presenter:	Tyler Sinclair/Paul Anthony
Agenda Item:	SUBJECT: ITEM P21-333: Request for a Land Development Regulation (LDR) Text Amendment to Section 6.1.4 Residential Uses and Section 6.1.5 Lodging Uses to amend definitions regarding occupancy limits	Public Comment:	Yes

Purpose & Policy Considerations.

All Text Amendments to the Town of Jackson Land Development Regulations (LDRs) require review and recommendation by the Planning Commission according to LDR Section 8.7.1. The Town Council makes the final decision on all LDR Text Amendments.

Requested Action.

As directed by the Town Council and Community Planning Director, the Town of Jackson Planning Department has drafted an LDR Text Amendment to do the following:

LDR Changes (summary):

1. Define a Short-term Rental use as a rental/occupancy of less than 30 days;
2. Define a long-term Residential as a rental/occupancy of 30 days or more;
3. Limit the number of Short-term Rentals to a maximum of 3 rentals per year in residential zones
4. Limit the total number of Short-term Rental days to 60 total rental days per year;
5. Exempt Short-term Rentals in residential zones from housing mitigation requirements;
6. Add Short-term Rental use as a Basic Use Permit and as an Accessory Use to residential zones;
7. Require notification to neighbors by applicant within 200 ft of Short-term Rental use;
8. Set effective date of STR ordinance for January 1, 2024 (thus all existing STR lease agreements through January 1, 2024, will not be affected by the new STR ordinance rules).

Non-LDR Changes or proposals (summary):

9. Develop public communications and ensure staff working with STR applicants know that Short-term Rentals in residential zones require a business license;
10. Add special (i.e., increased) application fee structure for Short-term Rentals in residential zones (modify Fee Resolution);
11. Repeal Municipal Code Chapter 5.60. The effect will be to eliminate the existing unique STR business license requirement, thus treating STRs in residential zones like any allowed Basic Use (including hotels/motels), which require only a BUP and annual business license for a sale tax collecting business.

Please see Exhibit A for complete red-line version of proposed LDR amendments.

Recommendation.

The Community Development Director recommends **approval** of LDR Text Amendment P21-333.

Background.

A central feature of the Town's current short-term-rental rules is that homeowners in residential zones are allowed to rent their units for less than 31 days once per month (12 times per year) and that these rentals still qualify as a "residential" use. This flexibility has been allowed even though the definition of a residential use in the LDRs states that "no residential unit or portion of a residential unit may be rented such that occupancy is limited to less than 31 days. Short-term rental of less than 31 days shall be considered a lodging use..." Below is a quick history on how we got here.

- Pre-1994: Prior to 1994 the LDRs contained no reference to residential short-term rentals.
- 1994: Adoption of the community's first Comprehensive Plan and updated LDRs where the Town and County establish a Lodging Overlay that prohibits all lodging uses outside of the Lodging Overlay and Resort zone. Rental of a residential unit for less than 30 days defined as a separate, commercial use that is only allowed in these areas and in specific grandfathered developments. Enforcement was primarily complaint-driven until 2007.
- 2007: The Teton County Planning Director makes an informal interpretation that the rental of residential units outside the Lodging Overlay and Resort District for occupancy of less 30 days was allowed provided the contracted lease period was for at least 30 days. This interpretation— i.e., allowing one short-term rental every 30 days (one per month) — has been the Town's policy since.
- 2015: Town amends Municipal Code (not LDRs) to create new requirement for a short-term rental license for legal rentals inside of the Lodging Overlay.

Due to substantial confusion created by the 2007 interpretation and subsequent difficulty in enforcing that approach, the Council directed staff in 2021 to work on an amendment to the LDRs to clarify the rules for STRs in residential neighborhoods. In response, staff conducted extensive research into STR programs in Wyoming and around the country, but especially in peer resort communities with similar STR markets. Staff then met with the Planning Commission twice and the Council five times to present information and get feedback. At the last meeting with the Council on October 17, 2022, Council provided specific direction on the primary components they would like to see in a new STR program in residential zones in the Town. This proposed amendment incorporates that direction. This report will not repeat the background information provided in previous staff reports but this information is available to view upon request.

Proposed Text Amendment / Staff Analysis

LDR Changes:

1. *Define a Short-Term rental use as a rental/occupancy of less than 30 days;*
 - a. Staff Analysis: Staff recommends this change. Changing to 30 days from the current 31 days is consistent with state requirements for lodging tax purposes.
2. *Define a long-term Residential as a rental/occupancy of 30 days or more;*
 - a. Staff Analysis: Staff recommends this change. Changing to 30 days from the current 31 days is consistent with state requirements for lodging tax purposes.
3. *Limit the number of Short-term Rentals to a maximum of 3 rentals per year in the residential zones.*
 - a. Staff Analysis: Staff recommends 3 STRs per year. This will provide the best balance between allowing reasonable STR use for locals but also protecting neighbors from too much commercial STR use. Staff believes that 4 or more STRs will impose too much of a burden on the residential character that is still the primary intended character of our residential zones.

4. *Limit the total number of Short-term Rental days to 60 total rental days per year.*

- a. Staff Analysis: Staff recommends 60 total STR rental days per year. This will provide best balance between allowing reasonable STR use for locals but also protecting neighbors from too much commercial STR use. This number is based on allowing 3 STRs per year. Without this limitation, each property would have a total of 87 days of STR use (29 days * 3 allowed lease periods). While staff is not opposed to allowing the 87 days, we understood that Council wanted the opportunity to consider a shorter total rental period so 60 days is recommended.

5. *Exempt Short-term Rentals in residential zones from housing mitigation requirements.*

- a. Staff Analysis: Staff recommends that STRs in residential zones not be required to pay housing mitigation requirements per LDR Sec. 6.3. The reason is twofold: First, if a maximum of only 3 STRs is allowed per year, this would be far less of an impact on employee generation than a full STR that allows an unlimited number of STRs each year (e.g., 2 STRs per month would equal 24 STRs in one year). Second, applying the housing mitigation requirement to a residential STR would likely be cost prohibitive. For example, the housing mitigation fee for a 2,000 sf, 3-br house would be approximately \$70,000 under current rules (this amount could change again (increase/decrease) soon depending on outcome of Council's discussion on the updated Housing Nexus study this summer). This level of fee would likely exceed any profit gained from 3 STRs on most properties, making the program financially untenable for all but the most luxurious properties, which staff assumes is not the Council's intent.

6. *Add Short-term Rental use as a Basic Use Permit and as an Accessory Use to residential zones (NL-1, NL-2, NL-3, NL-4, NL-5, NM-1, NM-2, NH-1, OR, MHP, and R).*

- a. Staff Analysis: Staff recommends approval of this change. This change would make it clear that STRs in residential zones are intended as an "accessory" use and not as a principal use. The limit of 3 STRs per year and 60-day limit will ensure that the use remains an accessory use.

- i. Fees for BUP: Fees for BUPs are not located in the LDRs but in the Town's fee resolution (Res. 21-08). However, consistent with previous Council direction that the residential STR permit fees should be set to recover the full cost of staff resources needed to implement the new program and administer it annually, staff proposes the following residential STR fee structure:

1. Initial Application Fee: BUP cost is \$500 per bedroom. Thus, for 1-br unit; \$1,000 for 2-br unit; \$1,500 for 3-br unit; and \$2,000 for 4-br unit, and so on;
2. Annual Renewal Fee: \$500

The rationale behind the escalating fee structure for initial applications is that smaller houses require fewer staff resources from the Planning, Legal, Code Enforcement, Police, and Fire Departments to review, inspect, and enforce these permits than larger housing units. The above fees recoup the estimated costs of staff resources and provide the additional funds anticipated to be needed to purchase software to track and enforce the new STR program.

7. *Require applicant to notify neighbors within 200 ft of Short-term Rental use.*

- a. Staff Analysis: Staff recommends approval of this change. Staff finds that requiring the applicant to provide notice to neighbors, which would include the contact information of the STR owner/manager, will help to set neighborhood expectations and provide neighbors an option to register complaints about the operation of the STR.
8. *Set effective date of STR ordinance for January 1, 2024 (thus all existing STR lease agreements through January 1, 2024, will not be affected by the new STR ordinance rules).*
- a. Staff Analysis: Staff recommends approval of this change. This condition will allow existing STR contracts in residential zones to be honored through January 1, 2024. This will also provide a “grace period” for those operating under the existing STR interpretation to make adjustments and to plan for the impending implementation of the new STR rules, as well as provide staff much-needed time to get the program ready for implementation.

Non-LDR Changes or proposals:

1. Require that Short-term Rentals in residential zones to get a business license.
 - a. Operating a STR in a residential zone is considered a commercial enterprise and so requires approval of a business license like any other STR or business.
2. Repeal Municipal Code 5.60 that requires a special STR business license for STRs inside of the Lodging Overlay (LO): In 2015, the Town amended the Municipal Code (not LDRs) to require all STRs in the Lodging Overlay to get a special business license designed specifically for STRs. The intent was to require these STRs to display their individualized license number in all advertising for the unit so that the Town could more easily distinguish between these legal STRs and the illegal ones outside of the Lodging Overlay that had become a problem. However, largely because of the difficulty and confusion in enforcing the 2007 STR interpretation in residential areas, the licensing number of the legal STRs is of limited value. Furthermore, the new program now includes 200+ legal STRs and so consumes a significant amount of Planning staff’s time with little to no financial or regulatory return. Thus, our recommendation is to repeal this STR license requirement in Municipal Code Section 5.60. Doing so would not reduce any protections to the public or neighbors from STRs because each STR will still need to get a BUP from the Planning Department, a business license from the Finance Department, and undergo inspections by the Fire Department per the fire code. In short, the issue has never been STRs in the LO, the problem has been STRs outside of the LO in residential areas. Now, with this proposed amendment to better address the latter, there is no need to add additional process for STRs in the LO or treat them differently than any other allowed use (including hotels/motels) which require only a BUP and annual business license.
3. Update Town Fee Resolution (Res. 21-08) to include the new STR BUP fees (see above discussion on the fees for the STR program).

Planning Commission

The Planning Commission heard this item on March 1, 2023 and unanimously recommended approval with no conditions of approval. The Commission asked a variety of questions and provided helpful input and perspective on the proposed changes.

- 60 day limit: Some members asked about the purpose and function of the limit of 60 total days on STRs. Staff explained that the purpose would be to ensure that the three STRs remain an accessory use on the site and residential character is maintained. Staff would track this limit with information provided by the applicant, however, it could prove to be difficult to enforce.
- Annual renewal of BUP: Staff explained that the STR BUP would be required for each year and so annual renewal would be required and if a landowner failed to renew one year they would be required likely to apply as an “initial” BUP again and pay the higher fee.
- Business license: Staff clarified that landowners would be required to get a business license each year, in addition to the BUP, to legally operate the STR. The Finance Department would issue the business license.
- Neighbor notice process: There were some questions about how the neighbor notice process would work and staff clarified that the applicant (not the Town) would be required to send the notices and that staff would draft a template notice so that correct and consistent information is sent. The notice would include the contact information for the required 24/7 property manager. The Commission recommended that HOAs, if applicable, be notified as well.
- Three annual STRs: Staff was asked whether the three annual STRs would be on a rolling basis, calendar year, or some other basis. Staff responded that it would not be on a rolling basis (i.e., all STRs permits would need to be renewed on the same day but that that day is not determined yet. It could be January 1 (like business licenses) or perhaps it would be easier on all parties to do it on February 1 or even May after the winter season. The final calendar year is yet to be determined.
- Violations of permit: The Planning Commission asked whether there were penalties for noncompliance with the STR permit and suggested that there be a two-year penalty for noncompliance. The proposed changes do not currently include such a penalty, however, compliance with approved STR permits will be done according to the regular methods in the LDRs.
- Meet with STR rental companies: The Commission recommended that staff meet with local property management companies to ensure that they understand the changes and have ample opportunity to offer their practical input on how it might impact their business. See section below on Public Comment for more detail.
- Fire code and inspections: There was general discussion about how fire codes and inspections would apply to STRs in residential structures. While the Fire Department determines the level and frequency of inspections, it is staff’s understanding from speaking to Fire Chief Jellie that his department would like to inspect each STR unit on its initial approval and then might not need to inspect again for a couple or more years, using self-inspection checklists in the intervening years (something we do now). The inspection would likely be to confirm that STRs have basic residential-level safety equipment, such as smoke detectors, fire extinguishers, posted exit plans, etc.
- Master leases: A question was asked about whether master leases that allow sub-tenants to stay for less than 30 days (e.g., visiting nurses) would require a STR permit. Staff responded that such lease arrangements are not technically STRs because the master lease term is for 30 days or longer. However, we do acknowledge that these types of master leases seem like loophole of sorts to the short-term rental rules, at least from the perspective of a neighbor.

Public Comment

No written comment has been received by the Planning Department as part of this red-line amendment process. Previous comments have already been received and reviewed by the Town.

However, in response to the Planning Commission's recommendation for staff to meet with local property management companies involved in STRs, staff held a conference call on March 29, 2023, with representatives of the following companies: The Clear Creek Group; C & C Home Services; Abode Luxury Rentals; Outpost; and Rocky Mountain Rentals. Collectively, many of these companies have formed the Jackson Hole Lodging Association. Staff had a productive conversation and it appeared that most participants were in general support of the proposed changes with the one exception that some representatives stated that they would like to see four or five STRs per year instead of the proposed three. Some also expressed concern about and/or opposition to the 60-day limitation and preferred to allow each STR to be up to the 29-day maximum as allowed by the LDRs. More detailed written comments are attached to this staff report.

Comprehensive Plan & Priority Alignment.

Policy 3.2.c: Limit lodging to defined areas

Lodging and short-term rental use will continue to be limited to areas within a Lodging Overlay and existing Planned Resort in Town, and the existing County Planned Resorts and Planned Unit Developments where it is entitled. The potential for lodging and short-term rental development is important to the community's tourism economy, but it is not appropriate throughout the Town and County. Concentration of lodging locates short-term accommodations in areas where guests can access visitor-oriented amenities without a vehicle, while protecting the remainder of the community's residential, locally-oriented, and Rural Areas from expansion of tourist-related amenities.

Policy 4.2.e: Maintain lodging as a key component in the downtown

A key element of the 1994 Comprehensive Plan was the establishment of the Lodging Overlay District. The purpose of the overlay was to concentrate lodging into the downtown core, where guests can access tourist-orientated amenities without a vehicle. In addition, the overlay was intended to protect the remainder of the community from expansion and sprawl resulting from tourist and lodging amenities. The community continues to support the original intent of the overlay. Expanding on the goals of the 1994 Plan, this Plan supports the provision of a variety of year-round lodging types that encourage active management for nightly year-round occupancy.

Principle 4.3—Develop desirable residential neighborhoods

A primary goal of the community is to enhance the character and integrity of Complete Neighborhoods in the Town and County. Town residential neighborhoods will be defined as either "Stable" or "Transitional," Subareas based upon their existing and desired future character. An important goal is to maintain or reestablish a strong sense of ownership by all residents of their neighborhood. The specific designation for each neighborhood and the desired future character is defined in the Illustration of Our Vision chapter.

Staff Factors

Pursuant to Section 8.7.1.C 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 community's goals in the Comprehensive Plan for protecting community character in both our commercial and residential areas. The Town's zone districts, more particularly, are crafted to specify the amount, type, and location of development to best balance the community's goals for development and to create transparent and

enforceable regulations. The proposed amendment is consistent with this goal by clarifying the rules for Short-term Rentals that have been very confusing in residential neighborhoods.

2. *Improves the consistency of the LDRs with other provisions of the LDRs;*

Complies. The proposed LDR amendment will improve consistency and clarity between how STRs are regulated compared to all other uses. The current reliance on the 2007 STR interpretation has created much confusion among, staff, the public, and landowners. Addressing neighbor complaints has been a challenge because of the lack of transparency in how the STR program is supposed to work in residential areas. The proposed amendment seeks to address these deficiencies by providing a clear STR framework and process in which the roles of Town staff, neighbors, and landowners is much more clearly defined.

3. *Provides flexibility for landowners within standards that clearly define desired character;*

Complies. Staff finds that the proposed text amendment provides adequate flexibility for landowners to reasonably use their property for STR rental use in a way that also protects the residential character in our residential zones, including those in Stable subareas.

4. *Is necessary to address changing conditions, public necessity, and/or state or federal legislation;*

Complies. The proposed amendment is driven largely by the need to respond to a significant increase in demand for STRs and the rapidly changing online marketplace for booking STRs. Covid too has increased local demand for a wider variety of STR options throughout the year. Thus, current STR forces have overwhelmed our existing STR program and created the need for the proposed amendment.

5. *Improves implementation of the Comprehensive Plan; and*

Not Applicable per Wyoming State statute.

6. *Is consistent with other adopted Town Ordinances.*

Complies. The proposed amendment will improve consistency between how STRs are regulated in the LDRs and in the Municipal Code. The current Municipal Code requirements create special rules for STRs inside of the Lodging Overlay that are different from all other allowed uses in the LDRs and so creates confusion. Adoption of the proposed LDRs amendments, coupled with the repeal of 5.60 in the Municipal Code, will significantly improve of the LDRs with other Town Ordinances.

FISCAL IMPACT:

The intent is to have new application fees for STRs offset the Town's cost of implementing and administering the new program long term. The fees should cover the cost of staff time and other resources in the Planning, Legal, Code Enforcement, Police and Fire Departments, thus the fiscal impact to the Town should be neutral. Staff recommends updating the Town's fee resolution consistent with the new fees.

STAFF IMPACT:

Staff has spent approximately 300 hours to complete research on this topic and prepare this staff report. If this amendment is adopted, staff time from all relevant Town Departments and the Fire Department is estimated to

be approximately 500 hours. This approximation recognizes the reality that it is difficult to predict with precision how many hours staff will spend on implementing a new program, including enforcement, inspections, and other unknown time requirements.

ATTACHMENTS OR LINKS

Planning Commission 3/1/23 Minutes

SUGGESTED MOTION

I move to **approve** text amendment P21-333 related to Short-term Rentals in residential zones, based upon factors 1-6 in Section 8.7.1.C of the Land Development Regulations as presented in this staff report dated April 17, 2023, and direct staff to prepare the required Ordinances for consideration at first reading at a future meeting.

EXHIBIT A: Proposed LDR Amendments for Short-term Rentals (P21-333)

1. Amend LDR Section 6.1.4.A.1 Definition as follows:

*Definition. A residential use is a living facility, certified under the International Residential or Building Code or by HUD, that includes permanent provision for **long-term permanent** living, sleeping, eating, cooking, and sanitation **and not for short-term transient lodging or short-term rental use**.*

2. Amend LDR Section 6.1.4.A.2. Standards [standards for Residential Uses] as follows:

*a. No residential unit or portion of a residential unit may be rented such that occupancy by the lessee is limited to less than **30 consecutive** ~~31~~ days **unless approved for Short-term Rental use**. Short-term rental of less than **30** ~~31~~ **consecutive** days shall be considered a lodging use subject to the standards of Sec. 6.1.5. A time-share condominium is considered a residential use as long as the ownership intervals are **more than 30** ~~31~~ **consecutive** days ~~or longer~~. Any ownership intervals of less duration shall be considered a lodging use.*

3. Amend LDR Section 6.1.5.A.1 [definition of Lodging Uses] as follows:

*1. Definition. A lodging use is a sleeping unit or residential unit, **or portion of a residential unit**, rented such that occupancy is limited to less than **30 consecutive** ~~31~~ days.*

4. Amend LDR Section 6.1.5.C.1 [definition of Short-term Rental Unit] as follows:

*1. Definition. Short-term rental means the rental of all or a portion of a residential unit such that occupancy is limited to less than **30 consecutive** ~~31~~ days.*

5. Amend LDR Section 6.1.5.C.2.a & b [standards for Short-term Rental Unit] as follows:

2. Standards

- a. No residential unit or portion of a residential unit may be rented so as to limit occupancy to less than **30 consecutive** ~~31~~ days unless permitted for short-term rental.

Example of prohibited Residential Use: The owner of a house located in a residential zoning district outside of the Lodging Overlay (e.g., NL-5), executes a lease for 30 days but restricts occupancy of the tenant to only 7 days. This arrangement, or any other similar lease arrangement, is not a residential use. It is a Short-term Rental use that requires a BUP permit per the LDRs.

- b. Developments that have been approved for short-term rental use of less than **30 consecutive** ~~31~~ days prior to November 9, 1994, will be allowed to continue such rental use in accordance with Div. 1.9. or in accordance with the PUD approval, whichever is applicable.
- c. A short-term rental unit shall be subject to the stricter of the two standards when residential and nonresidential standards ~~would~~ **both** apply.

EXAMPLE: A short-term rental unit is subject to lodging affordable workforce housing requirements rather than residential affordable workforce housing requirements. See also 6.3.5.C.1.a when changing use from residential to short-term rental

- d. Short-term Rental use in residential zone districts NL-1 to NL-5, NM-1, NM-2, NH-1, R, MHP, and OR zones is limited to a maximum of 3 separate rentals per calendar year for a maximum of 60 total rental days.
 - e. Short-term Rental use in the NL-1 to NL-5, NM-1, NM-2, NH-1, R, MHP, and OR zones shall require notification of neighbors, including any HOA governing the applicant's property, according to the requirements of Sec. 8.2.14.C.2. prior to approval of the BUP. Notice shall be done by applicant and shall contain the contact information, including phone number and email address, of person(s) designated to be responsible to address all questions and complaints on a 24-hour basis about the operation of the Short-term Rental.
 - f. A business license shall be approved either prior to or concurrent with issuance of BUP.
 - g. All BUPs for a Short-term Rental use expire on December 31 of each calendar year.
6. Add "Short-term Rental Unit" use as a Basic Use Permit (BUP) in each residential zone as an Accessory Use as shown below (NL-1 through NL-5, NM-1, NM-2, NH-1, OR, and R); NOTE: STR use would not be added to the following zones; CR-3, BP; TS-1; P; or P/SP which are located outside of the Lodging Overlay.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	n/a	n/a	n/a	exempt
Residential					
Detached Single-Family Unit (6.1.4.B.)	Y	1 unit per lot	8,000 sf habitable excluding basement	2/DU	$0.000017(\text{sf}) + (\text{Exp}(-15.49 + 1.59 \cdot \text{Ln}(\text{sf}))) / 2.176$
Transportation/Infrastructure					
Utility Facility (6.1.10.C.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	1/employee + 1 per stored vehicle	0.000123 * sf
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.1)	B	1 unit per lot	(E.1)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

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

Add: "Short-term Rental Unit" as BUP in each residential zone as an Accessory Use

7. Housing Mitigation: Staff recommends that STRs in residential zones be exempted from the housing mitigation requirements in Sec. 6.3.2.C (i.e., add a new 6.3.2.C.14).

C. Exemptions: The following are exempt from the standards of this Division.

14. Short-Term Rental use in the following residential zones: NL-1, NL-2, NL-3, NL-4, NL-5, NM-1, NM-2, NH-1, MHP, OR, and R.

**MINUTES
PLANNING AND ZONING COMMISSION
TOWN OF JACKSON, WYOMING
March 1, 2023**

The meeting of the Planning and Zoning Commission was called to order at 5:30 p.m. on 03/01/2023, via ZOOM and in Town Hall Chambers.

ROLL CALL:

 x Anne Schuler x Wendy Martinez, Katie Wilson, x Abby Petri, x Christie Schutt(arrived at 5:40pm)

 x Thomas Smits

STAFF: Paul Anthony

MATTERS FROM THE PUBLIC: None

APPROVAL OF February 15, 2023 MINUTES: A motion was made by: Petri & seconded by: Smits

Motion approved by a 4 to 0 vote

OLD BUSINESS: None

PLANNING COMMISSION

ITEM P23-015: 12455 S. River Bend Rd. – PUD Amendment (Teton County)- Continued to March 15, 2023 Planning Commission Meeting.

STAFF PRESENTATION:

QUESTIONS FOR STAFF:

APPLICANT PRESENTATION:

QUESTIONS FOR THE APPLICANT:

PUBLIC COMMENT:

COMMISSION DISCUSSION:

Motion: I move to **continue** P23-015 to the March 15, 2023 Planning Commission Meeting.

A motion was made by: Petri & seconded by: Martinez

Motion approved by a 4 to 0 vote

ITEM P21-333: Request for a Land Development Regulation (LDR) Text Amendment to Section 6.1.4 Residential Uses and Section 6.1.5 Lodging Uses to amend definitions regarding occupancy limits

STAFF PRESENTATION: Paul Anthony

QUESTIONS FOR STAFF: The number of days is limited to 60 and the number of times is 3 per year, so that could be 3 months in a row, or spread throughout the year. Previously, the 31 day lease but only occupied part of that time, the owner couldn't occupy the unit until the lease was up. Now that's not the situation.

Do BUP's need to be submitted every year? Should they get a BUP per rental, so up to 3 per year? Staff responded that the annual BUP would help to track and enforce the 3 rentals per year. The staff needed to review and enforce the BUPs would shift from the STR licenses currently in the lodging overlay, to processing these permits.

There was a question about how the Special Event permit might apply to STRs. Staff responded that Special Event licenses are issued by the Finance Department not the Planning Department and they are for events on public property.

A question was asked about the neighbor noticing process. Staff responded that neighbor notices would be required for each STR permit within 200' of the STR property. The notice would likely include basic but helpful information, such as the name and contact information for the manager/operator of the STR, dates of intended STRs if known, and contact information for making a complaint if necessary. Some Commissioners followed up by asking whether the notice could also include the number of occupants of the STRs and parking information. Staff responded that SRE occupancy limits would match the LDR rules and that adequate parking would be reviewed as part of the BUP application.

Would the 3 rentals be per calendar year? Or a rolling basis? Staff responded that the 3 rentals would be on an annual basis but that it might not necessarily be the calendar year (Jan. 1 Dec. 31). Due to staff needs and holiday complications, it might make sense to have the permit year run from February 1 or March 1.

Fee structure – this is outside of the lodging overlay. Staff shared the proposed fee structure with the Commission and responded that the fees would be higher for residential STR than commercial STRs because the amount of work to administer the program is anticipated to be much higher.

The Commission asked whether the STRs would pay lodging taxes. Staff responded in the affirmative, thus each STR will need a Wyoming state sales tax number and will be operating as a business and remitting lodging and sales tax.

Do licenses lapse if they don't renew? Do they need to pay the initial BUP fees if they don't renew on time? Staff responded with a general discussion on how permits might lapse if not renewed for a year or two by the applicant. While staff still needs to work this out, applicant will be required to reapply as a new applicant with the higher fees if they fail to renew their permit for a certain number of years.

Should those that violate the regulations and rent without a license be prevented from applying for a license for a certain amount of time? 2 years recommended.

Staff discussed the limitations on the Fire Code and requirements for residential vs. commercial units and how there are still some remaining questions on how the Fire Department plans to address inspections for residential STRs.

Some Commissioners noted that HOA's can restrict short-term rentals. They recommended that HOAs should be noticed too, since they would get neighbor complaints.

Suggested meeting with the management companies as they will handle the majority of the rentals.

Question on master leases – such as for the hospital and traveling nurses/doctors. Wouldn't this be a loophole for owners to just say they have a master lease? Staff responded that such master lease arrangements that allow short duration stays may, in fact, be a loophole to the STR occupancy rules and that it's something that can be looked at.

PUBLIC COMMENT: Chelsea Beets – Clear Creek Group, the property managers are willing to have discussions regarding the changes. They would love to see about 5 rentals per year vs 3.

COMMISSION DISCUSSION: Discussed notifications for neighbors on projected or actual rental dates, when will the notices happen, and how will the notices go out? Online, e-mail, mail?

Motion: I move to recommend **approval** to the Town Council of the proposed text amendment P21-333, based upon factors 1-6 in Section 8.7.1.C of the Land Development Regulations as presented in the March 1, 2023, staff report.

A motion was made by: Schutt & seconded by: Petri

Motion approved by a 5 to 0 vote

MATTERS FROM COMMISSION: Request changing the agenda to 8:00 pm when remaining items

on the agenda will be evaluated for continuing or moving to the next meeting.

MATTERS FROM STAFF: There will be interviews upcoming for the open Planning Commission seat. Additionally, there are terms that are ending soon.

Adjourn: A motion was made by: Martinez & seconded by: Schutt

Motion approved by a 5 to 0 vote at 7:20 pm.

From: noreply@civicplus.com
To: [Town Council](#)
Subject: Online Form Submittal: Kelly Akin Email the Town Council
Date: Wednesday, April 12, 2023 3:47:14 PM



Email the Town Council

Email Content:

Town Council,

Thank you for your work and all of the town staff's work on the short term rental conversation over the past year and a half. I am writing today on behalf of the Jackson Hole Lodging Association. Our group has met some of the council recently and had the opportunity to meet with Paul Anthony as well. We appreciate the time spent by all on this item facing the town.

We wanted to write and affirm our support in enacting a LDR change as it relates to short term rentals in the Town of Jackson. As it stands now, we would like to request the number of rentals per year be capped at 5 and that the 60 day maximum rental period be removed from the text amendment. We as a group have struggled to understand the need for and the motivation behind the 60 day maximum. By restricting the number of rentals per year, what would the 60 day maximum ultimately accomplish? A rental cap on the number of times/year would be a much more straightforward and realistic item to track and manage for compliance.

Regardless of where this amendment ultimately lands, our group will support the new requirements and will build new practices into our businesses in order to maintain compliance. We fully support collecting the tax revenue that will accompany this and hope these funds can be put to good use. As a group we support smart growth and the need for additional housing for the workforce in Teton County. Our businesses rely on employee support to function and reliable housing continues to be an issue for this group as well. We love Teton County and the Town of Jackson and are very invested in its future and the preservation of the opportunity we all came here for.

Best regards,

Kelly Akin
President of the Board
Jackson Hole Lodging Association

Your Name:

Kelly Akin

Your Company Name:

Jackson Hole Lodging Association

Your Phone Number: 3072036945

Your Email Address: kelly@cchs.jacksonhole.com

Your City: Jackson

Your State: WY

Your Zip Code: 83001

Email not displaying correctly? [View it in your browser.](#)

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Community Development	Presenter:	Tyler Sinclair/Paul Anthony
Agenda Item:	P23-026 LDR Cleanup	Public Comment:	Yes

Purpose & Policy Considerations.

All Text Amendments to the Town of Jackson Land Development Regulations (LDRs) require review and action by the Town Council according to LDR Section 8.7.1.

Requested Action.

The applicant, the Community Planning Director, is requesting approval of various text amendments to “clean up” the LDRs to increase clarity, improve implementation, and make minor improvements.

Staff requests that the Council continue this item to the regularly scheduled Town Council meeting on May 15, 2023.

Suggested Motion.

I move to continue item P23-026 to the regularly scheduled Town Council meeting on May 15, 2023.

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Town Clerk	Presenter:	Riley Taylor
Agenda Item:	Resolution 23-04: A Resolution Providing Approval for a Grant to Rehabilitate and Expand Terminal Building	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council and County Commission approve the annual budget for the Jackson Hole Airport and any amendments to it, including the receipt of any grant funding.

Requested Action.

To adopt Resolution 23-04, allowing the Airport to accept this grant.

Recommendations.

Staff recommends the Town Council adopt Resolution 23-04.

Background.

This is a grant from the Federal Aviation Administration under the Bipartisan Infrastructure Law ("BIL") which was passed by Congress in November 2021. That law authorized up to \$15 billion over five years for airport projects, allocated to individual airports based on passenger enplanements. These grants are referred to as BIL Airport Infrastructure Grants ("AIG"). This \$4.375 million grant comes from FY 2022 and FY 2023 AIG entitlements for the Jackson Hole Airport. The money will help to reimburse the Jackson Hole Airport Board for its costs to expand the security screening checkpoint in the Terminal Building. That project is now complete. Among other things, this expansion is designed to cut down on passenger screening wait times and make the Terminal Building ready to accommodate the next generation of TSA passenger screening equipment.

As a co-sponsor of the grant, the Town and County are agreeing to the following:

1. Money is used within 4 years of acceptance
2. May not spend the funds for ineligible or unallowable costs
3. The final amount provided by the FAA may go up or down depending on the overall cost of the project final numbers
4. Project must be built in compliance with all FAA regulations
5. Any funds spent fraudulently, wastefully or in violation of U.S. law must be paid back by the sponsor
6. Must comply with air and water regulations
7. Must comply with all federal financial reporting requirements
8. All steel and manufactured products must be American and must comply with any additional obligations imposed by the Build America, Buy America Act (a waiver has been issued for this project)
9. An audit upon completion must be completed
10. Standard federal contract bans on texting and human trafficking
11. It is important to understand that as a sponsor, Teton County is jointly and severally responsible for compliance.

Analysis & Key Policy Questions.

Teton County approved this grant at its April 11, 2023 meeting. The Jackson Hole Airport Board approved this grant at its March 15, 2023 meeting.

Possible Alternatives.

1. Approve the resolution as presented
2. Approve the resolution as amended/discussed during the meeting
3. Deny the resolution

Comprehensive Plan & Priority Alignment.

Airport operations and upgrades to airport facilities are in direct alignment with Common Value 3, Quality of Life and more specifically, Principle 8.2 coordinating the provision of infrastructure and facilities needed for service delivery. The airport also has a direct correlation to a diverse and balanced economy as noted in Section 6 of Common Value 3.

Fiscal Impact.

Jackson Hole Airport does not receive any funding from the Town or County. Investment in improvements at the airport have indirect positive impacts on visitation, visitor experience, and spending.

Staff Impact.

Approximately 30 minutes to review attachments and 30 minutes to draft this staff report.

Attachments or Links.

Grant Agreement
Resolution 23-04

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

I move to approve Resolution 23-04: A Resolution Providing Approval for a Grant to Rehabilitate and Expand Terminal Building.

**TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING
RESOLUTION 23-04**

**A RESOLUTION PROVIDING APPROVAL FOR A GRANT TO
REHABILITATE AND EXPAND TERMINAL BUILDING
AIP GRANT NO. 3-56-0014-073-2023**

WHEREAS, the Jackson Hole Airport Board (the “Board”) was organized as an airport board on January 17, 1968, pursuant to Wyoming Statute § 10-5-202; is deemed a joint power board pursuant to Wyoming Statute § 16-1-105; and is the owner and operator of a public use airport known as the Jackson Hole Airport (“Airport”); and

WHEREAS, the Board is authorized to receive grants from the Federal Aviation Administration (“FAA”) for planning and/or improvements to the Airport; and

WHEREAS, the Board has received a grant offer from FAA to “Rehabilitate and Expand Terminal Building (Security Screening Checkpoint)” at the Airport in the maximum amount of \$4,375,980, and the Board desires to accept such grant; and

WHEREAS, the FAA requires a resolution of approval from the Town of Jackson, as co-sponsor, in order for the Airport to receive such a grant.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Jackson, Wyoming, having duly met on April 17, 2023, at a Regular Town Council Meeting, that it hereby provides approval for the Board to accept FAA AIP Grant Number 3-56-0014-073-2023 in the maximum amount of \$4,375,980 for the purpose of “Rehabilitate and Expand Terminal Building (Security Screening Checkpoint),” as more fully described in the Project Application.

This Resolution shall become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 17th day of April 2023

TOWN OF JACKSON, WYOMING

ATTEST:

By: _____
Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District
Office:
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

March 22, 2023

Mr. Ed Liebzeit, President
Jackson Hole Airport Board
1250 East Airport Road
Jackson, WY 83001

The Honorable Hailey Morton Levinson, Mayor
Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

Mr. Luther Propst, Chairman
Teton County Board of Commissioners
200 S. Willow Street
Jackson, WY 83001

Dear Mr. Liebzeit, Mayor Morton Levinson, and Commissioner Propst:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-56-0014-073-2023 at Jackson Hole Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.

5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **April 28, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Rebecca Wersal, (303) 342-1257, rebecca.wersal@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

John P Bauer

[John P Bauer \(Mar 22, 2023 13:07 MDT\)](#)

John P. Bauer
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FY 2023 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	March 22, 2023	
Airport/Planning Area	Jackson Hole Airport	
Airport Infrastructure Grant Number	3-56-0014-073-2023	[Contract No. DOT-FA23NM-1008]
Unique Entity Identifier	KELEZHCKXHL6	

TO: Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 28, 2023, for a grant of Federal funds for a project at or associated with the Jackson Hole Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Jackson Hole Airport (herein called the "Project") consisting of the following:

Rehabilitate and Expand Terminal Building (Security Screening Checkpoint)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$4,375,980.
 The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 \$ 0 for planning
 \$ 4,375,980 airport development or noise program implementation; and,
 \$ 0 for land acquisition.
2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods.(2 Code of Federal Regulations (CFR) § 200.1).
 - b. Budget Period:
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
 - c. Close Out and Termination
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before April 28, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on

Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.

- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Force labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. “Private entity”:

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 2013, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

- vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
- 27. **Prohibited Telecommunications.** Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

SPECIAL CONDITIONS

- 28. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
- 29. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

30. **Airports Geographic Information System (AGIS) Requirements.** AGIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
31. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as described by 49 U.S.C. § 47106(a)(6).
32. **Building BIL Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the terminal building included in the project must not exceed 93.4 percent of the actual cost of the entire building.
33. **Mothers' Rooms.** As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
34. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

JOHN P BAUER

John P Bauer (Mar 22, 2023 13:07 MDT)

(Signature)

John P Bauer

(Typed Name)

Manager, Denver ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

JACKSON HOLE AIRPORT BOARD

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

Dated _____

TOWN OF JACKSON, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

Attested By:

(Signature of Sponsor's Attestation)

(Typed Name of Sponsor's Attestation)

(Title of Sponsor's Attestation)

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I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

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The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated _____

COUNTY OF TETON, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

Attested By:

(Signature of Sponsor's Attestation)

(Typed Name of Sponsor's Attestation)

(Title of Sponsor's Attestation)

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- "The Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming,** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIG projects as of February 28, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

STAFF REPORT



Meeting Date:	April 17, 2023	Meeting Title:	Regular Meeting
Submitting Department:	Community Development	Presenter:	Susan Scarlata & Aaron Carrillo
Agenda Item:	An Ordinance Establishing Encroachment Permits for Parklets	Public Comment:	Yes

Purpose & Policy Considerations.

To approve the First Reading of Ordinance K, an Encroachment Permit – Parklets and provide for an effective date.

Requested Action.

Request to approve Ordinance K, an Ordinance adding Chapter 12.10 to the Municipal Code of the Town of Jackson creating Encroachment Permits – Parklets.

Recommendations.

Staff recommends approval of Ordinance K, Encroachment Permits – Parklets as presented in this staff report.

Background.

The Town of Jackson has allowed businesses to host Parklets as extensions of their indoor spaces since the summer of 2020. This program was initiated in response to the COVID-19 pandemic and continued through the summers of 2021 and 2022. In the Summer of 2022, eight Parklets were approved and activated in front of businesses in the Town's Public Right of Way. This year, staff and Council are working to make Parklets a permanent program and implementing a related fee structure.

At its March 20, 2023, Workshop Town Council voted unanimously to approve Parklet Requirements and a related Fee Structure and directed staff to prepare an Ordinance about hosting parklets. Ordinance K, providing specific requirements for Encroachment Permits – Parklets is attached to this staff report.

Analysis & Key Policy Questions.

As the Town of Jackson makes Parklets a permanent program we need to codify the encroachment permit in the Municipal Code for perpetuity.

Factors Considered

At various meetings leading up to the first reading of Ordinance K, Town Council had robust discussions about Parklets. Council agreed that these permits can be issued for three-year terms and permits may be issued for up to three-years or a minimum of one-year. Council also affirmed that the maximum number of parking spaces that businesses can utilize to host parklets is three.

Comprehensive Plan & Priority Alignment.

The Parklet Program aligns with 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, and cultural activities.

Fiscal Impact.

Town Council has approved a flat-rate annual fee for parklets of \$3,500 to cover the Town's administration of this program. Businesses approved for Parklet Permits will be able to pay annually or all at once for three-year terms.

Staff Impact.

The impact on staff to draft this ordinance amounted to approximately 15 hours of Legal Department staff time and 2 hours of Administration time (to review the ordinance).

Staff management of the Parklet program includes updating, posting, and reviewing and processing applications, reviewing site plans, and inspecting Parklets, reviewing guidelines with applicants, and general maintenance. Staff estimates the Parklet program takes about 75 hours of staff time each summer season.

Attachments or Links.

Ordinance K

Suggested Motion.

I move to approve the first reading of Ordinance K, An Ordinance Establishing Encroachment Permits for Parklets.

ORDINANCE K

AN ORDINANCE ADDING CHAPTER 12.10 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON CREATING ENCROACHMENT PERMIT – PARKLETS AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1.

Chapter 12.10 of the Municipal Code of the Town of Jackson is hereby created and added as follows:

Chapter 12.10 PARKLETS

- 12.10.010 Purpose; Establishment of Encroachment Permit – Parklet
- 12.10.020 Encroachment Permit – Parklet Required
- 12.10.030 Definitions
- 12.10.040 Encroachment Permit – Parklet Application
- 12.10.050 Annual Permit Fee
- 12.10.060 Form and Conditions of the Encroachment Permit – Parklet
- 12.10.070 Personal Privilege
- 12.10.080 Bond
- 12.10.090 Indemnity; Liability and Insurance
- 12.10.010 Denial, Modification, Revocation, or Suspension of Permit
- 12.10.020 Restoration of Right-of-Way
- 12.10.010 Purpose; Establishment of Encroachment Permit – Parklet.

- A. The purpose of this chapter is to establish minimum standards pursuant to which the Town may allow parklets within the Town's public right-of-way. These standards have been developed to ensure that the space used for such parklets, at all times, promote the public health, safety, and welfare; allow for adequate pedestrian circulation; and standardize design, location, and operation in the right-of-way.
- B. Nothing in this ordinance shall be deemed to grant a vested right to establish a parklet, operate a parklet, nor, if permitted hereunder, continue operation of a parklet.

(Ord. ____ § 1, 2023)

12.10.020 Encroachment Permit – Parklet Required.

- A. It shall be unlawful to establish a parklet in the public right-of-way without first obtaining an encroachment permit - parklet as provided by this chapter.
- B. No person shall operate a parklet on the public right-of-way without first obtaining such a permit from the Town Manager, or their designee, and paying the required permit fee.
- C. It is the duty of each permittee to maintain a valid permit in conformance with the requirements of this chapter at all times during parklet operation.
- D. The Town Manager, or their designee, may limit the number of permits that may be issued under this ordinance, if necessary, for public health or safety reasons, to help prevent vehicular or pedestrian traffic congestion, increase available Town parking, improve traffic flow, or for any other good cause.

(Ord. ____ § 1, 2023)

12.10.030 Definitions.

As used in this chapter:

- A. *Parklet* shall mean a small public gathering space, utilizing one or more on-street parking spaces that combine elements such as seating, landscaping, shade, and/or lighting.

- B. *Encroachment Permit – Parklet or Permit* shall mean the discretionary, revocable, suspendable permit issued by the Town allowing the temporary use of its right-of-way.
(Ord. ____§ 1, 2023)

12.10.040 Application for Encroachment Permit – Parklet.

- A. Every person seeking to establish a parklet within the Town must complete an application pursuant to this chapter and no work within the right-of-way may begin before a permit is issued.
- B. All applications shall be made in writing to the Town Manager, or their designee, on forms provided by the Town, which must be complete to be processed.
- C. It shall be the duty of the applicant to seek any reviews, authorizations, permits and/or approvals from state, federal, Town or county authorities that may be required for the parklet in addition to the permit set forth in this chapter.
- D. Each application submitted shall be affirmed as being true and correct to the best of the applicant's knowledge and shall affirm that the applicant understands information provided on and with the application may be investigated for accuracy.

(Ord. ____§ 1, 2023)

12.10.050 Permit Fee.

- A. There shall be an encroachment permit – parklet fee. All fees for such permits shall be in an amount established by resolution and paid at the time application is made to the Town.
- B. The permit fee is non-refundable if the permit was issued, notwithstanding if the permit is subsequently modified, suspended, or revoked. If an application for a permit is denied, the fee shall be refunded.
- C. Receipt of payment does not constitute approval of an encroachment permit – parklet application.
- D. There shall be no pro-rated reduction of the fee based on the time of year when a permit is applied for.

(Ord. ____§ 1, 2023)

12.10.060 Form and Conditions of the Encroachment Permit.

- A. The permit issued shall be in a form provided by the Town Manager, or their designee.
- B. Permits may be issued for a maximum of a three-year period and for a minimum of a one-year period.
- C. Each encroachment permit – parklet authorizes operation only from April 30 to October 30 annually and shall terminate on October 30 of the applicable year, but in no case later than October 30 of the third year after it was issued.
- D. The permit authorizes operation of a parklet only in sitemap depicted on the application approved by the Town Manager, or their designee, and attached to or made part of the permit.
- E. The permit authorizes parklet operation only within the area depicted on the application approved by the Town Manager, or their designee, and attached to or made part of the permit.

(Ord. ____§ 1, 2023)

12.10.070 Personal Privilege.

- A. Each permit issued shall be personal to the permittee and is not transferable, delegable, or assignable. Any attempted transfer, delegation, or assignment of the permit shall be void.
- B. In the event that the permittee is a business and there is a transfer of the business, the transferee shall obtain a new permit prior to the effective date of the transfer.

(Ord. ____§ 1, 2023)

12.10.080 Bond.

- A. Prior to issuance of any encroachment permit – parklet, the permittee shall post a bond with the Town to cover the cost of restoring the right-of-way to its original condition. The bond amount shall be determined by the Town.
- B. The bond shall be released upon expiration of the permit and restoration of the right-of-way to the satisfaction of the Town Manager, or their designee. The Town shall deduct from the bond any costs to the Town to restore the right-of-way.

(Ord. ____ § 1, 2023)

12.10.090 Indemnity; Liability and Insurance.

- A. Applicants shall execute an indemnity agreement indemnifying the Town prior to permit issuance.
- B. The permittee shall, at its own cost and expense, procure and maintain in force policies of commercial general liability insurance with a combined single limit amount of at least one million dollars (\$1,000,000.00) per occurrence covering the permittee's operations on the public right-of-way and sidewalk.
- C. Such insurance shall:
 - 1. Be procured from an insurer authorized to do business in Wyoming;
 - 2. Be subject to the approval in writing from the Town;
 - 3. Name the Town, its officers and employees, and the property owner as additional insureds;
 - 4. Provide primary and non-contributory coverage to additional insureds; and
 - 5. Contain a provision for thirty days' prior written notice of cancellation to the Town in accordance with policy terms and conditions.
- D. All applicants shall provide to the Town a current certificate of insurance along with proper policy endorsements and/or policy language evidencing the above required insurance coverage and terms prior to permit issuance.

(Ord. ____ § 1, 2023)

12.10.100 Standards for Location, Design and Operation.

- A. All parklets shall comply with the following minimum standards:
 - 1. Parklets may be used as an accessory space for a nearby business or businesses, but they may not be used as a stand-alone place of business.
 - 2. Each parklet may occupy a maximum of 3 contiguous parking spaces. No portion or element of the parklet may intrude into the immediately adjoining spaces or areas.
 - 3. No parklet, nor portion or element thereof, may be erected or placed within the right-of-way prior to April 30.
 - 4. No parklet may obstruct, interfere with, or hinder the use of any restricted spaces or areas, to include but not be limited to, ADA spaces and their appurtenant areas, no parking "red curb" areas, bus parking zones, fire lanes, or fifteen-minute and loading/unloading spaces.
 - 5. An obstruction-free, clear sidewalk area for pedestrian traffic to pass the parklet shall be required.
 - 6. All Fire Department regulations and standards concerning the parklet shall be met.
 - 7. All Building Department regulations and standards concerning the parklet shall be met.
 - 8. Smoking, including vape products, shall not be permitted within five feet of any parklet, except while actively passing by on the way to another destination. Permittee shall be required to orally inform persons violating this chapter of the provisions thereof. The duty to inform such violator shall arise when such permittee or employee of permittee becomes aware of such violation.
 - 9. No amplified sound may be emitted from the parklet.
 - 10. Parklets may only be restricted to use by patrons of a particular establishment or group of cooperating businesses during their operating hours, and otherwise must be open to the general public for their enjoyment. All parklets shall include signage, which indicates the hours of private operation and states that the parklet is open to the public at other times.

11. The Town, a utility company, or other person authorized by the Town may remove, without liability, any object authorized under this ordinance or the entire parklet if there is a lawful need for the parklet area or for access to the parklet area.

(Ord. ____ § 1, 2023)

12.10.110 Denial, Modification, Revocation, or Suspension of Permit.

- A. The Town Manager, or their designee, may immediately deny a permit application, require modification(s) to an existing permitted parklet, or revoke or suspend an existing permit if:
 1. The Town finds that the provisions of this chapter have not been satisfied or have been violated; the operation of the parklet constitutes a public nuisance pursuant to state or local law; the operation of the parklet violates a federal, state, or local law or regulation; or the operation of the parklet violates any other state or local permit issued to the permittee.
 2. The applicant or permittee secured the permit by fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the application process.
 3. The conduct of the business puts the health, safety, or welfare of the public at risk.
- B. Notice of violation shall be provided in writing to the permittee, which may or may not include a cure period.
- C. The Town Manager, or their designee may immediately require modification(s) to an existing permitted parklet, revoke, or suspend a permit at any time and for any other reason not stated in this section when in the best interest of the Town. Upon notification of revocation, the permittee shall have ten days to remove the parklet from the premises and restore the right-of-way to its original condition.

(Ord. ____ § 1, 2023)

12.10.120 Restoration of Right-of-Way.

On or before the expiration of the encroachment permit – parklet on October 30, the permittee shall remove, at its own expense, all personal property, furnishings, and equipment from the right-of-way. All outdoor barriers shall be removed and the right-of-way returned to its original condition.

(Ord. ____ § 1, 2023)

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 IV.

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

ORDINANCE J

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1217; AND SECTION 2.2.9 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; and Section 2.2.9 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

(See next page)

2.2.9.E.1.c – Addition Zone-specific Standards (3/6/19, Ord. 1217)

E. Additional Zone-specific Standards

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

1. **Minimum Density.** The minimum density for lots in the NH-1 is 17.425 units per acre. NOTE: this requirement is rounded down to the next whole number (e.g., 1.8 units = 1 unit). The following density ranges are provided for general guidance :
 - a. Lots approximately 5,000 sf or less: One Detached Single-Family Unit;
 - b. Lots approximately 5,001 - 7,499 sf: Two units (either detached or attached);
 - c. Lots 7,500 or larger: Three or more units (either detached or attached), *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 20 DAY OF MARCH , 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

ORDINANCE G

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

WHEREAS, the Town Council has adopted certain ordinances of general application of the Town; and

WHEREAS, the ordinances have been previously codified in the Town of Jackson Municipal Code; and

WHEREAS, the Code is published by means of print distribution and is also available through online access through the Town’s website; and

WHEREAS, the Council has considered a recodification and general revision of the Code,

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

SECTION I.

The Town of Jackson Municipal Code shall be generally revised and recodified and the sections therein renumbered as follows:

- PREFACE
- Chapter 1 GENERAL PROVISIONS
- Chapter 2 ADMINISTRATION AND PERSONNEL
- Chapter 3 RESERVED
- Chapter 4 RESERVED
- Chapter 5 BUSINESS LICENSES AND REGULATIONS
- Chapter 6 LIQUOR LICENSES AND PERMITS
- Chapter 7 ANIMALS
- Chapter 8 HEALTH AND SAFETY
- Chapter 9 PUBLIC PEACE, MORALS, AND WELFARE
- Chapter 10 VEHICLES AND TRAFFIC
- Chapter 11 RESERVED
- Chapter 12 STREETS AND PUBLIC PLACES
- Chapter 13 UTILITIES
- Chapter 14 SUBDIVISION REGULATIONS
- Chapter 15 BUILDINGS AND CONSTRUCTION
- Chapter 16 HOUSING
- Chapter 17 SUBDIVISIONS
- Chapter 18 ZONING

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION VI.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE 17 DAY OF JANUARY , 2023.
PASSED 2ND READING THE 6 DAY OF FEBRUARY , 2023.
PASSED AND APPROVED THE ____DAY OF _____ , 2023.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____day of _____, _____.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Interim Town Manager

DT: April 17, 2023

RE: Town Manager's Report

Removal of Mature Spruce Trees

Based upon a request by the owner of the property, staff has approved the removal of three mature spruce trees located at 295 E. Pearl Avenue (old Jackson Twin Theatre) on the Jackson Street frontage. The trees are located in the Town Right of Way but are located very close to the foundation of the existing building and, according to the applicant, are growing into the foundation. The Urban Forest Manager recommended approval of the removal based on a tree assessment conducted by a staff arborist with the Parks and Recreation Department (available for review). Both the Town Engineer and Planning Director supported the removal based on the condition that the landowner replace the three lost trees with three new street trees along the same Jackson Street frontage. The new trees would be replaced as part of an upcoming building permit process to remodel the exterior and interior of the northern half of the building and convert it to an office use.

USDA Farmers Market Promotion Program

Slow Food in the Tetons would like to work with the Town of Jackson and Sustainable Strategies, DC to apply for up to \$250,000 in USDA Farmers Market Promotion Program (FMPP) funds for a capacity building project. The purpose of FMPP funding is to build long-term organizational capacity to develop, coordinate, and expand direct producer-to-consumer market opportunities with a demonstrated direct benefit to farm and ranch operations serving local markets. The proposal will include the establishment of a four-season facility and associated program expansion for the Slow Food Farm Stand and Online Marketplace, including additional storage space and refrigerator/freezer capacity, to increase the amount of locally produced food available to the community year-round. The project will also incorporate additional classroom/workshop/kitchen/office facilities for the expansion of local food outreach and educational programming, including cooking classes for all ages, farm to table workshops, farm and ranch tastings and presentations, and food access initiatives. These steps are intended as a bridge to establishing a permanent local food hub in the Jackson/Teton County community that will further strengthen and sustain the growing local and regional food system. The grant is due May 2, 2023. Funding can be used over a three-year period with an estimated start date of September 30, 2023. If approved, Town Council will be asked to submit a letter of support for the project at the next Council meeting. Slow Foods in the Tetons will be solely responsible for both

grant administration and match funding. With the approval of the Town Manager's report, staff will proceed with this grant application.

Department of Energy: Energy Efficiency and Conservation Block Grant (EECBG):

Town staff intend to apply for an Energy Efficiency and Conservation Block Grant through the Department of Energy. The Town of Jackson is eligible for approximately \$75,000, which is determined through a formula. Staff intend to use the funds for energy efficiency or renewable energy infrastructure purchases through the voucher program to reduce administrative burden. The finance department estimates they will spend 2-5 hours on reporting. The Ecosystem Stewardship Administrator will administer the grant, and estimates reporting could take up to 20 hours. Sustainable Strategies is poised to assist the Town with the pre-application due in late April, as well as the full application, which is due in January of 2024. With the approval of the Town Manager's report, staff will proceed with this grant application.

Town Funding for Climate Action and Ecosystem Stewardship:

For FY23, \$75,000 was included in the Community Development budget for partner projects, with a goal of providing match funding for projects administered by other organizations that promote ecosystem stewardship and climate action and \$25,000 in funding remains in the FY23 budget. Staff recommends funding \$10,000 towards increased Water Quality monitoring on Flat Creek and the Snake River.

One of the responsibilities of the Ecosystem Stewardship Administrator is to determine ecosystem indicators. Unfortunately, we lack continuous and shared water quality data that can be used year over year to help determine the health of the watershed. The Snake River Collaborative Monitoring Group is a collaboration of public, private, and nonprofit partners who are working to increase the quality and consistency of water quality monitoring through the establishment of both continuous monitoring and monthly grab samples at strategic locations. The plans include turbidity monitoring at Flat Creek and water chemistry monitoring and grab samples at Swinging Bridge. See attachment for more details. The total cost to launch this initiative is \$49,482. Protect Our Water Jackson Hole seeks \$10,000 from the Town of Jackson to match the funding contributed by other agencies, private businesses, and nonprofits. Funding will allow sampling to begin this summer; the sooner we begin sampling, the sooner we can incorporate water quality data into the annual indicator report and other ecosystem health projects. If this request is approved, \$15,000 will remain in the budget to fund additional climate action and ecosystem stewardship projects in FY23. With the approval of the Town Manager's report, staff will provide this \$10,000 in funding to Protect Our Water Jackson Hole.

Letter of Support for Protect our Water Jackson Hole (POWJH)

Protect Our Water Jackson Hole (POWJH) plans to begin fecal pathogen monitoring on Flat Creek and Fish Creek and is seeking funding to support this work. Fecal pathogens have been identified in Flat Creek in the past, but there is no regular monitoring to determine if conditions have improved. Staff are supportive of this monitoring effort, as it will help us to determine if there are still risks to human health, where exceedances occur, and what inputs are contributing to exceedances. In lieu of direct financial support, staff recommend joining the Department of

Public Health in sending a letter of support to POWJH to support their funding requests with other organizations or donors. A letter of support and project description are attached. With the approval of the Town Manager's Report, staff will obtain the Mayor's signature and provide the letter of support.

Karns Meadow Survey Responses

Town of Jackson/Teton County Parks and Recreation hosted a public information event in early March that included a draft plan for Karns Meadow. Attendees were encouraged to complete an online survey providing feedback. The survey received 468 responses. Staff and Town Council also received several letters related to the project. March 31st was the deadline for completing the survey; it appears that some people thought it was also a deadline for providing written comment to Town Council, spurring a flurry of public comment. The Team that is working on Karns Meadow planning continues to make progress on this project and expects to come before Council regarding the rezone application in June or July. The Conditional Use Permit will follow several weeks later. The public may continue to submit comment on these applications at anytime.



To: Protect Our Water Jackson Hole
P.O. Box 1014
Wilson, WY 83014

April 17, 2023

RE: Fecal Pathogen Monitoring on Fish Creek and Flat Creek

Dear Protect Our Water Jackson Hole,

Thank you for inviting the Town of Jackson to support your efforts to implement fecal pathogen and E. coli monitoring on Fish Creek and Flat Creek. These waterbodies support aquatic wildlife habitat as well as a multitude of recreational opportunities. Currently, both are listed on the Wyoming Department of Environmental Quality's 303(d) list of Impaired Waters for amplified E. coli concentrations. Our community does not currently collect the data necessary to understand whether this impairment has improved or worsened. Additionally, questions persist regarding the sources of these impairments and the water quality threats to human health and recreation that they represent.

Flat Creek flows through the Town of Jackson, providing natural habitat within an increasingly urban environment. The Town of Jackson is interested in improving surface water conditions of Flat Creek both for the wildlife that use it and for people who recreate in or near it. We have already invested in artificial wetlands near Karns Meadow to treat stormwater as well as numerous inline stormwater treatment units. We also conduct regular testing on our sewer system to detect leaks. It would be valuable to have data to show the results of our efforts and to help direct us toward the next steps we should take. What are the remaining inputs to Flat Creek that we need to address? Having information about the sources of pollutants will help us to address the problem in the most efficient and cost-effective way.

The Teton County Water Quality Master Plan, currently under development by TriHydro Corporation with the help of Teton County, Town of Jackson, Teton Conservation District and Protect Our Water Jackson Hole (POWJH), has already identified a lack of congruent and continuous baseline water quality data as a major weakness in our ability to identify and address water quality stressors. This effort directly addresses this critical disparity on two of our community's most prized waterways. By establishing these two critical long-term datasets with this first year of monitoring, POWJH will help local government better protect human and environmental health.

The Town of Jackson is supportive of POWJH's initiatives to increase water quality monitoring, particularly on Flat Creek. We encourage funders to give Protect Our Water Jackson Hole's project high consideration for funding.

Sincerely,

Mayor Hailey Morton Levinson
Town of Jackson





Snake River Collaborative Monitoring Project Overview

March 20, 2023

Contact:

Matt Bambach

Water Resources Program Manager

matt@protectourwaterjh.org

203.521.2673

Our Project

The ongoing Water Quality Master Plan, conducted by TriHydro Corporation and facilitated by Protect Our Water Jackson Hole, Teton Conservation District, Teton County, and the Town of Jackson, is a holistic planning effort designed to assess and improve water quality conditions throughout our watershed and is set for completion in early 2024.

The Water Quality Master Planning team has already identified the lack of continuous and shared 'baseline' data as a significant issue hampering our understanding of water quality conditions and our ability to address them in Teton County.

Protect Our Water Jackson Hole is helping to facilitate the Snake River Collaborative Monitoring Project, a collaborative group in our community dedicated to improving the efficiency, accessibility, resolution, and impact of water quality monitoring throughout the Snake River Headwaters.

Having been designated under the Wild and Scenic Rivers Act in 2008, the Snake River Headwaters are nationally recognized for their native fisheries, recreational opportunities, economic importance, and stark beauty. Anthropogenic and environmental stressors threaten these outstanding and remarkable qualities. The Snake River Collaborative Monitoring project will fill this void of baseline data by synchronizing existing data collection between role players and adding critical new monitoring (locations and parameters) along the Snake River as it passes through our community. By enhancing our data-gathering abilities along the Snake River, we can better assess changes brought about by human activity and climate change.

Snake River Collaborative Monitoring Group

Public, private, and NGO partners involved with the Snake River Collaborative Monitoring Project include:

- Bridger-Teton National Forest
- Grand Teton National Park
- Wyoming Game and Fish Department
- US Geological Survey
- Teton Conservation District
- Rendezvous River Sports
- University of Wyoming
- Jackson Hole Chapter of Trout Unlimited
- Snake River Fund
- Protect Our Water Jackson Hole

Our Need

POWJH is requesting financial support to launch long-term monitoring of the Snake River. Specific monitoring upgrades we seek to implement are collecting monthly grab samples near Swinging Bridge, a continuous 6-month record of water chemistry at Swinging Bridge, continuous temperature monitoring at the USGS gauge near Alpine, and continuous turbidity monitoring in Flat Creek.

While the Teton Conservation District will be able to execute an agreement with the USGS to perform this monitoring starting in October 2023, we will miss critical data if we do not complete this monitoring from May 1, 2023, through September 30, 2023.

Therefore, we are seeking funds to enter into our own cost-share agreement with the USGS (which would later be transferred to Teton Conservation District after their funding becomes available) to begin taking these samples as soon as possible. The following is a cost estimate from USGS for the needed monitoring from May 1, 2023, through September 30, 2023.

Funding Breakdown

\$49,482: Total funding required through September 30, 2023

- \$13,560 Monthly Grab Samples at Swinging Bridge
- \$28,700 Continuous Water Chemistry at Swinging Bridge
- \$1,750 Continuous Temperature above Alpine 2
- \$5,507 Continuous Turbidity in Flat Creek

(-) \$5,000: Funding provided by Protect Our Water Jackson Hole

(=) \$44,482: Remaining Funds Needed

Monitoring Upgrades Explained

Monthly Grab Samples at Swinging Bridge

- *Grab samples* consist of either a single discrete sample or individual samples collected in close succession. The sample(s) should be representative of water quality conditions at the time of collection.
- *Nitrate/nitrite*: This form of nitrogen is a favorite food of algae and can also be toxic to fish and other aquatic life. It can be introduced into the environment from human and animal waste and fertilizers.
- *Ammonia*: This form of nitrogen is also a preferred food for algae and can be toxic to fish and other aquatic life. Factors like water temperature and pH can change ammonia toxicity. Ammonia is also one of the primary pollutants of concern released from the Town of Jackson Wastewater Treatment Facility and is unregulated in the state of Wyoming.
- *Orthophosphate*: This form of phosphorus is another favorite food of algae and other aquatic plants. It is also introduced to the environment from agricultural runoff, fertilizers and wastewater.
- *Sulfate*: This nutrient is another important food for algae, comes from both manmade and natural sources and impacts the taste and odor of water.

- *Total Suspended Solids (TSS)*: TSS is a tool to measure water clarity and quantifies suspended particles in water. These fine particles originate from erosive forces across the landscape or shoreline, can impact critical biogeochemical processes in water, and can alter riverbed structure when present in excess (a current issue for Flat Creek).
- *Arsenic*: Commonly found in the environment at low levels, inorganic arsenic is toxic and chronic exposure to elevated levels can lead to cancer in humans.
- *Chloride*: A common anthropogenic source for chlorides are de-icing salts. Elevated concentrations can be toxic to fish and other aquatic life and also increases the corrosive qualities of water.
- *Calcium*: Naturally present in water, calcium dissolves from rocks like limestone. Water hardness is largely determined by calcium concentrations, and low levels can increase the toxicity of metals like lead and zinc.
- *Magnesium*: Similar to calcium, magnesium is washed off of rocks into water and contributes to water hardness.
- *Potassium*: An essential element for humans, plants and animals, potassium is naturally present in water but can be introduced in excess by fertilizers and wastewater.
- *Sodium*: Though it is naturally ubiquitous in water, excess sodium concentrations can stem from de-icing salts and increase water's corrosive abilities.

Continuous Water Chemistry at Swinging Bridge

- Continuous water chemistry data is collected by a device (sonde) that automatically measures the following four parameters:
- *Specific conductance*: A measure of the collective ion concentration of solution. As ions carry electric current, a higher specific conductance value means that more current can pass through that water.
- *Dissolved oxygen*: A measure of how much oxygen is dissolved into water and is therefore available to living aquatic organisms.
- *pH*: A measure of how acidic or basic water is.
- *Temperature*: Perhaps the most important water quality parameter of all, water temperature greatly impacts critical biogeochemical processes in water.

Continuous Temperature above Alpine

- Currently, only discharge (river flow volume) is collected at the USGS gauge just north of Alpine. Adding continuous temperature monitoring at this location will greatly increase our ability to assess water quality changes as the river passes through the canyon.

Continuous Turbidity in Flat Creek

- Lower Flat Creek (between the town and the Snake River confluence) has been impaired for 'physical substrate habitat alteration' since 2002. These poor biological conditions result from land use changes in the watershed (which often beget excess sediment entering the creek). *Turbidity* is an optical determination of clarity based on the amount of light scattered by the suspended particles. Suspended particles originating from stormwater runoff, streambank erosion, and other sources diminish water clarity.



March 27, 2023

Contact:
Matt Bambach
Water Resources Program Manager
matt@protectourwaterjh.org
203.521.2673

Our Project

The ongoing Water Quality Master Plan (WQMP), conducted by TriHydro Corporation and facilitated by Protect Our Water Jackson Hole (POWJH), Teton Conservation District, Teton County, and the Town of Jackson, is a holistic planning effort designed to assess and improve water quality conditions throughout our watershed and is set for completion in early 2024. The WQMP team has already identified the lack of continuous and shared 'baseline' data as a significant issue hampering our understanding of water quality conditions and our ability to address them in Teton County. POWJH will help fill this void by implementing fecal pathogen monitoring on both Fish Creek and Flat Creek. In the summer of 2017, a suite of *Escherichia coli* samples was collected that resulted in the establishment of impairments for both creeks in 2020. Despite this, regular sampling of each system has not occurred. Furthermore, the impact of human wastewater on bacterial contamination in each creek remains a key question for our community.

The Fish and Flat Creek Fecal Pathogen Monitoring Project will provide key baseline data on this water quality parameter of great public interest. By collecting *E. coli* and microbial source tracking samples at five locations on each stream, twice a month, between May and September (the primary contact recreation season), we will be able to assess how bacteria levels are and ascertain more information about the sources of said fecal pathogens (bacteria). We have worked directly with the Wyoming Department of Environmental Quality (WDEQ) to ensure that we are asking the best research questions, collecting necessary parameters, and doing so with procedures that meet their acceptance standards. We will be collecting three human markers, one ruminant animal marker, four cattle markers, two avian markers, one canine marker and one beaver marker (all per the suggestion and capacities of the Wyoming Public Health Lab).

Our Need

This study will provide data that can be used by local boards, legislators and the WDEQ to better protect human and ecosystem health in our community.

POWJH is requesting financial support to launch the first year of long-term monitoring on each creek. The following is a cost breakdown from Alder Environmental for monitoring between May 1, 2023 and September 30, 2023. The following is an abbreviated funding breakdown of the project:

- \$7,883 Planning and Prep
- \$40,930 *E. coli* Sampling and Data Management
- *\$24,091 PCR Sampling and Data Management
- *\$72,904 Total

**These costs will increase due to the addition of several microbial source tracking markers (described above but not included on the budget which is abbreviated above. Alder Environmental is currently working on a final budget and sampling methodology document to submit to WDEQ.*