

Regular Town Council Meeting

March 18, 2024

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

The Town reserves the right to close Public Comment via Zoom at any time. In-person comment will continue to be taken and written comments can always be submitted to Town Council by emailing: council@jacksonwy.gov.

To join, click the link or copy to your browser: <https://us02web.zoom.us/j/83306977190?pwd=OXcrTjVdXNjdW9Tb1VndUIUamJXQT09>

Or join at zoom.com with Webinar ID **833 0697 7190** and Password: **83001** or join by phone **+1 669 900 9128**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. National Service Recognition Day

III. PUBLIC COMMENT

This section is reserved for public comment about items not included in this agenda. Public comment is limited to 3 minutes. As a general practice, Council does not discuss, debate, or act on issues raised under public comment. Council may or may not discuss an issue raised under Public Comment later in the meeting during Matters from Mayor and Council at their discretion. If you would like to communicate with Council during the meeting about an item on the agenda, please wait until public comment has been called for that item. Public comment may also be submitted to Council at any time by emailing electedofficials@jacksonwy.gov.

- A. Silver Star Communications

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 4, 2024 Regular Town Council Meeting
- B. Disbursements
- C. February Municipal Court Report
- D. Teton County Search and Rescue Sewer Connection Request (E24-0012) (Brian Lenz)
- E. Wyoming Game and Fish Department Housing Sewer Services and CUA (E24-001) (Brian Lenz)
- F. Westbank Sanitation Franchise Renewal Request (Tyler Sinclair)

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

- A. Town Manager's Office
 - 1. Request for Approval of the Annual Art Plan FY24 (PM24-001) (Katelyn Page)

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

- 2. Amendment to Karns Meadow Conservation Easement (Tanya Anderson)
- B. Internal Services
 - 1. Extension of the Teton County Fairgrounds Lease Agreement (Roxanne Robinson)

VI. RESOLUTIONS

- A. Resolution 24-03: Equity Task Force Resolution (Susan Scarlata)

VII. ORDINANCES

- A. Ordinance P: Neighborhood High Density-1 (NH-1) Text Amendment (Third Reading, to be designated Ordinance 1370) - *This item will be continued to 4/15.*
- B. Ordinance Q: An Ordinance Regarding Compensation for Mayor and Council (Second Reading)

VIII. MATTERS FROM MAYOR AND COUNCIL

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. ADJOURN

Please note that at any point during the meeting, the Mayor 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.

Pledge of Allegiance

I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands,
one Nation under God, indivisible, with liberty and justice for all.

Land Acknowledgement

We recognize that the land we are gathering on is the ancestral homeland of the Mountain Shoshone People who stewarded it for thousands of years and that many other tribes also lived upon and cared for this area including the Bannock, Blackfoot, Crow, Eastern Shoshone, Gros Ventre, Nez Perce, Northern Arapaho tribes, and others. With gratitude, we honor Indigenous Peoples, past and present. We also acknowledge the sovereignty of the Native nations closest to Jackson whose land was taken through broken treaties that resulted in the creation of the Wind River and Fort Hall Indian Reservations. We recognize this acknowledgement is simply a first step. The Town of Jackson is committed to continued and informed action to connect with indigenous people.

National Service Day

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's counties, cities and tribal governments are increasingly turning to national service and volunteerism as a cost-effective strategy to meet their needs; and

WHEREAS, AmeriCorps and AmeriCorps Senior participants address the most pressing challenges facing our communities, from educating students for the jobs of the 21st century, to fighting the opioid epidemic, to responding to natural disasters, to supporting veterans and military families; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps and AmeriCorps Senior participants serve in more than 50,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service participants increase the impact of the organizations they serve, both through their direct service and by managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, ServeWyoming and AmeriCorps have helped more than 5,000 Wyoming AmeriCorps members who have served 3.7 million hours across our state and have qualified for more than \$8.1 million in education awards; and

WHEREAS, ServeWyoming and AmeriCorps shares a priority with local leaders nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, the National Association of Counties, Cities of Service, and local leaders across the country for National Service Recognition Day on March 12, 2024.

THEREFORE, BE IT RESOLVED that I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim March 12, 2024, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our community, to thank those who serve, and to find ways to give back to their communities.

DATED THIS 18th DAY OF MARCH 2024.

Town of Jackson

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk



TOWN COUNCIL PROCEEDINGS - UNAPPROVED

MARCH 4, 2024

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, Jonathan Schechter, Jim Rooks, and Jessica Sell Chambers.

STAFF: Tyler Sinclair, Roxanne DeVries Robinson, Lea Colasuonno, Floren Poliseo, Aaron Carrillo, Paul Anthony, Tyler Valentine, Tanya Anderson, Susan Scarlata, and Riley Taylor.

The Pledge of Allegiance was led by Mayor Morton Levinson. The Land Acknowledgement was read by Mayor Morton Levinson. Mayor Morton Levinson led moments of silence for Sergeant Nevada Krinkee and Kelly Kraus, and proclaimed March as Red Cross Month.

Public Comment. There was no public comment.

Consent Calendar. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to approve the consent calendar including items A-E as presented with the following motions:

- A. **Meeting Minutes.** To approve meeting minutes from the February 26, 2024 Regular Town Council Workshop and February 26, 2024 Regular Town Council Meeting.
- B. **Disbursements.** To approve the disbursements as presented. 107 WEST DESIGN, LLC \$1,375.00; ACE HARDWARE \$170.93; ADVANCED NETWORK MANAGEMENT, INC. \$17,927.80; AKIN, KARISSA \$450.00; AMAZON \$544.04; ANTLER MOTEL, INC. \$35,100.00; AULICK CHEMICAL SOLUTIONS, INC \$3,564.00; BIG R RANCH & HOME \$192.97; BISON LUMBER \$1,767.84; BRIGGS, ERIC L \$312.38; BURKHOLDER, SHAWN \$1,942.50; CENTURYLINK \$2,179.18; COLORADO DOORWAYS INC \$1,256.91; CONRAD & BISCHOFF INC. \$35,532.48; CONTROL SYSTEM TECHNOLOGY, INC. \$1,267.50; DICK ANDERSON CONSTRUCTION \$935,794.50; DISCOUNT SNOW STAKES \$1,248.60; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; E.R. OFFICE EXPRESS \$355.90; ENERGY LABORATORIES INC. \$479.00; ESRI, INC \$550.00; ETNA TRADE PARK LLC \$4,062.00; FERGUSON ENTERPRISES, INC \$77.74; GILLIG LLC \$989.97; GRAINGER \$229.19; HACH CHEMICAL CO. \$6,210.38; HIGH COUNTRY LINEN -\$11.93; IDAHO CHILD SUPPORT RECEIPTING \$564.20; INTERSTATE BATTERY \$548.80; JACKSON DOWNTOWNER, LLC \$117,319.14; JACKSON GROUP LOCKBOX \$268.30; JACKSON HOLE NEWS & GUIDE \$1,389.00; JHAM, INC. \$15,894.32; KENWORTH SALES COMPANY DEPT #1 \$133.10; KILMER'S BG DISTRIBUTING \$6,600.00; MARKMAN, JASON \$1,995.00; MEXIA, DOMINGO \$320.00; MOTOROLA SOLUTIONS, INC \$3,547.80; MSC INDUSTRIAL SUPPLY CO \$546.74; NAPA AUTO PARTS INC. \$452.43; NELSON ENGINEERING \$35,269.75; PENNY, BRAD \$202.25; PORTER'S OFFICE PRODUCTS \$50.42; PREMIER TRUCK- SALT LAKE CITY -\$3,462.30; PRITCHARD, JASON \$202.25; SCHOW'S TRUCK CENTER \$269.36; SHLIM MD, DAVID R \$1,275.00; SILVER CREEK SUPPLY \$32.91; SMITH POWER PRODUCTS, INC. \$420.28; SOSA'S JANITORIAL SERVICE \$7,200.00; SPECTRUM \$99.99; STONE, KIRK \$2,940.00; TETON MOTORS INC \$725.78; THE AFTERMARKET PARTS COMPANY, LLC \$1,910.07; THE CONNOR E FIELD TRUST \$2,575.00; US HOMES LLC \$3,120.00; UTAH SAFETY COUNCIL \$250.00; VELOCITY EHS \$3,675.57; WEST COAST CODE CONSULTANTS \$4,415.00; WEST FORK CONSTRUCTION \$3,486.65; WESTERN STATE \$13,276.50; WESTWOOD CURTIS \$236,919.56; WHITE GLOVE CLEANING, INC. \$3,158.13; WILMA D SORSBY TRUST \$3,150.00; WILSON, JOHN \$2,200.00; WY CHILD SUPPORT ENFORCEMENT \$69.22; WYDOT \$2.00; WYOMING FIRST AID & SAFETY \$209.28.
- C. **Graphic Design Contract for Town Sustainability Plan.** To approve the Contract between the Town of Jackson and Palindrome Studios and authorize the Mayor to execute it, subject to minor changes by staff.
- D. **Westlaw Legal Database Contract.** To authorize the Town Attorney to execute both the Thompson Reuters (DBA Westlaw) Contract attached hereto and the 3-year contract in October for the same services, subject to minor modifications by the Town Attorney.
- E. **Special Restriction for Workforce Ownership Housing Located at 440 W. Kelly Avenue.** To approve the Amended and Restated Special Restriction for Unit 11 Workforce Ownership Housing

Located at 440 West Kelly Condominiums Addition to the Town of Jackson, subject to minor edits by the Town Attorney, and authorize the Mayor to sign it.

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

Consideration of Consent to Abandonment of Surface Water Rights at Parkside Benson Brown Station Townhomes. Kristi Malone made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to consent to abandon the described existing surface water rights appurtenant to the land on which the Parkside at Benson-Brown Station development and Mike Yokel Park are located and have the Mayor execute the attached Consent Form. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Request for Subdivision Plat at Parkside Benson Brown Station Townhomes (P23-194). Tyler Valentine made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve Subdivision Plat (P23-194) for the Parkside at Benson Brown Station Townhomes Addition at the property located at 445 E. Kelly Avenue (existing Lots 1-6) based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated March 4, 2024. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 24-02: Sister City Relationship with Hueyotlipan, Mexico. Susan Scarlata made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to pass the attached Resolution to establish a Sister City relationship with the Town of Hueyotlipan, Mexico. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinances. A motion was made by Jonathan Schechter 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 P. An Ordinance Amending the Land Development Regulations Regarding Neighborhood High Density-1 (NH-1).

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1197 (PART), 1217, 1313, 1316, AND 1343, SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTION 2.2.9.A AND 2.2.9.E OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING NEIGHBORHOOD HIGH DENSITY-1 (NH-1) 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:

Amy Pushard made public comment. Council held discussion. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance P on second reading. Mayor Morton Levinson called for the vote. The vote showed 3-2 with Mayor Morton Levinson, Jonathan Schechter, and Arne Jorgensen in favor and Jessica Sell Chambers and Jim Rooks opposed. The motion carried.

Ordinance Q. An Ordinance Regarding Compensation for the Mayor and Council.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1315, 1252, 787, 717, 326, AND 226 AND SECTIONS 1-3 OF TOWN OF JACKSON ORDINANCE NO. 1 AND SECTION 2.08.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING COMPENSATION FOR MAYOR AND COUNCIL; 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:

Roxanne DeVries Robinson and Lea Colasuonno made staff comment. There was no public comment. Council held discussion. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance Q on first reading as presented. Mayor Morton Levinson called for the vote. The

vote showed 4-1 with Mayor Morton Levinson, Jim Rooks, Jonathan Schechter and Arne Jorgensen in favor and Jessica Sell Chambers opposed. The motion carried.

Matters from Mayor and Council. Council discussed the request to appoint a liaison to the Bison and Elk Management Plan Stakeholder Information Group. A motion was made by Mayor Morton Levinson and seconded by Arne Jorgensen to appoint Jim Rooks as the liaison to the Bison and Elk Management Plan Stakeholder Information Group. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council also discussed the Gregory Lane open house, travel to Cheyenne for the legislative session, the passing of Kelly Krause, and new community center at the Fair and Rodeo Grounds.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on the FY25 budget schedule. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter 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 Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 7:03 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: March 13, 2024

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
328	842-NCBERS GROUP WYOMIN	842032024	PAYROLL DEDUCTIONS	02/01/2024	96.00	96.00	02/29/2024
Total 328:					96.00	96.00	
51	ACE HARDWARE	857775	BROOM	02/12/2024	21.48	.00	
51	ACE HARDWARE	857803	COUPLER GREASE GUN	02/13/2024	6.99	.00	
51	ACE HARDWARE	857868	SILICONE	02/13/2024	14.99	.00	
51	ACE HARDWARE	857887	HEATER	02/13/2024	99.99	.00	
51	ACE HARDWARE	858355	SNOW SHOVEL	02/19/2024	21.99	.00	
51	ACE HARDWARE	858356	ROPE	02/19/2024	19.99	.00	
51	ACE HARDWARE	858358	ALL CLIM	02/19/2024	14.99	.00	
51	ACE HARDWARE	858672	SHOVEL	02/22/2024	34.99	.00	
51	ACE HARDWARE	858714	SPRAY PAINT	02/22/2024	99.95	.00	
51	ACE HARDWARE	858756	FILTERS	02/22/2024	215.94	.00	
51	ACE HARDWARE	858765	EPOXY AND PAINT	02/23/2024	49.46	.00	
51	ACE HARDWARE	858868	SNOW BLOWER	02/23/2024	1,889.00	.00	
51	ACE HARDWARE	859030	AQUA PATCH	02/26/2024	3,599.28	.00	
51	ACE HARDWARE	859162	SOCKET ADAPTER	02/27/2024	23.98	.00	
51	ACE HARDWARE	859736	SHOVELS	03/05/2024	184.96	.00	
Total 51:					6,297.98	.00	
6861	ADVANCED NETWORK MANAG	BD0063536	VDI UPGRADE	02/27/2024	39,039.81	.00	
Total 6861:					39,039.81	.00	
2269	AFLAC	121088	ACCOUNT #y9599	02/25/2024	2,399.87	2,399.87	02/29/2024
Total 2269:					2,399.87	2,399.87	
6524	ALPHAGRAPHICS	JX-367912	NO PARKING SIGNAGE	02/29/2024	1,314.06	.00	
Total 6524:					1,314.06	.00	
7417	ALTERNATIVE ENERGY SYSTE	22108-01	TOJ ENERGY AUDIT	03/06/2024	50,250.00	.00	
Total 7417:					50,250.00	.00	
5726	AMAZON	13CF-CHKW-G	TRAVEL ASSECORIES	03/09/2024	149.65	.00	
5726	AMAZON	16DJ-KC3T-YQ	CPAP HEADGEAR	03/04/2024	8.99	.00	
5726	AMAZON	16XG-NTK4-77	CPAP HEADGEAR	03/05/2024	16.90	.00	
5726	AMAZON	17ND-LTM-D7	BROCHURE HOLDER	02/27/2024	29.99	.00	
5726	AMAZON	1C4L-DQM9-X	APPLE MAGIC KEYBOARD	10/27/2021	179.00	.00	
5726	AMAZON	1C6J-4VJG-13	CAMERA BACKPACKS	02/29/2024	1,237.70	.00	
5726	AMAZON	1CVH-WDXV-1	WIRELESS MOUSE	02/29/2024	359.90	.00	
5726	AMAZON	1CYR-WN4H-3	THUNDERBOLD CABLE	01/08/2024	239.97	.00	
5726	AMAZON	1HDT-41WM-H	CREDIT	03/07/2024	62.00-	.00	
5726	AMAZON	1QQP-NKN1-1	PACKING CUBES	02/29/2024	159.68	.00	
5726	AMAZON	1RCF-QLH4-1	VACUUM	03/05/2024	219.00	.00	
5726	AMAZON	1T9C-6LH4-9T	PAPER TOWELS	02/16/2024	56.40	.00	
5726	AMAZON	1TPL-QH6K-W	THUNDERBOLT DOCK	10/27/2021	299.95	.00	
5726	AMAZON	1WTM-MDHN-	SHARPIES	03/02/2024	30.30	.00	
5726	AMAZON	1XGV-F694-TL	TRAVEL ASSESSORIES	03/11/2024	770.65	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	1YCQ-M9D1-Q	PACKING CUBES AND TRAVEL	03/03/2024	4,548.45	.00	
Total 5726:					8,244.53	.00	
7221	ANDERS GLASS AND TINT	1161	WINDSHIELD	01/10/2024	420.00	.00	
Total 7221:					420.00	.00	
1783	AT&T	287259163099	charges for account 25725916309	02/08/2024	1,097.47	.00	
1783	AT&T	287272169264	MONTHLY ACCOUNT 287272169	02/20/2024	43.23	.00	
1783	AT&T	287297975460	MONTHLY ACCOUNT 287279795	02/11/2024	251.88	.00	
Total 1783:					1,392.58	.00	
6583	BESTDRIVE IDAHO FALLS	29005145	TIRES	12/15/2023	12,174.36	.00	
6583	BESTDRIVE IDAHO FALLS	29005150	TIRES	12/15/2023	1,322.16	.00	
6583	BESTDRIVE IDAHO FALLS	29005327	DIRES	02/05/2024	1,984.44	.00	
Total 6583:					15,480.96	.00	
7394	BOLAND, ANITA	030724	MARCH RENT	03/07/2024	2,200.00	.00	
Total 7394:					2,200.00	.00	
7416	BUCHANAN, ALEXANDER	022924	BAIL R EFUND CASE 24-01-0060	02/29/2024	740.00	740.00	02/29/2024
Total 7416:					740.00	740.00	
7077	BURKHOLDER, SHAWN	030724	MARCH RENT	03/07/2024	1,942.50	.00	
Total 7077:					1,942.50	.00	
5	CARQUEST AUTO PARTS INC.	6090-643586	DRIVEWAY CLEANER	02/23/2024	33.18	.00	
Total 5:					33.18	.00	
102	CASELLE INC.	129613	ESCROW 2024	12/15/2023	200.00	.00	
102	CASELLE INC.	131284	CONTRACT SUPPORT	03/01/2024	1,897.00	.00	
Total 102:					2,097.00	.00	
10	CASH	030824	CASH SHORT	03/08/2024	3.90	.00	
10	CASH	030824	RECORDING and filing	03/08/2024	114.00	.00	
10	CASH	030824	OFFICE SUPPLIES	03/08/2024	38.16	.00	
10	CASH	030824	POSTAGE	03/08/2024	22.19	.00	
Total 10:					178.25	.00	
544	CENTURYLINK	307-733-3106	307-733-3106 742B	02/13/2024	48.72	.00	
544	CENTURYLINK	676736761	Monthly bill for account 75912352	02/20/2024	137.80	.00	
Total 544:					186.52	.00	
6799	CHAMBERS, JESSICA	030524	AIRFARE REIMBURSEMENT AU	03/05/2024	1,850.00	.00	
Total 6799:					1,850.00	.00	
7089	CHARLIE'S PLUMBING OF JH	11478	SERVICE CALL	02/20/2024	325.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7089:					325.00	.00	
5967	CITY OF DRIGGS	BBSTART2024	BUS BARN RENT MARCH	02/28/2024	2,641.80	.00	
Total 5967:					2,641.80	.00	
260	COMMUNITY SAFETY NETWORK	030124	CONTRACT SERVICES	03/01/2024	17,500.00	.00	
Total 260:					17,500.00	.00	
514	CONRAD & BISCHOFF INC.	IN-943428-24	DSL FUEL	02/28/2024	32,307.08	.00	
Total 514:					32,307.08	.00	
4887	CONTROL SYSTEM TECHNOLO	11126	WWTP CONTROL SERVICE	02/26/2024	1,267.50	.00	
4887	CONTROL SYSTEM TECHNOLO	11128	WWTP CONTROL SERVICE	02/26/2024	967.50	.00	
4887	CONTROL SYSTEM TECHNOLO	11138	WWTP	03/04/2024	300.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11139	WATER SCADA	03/04/2024	300.00	.00	
Total 4887:					2,835.00	.00	
1691	CORE & MAIN LP	U385462	METERS	02/16/2024	22,055.00	.00	
Total 1691:					22,055.00	.00	
6409	CUES	970016631	GN182 WAVLINK DOCKING STA	03/07/2024	225.17	.00	
Total 6409:					225.17	.00	
6243	DAY WIRELESS SYSTEMS	INV806835	PROGRAMMING OF RADIOS	12/27/2023	7,000.00	.00	
Total 6243:					7,000.00	.00	
4918	DEAN'S PEST CONTROL LLC	88254	WWTP	02/08/2024	110.00	.00	
4918	DEAN'S PEST CONTROL LLC	88597	PW BUILDING	02/09/2024	60.00	.00	
4918	DEAN'S PEST CONTROL LLC	88628	START BUS BARN	02/17/2024	100.00	.00	
Total 4918:					270.00	.00	
148	DELL	10735204891	OPTI PLEX MICRO	03/05/2024	11,470.86	.00	
Total 148:					11,470.86	.00	
6883	DIVISION OF CHILD SUPPORT	030824	DCSE CASE #0005405448	03/08/2024	509.23	509.23	03/07/2024
Total 6883:					509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	030124	Crime Victim SurchAGE	03/01/2024	900.00	.00	
Total 2175:					900.00	.00	
3408	E.R. OFFICE EXPRESS	22086	TALL OFFICE CHAIR	02/23/2024	622.51	.00	
3408	E.R. OFFICE EXPRESS	22112	DRYLINE GRIP COURRECTION	03/05/2024	23.52	.00	
3408	E.R. OFFICE EXPRESS	LL0973	CHAIR MAINTENANCE	02/13/2024	10.00	.00	
Total 3408:					656.03	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5223	ENERGY CONSERVATION WOR	010424	CONTRACT	01/04/2024	8,750.00	.00	
5223	ENERGY CONSERVATION WOR	010424	CONTRACT	01/04/2024	8,750.00	.00	
Total 5223:					17,500.00	.00	
1134	ENERGY LABORATORIES INC.	614340	INFLUENT AND EFFLUENT	02/26/2024	479.00	.00	
1134	ENERGY LABORATORIES INC.	614370	EFFLUENT	02/27/2024	621.00	.00	
1134	ENERGY LABORATORIES INC.	615009	INFLUENT AND EFFLUENT	02/29/2024	479.00	.00	
1134	ENERGY LABORATORIES INC.	615762	WORK ORDER	03/04/2024	125.00	.00	
Total 1134:					1,704.00	.00	
6748	ENNIS-FLINT, INC	280734	TORNADO TORCH	02/20/2024	681.98	.00	
Total 6748:					681.98	.00	
6552	ETNA TRADE PARK LLC	030724	MARCH RENT	03/07/2024	4,062.00	.00	
Total 6552:					4,062.00	.00	
7419	EVERGREEN PSYCHIATRY, LLC	030124	REFUND BUSINESS LICENSE A	03/01/2024	164.00	.00	
Total 7419:					164.00	.00	
6802	FALL RIVER PROPANE	2600744	PROPANE	02/22/2024	1,455.40	.00	
Total 6802:					1,455.40	.00	
7168	FALL RIVER RURAL ELECTIC	51773001 0220	ELECTRIC CHATHAM LOOP 101	02/20/2024	78.82	.00	
Total 7168:					78.82	.00	
3195	FERGUSON ENTERPRISES, IN	2010194	1.28 GAL EXP	10/31/2023	333.71	.00	
Total 3195:					333.71	.00	
4859	Flowpoint Envirnmental systems	SU6604	SOFTWARE MAINTENANCE	02/07/2024	1,095.00	.00	
Total 4859:					1,095.00	.00	
668	FREEDOM MAILING SERVICE I	47171	UTILITY BILLING	02/06/2024	903.04	.00	
668	FREEDOM MAILING SERVICE I	47171	UTILITY BILLING	02/06/2024	903.04	.00	
Total 668:					1,806.08	.00	
4212	GILLIG LLC	41141857	SKIRT PANEL	02/16/2024	9.58	.00	
4212	GILLIG LLC	41143146	SKIRT PANEL	02/21/2024	28.74	.00	
Total 4212:					38.32	.00	
7422	GREENLEAF, DAWSON	022924	TRAVEL EXPENSES	02/29/2024	350.00	.00	
Total 7422:					350.00	.00	
4705	GYM OUTFITTERS INC	10129	EXCERCISE EQUIPMENT	02/22/2024	7,493.00	.00	
Total 4705:					7,493.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6913	H & R ENTERPRISES, LLC	552	JHPD LOGO EMBROIDERY	03/11/2024	1,138.20	.00	
Total 6913:					1,138.20	.00	
93	HACH CHEMICAL CO.	13929933	SENSORS	02/20/2024	6,382.10	.00	
Total 93:					6,382.10	.00	
7421	HARRINGTON, RAY	030124	TRAVEL REIMBURSE	03/01/2024	350.00	.00	
Total 7421:					350.00	.00	
96	HIGH COUNTRY LINEN	0409522	MATS @ SHELTER	11/08/2023	82.65	.00	
96	HIGH COUNTRY LINEN	0411515	MATS @ SHELTER	11/22/2023	82.65	.00	
96	HIGH COUNTRY LINEN	0424973	MATS @ TOWN HALL	02/13/2024	285.20	.00	
96	HIGH COUNTRY LINEN	0425071	MATS @ SHELTER	02/14/2024	81.15	.00	
96	HIGH COUNTRY LINEN	0425316	FLEET	02/15/2024	30.79	.00	
96	HIGH COUNTRY LINEN	0425316	STREET	02/15/2024	33.24	.00	
96	HIGH COUNTRY LINEN	0425316	ADMIN	02/15/2024	10.82	.00	
96	HIGH COUNTRY LINEN	0425316	BUILDING MAINT	02/15/2024	19.49	.00	
96	HIGH COUNTRY LINEN	0425316	WWTP	02/15/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0425316	shop SUPPLIES	02/15/2024	51.85	.00	
96	HIGH COUNTRY LINEN	0425316	FACILITY	02/15/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0425316	WATER	02/15/2024	29.21	.00	
96	HIGH COUNTRY LINEN	0425316	SEWER	02/15/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0425316	ADMIN	02/15/2024	8.18	.00	
96	HIGH COUNTRY LINEN	0425316	CREDIT	02/15/2024	5.70-	.00	
96	HIGH COUNTRY LINEN	0425845	GARBAGE BAGS	02/19/2024	11.28	.00	
96	HIGH COUNTRY LINEN	0425850	MATS @ HOME RANCH	02/19/2024	22.55	.00	
96	HIGH COUNTRY LINEN	0426239	MATS @ WWTP	02/21/2024	64.41	.00	
96	HIGH COUNTRY LINEN	0426474	STREET	02/22/2024	33.24	.00	
96	HIGH COUNTRY LINEN	0426474	WATER	02/22/2024	29.21	.00	
96	HIGH COUNTRY LINEN	0426474	ADMIN	02/22/2024	8.18	.00	
96	HIGH COUNTRY LINEN	0426474	CREDIT	02/22/2024	5.70-	.00	
96	HIGH COUNTRY LINEN	0426474	FLEET	02/22/2024	30.79	.00	
96	HIGH COUNTRY LINEN	0426474	BUILDING MAINT	02/22/2024	32.69	.00	
96	HIGH COUNTRY LINEN	0426474	WWTP	02/22/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0426474	SEWER	02/22/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0426474	ADMIN	02/22/2024	10.82	.00	
96	HIGH COUNTRY LINEN	0426474	SHOP SUPPLIES	02/22/2024	51.85	.00	
96	HIGH COUNTRY LINEN	0426474	FACILITY	02/22/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0426953	MATS @ START	02/26/2024	230.56	.00	
96	HIGH COUNTRY LINEN	0427400	MATS @ SHELTER	02/28/2024	81.15	.00	
96	HIGH COUNTRY LINEN	S0424042	CLEANING SUPPLIES	02/07/2024	161.29	.00	
Total 96:					1,538.35	.00	
6041	HOLE FOOD RESCUE	030424	CONTRACT	03/04/2024	6,250.00	.00	
Total 6041:					6,250.00	.00	
4736	IDAHO CHILD SUPPORT RECEI	030824	case#426985	03/08/2024	564.20	564.20	03/07/2024
Total 4736:					564.20	564.20	
36	IDAHO STATE TAX COMMISSIO	022924	FEBRUARY WITHHOLDINGS	02/29/2024	5,048.00	5,048.00	02/29/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 36:					5,048.00	5,048.00	
106	INTERSTATE BATTERY	250001505	BATTERIES	02/27/2024	291.90	.00	
Total 106:					291.90	.00	
6954	IVY OUTDOOR SERVICES LLC	0000073	FEBRUARY TOWN TRASH	03/01/2024	6,525.00	.00	
Total 6954:					6,525.00	.00	
2	JACKSON CURBSIDE INC.	00031609	RECYCLING	02/10/2024	795.00	.00	
2	JACKSON CURBSIDE INC.	00031633	RECYCLING	02/10/2024	225.00	.00	
2	JACKSON CURBSIDE INC.	00031639	DOWNTOWN RECYCLING	02/10/2024	1,130.00	.00	
Total 2:					2,150.00	.00	
7163	JACKSON GROUP LOCKBOX	661171IF	FILTERS	02/07/2024	1,023.00	.00	
7163	JACKSON GROUP LOCKBOX	662662IF	FUEL FILTERS	02/27/2024	155.24	.00	
7163	JACKSON GROUP LOCKBOX	662717IF	FILTERS	02/27/2024	815.45	.00	
Total 7163:					1,993.69	.00	
44	JACKSON HOLE CHAMBER	79409	CHAMBER MIXER PUBLIC WOR	01/31/2024	500.00	.00	
Total 44:					500.00	.00	
6477	Jackson Hole Childrens Museum	230	3RD QUARTER GRANT	03/06/2024	5,000.00	.00	
Total 6477:					5,000.00	.00	
67	JACKSON HOLE HISTORICAL S	030124	CONTRACT	03/01/2024	5,000.00	.00	
67	JACKSON HOLE HISTORICAL S	030124	CONTRACT	03/01/2024	7,500.00	.00	
Total 67:					12,500.00	.00	
6474	JACKSON HOLE LAW, PC	2185	PROSECUTION SERVICES FEB	02/29/2024	3,505.00	.00	
Total 6474:					3,505.00	.00	
131	JACKSON HOLE NEWS & GUID	362274	AD#ANIMAL SHELTER	02/07/2024	167.40	.00	
131	JACKSON HOLE NEWS & GUID	362853	AD#425385	02/28/2024	325.00	.00	
131	JACKSON HOLE NEWS & GUID	362900	AD#425560	02/28/2024	38.00	.00	
131	JACKSON HOLE NEWS & GUID	363163	AD#425650	03/06/2024	325.00	.00	
131	JACKSON HOLE NEWS & GUID	363228	AD#425682	03/06/2024	896.00	.00	
131	JACKSON HOLE NEWS & GUID	363229	AD#425750	03/06/2024	672.00	.00	
Total 131:					2,423.40	.00	
114	JACKSON LUMBER INC	0000966808-0	LATH	02/26/2024	36.75	.00	
Total 114:					36.75	.00	
139	JORGENSEN ASSOCIATES, PC	53173	CORE SERVICE APP#18	02/26/2024	36,061.25	.00	
Total 139:					36,061.25	.00	
2485	KENWORTH SALES COMPANY	004P34109	MINIBAR LIGHTS	02/20/2024	689.60	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2485:					689.60	.00	
7418	LARAMIE COUNTY SHERIFF'S	030724	TRAINING COSTS	03/07/2024	108.72	.00	
Total 7418:					108.72	.00	
2224	LOCAL GOV'T LIABILITY POOL	14897	AA240030 ROGER COBB	02/27/2024	516.05	.00	
Total 2224:					516.05	.00	
156	LOWER VALLEY ENERGY INC	92050-002 02-	3150 S ADAMS CANYON DR, JA	02/23/2024	357.32	.00	
156	LOWER VALLEY ENERGY INC	92050-003 02-	SPRUCE DR PUMP HOUSE, JA	02/23/2024	290.29	.00	
156	LOWER VALLEY ENERGY INC	92050-005 02-	CACHE KUDAR LT, JACKSON,	02/23/2024	62.46	.00	
156	LOWER VALLEY ENERGY INC	92050-006 02-	N CACHE ST LIGHTING, JACKS	02/23/2024	33.17	.00	
156	LOWER VALLEY ENERGY INC	92050-008 02-	CEMETERY, JACKSON, WY 20	02/23/2024	118.62	.00	
156	LOWER VALLEY ENERGY INC	92050-010 02-	ELY SPRINGS RD WELL 6,7,8, J	02/23/2024	1,287.89	.00	
156	LOWER VALLEY ENERGY INC	92050-014 02-	135 E BROADWAY AVE HEAT TA	02/23/2024	18.12	.00	
156	LOWER VALLEY ENERGY INC	92050-016 02-	210 N CACHE ST HOME RANCH	02/23/2024	59.36	.00	
156	LOWER VALLEY ENERGY INC	92050-017 02-	WASTE WATER TRTMT INTERM	02/23/2024	212.13	.00	
156	LOWER VALLEY ENERGY INC	92050-019 02-	RANGEVIEW DR LIFT PUMP CO	02/23/2024	99.10	.00	
156	LOWER VALLEY ENERGY INC	92050-020 02-	S HWY 89 PATHWAY TUNNEL LT	02/23/2024	34.14	.00	
156	LOWER VALLEY ENERGY INC	92050-021 02-	150 E PEARL AVE, JACKSON, W	02/23/2024	1,767.66	.00	
156	LOWER VALLEY ENERGY INC	92050-023 02-	RANGEVIEW DR LOTS 18,19 LT	02/23/2024	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-024 02-	1605 BERGER LN SEWER LIFT	02/23/2024	28.46	.00	
156	LOWER VALLEY ENERGY INC	92050-025 02-	450 W SNOW KING AVE NEW S	02/23/2024	1,010.64	.00	
156	LOWER VALLEY ENERGY INC	92050-026 02-	450 W SNOW KING AVE SHOP, J	02/23/2024	378.20	.00	
156	LOWER VALLEY ENERGY INC	92050-027 02-	RANGEVIEW DR LOTS 20,21 LT	02/23/2024	18.83	.00	
156	LOWER VALLEY ENERGY INC	92050-028 02-	RANGEVIEW DR LOTS 26,27 LT	02/23/2024	18.90	.00	
156	LOWER VALLEY ENERGY INC	92050-030 02-	RANGEVIEW DR LOTS 95,96 LT	02/23/2024	18.64	.00	
156	LOWER VALLEY ENERGY INC	92050-031 02-	MOUNTAIN VIEW LN LOT 38,39	02/23/2024	18.83	.00	
156	LOWER VALLEY ENERGY INC	92050-032 02-	LILAC LN LOTS 88, 89 LTS, JAC	02/23/2024	18.56	.00	
156	LOWER VALLEY ENERGY INC	92050-034 02-	LILAC LN LOTS 80, 81 LTS, JAC	02/23/2024	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-035 02-	RANGEVIEW DR LOTS 41,42 LT	02/23/2024	20.50	.00	
156	LOWER VALLEY ENERGY INC	92050-036 02-	RANGEVIEW DR LOTS 12,13 LT	02/23/2024	16.70	.00	
156	LOWER VALLEY ENERGY INC	92050-039 02-	LILAC LN LOTS 86, 87 LTS, JAC	02/23/2024	18.50	.00	
156	LOWER VALLEY ENERGY INC	92050-040 02-	CORNER CREEK & LILAC LOTS	02/23/2024	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-041 02-	LILAC & DAISY LOTS 99, 101 LT	02/23/2024	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-043 02-	CORNER CREEK LOTS 68,69 LT,	02/23/2024	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-044 02-	SNOW KING ESTATES BOOSTE	02/23/2024	231.32	.00	
156	LOWER VALLEY ENERGY INC	92050-045 02-	TOWN SQUARE LIGHTS, JACKS	02/23/2024	274.78	.00	
156	LOWER VALLEY ENERGY INC	92050-047 02-	WASTE WATER TRTMT UV BLD	02/23/2024	255.44	.00	
156	LOWER VALLEY ENERGY INC	92050-049 02-	WASTE WATER TRTMT PTB 545	02/23/2024	9,416.16	.00	
156	LOWER VALLEY ENERGY INC	92050-050 02-	2 MG TANK, JACKSON, WY 200	02/23/2024	22.56	.00	
156	LOWER VALLEY ENERGY INC	92050-051 02-	WELL #5 KARNS MEADOW DR,	02/23/2024	2,559.22	.00	
156	LOWER VALLEY ENERGY INC	92050-052 02-	675 E BROADWAY AVE WELL #1	02/23/2024	19.49	.00	
156	LOWER VALLEY ENERGY INC	92050-053 02-	WELLS #2 & #3, JACKSON, WY	02/23/2024	2,412.00	.00	
156	LOWER VALLEY ENERGY INC	92050-054 02-	CITY WELL ELK REF 1, JACKSO	02/23/2024	97.98	.00	
156	LOWER VALLEY ENERGY INC	92050-055 02-	CITY WELL ELK REF 2, JACKSO	02/23/2024	61.03	.00	
156	LOWER VALLEY ENERGY INC	92050-059 02-	440 W SNOW KING AVE POLICE	02/23/2024	293.08	.00	
156	LOWER VALLEY ENERGY INC	92050-060 02-	400 W SNOW KING AVE S GAR,	02/23/2024	1,376.49	.00	
156	LOWER VALLEY ENERGY INC	92050-061 02-	400 W SNOW KING AVE PUBLIC	02/23/2024	1,632.19	.00	
156	LOWER VALLEY ENERGY INC	92050-074 02-	CRABTREE LN THAW WELL #2,	02/23/2024	28.00	.00	
156	LOWER VALLEY ENERGY INC	92050-075 02-	HIGH SCHOOL RD THAW WELL	02/23/2024	28.93	.00	
156	LOWER VALLEY ENERGY INC	92050-078 02-	145 W HANSEN AVE FRONT, JA	02/23/2024	187.48	.00	
156	LOWER VALLEY ENERGY INC	92050-079 02-	145 W HANSEN AVE BACK, JAC	02/23/2024	183.46	.00	
156	LOWER VALLEY ENERGY INC	92050-081 02-	IRR CONTROL & LTS PEARL ST,	02/23/2024	25.10	.00	
156	LOWER VALLEY ENERGY INC	92050-082 02-	400 W SNOW KING AVE E STOR	02/23/2024	692.16	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-090 02-	955 MAPLE WAY, JACKSON, WY	02/23/2024	175.28	.00	
156	LOWER VALLEY ENERGY INC	92050-092 02-	3150 S ADAMS CANYON DR ANI	02/23/2024	597.47	.00	
156	LOWER VALLEY ENERGY INC	92050-102 02-	145 W HANSEN AVE FRONT, JA	02/23/2024	77.29	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	02/23/2024	1,899.91	.00	
156	LOWER VALLEY ENERGY INC	92050-106 02-	940 SIMON LN, JACKSON, WY	02/23/2024	298.01	.00	
156	LOWER VALLEY ENERGY INC	92050-111 02-2	PEARL & WILLOW ST LTS, JACK	02/23/2024	19.99	.00	
156	LOWER VALLEY ENERGY INC	92050-114 02-2	210 N CACHE ST HOME RANCH	02/23/2024	489.37	.00	
156	LOWER VALLEY ENERGY INC	92050-126 02-	SPRING WATER LN LIFT STATIO	02/23/2024	33.07	.00	
156	LOWER VALLEY ENERGY INC	92050-127 02-	3337 S CODY CREEK DR LIFT S	02/23/2024	355.99	.00	
156	LOWER VALLEY ENERGY INC	92050-130 02-	3 CREEK RANCH AFFORDABLE	02/23/2024	25.10	.00	
156	LOWER VALLEY ENERGY INC	92050-131 02-	195 E DELONEY AVE RESTROO	02/23/2024	432.49	.00	
156	LOWER VALLEY ENERGY INC	92050-132 02-	160 S MILLWARD ST PARKING	02/23/2024	2,032.74	.00	
156	LOWER VALLEY ENERGY INC	92050-134 02-	160 S MILLWARD ST PARKING	02/23/2024	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-332 02-	185 N GLENWOOD ST LTS, JAC	02/23/2024	16.31	.00	
156	LOWER VALLEY ENERGY INC	92050-334 02-	JOSEPHINE LOOP LOT 15 LIFT	02/23/2024	117.91	.00	
156	LOWER VALLEY ENERGY INC	92050-336 02-	HIDDEN RANCH PATHWAY TUN	02/23/2024	22.00	.00	
156	LOWER VALLEY ENERGY INC	92050-341 02-	210 N CACHE ST HOME RANCH	02/23/2024	177.80	.00	
156	LOWER VALLEY ENERGY INC	92050-342 02-	25 S REDMOND ST LT PEDESTA	02/23/2024	37.77	.00	
156	LOWER VALLEY ENERGY INC	92050-345 02-	930 SIMON LN, JACKSON, WY	02/23/2024	173.92	.00	
156	LOWER VALLEY ENERGY INC	92050-353 02-	W DELONEY & BROADWAY LTS,	02/23/2024	96.13	.00	
156	LOWER VALLEY ENERGY INC	92050-355 02-	S CACHE SE OF CENTER ARTS	02/23/2024	81.46	.00	
156	LOWER VALLEY ENERGY INC	92050-356 02-	55 KARNS MEADOW DR START	02/23/2024	7,523.67	.00	
156	LOWER VALLEY ENERGY INC	92050-357 02-	55 KARNS MEADOW DR START	02/23/2024	4,286.95	.00	
156	LOWER VALLEY ENERGY INC	92050-358 02-	650 W BROADWAY PATHWAY LT	02/23/2024	81.01	.00	
156	LOWER VALLEY ENERGY INC	92050-359 02-	MILLER PARK PARKING LOT CH	02/23/2024	187.79	.00	
156	LOWER VALLEY ENERGY INC	92050-360 02-	1035 W BROADWAY AVE PATH	02/23/2024	33.63	.00	
156	LOWER VALLEY ENERGY INC	92050-361 02-	625 W BROADWAY AVE NEW P	02/23/2024	23.81	.00	
156	LOWER VALLEY ENERGY INC	92050-362 02-	STELLARIA LN/S HWY 89 LIGHT	02/23/2024	20.84	.00	
156	LOWER VALLEY ENERGY INC	92050-363 02-	455 VINE ST UTIL, JACKSON, W	02/23/2024	65.75	.00	
156	LOWER VALLEY ENERGY INC	92050-364 02-	65 VIRGINIAN LN #5, JACKSON,	02/23/2024	77.77	.00	
156	LOWER VALLEY ENERGY INC	92050-365 02-	65 VIRGINIAN LN #7, JACKSON,	02/23/2024	97.03	.00	
156	LOWER VALLEY ENERGY INC	92050-367 02-	455 VINE ST APT #3, JACKSON,	02/23/2024	59.98	.00	
156	LOWER VALLEY ENERGY INC	92050-368 02-	455 VINE ST APT #4, JACKSON,	02/23/2024	73.68	.00	
156	LOWER VALLEY ENERGY INC	92050-370 02-	2022 WILDFLOWER CT, JACKS	02/23/2024	182.23	.00	
156	LOWER VALLEY ENERGY INC	92050-371 02-	2022 WILDFLOWER CT, JACKS	02/23/2024	53.24	.00	
156	LOWER VALLEY ENERGY INC	92050-374 02-	455 VINE ST APT #1, JACKSON,	02/23/2024	100.69	.00	
156	LOWER VALLEY ENERGY INC	92050-375 02-	155 E PEARL AVE, JACKSON, W	02/23/2024	23.29	.00	
156	LOWER VALLEY ENERGY INC	92050-376 02-	149 E PEARL AVE, JACKSON, W	02/23/2024	181.71	.00	
156	LOWER VALLEY ENERGY INC	92050-378 02-	145 E PEARL AVE #A EAST, JAC	02/23/2024	114.36	.00	
156	LOWER VALLEY ENERGY INC	92050-382 02-	BUDGE DR LT SYSTEM, JACKS	02/23/2024	20.96	.00	
156	LOWER VALLEY ENERGY INC	92050-383 02-	SNOW KING DR WATER TANK C	02/23/2024	20.77	.00	
156	LOWER VALLEY ENERGY INC	92050-385 02-	85 N SPRING GULCH RD SPRIN	02/23/2024	305.81	.00	
156	LOWER VALLEY ENERGY INC	92050-388 02-	121 SHERWOOD CT BLDG 2 BU	02/23/2024	53.67	.00	
156	LOWER VALLEY ENERGY INC	92050-389 02-	1640 MARTIN LN LIFT STATION,	02/23/2024	27.56	.00	
156	LOWER VALLEY ENERGY INC	92050-390 02-	400 W SNOW KING AVE HOUSI	02/23/2024	214.74	.00	
156	LOWER VALLEY ENERGY INC	92050-391 02-	400 W SNOW KING AVE PARK M	02/23/2024	774.92	.00	
156	LOWER VALLEY ENERGY INC	92050-392 02-	400 W SNOW KING AVE ADMIN,	02/23/2024	817.71	.00	
156	LOWER VALLEY ENERGY INC	92050-393 02-	400 W SNOW KING AVE EMPLO	02/23/2024	809.96	.00	
156	LOWER VALLEY ENERGY INC	92050-395 02-	145 E PEARL AVE #C LOFT, JAC	02/23/2024	72.02	.00	
156	LOWER VALLEY ENERGY INC	92050-396 02-	145 E PEARL AVE HSE/CMN, JA	02/23/2024	121.47	.00	
156	LOWER VALLEY ENERGY INC	92050-397 02-	145 E PEARL AVE #B WEST, JA	02/23/2024	75.00	.00	
156	LOWER VALLEY ENERGY INC	92050-398 02-	155 E PEARL AVE, JACKSON, W	02/23/2024	102.30	.00	
156	LOWER VALLEY ENERGY INC	92050-399 02-	155 E PEARL AVE, JACKSON, W	02/23/2024	143.79	.00	
156	LOWER VALLEY ENERGY INC	92050-401 02-	455 VINE ST APT #2, JACKSON,	02/23/2024	131.12	.00	
156	LOWER VALLEY ENERGY INC	92050-405 02-	3585 S CANADIAN DR, JACKSO	02/23/2024	204.41	.00	
156	LOWER VALLEY ENERGY INC	92050-406 02-	3585 S CANADIAN DR, JACKSO	02/23/2024	25.14	.00	
156	LOWER VALLEY ENERGY INC	92050-407 02-	130 E KELLY AVE #23, JACKSO	02/23/2024	57.88	.00	
156	LOWER VALLEY ENERGY INC	92050-409 02-	6905 W HWY 22 RENTAL, WILS	02/23/2024	177.29	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-411 02-2	1540 MARTIN LN H-FRAME MET	02/23/2024	20.38	.00	
156	LOWER VALLEY ENERGY INC	92050-413 02-	76 E CIRCLE DR, THAYNE, WY	02/23/2024	135.37	.00	
156	LOWER VALLEY ENERGY INC	92050-416 02-	350 N MILLWARD ST #5, JACKS	02/23/2024	35.41	.00	
156	LOWER VALLEY ENERGY INC	92050-417 02-	105 MERCILL AVE LCP ST LT, JA	02/23/2024	26.00	.00	
Total 156:					50,512.55	.00	
7304	MACEDA, VERONICA	030124	RESTITUTION PAYMENT 23-07-	03/01/2024	2,392.21	.00	
Total 7304:					2,392.21	.00	
6403	MARKEE ESCROW SERVICES, I	033124	LOAN PAYMENT 800009	03/01/2024	52,552.08	.00	
Total 6403:					52,552.08	.00	
7112	MARKMAN, JASON	030724	APRIL RENT	03/07/2024	1,995.00	.00	
Total 7112:					1,995.00	.00	
7359	MCCLURE, ANN	022324	TRAVEL EXPENSES	02/23/2024	78.68	.00	
Total 7359:					78.68	.00	
7230	MEAD & HUNT	362106	JAC SHUTTLE PILOT STUDY	02/13/2024	4,748.75	.00	
Total 7230:					4,748.75	.00	
258	MENTAL HEALTH & RECOVERY	11115	CONTRACT SERVICES	01/31/2024	45,257.62	.00	
Total 258:					45,257.62	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6609548015	STREET TEE	02/07/2024	57.34	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6642708006	STREET TEE	02/07/2024	41.23	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6688875002	STREET TEE	02/07/2024	41.23	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6688875003	PARTS	02/14/2024	7.40	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6722433002	STREET TEE	02/07/2024	41.23	.00	
Total 4623:					188.43	.00	
7371	MUNGER MOUNTAIN SNOW RE	2252	SNOW REMOVAL	02/29/2024	800.00	.00	
Total 7371:					800.00	.00	
257	NAPAAUTO PARTS INC.	200291	BREAKER	02/08/2024	53.88	.00	
257	NAPAAUTO PARTS INC.	201511	ATO OKATUBUM KIT	02/15/2024	296.75	.00	
257	NAPAAUTO PARTS INC.	202676	COPPER SILI	02/21/2024	22.58	.00	
257	NAPAAUTO PARTS INC.	203595	FILTERS	02/26/2024	301.64	.00	
257	NAPAAUTO PARTS INC.	203625	FILTERS	02/26/2024	133.26	.00	
257	NAPAAUTO PARTS INC.	203811	MULTIVEHICLE	02/27/2024	548.51	.00	
257	NAPAAUTO PARTS INC.	204008	FILTERS	02/28/2024	26.66	.00	
Total 257:					1,383.28	.00	
187	NELSON ENGINEERING	63784	23-302-01 TOJ THAW WELL 10	02/26/2024	1,737.50	.00	
187	NELSON ENGINEERING	63852	22-278 TOJ SEWER	02/29/2024	315.00	.00	
Total 187:					2,052.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1504	ONE CALL OF WYOMING	70554	FEBRUARY TICKETS	03/07/2024	10.87	.00	
1504	ONE CALL OF WYOMING	70554	FEBRUARY TICKETS	03/07/2024	10.88	.00	
Total 1504:					21.75	.00	
7070	PEAK WATER SERVICES, LLC	INVPWS2240	CONTRACT SERVICES	02/15/2024	9,000.00	.00	
7070	PEAK WATER SERVICES, LLC	INVPWS2286	SERVICE	02/27/2024	6,040.01	.00	
Total 7070:					15,040.01	.00	
7090	PORT53 TECHNOLOGIES, INC	11051	DUO MFA EDITION	03/08/2024	4,590.00	.00	
Total 7090:					4,590.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	78753067	TO CORRECT	09/27/2023	1,982.67	1,982.67	03/05/2024
6483	PREMIER TRUCK- SALT LAKE C	78753067	SERVICE CALL	09/27/2023	1,982.67	1,982.67	03/05/2024
6483	PREMIER TRUCK- SALT LAKE C	CM775575356	CORE CREDIT	02/16/2024	1,396.50	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775575356	CORE CREDIT	02/16/2024	1,396.50-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775577009	CORE CREDIT	02/16/2024	83.13-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775577009	CORE CREDIT	02/16/2024	83.13	.00	
Total 6483:					3,965.34	3,965.34	
7423	RON TURLY ASSOCIATES INC	66711	FLEET VALET SYSTEM AND PRI	02/26/2024	47,069.00	.00	
Total 7423:					47,069.00	.00	
4723	RON'S TOWING LLC	24-32806	TOW	02/23/2024	600.00	.00	
Total 4723:					600.00	.00	
7200	ROOKS, JAMES	031124	TRAVEL EXPENSES TO CHEYE	03/11/2024	1,030.74	.00	
Total 7200:					1,030.74	.00	
861	ROTARY CLUB OF JACKSON H	030524	Application Fee Tyler Sinclair	03/05/2024	65.00	65.00	03/05/2024
Total 861:					65.00	65.00	
6629	SCARLATA, SUSAN	022824	TRAVEL EXPENSES	02/28/2024	577.20	.00	
Total 6629:					577.20	.00	
7203	SCHWARTZ, ANDY	022824	LOBBING SERVICES	03/10/2024	4,167.00	.00	
Total 7203:					4,167.00	.00	
231	SHERVIN'S INDEPENDENT OIL	43609	ALIGHMENT	03/04/2024	126.75	.00	
Total 231:					126.75	.00	
4359	SHERWIN-WILLIAMS CO.	5504-4	PAINT	02/26/2024	26.49	.00	
Total 4359:					26.49	.00	
7424	SILVER DOLLAR INC	022924	REFUND DBL PAYMENT PARKIN	02/29/2024	100.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7424:					100.00	.00	
4720	SILVERSTAR	54639 0324	MONTHLY SERVICES 54639	03/01/2024	2,696.50	.00	
4720	SILVERSTAR	654791 0324	MONTHLY SERVICES	03/01/2024	869.73	.00	
Total 4720:					3,566.23	.00	
585	SINCLAIR, TYLER	031124	TRAVEL EXPENSES TO CHEYE	03/11/2024	617.74	.00	
Total 585:					617.74	.00	
6374	SLUDER, KELLY	0300724	TRAVEL EXPENSES TO LAS VE	03/07/2024	625.09	.00	
Total 6374:					625.09	.00	
5632	SNAKE RIVER MEP COMPLETE,	8987	PUBLIC WORKS STORAGE HEA	02/22/2024	915.00	.00	
Total 5632:					915.00	.00	
4699	SNAKE RIVER ROASTING	803874	COFFEE	02/29/2024	227.80	.00	
Total 4699:					227.80	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334622852	ANIMAL CARE	02/26/2024	63.20	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334622853	ANIMAL CARE	02/26/2024	188.99	.00	
Total 1505:					252.19	.00	
6838	SPSC POA - South Park Services	030124	3500 SOUTH PARK DRIVE	03/01/2024	303.82	.00	
Total 6838:					303.82	.00	
7088	STONE, KIRK	030724	APRIL RENT	03/07/2024	2,940.00	.00	
Total 7088:					2,940.00	.00	
7155	STOUT, RICHARD D.	022924	ON CALL MUNI JUDGE	02/29/2024	200.00	.00	
Total 7155:					200.00	.00	
4514	TEAM LABORATORY CHEMICAL	INV0039869	FINE ROAD PATCH	02/27/2024	1,180.00	.00	
Total 4514:					1,180.00	.00	
1443	TETON COUNTY CLERK	030124	FEBRUARY FIRE EMS	03/01/2024	262,822.75	.00	
1443	TETON COUNTY CLERK	030124	FEBRUARY FIRE EMS	03/01/2024	262,822.75	.00	
1443	TETON COUNTY CLERK	030124A	FEBRUARY HOUSING	03/01/2024	45,691.92	.00	
1443	TETON COUNTY CLERK	030124B	FEBRUARY PARK AND RECS	03/01/2024	229,485.17	.00	
Total 1443:					800,822.59	.00	
6902	TETON COUNTY PUBLIC WORK	2024-6	TWO 3	02/12/2024	71.75	.00	
6902	TETON COUNTY PUBLIC WORK	2024-6	TWO 2	02/12/2024	51,368.82	.00	
6902	TETON COUNTY PUBLIC WORK	2024-6	TWO 4	02/12/2024	394.67	.00	
6902	TETON COUNTY PUBLIC WORK	2024-6	TWO 1	02/12/2024	3,683.12	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6902:					55,518.36	.00	
55	TETON COUNTY SHERIFF'S-JAI	665	FEBRUARY INMATES	03/04/2024	576.00	.00	
Total 55:					576.00	.00	
1614	TETON COUNTY-FUND 10	030124	FEBRUARY PLANNING	03/01/2024	8,102.91	.00	
1614	TETON COUNTY-FUND 10	030124	FEBRUARY PLANNING	03/01/2024	10,239.83	.00	
1614	TETON COUNTY-FUND 10	030124C	FEBRUARY EMERGENCY MAN	03/01/2024	7,333.92	.00	
1614	TETON COUNTY-FUND 10	030124D	FEBRUARY PATHWAYS	03/01/2024	5,995.00	.00	
1614	TETON COUNTY-FUND 10	030124E	FEBRUARY DISPATCH	03/01/2024	52,274.91	.00	
Total 1614:					83,946.57	.00	
166	TETON COUNTY-FUND 19	030124	FEBRUARY CAPITAL	03/01/2024	142,879.00	.00	
166	TETON COUNTY-FUND 19	030124	FEBRUARY CAPITAL	03/01/2024	658.62	.00	
Total 166:					143,537.62	.00	
392	TETON LITERACY CENTER	030124	CONTRACT	03/01/2024	6,700.00	.00	
Total 392:					6,700.00	.00	
268	TETON MOTORS INC	5109177	TURBO	02/13/2024	1,702.98	.00	
268	TETON MOTORS INC	5109192	SENSOR	02/14/2024	61.56	.00	
268	TETON MOTORS INC	5109276	GASKET KIT AND SENSOR	02/21/2024	1.97	.00	
268	TETON MOTORS INC	6169020/1	SERVICE	02/22/2024	156.00	.00	
Total 268:					1,922.51	.00	
3162	TETON TRASH REMOVAL, INC.	24 MAR 541	145 HANSEN TRASH	03/01/2024	103.00	.00	
Total 3162:					103.00	.00	
6941	THE CONNOR E FIELD TRUST	030724	MARCH RENT	03/07/2024	2,575.00	.00	
Total 6941:					2,575.00	.00	
6591	T-MOBILE	967529416 032	MONTHLY SERVICES	03/01/2024	6.31	.00	
Total 6591:					6.31	.00	
7374	UNITED EDUCATION INSTITUTE	24-03-24-102	CDL TRAINING	03/06/2024	1,784.00	.00	
Total 7374:					1,784.00	.00	
7361	US HOMES LLC	030824	MARCH RENT	03/08/2024	1,560.00	.00	
Total 7361:					1,560.00	.00	
3881	VALLEY OFFICE SYSTEMS	AR1265947	COLOR COPIER	02/19/2024	563.75	.00	
3881	VALLEY OFFICE SYSTEMS	AR1267233	COLOR COPIER	02/22/2024	46.07	.00	
Total 3881:					609.82	.00	
6319	VIRGINIAN VILLAGE CONDO H	1021	DUES	01/02/2024	1,080.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6319:					1,080.00	.00	
3420	VISA	Admin 2963 01	INDEED-PUBLIC WORKS ADMIN	01/24/2024	57.62	.00	
3420	VISA	Admin 2963 01	AMAZON-TOWN-WIDE SERVICE	01/24/2024	10.56	.00	
3420	VISA	Admin 2963 01	INDEED-START	01/24/2024	239.82	.00	
3420	VISA	Admin 2963 01	INDEED-PUBLIC WORKS ADMIN	01/24/2024	122.38	.00	
3420	VISA	Admin 2963 01	APA CALIFORNIA-PERSONNEL/	01/24/2024	250.00	.00	
3420	VISA	Admin 2963 01	AIRB&B-MAYOR & TOWN COUN	01/24/2024	188.94	.00	
3420	VISA	Admin 2963 01	AMAZON-PERSONNEL/TOWN C	01/24/2024	16.94	.00	
3420	VISA	Admin 2963 01	CRESTED BUTTE FRONT DESK	01/24/2024	1,367.65	.00	
3420	VISA	Admin 2963 01	INDEED-PERSONNEL/TOWN CL	01/24/2024	115.77	.00	
3420	VISA	Admin 2963 01	INDEED-PERSONNEL/TOWN CL	01/24/2024	377.96	.00	
3420	VISA	Admin 2963 01	PEARL STREET BAGELS-PERS	01/24/2024	75.00	.00	
3420	VISA	Admin 2963 01	AMERICAN PLANNING-PERSON	01/24/2024	395.00	.00	
3420	VISA	Admin 2963 01	PLANETIZEN-PERSONNEL/TOW	01/24/2024	149.95	.00	
3420	VISA	Admin 6864 01	CHECKR-START	01/24/2024	124.08	.00	
3420	VISA	Animal 2344 01	ANIMAL SHELTER SUPPLIES-A	01/24/2024	495.73	.00	
3420	VISA	Animal 2344 01	ANIMAL SHELTER SUPPLIES-A	01/24/2024	334.88	.00	
3420	VISA	Animal 2344 01	ANIMAL SHELTER SUPPLIES-A	01/24/2024	973.12	.00	
3420	VISA	Animal 2344 01	ANIMAL SHELTER SUPPLIES-A	01/24/2024	123.96	.00	
3420	VISA	Animal 2344 01	ANIMAL SHELTER SUPPLIES-A	01/24/2024	169.95	.00	
3420	VISA	Animal 2344 01	ANIMAL SHELTER SUPPLIES-A	01/24/2024	190.46	.00	
3420	VISA	CD 1016 01/24	STAPLES-COMMUNITY DEVELO	01/24/2024	27.83	.00	
3420	VISA	CD 1016 01/24	THE WEBSTaurant STORE-C	01/24/2024	93.44	.00	
3420	VISA	CD 1016 01/24	ALBERTSONS-COMMUNITY DE	01/24/2024	44.44	.00	
3420	VISA	CD 1016 01/24	IN ICLEI-COMMUNITY DEVELOP	01/24/2024	1,200.00	.00	
3420	VISA	CD 1016 01/24	MAILCHIMP-COMMUNITY DEVE	01/24/2024	75.00	.00	
3420	VISA	CD 1016 01/24	AMAZON-COMMUNITY DEVELO	01/24/2024	25.20	.00	
3420	VISA	Council 6593 0	CHEYENNE AREA CONVENTIO	01/24/2024	1,647.00	.00	
3420	VISA	FINANCE 5412	DELTA AIRLINES-BUILDING INS	01/24/2024	617.70	.00	
3420	VISA	IT 6908 01/24/2	GO DADDY-INFORMATION TEC	01/24/2024	38.16	.00	
3420	VISA	IT 6908 01/24/2	IPHONE PAYMENT-INFORMATIO	01/24/2024	69.50	.00	
3420	VISA	IT 6908 01/24/2	APPLE VISION PRO W/LENSES-	01/24/2024	4,631.94	.00	
3420	VISA	IT 6908 01/24/2	PAY PAL-INFORMATION TECHN	01/24/2024	3.18	.00	
3420	VISA	IT 6908 01/24/2	IPHONE PAYMENT-INFORMATIO	01/24/2024	69.50	.00	
3420	VISA	IT 6908 01/24/2	SIMPLY NUC-INFORMATION TE	01/24/2024	921.50	.00	
3420	VISA	IT 6908 01/24/2	AMAZON-INFORMATION TECHN	01/24/2024	179.00	.00	
3420	VISA	IT 6908 01/24/2	GO DADDY-INFORMATION TEC	01/24/2024	168.64	.00	
3420	VISA	IT 6908 01/24/2	DISH NETWORK-TOWN-WIDE S	01/24/2024	144.74	.00	
3420	VISA	IT 6908 01/24/2	IPHONE PAYMENT-INFORMATIO	01/24/2024	69.50	.00	
3420	VISA	IT 6908 01/24/2	AMAZON-INFORMATION TECHN	01/24/2024	78.99	.00	
3420	VISA	IT 6908 01/24/2	IPHONE PAYMENT-INFORMATIO	01/24/2024	69.50	.00	
3420	VISA	IT 6908 01/24/2	PEARL STREET BAGELS-INFOR	01/24/2024	31.20	.00	
3420	VISA	IT 6908 01/24/2	GO DADDY-INFORMATION TEC	01/24/2024	399.96	.00	
3420	VISA	P&B 6098 01/2	ORLEANS HOTEL-BUILDING IN	01/24/2024	58.76	.00	
3420	VISA	P&B 6098 01/2	INTERNATIONAL CODE COUNC	01/24/2024	900.00	.00	
3420	VISA	P&B 6106 01/2	AMERICAN PLANNING ASSOC -	01/24/2024	778.00	.00	
3420	VISA	PD 0355 01/24/	UPS-POLICE - INVESTIGATIONS	01/24/2024	28.95	.00	
3420	VISA	PD 0355 01/24/	TRAVEL EXPENSES-POLICE - P	01/24/2024	156.66	.00	
3420	VISA	PD 1064 01/24/	COWBOY COFFEE-POLICE - PA	01/24/2024	200.00	.00	
3420	VISA	PD 1064 01/24/	5.11 TACTICAL-POLICE - INVE	01/24/2024	292.56	.00	
3420	VISA	PD 1064 01/24/	CRYE PRECISION-POLICE SPE	01/24/2024	248.90	.00	
3420	VISA	PD 1064 01/24/	GALLS-POLICE - COMMUNITY S	01/24/2024	247.70	.00	
3420	VISA	PD 1064 01/24/	TAC GEAR-POLICE SPECIAL OP	01/24/2024	117.44	.00	
3420	VISA	PD 1064 01/24/	TAC GEAR-POLICE - PATROL	01/24/2024	21.78	.00	
3420	VISA	PD 1064 01/24/	CREEKSIDE-POLICE - COMMU	01/24/2024	204.05	.00	
3420	VISA	PD 1064 01/24/	TARGET-POLICE SPECIAL OPE	01/24/2024	63.60	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		PD 1115 01/24/	WALMART-POLICE - PATROL	01/24/2024	86.45	.00	
3420 VISA		PD 1115 01/24/	IACP-POLICE - PATROL	01/24/2024	635.00	.00	
3420 VISA		PD 1115 01/24/	ALBERTSONS-POLICE - PATRO	01/24/2024	38.99	.00	
3420 VISA		PD 1115 01/24/	NATIONAL ASSOC-POLICE - AD	01/24/2024	100.00	.00	
3420 VISA		PD 1115 01/24/	AMAZON-POLICE - PATROL	01/24/2024	132.50	.00	
3420 VISA		PD 1255 01/24/	SP ONE HUNDRED-POLICE SP	01/24/2024	27.00	.00	
3420 VISA		PD 1255 01/24/	PRIMARY ARMS-POLICE SPECI	01/24/2024	406.13	.00	
3420 VISA		PD 1255 01/24/	MCMASTER CARR-POLICE SPE	01/24/2024	23.39	.00	
3420 VISA		PD 1255 01/24/	SAFARI LAND-POLICE - INVEST	01/24/2024	297.07	.00	
3420 VISA		PD 1255 01/24/	HOLIDAY INN-POLICE - COMMU	01/24/2024	1,159.06	.00	
3420 VISA		PD 1255 01/24/	ACE HARDWARE-POLICE SPEC	01/24/2024	59.67	.00	
3420 VISA		PD 6825 01/24/	AXON-POLICE - PATROL	01/24/2024	106.00	.00	
3420 VISA		PD 6825 01/24/	DELTA-POLICE - PATROL	01/24/2024	487.20	.00	
3420 VISA		PD 6825 01/24/	CONDOR RETAIL-POLICE - PAT	01/24/2024	331.60	.00	
3420 VISA		PD 6825 01/24/	QUIQLITE-POLICE - ADMINISTR	01/24/2024	79.90	.00	
3420 VISA		PD 6825 01/24/	SIDEWINDERS-PERSONNEL/TO	01/24/2024	134.31	.00	
3420 VISA		PW 4142 01/24	EGUAGE-SEWER DEPARTMEN	01/24/2024	20.00	.00	
3420 VISA		PW 4142 01/24	AMAZON-FLEET SHOP	01/24/2024	207.37	.00	
3420 VISA		PW 4142 01/24	ALBERTSONS-SEWER DEPART	01/24/2024	35.76	.00	
3420 VISA		PW 4142 01/24	AMAZON-FLEET SHOP	01/24/2024	18.42	.00	
3420 VISA		PW 4142 01/24	AMAZON-SEWER DEPARTMEN	01/24/2024	168.91	.00	
3420 VISA		PW 4142 01/24	AMAZON-PUBLIC WORKS	01/24/2024	38.70	.00	
3420 VISA		PW 4142 01/24	GRAVITY GRAFICS-TOWN HALL	01/24/2024	305.60	.00	
3420 VISA		PW 4142 01/24	AMAZON-PUBLIC WORKS	01/24/2024	37.66	.00	
3420 VISA		PW 4142 01/24	THE VIRGINIAN-WATER DEPAR	01/24/2024	177.24	.00	
3420 VISA		PW 4142 01/24	AMAZON-FLEET SHOP	01/24/2024	266.90	.00	
3420 VISA		PW 4142 01/24	AMAZON-FLEET SHOP	01/24/2024	14.55	.00	
3420 VISA		PW 4142 01/24	AMAZON-TOWN HALL BUILDIN	01/24/2024	326.80	.00	
3420 VISA		PW 4704 01/24	AMAZON-PUBLIC WORKS	01/24/2024	15.04	.00	
3420 VISA		PW 4704 01/24	AMAZON-PUBLIC WORKS	01/24/2024	12.09	.00	
3420 VISA		PW 4704 01/24	OFFICE OF WATER PROGRAMS	01/24/2024	205.00	.00	
3420 VISA		PW 4704 01/24	AMAZON-PUBLIC WORKS	01/24/2024	23.46	.00	
3420 VISA		PW 4704 01/24	CEU PLAN-SEWER DEPARTME	01/24/2024	89.30	.00	
3420 VISA		PW 4704 01/24	AMAZON-PUBLIC WORKS	01/24/2024	156.88	.00	
3420 VISA		PW 4704 01/24	AMAZON-PUBLIC WORKS	01/24/2024	21.99	.00	
3420 VISA		PW 4704 01/24	VIRGINIAN RESTAURANT-STRE	01/24/2024	179.51	.00	
3420 VISA		PW 4704 01/24	AMAZON-PUBLIC WORKS	01/24/2024	123.06	.00	
3420 VISA		PW 4704 01/24	PSI-SEWER DEPARTMENT	01/24/2024	100.00	.00	
3420 VISA		PW 4704 01/24	AMAZON-PUBLIC WORKS	01/24/2024	157.50	.00	
3420 VISA		PW 4704 01/24	AMAZON-PUBLIC WORKS	01/24/2024	49.95	.00	
3420 VISA		PW 4704 01/24	WEBINAR WEBCOURSE-PUBLI	01/24/2024	169.00	.00	
3420 VISA		START 1214 0	MACEYMARIE-START	01/24/2024	81.60	.00	
3420 VISA		START 1214 0	STAPLES-START	01/24/2024	26.99	.00	
3420 VISA		START 4100 0	STAPLES-START	01/24/2024	25.37	.00	
3420 VISA		START 4100 0	STAPLES-START	01/24/2024	94.41	.00	
3420 VISA		START 4100 0	DOLLAR STORE-START	01/24/2024	7.95	.00	
3420 VISA		START 4100 0	RADIO ENGINEERING-START	01/24/2024	129.89	.00	
3420 VISA		START 4100 0	COMMUNITY TRANSPORTATIO	01/24/2024	25.00	.00	
3420 VISA		START 4100 0	ACE HARDWARE-START	01/24/2024	33.90	.00	
3420 VISA		START 4100 0	ALBERTSONS-START	01/24/2024	49.30	.00	
3420 VISA		Victim 9126 01/	ANTLER INN-VICTIM SERVICES	01/24/2024	123.17	.00	
3420 VISA		Victim 9126 01/	ALBERTSONS-VICTIM SERVICE	01/24/2024	22.57	.00	
3420 VISA		Victim 9126 01/	SMITHS-VICTIM SERVICES	01/24/2024	8.18	.00	
3420 VISA		Victim 9126 01/	UNITED AIRLINES-VICTIM SERV	01/24/2024	555.91	.00	
3420 VISA		Victim 9126 01/	ALBERTSONS-VICTIM SERVICE	01/24/2024	11.97	.00	
3420 VISA		Victim 9126 01/	COCA COLA-VICTIM SERVICES	01/24/2024	18.88	.00	
3420 VISA		Victim 9126 01/	LODGE @ JH-VICTIM SERVICE	01/24/2024	366.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3420:					28,310.14	.00	
563	WESTBANK SANITATION	4477329T022	3585 CANADIAN DR	03/01/2024	102.20	.00	
Total 563:					102.20	.00	
1640	WESTERN STATE	IN002694974	CUTTING EDGES	02/19/2024	2,496.60	.00	
1640	WESTERN STATE	IN002701210	LATCH	02/23/2024	119.07	.00	
1640	WESTERN STATE	IN002701212	HEX NUT	02/23/2024	43.24	.00	
Total 1640:					2,658.91	.00	
2802	WESTWOOD CURTIS	23-04 0224	flat creek rebuild payment #5	02/21/2024	53,213.13-	.00	
2802	WESTWOOD CURTIS	23-04 0224	flat creek rebuild payment #5	02/21/2024	65,246.65-	.00	
2802	WESTWOOD CURTIS	23-12 0124	2023 FALL PATCHING	01/04/2024	35,986.25	.00	
Total 2802:					82,473.53-	.00	
2995	WHEELER TANK TESTING, INC.	2602	FULL SYSTEM TEST	02/20/2024	2,690.00	.00	
Total 2995:					2,690.00	.00	
472	WHITE GLOVE CLEANING, INC.	9431	TRASH CANS	02/29/2024	256.13	.00	
472	WHITE GLOVE CLEANING, INC.	9431	SHELTER CLEANING	02/29/2024	2,246.36	.00	
Total 472:					2,502.49	.00	
7081	WILMA D SORSBY TRUST	030724	APRIL RENT	03/07/2024	3,150.00	.00	
Total 7081:					3,150.00	.00	
6117	WILSON, JOHN	030724	APRIL RENT	03/07/2024	2,200.00	.00	
Total 6117:					2,200.00	.00	
3619	WY CHILD SUPPORT ENFORCE	03072024	case 223670	03/07/2024	34.61	34.61	03/07/2024
3619	WY CHILD SUPPORT ENFORCE	03072024	case 223669	03/07/2024	34.61	34.61	03/07/2024
Total 3619:					69.22	69.22	
4139	WY WORKERS' SAFETY & COM	022924	MARCH PREMIUM	02/29/2024	21,530.99	21,530.99	02/29/2024
Total 4139:					21,530.99	21,530.99	
7071	WYOMING DEPARTMENT OF E	2079 0124	0-006353 YEARLY TANK FEE	01/01/2024	900.00	.00	
Total 7071:					900.00	.00	
4198	WYOMING FIRST AID & SAFETY	80006107	ONSITE BATTERY	02/29/2024	226.01	.00	
Total 4198:					226.01	.00	
406	WYOMING LAW ENFORCEMEN	030124	OFFICER EDUCATION TRAININ	03/01/2024	75.00	.00	
Total 406:					75.00	.00	
329	WYOMING RETIREMENT SYST	3103967148	JANUARY CONTRIBUTIONS	02/29/2024	169,319.28	169,319.28	02/29/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 329:					169,319.28	169,319.28	
1764	WYOMING.COM INC	2198904	DOMAIN HOSTING	03/05/2024	5.00	.00	
Total 1764:					5.00	.00	
5539	Y2 CONSULTANTS, LLC	21066	21014 CVL	02/23/2024	2,062.50	.00	
Total 5539:					2,062.50	.00	
2842	YELLOW IRON EXCAVATION, LL	112	455 VINE	02/29/2024	80.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240205006778	TRASH @ SHELTER	01/31/2024	180.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240229012140	455 VINE STREET	02/10/2024	80.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240301047487	TRASH @ SHELTER	02/29/2024	180.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240301047552	TRASH @ START	02/29/2024	180.00	.00	
Total 2842:					700.00	.00	
7408	YEVDOKIMOV, ANDREY	030124	RESTITUTION CASE #23-06-029	03/01/2024	1,260.00	.00	
Total 7408:					1,260.00	.00	
Grand Totals:					1,869,391.17	204,307.13	

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 FINANCE REPORT FOR FEBRUARY 2024**

During the month of February, the Court received \$48,491 in fines, costs, and fees.

37 cases were dismissed: 26 parking violations.

611 charges were filed: 565 parking violations, 46 summons.

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

CASES CLOSED IN FEBRUARY (Non-Parking listed only):

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
18001P	40/30 MPH over limit Bond	BF	95
18687P	41/30 MPH over limit Bond	BF	177
00868M	Child restraint required - 1st offense	BF	80
186005230AC	Compulsory Auto Insurance	BF	200
99239N	Damage to attended vehicle or property	BF	240
03752L	Failure to Appear	BF	50
99589N	Failure to Maintain Lane	BF	90
99593N	Following too Close	BF	90
99708N	Interference with Police Department	BF	250
99233N	Limitations on Backing	BF	90
99594N	Limitations on Backing	BF	90
18562P	Proceed with caution on flashing yellow signal	BF	90
18618P	Public intoxication	BF	135
98634N	Public intoxication	BF	135
98635N	Public intoxication	BF	135
99709N	Public intoxication	BF	135
99711N	Public intoxication	BF	135
18704P	Speed too fast for conditions	BF	240
18588P	Speeding urban - 39/30 mph zone	BF	133
99601N	Speeding urban - 48/30 mph zone	BF	216
99345N	Speeding urban - 49/30 mph zone	BF	223
99230N	Stop Sign Violation	BF	140
18711P	Unsafe Turning Movement	BF	90
99243N	Valid license plate/temp permit required	BF	70
18701P	Valid license plate/temp permit required	BF	140
99344N	Speeding urban - 49/30 mph zone	D- In Accordance with WYO.R.Crim.P.3.1(a)	0
186005388AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	D- Per Town's Motion	0
98546N	Obey traffic control device designating lane	D- Per Town's Motion	0
98425N	Valid license plate/temp permit required	D- Per Town's Motion	0
18591P	Compulsory Auto Insurance	D- Provided Valid Information	0
18596P	Compulsory Auto Insurance	D- Provided Valid Information	0
18656P	Speeding faster than reasonable and prudent	D- TS	0
18658P	Speeding faster than reasonable and prudent	D- TS	0
186003684AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	DA- In Accordance with W.S.7-13-301 Deferred Adjudication	760
06862M	Drive/control veh under infl alcohol concentration 0.08% or more	DA- In Accordance with W.S.7-13-301 Deferred Adjudication	760
06858M	Drive/control veh under infl alcohol concentration 0.08% or more	DA- In Accordance with W.S.7-13-301 Deferred Adjudication	760
99837N	Possession/consumption of alcohol- minors (18-20)	GP	500
00867M	Failure to yield ROW	NCP	25
99381N	Failure to yield ROW approaching intersections	NCP, R	200

STAFF REPORT



Meeting Date:	18 March 2024	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	Teton County Search and Rescue - Sewer Connection Request (E24-0012)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider requests for new Town sewer collection and treatment and water supply services for the existing development, Teton County Search and Rescue (TCSAR) facility at 300 Batch Plant Road.

Requested Action.

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

Recommendations.

Staff recommends approval of the applicant's request for Town sewer collection and treatment and water supply services subject to 1) the proposed conditions of approval and 2) that the proposed conditions of approval, along with other necessary contract issues/details as required by the Town Attorney, are set forth in a Wastewater Treatment Facilities Connection and Use Agreement that will be subject to Council consideration at a future meeting.

Background.

SERVICE REQUESTS

The development is located outside of the Town's corporate limits AND not within an existing contracted sewer service area.

The TCSAR facility is located north of Jackson at 300 Batch Plant Road, off WY HWY 22, and adjacent to the Town Boundary, see Figure 1. The property is owned by the State of Wyoming and the applicant is Teton County as the lessee of the State. The site is developed and is currently served by an on-site wastewater treatment system and a domestic well and fire suppression system supported with water storage tanks and a booster pump system. With the Town of Jackson's extension of the water and sewer mains to the Town limits, the opportunity exists to connect to the Town's systems.

The facility is the operations base for Teton County Search and Rescue, where they store equipment, train, and manage operations. Most of the facility is storage, including a helicopter, and the rest is office and meeting space. The request is for the TCSAR facility as it exists at the time of application, 8 employees and meeting space for up to 75 occupants, with the corresponding water and sewer demands and volumes as conditioned in this report.

The reasons for requesting services are to reduce operations and maintenance requirements, free up space for parking, and provide additional space for storage of critical rescue equipment. The wastewater connection will also eliminate a private on-site wastewater disposal system.

All of the improvements will be owned and operated by Teton County. The water and wastewater will be metered utilizing a Town water meter according to Town policies and procedures.



Figure 1. Vicinity Map

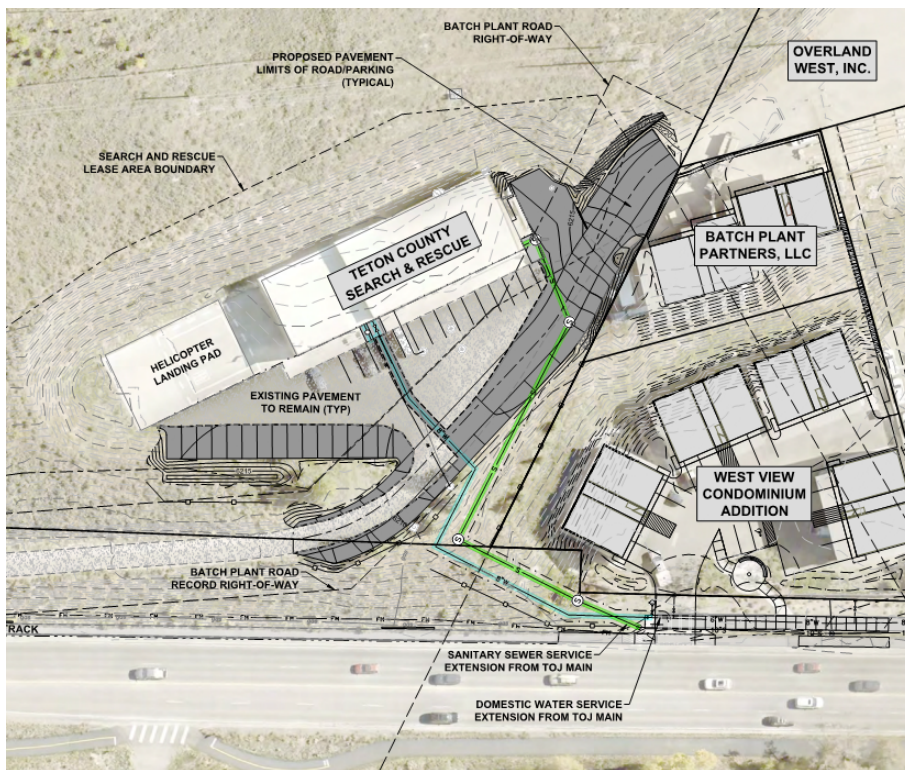


Figure 2. Existing TCSAR Facility and Proposed Infrastructure Improvements

TOWN PROCESS FOR SEWER SERVICE REQUESTS

For all developments that request connection to Town sewer services, are outside the Town corporate limits, and are outside existing contracted service areas, the Town applies the following process.

Step 1: Request for Service

A Miscellaneous Planning Application is filed by an applicant to request Town sewer service(s). Staff review of this application is used by Town Council to make an initial determination on whether to provide services or not. This initial step is based upon preliminary information provided by the applicant and includes staff identifying the conditions of approval that will be further defined in a Connection and Use Agreement (CUA). The Applicant is currently proceeding through Step 1. If Council approves the requests for service, the Applicant will advance to Step 2.

Step 2: Connection and Use Agreements

Staff works with the Applicant (and any other relevant parties) to draft a CUA that includes the conditions of approval identified during Step 1 and other necessary contract terms. If approved by Council, the CUA will be executed and recorded against the property.

Step 3: Permits to Construct

Prior to construction of any infrastructure connecting to the Town's systems, all fees must be paid and permits for the construction of said infrastructure must be issued by the Town.

Analysis & Key Policy Questions.

Resolution 21-28 was adopted by Council on November 15, 2021. The resolution established the 3-step process for sewer service requests (described above in the prior section of this staff report) and established eight review factors (described below under "Considerations" in this section) for all sewer connection requests outside Town boundaries. As such, staff has considered the following factors in recommending approval:

CONSIDERATIONS

1. Existing Versus New Development

The proposed connection is for an existing facility.

2. Expanded Service Area and Capacity Timeline

This proposed connection was not included in the 2020-2021 Capacity Study and will have impacts on the Town's water and wastewater systems that were not considered in the study. The Town has capacity to supply the water and accept the additional wastewater from this development as presented in the application. As is the case with individual connection requests, the addition of this development will not significantly reduce the amount of time remaining before additional water supply or wastewater treatment plant upgrades would be required, it will still reduce that amount of time.

3. Zoning and Development are Consistent with Comprehensive Plan

The development is existing.

4. Deed Restricted and/or Workforce Housing

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

5. Potential For Reduced Environmental Impact

The proposed connection will eliminate a potential source of environment and water quality degradation.

6. Geographical Location

The property is located adjacent to the Town boundary and within 500 feet of our utilities.

7. Magnitude of Requests

The magnitude of the requests are de minimis relative to the capacities of our systems.

8. Costs To Upgrade and Impacted User Classes

The proposed connection costs of improvements and upgrades will be borne by the applicant and at no cost to the Town or current rate payers. Because this area was not considered in the modeling during the recent Capacity Study, the Applicant will be responsible for modeling the impacts the connection would have on our systems. Applicant is responsible for paying for any and all necessary upgrades required by the connection. Should Council approve this request for water and sewer services, the Town will work with the Applicant to evaluate and determine any necessary improvements to the Town's systems.

CONDITONS OF APPROVAL

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

1. The request is for the TCSAR facility as it exists at the time of application, 8 employees and meeting space for up to 75 occupants, with the corresponding water and sewer demands and volumes:
 - a. WATER: Average Month, 15,500 gallons per month; Maximum Month, 31,000 gallons per month, and a peak demand of 1,000 gallons per minute for fire suppression.
 - b. WASTEWATER: a Maximum Month, 17,000 gallons per month (or volume paid for in capacity fees).
2. That Connection and Use Agreements for Services be presented to the Town Council not more than one year from the date of the motion to approve the requests for service.
3. Applicant is responsible for obtaining easements, or equivalent approval, from the state and licensing from WYDOT for the improvements.
4. Applicant is responsible for providing technical studies and evaluations of the downstream impact on existing sewers, lift stations and treatment facilities and water supply.
5. Prior to construction of any infrastructure or service connecting to the Town systems permits for the construction of said infrastructure must be issued by the Town.
6. Applicant shall be responsible for all costs to design, permit, and construct upgrades determined necessary within or to the Town's systems associated with services for the development, specifically, but not limited to, compensation for the time of Town employees working on this application, billed at an hourly rate of \$100.00 per hour, from the initial request through to final permitting, unless waived pursuant to Town policy.

Possible Alternatives.

1. Modify the conditions of approval and approve the requests to connect.
2. Vote against the requests to connect.
3. Other.

Comprehensive Plan & Priority Alignment.

This project relates to the Town Comprehensive Plan Common Value #1- Ecosystem Stewardship.

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

Fiscal Impact.

Typically, the Town charges a \$640 application fee for each water and sewer service request located in the County, and a \$100 per hour rate for staff time, as described in Condition of Approval 5. This project qualifies for a fee waiver because it is sponsored by a governmental entity that received public funding and the motion provides for waiving of the fees.

One-time capacity fees will be collected prior to connection that would be determined by the fees established in the Municipal Code at the time of application for the permit to construct the connection. Fees associated with construction permits will also be charged at the time of connection (step 3 in the Town process for sewer service requests). The ongoing fiscal impacts thereafter are the wastewater base and usage rates paid to the Town. The amounts are set forth in Title 13 of the Jackson Municipal Code.

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

Staff Impact.

Step 1: Staff time during Step 1 has been approximately 10-12 hours between Public Works, Planning, Legal and Administration staff.

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

- CUA Drafting: approximately 4-8 hours for Administration and Public Works, and 6-8 hours for Legal, for a total of 14-24 hours.
- CUA Finalization and Staff Reports: 2-4 Hours for each Administration, Legal, and Public Works for a total of 6 to 12 hours.

Step 3: Connection Permits for a system can take 8-24 hours.

While staff strives to streamline the process, these requests for service outside the corporate limits of the Town are time intensive, including significant time to review, draft, execute and administer the CUA.

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

Attachments or Links.

- Application Materials.

Suggested Motion.

I move to:

1. approve the TCSAR's request for water supply services subject to the conditions of approval set forth in this staff report;
2. approve the TCSAR's request for wastewater collection and treatment services subject to the conditions of approval set forth in this staff report,
3. direct staff to draft appropriate Connection and Use Agreements,
4. present the Agreements to Council for consideration at a future Council Meeting, and
5. waive the application, permit, and processing fees for this application in accordance with the 1998 Cooperative Agreement for Payment of Fees for Publicly Sponsored or Co-Sponsored Projects between the Town of Jackson and Teton County.



PO Box 9550 | 1315 HWY 89 S., Ste. 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

Teton County Search & Rescue – Water and Sewer Connection Request

Prepared For: Teton County
TC Search and Rescue Infrastructure Improvements Project 9-24-M
PIDN: 22-41-16-28-3-00-030

Prepared By: Jorgensen Associates, Inc.
JA Project No. 17100.10

Delivered To: Town of Jackson
C/O Brian Lenz, Town Engineer
PO Box 1687
450 W Snow King Avenue
Jackson Hole, WY 83001

Date: Monday, January 29, 2024

Dear Town of Jackson,

Teton County is requesting connection to the Town of Jackson Water and Sewer System for the Teton County Search and Rescue (TCSAR) facility located north of the Town of Jackson on Highway 22.

Currently, the TCSAR facility has an onsite wastewater treatment system and a domestic well and fire suppression system supported with water storage tanks and a booster pump system. With the Town of Jackson's extension of the water and sewer mains to the Town limits, the opportunity exists to connect to the Town's systems. In addition to providing connections to water and wastewater facilities with reduced operation and maintenance requirements, space may be freed up to use for parking for volunteers, employees and additional space for critical rescue equipment. Please refer to the attached Engineer's Report and Project Drawings for further detail.

Construction is intended to commence in 2024, pending contract bid document approvals. The project will be constructed, owned, and operated independently by Teton County.

Enclosed you will find the necessary materials for the Town of Jackson Application for a Connection and Use Agreement for Water and Sewer Services. Jorgensen Associates is available to assist at any step of the TOJ Connection Agreement process including coordination, questions, and other items needed for the application to be successful.

Thank you for your consideration,



Dave Gustafson, PLS

Teton County Road & Levee

Jackson, WY | Pinedale, WY | Kemmerer, WY | Alpine, WY

**TETON COUNTY SEARCH AND RESCUE
ENGINEER'S REPORT & INFRASTRUCTURE NARRATIVE
SUPPLEMENTAL INFORMATION TO THE TOWN OF JACKSON
APPLICATION FOR WATER AND SEWER SERVICE CONNECTIONS**



**Prepared by Jorgensen Associates, Inc.
Project No. 17100.10 29 January 2024**

The following narrative is for consideration of the infrastructure connection application to the Town of Jackson (TOJ) for water and wastewater services for Teton County Search and Rescue (TCSAR).

Currently, the TCSAR facility has an onsite wastewater treatment system and a domestic well and fire suppression system supported with water storage tanks and a booster pump system. With the Town of Jackson's extension of the water and sewer mains to the Town limits, the opportunity exists to connect to the Town's systems. In addition to providing connection to water and wastewater facilities with reduced operation and maintenance requirements, space may be freed up to use for parking for employees and room for critical rescue equipment.

Construction is intended to commence in 2024, pending contract bid document approvals. The project will be constructed, owned, and operated independently by Teton County.

WATER SERVICE

The Town of Jackson operates a water supply system with water supply wells, storage tanks, and distribution piping throughout Town with some branches of the system in Teton County. The location of the Teton County Search and Rescue Building is adjacent to the Town of Jackson limits. The Town water system has an 8" water main adjacent to this property. The TCSAR property is the only available property within 500 ft on eastern side of Wyoming Highway 22 to tie into the property.

Ductile Iron Pipe has been the Town standard for watermains and will be used to supply the facility unless that standard is modified. An approximately 300', 8"-ductile iron pipe is proposed to supply water to the building. The pipe size is based on providing the required flow and pressure to accommodate the existing fire sprinkler system and abandon the existing water storage tanks, booster pump system, and supply well. The required domestic demand will be provided by a branch service connection outside the building with an independent shut-off. The domestic service will be metered according to TOJ standards.

Water demand for domestic use was calculated using Wyoming DEQ values as a basis. Water supply demand for the existing fire sprinkler system was calculated based on the hydraulic analysis of the system by Coffman Engineers, attached to this report for reference. Water Demand values are detailed in the attached calculation sheet and summarized below:

Average Day 495 gpd

Maximum Day 990 gpd

Peak Hour 8.3 gpm

WASTEWATER SERVICE

Connection to the Town's wastewater treatment plant is the best option for this development because of the proximity to the Town's system and the level of treatment the Town provides. The Teton County Land Development Regulations require connection to a community sanitary sewer system if one is within 500 feet of the development and access is obtainable. The applicant believes a connection to the Town wastewater system is in the best interest of the community and water quality in the area. Providing a connection to TOJ wastewater system will reduce operation and maintenance requirements. In addition, the removal of the existing small wastewater facility will provide space for additional rescue parking and storage for critical rescue equipment.



Wastewater generation rates for wastewater from TCSAR were developed using Wyoming DEQ values. Values are detailed in the attached calculation sheet and summarized below.

Average Day: 305 gpd

Maximum Day: 610 gpd

Wastewater will continue to exit the TCSAR facility at the existing building location that connects to the Small Wastewater Facility. The new 6" PVC service will tie in at this point and extend across the property with typical manholes at appropriate spacing for access. The service will ultimately connect to an existing TOJ sewer manhole adjacent to the property within the Highway 22 right-of-way. The existing small wastewater facility components will be abandoned and removed based on owner and other regulatory requirements. The preliminary layout is illustrated in the attached plans.

SERVICE METERING

A TOJ standard water meter will be installed in the TCSAR facility to calculate domestic use. The Town typically requires meters to be purchased from the Town. The meter will be installed within the building. A representative from the Town will be required to confirm the installation location. The Town shall not be responsible or liable for damages resulting from the location and installation of the meter. The property owner will agree to protect and hold the Town harmless from claims for damages and according to all applicable provisions of TOJ Utility code and other town ordinances.

WASTEWATER STRENGTH

Wastewater from this development is expected to be typical residential strength. No commercial operations are utilized at this facility that would produce wastewater other than typical residential wastewater. The facility employs 50 personnel with 8 employees typically on staff each day. The kitchen in the facility is used as a prep area, serving area and normal cleaning practices. The facility hosts periodic monthly meetings for SAR volunteers with approximately 40-50 people in attendance, and some other occasional functions housing 50-75 occupants.

ADDITIONAL CONNECTIONS

At this time there are no additional connections from adjacent properties within 500' of the property outside of the TOJ limits on the eastern side of Wyoming Highway 22 that would benefit from connecting to these services. The four other properties outside of the Town of Jackson limits on the west side of Wyoming Highway 22 within 500' of the property are listed below. These properties would require independent connections directly to the TOJ system.

- PID-22-41-16-32-1-00-002: FOUR LAZY F RANCH, INC. ET AL
 - o This property is vacant and taxed as agricultural. Sewer and Water demands are zero.
- PID-22-41-16-32-1-00-006: FOUR LAZY F RANCH, INC. ET AL
 - o This property is vacant and taxed as agricultural. Sewer and Water demands are zero.
- PID-22-41-16-32-1-00-020: WARD, THOMAS E. ET AL
 - o This property is vacant and is taxed commercial vacant land. Sewer and Water demands are zero.
- PID-22-41-16-32-1-99-001: MTN. VIEW INDEPENDENT BAPTIST CHURCH
 - o Property is outside of TOJ, already connected to the Town's wastewater collection system.



Teton County Search and Rescue Water System Demands

JA Project: 17100.10 BY: AJ/JK

Date: January 2024

Average Daily Flow: 50%

Peak Hour Factor², PHF 12

WATER DEMAND					
Unit Type	No. of Units ³ (each)	Flow per Unit ¹ (gpd)	Average TOTAL (gpd)	TOTAL (gpd)	PEAK HOUR (gpm)
TCSAR Office Staff	8	30	120	240	2.0
TCSAR Meeting Attendant	75	10	375	750	6.3
TOTAL DOMESTIC WATER DEMAND			495	990	8.3
FIRE SUPPRESSION					
	Supply Flow ⁴ (gpm)	Residual Pressure ⁴ (psi)	System Flow-L2 ⁵ (gpm)	Hose Stream ⁵ (gpm)	Total Fire Flow ⁵ (gpm)
TCSAR Fire Sprinkler System	975	95	355.2	250	605.2

Notes:

¹ Adjusted based on DEQ Chapter 25, Table 2

² Peak Hour Factor conservative estimate for this type of building use

³ Employee count shown based on current staffing on typical work day

⁴ Supply Flow and Pressure based on field tests, 8/24/2023

⁵ Hydraulic Calculations provided by Coffman Engineers Design Report, 10/20/2023



Teton County Search and Rescue Sanitary Sewer System Demands

JA Project: 17100.10 BY: AJ/JK

Date: January 2024

Average Daily Flow: 50%

SANITARY SEWER DEMAND				
Unit Type	No. of Units ² (each)	Flow per Unit ¹ (gpd)	Average TOTAL (gpd)	Maximum TOTAL (gpd)
TCSAR Office Staff	8	20	80	160
TCSAR Meeting Attendant	75	6	225	450
TOTAL SANITARY SEWER DEMAND			305	610

Notes:

¹ Based on daily flow rates from the WYDEQ CH 25, Table 2

² Employee count shown based on current staffing on typical work day

Hydraulic Calculations for

Project: Teton County Search & Rescue
300 South Batch Plant Road
Jackson, WY 83001

Drawing no.: FX101

Date: 10/20/2023

Design

Remote area number: 01
Remote area location: Lower Level Shop Area
Occupancy classification: Ordinary Hazard Group II
Density: 0.20 GPM/SQ. FT.
Area of application: 1,002 SQ. FT.
Coverage per sprinkler: Varies
Type of sprinklers calculated: 5.6 K-Factor Pendent Sprinklers
No. of sprinklers calculated: 9
In rack demand: N/A
Hose streams: 250 GPM outside + N/A inside
Total water required (including hose streams): 496.3 gpm at 77.65 psi [30.19 psi safety margin (28%)]
Total water required at base of system riser: 246.3 gpm at 52.5 psi
Type of system: Wet Pipe
Volume of dry or preaction system: N/A

Water Supply Information

Date: 8/24/2023
Location: WY-22
Source: Jorgensen Associates

Contractor: Old Faithful Fire Sprinklers, Inc.
P.O. Box 2915
1025 South Highway 89
Jackson, WY 83001

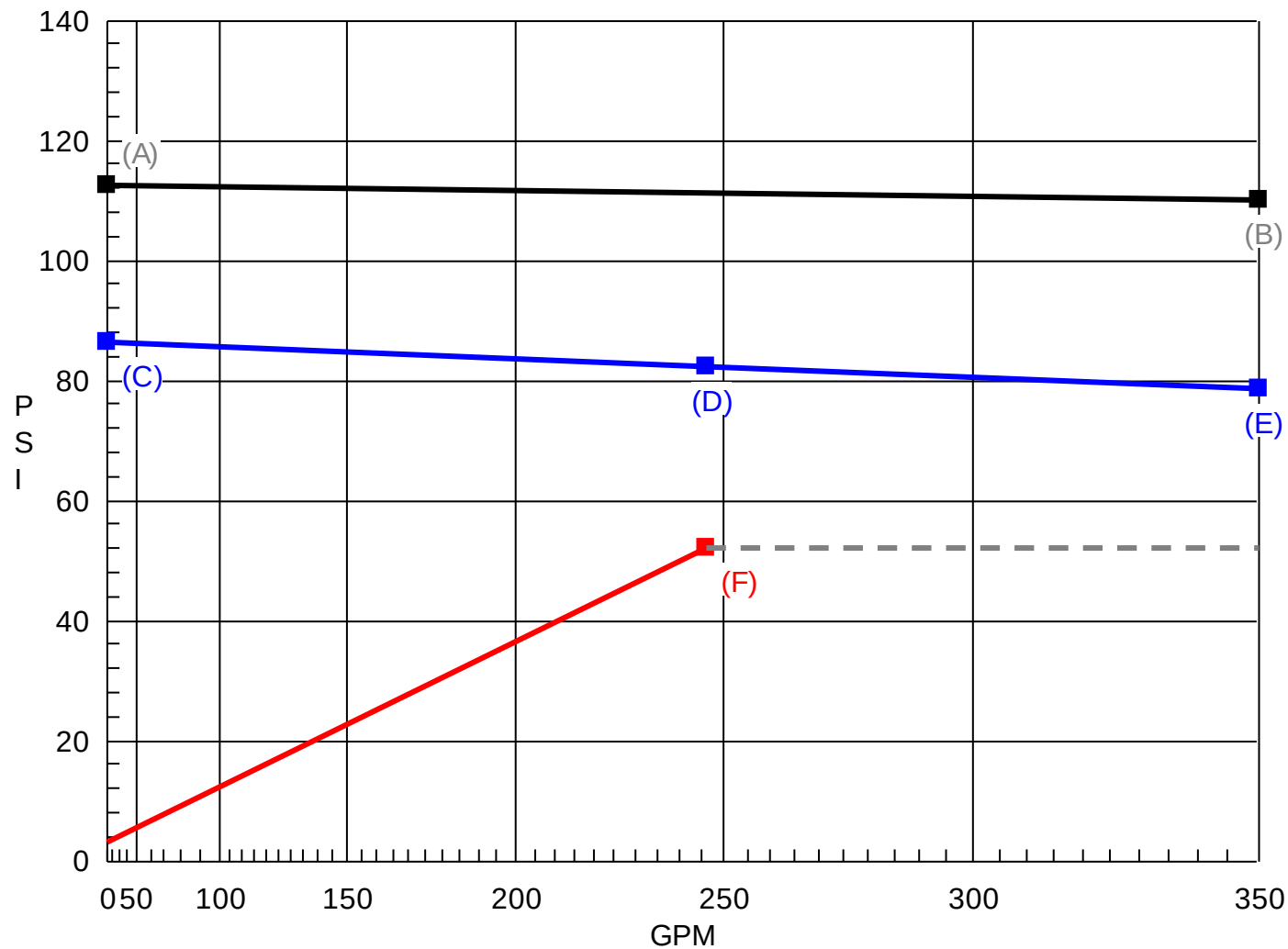
Under contract with: Teton County Road & Levee
P.O. Box 9575
Jackson, WY 83002

Name of designer: Coffman Engineers
751 Osterman Drive, Suite 104
Bozeman, MT 59715

Authority having jurisdiction: Jackson Hole Fire Department/ EMS
40 E Pearl Avenue
Jackson, WY 83001

Notes

Hydraulic Demand Graph



Water Source:

A) 113 psi Static

B) 350 gpm at 110.3 psi

Source at BOR:

C) 86.53 psi Static

D) 246.3 gpm at 82.69 psi

E) 350 gpm at 79.18 psi

Demand at BOR:

F) 246.3 gpm at 52.5 psi

Supply Analysis

Node at	Static Pressure [psi]	Residual Pressure [psi]	Flow [gpm]	Available Pressure [psi]	Total Demand [gpm]	Required Pressure [psi]
01	113.0	95.0	975.0	107.84	496.3	77.65

Node Analysis

Node Tag	Elev [ft]	Type	Pressure [psi]	Discharge [gpm]	Notes
01	-28.000	source	77.651	-496.296	
02	-29.000	ref	78.077	250.000	
03	-38.000	ref	81.894	0.000	
04	-7.000	ref	68.268	0.000	
05	1.000	ref	63.611	0.000	
06	2.000	ref	62.955	0.000	
07	2.000	ref	54.213	0.000	
BOR	4.833	ref	52.505	0.000	
TOR	13.583	ref	48.583	0.000	
10	14.333	ref	46.090	0.000	
11	12.917	ref	45.874	0.000	
12	12.917	ref	41.256	0.000	
13	12.917	ref	39.966	0.000	
14	12.917	ref	39.647	0.000	
120	14.167	ref	39.402	0.000	
130	14.167	ref	28.850	0.000	
131	14.167	ref	23.911	0.000	
132	14.167	ref	21.686	0.000	
133	14.167	ref	19.453	0.000	
140	14.167	ref	28.611	0.000	
141	14.167	ref	23.711	0.000	
142	14.167	ref	21.503	0.000	
143	14.167	ref	19.288	0.000	
A01	13.167	K=5.60	37.707	34.387	118 SQ FT
A02	13.167	K=5.60	27.684	29.465	126.6 SQ FT
A03	13.167	K=5.60	22.997	26.855	120 SQ FT
A04	13.167	K=5.60	20.887	25.593	120 SQ FT
A05	13.167	K=5.60	18.770	24.262	120.8 SQ FT
A06	13.167	K=5.60	27.457	29.344	126.6 SQ FT
A07	13.167	K=5.60	22.807	26.744	120 SQ FT
A08	13.167	K=5.60	20.713	25.486	120 SQ FT
A09	13.167	K=5.60	18.613	24.160	120.8 SQ FT

Pipe Information

negative pipe flow (Q) indicates flow is from node 2 towards node 1

Pipe	Node 1 Node 2	Elev [ft]	K-factor	Discharge & Flow [gpm]	Nom i.d. [in]	Fittings num & length [ft]	L [ft] F [ft] T [ft]	C factor psi/ft	total (Pt) elev (Pe) frict (Pf)	Notes
UG01	01	-28.000		q=-496.296	6		1.000		Pt= 77.651	Mat="CDI52"
	02	-29.000		Q= 496.296	6.16		0.000 1.000	C=140 0.007	Pe= -0.433 Pf= 0.007	
UG02	02	-29.000		q= 250.000	6	1E=20.084	19.000		Pt= 78.077	Mat="CDI52"
	03	-38.000		Q= 246.296	6.16	1G=4.304	24.388 43.388	C=140 0.002	Pe= -3.897 Pf= 0.080	
UG03	03	-38.000		q= 0.000	8	1T=55.354	295.000		Pt= 81.894	Mat="CDI52"
	04	-7.000		Q= 246.296	8.27	4E=113.872	169.226 464.226	C=140 0.000	Pe= 13.423 Pf= 0.203	
UG04	04	-7.000		q= 0.000	4	1T=29.067	28.500		Pt= 68.268	Mat="CDI52"
	05	1.000		Q= 246.296	4.1	2E=29.067 1G=2.907	61.041 89.541	C=140 0.013	Pe= 3.464 Pf= 1.193	
R01	05	1.000		q= 0.000	4	1E=13.167	2.000		Pt= 63.611	Mat="S10"
	06	2.000		Q= 246.296	4.26		13.167 15.167	C=120 0.015	Pe= 0.433 Pf= 0.223	
R02	06	2.000		q= 0.000	4		2.750		Pt= 62.955	Mat="S40"
	07	2.000		Q= 246.296	4.026		0.000 2.750	C=120 0.019	Pe= 0.000 Pf= 0.053	
R03	07	2.000		q= 0.000	4	1E=13.167	3.750		Pt= 54.213	Mat="S10"
	BOR	4.833		Q= 246.296	4.26	1B=15.800	28.968 32.718	C=120 0.015	Pe= 1.227 Pf= 0.481	
R04	BOR	4.833		q= 0.000	4		9.000		Pt= 52.505	Mat="S10"
	TOR	13.583		Q= 246.296	4.26		0.000 9.000	C=120 0.015	Pe= 3.789 Pf= 0.132	
M01	TOR	13.583		q= 0.000	4	3E=39.501	55.250		Pt= 48.583	Mat="S10"
	10	14.333		Q= 246.296	4.26	2T=52.668	92.170 147.420	C=120 0.015	Pe= 0.325 Pf= 2.169	
M02	10	14.333		q= 0.000	4	2E=26.334	3.750		Pt= 46.090	Mat="S10"
	11	12.917		Q= 246.296	4.26	1T=26.334	52.668 56.418	C=120 0.015	Pe= -0.613 Pf= 0.830	
M03	11	12.917		q= 0.000	2.5		30.250		Pt= 45.874	Mat="S10"
	12	12.917		Q= 246.296	2.635		0.000 30.250	C=120 0.153	Pe= 0.000 Pf= 4.617	
M04	12	12.917		q= 0.000	2.5		11.167		Pt= 41.256	Mat="S10"
	13	12.917		Q= 211.909	2.635		0.000 11.167	C=120 0.116	Pe= 0.000 Pf= 1.290	
M05	13	12.917		q= 0.000	2.5		10.000		Pt= 39.966	Mat="S10"
	14	12.917		Q= 105.734	2.635		0.000 10.000	C=120 0.032	Pe= 0.000 Pf= 0.319	
BL01	12	12.917		q= 0.000	1.25	1T=6.000	5.083		Pt= 41.256	Mat="S40"
	120	14.167		Q= 34.387	1.38	1E=3.000	9.000 14.083	C=120 0.093	Pe= 0.541 Pf= 1.314	

Pipe Information, cont.

Pipe	Node 1 Node 2	Elev [ft]	K-factor	Discharge & Flow [gpm]	Nom i.d. [in]	Fittings num & length [ft]	L [ft] F [ft] T [ft]	C factor psi/ft	total (Pt) elev (Pe) frict (Pf)	Notes
BL02	13	12.917		q= 0.000 1.25	1T=6.000	5.083			Pt= 39.966	Mat="S40"
				Q= 106.174 1.38	1E=3.000	9.000		C=120	Pe= 0.541	
	130	14.167				14.083		0.751	Pf= 10.575	
BL03	130	14.167		q= 0.000 1.25		12.000			Pt= 28.850	Mat="S40"
				Q= 76.710 1.38		0.000		C=120	Pe= 0.000	
	131	14.167				12.000		0.412	Pf= 4.939	
BL04	131	14.167		q= 0.000 1.25		12.000			Pt= 23.911	Mat="S40"
				Q= 49.855 1.38		0.000		C=120	Pe= 0.000	
	132	14.167				12.000		0.185	Pf= 2.225	
BL05	132	14.167		q= 0.000 1		12.000			Pt= 21.686	Mat="S40"
				Q= 24.262 1.049		0.000		C=120	Pe= 0.000	
	133	14.167				12.000		0.186	Pf= 2.232	
BL06	14	12.917		q= 0.000 1.25	1T=6.000	5.083			Pt= 39.647	Mat="S40"
				Q= 105.734 1.38	1E=3.000	9.000		C=120	Pe= 0.541	
	140	14.167				14.083		0.745	Pf= 10.494	
BL07	140	14.167		q= 0.000 1.25		12.000			Pt= 28.611	Mat="S40"
				Q= 76.390 1.38		0.000		C=120	Pe= 0.000	
	141	14.167				12.000		0.408	Pf= 4.901	
BL08	141	14.167		q= 0.000 1.25		12.000			Pt= 23.711	Mat="S40"
				Q= 49.646 1.38		0.000		C=120	Pe= 0.000	
	142	14.167				12.000		0.184	Pf= 2.208	
BL09	142	14.167		q= 0.000 1		12.000			Pt= 21.503	Mat="S40"
				Q= 24.160 1.049		0.000		C=120	Pe= 0.000	
	143	14.167				12.000		0.185	Pf= 2.215	
DROP01	120	14.167		q= 0.000 1	1T=5.000	1.000			Pt= 39.402	Mat="S40"
				Q= 34.387 1.049		5.000		C=120	Pe= -0.433	
	A01	13.167				6.000		0.355	Pf= 2.128	
DROP02	130	14.167		q= 0.000 1	1T=5.000	1.000			Pt= 28.850	Mat="S40"
				Q= 29.465 1.049		5.000		C=120	Pe= -0.433	
	A02	13.167				6.000		0.266	Pf= 1.599	
DROP03	131	14.167		q= 0.000 1	1T=5.000	1.000			Pt= 23.911	Mat="S40"
				Q= 26.855 1.049		5.000		C=120	Pe= -0.433	
	A03	13.167				6.000		0.224	Pf= 1.347	
DROP04	132	14.167		q= 0.000 1	1T=5.000	1.000			Pt= 21.686	Mat="S40"
				Q= 25.593 1.049		5.000		C=120	Pe= -0.433	
	A04	13.167				6.000		0.205	Pf= 1.232	
DROP05	133	14.167		q= 0.000 1	1T=5.000	1.000			Pt= 19.453	Mat="S40"
				Q= 24.262 1.049		5.000		C=120	Pe= -0.433	
	A05	13.167				6.000		0.186	Pf= 1.116	
DROP06	140	14.167		q= 0.000 1	1T=5.000	1.000			Pt= 28.611	Mat="S40"
				Q= 29.344 1.049		5.000		C=120	Pe= -0.433	
	A06	13.167				6.000		0.264	Pf= 1.587	

Pipe Information, cont.

Pipe	Node 1 Node 2	Elev [ft]	K-factor	Discharge & Flow [gpm]	Nom i.d. [in]	Fittings num & length [ft]	L [ft] F [ft] T [ft]	C factor psi/ft	total (Pt) elev (Pe) frict (Pf)	Notes
DROP07	141	14.167		q= 0.000	1	1T=5.000	1.000		Pt= 23.711	Mat="S40"
				Q= 26.744	1.049		5.000	C=120	Pe= -0.433	
	A07	13.167					6.000	0.223	Pf= 1.337	
DROP08	142	14.167		q= 0.000	1	1T=5.000	1.000		Pt= 21.503	Mat="S40"
				Q= 25.486	1.049		5.000	C=120	Pe= -0.433	
	A08	13.167					6.000	0.204	Pf= 1.223	
DROP09	143	14.167		q= 0.000	1	1T=5.000	1.000		Pt= 19.288	Mat="S40"
				Q= 24.160	1.049		5.000	C=120	Pe= -0.433	
	A09	13.167					6.000	0.185	Pf= 1.108	

Material CodesPipe Material

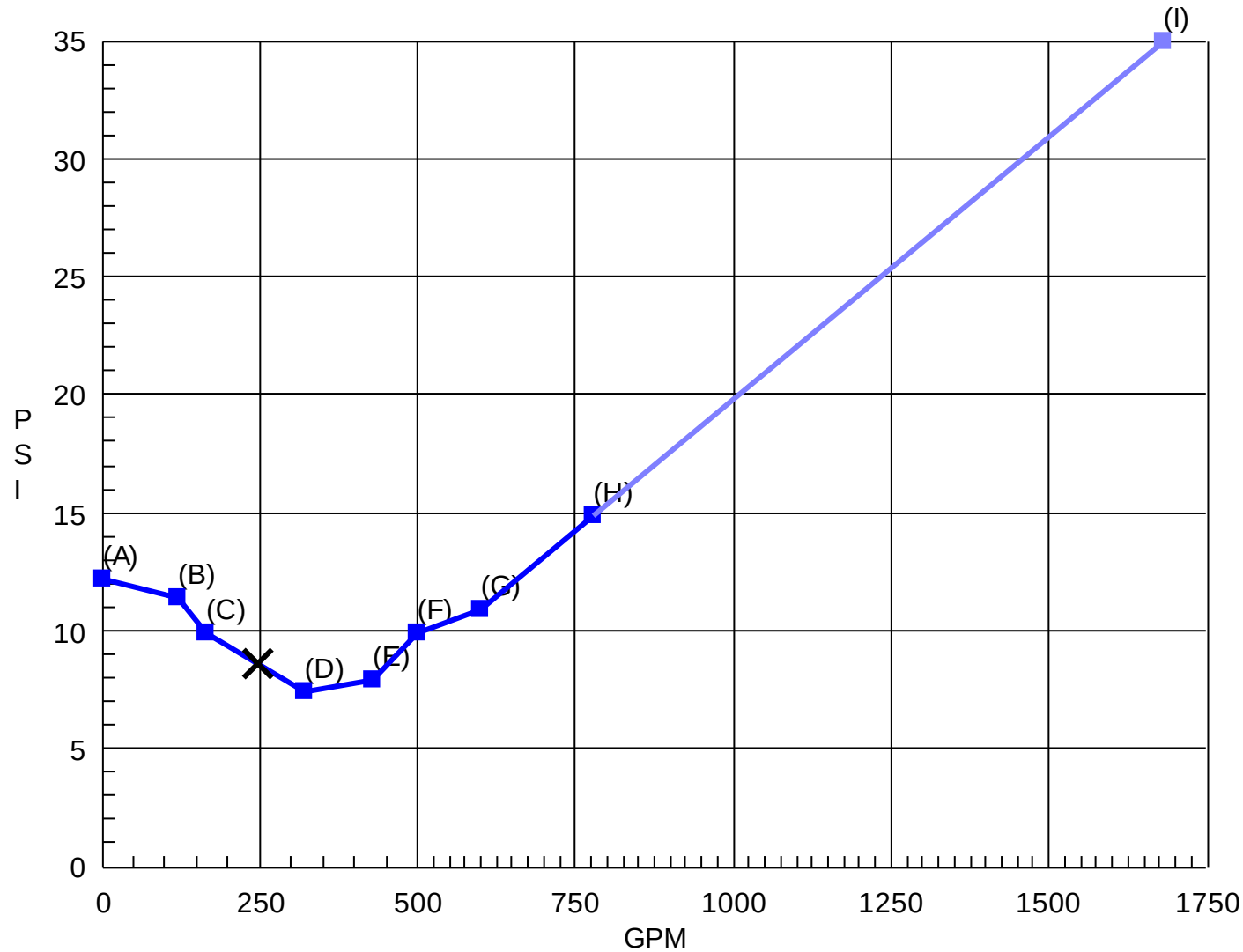
S10 - Schedule 10 Steel
 S40 - Schedule 40 Steel
 CDI52 - Cement Lined Ductile Iron Thickness Class 52

Fittings

B - Butterfly Valve
 E - Standard 90 degree elbow
 G - Gate Valve
 T - Tee - Flow turn 90 degrees

Backflow Preventer

located in pipe "R02"



Given Values:

- A) 12.25 psi at 0.0 gpm
- B) 120 gpm at 11.5 psi
- C) 165 gpm at 10 psi
- D) 320 gpm at 7.5 psi
- E) 430 gpm at 8 psi
- F) 500 gpm at 10 psi
- G) 600 gpm at 11 psi
- H) 780 gpm at 15 psi

Extrapolated:

- I) 1680 gpm at 35 psi

Calculated:

- X) 246.3 gpm at 8.69 psi

Hydraulic Calculations for

Project: Teton County Search & Rescue
300 South Batch Plant Road
Jackson, WY 83001

Drawing no.: FX101

Date: 10/20/2023

Design

Remote area number: 02
Remote area location: Upper Level Shop Area
Occupancy classification: Ordinary Hazard Group II
Density: 0.20 GPM/SQ. FT.
Area of application: 1,500 SQ. FT.
Coverage per sprinkler: Varies
Type of sprinklers calculated: 5.6 K-Factor Upright Sprinklers
No. of sprinklers calculated: 13
In rack demand: N/A
Hose streams: 250 GPM outside + N/A inside
Total water required (including hose streams): 605.15 gpm at 95.07 psi [10.48 psi safety margin (9.9%)]
Total water required at base of system riser: 355.15 gpm at 68.79 psi
Type of system: Wet Pipe
Volume of dry or preaction system: N/A

Water Supply Information

Date: 8/24/2023
Location: WY-22
Source: Jorgensen Associates

Contractor: Old Faithful Fire Sprinklers, Inc.
P.O. Box 2915
1025 South Highway 89
Jackson, WY 83001

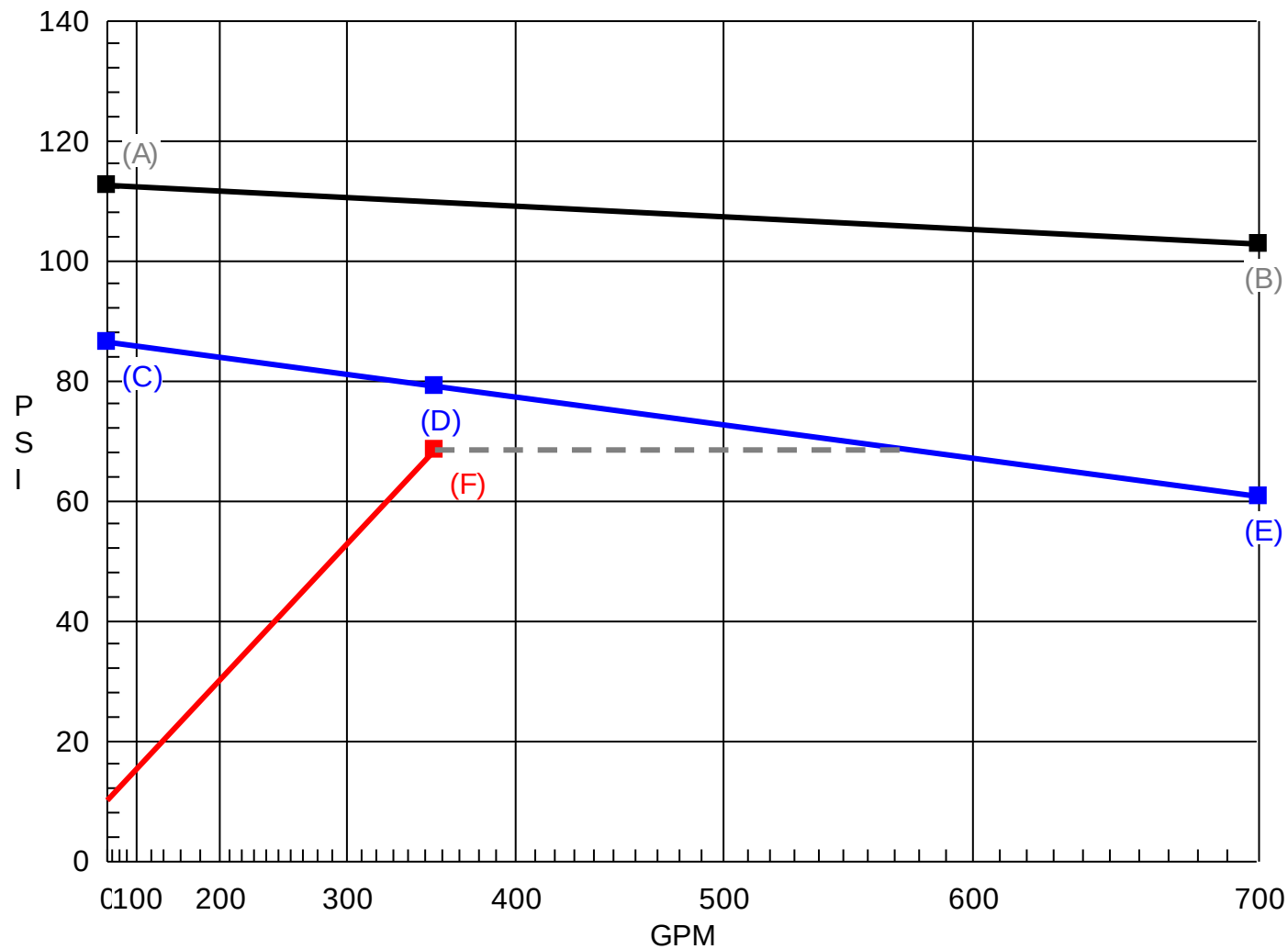
Under contract with: Teton County Road & Levee
P.O. Box 9575
Jackson, WY 83002

Name of designer: Coffman Engineers
751 Osterman Drive, Suite 104
Bozeman, MT 59715

Authority having jurisdiction: Jackson Hole Fire Department/ EMS
40 E Pearl Avenue
Jackson, WY 83001

Notes

Hydraulic Demand Graph



Water Source:

A) 113 psi Static

B) 700 gpm at 103.25 psi

Source at BOR:

C) 86.53 psi Static

D) 355.1 gpm at 79.27 psi

E) 700 gpm at 61.04 psi

Demand at BOR:

F) 355.1 gpm at 68.79 psi

Supply Analysis

Node at	Static Pressure [psi]	Residual Pressure [psi]	Flow [gpm]	Available Pressure [psi]	Total Demand [gpm]	Required Pressure [psi]
01	113.0	95.0	975.0	105.55	605.15	95.07

Node Analysis

Node Tag	Elev [ft]	Type	Pressure [psi]	Discharge [gpm]	Notes
01	-28.000	source	95.073	-605.148	
02	-29.000	ref	95.496	250.000	
03	-38.000	ref	99.236	0.000	
04	-7.000	ref	85.414	0.000	
05	1.000	ref	79.601	0.000	
06	2.000	ref	71.069	0.000	
07	2.000	ref	70.965	0.000	
B0R	4.833	ref	68.790	0.000	
T0R	13.583	ref	64.741	0.000	
10	14.333	ref	60.148	0.000	
20	22.750	ref	55.568	0.000	
21	22.750	ref	34.143	0.000	
22	22.750	ref	31.621	0.000	
23	22.750	ref	30.447	0.000	
24	22.750	ref	30.123	0.000	
B01	25.417	K=5.60	32.760	32.052	125 SQ FT
B02	25.417	K=5.60	28.257	29.768	125 SQ FT
B03	26.417	K=5.60	25.311	28.173	121 SQ FT
B04	27.417	K=5.60	22.504	26.565	121 SQ FT
B05	28.417	K=5.60	19.718	24.867	121 SQ FT
B06	25.417	K=5.60	27.165	29.187	125 SQ FT
B07	26.417	K=5.60	24.312	27.612	121 SQ FT
B08	27.417	K=5.60	21.596	26.024	121 SQ FT
B09	28.417	K=5.60	18.900	24.346	121 SQ FT
B10	25.417	K=5.60	26.864	29.025	125 SQ FT
B11	26.417	K=5.60	24.037	27.455	121 SQ FT
B12	27.417	K=5.60	21.345	25.872	121 SQ FT
B13	28.417	K=5.60	18.675	24.200	121 SQ FT

Pipe Information

negative pipe flow (Q) indicates flow is from node 2 towards node 1

Pipe	Node 1 Node 2	Elev [ft]	K-factor	Discharge & Flow [gpm]	Nom i.d. [in]	Fittings num & length [ft]	L [ft] F [ft] T [ft]	C factor psi/ft	total (Pt) elev (Pe) frict (Pf)	Notes
UG01	01	-28.000		q=-605.148	6		1.000		Pt= 95.073	Mat="CDI52"
	02	-29.000		Q= 605.148	6.16		0.000	C=140	Pe= -0.433	
							1.000	0.01	Pf= 0.010	
UG02	02	-29.000		q= 250.000	6	1E=20.084	19.000		Pt= 95.496	Mat="CDI52"
	03	-38.000		Q= 355.148	6.16	1G=4.304	24.388	C=140	Pe= -3.897	
							43.388	0.004	Pf= 0.157	
UG03	03	-38.000		q= 0.000	8	1T=55.354	295.000		Pt= 99.236	Mat="CDI52"
	04	-7.000		Q= 355.148	8.27	4E=113.872	169.226	C=140	Pe= 13.423	
							464.226	0.001	Pf= 0.400	
UG04	04	-7.000		q= 0.000	4	1T=29.067	28.500		Pt= 85.414	Mat="CDI52"
	05	1.000		Q= 355.148	4.1	2E=29.067	61.041	C=140	Pe= 3.464	
						1G=2.907	89.541	0.026	Pf= 2.349	
R01	05	1.000		q= 0.000	4	1E=13.167	2.000		Pt= 79.601	Mat="S10"
	06	2.000		Q= 355.148	4.26		13.167	C=120	Pe= 0.433	
							15.167	0.029	Pf= 0.439	Pdev=7.66 psi
R02	06	2.000		q= 0.000	4		2.750		Pt= 71.069	Mat="S40"
	07	2.000		Q= 355.148	4.026		0.000	C=120	Pe= 0.000	
							2.750	0.038	Pf= 0.105	
R03	07	2.000		q= 0.000	4	1E=13.167	3.750		Pt= 70.965	Mat="S10"
	BOR	4.833		Q= 355.148	4.26	1B=15.800	28.968	C=120	Pe= 1.227	
							32.718	0.029	Pf= 0.947	
R04	BOR	4.833		q= 0.000	4		9.000		Pt= 68.790	Mat="S10"
	TOR	13.583		Q= 355.148	4.26		0.000	C=120	Pe= 3.789	
							9.000	0.029	Pf= 0.261	
M01	TOR	13.583		q= 0.000	4	3E=39.501	55.250		Pt= 64.741	Mat="S10"
	10	14.333		Q= 355.148	4.26	2T=52.668	92.170	C=120	Pe= 0.325	
							147.420	0.029	Pf= 4.268	
M02	10	14.333		q= 0.000	4	1T=26.334	6.000		Pt= 60.148	Mat="S10"
	20	22.750		Q= 355.148	4.26		26.334	C=120	Pe= 3.644	
							32.334	0.029	Pf= 0.936	
M03	20	22.750		q= 0.000	2.5	1E=8.237	63.083		Pt= 55.568	Mat="S10"
	21	22.750		Q= 355.148	2.635		8.237	C=120	Pe= 0.000	
							71.320	0.3	Pf= 21.425	
M04	21	22.750		q= 0.000	2.5		10.000		Pt= 34.143	Mat="S10"
	22	22.750		Q= 323.095	2.635		0.000	C=120	Pe= 0.000	
							10.000	0.252	Pf= 2.522	
M05	22	22.750		q= 0.000	2.5		10.000		Pt= 31.621	Mat="S10"
	23	22.750		Q= 213.721	2.635		0.000	C=120	Pe= 0.000	
							10.000	0.117	Pf= 1.174	
M06	23	22.750		q= 0.000	2.5		10.000		Pt= 30.447	Mat="S10"
	24	22.750		Q= 106.553	2.635		0.000	C=120	Pe= 0.000	
							10.000	0.032	Pf= 0.324	

Pipe Information, cont.

Pipe	Node 1 Node 2	Elev [ft]	K-factor	Discharge & Flow [gpm]	Nom i.d. [in]	Fittings num & length [ft]	L [ft] F [ft] T [ft]	C factor psi/ft	total (Pt) elev (Pe) frict (Pf)	Notes
BL01	21	22.750		q= 0.000 2	1E=5.000	4.917			Pt= 34.143	Mat="S40"
				Q= 32.052 2.067	1T=10.000	15.000		C=120	Pe= 1.155	
	B01	25.417				19.917		0.011	Pf= 0.228	
BL02	22	22.750		q= 0.000 2	1E=5.000	4.917			Pt= 31.621	Mat="S40"
				Q= 109.374 2.067	1T=10.000	15.000		C=120	Pe= 1.155	
	B02	25.417				19.917		0.111	Pf= 2.209	
BL03	B02	25.417	5.6	q= 29.768 1.5		12.083			Pt= 28.257	Mat="S40"
				Q= 79.606 1.61		0.000		C=120	Pe= 0.433	
	B03	26.417				12.083		0.208	Pf= 2.514	
BL04	B03	26.417	5.6	q= 28.173 1.25		12.083			Pt= 25.311	Mat="S40"
				Q= 51.432 1.38		0.000		C=120	Pe= 0.433	
	B04	27.417				12.083		0.196	Pf= 2.374	
BL05	B04	27.417	5.6	q= 26.565 1		12.083			Pt= 22.504	Mat="S40"
				Q= 24.867 1.049		0.000		C=120	Pe= 0.433	
	B05	28.417				12.083		0.195	Pf= 2.353	
BL06	23	22.750		q= 0.000 2	1E=5.000	4.917			Pt= 30.447	Mat="S40"
				Q= 107.169 2.067	1T=10.000	15.000		C=120	Pe= 1.155	
	B06	25.417				19.917		0.107	Pf= 2.127	
BL07	B06	25.417	5.6	q= 29.187 1.5		12.083			Pt= 27.165	Mat="S40"
				Q= 77.982 1.61		0.000		C=120	Pe= 0.433	
	B07	26.417				12.083		0.2	Pf= 2.420	
BL08	B07	26.417	5.6	q= 27.612 1.25		12.083			Pt= 24.312	Mat="S40"
				Q= 50.369 1.38		0.000		C=120	Pe= 0.433	
	B08	27.417				12.083		0.189	Pf= 2.284	
BL09	B08	27.417	5.6	q= 26.024 1		12.083			Pt= 21.596	Mat="S40"
				Q= 24.346 1.049		0.000		C=120	Pe= 0.433	
	B09	28.417				12.083		0.187	Pf= 2.262	
BL10	24	22.750		q= 0.000 2	1E=5.000	4.917			Pt= 30.123	Mat="S40"
				Q= 106.553 2.067	1T=10.000	15.000		C=120	Pe= 1.155	
	B10	25.417				19.917		0.106	Pf= 2.105	
BL11	B10	25.417	5.6	q= 29.025 1.5		12.083			Pt= 26.864	Mat="S40"
				Q= 77.528 1.61		0.000		C=120	Pe= 0.433	
	B11	26.417				12.083		0.198	Pf= 2.394	
BL12	B11	26.417	5.6	q= 27.455 1.25		12.083			Pt= 24.037	Mat="S40"
				Q= 50.072 1.38		0.000		C=120	Pe= 0.433	
	B12	27.417				12.083		0.187	Pf= 2.259	
BL13	B12	27.417	5.6	q= 25.872 1		12.083			Pt= 21.345	Mat="S40"
				Q= 24.200 1.049		0.000		C=120	Pe= 0.433	
	B13	28.417				12.083		0.185	Pf= 2.237	

Material Codes

Pipe Material

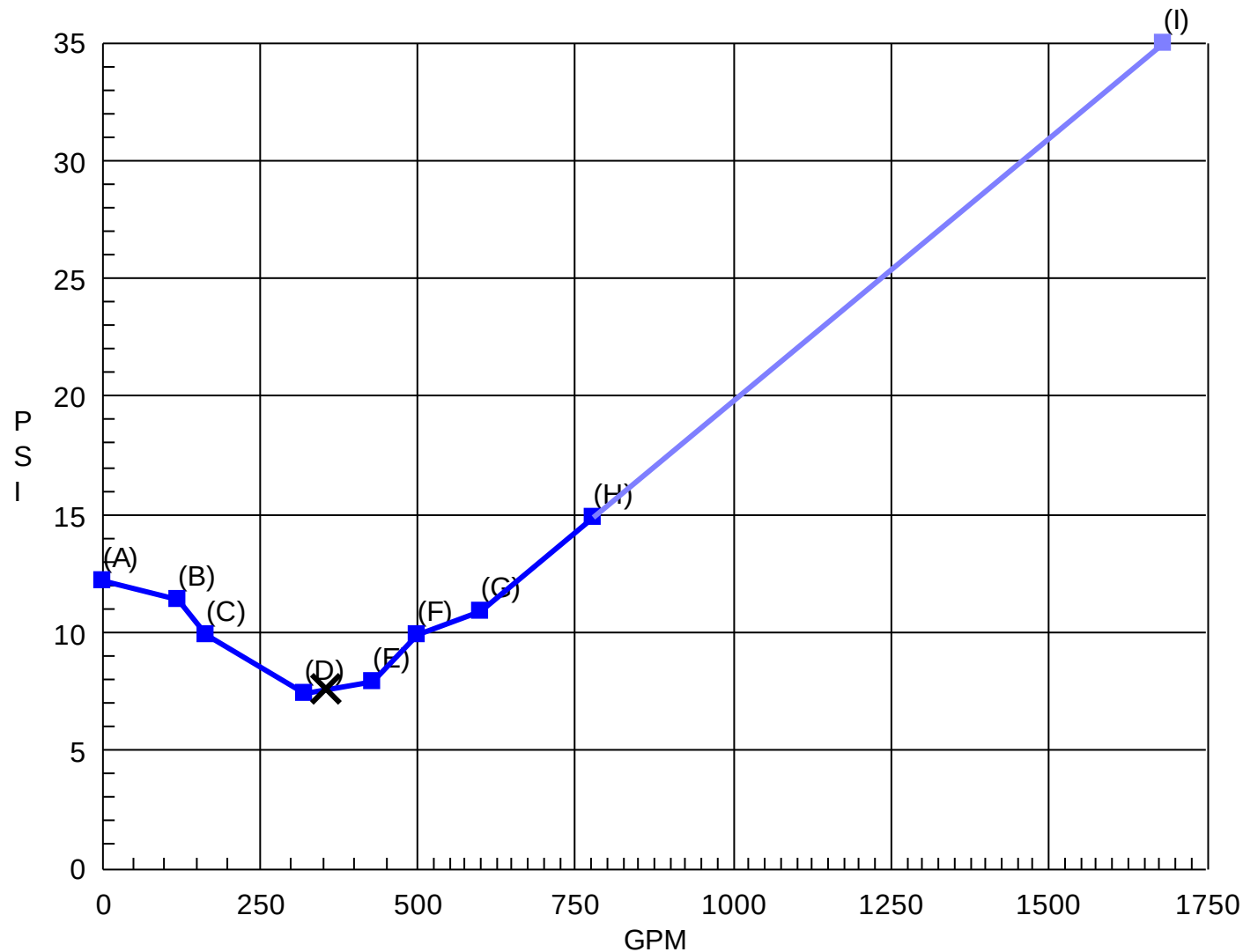
S10 - Schedule 10 Steel
S40 - Schedule 40 Steel
CDI52 - Cement Lined Ductile Iron Thickness Class 52

Fittings

B - Butterfly Valve
E - Standard 90 degree elbow
G - Gate Valve
T - Tee - Flow turn 90 degrees

Backflow Preventer

located in pipe "R01"



Given Values:

- A) 12.25 psi at 0.0 gpm
- B) 120 gpm at 11.5 psi
- C) 165 gpm at 10 psi
- D) 320 gpm at 7.5 psi
- E) 430 gpm at 8 psi
- F) 500 gpm at 10 psi
- G) 600 gpm at 11 psi
- H) 780 gpm at 15 psi

Extrapolated:

- I) 1680 gpm at 35 psi

Calculated:

- X) 355.1 gpm at 7.66 psi

Main Drain Used for Backflow Preventer Testing

Teton County Search & Rescue Modification

Coffman Job # 232423

Size of Drain Pipe: 2"

Type: Schedule 40 Galvanized Steel

	<u>English Units</u>	<u>Metric Units</u>
Inside Diameter of Pipe	d = 2.067 in	52.5 mm
Friction loss coefficient	C = 120	120
Worst case sprinkler flow in gpm	Q = 355 gpm	1343.8 LPM
Friction loss per unit	p = 0.97919 psi/linear ft	22.1499 KPa/Meter
Hazen Williams Formula	$p = \frac{4.52 \times Q^{1.85}}{C^{1.85} \times d^{4.87}}$	
Total Length of Drain Piping		
Including Fittings	L = 45.0 ft	13.7 meters
Total Friction Loss Through 2" Drain Piping	P = 44.06 psi	303.81 KPa
Pressure Available From Source at Sprinkler Flow	105.50 psi	727.40 KPa
<u>- Pressure Loss Through Underground and Backflow</u>	26.28 psi	181.21 KPa
<u>- Pressure Loss Through 2" Drain Piping</u>	44.06 psi	
Pressure at Main Drain Outlet	35.15 psi	242.37 KPa
Flow through open outlet with c=.9 for safety factor	$Q = 29.84 \cdot c \cdot d^2 \cdot \sqrt{p}$	
Flow Available Through Drain Outlet	Q = 1106 gpm	4185.0 LPM

Available flow through drain piping outlet is higher than worst case sprinkler flow:

Yes



JORGENSEN

It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

Teton County
Search and Rescue
Infrastructure Improvements
JA PROJECT 17100

FIRE HYDRANT REPORT

Name: TOJ/WY22 SAR Connection Hydrant	Type: Fire Hydrant	Location: 1255 W. Hwy. 22
Date: 8/24/2023	Status: Operational	
Flush Duration, min: 10 min	Flow, gpm: 975	Residual Pressure, psi: 95
Comments & Recommendations:		
Static pressure 113 psi. Hydrant is fully functional and in good condition (caps, threads, chains, paint all good). To conduct this flow test we connected a splitter to the 4.5 inch pumper nozzle, a fifty foot length of 2.5 inch fire hose connected to a Pollard diffuser with an internal pitot gauge and flow meter. This allows some direction of discharge water but causes a slight reduction in flow rate. Unrestricted flow from the hydrant may be higher than reported.		

Jackson, WY · Pinedale, WY

TETON COUNTY SEARCH AND RESCUE INFRASTRUCTURE IMPROVEMENTS

LOCATED WITHIN
NW 1/4 NE 1/4 SECTION 32, T41N, R116W, 6TH PM
TETON COUNTY, WYOMING



STATE OF WYOMING
OFFICE OF STATE LANDS
HERSCHLER BUILDING, 3RD FLOOR
CHEYENNE, WY 82002



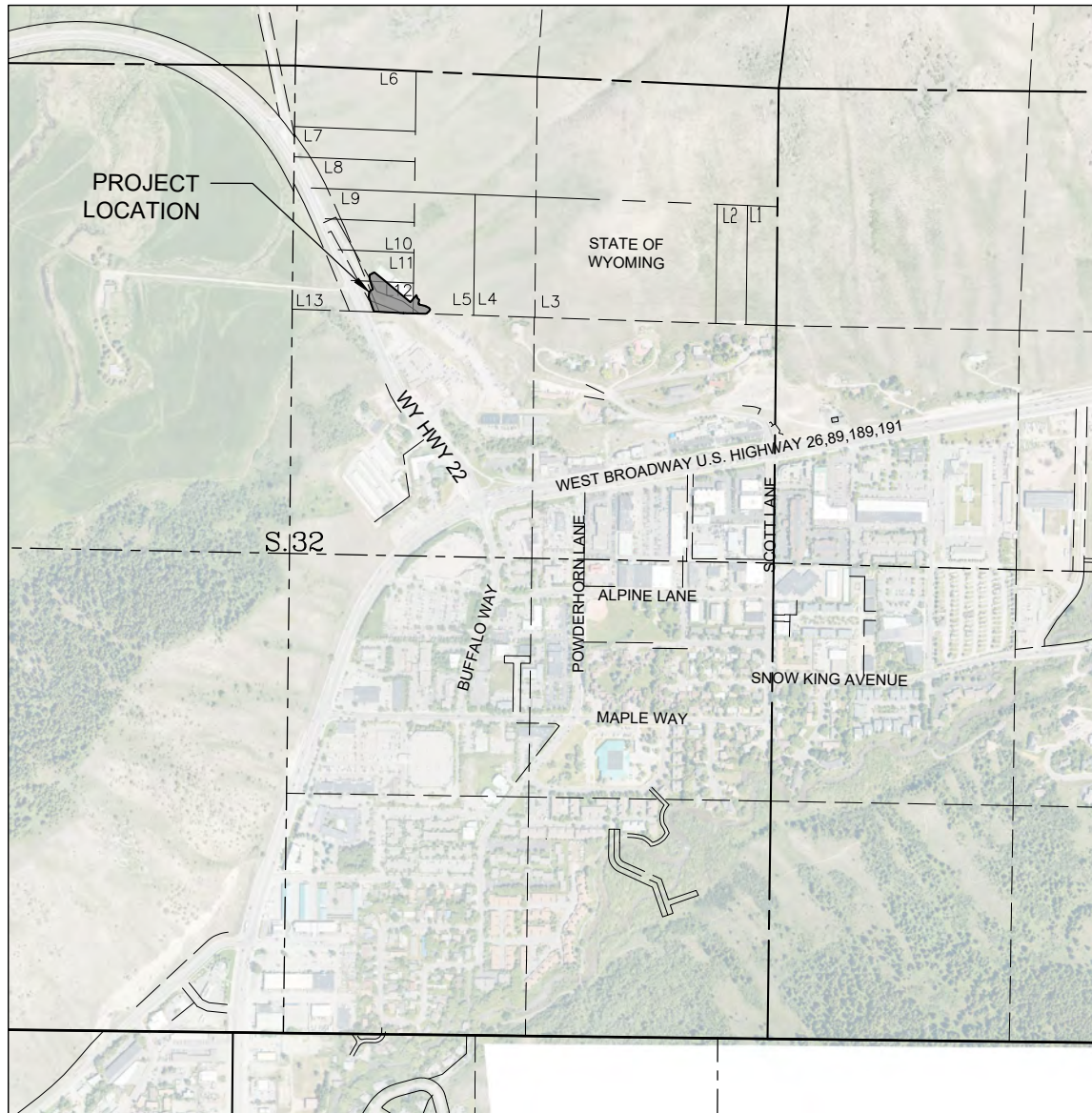
TETON COUNTY WYOMING
P.O. BOX 1727
JACKSON, WYOMING 83001
307.733.3317



TETON COUNTY SEARCH AND RESCUE
P.O. BOX 1063 / 300 BATCH PLANT
JACKSON, WYOMING 83001
307.732.8337



JORGENSEN ASSOCIATES, INC.
P.O. BOX 9550 / 1315 S. HWY 89, #203
JACKSON, WYOMING 83002
307.733.5150



VICINITY MAP
1" = 1000'
FOR 11x17 PRINTS

SHEET INDEX

- C1.0 - TITLE VICINITY MAP & SHEET INDEX
- C1.1 - LEGEND & GENERAL NOTES
- C2.0 - EXISTING CONDITIONS
- C3.0 - PROJECT OVERVIEW
- C3.1 - SEARCH & RESCUE SITE PLAN
- C4.0 - WATER SERVICE PLAN & PROFILE
- C4.1 - SEWER SERVICE PLAN & PROFILE
- C5.0 - GRADING DETAILS
- C5.1 - WATER & SEWER DETAILS



PROJECT TITLE:
TETON COUNTY SEARCH & RESCUE
INFRASTRUCTURE IMPROVEMENTS
PIDN: 22-41-16-28-3-00-030
SECTION 28, T41N, R116W, 6TH PM
TETON COUNTY, WYOMING

SHEET TITLE:
TITLE VICINITY MAP & SHEET INDEX

- PRELIMINARY -
SUBJECT TO CORRECTION
AND APPROVAL

DRAFTED BY:	KB
REVIEWED BY:	AJ
PLAN VERSION	DATE
50% CD SET	07/23/2020
GEC PERMIT SET	04/06/2021
WESTVIEW EXHIBIT	08/12/2022
DRAFT BID SET V4	09/21/2023
TOJ W&S CONNECTION	01/29/2024

PROJECT NUMBER	17100.10.108
SHEET	C1.0

GENERAL NOTES:

1. PROJECT SCOPE: INFRASTRUCTURE IMPROVEMENTS THE TETON COUNTY SEARCH AND RESCUE FACILITY.
2. PROJECT IS LOCATED WITHIN A LEASED BOUNDARY FROM THE STATE OF WYOMING OFFICE OF STATE LANDS AND INVESTMENTS.
3. DISTURBANCE AREA: +/- 0.77 ACRES
4. THE PROJECT WILL BEGIN IN THE SPRING OF 2024 AND END IN THE FALL OF 2024.
5. CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO BETWEEN THE HOURS OF 7:00 AM AND 7:00 PM, MONDAY THROUGH FRIDAY, UNLESS OTHERWISE APPROVED BY THE OWNER. NO WORK EXCEPT FOR EMERGENCIES WILL BE ALLOWED ON SATURDAYS, SUNDAYS, OR LEGAL HOLIDAYS.
6. ALL SITE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS AND THE TETON COUNTY / TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS. ANY CONSTRUCTION RELATED ACTIVITIES NOT IN CONFORMANCE WITH APPROVED AND PERMITTED PLANS AND/OR SEQUENCING MAY RESULT IN TERMINATION OF WORK.
7. ALL EXCAVATION ACTIVITIES SHALL COMPLY WITH PERMIT REQUIREMENTS ISSUED FOR THE PROJECT. CONTRACTOR SHALL REVIEW AND BE RESPONSIBLE FOR PERMIT COMPLIANCE.
8. VERBAL NOTICE OF ANY CHANGES OR MODIFICATIONS THAT ARE NOT CONSISTENT WITH THE TERMS AND CONDITIONS OF THE REQUIRED PERMITS SHALL BE GIVEN TO THE APPROPRIATE COUNTY / TOWN DEPARTMENTS. ADDITIONAL WRITTEN NOTICE OR INFORMATION MAY BE REQUIRED AND ADDITIONAL REVIEW FEES MAY APPLY. WRITTEN PERMISSION MAY BE REQUIRED PRIOR TO MODIFICATIONS TO THE PERMIT PLANS.
9. PRIOR TO START OF CONSTRUCTION ACTIVITIES, THE APPLICANT SHALL CONTACT THE APPROPRIATE TOWN OF JACKSON / TETON COUNTY PUBLIC WORKS DEPARTMENT AND SCHEDULE A PRE-CONSTRUCTION MEETING. FAILURE TO MEET WITH THE PUBLIC WORKS DEPARTMENT PRIOR TO START OF CONSTRUCTION ACTIVITIES WILL RESULT IN STOPPAGE OF WORK ON SITE. THE PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED 48-HOURS PRIOR TO COMMENCING ANY LAND DISTURBING ACTIVITIES.
10. THE DESIGN ENGINEER OF RECORD FOR ALL WATER AND SEWER INFRASTRUCTURE AND GRADING SHALL INSPECT AND PROVIDE WRITTEN APPROVAL OF CONSTRUCTION. THE PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED TO ALLOW FOR WITNESSING OF ALL REQUIRED TESTING. FIELD REPORTS REGARDING THE INSTALLATIONS SHALL BE KEPT AND MAY BE REQUIRED BY THE PUBLIC WORKS DEPARTMENT. RECORD DRAWINGS OF THE INSTALLATION SHALL BE PROVIDED ALONG WITH ALL APPLICABLE CERTIFICATES OF COMPLETION.
11. IF NECESSARY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY WYPDES STORMWATER PERMIT AND / OR CONSTRUCTION DEWATERING PERMIT PRIOR TO COMMENCING ANY LAND DISTURBING ACTIVITIES.
12. TETON COUNTY GIS LISTS VEGETATION COVER AS SAGEBRUSH DRY SHRUBLAND, SNOWBERRY, CHOKECHERRY, SERVICEBERRY, MIXED PLANTED AND INTRODUCED GRASSLAND HERBACEOUS VEGETATION.
13. THE SUBJECT PROPERTY IS LOCATED WITHIN THE NATURAL RESOURCES AND SCENIC RESOURCE OVERLAYS.
14. THE SUBJECT PROPERTY IS NOT LOCATED WITH THE WILDLAND URBAN INTERFACE OR THE NATIONAL WILD AND SCENIC ZONING OVERLAYS.
15. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL BURIED AND OVERHEAD UTILITIES PRIOR TO ANY EXCAVATION IN THE VICINITY. UTILITY LOCATIONS SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND BASED ON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. ENGINEER DOES NOT WARRANT THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN FOR EXISTING UTILITIES. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES PRIOR TO INSTALLING IMPROVEMENTS. PRIVATE UNDERGROUND UTILITIES EXIST IN THE PROJECT AREA. CONTACT ENGINEER TO LOCATE EXISTING WATER, SEWER LINES.
16. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY VARIATIONS OR DISCREPANCIES.
17. CONTRACTOR TO CONFIRM STOCKPILE AND STAGING LOCATIONS WITH THE OWNER.
18. FILL MATERIAL SHALL BE SUITABLE ON-SITE OR IMPORTED MATERIAL WITH ROCK NO LARGER THAN 6 INCHES IN DIAMETER. LARGER MATERIAL MAY BE PLACED ONLY WHEN AUTHORIZED BY ENGINEER.
19. SUBGRADE, PIT RUN SUBBASE, AND SITE FILL MATERIALS SHALL BE MECHANICALLY COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557 (AASHTO T-99-STANDARD PROCTOR DENSITY) IN LIFTS NOT TO EXCEED 8 INCHES IN LOOSE THICKNESS.
20. CRUSHED GRAVEL BASE MATERIAL SHALL BE GRADING H OR GRADING W.
21. CRUSHED GRAVEL BASE COURSES SHALL BE MECHANICALLY COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557(AASHTO T-180-MODIFIED PROCTOR DENSITY).
22. CONSTRUCTION SITE DELINEATION FENCING SHALL BE PROVIDED AS SHOWN ON THE PLANS AN AS NEEDED TO PROTECT THE PUBLIC FROM HAZARDS DURING CONSTRUCTION. THE FENCE SHALL REMAIN IN PLACE AND INTACT FOR AS LONG AS NECESSARY TO PROTECT THE PUBLIC.
23. DESTRUCTION AND DAMAGE TO TREES AND OTHER NATURAL VEGETATION SHALL BE MINIMIZED AND ALL DISTURBED SURFACES SHALL BE RESEDED AS SOON AS PRACTICABLE IN ACCORDANCE TO THE REVEGETATION SPECIFICATIONS.
24. APPROVED SEDIMENTATION CONTROLS AND SILT RETENTION SHALL BE PROVIDED, PLACED, AND MAINTAINED DURING CONSTRUCTION AS NEEDED TO PREVENT OFFSITE STORM FLOW AS IDENTIFIED IN THE APPROVED GRADING AND EROSION CONTROL PLAN. SEDIMENTATION CONTROL LOCATIONS TO BE VERIFIED ON SITE, ACTUAL LENGTHS MAY VARY. STRAW WATTLE SHALL BE PLACED AT ALL LOW SPOTS AT PROPERTY BOUNDARY TO PROTECT SEDIMENT FROM ENTERING ADJACENT PROPERTIES AND HIGHWAY.
25. THE APPROVED EROSION CONTROL PLAN SHALL BE LOCATED ON SITE. EROSION CONTROL MEASURES SHALL BE INSPECTED AFTER EACH RAIN AND AT LEAST ONCE EACH WEEK. EROSION DAMAGE TO ADJOINING SURFACES AND DRAINAGE WAYS AS A RESULT OF LAND DEVELOPING OR DISTURBING ACTIVITIES SHALL BE REPAIRED IMMEDIATELY.
26. ALL TEMPORARY STOCKPILE, MATERIAL STAGING, AND CONSTRUCTION EQUIPMENT PARKING LOCATIONS SHALL BE WITHIN THE PROPERTY UNLESS OTHER ARRANGEMENT IS MADE WITH ADJACENT PROPERTY OWNERS. NO PARKING OF VEHICLES OR EQUIPMENT WILL BE ALLOWED ON HIGHWAY 22 OR BATCH PLANT ROAD. AREAS IDENTIFIED ON THIS PLAN MAY BE MODIFIED ON SITE ACCORDING TO THE CONSTRUCTION MANAGEMENT PLAN.
27. PRIMARY CONSTRUCTION ACCESS WILL BE FROM THE EXISTING HIGHWAY 22 ACCESS ON BATCH PLANT ROAD.
28. ALL PROPOSED SLOPES STEEPER THAN 2:1 SHALL BE COVERED WITH BIONET S150BN EROSION CONTROL MAT, OR APPROVED EQUAL.
29. COPIES OF ALL AGREEMENTS AND/OR EASEMENTS SHALL BE PROVIDED TO THE TETON COUNTY PUBLIC WORKS DEPARTMENT PRIOR TO GRADING ON ADJACENT PROPERTIES FOR TEMPORARY OR PERMANENT CONSTRUCTION ACTIVITIES.

30. FUGITIVE DUST WILL BE CONTROLLED BY WATERING DURING DRY PERIODS OR AS REQUIRED BY ENGINEER.
31. ALL PUBLIC ROADS SHALL BE MAINTAINED CLEAR OF DEBRIS DURING CONSTRUCTION. SHOULD DEBRIS BE TRACKED ONTO PUBLIC ROADS FROM THE CONSTRUCTION SITE, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CLEAN THE AFFECTED AREAS.
32. CONSTRUCTION SITE SHALL REMAIN CLEAN AND ALL TRASH AND CONSTRUCTION DEBRIS SHALL NOT ENTER INTO ADJACENT PROPERTIES OR ROADWAY.
33. ALL EXCAVATED MATERIALS SHALL BE STOCKPILED AND PROCESSED ON-SITE ONLY AT LOCATIONS AS DESIGNATED ON THE PLANS.
34. TOPS OF CUT AND FILL SLOPES SHALL BE ROUNDED TO AVOID RAVELING AND EROSION.
35. A FOUR INCH MINIMUM LAYER OF TOPSOIL SHALL BE PLACED ON ALL SLOPES AND AREAS STRIPPED FOR GRADING.
36. CUT AND FILL SLOPES SHALL NOT EXCEED 2:1 WITHOUT SPECIAL STABILIZATION AND APPROVAL FROM ENGINEER.

INVASIVE SPECIES MANAGEMENT STRATEGIES:

1. CONTRACTOR SHALL MONITOR THE PROJECT SITE FOR THE GROWTH OF NOXIOUS WEEDS. NOXIOUS WEEDS SHALL BE REPORTED TO THE TETON COUNTY WEED AND PEST DISTRICT OFFICE.
2. WEEDS SHALL BE CONTROLLED BY SPRAYING, LIMITING DISTURBANCE AREA, OR OTHER MEANS PRIOR TO REVEGETATION AND AFTER REVEGETATION IS COMPLETE. CONTRACTOR AND OWNER SHALL FOLLOW WEED MANAGEMENT STRATEGIES TO CONTROL NOXIOUS WEEDS.

PRE-CONSTRUCTION MANAGEMENT STRATEGIES:
APPLICABLE TO CONSTRUCTION BEGINNING AFTER MAY 1 AND BEFORE NOVEMBER 15

1. KNOWN INFESTATIONS WILL BE TREATED AT LEAST TWO WEEKS PRIOR TO CONSTRUCTION USING METHODS LISTED BELOW.

ACTIVE CONSTRUCTION MANAGEMENT STRATEGIES:

1. ALL CONSTRUCTION EQUIPMENT WILL BE CLEANED PRIOR TO ENTERING THE SITE.
2. SOIL STOCKPILES WILL BE ROUTINELY CHECKED AND TREATED FOR INVASIVE SPECIES.
3. DISTURBANCE OUTSIDE OF THE CONSTRUCTION ZONE AND IN AREAS WHERE INVASIVE SPECIES ARE PRESENT WILL BE MINIMIZED.
4. ALL AREAS OUTSIDE OF THE CONSTRUCTION ZONE WILL BE KEPT ON ACTIVE MANAGEMENT USING THE METHODS LISTED BELOW. THIS AREA WILL BE MONITORED AND TREATED AT LEAST TWICE EACH GROWING SEASON.

POST-CONSTRUCTION MANAGEMENT STRATEGIES:

1. REVEGETATION TO OCCUR IMMEDIATELY AFTER CONSTRUCTION IS COMPLETE TO PREVENT THE ESTABLISHMENT OF INVASIVE SPECIES IN THE DISTURBED AREAS.
2. NURSERY STOCK WILL BE USED 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 WILL BE USED 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.
3. CERTIFIED WEED FREE STRAW, GRAVEL, AND SOIL WILL BE UTILIZED AS POSSIBLE.
4. TCWP WILL BE CONTACTED TO CREATE A POST-CONSTRUCTION INVENTORY.

REVEGETATION SPECIFICATIONS:

(FOLLOW MITIGATION PLAN. FOLLOW THESE SPECIFICATIONS WHERE NOTHING IS SPECIFIED ON MITIGATION PLANS OR BY LANDSCAPE ARCHITECT)																																												
1. SEED MIXTURE:																																												
<table><tr><th>COMMON NAME</th><th>PLS SEEDS/SF</th><th>PLS % MIX</th></tr><tr><td>BLUEBUNCH WHEATGRASS</td><td>10.2</td><td>12%</td></tr><tr><td>SANDBERG BLUEGRASS</td><td>16.8</td><td>20%</td></tr><tr><td>IDAHO FESCUE</td><td>14.4</td><td>18%</td></tr><tr><td>SLENDER WHEATGRASS</td><td>6.1</td><td>7%</td></tr><tr><td>SUBTOTAL:</td><td>47.5</td><td></td></tr><tr><td colspan="3"> </td></tr><tr><td>*QUICKGUARD STERILE TRITICALE HYBRID (ANNUAL COVER)</td><td>0.6</td><td>0.7%</td></tr><tr><td>MOUNTAIN BIG SAGEBRUSH</td><td>22.8</td><td>28%</td></tr><tr><td>BASIN WILD RYE</td><td>1.7</td><td>2%</td></tr><tr><td>RUBBER RABBITBRUSH</td><td>3.2</td><td>4%</td></tr><tr><td>COMMON YARROW</td><td>6.4</td><td>8%</td></tr><tr><td>TOTAL</td><td>82.2</td><td>100%</td></tr><tr><td colspan="3">TOTAL APPLICATION RATE = 21.1 POUNDS/ACRE</td></tr></table>	COMMON NAME	PLS SEEDS/SF	PLS % MIX	BLUEBUNCH WHEATGRASS	10.2	12%	SANDBERG BLUEGRASS	16.8	20%	IDAHO FESCUE	14.4	18%	SLENDER WHEATGRASS	6.1	7%	SUBTOTAL:	47.5					*QUICKGUARD STERILE TRITICALE HYBRID (ANNUAL COVER)	0.6	0.7%	MOUNTAIN BIG SAGEBRUSH	22.8	28%	BASIN WILD RYE	1.7	2%	RUBBER RABBITBRUSH	3.2	4%	COMMON YARROW	6.4	8%	TOTAL	82.2	100%	TOTAL APPLICATION RATE = 21.1 POUNDS/ACRE				
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2. SEED MIXES CONTAINING NATIVE FLOWERING PLANTS SUCH AS LUPINE, YARROW AND PAINTBRUSH ARE ACCEPTABLE.																																												
3. ALL SEED SHALL COMPLY WITH WYOMING SEED LAW. SEED SHALL BE PURCHASED FROM A DEALER LICENSED WITH THE WYOMING DEPARTMENT OF AGRICULTURE. CERTIFICATIONS FOR THE SEED MIX SHALL BE PROVIDED TO THE ENGINEER PRIOR TO SEEDING.																																												
4. TOPSOIL SHALL BE UNIFORMLY SPREAD ON PREPARED SURFACES PRIOR TO SEEDING. REMOVE FOREIGN MATERIALS, WEEDS AND UNDESIRABLE PLANTS FROM THE PREPARED SOIL PRIOR TO SEEDING.																																												
5. HARD PACKED OR CAKED TOPSOIL SURFACES SHALL BE SCARIFIED OR DISKED PRIOR TO SEEDING.																																												
6. SEED SHALL BE UNIFORMLY DISTRIBUTED OVER THE SURFACE BY APPROVED MECHANICAL BROADCASTING DEVICES AND THE GROUND SHALL BE IMMEDIATELY RAKED OR DRAGGED TO COVER THE SEED.																																												
7. SEEDING SHALL BE PERFORMED BETWEEN THE TIME THE FROST LEAVES THE GROUND IN THE SPRING AND BEFORE THE FROST ENTERS THE GROUND IN THE FALL.																																												

ACTIVE CONSTRUCTION MANAGEMENT STRATEGIES:

1. ALL CONSTRUCTION EQUIPMENT SHALL BE CLEANED PRIOR TO ENTERING SITE.
2. SOIL STOCKPILES SHALL BE ROUTINELY CHECKED AND TREATED FOR INVASIVE SPECIES.
3. DISTURBANCE OUTSIDE OF THE CONSTRUCTION ZONE SHALL BE KEPT ON ACTIVE MANAGEMENT. THIS AREA WILL BE MONITORED AND TREATED TWICE EACH GROWING SEASON.
4. CONTRACTOR SHALL PROVIDE A MINIMUM OF 12 CLEARLY DESIGNATED PARKING SPACES THROUGHOUT CONSTRUCTION FOR SEARCH AND RESCUE PERSONNEL.
5. CONTRACTOR SHALL MAINTAIN UNINTERRUPTED HELICOPTER AND AMBULANCE ACCESS TO THE SEARCH AND RESCUE LANDING PAD.
6. NO CONSTRUCTION VEHICLES, TRUCKS, OR EQUIPMENT SHALL BE ALLOWED ON PRIVATE PROPERTY ADJACENT TO THE PROJECT LIMITS.
7. CONTRACTOR SHALL PROVIDE UNINTERRUPTED ACCESS TO ADJACENT PRIVATE PROPERTY THROUGH THE DURATION OF THE PROJECT.

POST CONSTRUCTION MANAGEMENT STRATEGIES:

1. REVEGETATION SHALL OCCUR IMMEDIATELY AFTER CONSTRUCTION IS COMPLETE TO PREVENT ESTABLISHMENT OF INVASIVE SPECIES IN THE DISTURBED AREAS.
2. NURSERY STOCK SHALL BE USED IN ACCORDANCE WITH W.S. 11-9-101-109 (WYOMING NURSERY STOCK LAW), CERTIFIED WEED FREE, AND ACQUIRED THROUGH DEALER LICENSED BY WYOMING DEPARTMENT OF AGRICULTURE.
3. CERTIFIED WEED FREE STRAW, GRAVEL, AND SOIL SHALL BE UTILIZED AS POSSIBLE.
4. TCWP SHALL BE CONTACTED TO CREATE A POST-CONSTRUCTION INVENTORY.

LEGEND:	
	6" SQ. CONCRETE POST WITH 3-1/2" Ø BRASS CAP INSCRIBED "WYOMING DEPT. OF TRANSPORTATION PLS 482" WITH OTHER APPROPRIATE MARKINGS
	2-1/2" Ø ALUMINUM PIPE WITH 3" Ø ALUMINUM CAP INSCRIBED "WYOMING DEPT. OF TRANSPORTATION PLS 482" WITH OTHER APPROPRIATE MARKINGS RM INDICATES REFERENCE MONUMENT
	2-1/2" Ø IRON PIPE WITH 3" Ø BRASS CAP INSCRIBED "U.S. CADASTRAL SURVEY BUREAU OF LAND MANAGEMENT 1956" WITH OTHER APPROPRIATE MARKINGS RM INDICATES REFERENCE MONUMENT
	1" Ø IRON PIPE WITH 2-1/2" Ø BRASS CAP INSCRIBED "U.S. GENERAL LAND OFFICE SURVEY 1956" WITH OTHER APPROPRIATE MARKINGS
	2-1/2" Ø IRON PIPE WITH 3" Ø BRASS CAP INSCRIBED "1998 PE & LS 578" WITH OTHER APPROPRIATE MARKINGS
	5/8" Ø STEEL REINFORCING BAR WITH 2" Ø ALUMINUM CAP INSCRIBED "PLS 566"
	5/8" Ø STEEL REINFORCING BAR WITH 1-1/2" Ø ALUMINUM CAP INSCRIBED "PLS 4270"
	5/8" Ø STEEL REINFORCING BAR WITH 1-1/2" Ø ALUMINUM CAP INSCRIBED "PE & LS 578"
	BOUNDARY, SUBJECT PROPERTY
	BOUNDARY, ADJOINING PROPERTY
	EASEMENT, RECORD, AS NOTED
	EDGE OF PAVEMENT (SEE NOTE AT *)
	EDGE OF GRAVEL (SEE NOTE AT *)
	EDGE OF PATHWAY, CONCRETE
	EDGE OF PATHWAY, ASPHALT
	CURB
	FLOW LINE
	FENCE, CHAIN-LINK, AT GRADE AND ON RETAINING WALL
	INDEX CONTOUR (5' INTERVAL)
	INTERMEDIATE CONTOUR (1' INTERVAL)
	MEASURED BEARING AND DISTANCE
	RECORD BEARING AND DISTANCE
	COMMUNICATIONS PEDESTAL, FIBER OPTIC/TELEPHONE
	COMMUNICATIONS VAULT, SIZE AS NOTED, UNDERGROUND
	COMMUNICATIONS LINE, FIBER OPTIC/TELEPHONE, UNDERGROUND
	GAS LINE, UNDERGROUND
	POWER/UTILITY POLE
	UTILITY LINES, OVERHEAD
	SEWER MANHOLE
	SANITARY SEWER LINE, APPROXIMATE
	STORM DRAIN MANHOLE
	STORM DRAIN LINE, APPROXIMATE
	WATER WELL
	MONITORING WELL
	BORE HOLE

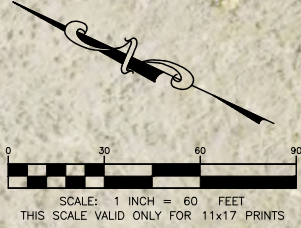
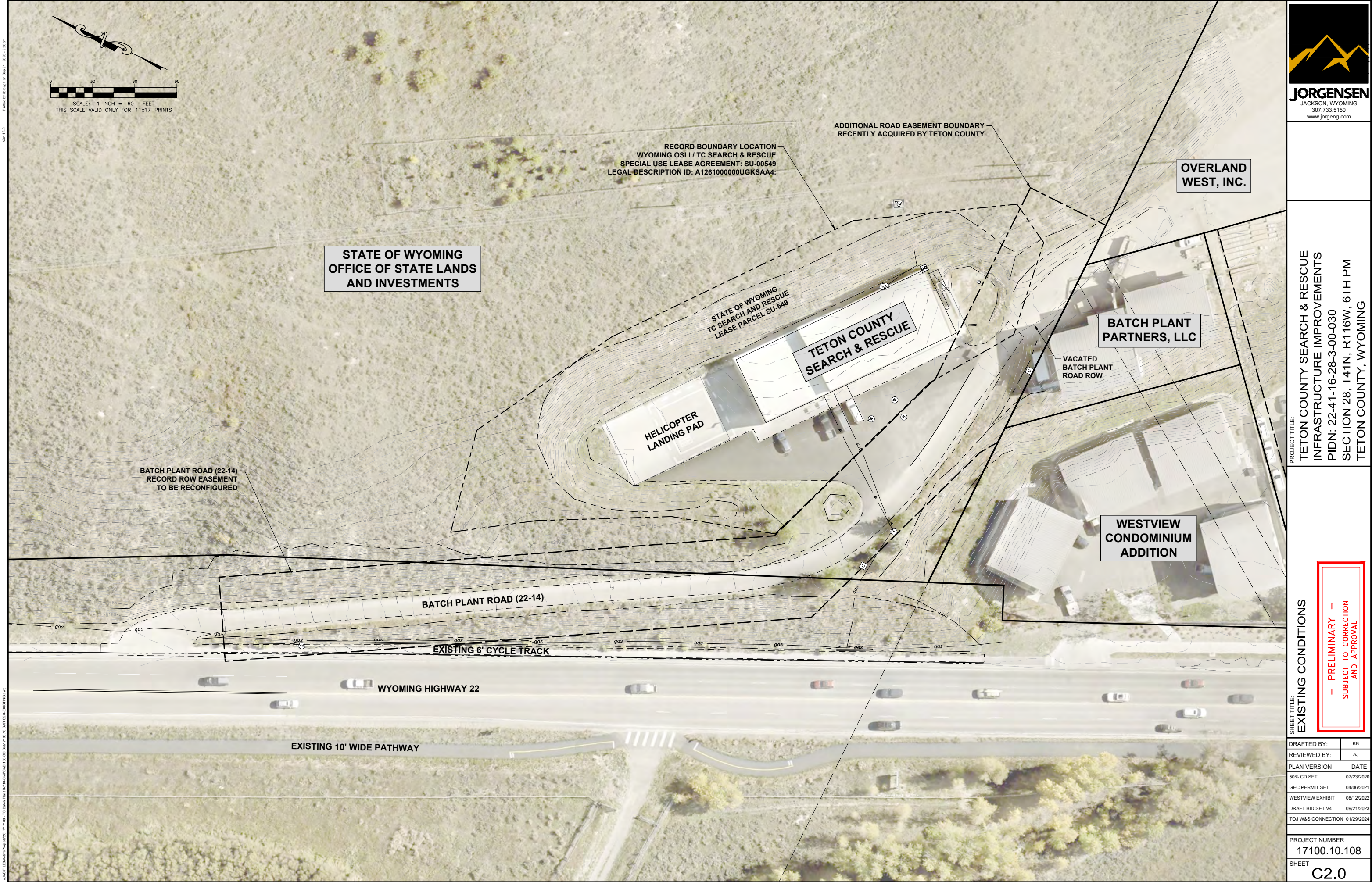


PROJECT TITLE:
TETON COUNTY SEARCH & RESCUE
INFRASTRUCTURE IMPROVEMENTS
PIDN: 22-41-16-28-3-00-030
SECTION 28, T41N, R116W, 6TH PM
TETON COUNTY, WYOMING

SHEET TITLE:
LEGEND & GENERAL NOTES

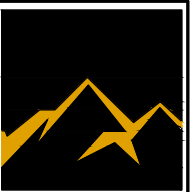
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AND APPROVAL

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REVIEWED BY:	AJ
PLAN VERSION	DATE
50% CD SET	07/23/2020
GEC PERMIT SET	04/06/2021
WESTVIEW EXHIBIT	08/12/2022
DRAFT BID SET V4	09/21/2023
TOJ W&S CONNECTION	01/29/2024
PROJECT NUMBER	17100.10.108
SHEET	C1.1



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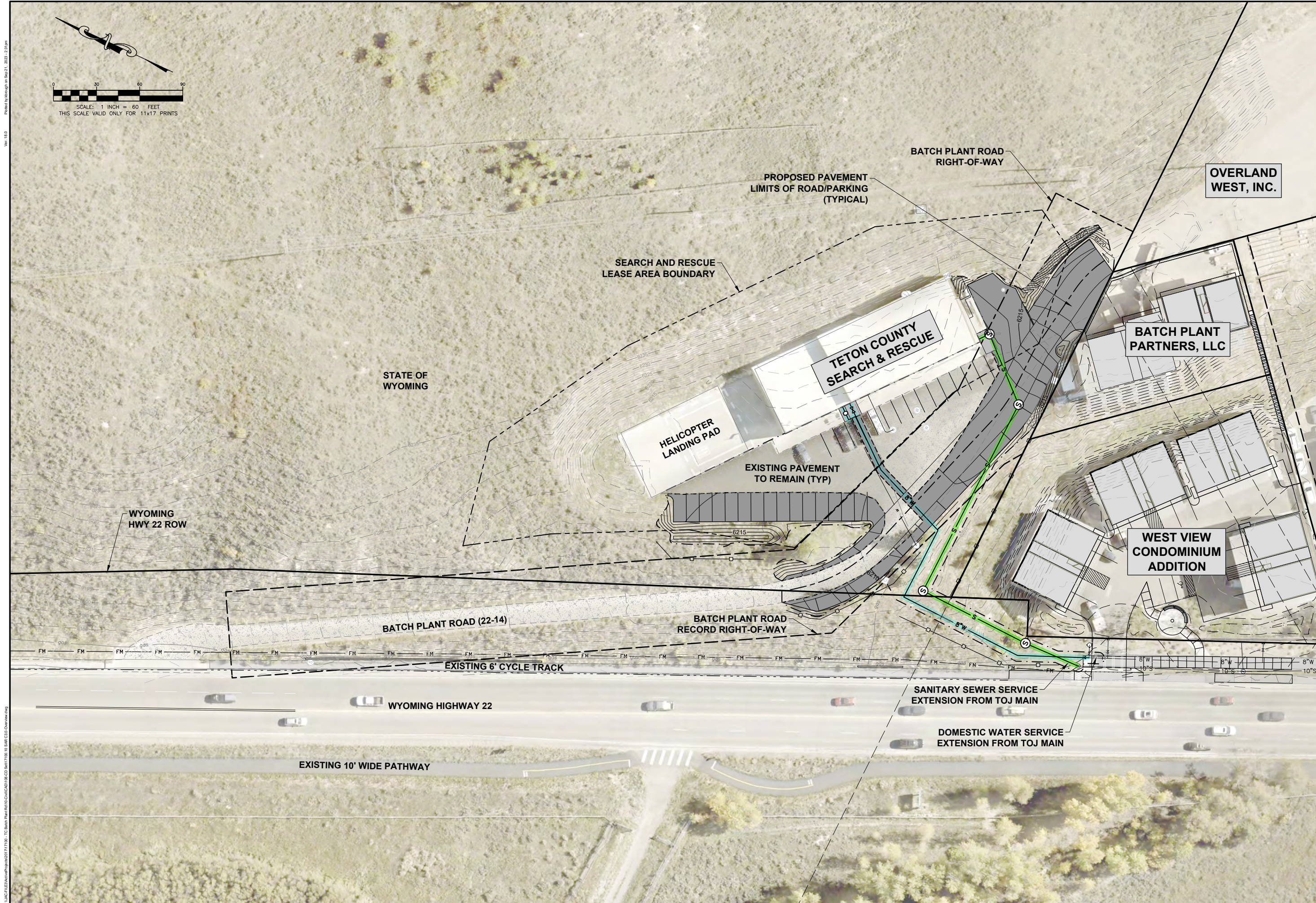
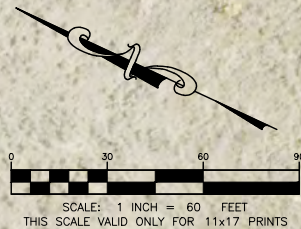
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INFRASTRUCTURE IMPROVEMENTS
PIDN: 22-41-16-28-3-00-030
SECTION 28, T41N, R116W, 6TH PM
TETON COUNTY, WYOMING

SHEET TITLE:
EXISTING CONDITIONS

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REVIEWED BY:	AJ
PLAN VERSION	DATE
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TOJ W&S CONNECTION	01/29/2024
PROJECT NUMBER	17100.10.108
SHEET	C2.0

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TETON COUNTY SEARCH & RESCUE
INFRASTRUCTURE IMPROVEMENTS
PIDN: 22-41-16-28-3-00-030
SECTION 28, T41N, R116W, 6TH PM
TETON COUNTY, WYOMING

SHEET TITLE:
PROJECT OVERVIEW

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PROJECT NUMBER	17100.10.108
SHEET	C3.0

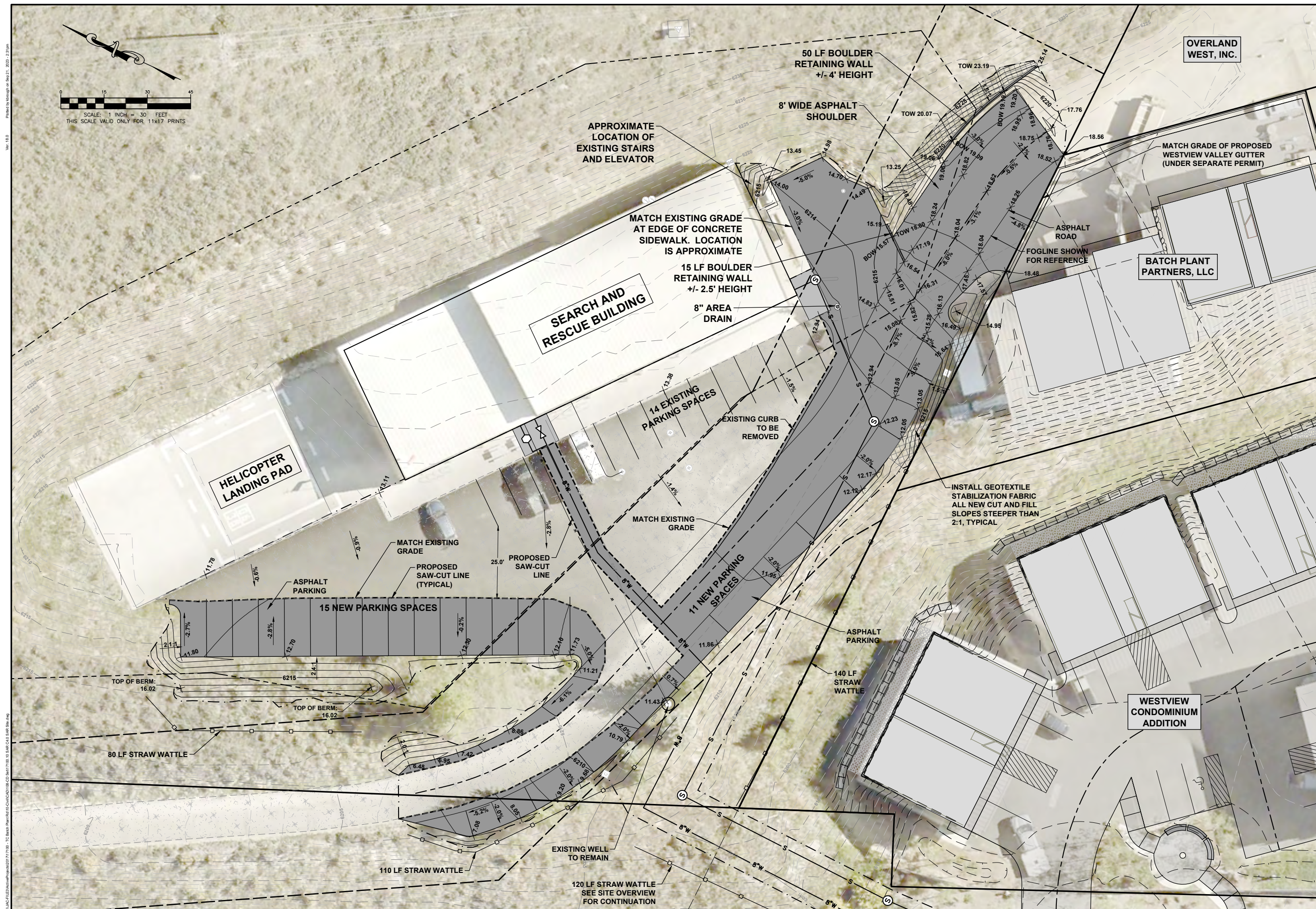


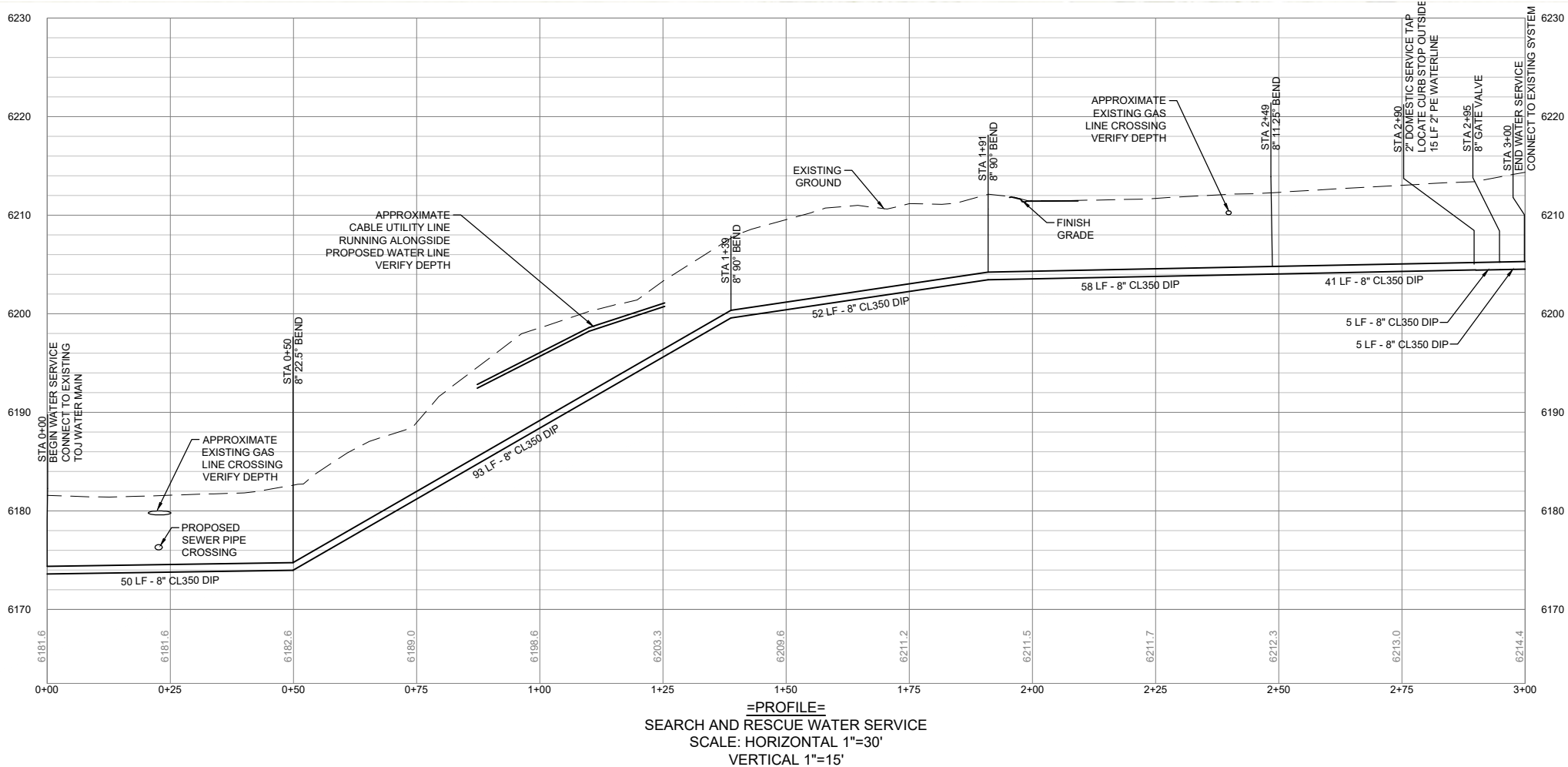
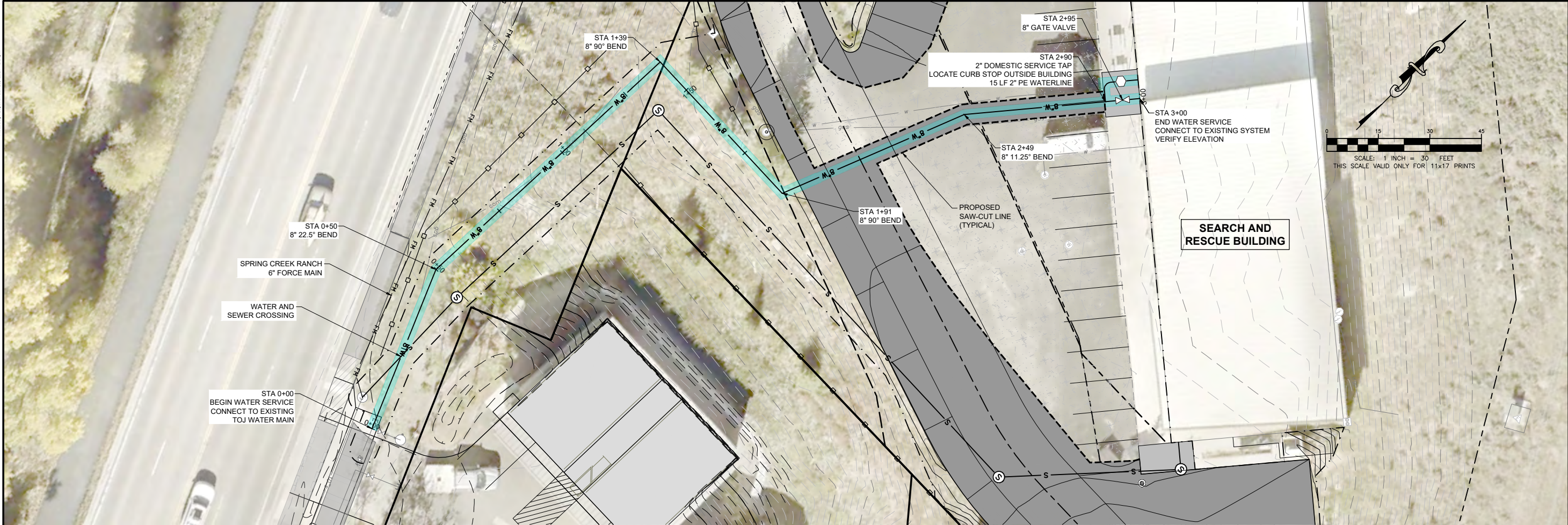
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INFRASTRUCTURE IMPROVEMENTS
PIDN: 22-41-16-28-3-00-030
SECTION 28, T41N, R116W, 6TH PM
TETON COUNTY, WYOMING

SHEET TITLE:
SEARCH & RESCUE SITE PLAN

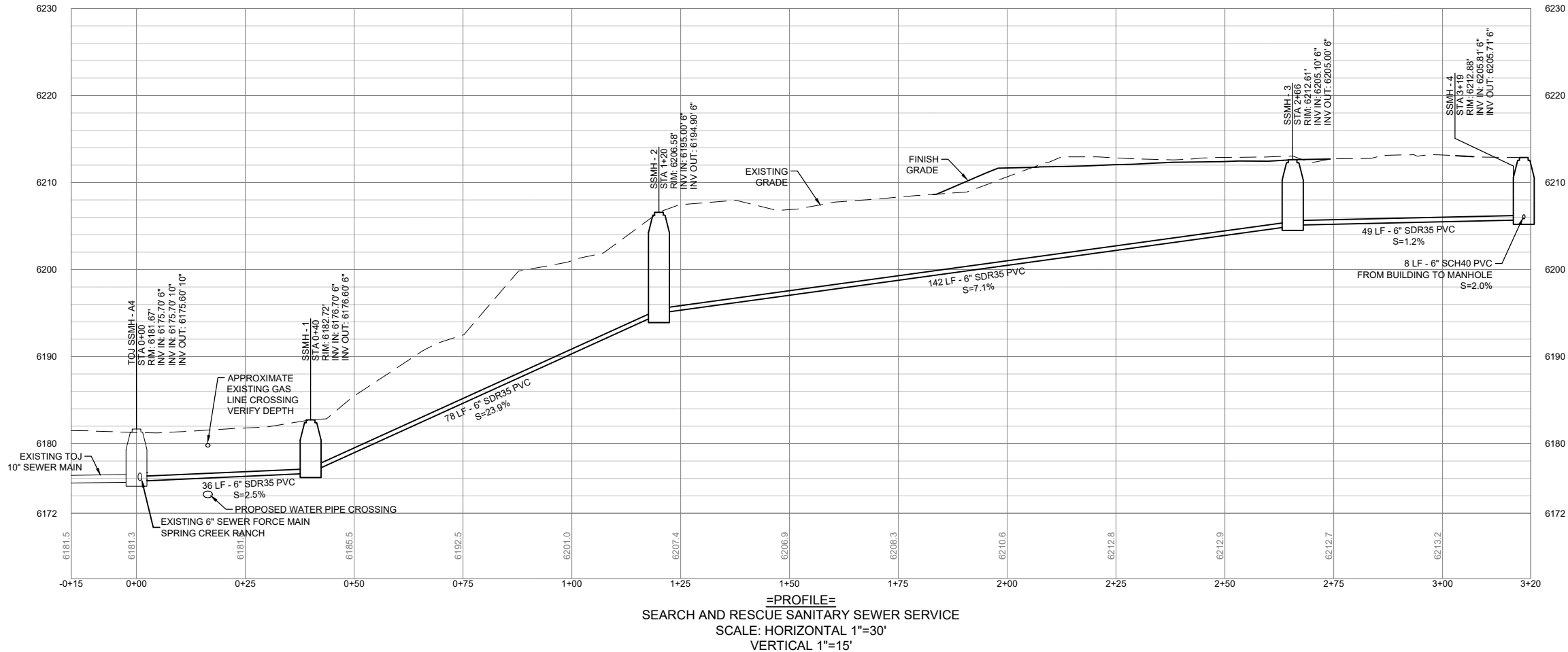
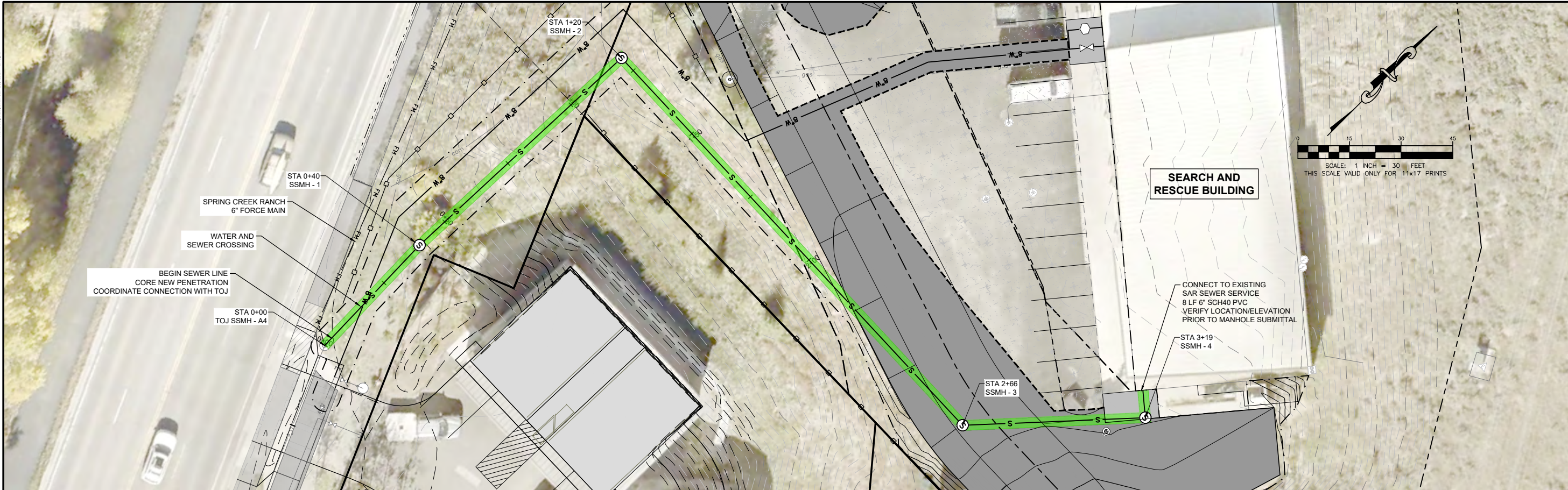
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PROJECT NUMBER	17100.10.108
SHEET	C3.1





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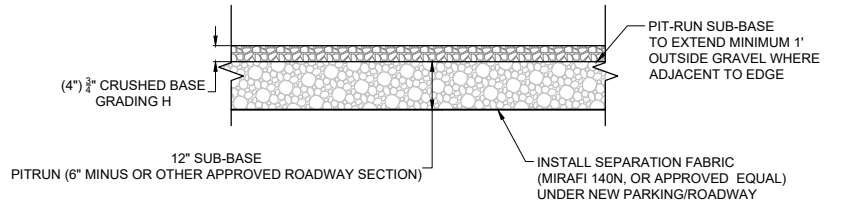
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INFRASTRUCTURE IMPROVEMENTS**
PIDN: 22-41-16-28-3-00-030
SECTION 28, T41N, R116W, 6TH PM
TETON COUNTY, WYOMING

SHEET TITLE:
SEWER SERVICE PLAN & PROFILE

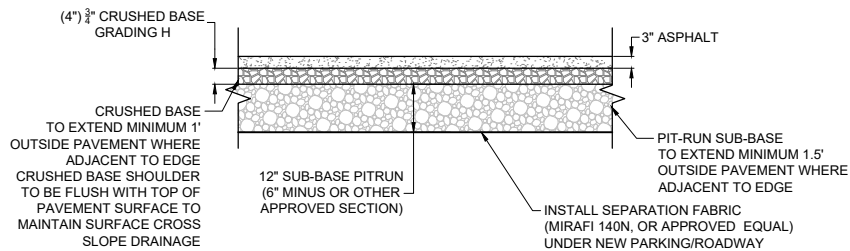
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PROJECT NUMBER	17100.10.108
SHEET	C4.1

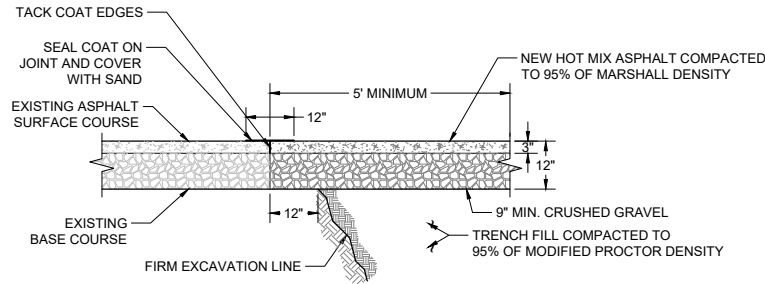


GRAVEL PAD, ROAD, AND SHOULDER

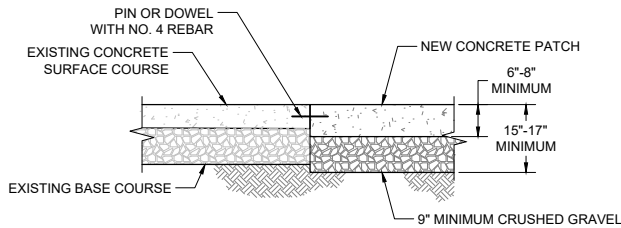


ASPHALT PARKING AND ROAD

1 PARKING IMPROVEMENTS SECTION
C5.0 NOT TO SCALE



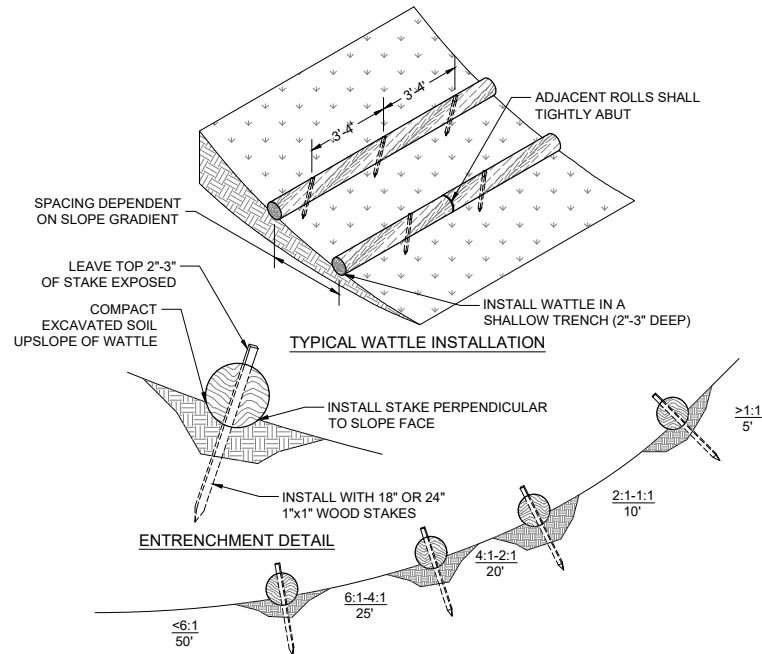
ASPHALT PATCH REPAIR DETAIL



CONCRETE PATCH REPAIR DETAIL

- NOTE:
1. REPLACEMENT ASPHALT SHALL BE 1" THICKER THAN EXISTING WITH A MINIMUM THICKNESS OF 3".
 2. ASPHALT SHALL BE PLACED IN TWO (2) LIFTS, EACH NO LESS THEN 1 1/2" IN THICKNESS, AND COMPACTED TO 95% OF MARSHALL DENSITY.
 3. BITUMINOUS MATERIAL SHALL MEET THE APPLICABLE REQUIREMENTS OF SECTION 02545 BITUMINOUS MATERIAL OF WYOMING PUBLIC WORKS STANDARDS AND SPECIFICATIONS.
 4. PORTLAND CEMENT CONCRETE PAVEMENT SHALL MEET APPLICABLE REQUIREMENTS OF SECTION 02520, 02776 AND 03304 AS DIRECTED BY ENGINEER.

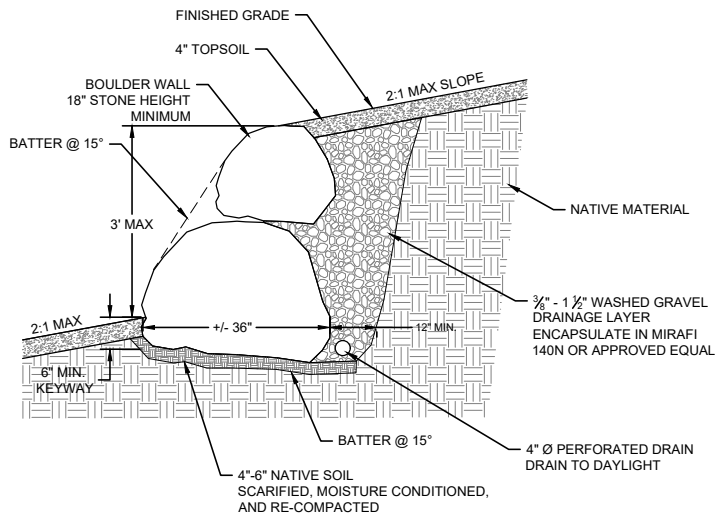
2 CONCRETE AND ASPHALT PATCH DETAIL
C5.0 NOT TO SCALE



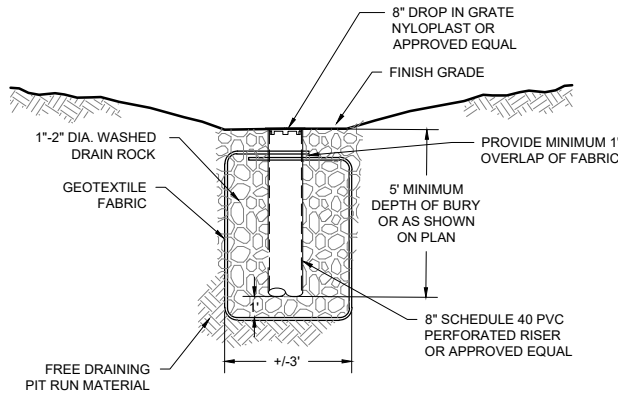
TYPICAL STRAW WATTLE DETAIL

- NOTE
1. BEGIN AT THE LOCATION WHERE THE WATTLE IS TO BE INSTALLED BY EXCAVATING A 2"-3" DEEP BY 9" WIDE TRENCH ALONG THE CONTOUR OF THE SLOPE. EXCAVATED SOIL SHALL BE PLACED UP-SLOPE FROM THE ANCHOR TRENCH.
 2. PLACE THE WATTLE IN THE TRENCH SO THAT IT CONTOURS TO THE SOIL SURFACE. COMPACT SOIL FROM THE EXCAVATED TRENCH AGAINST THE WATTLE ON THE UPHILL SIDE. ADJACENT WATTLES SHOULD TIGHTLY ABUT.
 3. SECURE THE WATTLE WITH 18"-24" STAKES EVERY 3'-4" AND WITH A STAKE ON EACH END. STAKES SHALL BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE LEAVING AT LEAST 2'-3" OF STAKE EXTENDING ABOVE THE WATTLE. STAKES SHALL BE DRIVEN PERPENDICULAR TO THE SLOPE FACE.
 4. EROSION CONTROL PLAN AND LOCATION OF STRAW WATTLES SHALL BE AS SHOWN ON PLANS OR AS APPROVED BY THE ENGINEER.

3 TYPICAL STRAW WATTLE DETAIL
C5.0 NOT TO SCALE



4 SITE BOULDER WALL DETAIL
C5.0 NOT TO SCALE



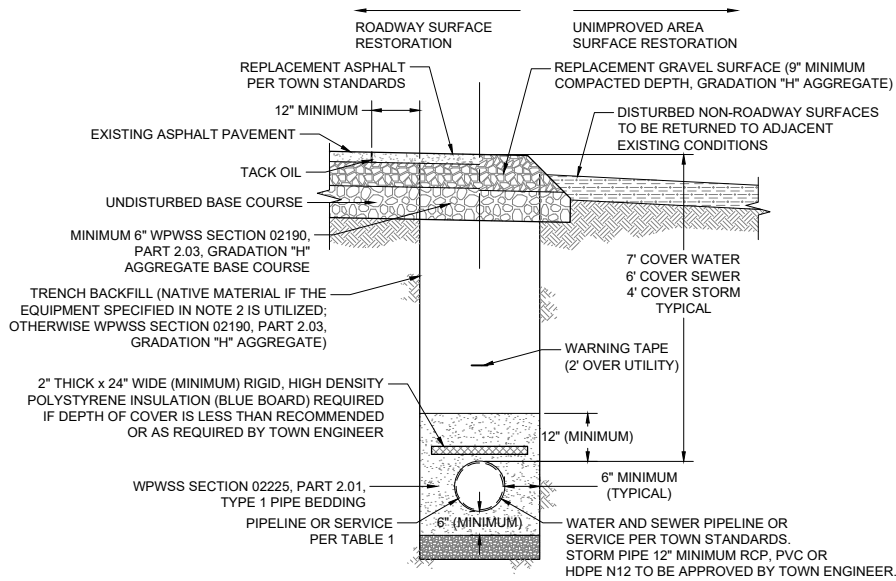
1. MINIMUM PVC PERFORATION PATTERN SHALL BE 3/8" DIA. HOLES AT 12" C-C AROUND TOP OF PIPE. STAGGER HOLES. NO HOLES IN THIRD OF THE PIPE.
2. GEOTEXTILE FABRIC SHALL BE NON-WOVEN AMOCO 4545 OR APPROVED EQUAL.
3. ADVANCED DRAINAGE SYSTEMS ADS N-12 CORRUGATED HIGH DENSITY POLYETHYLENE (HDPE) PIPE MAY BE SUBSTITUTED FOR PVC PIPE. PROVE AASHTO CLASS II PERFORATION - ADS STANDARD PERFORATION. PIPE SHALL BE INSTALLED AS PER MANUFACTURE'S RECOMMENDATIONS.

5 8" AREA DRAIN DETAIL
C5.0 NOT TO SCALE

- PRELIMINARY -
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AND APPROVAL

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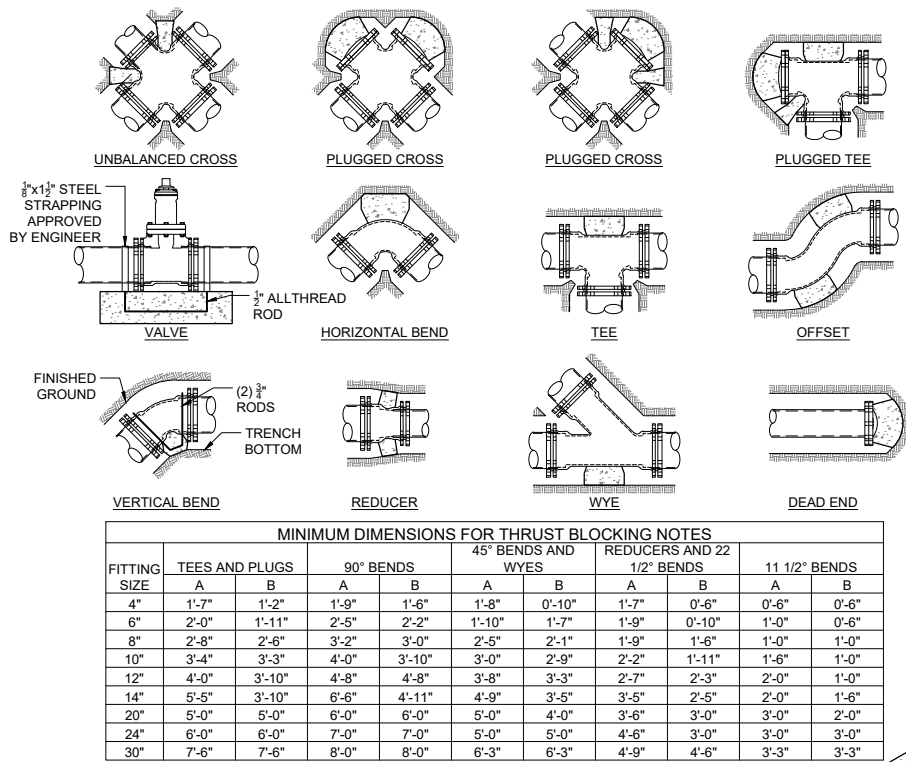
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NOTE

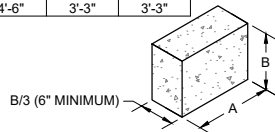
- TRENCH BACKFILL BELOW THE SURFACE SHALL MEET THE FOLLOWING CRITERIA:
 - 95% MODIFIED PROCTOR DENSITY WITHIN STREET AND ALLEY RIGHTS-OF-WAY.
 - 90% MODIFIED PROCTOR DENSITY OUTSIDE STREET AND ALLEY RIGHTS-OF-WAY.
- COMPACTION OF NATIVE TRENCH BACKFILL, WITH ALL ROCK LARGER THAN 6" REMOVED, SHALL BE CARRIED OUT IN 2' LIFTS WITH A HOE-PACK OR A VIBRATORY SHEEPS FOOT ROLLER (COMPACTION METHOD AND EQUIPMENT SHALL BE REVIEWED AND APPROVED BY TOWN ENGINEER PRIOR TO BACKFILLING).
- PIPE BEDDING SHALL BE PLACED IN 6" LIFTS AND THOROUGHLY COMPACTED WITH A JUMPING JACK TO PROVIDE UNIFORM PIPE SUPPORT.
- UNLESS OTHERWISE DIRECTED, ALL BASE COURSE AND GRAVEL SURFACE REPLACEMENT SHALL BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
- ALL TRENCH EXCAVATION SHALL CONFORM TO WYOMING OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (WYOSHA) REGULATIONS.
- PROVIDE INSULATION WHERE COVER OVER WATER LINES AND FORCE MAINS ARE LESS THAN 7 FEET AND WHERE SANITARY SEWER AND STORM LINES ARE LESS THAN 5 FEET.

1 PIPE TRENCH DETAIL
C5.1 NOT TO SCALE TOJ W-100, SS-100, STM-100

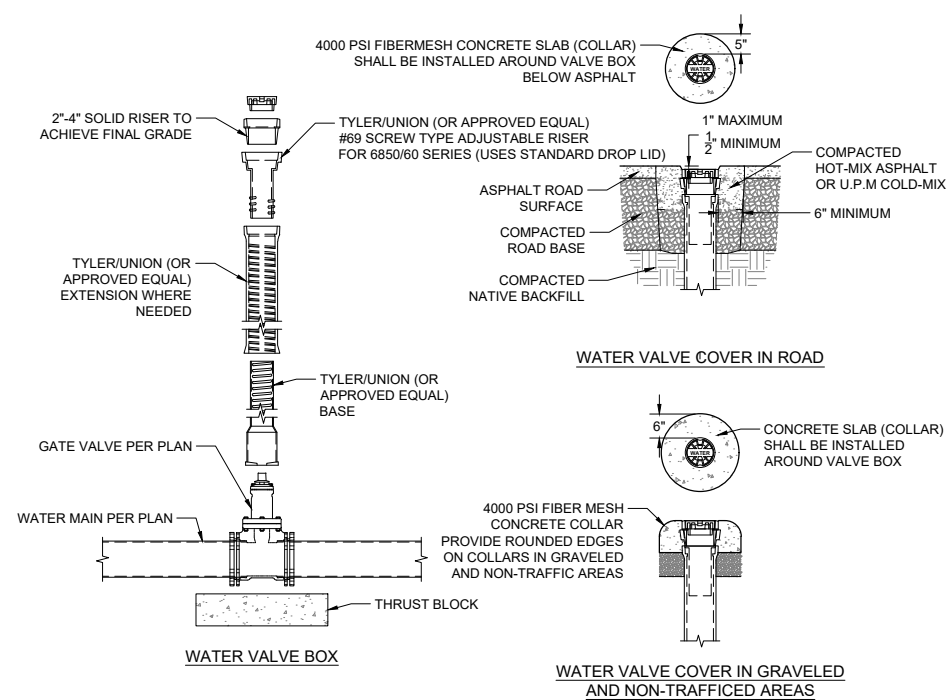


NOTES

- SIZE BLOCKS SHALL BE A MINIMUM OF 6" THICK
- ALL BLOCKING SHALL BEAR AGAINST UNIDISTRIBUTED MATERIAL
- DESIGN IS BASED ON 150 PSI MAIN PRESSURE AND 2000 PSF SOIL BEARING CAPACITY.
- 4 MIL POLYETHYLENE PLASTIC BOND BREAKER SHALL BE PROVIDED BETWEEN THRUST BLOCK AND WATER PIPE



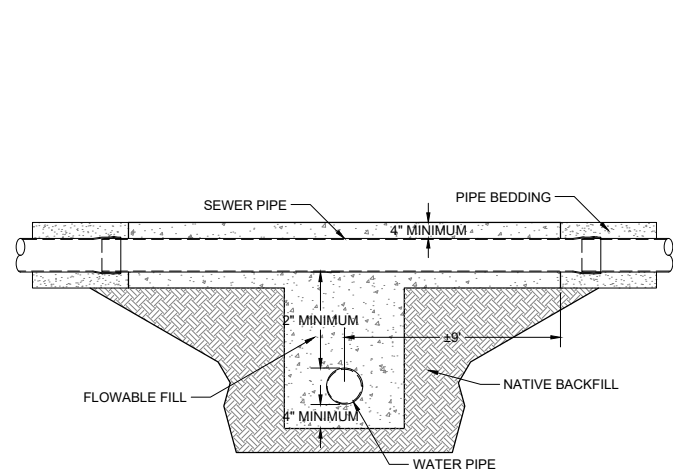
2 THRUST BLOCK DETAILS
C5.1 NOT TO SCALE TOJ W-111



NOTE:

- ADJUST WATER VALVE BOX UPWARD OR DOWNWARD AS REQUIRED. FINAL ADJUSTMENT SHALL BE MADE AFTER PAVING AND BEFORE SEAL COATING
- THE TOWN SHALL INSPECT THE VERTICAL ALIGNMENT BEFORE AND AFTER BACKFILLING.
- MUD PLUGS ARE REQUIRED TO BE PLACED IN ALL VALVE BOXES

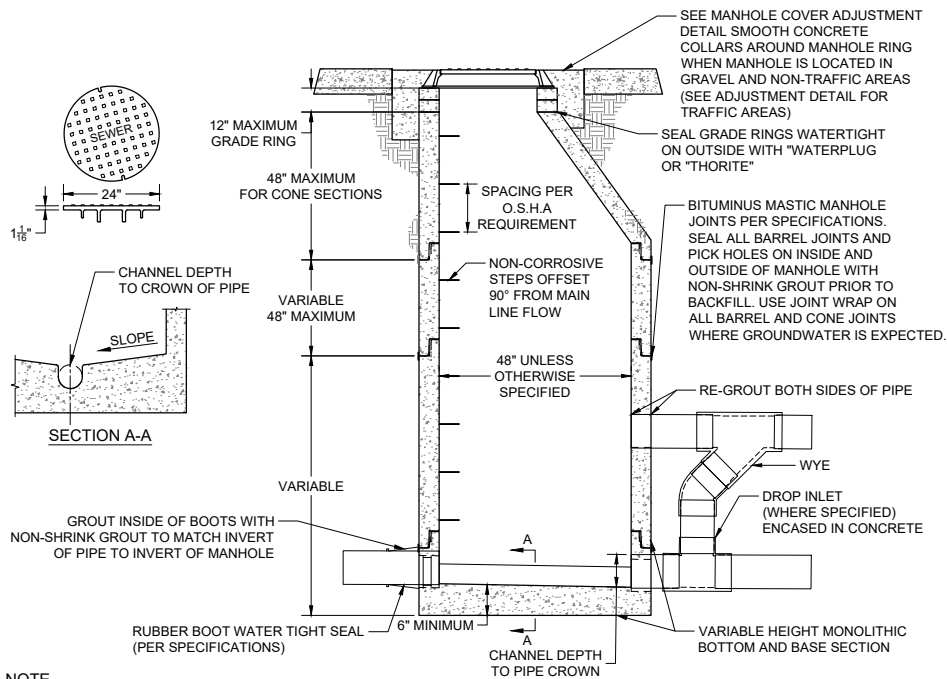
3 WATER GATE VALVE DETAIL
C5.1 NOT TO SCALE TOJ W-106



NOTES

- NORMAL CONDITIONS:**
WATER MAINS CROSSING SANITARY SEWER MAINS, OR STORM SEWERS SHALL BE LAID ABOVE TO PROVIDE A VERTICAL SEPARATION OF AT LEAST 18". THE SEPARATION BETWEEN PIPES SHALL BE MEASURED FROM THE TOP OF THE SEWER PIPE TO THE BOTTOM OF THE WATER PIPE.
- UNUSUAL CONDITIONS:**
WHEN LOCAL CONDITIONS PREVENT A VERTICAL SEPARATION OF AT LEAST 18" AS NOTED ABOVE, THE FOLLOWING CONSTRUCTION SHALL BE USED:
- THE SANITARY SEWER, STORM SEWER OR WATER MAIN SHALL BE PLACED IN A SEPARATE CASING PIPE EXTENDING A MINIMUM OF 9' EACH SIDE OF THE CROSSING; OR
 - THE SANITARY SEWER, STORM SEWER OR WATER MAIN SHALL BE PLACED IN A SEPARATE CASING PIPE EXTENDING A MINIMUM OF 9' EACH SIDE OF THE CROSSING.
 - WATER MAINS PASSING UNDER SEWER LINE SHALL, IN ADDITION TO THE ABOVE REQUIREMENTS, BE PROTECTED BY PROVIDING FLOWABLE FILL BETWEEN WATER AND SEWER LINES FOR ADDITIONAL SUPPORT.
 - FLOWABLE FILL SHALL BEAR ON UNDISTURBED SOIL AND HAVE A 28 DAY COMPRESSIVE STRENGTH OF 30-60 PSI. REFERENCE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS SECTION 02510. (REF. WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS)

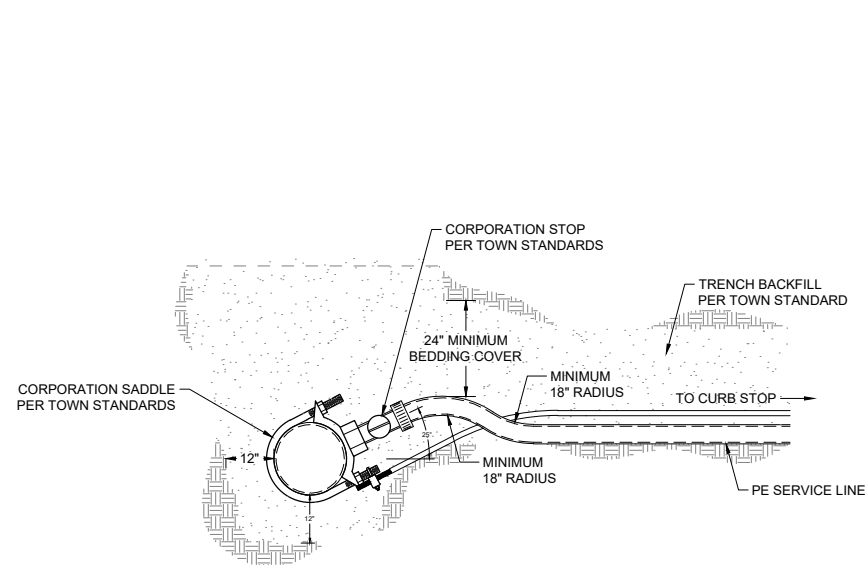
4 WATER/SEWER CROSSING DETAIL
C5.1 NOT TO SCALE



NOTE

- DROP ACROSS INVERT SHALL BE 0.10'. UNLESS OTHERWISE NOTED, INVERT DROPS OF LESS THAN 0.10' AND FLAT GRADE SEWER CONSTRUCTION SHALL GET 2 COATS (RED THEN GRAY) SITKUGUARD 62 EPOXY.
- PRECAST CONCRETE MANHOLE BASES SHALL HAVE A MINIMUM THICKNESS OF 6".
- MANHOLE BASES SHALL BE REINFORCED TO WITHSTAND THE DEAD LOAD OF THE MANHOLE STRUCTURE AND HS-20 AASHTO LIVE LOAD.
- REINFORCEMENT FOR PRECAST SECTIONS SHALL BE AS PER ASTM C-478.
- C.I. RING AND COVER HS-20-44 ONE VENT HOLE OR AS SHOWN ON PLAN SHEET.
- MOUND CRUSHED GRAVEL BASE AROUND TOP OF MANHOLE AT ROAD SURFACING LOCATIONS.

5 STANDARD MANHOLE DETAIL
C5.1 NOT TO SCALE TOJ SS-101



6 2" WATER SERVICE LINE CONNECTION DETAIL
C5.1 NOT TO SCALE

STAFF REPORT



Meeting Date:	March 18, 2024	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	<i>E24-0001 – TCSD’s Wyoming Game and Fish Department Housing – Request for Town Sewer Services and Connection and Use Agreement</i>	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider a request for sewer service by the Teton Conty School District (“Applicant” or “TCSD”) on behalf of the Wyoming Game and Fish Department (“Connectee” or “WGFD”) for a regional employee housing development located outside of the Town’s corporate limits. The Applicant is requesting permission to connect the WGFD to the TCSD’s [Munger School] Wastewater Conveyance System which ultimately connects to the Town’s sewer system.

Requested Action.

Town Council consideration of the WGFD’s request for services and approval of the Connection and Use Agreement for Town Sewer Collection and Treatment services.

Recommendations.

Staff recommends approval of the WGFD’s request for sewer collection and treatment services subject to the recommended conditions of approval and the Connection and Use Agreement.

Background.

The application presented is a request to the Town of Jackson to connect WGFD’s proposed private community sewer system to the Town sewer collection and treatment systems via TCSD’s existing sewer conveyance system and to establish the conditions for allowing the connection. The development is located outside of the Town’s corporate limits AND will be incorporated into the TCSD’s Service Area.

WGFD’s request for service is as a WGFD (customer) of TCSD and subject to their Connection and Use Agreement. With this approval the WGFD’s CUA will be approved and this request will NOT return to Council.

This connectee process is intended to streamline the process for connectees to Town customers with an existing connection and use agreement.

PROPOSED DEVELOPMENT

The proposed development is located in Teton County at 5475 South Highway 89 at the South Park Wildlife Management Area, south of the Town of Jackson and outside the Town’s corporate limits. The development is being built on a small portion of a larger parcel that is approximately 624 acres of land zoned Rural-1 (R-1).

The request for service includes twelve three-bedroom residences and one four-bedroom residence. The sewer services for this project will gravity drain to an on-site lift station where sewage is then pumped via new force main to the TCSD sewer on the north side of Highway 89. The first phase, comprised of six three-bedroom residences and the four-bedroom residence, is under construction now. The timing for construction of future phases is unknown at this time. The first phase of the development as proposed is shown in Figure 1.

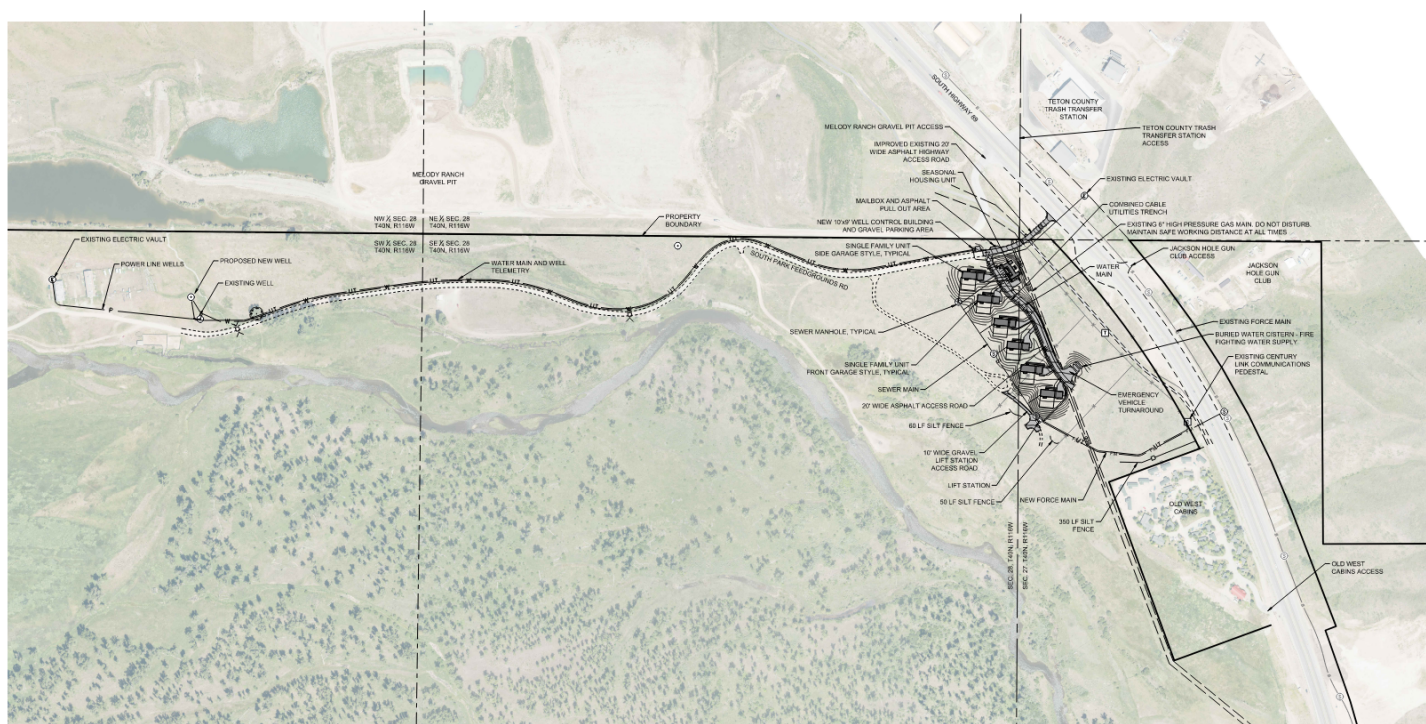


Figure 1 – Wyoming Game and Fish Employee Housing Project

TOWN PROCESS FOR SEWER SERVICE REQUESTS - FOR CONNECTEES

For all developments outside the Town corporate limits that request Town sewer services via an existing Town customer with a connection and use agreement that provides for connectees, the Town applies the following process.

Step 1: Request for Service

A Miscellaneous Planning Application is filed by an applicant to request Town sewer service(s). Staff review of this application is used by Town Council to make an initial determination on whether to provide services or not. This initial step is based upon preliminary information provided by the applicant and includes staff identifying the conditions of approval. The Applicant is currently proceeding through Step 1. If Council approves the requests for service and the CUA, the Applicant will advance to Step 2.

Step 2: Connection and Use Agreement

The Connection and Use Agreement with the Town is executed and recorded against the property.

Step 3: Permits to Construct

Prior to construction of any infrastructure connecting to the Town's systems, all fees must be paid and permits for the construction of said infrastructure must be issued by the Town.

Analysis & Key Policy Questions.

SEWER COLLECTION AND TREATMENT

Resolution 21-28 was adopted by Council on November 15, 2021. The resolution established the 3-step process for sewer service requests (described above in the prior section of this staff report) and established eight review factors (described below under "Considerations" in this section) for all sewer connection requests outside Town boundaries.

CONSIDERATIONS

Staff has considered the following factors in recommending its approval:

- A. Existing Versus New Development
Staff finds that the proposed connection is for new development.
- B. Expanded Service Area and Capacity Timeline
Staff finds that this request is from outside the Capacity Study area and will reduce the future capacity timeline for the treatment plant and other necessary upgrades. Including the surrounding potential development, the potential exists for neighboring properties to connect, including the Teton County Transfer Station and Old West Cabins, LLC.
- C. Zoning Consistent with Comprehensive Plan
Staff finds that the application is being developed on state owned land by a state agency and does not need to comply with the Comprehensive Plan.
- D. Deed Restricted And/or Workforce Housing
Staff finds that the development is for workforce housing.
- E. Potential For Reduced Environmental Impact
Staff finds that the proposed connection will have a positive impact on water quality as the connection will convey wastewater to the Town's treatment plant, rather than using an onsite treatment and septic system.
- F. Geographical Location
Staff finds that while over 500-feet away from existing infrastructure the proposed connection is a reasonable approach to WGFD's wastewater.
- G. Magnitude of the Request
Staff finds the magnitude of this request is minor relative to the capacity of the Town's system.
- H. Costs To Upgrade and Impacted User Classes
Staff finds that the proposed connection costs of improvements and upgrades will be borne by the applicant and at no cost to the current rate payers. The new infrastructure will be designed, constructed, operated, and maintained by the WGFD.

CONDITONS OF APPROVAL

If this request for service is approved by Council at this initial step, staff recommends the following conditions of approval:

- A. The approval is for 12 three-bedroom and 1 four-bedroom unit with a maximum wastewater production of 131,000 gallons per month, and a maximum pump discharge rate of 150 gallons per minute extrapolated from daily volumes set forth in application E24-0001.
- B. The WGFD shall be one connectee of the TCSD.
- C. All wastewater conveyed to the Town from the WGFD shall be master metered.
- D. A Connection and Use Agreement for Sewer Services shall be executed and recorded prior to issuance of the Town permit for connections in the county.
- E. Prior to construction of any infrastructure or service connecting to the Town systems and prior to connecting to any party already connected to Town systems, permits for the construction of said infrastructure must be issued by the Town.
- F. Applicant shall be responsible for all costs to design, permit, and construct upgrades determined necessary within or to the Town's systems associated with services for the development, specifically, but not limited to, compensation for the time of Town employees working on this application, billed at an hourly rate of \$100.00 per hour, from the initial request through to final permitting, unless waived pursuant to Town policies.

Possible Alternatives.

1. Modify the conditions of approval and approve the request to connect.
2. Vote against the request to connect.
3. Other.

Comprehensive Plan & Priority Alignment.

This project relates to the Town Comprehensive Plan Common Value #1- Ecosystem Stewardship. Staff has provided the following sections of the Comprehensive Plan for consideration along with this request.

Common Value #1 – Ecosystem Stewardship

- Principle 1.2- Preserve and enhance water and air quality
 - Policy 1.2.c: Monitor and maintain water quality – *calls for monitoring cumulative impacts on water quality and the effectiveness of mitigation efforts and strive to exceed State and Federal requirements for quality and monitoring to enhance water quality in the area.*

Fiscal Impact.

Typically, the Town charges a \$640 application fee for sewer service requests located in the County, and a \$100 per hour rate for staff time, as described in Condition of Approval 5. This project qualifies for a fee waiver as it is sponsored by a governmental entity that received public funding and the motion provides for waiving of the fees.

There is a one-time capacity fee that will be collected prior to connection, determined by the fees established in the Municipal Code at the time of application. The ongoing fiscal impact thereafter is the wastewater usage fees paid to the Town. The fee amounts are set forth in Title 13 of the Jackson Municipal Code.

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

USER RATES

When a master meter property is connected to the Town system, the utility is charged a single base rate and usage rate. These rates cover all costs to operate and maintain the system and are charged monthly as a fixed fee (base rate) and based on the volumes of wastewater collected (usage rate). These are the charges customers see on their sewer bills.

Staff Impact.

Step 1: Staff time during Step 1 has been approximately 12 hours between Public Works, Legal, and Administration staff.

Step 2: CUA for Sewer Services will have the following impacts:

- CUA Agreement Drafting: 1-4 Hours for each Administration, Legal, and Public Works, for a total of 12 hours.
- Agreement Finalization and Recording: 2 Hours for Public Works.

Step 3: SWP Connection Permits for a system can take 4-8 hours.

In addition, staff notes that when additional services are connected to the Town's systems, there is a cumulative impact to the Town's operation and maintenance personnel for wastewater collection and treatment systems.

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

Attachments or Links.

1. Application Materials
2. Connection and Use Agreement

Suggested Motion.

I move to:

- 1) approve the Wyoming Game and Fish Department's request for sewer collection and treatment services subject to the conditions of approval set forth in this staff report; and
- 2) approve the Connection and Use Agreement and authorize the Mayor to execute the Agreement as approved by the Town Engineer and Town Attorney; and,
- 3) waive the application, permit, and processing fees for this application.



WYOMING GAME AND FISH DEPARTMENT

5400 Bishop Blvd. Cheyenne, WY 82006

Phone: (307) 777-4600 Fax: (307) 777-4699

wgfd.wyo.gov

GOVERNOR

Mark Gordon

DIRECTOR

Brian R. Nesvik

COMMISSIONERS

Ralph Brokaw-President

Richard Ladwig-Vice President

Mark Jolovich

Ashlee Lundvall

Kenneth D. Roberts

John Masterson

Rusty Bell

May 31, 2023

Teton County School District No. 1
C/O Mrs. Deanna Harger, Facilities Director
PO Box 568
Jackson, WY 83001

RE: Wyoming Game and Fish Department Sewer Connection Request, Jackson Region
Employee Housing Project

Dear Mrs. Harger:

The Wyoming Game and Fish Department (WGFD) is requesting connection to the existing Munger Mountain Elementary School sewer collection system for employee housing project located at the South Park Wildlife Habitat Management Area (South Park Feedgrounds) along South Highway 89.

The WGFD – Jackson Region Employee Housing Project will consist of twelve three-bedroom, two bath residences and one four-bedroom, four bath unit.

Based on the proximity to the Town of Jackson (TOJ) treatment plant and the level of treatment the plant provides, a connection to the plant is the best option for a development of this density. The Teton County Land Development Regulations require connection to a community sanitary sewer system if one is within 500 feet of the development and access is obtainable. While this site is slightly more than 500 feet from the Munger Mountain Elementary School sewer main, the WGFD feels that a connection this system is the responsible approach our wastewater. This scenario is discussed here and depicted in the accompanying drawing package. The WGFD believes a connection to the Munger Mountain Elementary School wastewater system is in the best interest of the community and water quality in the area.

Wastewater collection internal to the employee housing project is planned as a gravity collection system comprised of primarily 6" PVC pipe. Each unit will have a connection point to the gravity collection main with manholes spaced appropriately for the project. The wastewater collection system will be permitted through the Wyoming DEQ and the TOJ. The initial plan is to collect wastewater at a central location along the west boundary of the project. From there a lift station will pump the wastewater through a 4" DR-11 HDPE pressure sewer to the point of connection with the Munger Mountain Elementary School main. This will require that the pressure sewer be bored under Highway 89 and adjacent pathway. From that point, the wastewater will enter the existing Munger Mountain Elementary School system for transmission to the TOJ treatment plant south of Melody Ranch. This is shown in the drawings accompanying this request letter.

Mrs. Harger
May 31, 2023
Page 2

Proposed Project Timeline (subject to change)

- Late Spring 2023: Submit Request for Connect to Munger Mountain Elementary School for Sewer
- Late Spring 2023: Submit TOJ Sewer Connection Use Agreement
- June 2023: Wyoming DEQ Permit to Construct water and sewer submittal
- Late Summer 2023: Construction of utilities

It is our understanding that the following is the appropriate process for the WGFD connection:

1. WGFD makes their application to request service to the Teton County School District (TCSD) Board
2. The TCSD makes an application to the TOJ on behalf of the WGFD (Planning Application – Other: Request for Sewer Service) submitted to TOJ Planning Department
3. Staff Review and present to Town Council. (6-8 weeks minimum)
4. If Town Council approves request for service, WGFD can execute their Connectee Agreement once the TCSD Connection and Use Agreement (CUA) is executed.
5. WGFD applies for a permit to connect with the TOJ Sewer and Water Connections Permit for County Connections (SWP)

Enclosed you will find the necessary materials for the TOJ Application for a Connection and Use Agreement for Water and Sewer Services:

- Engineers Report
- Plan of the Proposed Development
- Wastewater flow calculations for proposed development

Jorgensen Associates is available to assist at every step of the TOJ approval process to cover this new project under the TCSD and TOJ Connection Agreement including coordination, questions, and other items needed for the application to be successful.

Feel free to coordinate directly with Brian Barney with Jorgensen Associates, 307-733-5150.
Thank you for your consideration.

Sincerely,



Eric J. Wiltanger, Services Division Chief

Mrs. Harger
May 31, 2023
Page 3

EW/bb

Enclosures

Copy: Loren Woodin, PE, WGFD
Brian Barney, PE, Jorgensen
Duncan Tyler, Dick Anderson Construction
File



Prepared For: Wyoming Game and Fish Department
Jackson Region Employee Housing Project
PID: 22-40-16-27-3-00-003

Prepared By: Jorgensen Associates, Inc.
JA Project No. 22164.30
May 26, 2023

The Wyoming Game and Fish Department is requesting the connection of their property located along south Highway 89 to the Teton County School District No. 1 (TCSD), Munger Mountain Elementary School sewer system to allow for the construction of workforce housing. The wastewater from the workforce housing will use the TCSD sewer system to convey the wastewater to the Town of Jackson (TOJ) wastewater treatment plant (WWTP). The Wyoming Game and Fish Department, Jackson Region Employee Housing Project will be built in two phases and will consist of twelve three-bedroom, two bath residences and one four-bedroom, four bath unit, to be built on the South Park Wildlife Habitat Management Area south of Melody Ranch.

Preliminary conversations with the Teton County School District have indicated that if TOJ accepts the wastewater from the workforce housing development, the TCSD will expand its district's boundaries to include the development. The Teton County School District, on behalf of the Wyoming Game and Fish Department, are applying for this request to connect. Once TOJ agrees to accept the wastewater and the district expands their boundary, all other permits will be finalized (DEQ, WyDOT, etc.).

Construction is intended to commence in the summer of 2023, pending pricing and contracting. The project will be constructed by the Wyoming Game and Fish Department. Water supply and sanitary sewer utilities will be owned and operated by the Wyoming Game and Fish Department.

The information below is provided as supplemental information to the Town Miscellaneous Planning application requesting the connection to Town wastewater facilities.

UTILITY CORRIDORS

All utility infrastructure will be constructed on the Wyoming Game and Fish Department Property, with the exception of the portion in the Wyoming Department of Transportation Right of Way. The systems will be owned and operated by the Wyoming Game and Fish Department. Town of Jackson and Teton County School District ISD will be granted access during construction for inspections and will be alerted to any testing.

WASTEWATER SYSTEM

Based on the proximity to the TOJ treatment plant and the level of treatment the plant provides, a connection to the plant is the best option for a development of this density. The Teton County Land Development Regulations require connection to a community sanitary sewer system if one is within 500 feet of the development and access is obtainable. Connection to the Munger Mountain Elementary School system is discussed here and depicted in the accompanying drawing package. The applicant believes a connection to the Town wastewater system is in the best interest of the community and water quality in the area.

Wastewater generation rates from this development were developed using Wyoming DEQ Chapter 25 (2018) Tables 1 and 2 values. Those values are detailed in the attached exhibit and summarized below. In addition to the projections for this development, projections for properties adjacent to this development were estimated and are included in the attachments.

13 Units	Average Day 2,575 gpd	Maximum Day 5,150 gpd
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Wastewater collection internal to the development is planned as a gravity collection system comprised of primarily 6" PVC pipe. Each lot will have a connection point to the gravity collection main with manholes spaced appropriately for the development. The wastewater collection system will be permitted through the Wyoming DEQ and the Town of Jackson. The initial plan is to collect wastewater to a central location along the west boundary of the development. From there a lift station will pump the wastewater through a metered, 4" DR-11 HDPE pressure sewer to the point of connection with the Munger Mountain Elementary School main. This will require that the pressure sewer be bored under the Highway and adjacent pathway.

WATER SYSTEM

Domestic water for the project will be supplied by an existing well located within the project area. The existing well is approximately 60 feet deep with an 8-in diameter casing. Based on observations made during drilling, preliminary testing indicates a flow of 100 gpm can be expected from the well. A pump test will be performed to define the production. Following test results, the permit for the well will be advanced and the well will be completed to public water supply well standards. A 10' x 10' well control building is proposed on the north end of the development adjacent to the South Park Feed Ground Road.

The water distribution system for this development will be permitted through the Wyoming DEQ. The distribution system design consists of a network of primarily 4" pipe within the development to supply water for domestic use, and landscape watering. The network will limit dead end lines, provide isolation valves, and flushing hydrants at appropriate intervals and end points throughout the development. Separate water services will be constructed to each lot with curb stop shut-off valves to be located adjacent to the employee housing access road for access by the operating entity. Depending upon cost and availability, water mains will be 4" DR-11 HDPE Pipe. Polyethylene (PE) pipe will be used for services in this development unless otherwise noted. Each residential water service in the subdivision will be metered. The following are the expected demand values:

13 Units Average Day 6,500 gpd Maximum Day 17,680 gpd Peak Hour 49.1 gpm

FIRE PROTECTION

The project is located within the Wildland Urban Interface. This development scored below moderate hazard. Automatic sprinklers are not required, the site fire protection will be limited to two independent 30,000 gallon water storage tanks and a dry hydrant configuration accessible within the development. Fire department access roads will not include turnarounds within the road assembly. A copy of the correspondence with JH Fire EMS is available upon request.

ADDITIONAL CONNECTION CONSIDERATIONS

Metering

The water supply system will be owned, operated, and maintained by the WYG&F Department exclusively for this development. Water meters will not be required on the residences.

The wastewater system will be owned, operated, and maintained by the WYG&F Department exclusively for this development. A flow meter will be installed on the outlet of the lift station in order to measure flows going from the development to the Munger Mountain Elementary School main. All agreements to accept the flows from the development will be with the Wyoming Game and Fish Department.

Wastewater Strength

Wastewater from this development is expected to be typical residential strength. No commercial operations are planned for this development that would produce wastewater other than typical residential wastewater.

Additional Sewer Connections

At this time, we are not aware of additional connections being planned from adjacent properties. However, the Old West Cabins located to the south of this site, owned by Old West Cabins, LLC, could in theory consider requesting and connection to the Munger Mountain Elementary School Sewer System.

Permit Requirements

Permitting currently Identified for the design and construction of the sewer infrastructure for this development include the following permits in addition to TOJ Permitting.

- WYDOT Right of Way Permit
- WyoDEQ Permit to Construct
- WyoDEQ SWPPP Large Construction Permit
- Access and Utility Easement with Teton County

Soil Conditions

A geotechnical site investigation for this site has shown the underlying soils to be alluvial cobbles and gravels in a sandy/clay matrix. Clay lenses and pockets of other material have been encountered. Teton



County describes the vegetation to be primarily sagebrush dry shrubland with areas of non-irrigated agricultural fields.

Cable Utilities

Cable utilities will be provided to each lot of the development. Lower Valley Energy will provide electric power service. Main feeders for electric power are available on the east side of Highway 89. As separate bore under the Highway and Pathway will be required to bring power to the site. At least one, if not all, of the three communications companies, Century Link, Spectrum, and Silver Star, will provide communication services to the development. Connection points for these cable utilities are all on the southern end of the development at the highway right of way. All cable utilities will be buried except the required surface equipment.

Natural Hazards

There are no known steep natural slopes (+30%), unstable soils, historic avalanche paths, fault areas, or floodplains, affecting this site.





WG&F Employee Housing Wastewater Projections

Project No.: 22164

BY: PY

Date: 10 Jan 2023

Average Daily Flow ¹	50%
Peak Hour Factor	3.0

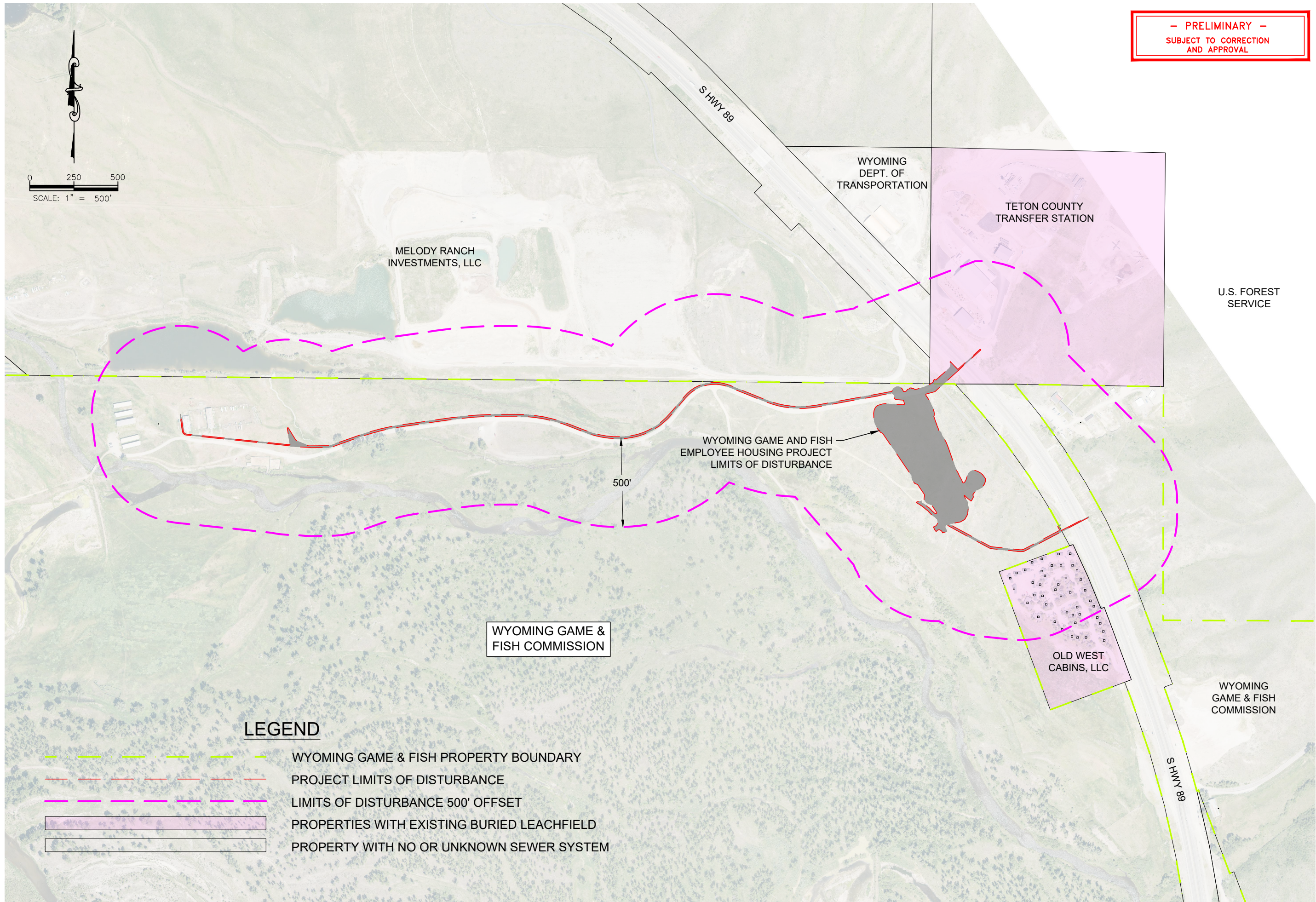


WG&F Housing			No. of Units	Max Flow per Bdrm, gpd ¹	Average Flow, gpd	Maximum Flow, gpd	Peak Hour, gpm
Single Family	3	Bedroom	12	130.0	2,340	4,680	9.8
Seasonal	4	Bedroom	1	117.5	235	470	1.0
Subtotal					2,575	5,150	10.7

TOTAL PROJECT SANITARY SEWER FLOWS					2,575	5,150	10.7
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Notes:

¹ Based on daily flow rates from the WYDEQ CH 25, Section 5, Table 1



LEGEND

- WYOMING GAME & FISH PROPERTY BOUNDARY
- PROJECT LIMITS OF DISTURBANCE
- LIMITS OF DISTURBANCE 500' OFFSET
- PROPERTIES WITH EXISTING BURIED LEACHFIELD
- PROPERTY WITH NO OR UNKNOWN SEWER SYSTEM



JORGENSEN
JACKSON, WYOMING
307.733.5150
www.jorgeng.com

PROJECT TITLE:
WYOMING GAME & FISH COMMISSION
EMPLOYEE HOUSING PROJECT
TETON COUNTY, WYOMING

SHEET TITLE:
SURROUNDING PROPERTIES EXHIBIT

DRAFTED BY:	KB
REVIEWED BY:	BB
PLAN VERSION	DATE
EXHIBIT	05/26/2023

PROJECT NUMBER
22164

SHEET
EXHIBIT



Wastewater Generation Projections Adjacent Properties within 500 feet WY G&F Employee Housing- TCSD Connection Supplemental Information

BY: BPB

Date: May 2023

Average Daily Flow ¹	60%
Peak Hour Factor ²	3.5

SANITARY SEWER PROJECTED FLOWS					
Surrounding Properties					
PIDN	Property	Estimated Bedrooms	Max Flow per Property, gpd ^{3&4}	Average gpd	Maximum gpd
22-40-16-27-3-00-004	OWC 1	2	280	170	280
22-40-16-27-3-00-004	OWC 2	2	280	170	280
22-40-16-27-3-00-004	OWC 3	2	280	170	280
22-40-16-27-3-00-004	OWC 4	2	280	170	280
22-40-16-27-3-00-004	OWC 5	2	280	170	280
22-40-16-27-3-00-004	OWC 6	2	280	170	280
22-40-16-27-3-00-004	OWC 7	2	280	170	280
22-40-16-27-3-00-004	OWC 8	2	280	170	280
22-40-16-27-3-00-004	OWC 9	2	280	170	280
22-40-16-27-3-00-004	OWC 10	2	280	170	280
22-40-16-27-3-00-004	OWC 11	2	280	170	280
22-40-16-27-3-00-004	OWC 12	2	280	170	280
22-40-16-27-3-00-004	OWC 13	2	280	170	280
22-40-16-27-3-00-004	OWC 14	2	280	170	280
22-40-16-27-3-00-004	OWC 15	2	280	170	280
22-40-16-27-3-00-004	OWC 16	2	280	170	280
22-40-16-27-3-00-004	OWC 17	2	280	170	280
22-40-16-27-3-00-004	OWC 18	2	280	170	280
22-40-16-27-3-00-004	OWC 19	2	280	170	280
22-40-16-27-3-00-004	OWC 20	2	280	170	280
22-40-16-27-3-00-004	OWC 21	2	280	170	280
22-40-16-27-3-00-004	OWC 22	2	280	170	280
22-40-16-27-3-00-004	OWC 23	2	280	170	280
22-40-16-27-3-00-004	OWC 24	2	280	170	280
22-40-16-27-3-00-004	OWC 25	2	280	170	280
22-40-16-27-3-00-004	OWC 26	2	280	170	280
22-40-16-27-3-00-004	OWC 27	2	280	170	280
22-40-16-27-3-00-004	OWC 28	2	280	170	280
22-40-16-27-3-00-004	OWC 29	2	280	170	280
22-40-16-27-3-00-004	OWC 30	2	280	170	280
22-40-16-27-3-00-004	OWC 31	2	280	170	280
22-40-16-27-3-00-004	OWC 32	2	280	170	280
22-40-16-27-3-00-004	OWC 33	2	280	170	280
22-40-16-27-3-00-004	OWC 34	2	280	170	280
22-40-16-27-3-00-004	OWC 35 Laundry ^{4&5}	0	0	0	0
22-40-16-27-3-00-004	OWC 37 Storage	0	0	0	0
22-40-16-27-3-00-004	OWC 38	2	280	170	280
22-40-16-27-3-00-004	OWC 39	2	280	170	280



22-40-16-27-3-00-004	OWC 40	2	280	170	280
22-40-16-27-3-00-004	OWC 41	2	280	170	280
22-40-16-27-3-00-004	OWC 42	2	280	170	280
22-40-16-27-3-00-004	OWC 43	2	280	170	280
22-40-16-27-3-00-004	OWC 44	2	280	170	280
22-40-16-27-3-00-004	OWC 45	2	280	170	280
22-40-16-27-3-00-004	OWC 46	2	280	170	280
22-40-16-27-3-00-004	OWC 47	2	280	170	280
22-40-16-27-3-00-004	OWC 48	2	280	170	280
22-40-16-27-3-00-004	OWC 49	2	280	170	280
TOTAL WASTEWATR PROJECTED FLOW, PEAK HOUR, GPM					9

Notes:

¹ Typical average day factor

² Typical Wastewater Peak Hour Factor for Typical Residential

³ Based on daily flow rates from the WYDEQ CH 25, Table 1, Rev. 06/29/2018

⁴ Based on daily flow rates for commercial laundry facility from the WYDEQ CH 25, Table 2, Rev. 06/29/2018

⁵ Individual laundry flows are included in Table 1 flows

P:\2022\2164\WGBF-Jackson Region Employee Housing\15-CONTRACT\GE022164_WY GBF Housing_SEC C1.D Cover.rvtg Ver 18.68 Printed by kmcgovern on April 24, 2023 3:20pm

WYOMING GAME & FISH DEPARTMENT JACKSON REGION EMPLOYEE HOUSING PROJECT INFRASTRUCTURE IMPROVEMENTS PLAN BID DOCUMENTS

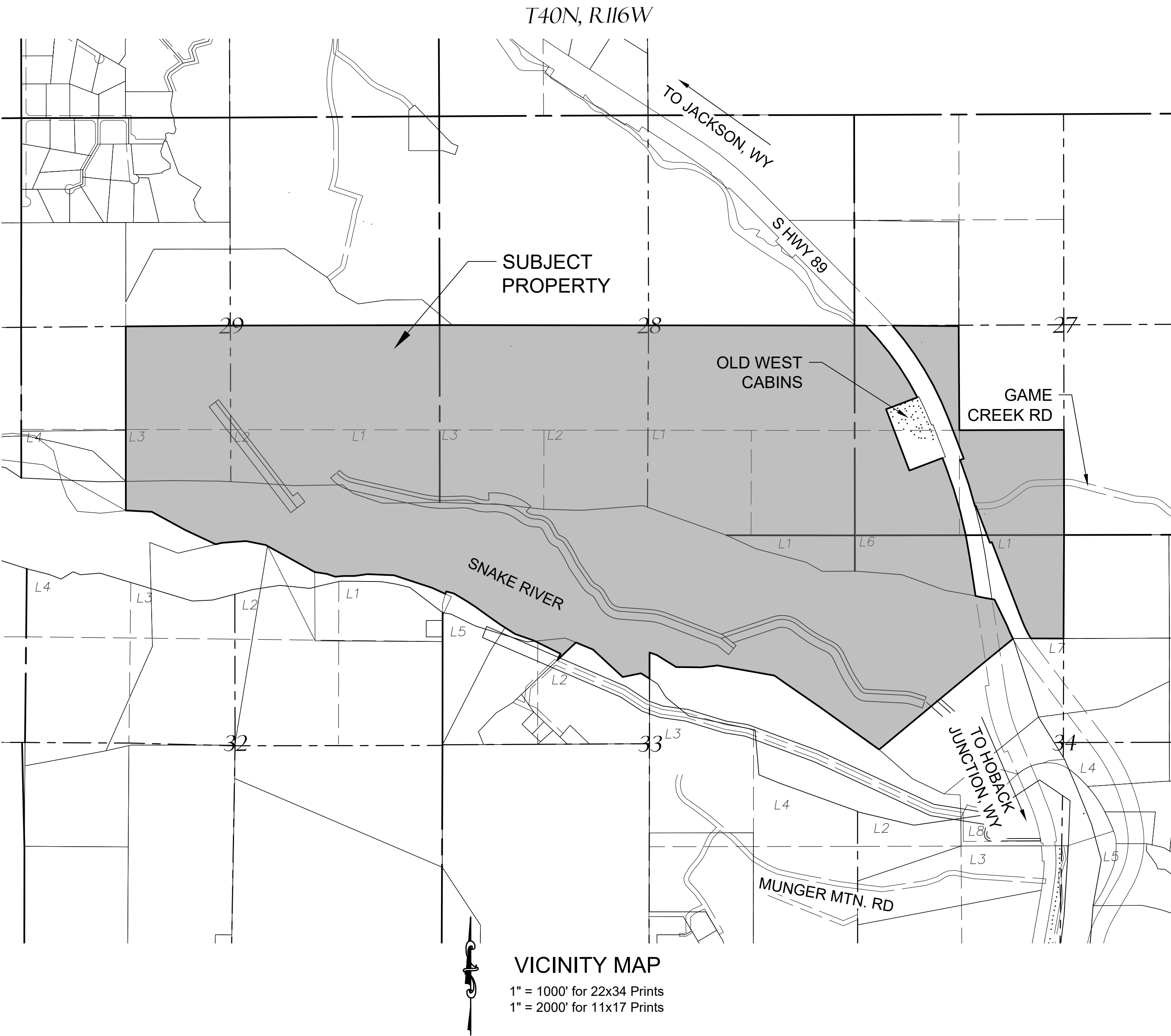
SOUTH PARK WILDLIFE HABITAT MANAGEMENT AREA

LOCATED WITHIN
PT. W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ SEC. 27;
N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, LOTS 1-2-3, SEC. 28;
LOTS 1-2-3, N $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SEC. 29;
LOT 1, SEC. 33;
PT. LOTS 1 & 6, SEC. 34
TWP. 40 NORTH, RNG. 116 WEST
TETON COUNTY, WYOMING



OWNER
Wyoming Game & Fish Commission
5400 Bishop Blvd.
Cheyenne, WY 82009-3338

CIVIL ENGINEER
Jorgensen Associates, Inc.
1315 S. Highway 89, #201
P.O. Box 9550
Jackson, WY 83002-9550
(307) 733-5150



VICINITY MAP
1" = 1000' for 22x34 Prints
1" = 2000' for 11x17 Prints

SHEET INDEX

- | | |
|---|--|
| C1.0 - TITLE, VICINITY MAP, & SHEET INDEX | C5.2 - WATER DISTRIBUTION MAIN PLAN & PROFILE |
| C1.1 - LEGEND & GENERAL NOTES | C6.0 - CABLE UTILITY DISTRIBUTION PLAN |
| C2.0 - EXISTING CONDITIONS | C7.0 - TYPICAL ROAD SECTIONS |
| C3.0 - SITE OVERVIEW | C7.1 - GRADING DETAILS |
| C3.1 - CUT & FILL VOLUME ANALYSIS | C7.2 - GRADING, EROSION CONTROL, AND UTILITY DETAILS |
| C3.2 - EMPLOYEE HOUSING ACCESS ROAD PLAN & PROFILE | C7.3 - SEWER DETAILS |
| C3.3 - SOUTH PARK FEEDGROUNDS ROAD IMPROVEMENTS
PLAN & PROFILE | C7.4 - LIFT STATION DETAILS |
| C3.4 - LIFT STATION ACCESS ROAD PLAN & PROFILE | C7.5 - FORCE MAIN CONNECTION DETAILS |
| C3.5 - SEASONAL HOUSING GRADING & UTILITY PLAN | C7.6 - WATER DETAILS 1 |
| C3.6 - UNITS 1 & 2 GRADING & UTILITY PLAN | C7.7 - WATER DETAILS 2 |
| C3.7 - UNITS 3 & 4 GRADING & UTILITY PLAN | C7.8 - WATER DETAILS 3 |
| C3.8 - UNITS 5 & 6 GRADING & UTILITY PLAN | |
| C3.9 - PLANTING PLAN | |
| C4.0 - SANITARY SEWER PLAN & PROFILE STA 0+00 TO 7+00 | |
| C4.1 - SANITARY SEWER PLAN & PROFILE STA 7+00 TO 15+25 | |
| C5.0 - WATER TRANSMISSION MAIN PLAN & PROFILE
STA 0+00 TO 22+00 | |
| C5.1 - WATER TRANSMISSION MAIN PLAN & PROFILE
STA 22+00 TO 36+15 | |

WELL CONTROL BUILDING PLANS

- A1.0 - ARCHITECTURAL PLANS AND DETAILS
- A2.0 - ARCHITECTURAL ELEVATIONS
- E1.0 - ELECTRICAL NOTES AND LIGHTING PLAN
- S1.0 - STRUCTURAL NOTES, SCHEDULES, AND TYPICAL DETAILS
- S1.1 - TYPICAL FRAMING DETAILS
- S2.0 - STRUCTURAL PLANS AND DETAILS

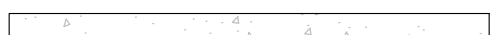
JORGENSEN
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307.733.5150
www.jorgeng.com

Professional Engineer (CIVIL)
BRIAN P. BARNEY
8766
Date 4/24/2023
WYOMING

PROJECT TITLE:
WYOMING GAME & FISH COMMISSION
EMPLOYEE HOUSING
TETON COUNTY, WYOMING

SHEET TITLE:
TITLE, VICINITY MAP, & SHEET INDEX

DRAFTED BY:	KB
REVIEWED BY:	BB
PLAN VERSION	DATE
SITE PLAN REVIEW	04/17/2023
BID DOCUMENTS	04/24/2023
PROJECT NUMBER	22164.10
SHEET	C1.0

=PROPOSED LEGEND=		
———— 5825 ————	MAJOR CONTOUR	
———— 5822 ————	MINOR CONTOUR	
× 162.09	SPOT ELEVATION	
× TOW 162.09	TOP OF WALL SPOT ELEVATION	
× FGTW 162.09	FINISH GRADE TOP OF BOULDER WALL SPOT ELEVATION	
× TOS 162.09	TOP OF STEP SPOT ELEVATION	
× BOS 162.09	BOTTOM OF STEP SPOT ELEVATION	
	BUILDING FOOTPRINT	
	ASPHALT DRIVEWAY	
	CONCRETE SIDEWALK	
	GRAVEL	
	DECK	
- - - - -	LIMITS OF DISTURBANCE	
- □ - □ -	SILT FENCE/STRAW WATTLE	
- ○ - ○ -	PRIVACY FENCE	
———— P ————	POWER LINE	
ⓔ	ELECTRIC VAULT	
⚡	ELECTRIC TRANSFORMER	
②	RV POWER CONNECTION PEDESTAL	
———— UT ————	COMBINED CABLE UTILITIES TRENCH	
Ⓤ	COMBINED ELECTRIC TRANSFORMER AND CABLE UTILITY PEDESTAL CLUSTER	
———— S ————	SEWER LINE	
———— FM ———— FM	FORCE MAIN PRESSURE SEWER LINE	
Ⓢ	SEWER CLEANOUT	
Ⓢ	SEWER MANHOLE	
Ⓛ	LIFT STATION	
———— W ————	WATER LINE	
Ⓜ	WATER PUMP	
⋈	WATER VALVE	
⊗	WATER CURBSTOP	
Ⓢ	FIRE HYDRANT	
Ⓢ	BLOW OFF VALVE	
Ⓢ	FROST FREE YARD HYDRANT	
———— STM ————	STORM DRAIN PIPE	

GENERAL PROJECT NOTES:

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE TETON COUNTY LAND DEVELOPMENT REGULATIONS, THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY RULES AND REGULATIONS, AND THE LATEST EDITION OF THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS OR AS MODIFIED BY THESE PLANS.
- PROJECT SCOPE: CONSTRUCT INFRASTRUCTURE TO SERVE A NEW EMPLOYEE HOUSING DEVELOPMENT ON WYOMING GAME & FISH PROPERTY.
- PROPERTY ZONE: RURAL (R1)
- PROPERTY AREA: 623.55 ACRES
TOTAL AREA OF DISTURBANCE: 288,380 SF (6.62 ACRES)
- PROJECT SCHEDULE: CONSTRUCTION SCHEDULED TO START IN SUMMER 2023 AND BE COMPLETED BY FALL 2024.
- BASE MAPPING PREPARED FROM SURVEYS PERFORMED BY JORGENSEN ASSOCIATES IN SEPTEMBER 2022.
- THE PROJECT AREA IS NOT LOCATED IN A FLOODPLAIN.
- NO AVALANCHE PATHS ARE PRESENT ON THIS SITE.
- BUILDING TIES ARE TO FOUNDATION STEM WALLS.

WATER AND SEWER UTILITY NOTES

- WATER AND SEWER INSTALLATIONS SHALL BE IN ACCORDANCE WITH CURRENT WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY, WATER QUALITY DIVISION RULES AND REGULATIONS, AND CONFORM TO TETON COUNTY WATER AND SEWER REGULATIONS
- TYPE A TRENCH BACKFILL SHALL APPLY TO ALL PAVED SURFACES AND AROUND ALL APPURTENANCES INCLUDING VALVES, FIRE HYDRANTS AND MANHOLES. TYPE B TRENCH BACKFILL SHALL APPLY ONLY TO NON-TRAVELED AREAS. SEE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS. IF BACKFILL TYPE IS NOT SHOWN TYPE A SHALL BE USED.
- CONTINUOUS RIGID TYPE A PIPELINE INSULATION SHALL BE PROVIDED AS SHOWN ON THE TYPICAL TRENCH DETAIL. AT ALL LOCATIONS WHERE DEPTH OF COVER IS LESS THAN 5 FEET FOR SEWER MAINS AND SERVICES; LESS THAN 7 FEET FOR WATER MAINS, SEWER FORCE MAINS, AND WATER SERVICES OR AS SHOWN ON THE PLANS. ALL SERVICES UNDER ROADWAYS, DRIVEWAYS, AND SIDEWALKS SHALL BE INSTALLED WITH 2" TYPE A INSULATION.
- MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION BETWEEN WATER PIPES AND SEWER PIPES/MANHOLES. MEASURED EDGE TO EDGE. MAINTAIN A MINIMUM OF 18 INCHES VERTICAL SEPARATION AT WATER-SEWER PIPE CROSSINGS. WHERE SEWER PIPE CROSSES ABOVE WATER PIPE, SPECIAL CONSTRUCTION IS REQUIRED. SEE TYPICAL DETAILS.
- WATER SERVICE LINE SHALL BE POLYETHYLENE (PE) CONFORMING TO THE REQUIREMENTS OF AWWA C 901. PE PIPE SHALL BE PRESSURE TUBING CONFORMING TO TABLE 7 OF SAID SPECIFICATION. TUBING SHALL BE CLASS 200.
- SANITARY SEWER GRAVITY LINES AND FITTINGS SHALL BE SCH 40 PVC AND CONFORM TO ASTM D-3034. PRESSURE SEWER SERVICE LINES SHALL BE POLYETHYLENE, SDR11 IPS PE.
- SEWER TESTING: MAXIMUM ALLOWABLE INFILTRATION OR EXFILTRATION, INCLUDING MANHOLES, SHALL NOT EXCEED 50 GALLONS PER DAY PER MILE OF SEWER PER INCH OF PIPE DIAMETER.
AIR TEST ALTERNATE FOR SEWER PIPELINES: MAINTAIN 4.0 psig FOR 4 MINUTES WITH NO APPRECIABLE LOSS. GAGE SHALL HAVE MAXIMUM 1 psig GRADATIONS.
- LOCATIONS OF EXISTING FACILITIES ARE FROM DRAWINGS PROVIDED TO JORGENSEN ASSOCIATES. CONTRACTOR SHALL POT HOLE IN THE PRESENCE OF THE ENGINEER TO DETERMINE CONNECTION LOCATIONS, DEPTH, SIZE AND TYPE OF PIPE, AND OTHER PERTINENT INFORMATION REQUIRED FOR THE PROJECT. ANY ADJUSTMENTS NEEDED SHALL BE REFLECTED ON AS-CONSTRUCTED DRAWINGS.

REVEGETATION SPECIFICATIONS:

(FOLLOW MITIGATION PLAN. FOLLOW THESE SPECIFICATIONS WHERE NOTHING IS SPECIFIED ON MITIGATION PLANS OR BY LANDSCAPE ARCHITECT.)

- SEED MIXTURE:

SPECIES	CULTIVAR	LBS./ACRE FOR FULL SEEDING	SEED MIX PROPORTION
WESTERN WHEATGRASS	ROSANA	6 LBS./ACRE	0.75
SLENDER WHEATGRASS	PRYOR	6 LBS./ACRE	0.75
BLUEBUNCH WHEATGRASS	GOLDAR	7 LBS./ACRE	0.875
IDAHO FESCUE	NEZPURS/LAKEVIEW	3 LBS./ACRE	0.369
COMMON YARROW		.5 LBS./ACRE	0.0625
AMERICAN VETCH		33 LBS./ACRE	4.125
WINTERFAT	OPEN RANGE/NATIVE	.5 LBS./ACRE	0.0625
RUBBER RABBIT BRUSH		.5 LBS./ACRE	0.0625
TOTAL PURE LIVE SEED APPLICATION RATE		56.5 LBS./ACRE	

- EXISTING VEGETATION IS TO BE MAINTAINED TO THE EXTENT POSSIBLE.
- ALL AVAILABLE TOPSOIL FROM EXCAVATIONS SHALL BE STRIPPED AND STORED ONSITE FOR REUSE IN REESTABLISHING VEGETATION. TOPSOIL SHALL BE UNIFORMLY SPREAD ON PREPARED SURFACES PRIOR TO SEEDING. REMOVE FOREIGN MATERIALS, WEEDS, AND UNDESIRABLE PLANTS FROM THE PREPARED SOIL PRIOR TO SEEDING. SUPPLEMENT NATIVE TOPSOIL WHERE NECESSARY TO REESTABLISH VEGETATION. DO NOT STOCKPILE TOPSOILS DEEPER THAN 4 FT IF AREA IS AVAILABLE.
- SEED MIXES CONTAINING NATIVE FLOWERING PLANTS SUCH AS LUPINE, YARROW AND PAINTBRUSH ARE ACCEPTABLE.
- ALL SEED SHALL COMPLY WITH WYOMING SEED LAW. SEED SHALL BE PURCHASED FROM A DEALER LICENSED WITH THE WYOMING DEPARTMENT OF AGRICULTURE. CERTIFICATIONS FOR THE SEED MIX SHALL BE PROVIDED TO THE ENGINEER PRIOR TO SEEDING.
- HARD PACKED OR CAKED TOPSOIL SURFACES SHALL BE SCARIFIED OR DISKED PRIOR TO SEEDING. REVEGETATE ALL DISTURBED AREAS AS SOON AS PRACTICAL AFTER GRADING.
- SEED SHALL BE UNIFORMLY DISTRIBUTED OVER THE SURFACE BY APPROVED MECHANICAL BROADCASTING DEVICES AND THE GROUND SHALL BE IMMEDIATELY RAKED OR DRAGGED TO COVER THE SEED.
- SEEDING SHALL BE PERFORMED BETWEEN THE TIME THE FROST LEAVES THE GROUND IN THE SPRING AND BEFORE THE FROST ENTERS THE GROUND IN THE FALL.

CONSTRUCTION NOTES & SPECIFICATIONS:

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE PERMITS AND AGREEMENTS INCLUDING: WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY, AND WYOMING STATE ENGINEERS OFFICE PERMIT. CONTACT ENGINEER FOR COPIES OF PERMITS AND PERMIT REQUIREMENTS. CONTRACTOR SHALL REVIEW AND BE RESPONSIBLE FOR PERMIT COMPLIANCE.
 - OWNER PROVIDED PERMITS:
 - WYOMING DEQ PERMIT TO CONSTRUCT
 - CONTRACTOR PROVIDED PERMITS:
 - WYOMING DEQ STORMWATER POLLUTION PREVENTION PLAN
 - ELECTRICAL PERMIT
- IF NECESSARY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY NPDES STORMWATER PERMIT PRIOR TO COMMENCING ANY LAND DISTURBING ACTIVITIES.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY VARIATIONS OR DISCREPANCIES.
- CONTRACTOR SHALL VERIFY LOCATION OF ALL BURIED AND OVERHEAD UTILITIES PRIOR TO ANY EXCAVATION IN THE VICINITY. UTILITY LOCATIONS SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND BASED ON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. ENGINEER DOES NOT WARRANT THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN FOR EXISTING UTILITIES. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES PRIOR TO INSTALLING IMPROVEMENTS. PRIVATE UNDERGROUND UTILITIES EXIST IN THE PROJECT AREA.
- CONTRACTOR TO CONFIRM STOCKPILE AND STAGING LOCATIONS WITH THE OWNER.
- FILL MATERIAL SHALL BE SUITABLE ON-SITE OR IMPORTED MATERIAL WITH ROCK NO LARGER THAN 6 INCHES IN DIAMETER. LARGER MATERIAL MAY BE PLACED ONLY WHEN AUTHORIZED BY THE ENGINEER.
- SUBGRADE, PIT RUN SUBBASE, AND SITE FILL MATERIALS SHALL BE MECHANICALLY COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698 (AASHTO T-99 - STANDARD PROCTOR DENSITY) IN LIFTS NOT TO EXCEED 12 INCHES IN LOOSE THICKNESS.
- CRUSHED GRAVEL BASE MATERIAL SHALL BE GRADING W. CRUSHED GRAVEL BASE COURSES SHALL BE MECHANICALLY COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557 (AASHTO T-180 - MODIFIED PROCTOR DENSITY).
- DESTRUCTION AND DAMAGE TO TREES AND OTHER NATURAL VEGETATION SHALL BE MINIMIZED AND ALL DISTURBED SURFACES SHALL BE RESEDED AS SOON AS PRACTICABLE IN ACCORDANCE TO THE REVEGETATION SPECIFICATIONS.
- WEEDS SHALL BE CONTROLLED BY SPRAYING, LIMITING DISTURBANCE AREA, OR OTHER MEANS PRIOR TO REVEGETATION AND AFTER REVEGETATION IS COMPLETE.
- REVEGETATION SHALL OCCUR AFTER CONSTRUCTION IS COMPLETE AND WILL BE COMPLETED IN THE FALL OF 2024 OR SPRING OF 2025.
- FUGITIVE DUST WILL BE CONTROLLED BY WATERING OR OTHER METHODS DURING DRY PERIODS OR AS REQUIRED BY OWNER.
- ALL EXCAVATED MATERIALS SHALL BE STOCKPILED AND PROCESSED ON-SITE ONLY AT LOCATIONS AS DESIGNATED ON THE PLANS.
- TOPS OF CUT AND FILL SLOPES SHALL BE ROUNDED TO AVOID RAVELING AND EROSION. CUT AND FILL SLOPES SHALL NOT EXCEED 2:1 WITHOUT SPECIAL STABILIZATION AND APPROVAL FROM ENGINEER.
- A LAYER OF TOPSOIL SHALL BE PLACED ON ALL SLOPES AND AREAS STRIPPED FOR GRADING.
- NO WETLANDS SHALL BE DISTURBED WITHOUT FIRST OBTAINING NECESSARY PERMITS FROM THE U. S. ARMY CORPS OF ENGINEERS.
- AREAS WITH UNSUITABLE SUBGRADE UNDER ROADWAYS OR BUILDING SHALL BE SUB-EXCAVATED AND REPLACED WITH APPROVED STRUCTURAL FILL. COORDINATE WITH ENGINEER FOR REMOVAL DEPTHS AND STRUCTURAL FILL SELECTION.
- ENGINEER SHALL BE CONTACTED PRIOR TO CONSTRUCTION TO PROVIDE CONSTRUCTION OBSERVATION.
- ALL FENCING MUST COMPLY WITH SECTION 49220, WILDLIFE FRIENDLY FENCING, OF THE TETON COUNTY LAND DEVELOPMENT REGULATIONS. THIS SECTION INCLUDES A PROVISION FOR SPECIAL PURPOSE FENCING. ALL SPECIAL PURPOSE FENCING MUST BE APPROVED BY THE WYOMING GAME AND FISH DEPARTMENT.
- BEFORE START OF CONSTRUCTION INSTALL CONSTRUCTION FENCE/SILT FENCE TO DEFINE LIMITS OF LAND DISTURBING ACTIVITIES. FENCE FILTER FABRIC SHALL BE SPUN BOND GEOTEXTILE FABRIC.
- CONTRACTOR IS RESPONSIBLE FOR PERIODIC INSPECTIONS. MAINTENANCE AND REPAIR OF EROSION CONTROL STRUCTURES TO INSURE PROPER SEDIMENT CONTAINMENT AND EROSION CONTROL.
- STORMWATER RUNOFF SHALL BE MANAGED IN ACCORDANCE WITH TETON COUNTY LAND DEVELOPMENT REGULATIONS. RUNOFF FROM THE SITE SHALL NOT EXCEED THE PRE-CONSTRUCTION VALUES, AND VOLUME OF STORAGE SHALL NOT BE REDUCED.
- DURING CONSTRUCTION CONTRACTOR SHALL MONITOR THE PROJECT SITE FOR THE GROWTH OF NOXIOUS WEEDS. THE GROWN OF NOXIOUS WEED SHALL BE REPORTED TO THE TETON COUNTY WEED AND PEST DISTRICT OFFICE. CONTRACTOR AND OWNER SHALL IMPLEMENT A WEED CONTROL PROGRAM TO CONTROL NOXIOUS WEEDS.
- GRADES SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET OF THE BUILDING FOUNDATION.
- IMPERVIOUS SURFACES WITHIN 10 FEET OF THE BUILDING FOUNDATION SHALL SLOPE MIN. 2% AWAY FROM THE BUILDING.



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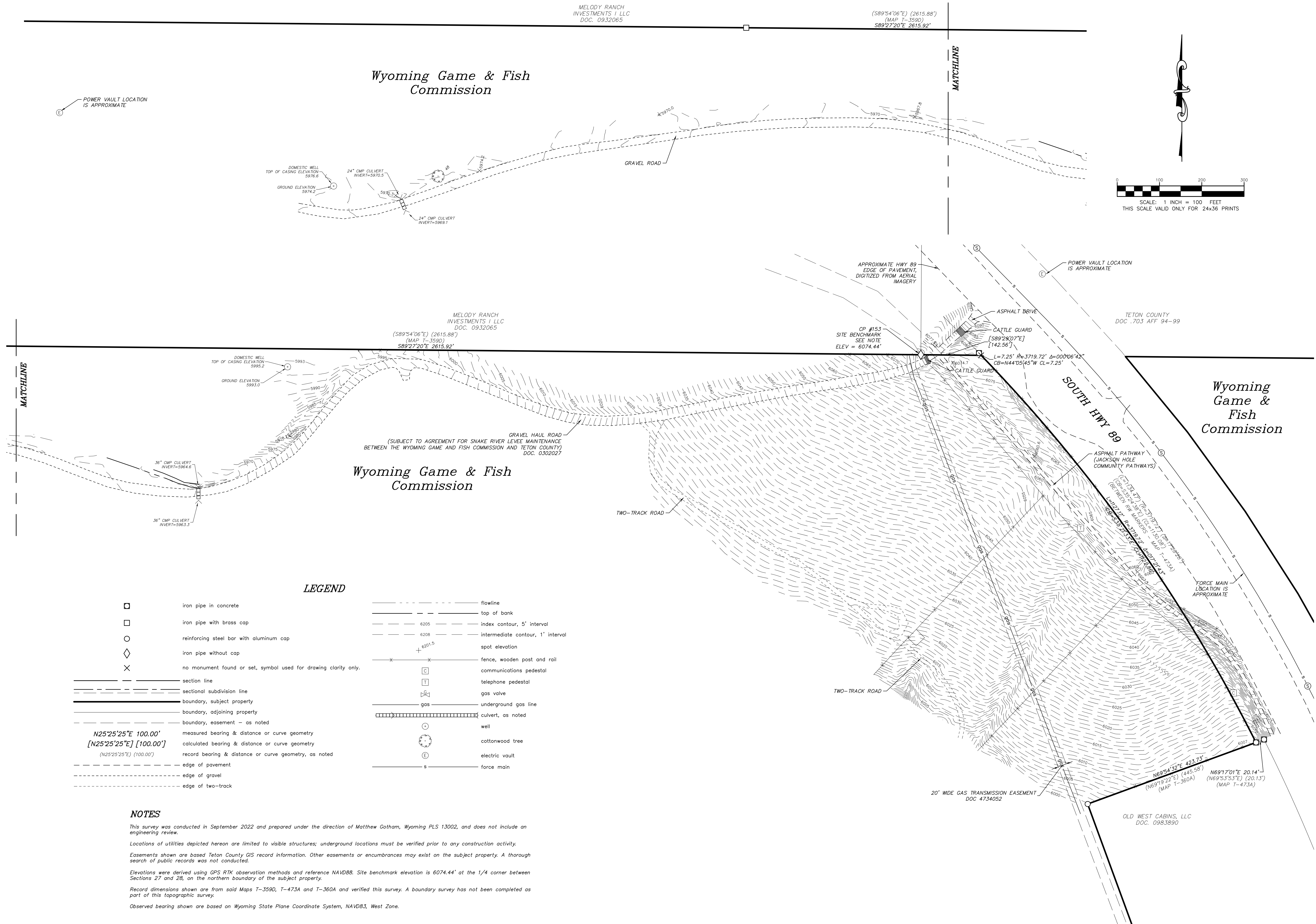
PROJECT TITLE:
**WYOMING GAME & FISH COMMISSION
EMPLOYEE HOUSING
TETON COUNTY, WYOMING**

SHEET TITLE:
LEGEND & GENERAL NOTES

DRAFTED BY:	KB
REVIEWED BY:	BB
PLAN VERSION	DATE
SITE PLAN REVIEW	04/17/2023
BID DOCUMENTS	04/24/2023

PROJECT NUMBER
22164.10
SHEET
C1.1

Ver: 18.6 Printed by Jorgensen on Apr 24, 2023 1:32pm P:\2022\2164\WG&F-Jackson Region Employees Housing\Teton County\GIS\202164_WY_G&F_Housing_DEC_C2.dwg



NOTES

This survey was conducted in September 2022 and prepared under the direction of Matthew Gotham, Wyoming PLS 13002, and does not include an engineering review.

Locations of utilities depicted hereon are limited to visible structures; underground locations must be verified prior to any construction activity.

Easements shown are based Teton County GIS record information. Other easements or encumbrances may exist on the subject property. A thorough search of public records was not conducted.

Elevations were derived using GPS RTK observation methods and reference NAVD88. Site benchmark elevation is 6074.44' at the 1/4 corner between Sections 27 and 28, on the northern boundary of the subject property.

Record dimensions shown are from said Maps T-3590, T-473A and T-360A and verified this survey. A boundary survey has not been completed as part of this topographic survey.

Observed bearing shown are based on Wyoming State Plane Coordinate System, NAVD83, West Zone.



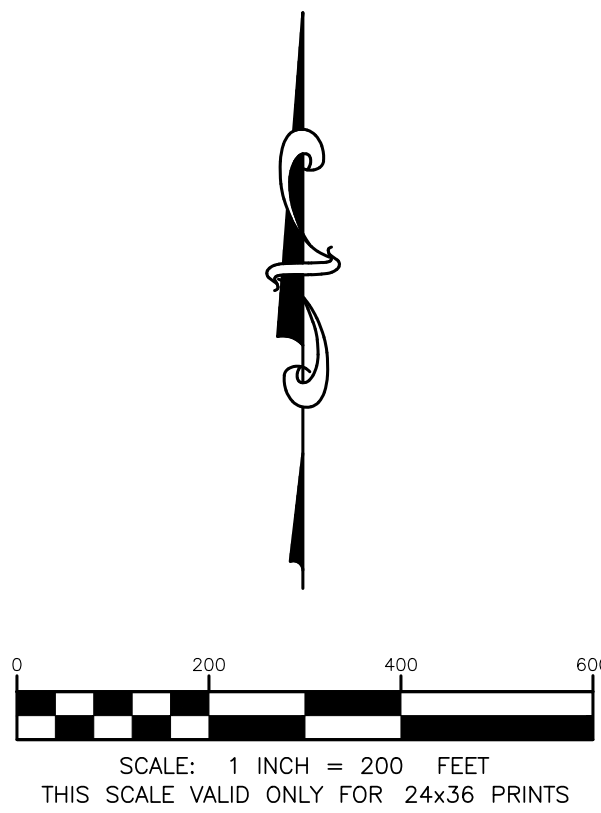
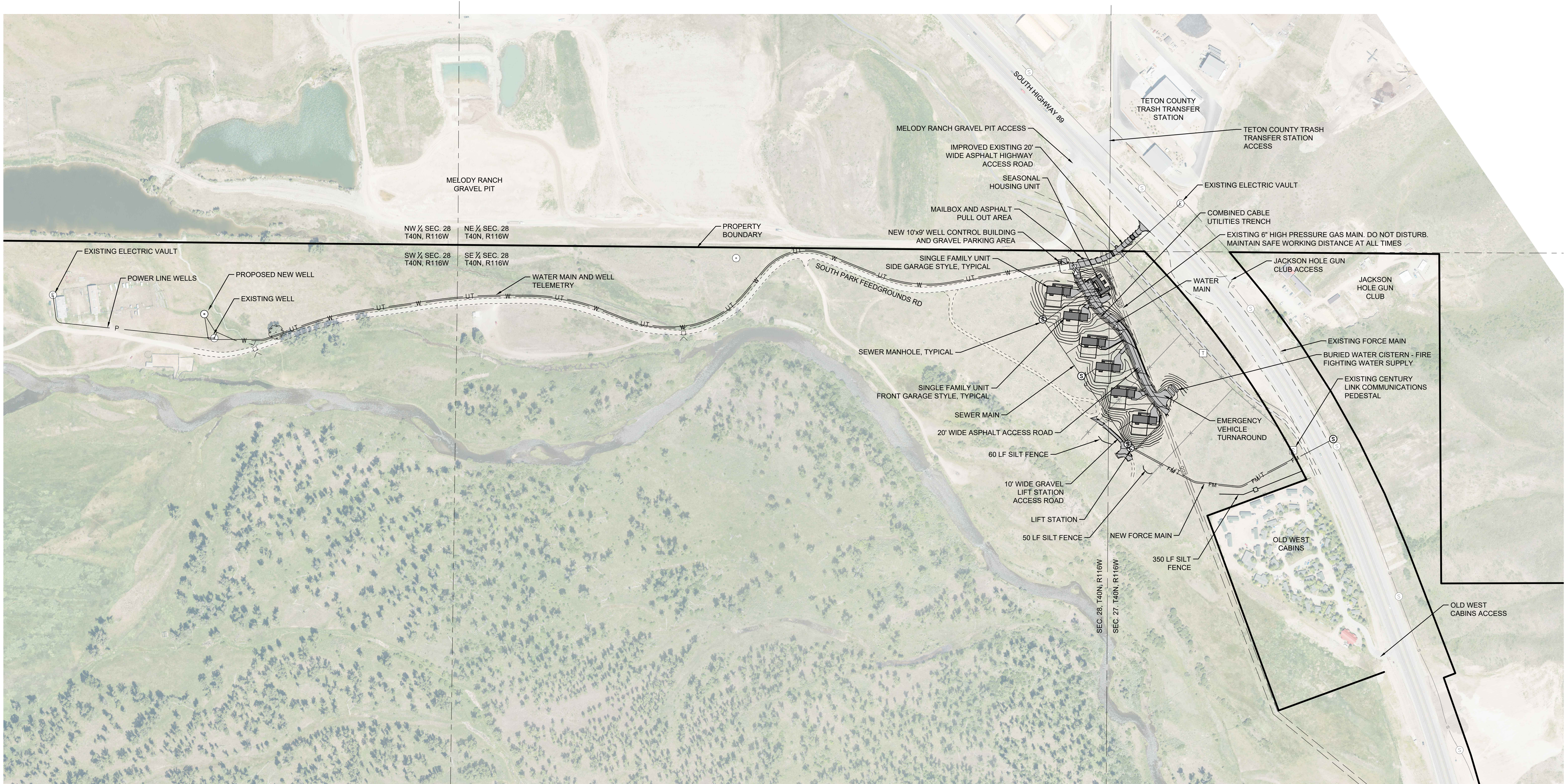
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PROJECT TITLE:
**WYOMING GAME & FISH COMMISSION
EMPLOYEE HOUSING
TETON COUNTY, WYOMING**

SHEET TITLE:
EXISTING CONDITIONS

DRAFTED BY:	KB
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PLAN VERSION	DATE
SITE PLAN REVIEW	04/17/2023
BID DOCUMENTS	04/24/2023
PROJECT NUMBER	22164.10
SHEET	C2.0

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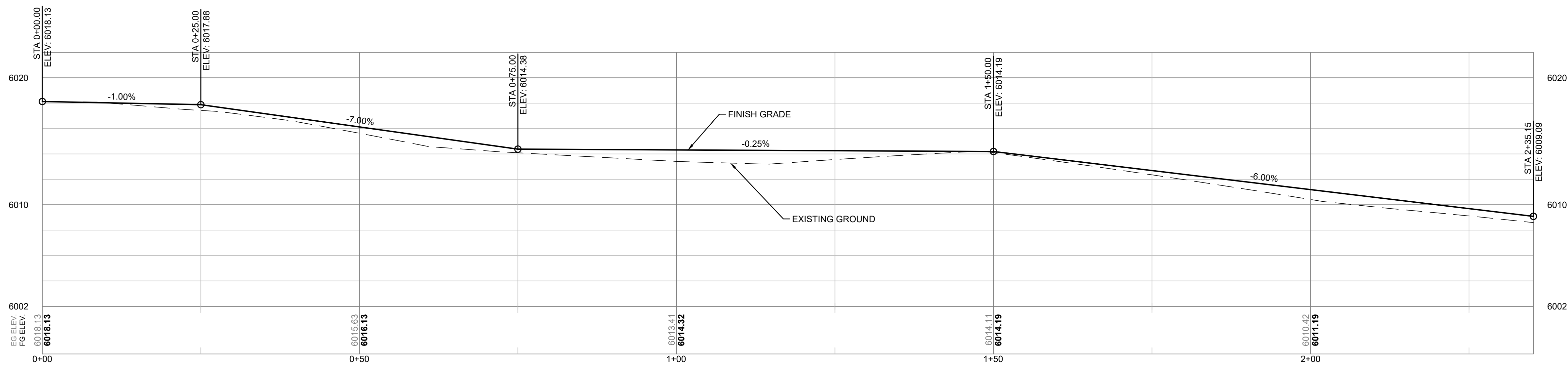
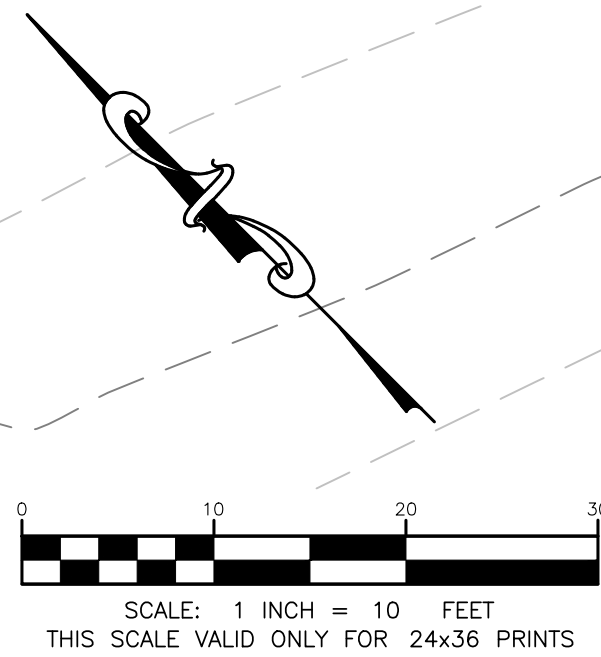
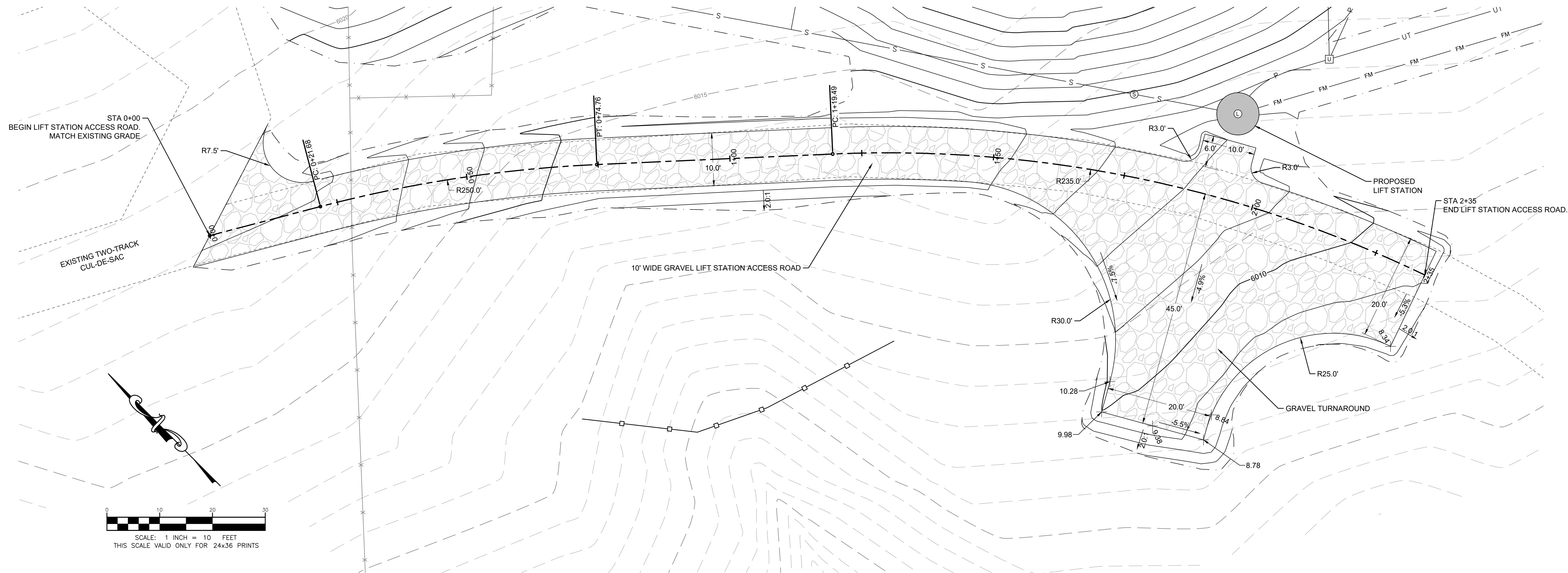
PROJECT TITLE:
**WYOMING GAME & FISH COMMISSION
EMPLOYEE HOUSING
TETON COUNTY, WYOMING**

SHEET TITLE:
SITE OVERVIEW

DRAFTED BY:	KB
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PLAN VERSION	DATE
SITE PLAN REVIEW	04/17/2023
BID DOCUMENTS	04/24/2023

PROJECT NUMBER
22164.10
SHEET
C3.0

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=PROFILE=
LIFT STATION ACCESS ROAD
SCALE: HORIZONTAL 1"=10'
VERTICAL 1"=5'

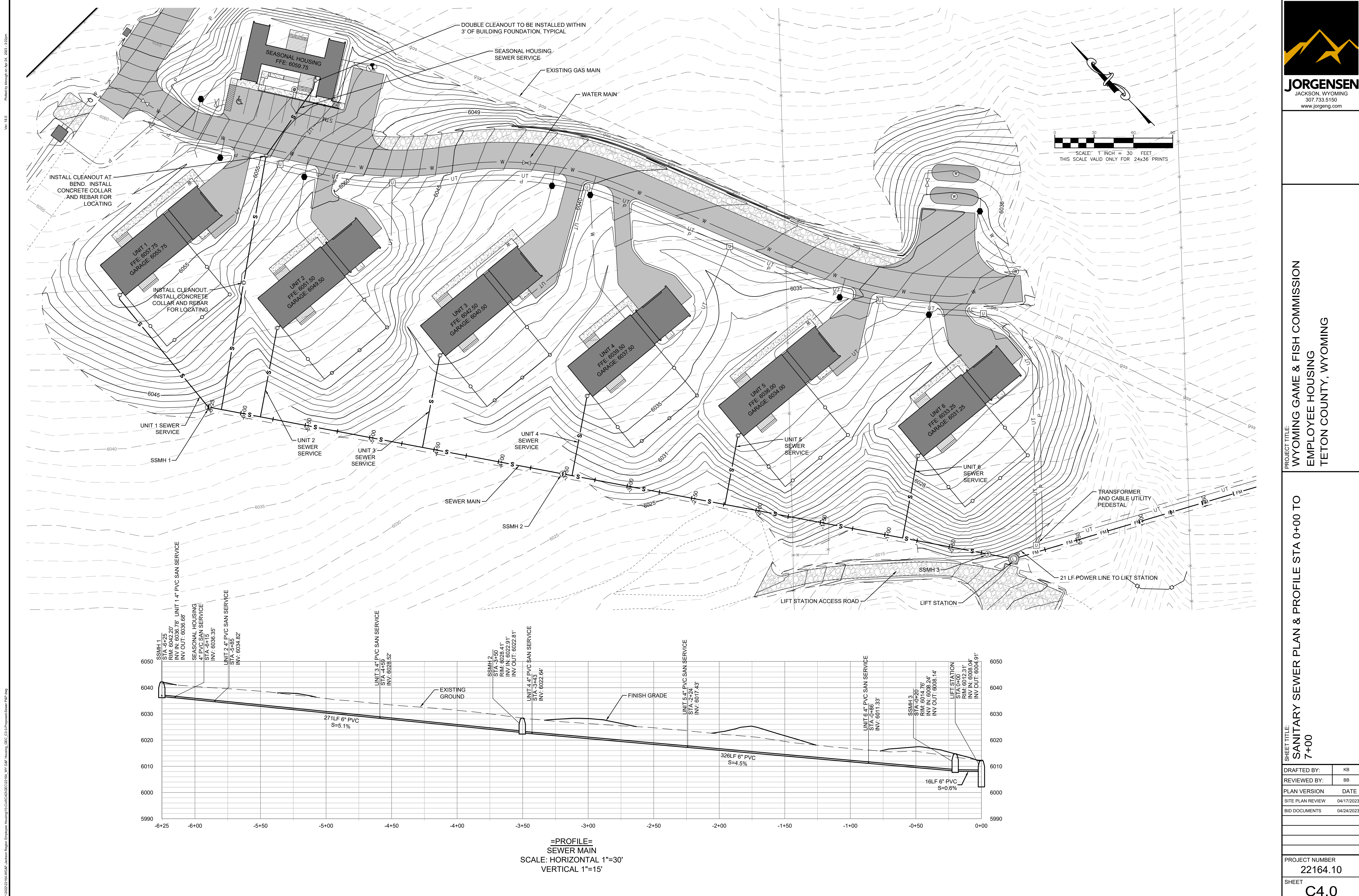


PROJECT TITLE:
WYOMING GAME & FISH COMMISSION
EMPLOYEE HOUSING
TETON COUNTY, WYOMING

SHEET TITLE:
LIFT STATION ACCESS ROAD PLAN & PROFILE

DRAFTED BY:	KB
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PLAN VERSION	DATE
SITE PLAN REVIEW	04/17/2023
BID DOCUMENTS	04/24/2023

PROJECT NUMBER
22164.10
SHEET
C3.4



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Plotted by: kborgh on Apr 24, 2023 1:22pm



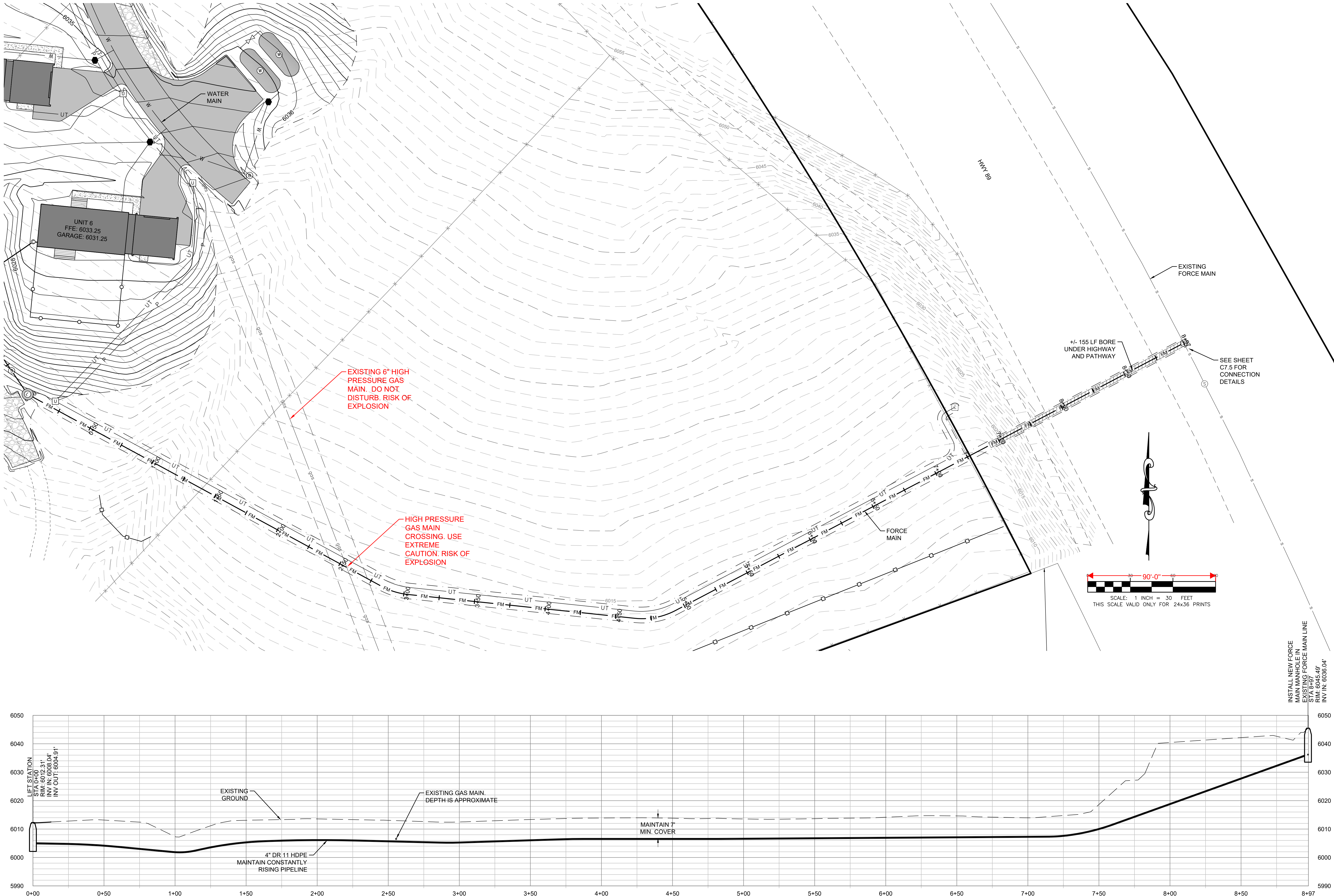
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WYOMING GAME & FISH COMMISSION
EMPLOYEE HOUSING
TETON COUNTY, WYOMING

SHEET TITLE:
SANITARY SEWER PLAN & PROFILE STA 0+00 TO
7+00

DRAFTED BY:	KB
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PLAN VERSION	DATE
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BID DOCUMENTS	04/24/2023

PROJECT NUMBER
22164.10
SHEET
C4.0

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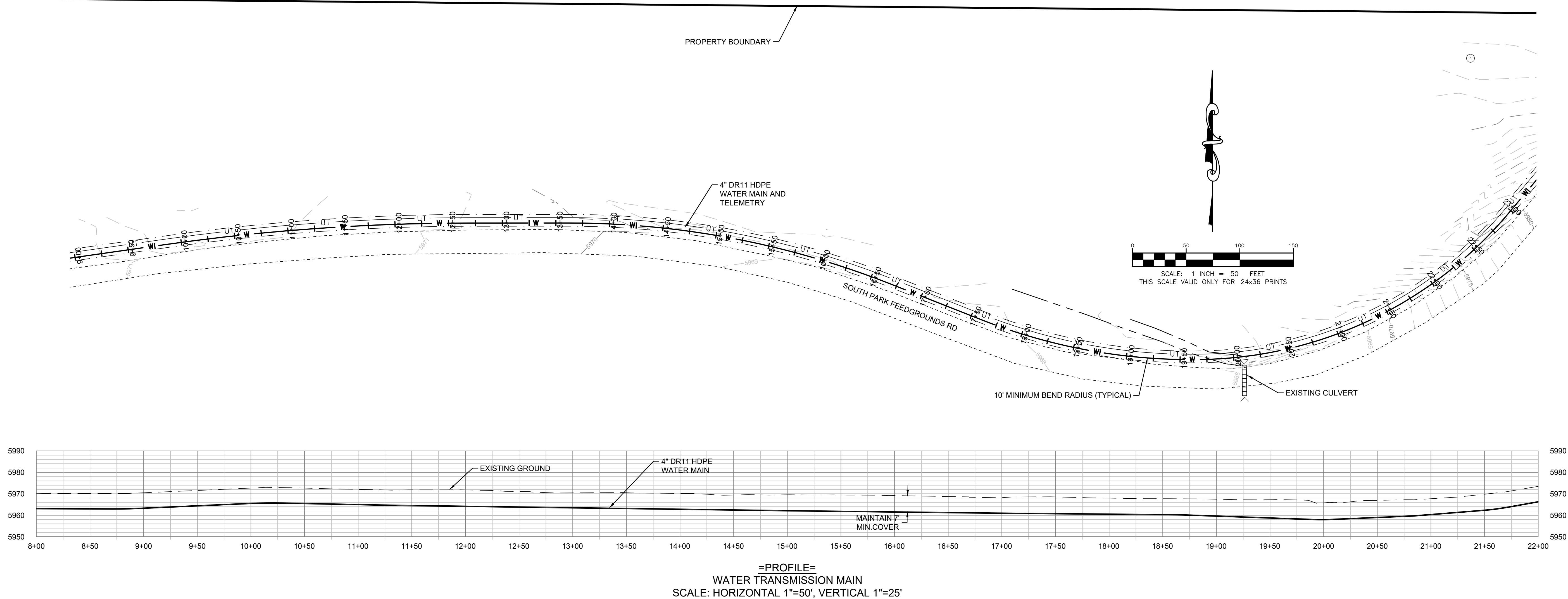
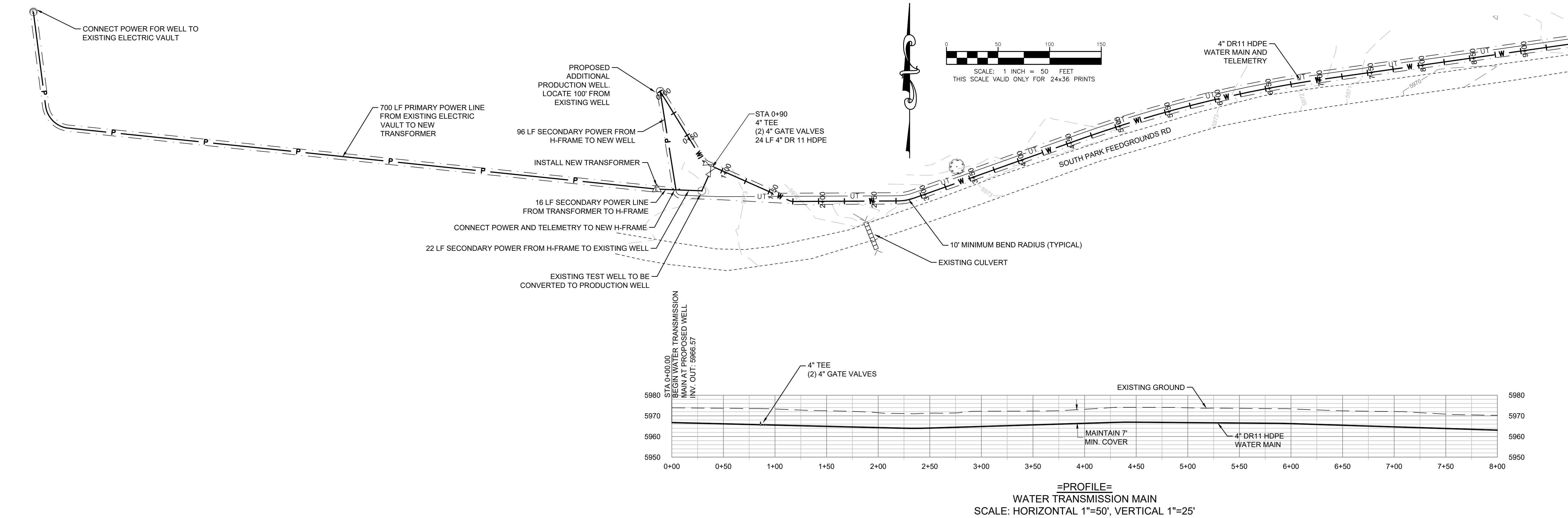
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**WYOMING GAME & FISH COMMISSION
EMPLOYEE HOUSING
TETON COUNTY, WYOMING**

SHEET TITLE:
SANITARY SEWER PLAN & PROFILE STA 7+00 TO 15+25

DRAFTED BY:	KB
REVIEWED BY:	BB
PLAN VERSION	DATE
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PROJECT NUMBER	22164.10
SHEET	C4.1

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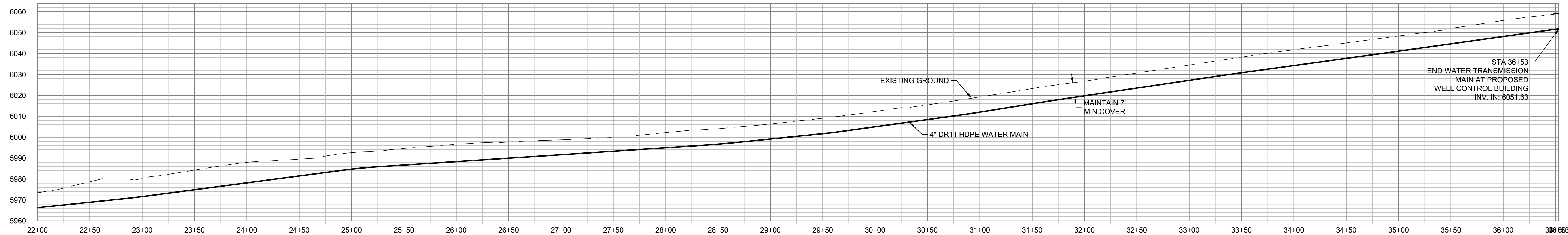
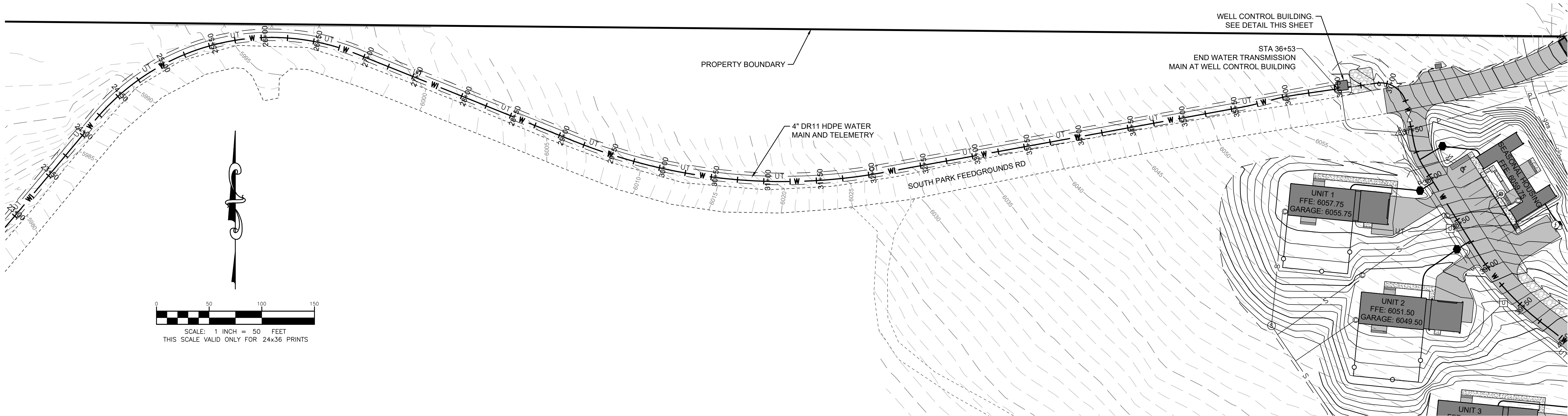
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WYOMING GAME & FISH COMMISSION
EMPLOYEE HOUSING
TETON COUNTY, WYOMING

SHEET TITLE:
WATER TRANSMISSION MAIN PLAN & PROFILE STA
0+00 TO 22+00

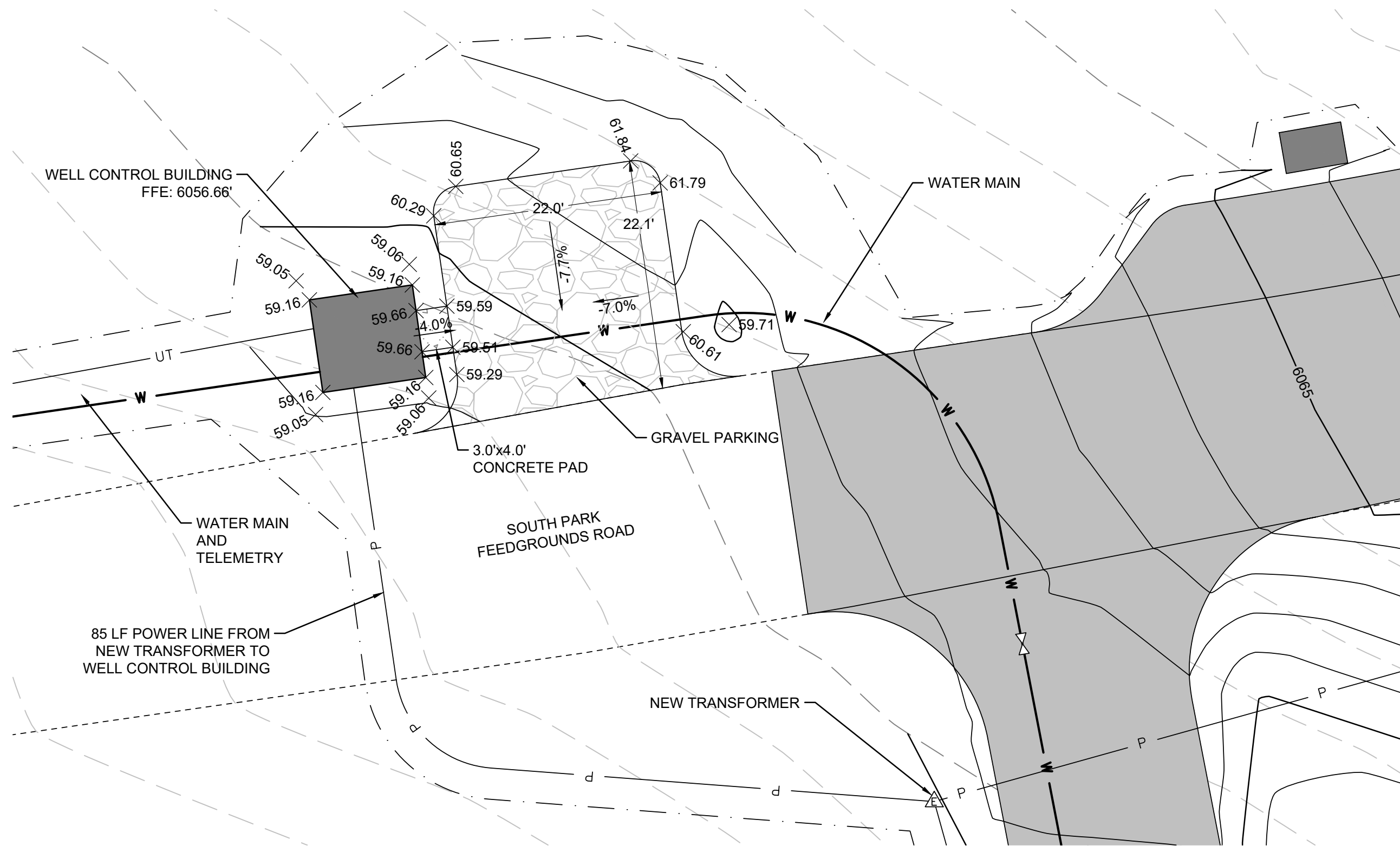
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SHEET	C5.0

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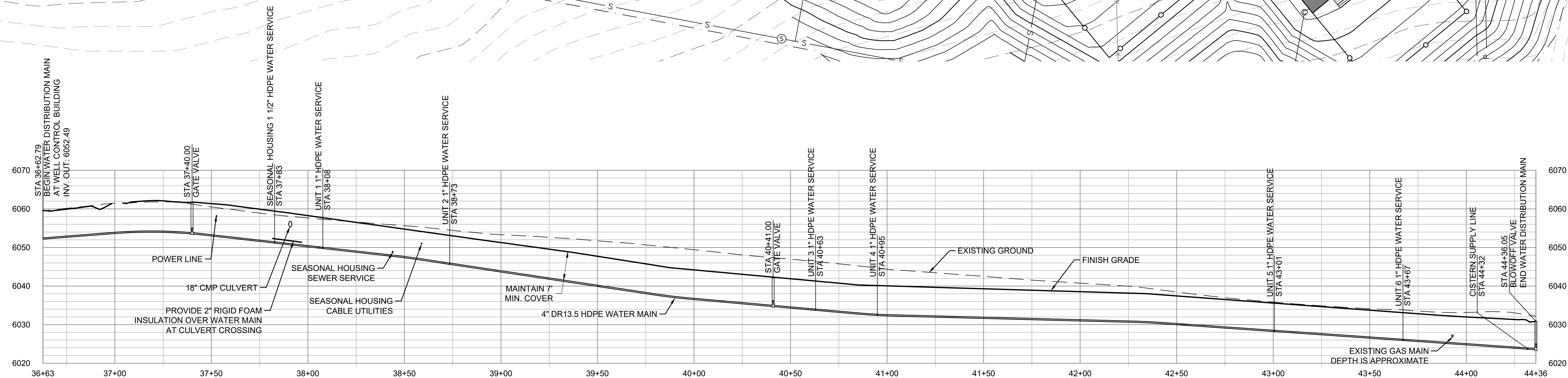
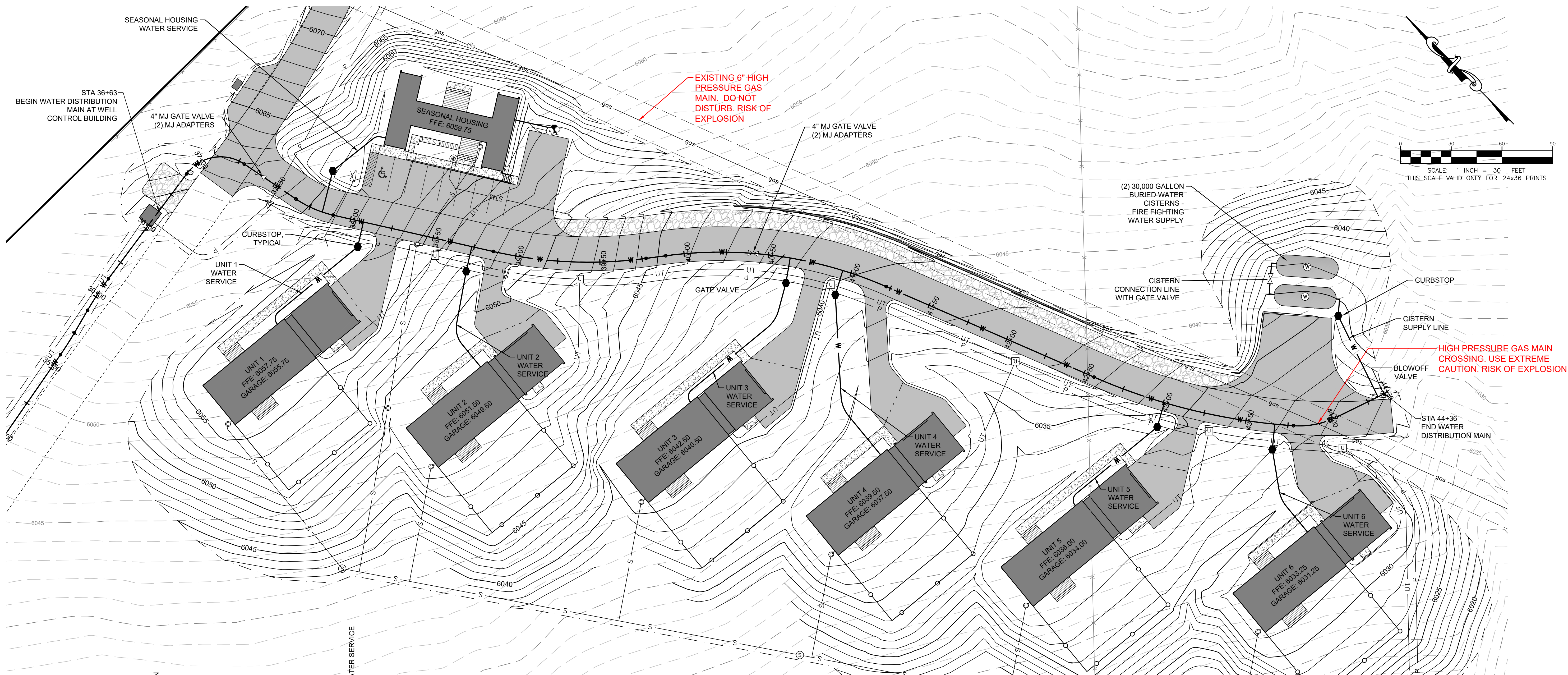


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WATER TRANSMISSION MAIN
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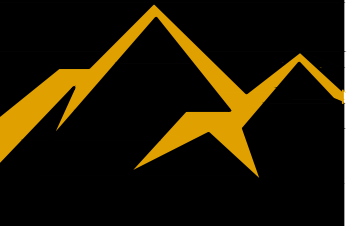


=WELL CONTROL BUILDING GRADING=
SCALE: 1" = 10'

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Ver: 18.6
Plotted by: kshogan on Apr 24, 2023 1:23pm



=PROFILE=
WATER DISTRIBUTION MAIN
SCALE: HORIZONTAL 1"=30', VERTICAL 1"=15'



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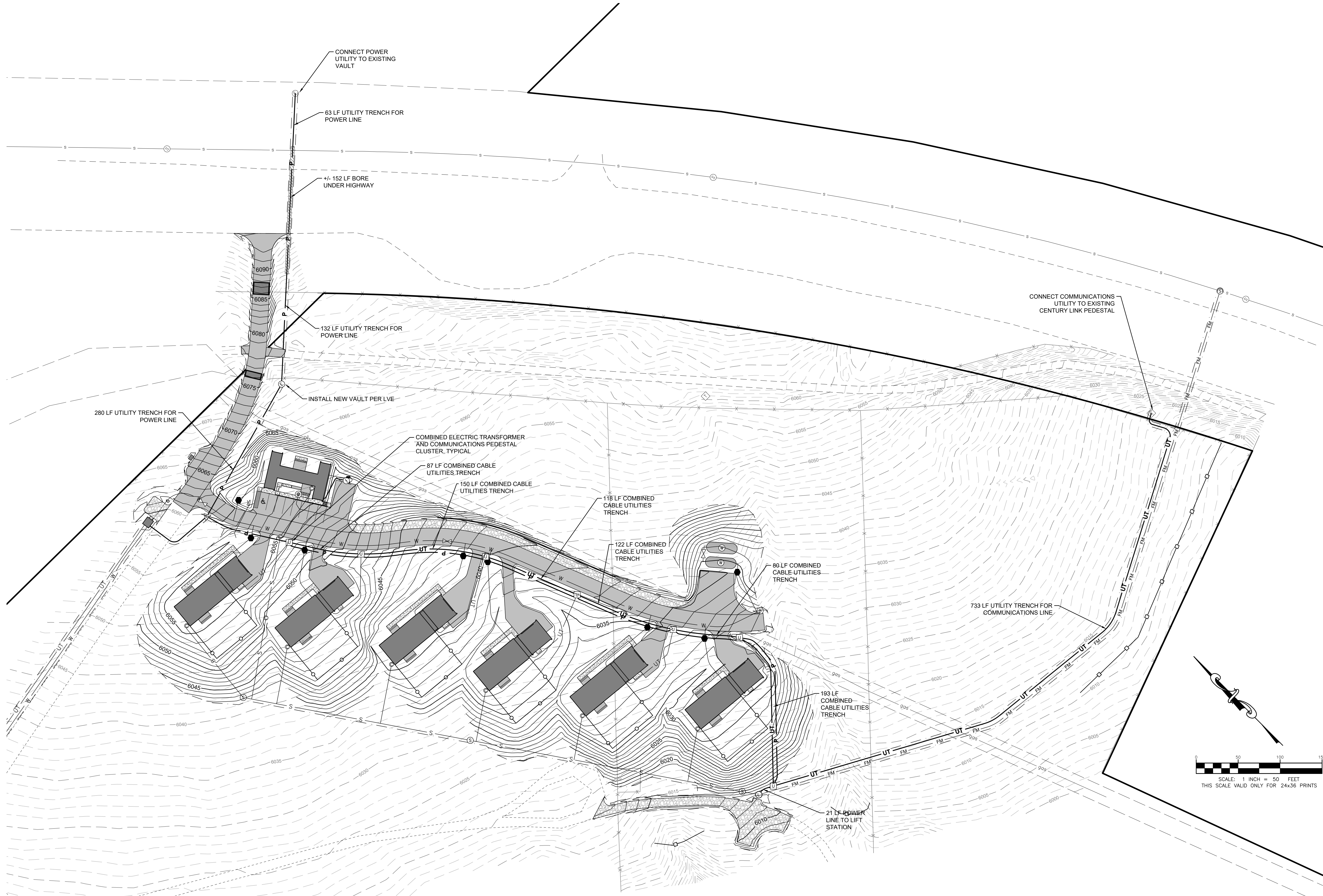
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WYOMING GAME & FISH COMMISSION
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TETON COUNTY, WYOMING

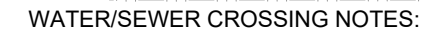
SHEET TITLE:
WATER DISTRIBUTION MAIN PLAN & PROFILE

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SHEET
C5.2





NORMAL CONDITIONS - WATER MAINS CROSSING SANITARY SEWER MAINS, OR STORM SEWERS SHALL BE LAID ABOVE TO PROVIDE A VERTICAL SEPARATION OF AT LEAST EIGHTEEN (18) INCHES WHENEVER POSSIBLE. THE DISTANCE SHALL BE MEASURED FROM THE TOP OF THE SEWER PIPE TO THE BOTTOM OF THE WATER PIPE.

UNUSUAL CONDITIONS - WHEN LOCAL CONDITIONS PREVENT A VERTICAL SEPARATION OF AT LEAST EIGHTEEN (18) INCHES AS NOTED ABOVE, THE FOLLOWING CONSTRUCTION SHALL BE USED:

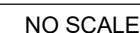
- 1) THE SANITARY SEWER OR STORM SEWER JOINTS SHALL BE CONSTRUCTED OF MATERIALS AND WITH JOINTS THAT ARE EQUIVALENT TO WATER MAIN STANDARDS OF CONSTRUCTION (SDR 26 OR C-900) AND SHALL BE TESTED FOR WATER TIGHTNESS BY SEWER LINE METHODS; OR
- 2) THE SANITARY SEWER, STORM SEWER OR WATER MAIN SHALL BE PLACED IN A SEPARATE CASING PIPE EXTENDING A MINIMUM OF NINE (9) FEET EACH SIDE OF THE CROSSING; OR
- 3) THE SANITARY SEWER SHALL BE ENCASED IN FLOWABLE FILL A MINIMUM OF NINE (9) FEET EACH SIDE OF CROSSING.
- 4) WATER MAINS PASSING UNDER SEWER LINES SHALL, IN ADDITION TO THE ABOVE REQUIREMENTS, BE PROTECTED BY PROVIDING FLOWABLE FILL BETWEEN WATER AND SEWER LINES FOR ADDITIONAL SUPPORT.
- 5) FLOWABLE FILL SHALL BEAR ON UNDISTURBED SOIL AND HAVE A 28 DAY COMPRESSIVE STRENGTH OF 90 PSI TO 60 PSI. REFERENCE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS SECTION 02510 (REF. WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS)

WATER/SEWER CROSSING DETAIL



1. PRIOR TO BACKFILL THE SYSTEM OPERATOR MUST INSPECT ALL PIPE, FITTINGS, COUPLINGS GRADE AND COMPLETE WATER TESTING.
2. INSTALL AND COMPACT ALL BACKFILL MATERIAL AS SHOWN WITHIN THE TRENCH DETAIL.
3. ALL PVC FITTINGS SHALL MEET ASTM D3034 SPECIFICATIONS, AND SHALL ALSO MEET ASTM D312 SPECIFICATIONS FOR RUBBER GASKETED BELL AND SPIGOT WITH INTEGRAL BELL.
4. SINGLE CLEANOUT REQUIRED ADJACENT TO BUILDING, EVERY 100', AND AT ALL BENDS.

CLEAN OUT DETAIL



HARDSCAPE AREA GRAVITY CLEANOUT DETAIL

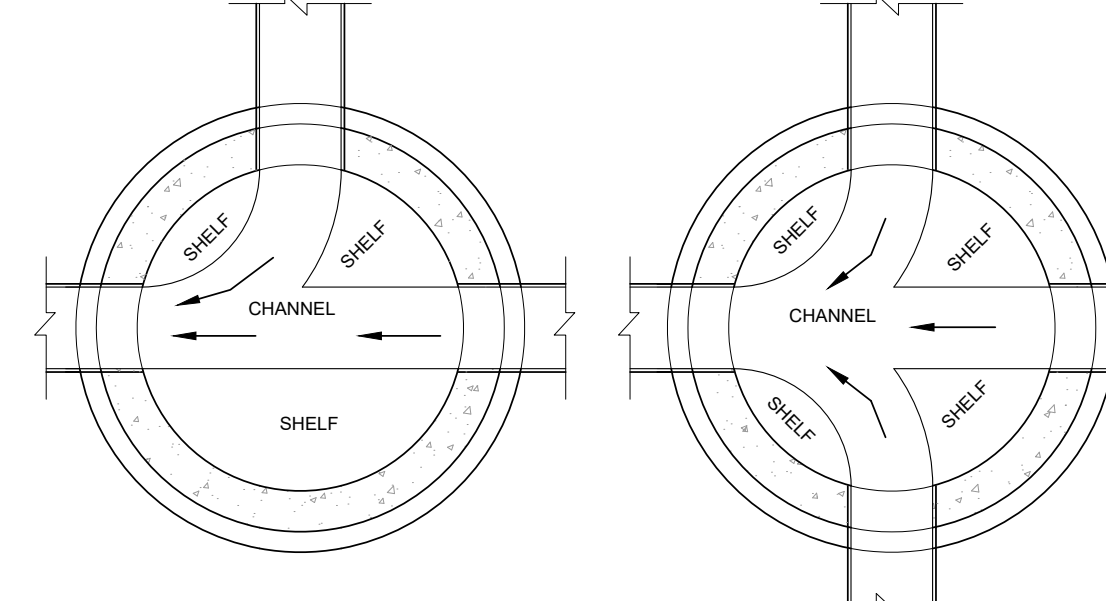


SANITARY SEWER SERVICE



NOTES:

1. DROP ACROSS INVERT SHALL BE 0.10 FT. UNLESS OTHERWISE NOTED. INVERT DROPS OF LESS THAN 0.10' AND FLAT GRADE SEWER CONSTRUCTION SHALL GET 2 COATS (RED THEN GRAY) SITUGUARD 62 EPOXY.
2. PRECAST CONCRETE MANHOLE BASES SHALL HAVE A MINIMUM THICKNESS OF 6 INCHES.
3. MANHOLE BASES SHALL BE REINFORCED TO WITHSTAND THE DEAD LOAD OF THE MANHOLE STRUCTURE AND HS-20 AASHTO LIVE LOAD.
4. REINFORCEMENT FOR PRECAST SECTIONS SHALL BE AS PER ASTM C478
5. C.I. RING AND COVER HS-20-44 ONE VENT HOLE OR AS SHOWN ON PLAN SHEET
6. MOUND CRUSHED GRAVEL BASE AROUND TOP OF MANHOLE AT ROAD SURFACING LOCATIONS TO PROTECT MANHOLE DURING CONSTRUCTION.
7. ALL MANHOLE BASES, BARRELS, AND CONES SHALL BE LEAK TESTED.
8. SMOOTH INLET CHANNELS FROM SERVICES TO PREVENT SOLIDS HANG UP.



NOTES:

1. SLOPE ALL SHELVES TO CHANNEL AT 1" PER FOOT.
2. SLOPE OF CHANNEL SHALL BE 0.1" ACROSS THE MANHOLE FOR ALL MAIN RUNS. SEE PROFILE SHEETS.
3. PROVIDE SMOOTH TROWEL SURFACE FOR ALL FLOW CHANNELS. APPLY TWO (2) COATS OF SIKAGARD 62, FIRST RED, THEN GRAY, ON FLAT GRADE SEWER MANHOLE CHANNELS.
4. MANHOLE INVERTS SHALL MATCH INFLOW AND OUTFLOW PIPE INVERTS
5. 4" SERVICE PIPES ENTERING MANHOLES SHALL HAVE CROWN OF 4" PIPE MATCH CROWN OF MAIN AT OUTLET UNLESS OTHERWISE INDICATED. (INV. IN 4" 0.33" ABOVE FOR 8" AND INV. IN 4" 0.17" ABOVE FOR 6")

MANHOLE CHANNEL DETAILS



NOTE

1. ADJUST MANHOLE UPWARD WITH ADJUSTING RINGS UNDER FRAME. ADJUST MANHOLE DOWNWARD BY REMOVING A PORTION OF THE MANHOLE RISER AND REBUILDING TO PROPER HEIGHT. SLOPE MANHOLE RING AS REQUIRED TO MATCH STREET GRADE AND CROSS SLOPE. MAKE FINAL MANHOLE ADJUSTMENT AFTER PAVING AND BEFORE SEAL COATING. IF REQUIRED ADJUSTMENT EXCEEDS GRADE RINGS, REMOVE MANHOLE CONE AND ADD OR SUBTRACT BARREL SECTIONS.

MANHOLE ADJUSTMENT & COLLAR IN ASPHALT



NOTE:

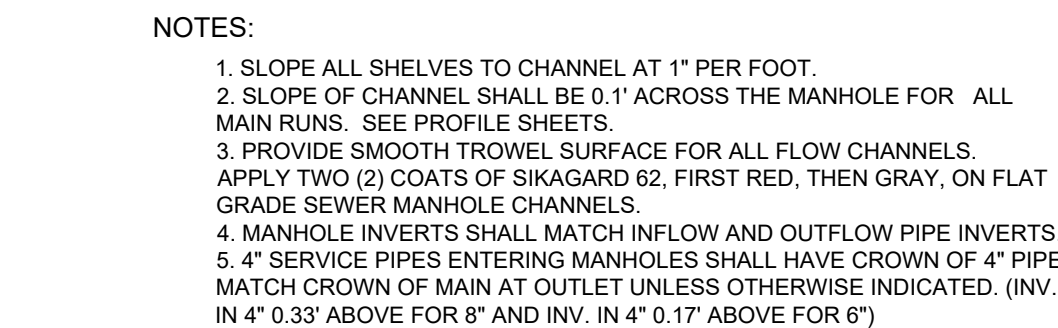
1. ADJUST VALVES UPWARD OR DOWNWARD AS REQUIRED TO MATCH FINISH GRADE.
2. FIBERMESH CONCRETE MAY BE SUBSTITUTED FOR REBAR.

SEWER VALVE ADJUSTMENT DETAIL DETAIL

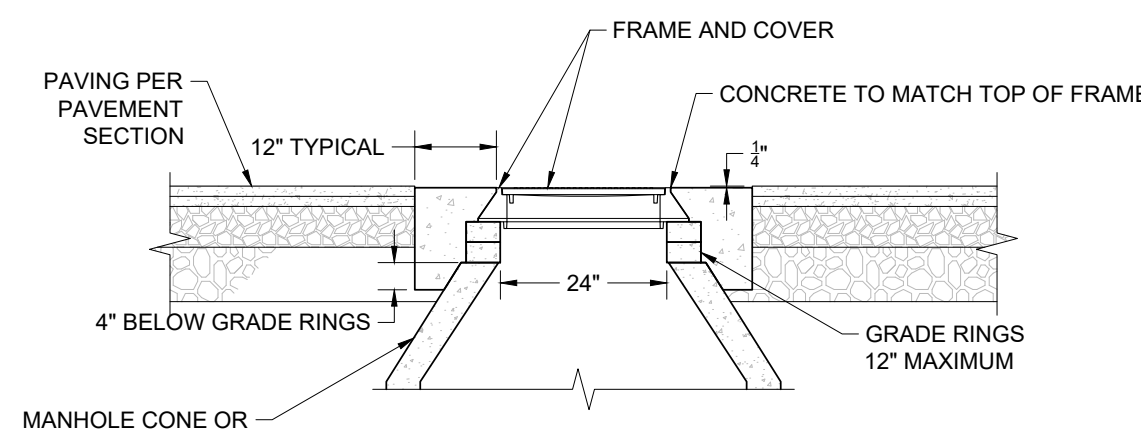


- BITUMINUS MASTIC MANHOLE JOINTS PER SPECIFICATIONS. SEAL ALL BARREL JOINTS AND PICK HOLES ON INSIDE AND OUTSIDE OF MANHOLE WITH NON-SHRINK GROUT PRIOR TO BACKFILL. USE JOINT WRAP ON ALL BARREL AND CONE JOINTS WHERE GROUNDWATER IS EXPECTED.

STANDARD MANHOLE DETAIL

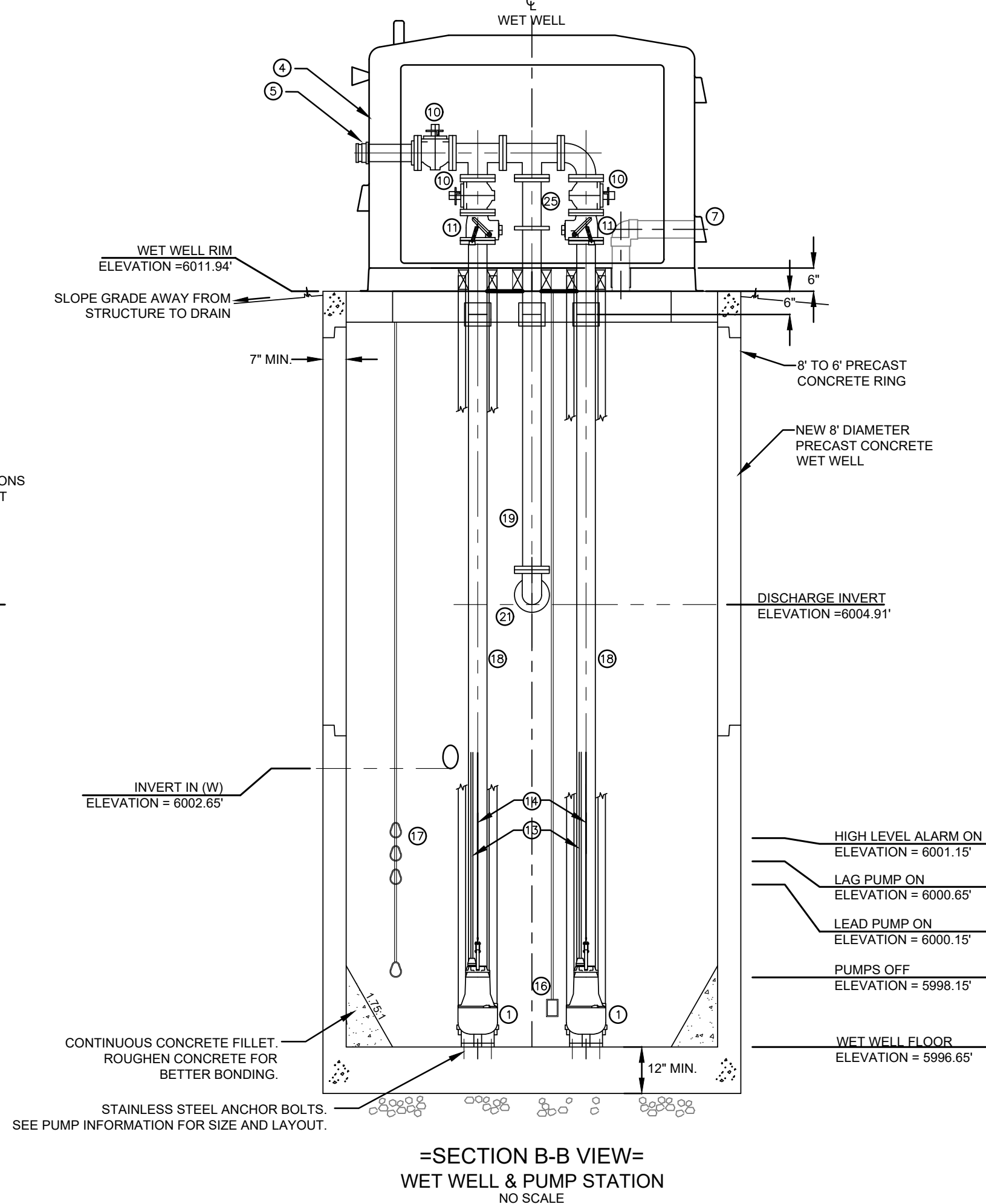
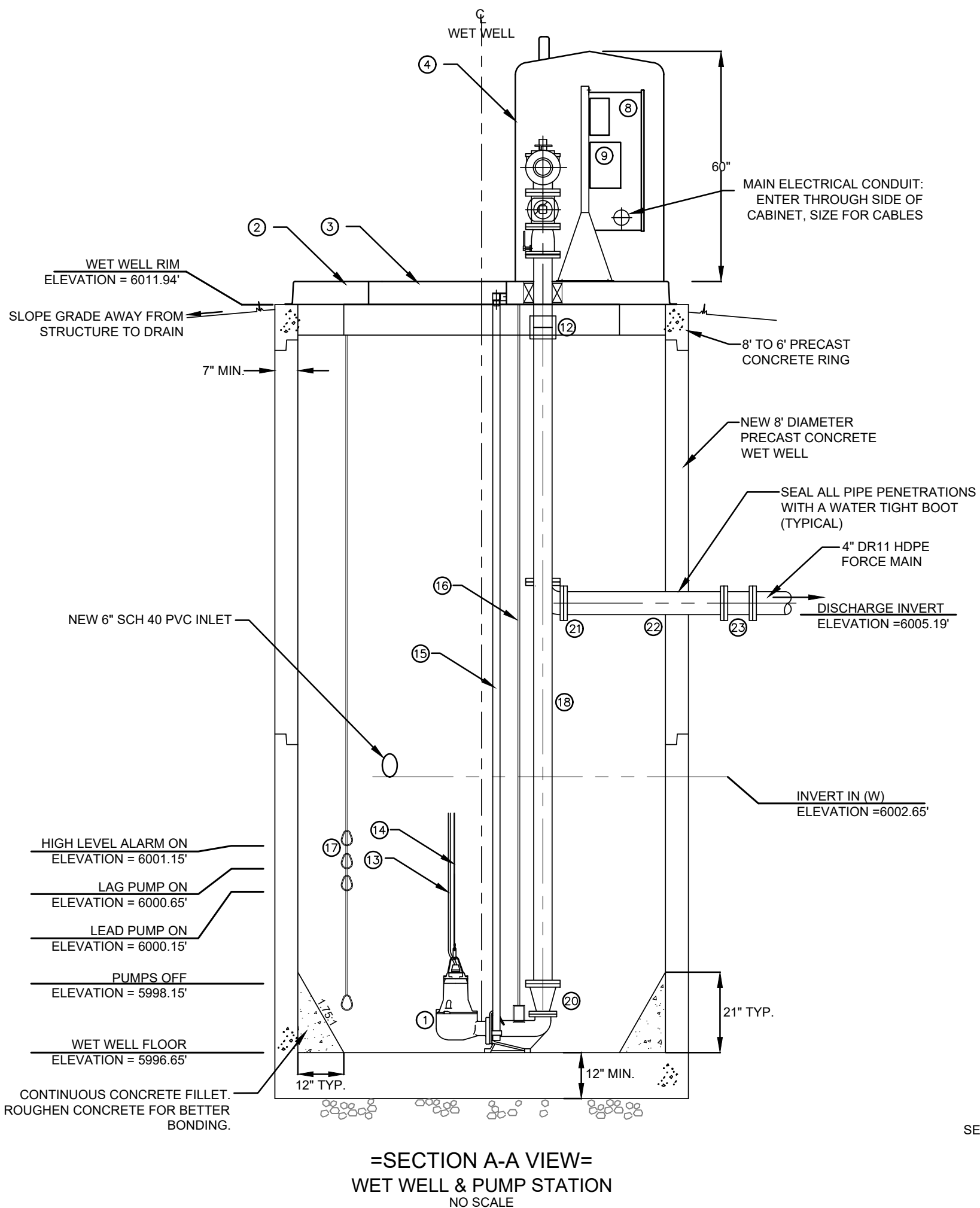
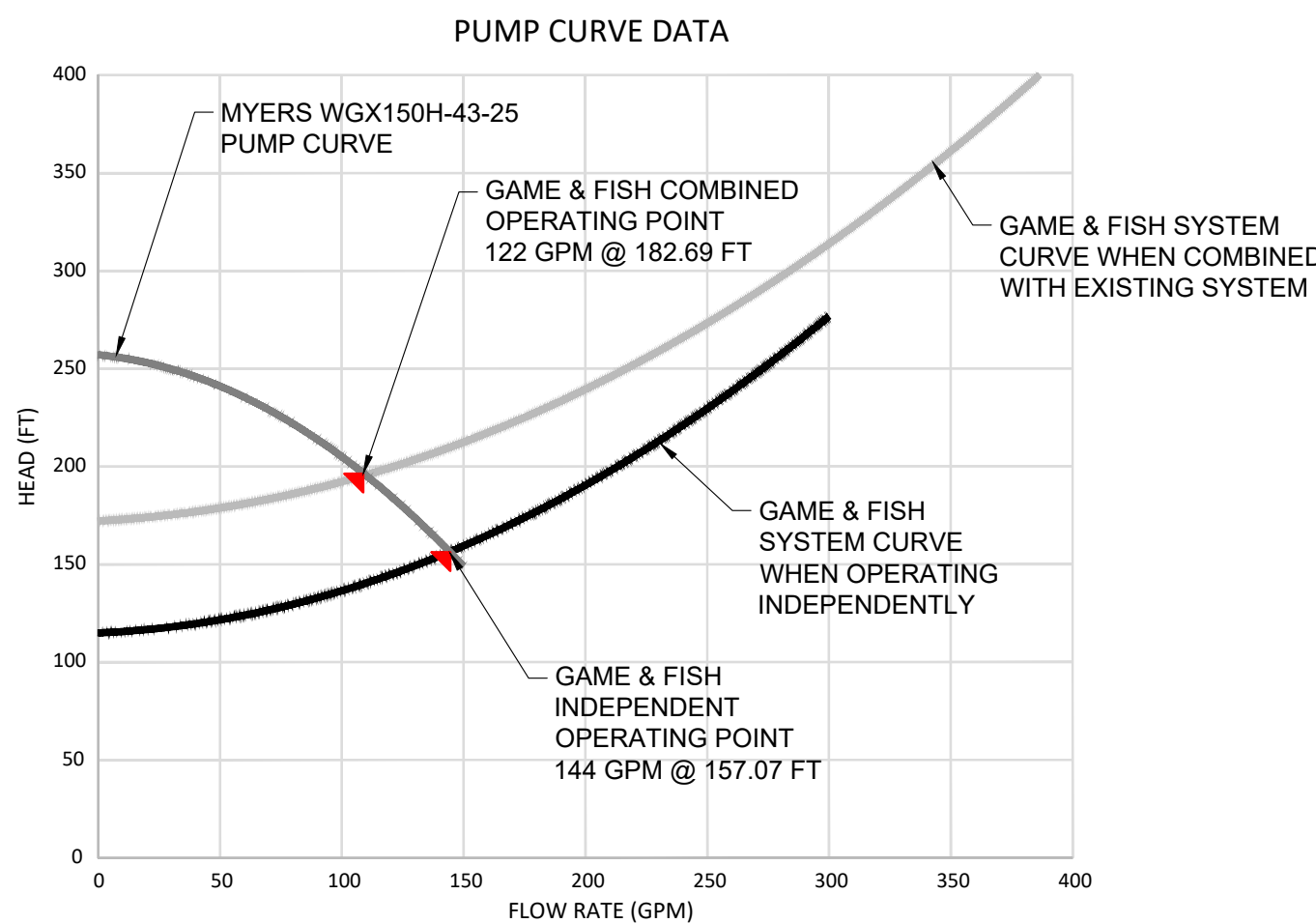
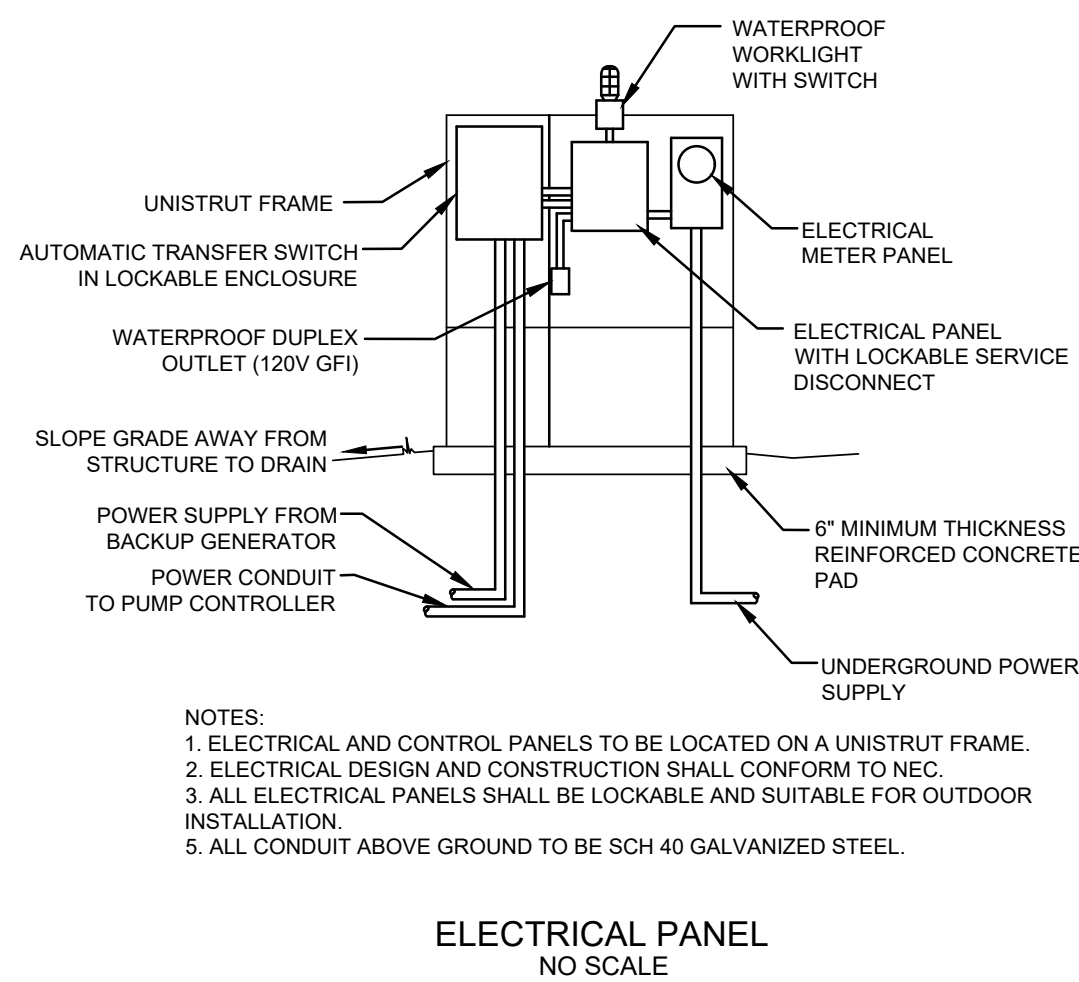
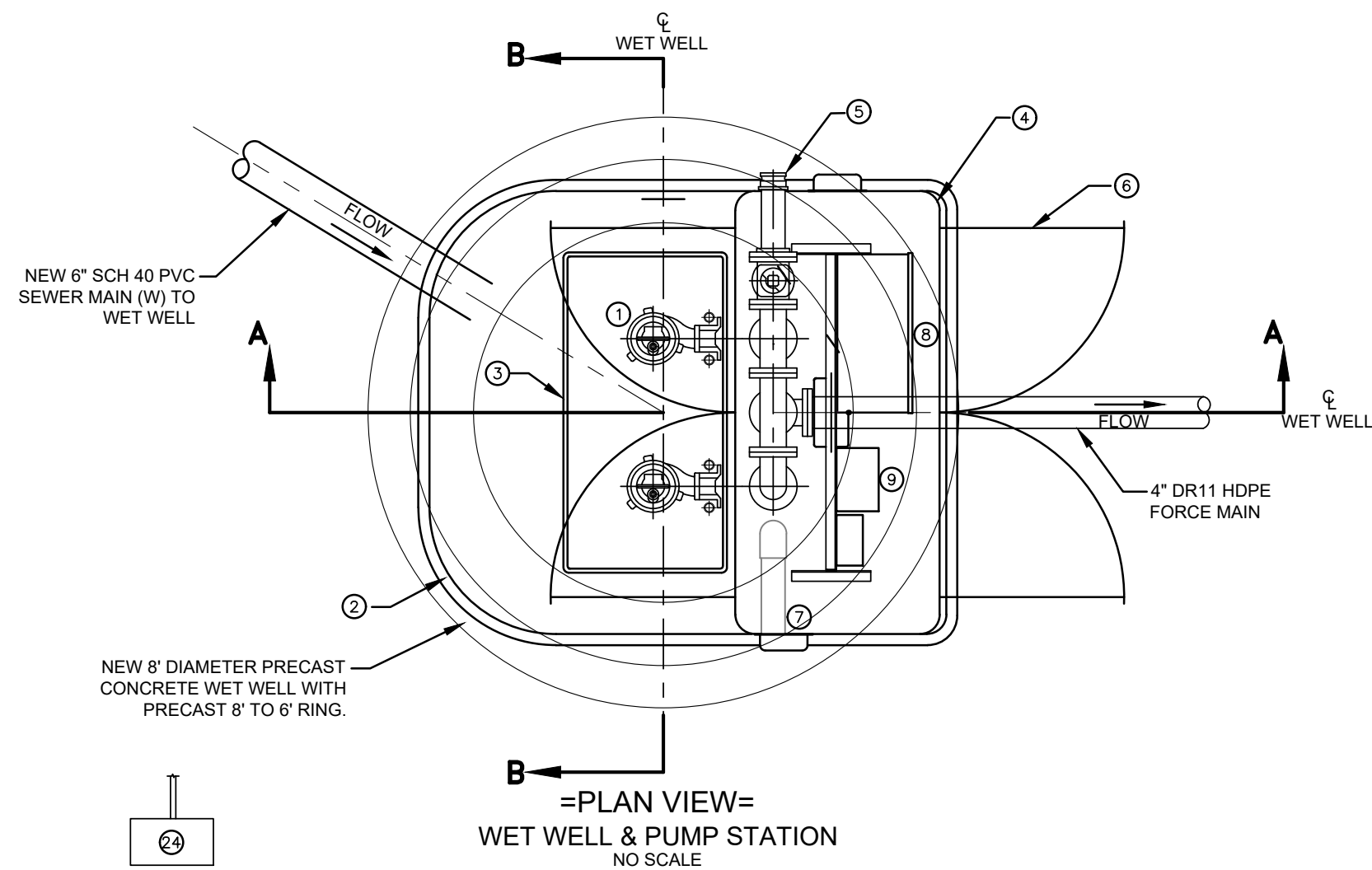


MANHOLE CHANNEL DETAILS



MANHOLE ADJUSTMENT & COLLAR IN ASPHALT

P:\2022\2164\WG&F-Jackson Region Employees Housing\15-Construction\WG&F-14, WY G&F Housing, LIFT STATION DETAILS.dwg
Ver: 18.6
Plotted by: kborough on Apr 24, 2023 1:22pm



DESIGN CRITERIA

- 100 GPM DESIGN FLOW BASED ON DATA PROVIDED BY ARCHITECTURAL DRAWINGS AND DEVELOPMENT DRAINAGE FIXTURE UNITS. CONNECTION TO EXISTING 6" PVC FORCE MAIN PRODUCES OPERATING POINTS OF 144 GPM WHILE OPERATING INDEPENDENTLY, AND 122 GPM WHILE EXISTING MUNGER LIFT STATION IS OPERATIONAL.
- WASTEWATER PUMPS SHALL AUTOMATICALLY ALTERNATE BETWEEN PUMPING CYCLES.
- NEW FORCE MAIN TO BE 4" DR11 HDPE. LIQUID VELOCITY AT OPERATIONAL PUMPING RATES OF 144 GPM AND 122 GPM IS APPROXIMATELY 4.46 FT/SEC AND 3.78 FT/SEC, RESPECTIVELY. NEW FORCE MAIN LAID WITH SLIGHTLY RISING SLOPE.
- EXISTING FORCE MAIN IS 6" DR18 C900 PVC. VELOCITY AT INDEPENDENT OPERATING FLOW OF 144 GPM IS APPROXIMATELY 1.59 FT/SEC. EXISTING LIFT STATION SYSTEM TO PROVIDE FLOW VELOCITIES CAPABLE OF SCOUR PROTECTION ABOVE 2.5 FT/SEC.
- FLOW METER AND HOUR METERS AND/OR PUMP START COUNTERS SHALL BE PROVIDED FOR FLOW MEASURING.

WASTEWATER DESIGN PUMPS 1 & 2:

MYERS WGx150H-43-25 15HP, 60 HZ, 3Ø, 460V OR APPROVED EQUAL
OPERATING POINT: 122 GPM AT 182.69 FT TDH (WHEN EXISTING SYSTEM OPERATING)
144 GPM AT 157.07 FT TDH (WHEN OPERATING INDEPENDENTLY)
WET WELL PUMPING VOLUME 752 GALLONS ±
PUMP RUN TIME: 5.2 MINUTES (WHEN OPERATING INDEPENDENTLY)
6.2 MINUTES (WHEN EXISTING SYSTEM OPERATING)

LIFT STATION NOTES

- ALLOW A MINIMUM OF 6" BETWEEN WALL AND FLANGE FOR ACCESS TO BOLTS.
- ALL FASTENERS INTERIOR TO THE WET WELL SHALL BE STAINLESS STEEL.
- CONTRACTOR RESPONSIBLE FOR FINAL LENGTHS OF FLG. x PE SPOOLS WITH ± LENGTHS SHOWN ARE GENERAL AND DEPENDANT ON ACTUAL LENGTHS OF MATERIALS SUPPLIED. FLANGE COUPLING ADAPTER USED TO VARY LENGTH. FINAL LENGTH DETERMINED IN THE FIELD. EPOXY KIT REQUIRED ON FIELD CUTS.
- DUCTILE IRON PIPE SHALL BE AWWA C-151. FLANGED FITTINGS SHALL BE DUCTILE IRON CLASS 250, AWWA C-110 or C-115, EPOXY LINED. DUCTILE IRON PIPE AND FITTINGS WITHIN THE WET WELL SHALL BE EPOXY COATED.
- ALL PIPING SHALL BE PAINTED, GRAY FOR RAW SEWAGE, PRIOR TO INTRODUCING SEWAGE INTO THE WET WELL.
- ELECTRICAL DESIGN AND CONSTRUCTION WITHIN WET WELL SHALL CONFORM TO NEC CLASS 1, DIVISION 1, GROUP D AREA.

WET WELL SIZING

	ELEVATIONS	VOLUME
8" I.D. PRECAST MANHOLE		376 gal/ft
INVERT IN	72 IN.	
WET WELL FLOOR	0 IN.	
PUMPS OFF	+18 IN.	564 GAL
LEAD PUMP ON	+24 IN.	752 GAL
LAG PUMP ON	+6 IN.	188 GAL
ALARM ON	+6 IN.	188 GAL
ALARM ON TO INVERT	+18 IN.	564 GAL
TOTALS	+72 IN.	2256 GAL

PUMP SELECTION

MANUFACTURER	MYERS
MODEL NUMBER	WGx150H-43-25
HORSEPOWER	15 HP
VOLTAGE	460 V
MAX AMPS	29.8 A
PHASE	3 PH.
SWITCH TYPE	Automatic w/ 4 Floats

PUMP OPERATING POINT

	COMBINED	INDEPENDENT
TOTAL HEAD	182.7 FT	157.0 FT
RATE	122 GPM	144 GPM
VOLUME PUMPED PER CYCLE	752 GAL	752 GAL
PUMP RUN TIME	6.2 MIN.	5.2 MIN.

LEGEND

- SUBMERSIBLE, NON-CLOG, EXPLOSION PROOF SUBMERSIBLE PUMPS. SEE SPECIFICATIONS FOR DETAILS.
- ABOVE GROUND VALVE PACKAGE KIT: PRE-CAST CONCRETE BASE.
- 38"x60" BILCO LOCKABLE DOUBLE ACCESS HATCH, OR APPROVED EQUAL.
- ABOVE GROUND VALVE PACKAGE KIT WITH FIBERGLASS REINFORCED PLASTIC ENCLOSURE COMPLETELY REMOVABLE FOR MAJOR SERVICE REQUIREMENTS, PLUG VALVES, CHECK VALVES, PIPING, TRANSFORMER, HEATER, AND UTILITY MOUNTING FRAME WITH ALARM HORN AND LIGHT.
- OPW ALUMINUM 4" QUICK CONNECT ADAPTER WITH CAP.
- 35" HINGED LOCKING ACCESS PANELS.
- 4" VENT TO EXTERIOR.
- STAINLESS STEEL PUMP CONTROL PANEL.
- SENSAPHONE MODEL 1104 AUTO-DIALER OR APPROVED EQUAL.
- 4" PLUG VALVE.
- 4" SWING CHECK VALVE.
- 4" COUPLINGS SHALL BE SLEEVE-TYPE ROCKWELL TYPE 411, DRESSER STYLE 38, OR APPROVED EQUAL, WITH TYPE 304 SS BOLTS.
- POWER AND CONTROL CABLES.
- STAINLESS STEEL LIFTING CABLE.
- 1/2" NOMINAL SIZED STAINLESS STEEL GUIDE RAILS.
- AIR BUBBLER LIQUID CONTROL SYSTEM.
- BACK UP FLOAT LIQUID CONTROL SYSTEM.
- 4" PEXFL DIP SPOOL; 14'-0" ± EPOXY LINED AND COATED.
- 4" PEXFL DIP SPOOL; 5'-6" ± EPOXY LINED AND COATED.
- 3"x4" CONCENTRIC FLANGED REDUCER EPOXY LINED AND COATED.
- 4" DIP 90° BEND FLANGED; EPOXY LINED AND COATED.
- 4" PEXFL DIP SPOOL; 4'-6" ± EPOXY LINED AND COATED.
- DIP SOLID SLEEVE WITH MEGALUG RETAINER GLAND AND HDPE MJ ADAPTER.
- ELECTRICAL H-FRAME WITH DISCONNECTS AND METER. LOCATE PER NEC.
- 4" MCCROMETER ULTRA MAG FLOW METER OR APPROVED EQUAL.



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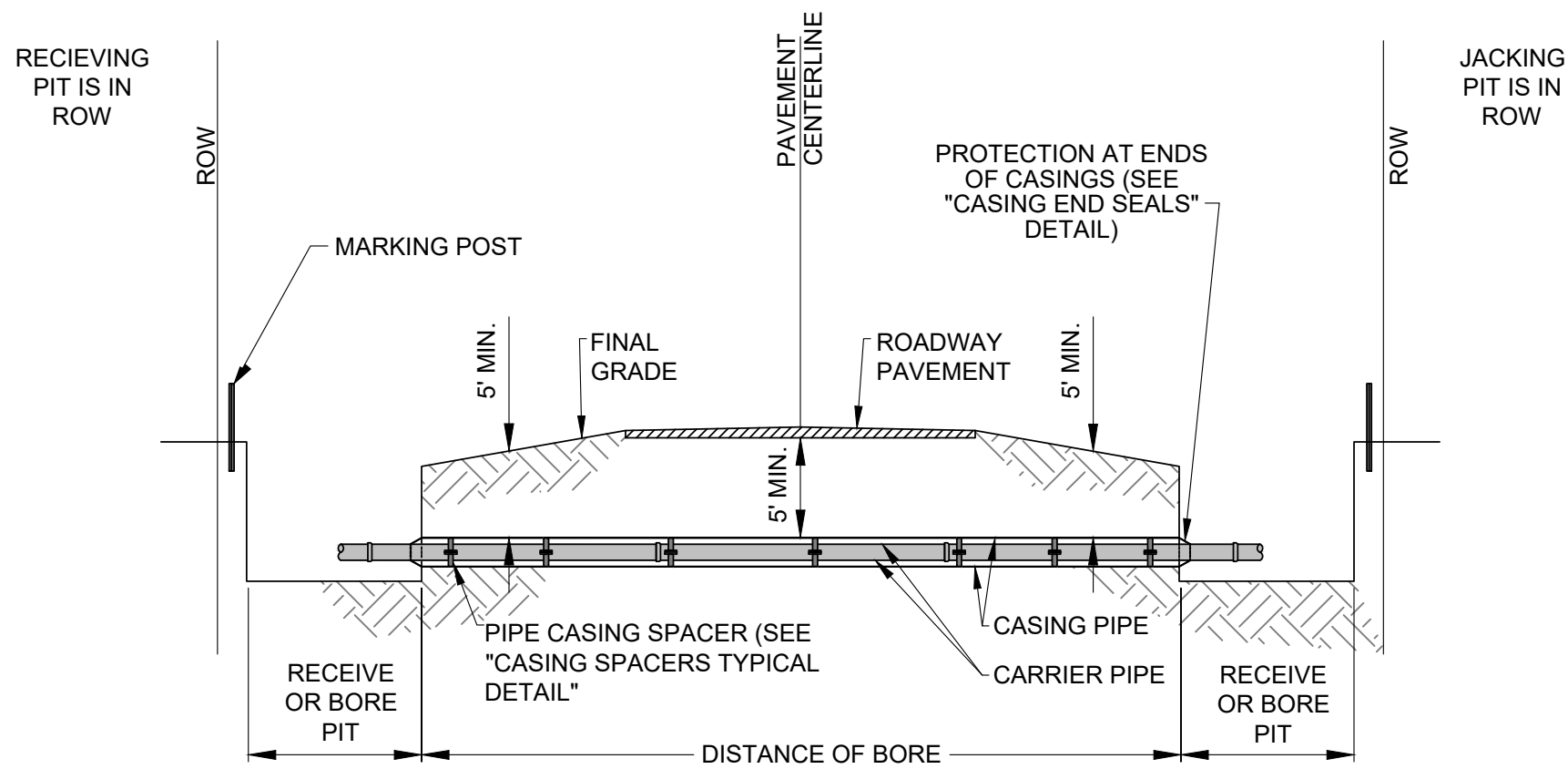
PROJECT TITLE:
**WYOMING GAME & FISH COMMISSION
EMPLOYEE HOUSING
TETON COUNTY, WYOMING**

SHEET TITLE:
LIFT STATION DETAILS

DRAFTED BY:	KB
REVIEWED BY:	BB
PLAN VERSION	DATE
SITE PLAN REVIEW	04/17/2023
BID DOCUMENTS	04/24/2023

PROJECT NUMBER
22164.10
SHEET
C7.4

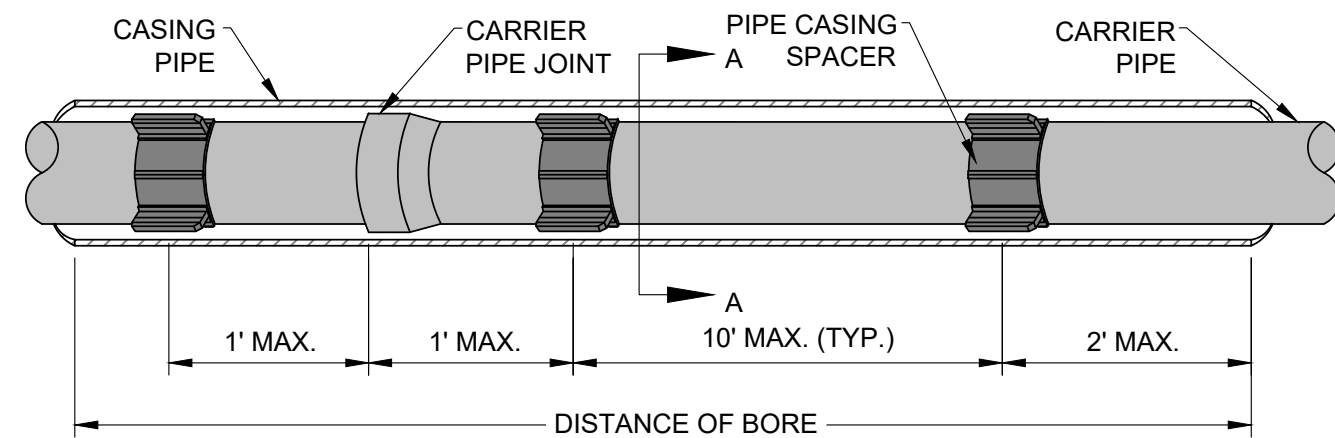
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Ver: 18.0
Printed by ksheng on Apr 24, 2023 1:22pm



NOTES:

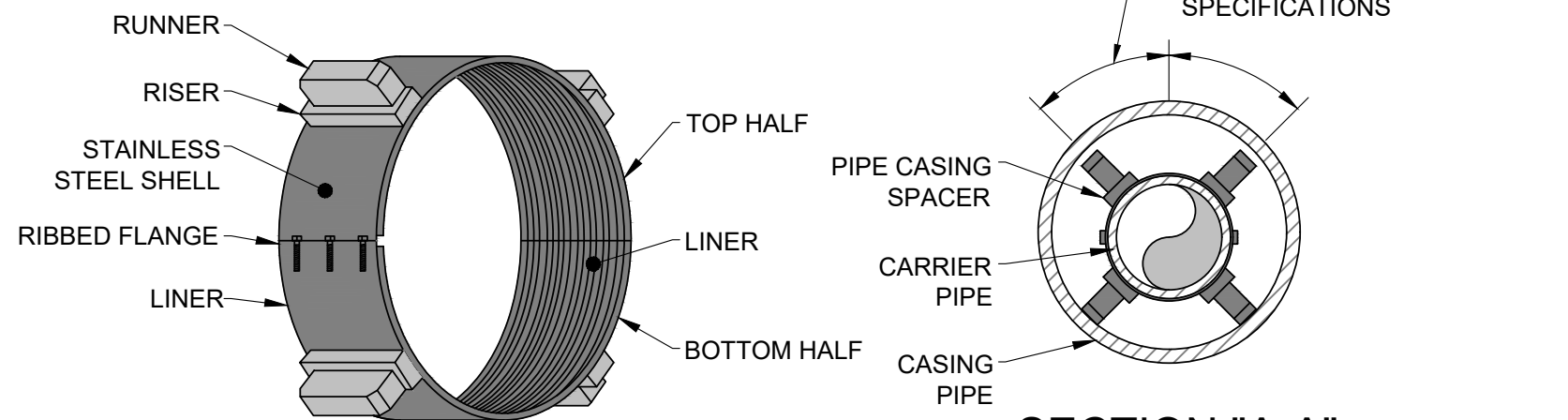
1. ALL PIPE JOINTS WITHIN THE CASING ARE TO BE RESTRAINED.
2. STEEL PIPE CASING SHALL CONFORM TO THE REQUIREMENTS OF ASTM A283, GRADE B, C, OR D. ALL JOINTS SHALL BE WELDED. ALL WELDING SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C206, "AWWA STANDARD FOR FIELD WELDING OF STEEL WATER PIPE". COATING FOR STEEL CASING IS NOT REQUIRED.
3. STEEL PIPE CASING SHALL BE INSTALLED SYMMETRICAL ABOUT PIPE CENTERLINE (TYP). PIPE CASING SHALL BE LAID TRUE TO LINE AND GRADE WITH NO BENDS OR CHANGES IN GRADE FOR THE FULL LENGTH OF THE CASING.

TYPICAL JACK AND BORE CASING DETAIL
NOT TO SCALE



CARRIER PIPE		
PIPE SIZE	CASING O.D.	THICKNESS *
4"	8"	1/4"
6"	10"	1/4"
8"	12"	1/4"

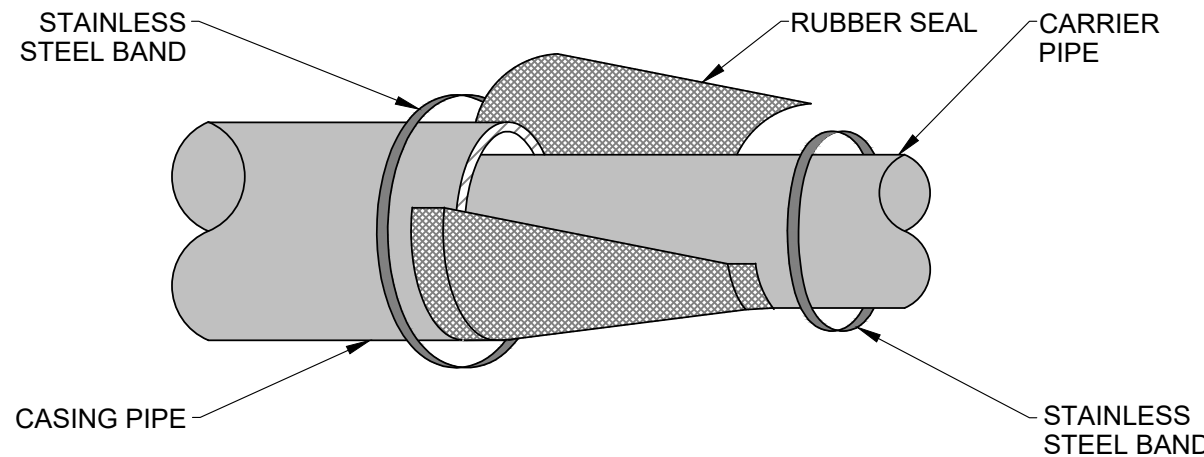
* UNLESS OTHERWISE REQUIRED BY WYDOT



NOTES:

1. CASING SPACERS SHALL BE CCS SERIES BY CASCADE WATERWORKS MFG OR APPROVED EQUAL
2. APPROVED CASING SPACERS AND END SEALS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. USE A 'CENTERED' CONFIGURATION AND PROVIDE THE MANUFACTURER WITH THE FOLLOWING INFORMATION: CARRIER PIPE O.D., CASING PIPE I.D., AND CASING LENGTH.
3. MINIMUM THREE SPACERS PER CARRIER PIPE SECTION.

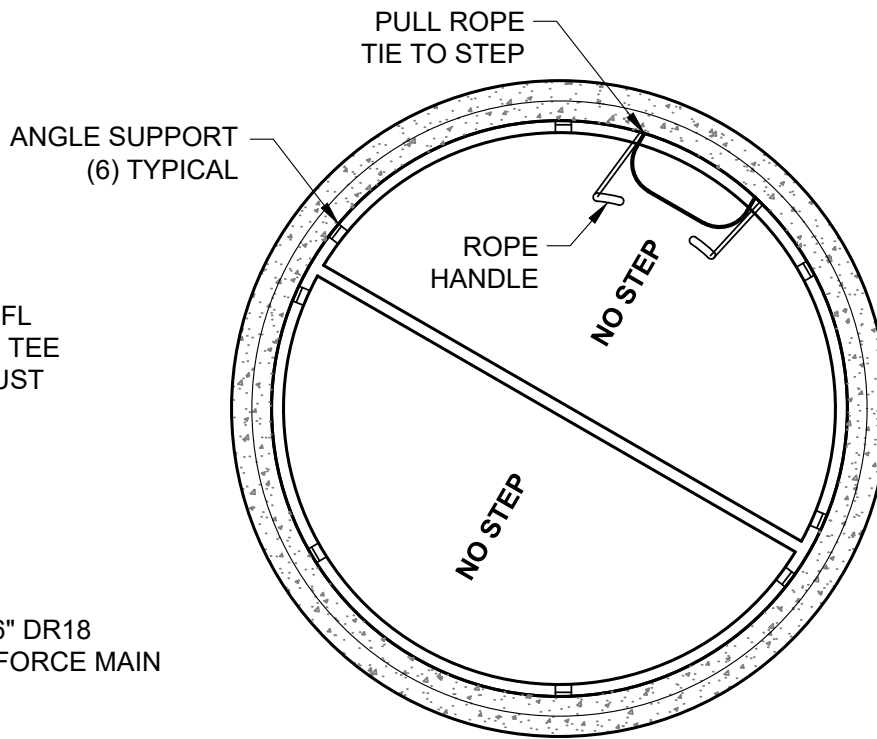
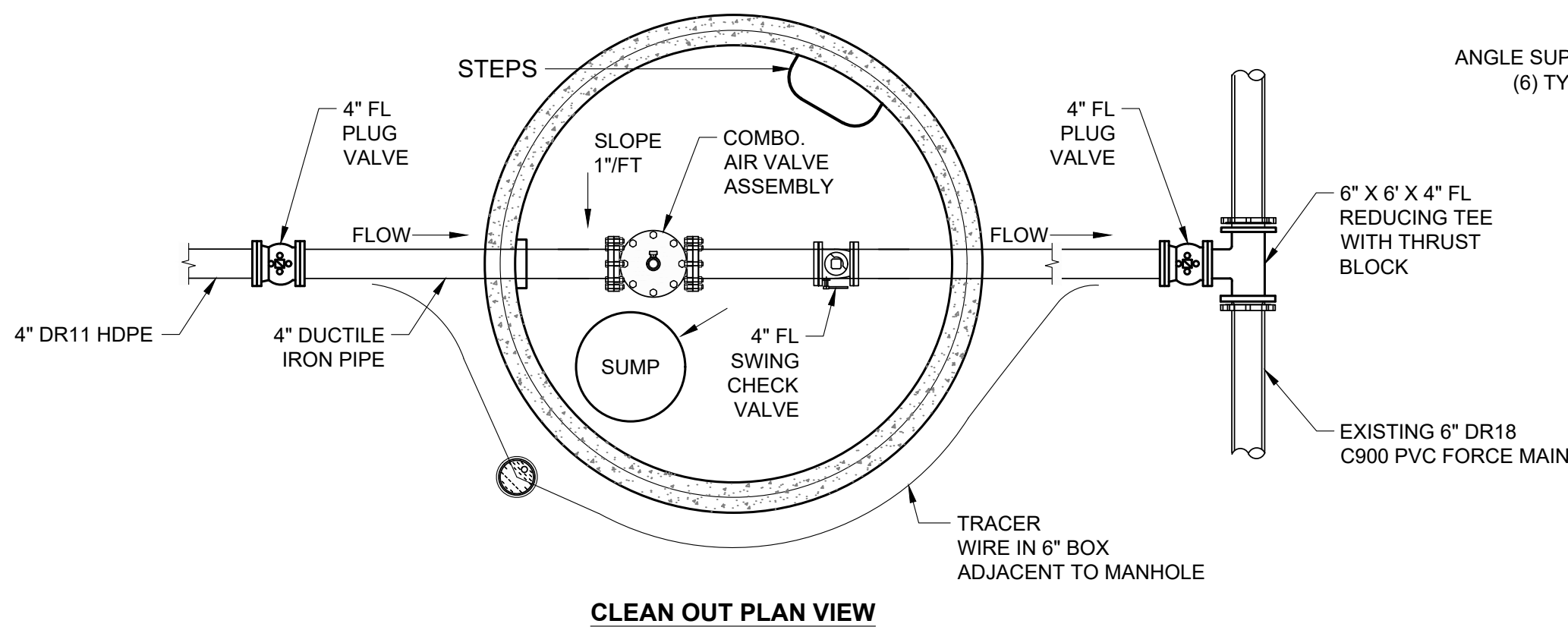
TYPICAL CASING SPACERS DETAIL
NOT TO SCALE



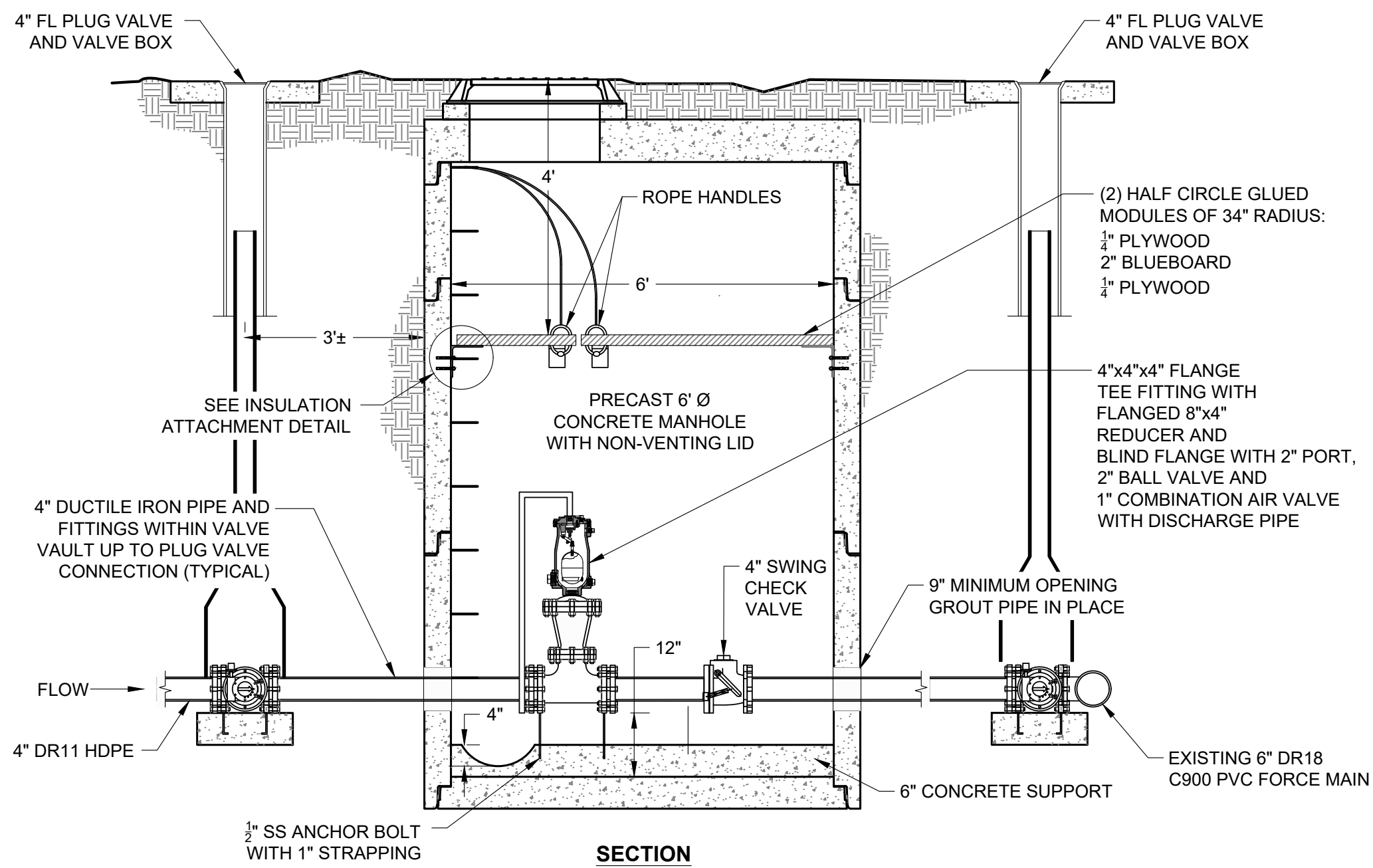
NOTE:

1. THIS STANDARD IS APPLICABLE FOR 4" DIAMETER AND LARGER CARRIER PIPE.

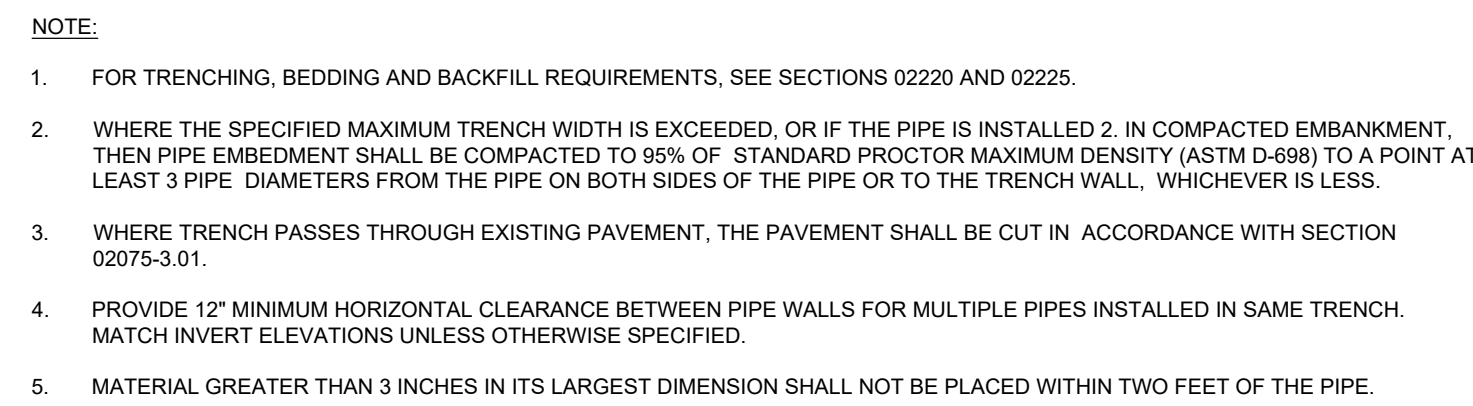
TYPICAL CASING END SEALS DETAIL
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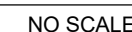
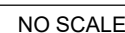
INSULATION PLAN VIEW



FORCE MAIN COMBINATION AIR VALVE
NOT TO SCALE



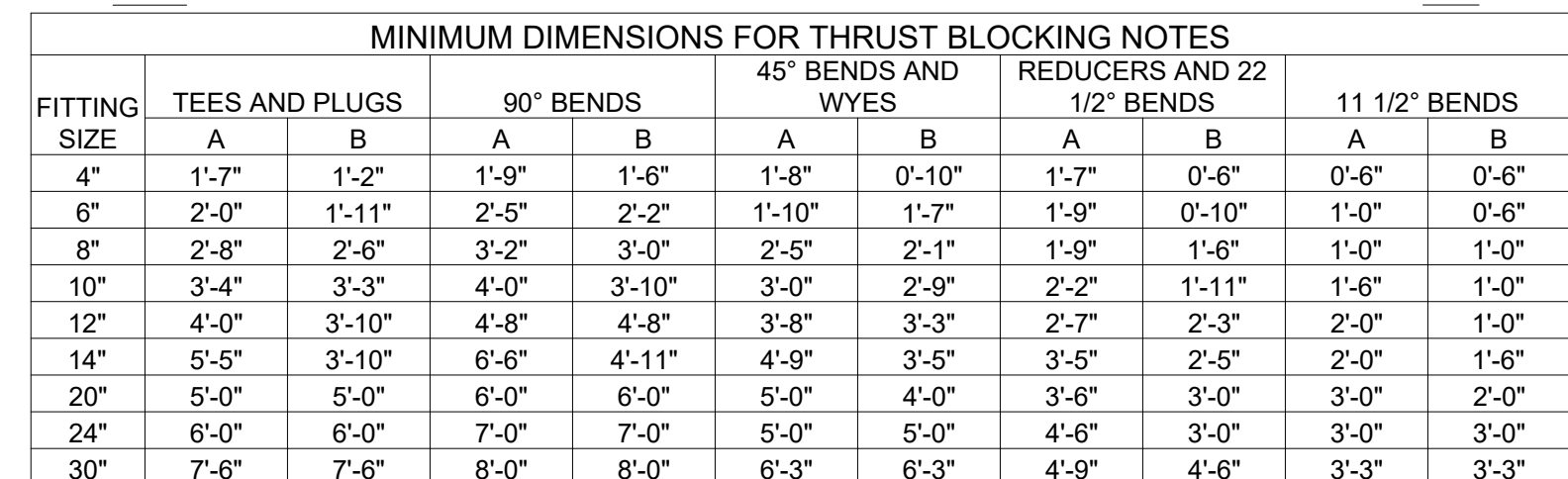
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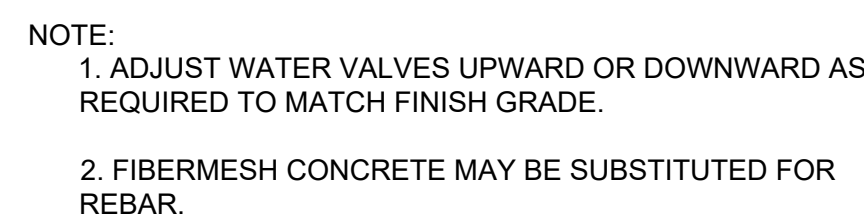
NOTES:

1. PRESSURE SHOWN ABOVE IS MAXIMUM WORKING PRESSURE IN THE SYSTEM.
2. TO BE INSTALLED AT ALL VALVES OR AS OTHERWISE SPECIFIED.

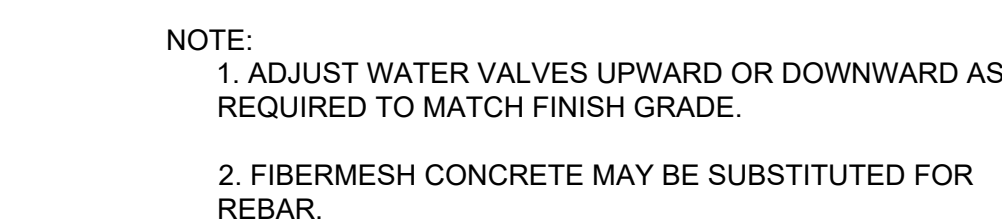
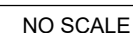
NO SCALE



MINIMUM DIMENSIONS FOR THRUST BLOCKING NOTES										
FITTING SIZE	TEES AND PLUGS		90° BENDS		45° BENDS AND WYES		REDUCERS AND 22 1/2° BENDS		11 1/2° BENDS	
	A	B	A	B	A	B	A	B	A	B
4"	1-7"	1-2"	1-9"	1-6"	1-8"	0-10"	1-7"	0-6"	0-6"	0-6"
6"	2-0"	1-11"	2-5"	2-2"	1-10"	1-7"	1-9"	0-10"	1-0"	0-6"
8"	2-8"	2-6"	3-2"	3-0"	2-5"	2-1"	1-9"	1-6"	1-0"	1-0"
10"	3-4"	3-3"	4-0"	3-10"	3-0"	2-9"	2-2"	1-11"	1-6"	1-0"
12"	4-0"	3-10"	4-8"	4-8"	3-8"	3-3"	2-7"	2-3"	2-0"	1-0"
14"	5-5"	3-10"	6-6"	4-11"	4-9"	3-5"	3-5"	2-5"	2-0"	1-6"
20"	5-0"	5-0"	6-0"	6-0"	5-0"	4-0"	3-6"	3-0"	3-0"	2-0"
24"	6-0"	6-0"	7-0"	7-0"	5-0"	5-0"	4-6"	3-0"	3-0"	3-0"
30"	7-6"	7-6"	8-0"	8-0"	6-3"	6-3"	4-9"	4-6"	3-3"	3-3"



NO SCALE



NO SCALE

NO SCALE

Ver: 18.6 Posted by: ksheng on Apr 24, 2023 1:32pm
P:\2023\2164\WGSE-Jackson Region Employees Housing\18-Construction\GE02164_WY_GSE_Housing_WELL_DETAILS.dwg

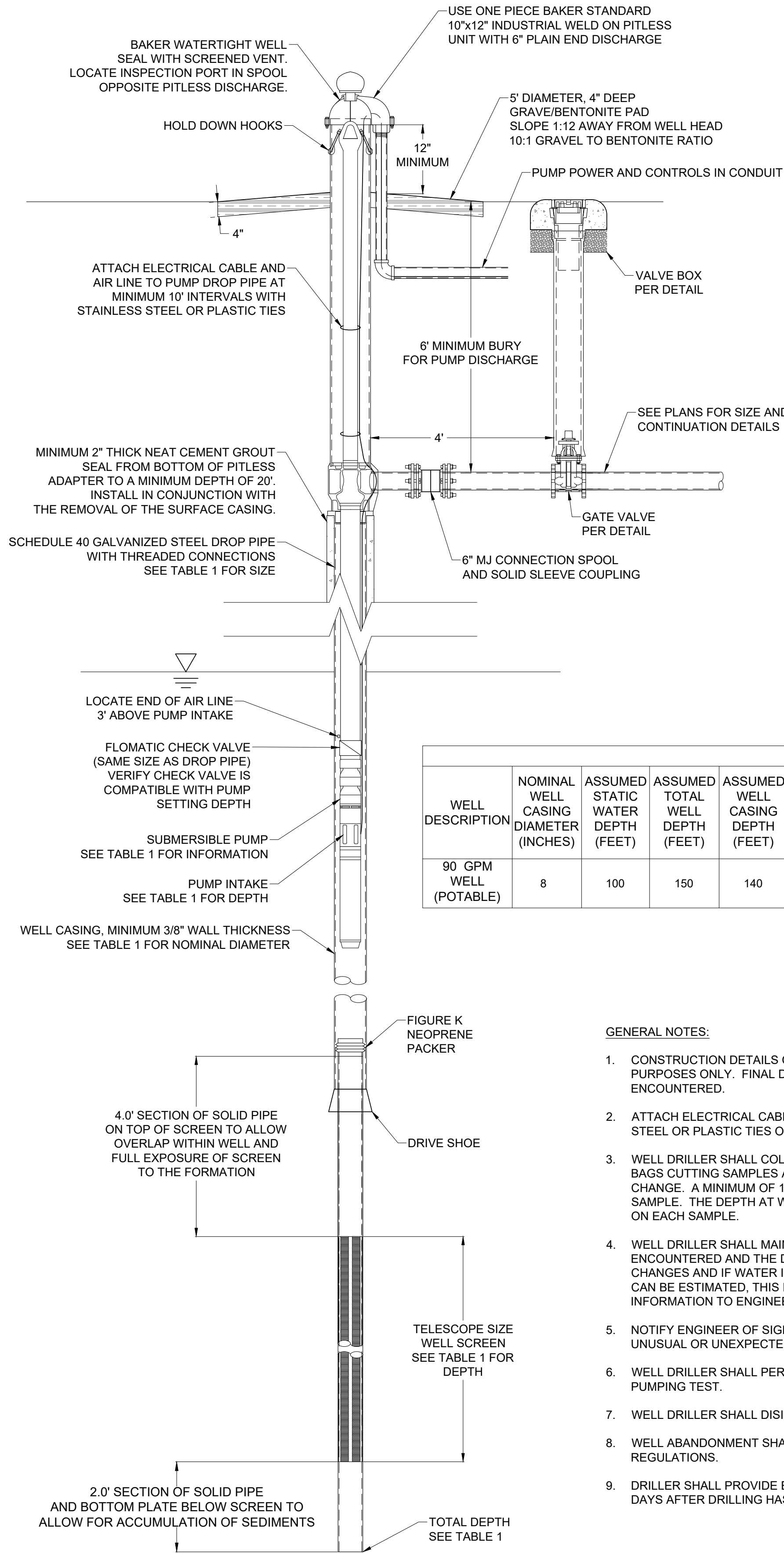


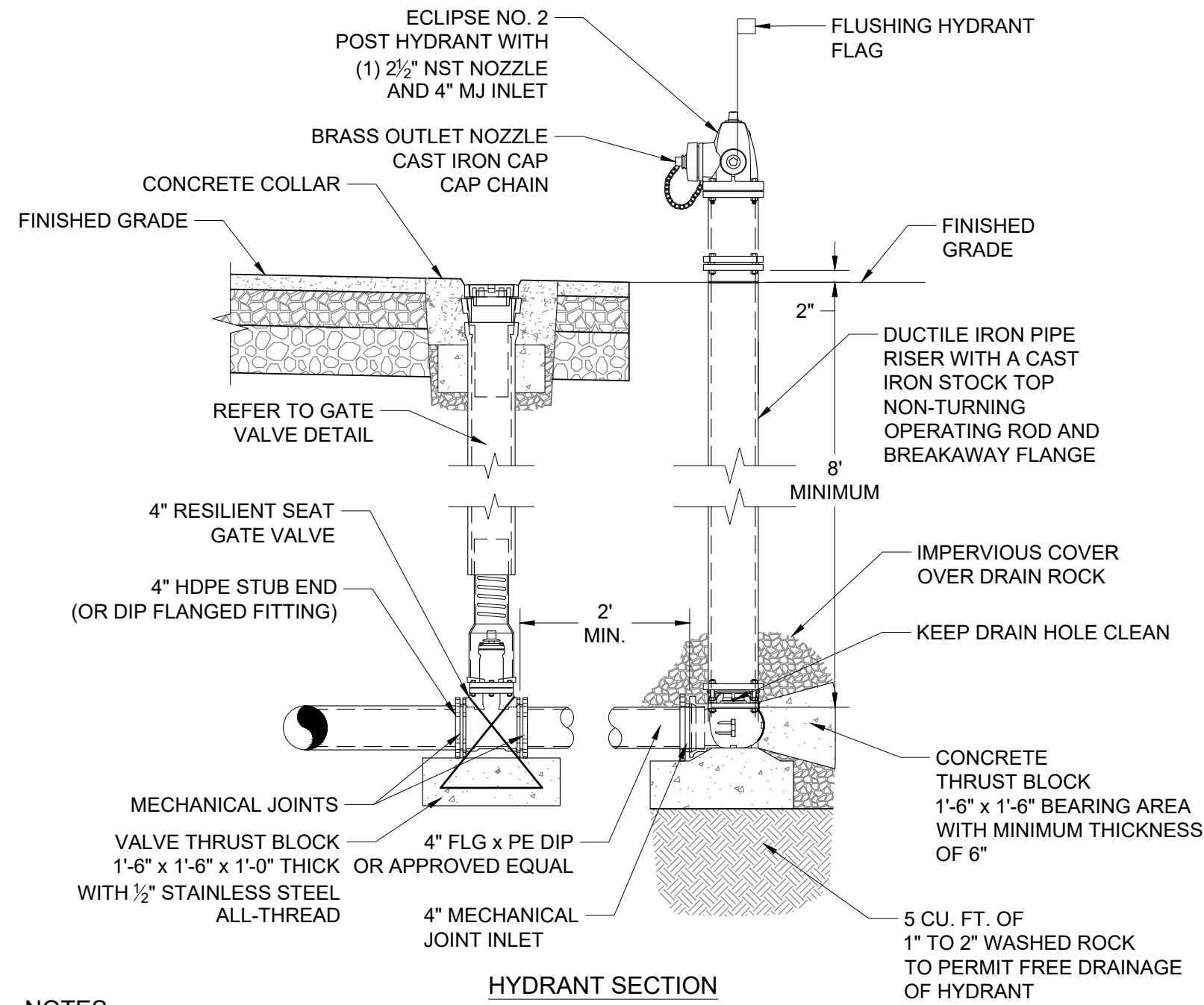
TABLE 1											
WELL DESCRIPTION	NOMINAL WELL CASING DIAMETER (INCHES)	ASSUMED STATIC WATER DEPTH (FEET)	ASSUMED TOTAL WELL DEPTH (FEET)	ASSUMED WELL CASING DEPTH (FEET)	ASSUMED PUMP INTAKE DEPTH (FEET)	ASSUMED PUMPING LEVEL (FEET)	DROP PIPE NOMINAL DIAMETER (INCHES)	PUMP MODEL	ASSUMED WELL SCREEN (TELESCOPE) SIZE	PROPOSED PUMPING RATE (GPM)	MAXIMUM PUMP TEST RATE (GPM)
90 GPM WELL (POTABLE)	8	100	150	140	130	110	3	10 HP 100STS6	10' 8" TS 20 SLOT	90	115

GENERAL NOTES:

- CONSTRUCTION DETAILS OF WELL ARE PRELIMINARY AND FOR ESTIMATING PURPOSES ONLY. FINAL DETAILS WILL BE DEPENDANT UPON ACTUAL CONDITIONS ENCOUNTERED.
- ATTACH ELECTRICAL CABLE TO DROP PIPE AT 10 FT. INTERVALS WITH STAINLESS STEEL OR PLASTIC TIES OR DROP PIPE TAPE.
- WELL DRILLER SHALL COLLECT AND STORE IN CLEARLY MARKED GALLON ZIPLOCK BAGS CUTTING SAMPLES AT EVERY 10 FT. INTERVAL AND AT EVERY FORMATION CHANGE. A MINIMUM OF 1000G (2LBS) OF CUTTINGS SHALL BE PROVIDED WITH EACH SAMPLE. THE DEPTH AT WHICH THE SAMPLE WAS TAKEN SHALL BE CLEARLY MARKED ON EACH SAMPLE.
- WELL DRILLER SHALL MAINTAIN A DRILLING LOG IDENTIFYING THE MATERIAL ENCOUNTERED AND THE DEPTH, AND THE DEPTHS AT WHICH THE MATERIAL CHANGES AND IF WATER IS ENCOUNTERED. IF THE RATE OF WATER PRODUCTION CAN BE ESTIMATED, THIS INFORMATION SHOULD BE INCLUDED. PROVIDE INFORMATION TO ENGINEER FOR PERMITTING.
- NOTIFY ENGINEER OF SIGNIFICANT CHANGES, PROBLEMS ENCOUNTERED, OR UNUSUAL OR UNEXPECTED CONDITIONS.
- WELL DRILLER SHALL PERFORM AN 8 HOUR STEP TEST AND A 24 HOUR CONTINUOUS PUMPING TEST.
- WELL DRILLER SHALL DISINFECT WELL IN ACCORDANCE WITH AWWA C654.
- WELL ABANDONMENT SHALL BE COMPLETED IN ACCORDANCE WITH DEQ AND SEO REGULATIONS.
- DRILLER SHALL PROVIDE ENGINEER WITH WELL LOG AND SAMPLES NO LATER THAN 7 DAYS AFTER DRILLING HAS BEEN COMPLETED.

2

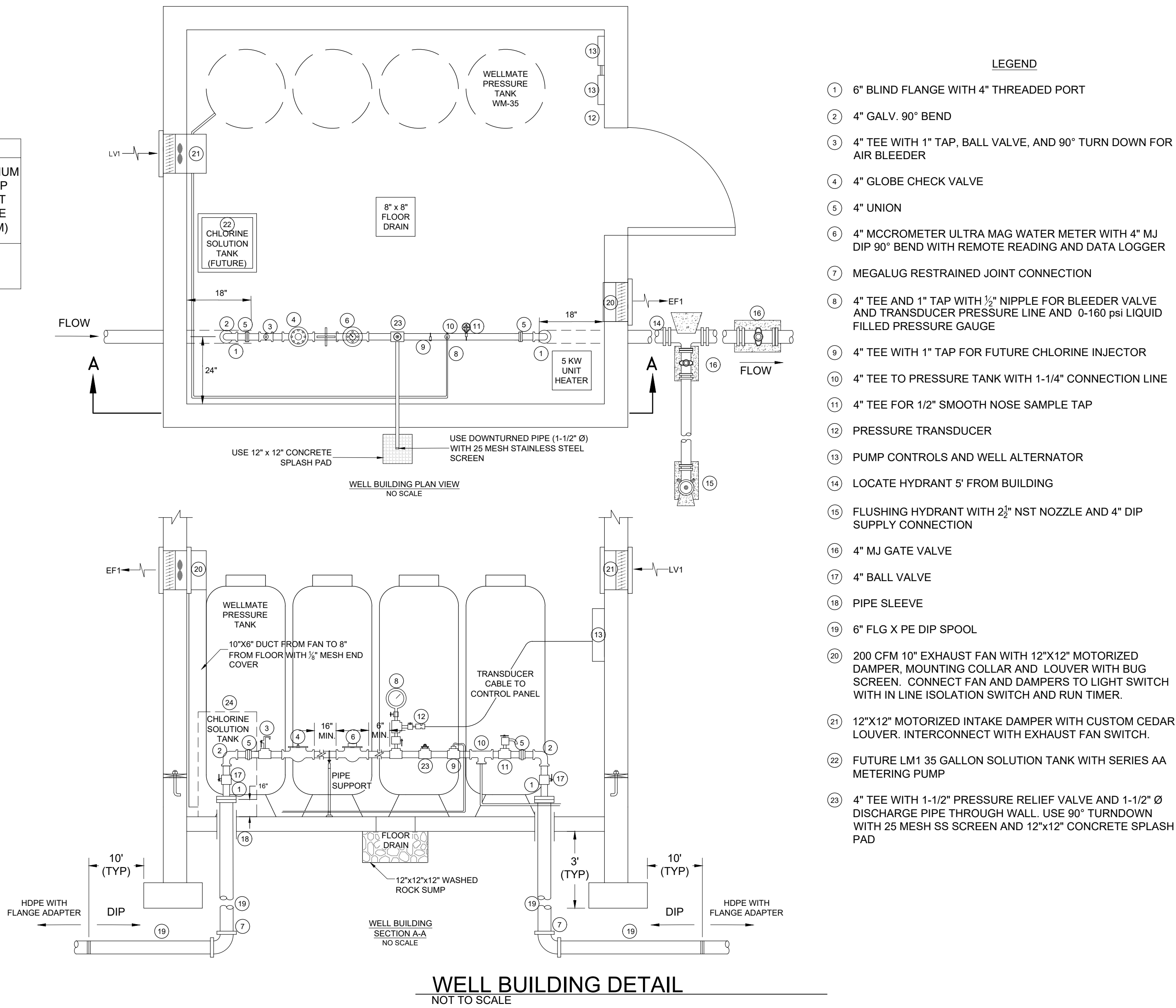
TYPICAL SUPPLY WELL DETAIL
NOT TO SCALE



NOTES:

- PAINT HYDRANT BLACK
- STENCIL "FLUSHING ONLY" ON BARREL WITH 2" HIGH LETTERS IN RED

FLUSHING AND TESTING HYDRANT DETAIL
NOT TO SCALE



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PROJECT TITLE:
**WYOMING GAME & FISH COMMISSION
EMPLOYEE HOUSING
TETON COUNTY, WYOMING**

SHEET TITLE:
WATER DETAILS 2

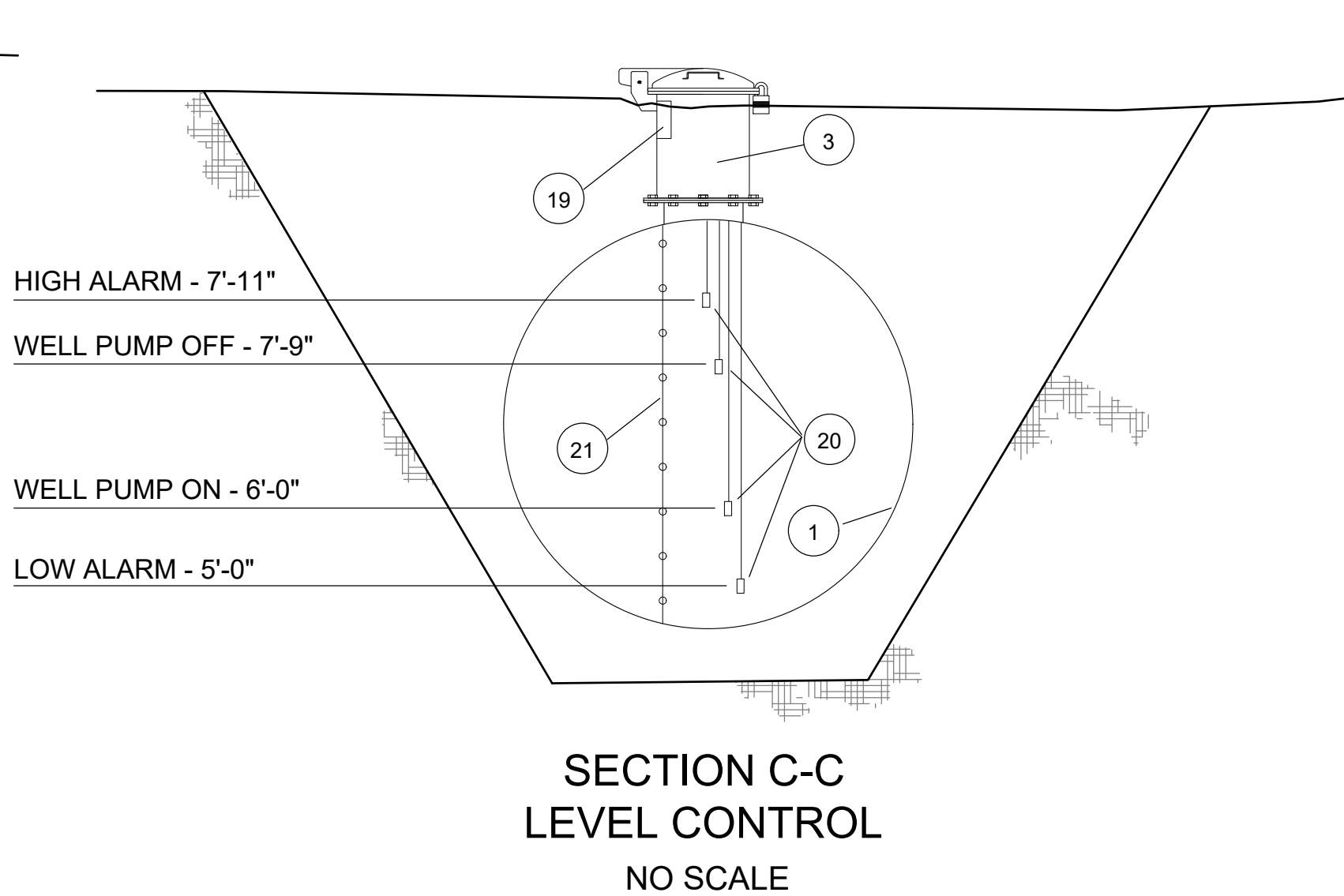
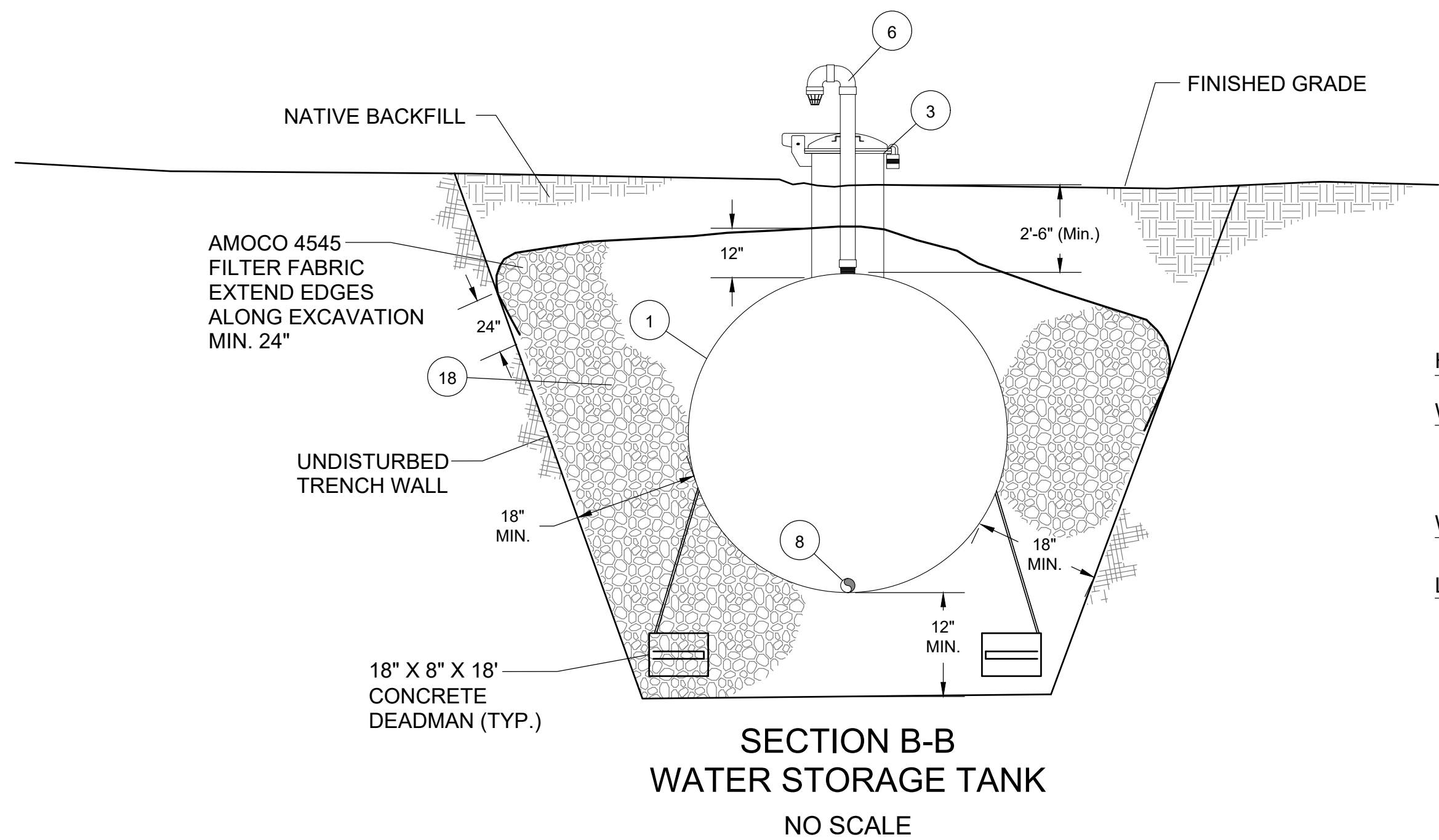
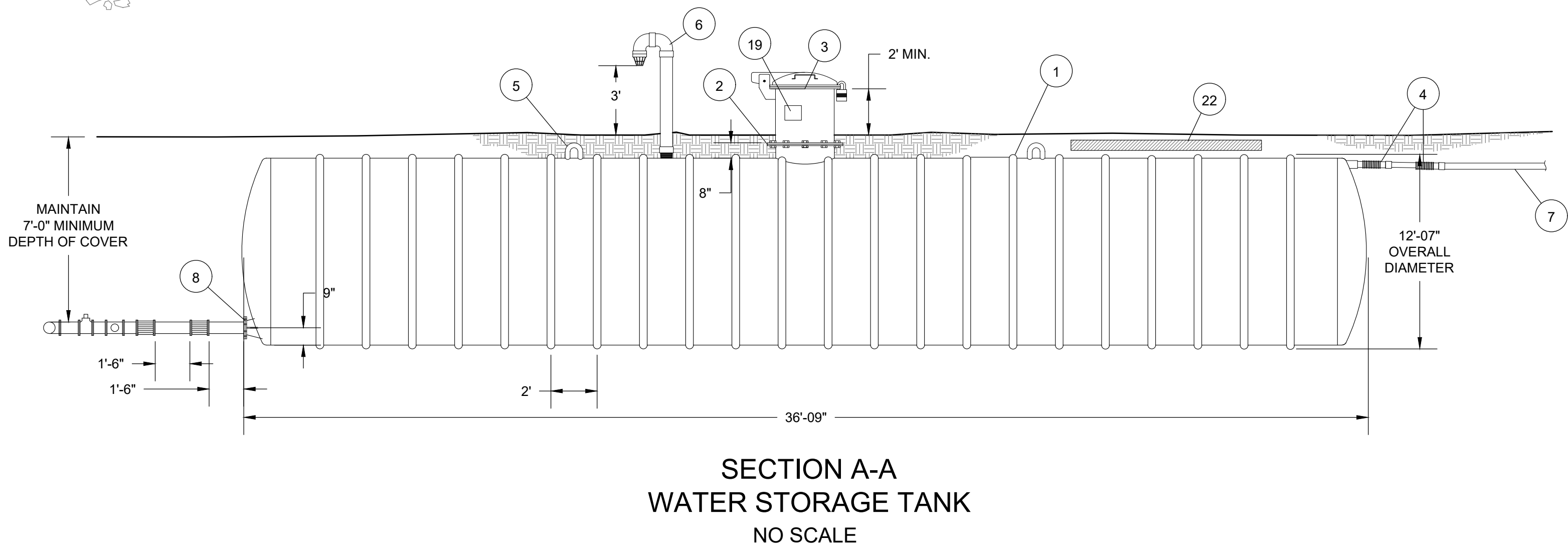
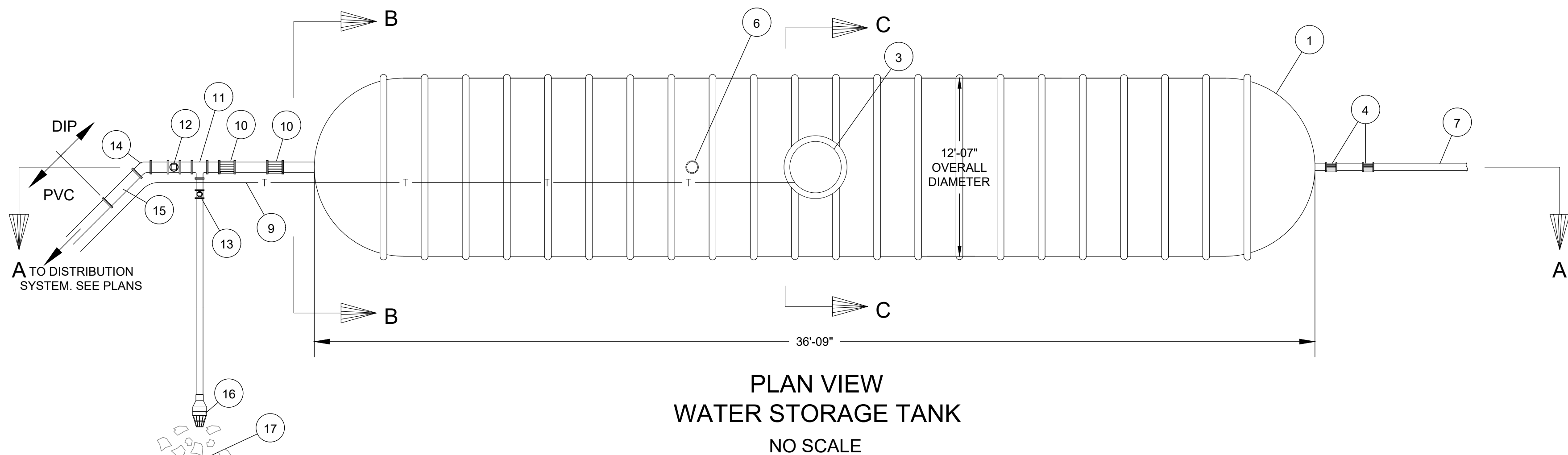
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PROJECT NUMBER
22164.10

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LEGEND:

1. DARCO 30,000 GALLON SINGLE WALL FIBERGLASS STORAGE TANK (8,000 LBS.), 36'-9" LONG BY 12'-7" DIAMETER.
2. SEALED FLANGE MANWAY COLLAR WITH BOLTED COVER
3. 30" I.D. FIBERGLASS MANWAY EXTENSION WITH WATERTIGHT CONNECTION, HINGED COVER WITH LOCK AND STAINLESS STEEL HARDWARE. EXTEND MINIMUM 24" ABOVE FINISHED GRADE.
4. 2" FLEXIBLE COUPLING
5. LIFTING LUG
6. 6" SCH40 GALVANIZED STEEL VENT WITH TURNED DOWN "U" AND 24 MESH STAINLESS STEEL BUG SCREEN. SLOTTED EXTERNAL POLY GUARD, NPT FEMALE TANK FITTING. PROTECTIVE BLACK PAINT COATING REQUIRED. MAINTAIN 36" MINIMUM SEPARATION BETWEEN VENT AND FINISHED GRADE.
7. 2" SCH40 PVC INLET PIPING. SEE PLANS FOR MULTIPLE TANK CONNECTION.
8. 4" FLANGED DISCHARGE CONNECTION.
9. TELEMETRY CABLE TO RADIO TELEMETRY SYSTEM.
10. 4" FLEXIBLE COUPLING.
11. 4" X 4" X 4" MJ TEE
12. 4" GATE VALVE (PROVIDE VALVE EXTENSION FOR DEPTHS OVER 8 FEET OR PROVIDE SPECIAL LONG STEM VALVE KEY), PROVIDE VALVE KEY TO OPERATE ALL VALVES ON THE PROJECT.
13. 4" GATE VALVE (PROVIDE VALVE EXTENSION FOR DEPTHS OVER 8 FEET OR PROVIDE SPECIAL LONG STEM VALVE KEY).
14. 4" MJ 45° BEND. ROTATE FOR VERTICAL DEFLECTION TO MAINTAIN 7' BURY.
15. FLANGE BY PLAIN END DIP. 3' SPOOL FOR FLANGED CONNECTION TO 4" PVC.
16. 4" DIP TANK DRAIN LINE TO DAYLIGHT. PLACE 24 MESH STAINLESS STEEL SCREEN WITH FLAP GATE OVER OUTLET.
17. 6"-12" COBBLE ROCK SPLASH PAD AT DRAIN OUTLET AND OVERFLOW OUTLET. GRADE OUTLET TO PREVENT EROSION USING LEVEL SPREADER DITCH OR SWALE.
18. BEDDING:
PEA GRAVEL: 1/8"-1/2" CLEAN NATURALLY ROUNDED ROCK WITH MAX. 5% PASSING #8 SCREEN MAX. DENSITY 95 PCF.
CRUSHED STONE: (CHIPS): WASHED 1/4"-1/2" ROCK WITH MAX 5% PASSING #8 MAX. DRY DENSITY 95 PCF
19. ELECTRICAL JUNCTION BOX FOR LEVEL CONTROLS.
20. B/W SHIELDED LEVEL CONTROL PROBES (LOW ALARM, OFF, ON, HIGH ALARM)
21. ALUMINUM TANK ACCESS LADDER AND STAINLESS STEEL HARDWARE TO CONFORM TO OSHA ACCESS REQUIREMENTS.
22. PROVIDE 2" THICK FOAM INSULATION BOARD 48" WIDE WHERE COVER IS LESS THAN 30".

FULL BURY INSTALLATION PROCEDURE:

1. FOLLOW DARCO "FIBERGLASS TANK INSTALLATION MANUAL".
2. PROVIDE 12 INCH MINIMUM BEDDING OVER SOIL BELOW TANK.
3. ALLOW ROOM AROUND AND BETWEEN TANK FOR HAND PROBING - 18 TO 24 INCHES.
4. RIG AND PLACE TANK INTO PREPARED EXCAVATION.
5. WHEN PRACTICAL, ADD 10% WATER TO STABILIZE THE TANK DURING BACKFILL. BURIAL MAY BE DONE WITHOUT WATER.
6. APPLY BACKFILL IN UNIFORM LIFTS NO MORE THAN 12 INCHES DEEP.
7. HAND PROBE UNDER AND AROUND THE VESSEL AFTER EACH LIFT.
8. BACKFILL WITH APPROVED GRAVEL UNTIL TANK IS TOTALLY COVERED AND NO LONGER VISIBLE.
9. RAKE SURFACE SMOOTH AND APPLY APPROVED FOAM INSULATION BOARD.
10. OVERLAY THE ENTIRE EXPOSED GRAVEL SURFACE WITH GEOTEXTILE FABRIC PRIOR TO SOIL COVER.
11. REPLACE SOIL ONLY AS TOP FILL AND MOUND FINAL COVER - 5 FOOT MAXIMUM DEPTH.
12. FILL TANK WITH WATER IMMEDIATELY AFTER BACKFILL IS COMPLETE TO AVOID FLOATATION.
13. SECURE THE MANWAY COVER AT ALL TIMES TO DISCOURAGE CHILDREN, VANDALS AND DEBRIS FROM ENTERING TANK.
14. CONCRETE DEADMAN NOTES:
 - VERIFY GROUNDWATER DEPTH BEFORE INSTALLATION
 - BALLAST SLAB SIZED FOR TANK SUBMERGED 3'
 - TANK DOES NOT REQUIRE NSF APPROVAL

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ARCHITECTURAL NOTES:

DESIGN CRITERIA:

Climate Zone	-Zone 7 (2018 IRC Table N1101.7)
<u>INSULATION REQUIREMENTS (2018 IRC, Section N1102)</u>	
Ceiling R-Value	-R-49
Wood Frame Wall R-Value	-R-20 cavity + R-5 continuous
Slab R-Value and Depth	-R-10; 4ft

EXTERIOR WALL ASSEMBLY:
TYPICAL, UNLESS NOTED OTHERWISE

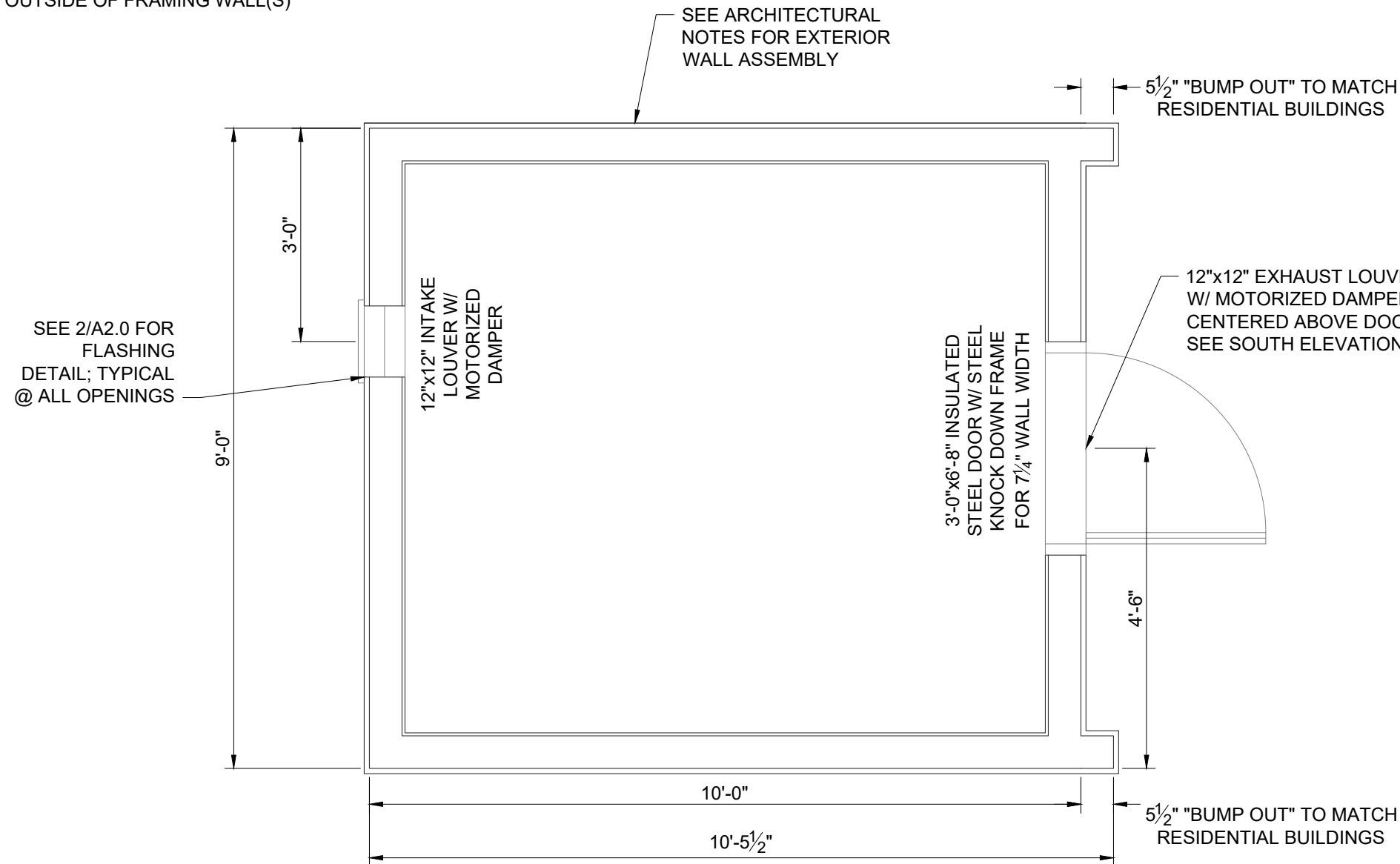
1. SIDING TO MATCH RESIDENTIAL UNITS
2. HPDE BUILDING WRAP, "TYVEK" OR SIMILAR
3. $\frac{1}{2}$ " EXTRUDED POLYSTYRENE INSULATION BOARD TO MEET R-5 CONTINUOUS INSULATION REQUIREMENT
4. PLYWOOD WALL SHEATHING PER STRUCTURAL PLANS
5. STUDS PER STRUCTURAL PLANS
6. CAVITY INSULATION TO MEET R-20
7. $\frac{1}{4}$ " PLYWOOD PAINTED WHITE (SEMI-GLOSS OR FLAT)

ROOF ASSEMBLY:
TYPICAL, UNLESS NOTED OTHERWISE

1. ROOFING MATERIALS TO MATCH STYLE AND SERVICE LIFE OF RESIDENTIAL UNITS
2. ROOF UNDERLAYMENT; SEE ROOF PLAN ON THIS SHEET
3. PLYWOOD ROOF SHEATHING PER STRUCTURAL PLANS
4. ROOF RAFTERS PER STRUCTURAL PLANS
5. SPRAY FOAM INSULATION TO MEET R-49 (FULL DEPTH, NO VENT)
6. $\frac{1}{2}$ " GYPSUM BOARD OR $\frac{1}{4}$ " PLYWOOD PAINTED WHITE (SEMI-GLOSS OR FLAT)

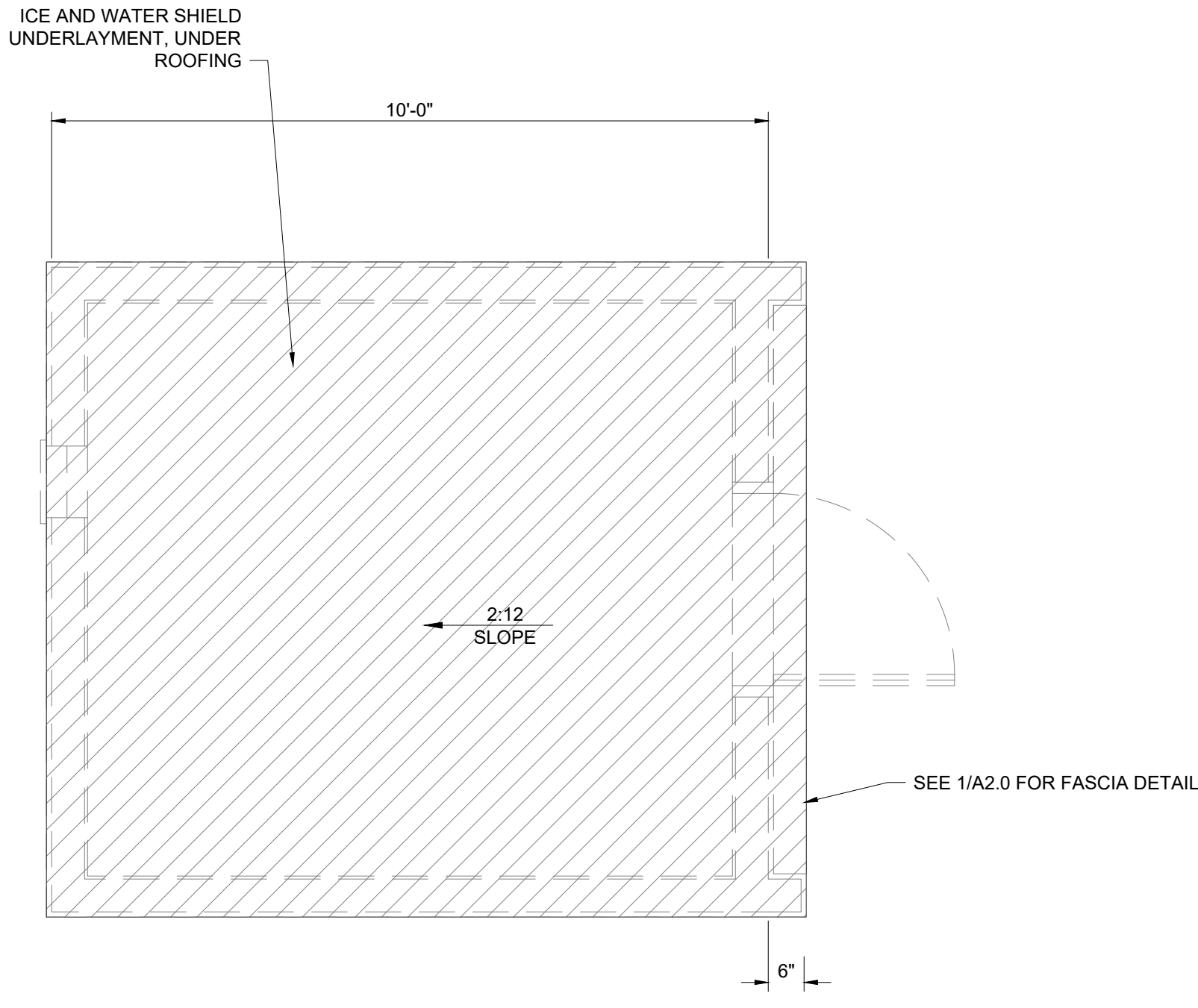
NOTE:

1. DIMENSIONED TO OUTSIDE OF FRAMING WALL(S)



MAIN LEVEL FLOOR PLAN

SCALE: $\frac{1}{2}$ "=1'-0"

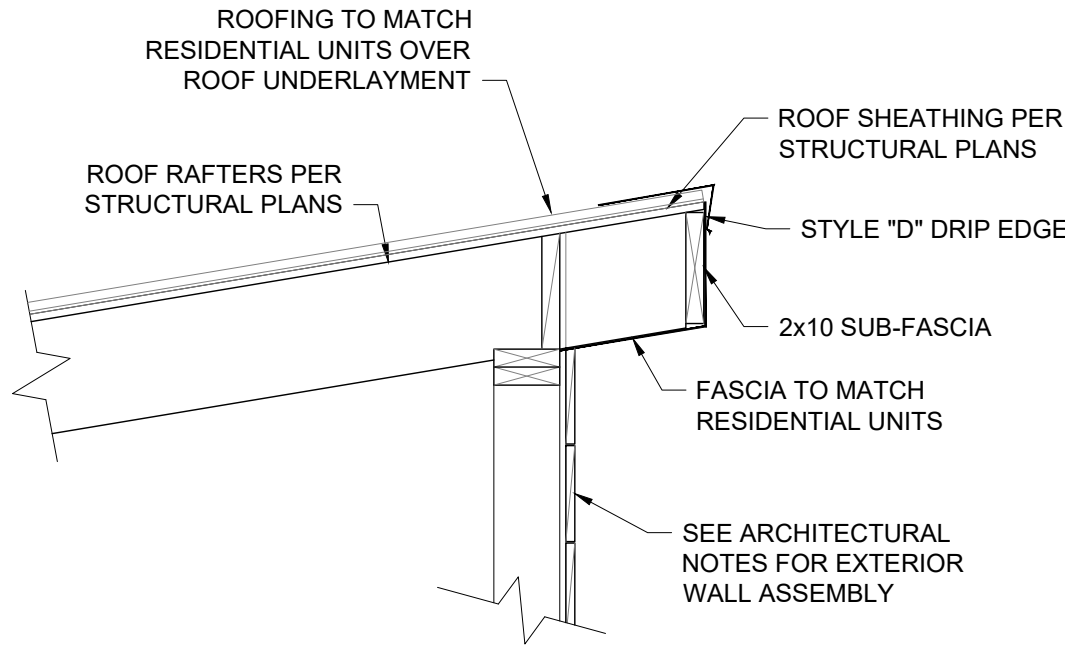


ROOF PLAN

SCALE: $\frac{1}{2}$ "=1'-0"

Sheet Index

Sheet Number	Sheet Title
A1.0	ARCHITECTURAL PLANS AND DETAILS
A2.0	ARCHITECTURAL ELEVATIONS
E1.0	ELECTRICAL NOTES AND LIGHTING PLAN
S1.0	STRUCTURAL NOTES, SCHEDULES, AND TYPICAL DETAILS
S1.1	TYPICAL FRAMING DETAILS
S2.0	STRUCTURAL PLANS AND DETAILS



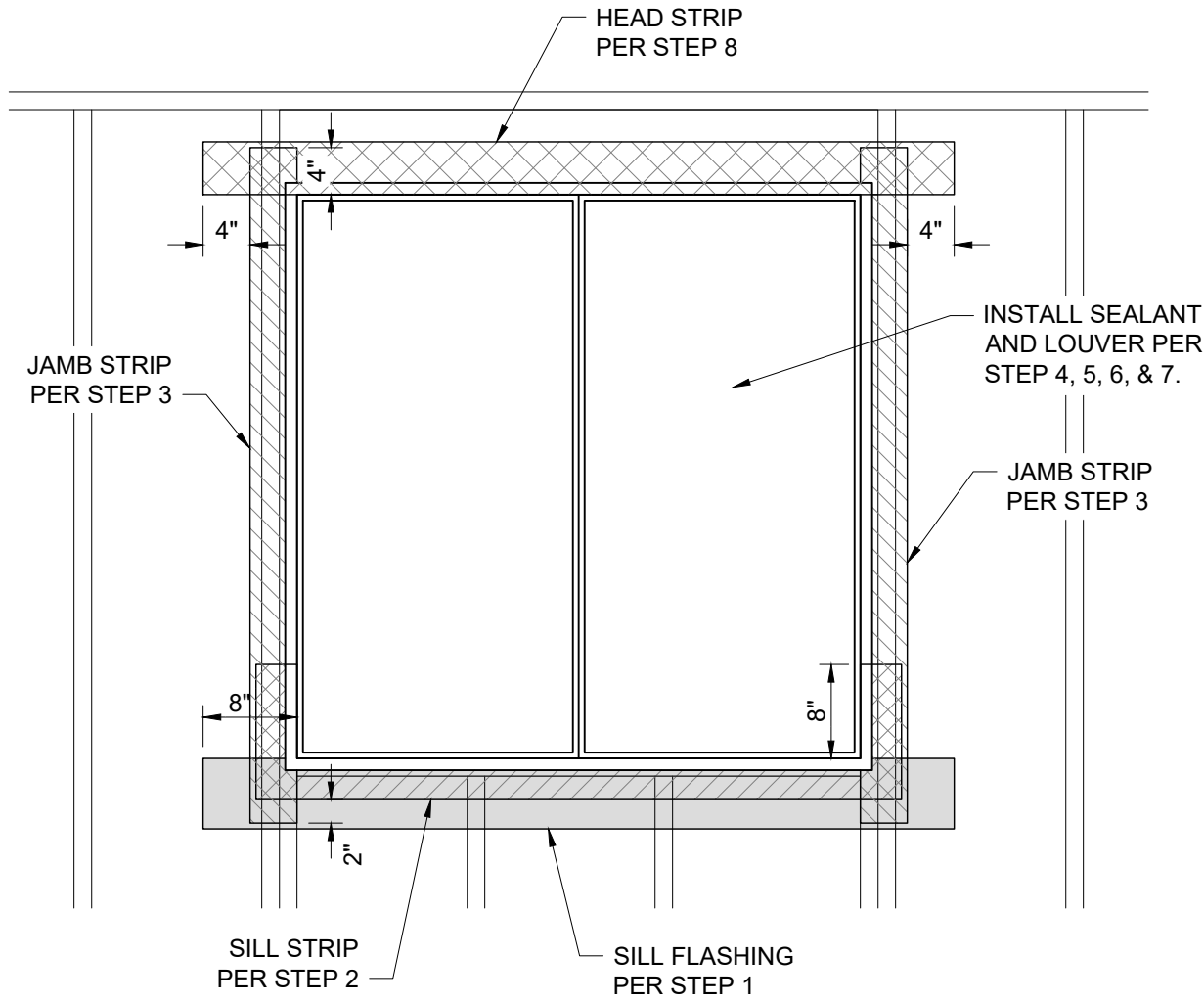
1 ROOF FASCIA DETAIL

A2.0 SCALE: $\frac{3}{4}$ "=1'-0"

FLASHING INSTALLATION NOTES:

1. INSTALL STRIP FLASHING ON SILL AND EXTEND 8" MIN. PAST EDGE OF ROUGH OPENING; SEE ADJACENT.
2. INSTALL 9" WIDE SELF-ADHERING WATERPROOF MEMBRANE OVER FULL LENGTH OF SILL AND EXTEND 8" MIN. UP SIDES OF OPENING; SEE ADJACENT.
3. INSTALL 9" WIDE SELF-ADHERING WATERPROOF MEMBRANE AT OPENING JAMBS; ALIGN SIDE EDGE WITH EDGE OF FRAMING FOR ROUGH OPENING. EXTEND STRIP 2" MIN. BELOW SILL STRIP AND 4" MIN. ABOVE BOTTOM OF ROUGH OPENING FRAMING; SEE ADJACENT.
4. APPLY $\frac{1}{2}$ " CONTINUOUS BEAD OF SEALANT BEHIND LOUVER FLANGES (DO NOT INSTALL SEALANT ON SILL FLANGE TO ALLOW FOR DRAINAGE).
5. APPLY $\frac{1}{2}$ " CONTINUOUS BEAD OF SEALANT TO TOP OF SILL ROUGH OPENING, 4" FROM EXTERIOR TO ACT AS BACK DAM.
6. APPLY $\frac{1}{2}$ " NON-CONTINUOUS BEAD OF SEALANT TO TOP OF SILL ROUGH OPENING, $\frac{1}{2}$ " FROM EXTERIOR, LEAVING WIDE GAPS FOR DRAINAGE.
7. INSTALL LOUVER PER MANUFACTURER'S SPECIFICATIONS.
8. INSTALL 9" WIDE SELF-ADHERING WATERPROOF MEMBRANE AT OPENING HEAD OVER TOP LOUVER FLANGE. EXTEND PAST JAMB STRIPS 4" MIN.

NOTE: FOR EXTERIOR DOOR, COMPLETE STEPS 3 THROUGH 8.



TYPICAL @ OPENINGS

2 FLASHING DETAIL

A1.0 SCALE: $\frac{3}{4}$ "=1'-0"



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PROJECT TITLE:
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EMPLOYEE HOUSING
TETONCOUNTY, WYOMING

SHEET TITLE:
ARCHITECTURAL PLANS
AND DETAILS

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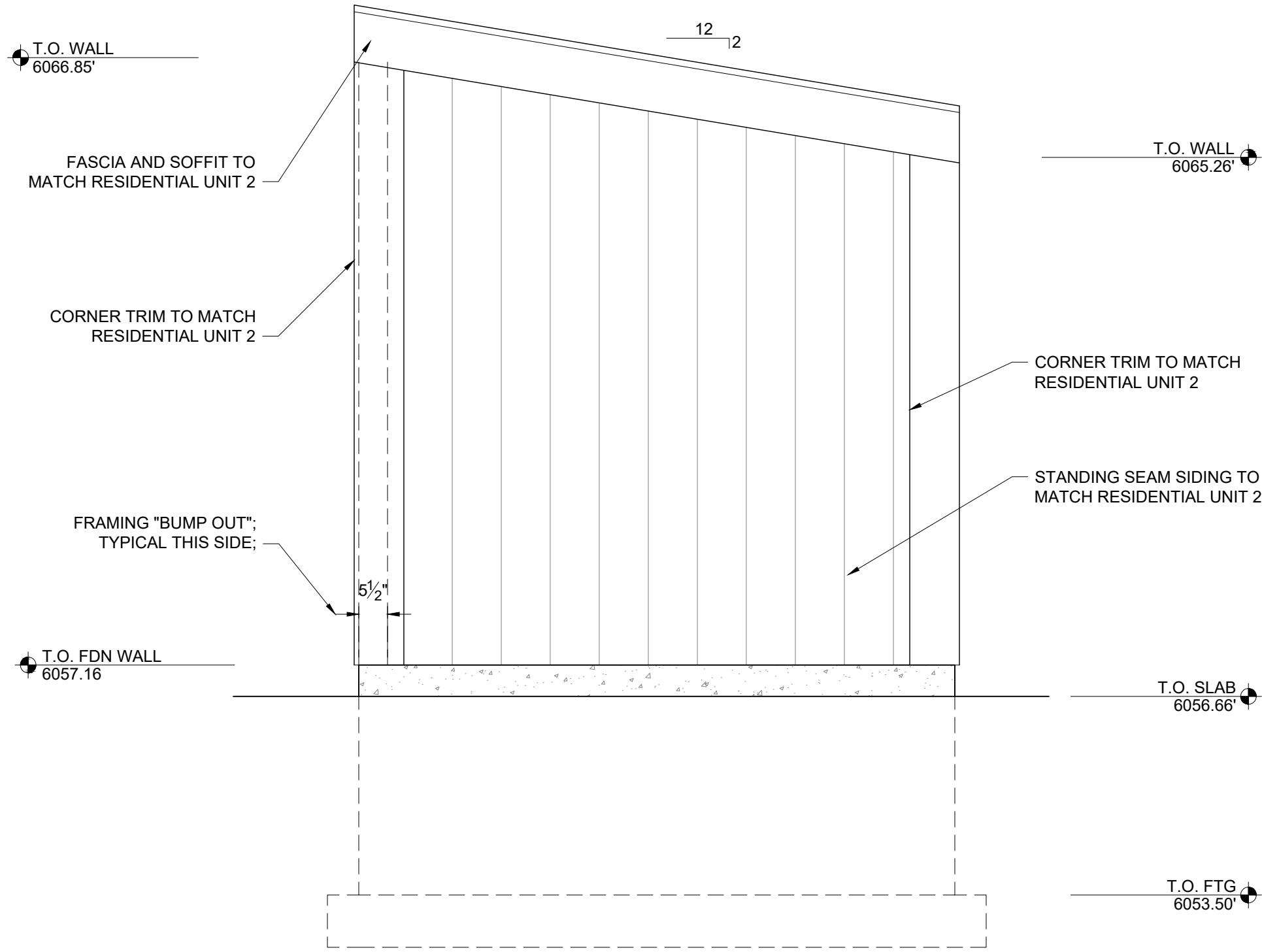
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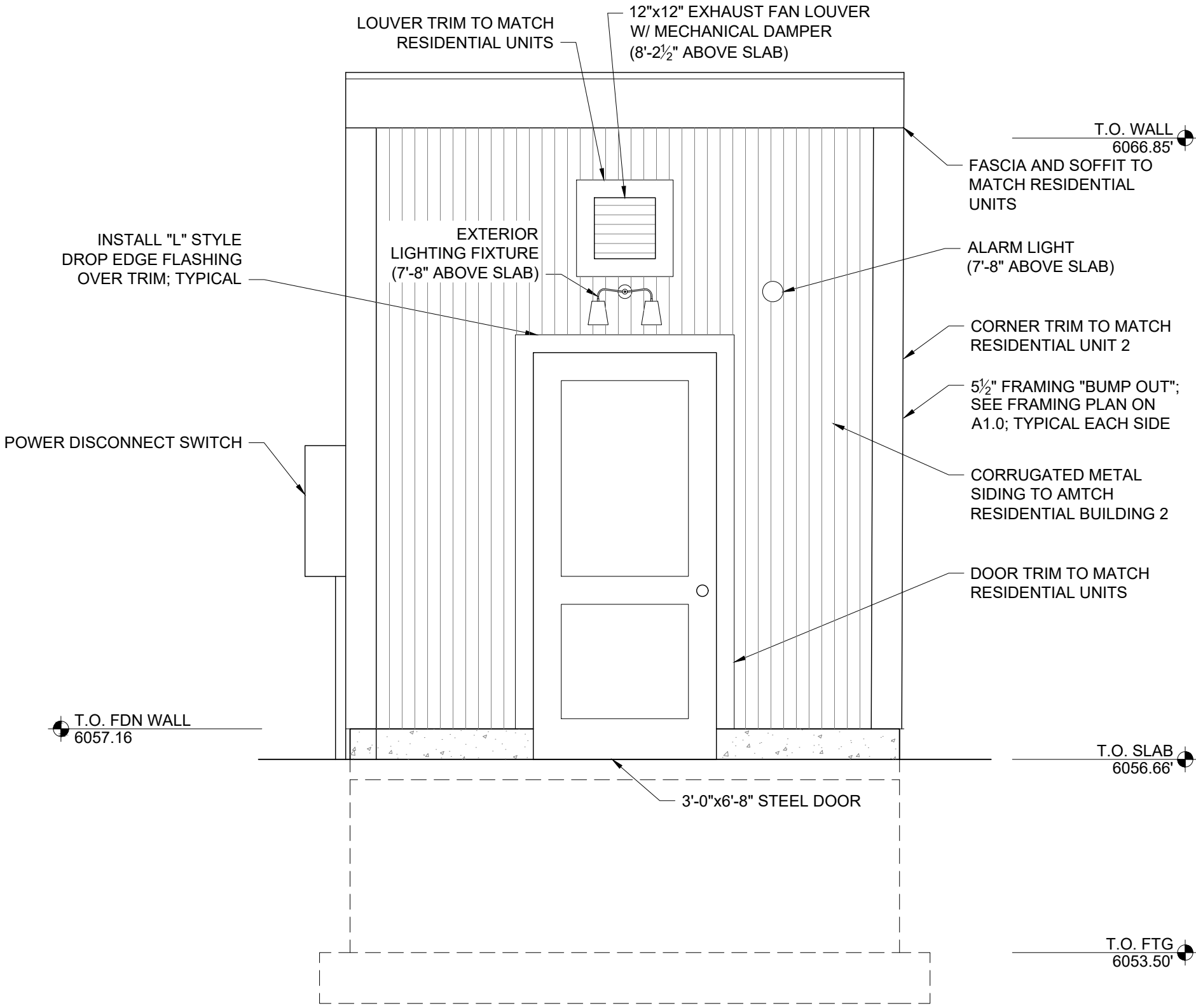
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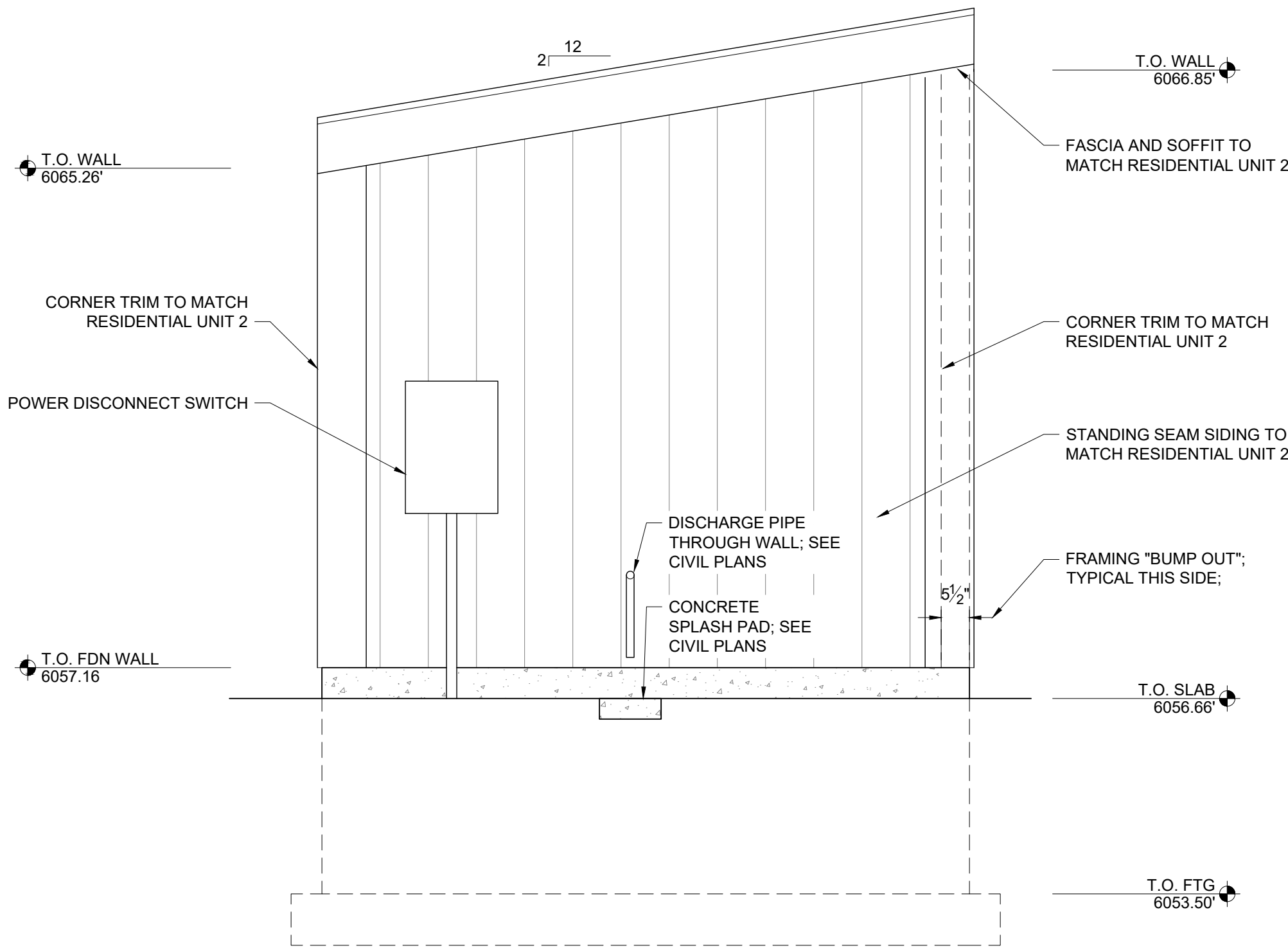
- ROOF ASSEMBLY:
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 6. $\frac{5}{8}$ " GYPSUM BOARD OR $\frac{3}{4}$ " PLYWOOD PAINTED WHITE (SEMI-GLOSS OR FLAT)



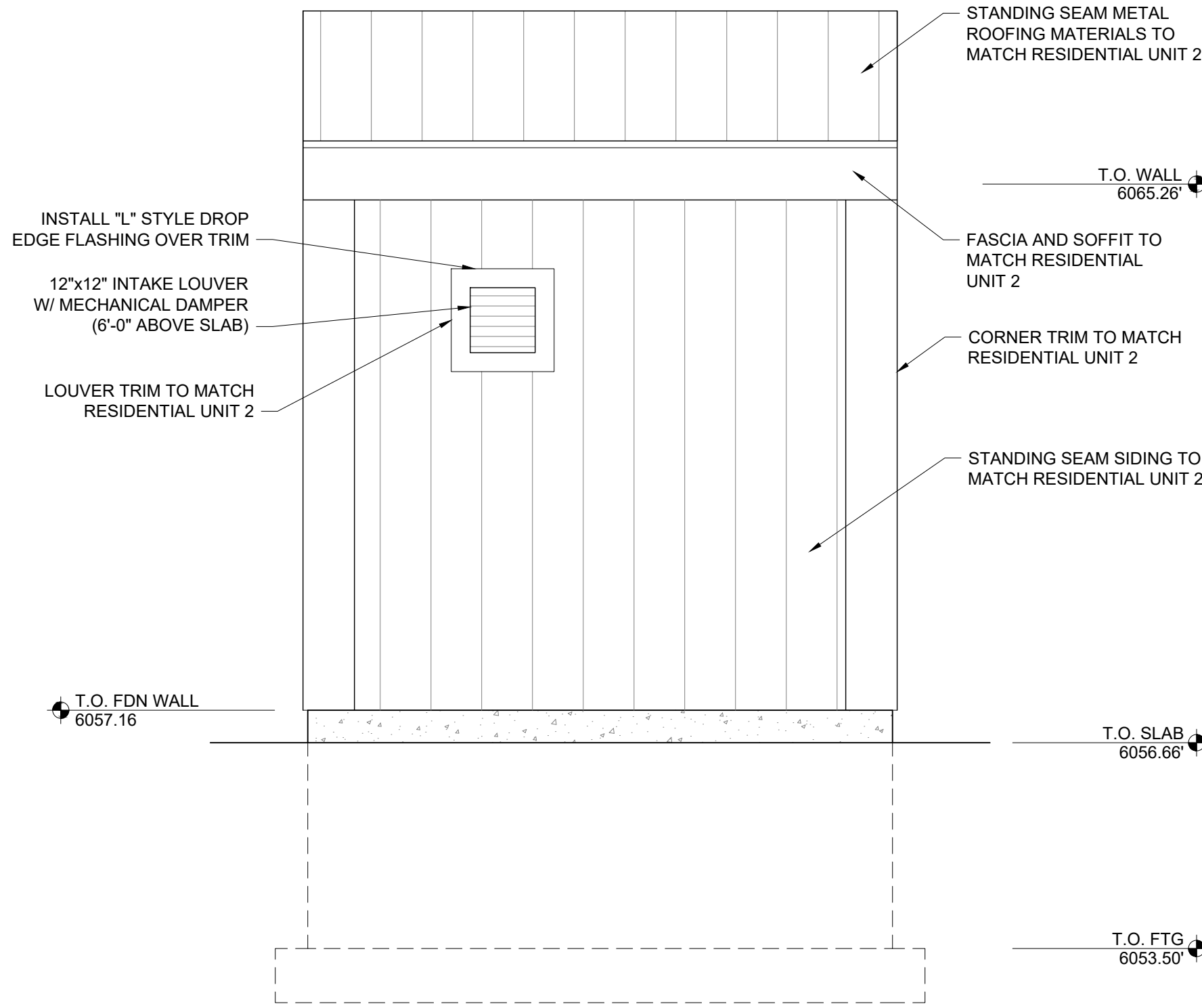
EAST ELEVATION
SCALE: 1/2"=1'-0"



SOUTH ELEVATION
SCALE: 1/2"=1'-0"



WEST ELEVATION
SCALE: 1/2"=1'-0"



NORTH ELEVATION
SCALE: 1/2"=1'-0"



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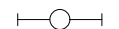
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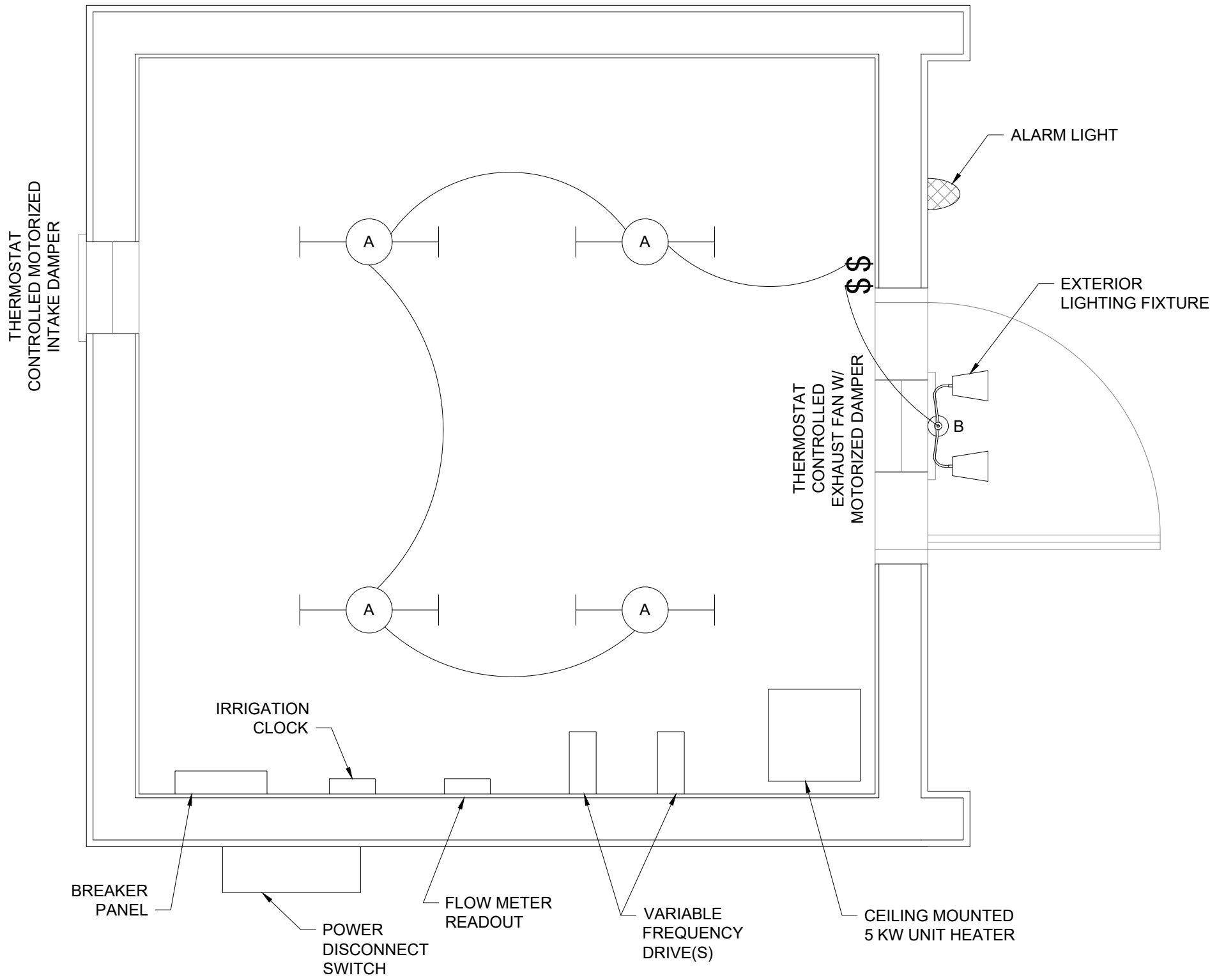
ELECTRICAL NOTES:

1. ALL ELECTRICAL WORK TO BE PERFORMED BY A LICENSED ELECTRICIAN.
2. ELECTRICAL CONTRACTOR TO ENSURE QUALITY CONSTRUCTION WITH ALL MATERIALS AND INSTALLATION TO COMPLY WITH NEC, STATE, AND LOCAL CODES.
3. ELECTRICAL CONTRACTOR TO FIELD VERIFY BUILDING AND LIGHTING EQUIPMENT DIMENSIONS PRIOR TO ACQUIRING MATERIALS AND STARTING CONSTRUCTION.
4. ELECTRICAL CONTRACTOR SHALL COORDINATE ALL ELECTRICAL INSTALLATION WITH THE ELECTRICAL SERVICE COMPANY PRIOR TO STARTING CONSTRUCTION.
5. ALL EQUIPMENT LOCATIONS TO BE REVIEWED BY OWNER PRIOR TO CONSTRUCTION.
6. COORDINATE LIGHTING AND EQUIPMENT LOCATIONS WITH CIVIL EQUIPMENT AND RELOCATE AS NEEDED.
7. COORDINATE LIGHTING FIXTURE LOCATIONS WITH STRUCTURAL FRAMING AND RELOCATE AS NEEDED.

ELECTRICAL LEGEND	
SYMBOL	DESCRIPTION
	STRIP LIGHT
	EXTERIOR MOTION LIGHT
\$	LIGHT SWITCH

LIGHTING FIXTURE SCHEDULE			
TYPE	DESCRIPTION	MOUNTING	MANUFACTURER
A	LED STRIP FIXTURE	CEILING SURFACE OR HANGING CHAIN	PER OWNER AND ELECTRICAL CONTRACTOR
B	LED EXTERIOR DUAL HEAD LIGHT WITH MOTION SENSOR	WALL SURFACE	PER OWNER AND ELECTRICAL CONTRACTOR

NOTE:
ALL EXTERIOR LIGHTS TO BE SHADED TO FOLLOW TETON COUNTY LIGHT SHIELDING REQUIREMENTS.



ELECTRICAL PLAN

SCALE: 3/4"=1'-0"





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SHEET TITLE:
ELECTRICAL NOTES AND
LIGHTING PLAN

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STRUCTURAL NOTES:

GOVERNING DESIGN CODES AND REFERENCES:

International Building Code (IBC), 2018 Edition
Minimum Design Loads and Associated Criteria for Buildings and Other Structures, ASCE 7-16
Building Code Requirements for Structural Concrete, ACI 318-14
National Design Specification (NDS) for Wood Construction, 2018 Edition

DESIGN LOADS:

DEAD LOADS:
OVERBURDEN SOIL UNIT WEIGHT - 125 pcf, ASSUMED WEIGHT OF BACKFILL
CONCRETE UNIT WEIGHT - 150 pcf.
ROOF DEAD LOAD - 20 psf.

LIVE LOADS:

ROOF LIVE LOAD - 20 psf., CONSTRUCTION LOAD

SNOW LOAD (ASCE7-16 CHAPTER 7):

GROUND SNOW LOAD - 120 psf. PER TETON COUNTY, WYOMING
FLAT ROOF SNOW LOAD - 100.8 psf.
EXPOSURE FACTOR (Ce) - 1.00
THERMAL FACTOR (Ci) - 1.20
IMPORTANCE FACTOR (Is) - 1.00

WIND LOADING (ASCE7-16 CHAPTER 27):

ULTIMATE DESIGN WIND SPEED - 115 mph., (3 sec. GUST)
WIND DIRECTIONALITY FACTOR (Kd) - 0.85
TOPOGRAPHIC FACTOR (Kzt) - 1.0
PRESSURE EXPOSURE FACTOR (Kz) - 1.0
GROUND ELEVATION FACTOR (Ke) - 1.0
EXPOSURE CATEGORY - CATEGORY C
VELOCITY PRESSURE (q) - 28.78 psf.
GUST EFFECT FACTOR (G) - 0.85
EXTERNAL PRESSURE COEFFICIENT (Cp) - SEE ASCE 7-16, FIGURE 27.3-1
- 10.25ft (mean roof pitch)
- 2:12 (roof pitch)

INTERNAL PRESSURE COEFFICIENT (GCpi)

- ±0.18

SEISMIC LOADING (ASCE7-16 CHAPTER 12):

Risk Category - Category II
Seismic Importance Factor - I=1.0
Mapped Spectral Accelerations - Ss=1.030g
- S1=0.331g
Site Class - Site Class D,
Site Coefficients - Fa=1.088
Design Spectral Accelerations - Sds=0.747g
- S1=0.331g
- Design Category D
Seismic Design Category
Equivalent Lateral Force Procedure
Seismic Response Coefficient Cs=Sds/(R/Ie)
Response Modification Factor R= 6.5 Light-framed walls sheathed with wood structural panels rated for shear resistance.
Ie= 1.00
Cs= 0.115

SOILS:

ALLOWABLE SOIL BEARING - 1500 psf. (PER 2021 IBC, TABLE 1806.2)
PASSIVE LATERAL PRESSURE - 360 psf/FT
ACTIVE LATERAL PRESSURE - 40 psf/FT
AT-REST LATERAL PRESSURE - 60 psf/FT
SEISMIC LATERAL PRESSURE - 24.9 plf APPLIED AT 60% WALL HEIGHT
(ABOVE LISTED LATERAL LOADS BASED ON SOIL UNIT WEIGHT OF 120pcf AND INTERNAL FRICTION ANGLE OF 30°)
(SEE LATERAL LOADING DETAILS ON S1.1 FOR GRAPHICAL REPRESENTATION)

FOUNDATIONS:

- FOOTINGS AROUND THE PERIMETER OR IN UNHEATED AREAS ARE TO BEAR A MINIMUM OF 36" BELOW EXISTING GRADE UNLESS OTHERWISE SHOWN ON THE DRAWINGS.
- BOTTOM OF ALL FOOTINGS TO BEAR ON RE-COMPACTED NATIVE INORGANIC SOIL.
- BACK FILL UNDER SLABS ON GRADE IS TO CONSIST OF 4" CRUSHED GRAVEL (GRADING H) COMPACTED TO 95% MAXIMUM DRY DENSITY, (ASTM D-698 MODIFIED PROCTOR), OVER RE-COMPACTED NATIVE SOIL.
- WHERE THE NATIVE SITE SOILS ARE NOT CLEAN SANDY GRAVELS, A CONTINUOUS FOUNDATION DRAIN SHALL BE INSTALLED AROUND THE PERIMETER OF THE FOUNDATION FOOTINGS. THE FOUNDATION DRAIN SHALL DRAIN TO DAYLIGHT OR TO A MECHANICALLY DISCHARGED SUMP. IT IS RECOMMENDED INSTALLING A BACKFLOW PREVENTION DEVICE TO PREVENT WATER TO FLOW FROM THE DISCHARGE POINT TO THE FOUNDATION.

CAST-IN-PLACE CONCRETE:

- CONCRETE CONSTRUCTION SHALL CONFORM TO AMERICAN CONCRETE INSTITUTE (ACI) BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, ACI 318-14.

- CAST-IN-PLACE CONCRETE SHALL CONFORM TO:

Walls:	Minimum 28 day compressive strength = 4500 psi Entrained Air Content: 6% ±1% Slump Range: 2-4 Inches Maximum water/cement ratio: 0.45
Footings:	Minimum 28 day compressive strength = 3500 psi Entrained Air Content: 6% ±1% Slump Range: 2-4 Inches Maximum water/cement ratio: 0.55
Interior Slabs:	Minimum 28 day compressive strength = 2500 psi Entrained Air Content: 6% ±1% Slump Range: 4-6 Inches Maximum water/cement ratio: Not Applicable
Exterior Slabs:	Minimum 28 day compressive strength = 5000 psi Entrained Air Content: 6% ±1% Slump Range: 4-6 Inches Maximum water/cement ratio: 0.40

- CONCRETE COVER OVER REINFORCING BARS SHALL BE 3" FOR CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH, 2" FOR CONCRETE NOT CAST AGAINST BUT PERMANENTLY EXPOSED TO EARTH, 1½" MIN. FOR ALL OTHER CONCRETE NOT EXPOSED TO EARTH OR WEATHER, UNLESS NOTED OTHERWISE IN PLANS.
- ALL EXTERIOR WALLS BELOW GRADE TO BE DAMP PROOFED. FOR BASEMENTS IN HIGH GROUND WATER AREAS, WATERPROOF WALLS TO 1'-0" ABOVE HIGH GROUND WATER ELEVATION.

- LAP REINFORCING BARS AT SPLICES, CORNERS AND INTERSECTIONS.

#3 Reinforcing Bars - 1'-3"
#4 Reinforcing Bars - 1'-8"
#5 Reinforcing Bars - 2'-0"
#6 Reinforcing Bars - 2'-6"
#7 Reinforcing Bars - 3'-8"
#8 Reinforcing Bars - 4'-0"
#9 Reinforcing Bars - 4'-6"

UNLESS OTHERWISE NOTED ON THE FOUNDATION PLAN AND DETAILS.

- USE DEFORMED STEEL BAR CONFORMING TO ASTM A615 GRADE 60, EXCEPT #3 BAR STIRRUPS AND TIES AND FIELD BENT DOWELS WHICH SHALL BE ASTM A615 GRADE 40.
- WELDED WIRE FABRIC SHALL CONFORM TO ASTM A82 OR A185 AND SHALL BE PROVIDED IN FLAT SHEETS.

- ALL REINFORCING IS TO BE SUPPORTED BY CHAIRS OR CONCRETE BRICKS AND SECURELY TIED IN PLACE.

- REINFORCING STEEL SHALL NOT BE WELDED.

- WET SETTING REINFORCING REQUIREMENTS:

- REBAR TO BE BENT INTO AN "L" SHAPE SUCH THAT THE HOOK END IS 8" MINIMUM MEASURED ALONG THE STRAIGHT SECTION OF THE HOOK AND TO HAVE SUFFICIENT LENGTH ON THE VERTICAL SUCH THAT THE HOOK IS AT THE FOOTING REINFORCING AND EXTENDS ABOVE THE TOP SURFACE OF THE FOOTING BY THE LAP DISTANCE SPECIFIED IN THE CONCRETE NOTES ON SHEET S1.0 OF THE STRUCTURAL PLANS.
WHEN PLACING THE REBAR INTO THE FRESH CONCRETE, RE-VIBRATE THE CONCRETE TO ENSURE FULL ENGAGEMENT BETWEEN THE BARS AND CONCRETE AND TO FILL ANY VOIDS AROUND THE REINFORCING BARS THAT DEVELOPED DURING INSTALLATION INTO THE CONCRETE.
PLACE REBAR SUCH THAT THE WALL REINFORCING CAN BE TIED TO THE VERTICAL BAR AND IS LOCATED AS SPECIFIED IN THE FOUNDATION WALL SCHEDULE AND STRUCTURAL DETAILS.
-
-

DIMENSIONAL LUMBER AND TIMBERS:

- SAWN LUMBER MATERIALS. (U.N.O. ON PLANS AND DETAILS):
-MULTI-PLY LUMBER BEAMS, RAFTERS, JOISTS, AND COLUMNS TO BE SELECT STRUCTURAL DOUGLAS FIR - LARCH.
-SOLID SAWN TIMBER BEAMS AND COLUMNS TO BE DENSE No. 1 OR BETTER DOUGLAS FIR-LARCH.
-TOP AND BOTTOM WALL PLATES TO BE No. 1 & BTR DOUGLAS FIR-LARCH.
-STUDS TO BE No. 2 OR BETTER DOUGLAS FIR - LARCH.

- ALL DIMENSIONAL LUMBER TO BE NOMINAL SIZES UNLESS SPECIFIED AS FULL SIZE IN THE PLANS AND DETAILS.

- EXTERIOR WALL HEADERS TO BE MINIMUM DOUBLE 2x8 WITH 4ea. 12d NAILS @ 16" o.c., UNLESS OTHERWISE NOTED ON FRAMING PLANS. INTERIOR WALL HEADERS TO BE MINIMUM DOUBLE 2x4 WITH 2ea. 12d NAILS @ 16"o.c. UNLESS NOTED OTHERWISE.

- FRAMING ANCHORS AND CONNECTORS TO BE "STRONG TIE" BY SIMPSON OR APPROVED AND EQUAL INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.

- SILL PLATES TO BE ATTACHED TO THE FOUNDATION WITH ½"Øx10" @ 4'-0" o.c. ANCHOR BOLTS WITH 3"x3"½" SQUARE WASHERS AND HEX NUTS. REFER TO TYPICAL FOUNDATION DETAILS FOR ANCHOR BOLT PLACEMENT.

- FOR NAILING NOT SHOWN ON PLANS USE THE FASTENING SCHEDULE IN THE FASTENING SCHEDULE OR THE INTERNATIONAL BUILDING CODE NAILING SCHEDULE (2018 I.B.C. TABLE 2304.10.1).

- WHERE WOOD FRAMING IS IN CONTACT WITH CONCRETE FOUNDATION, USE PRESSURE TREATED WOOD PRODUCTS.

- USE GALVANIZED OR STAINLESS STEEL FASTENERS WHEN NAILING INTO PRESSURE TREATED MATERIALS.

- ALL FRAMING NAILS TO HAVE A MINIMUM SHANK DIAMETER AS SPECIFIED IN THE MINIMUM FASTENING SCHEDULE IN THE TYPICAL FRAMING DETAILS. ALL SHEATHING NAILS TO HAVE A MINIMUM SHANK DIAMETER OF 0.131"Ø. FLOOR SHEATHING FASTENERS TO ALSO BE RING SHANKED.

ENGINEERED WOOD PRODUCTS:

- LAMINATED VENEER LUMBER (LVL) SHALL HAVE A MINIMUM MODULUS OF ELASTICITY OF 2.0E+6psi AND MARKED ACCORDINGLY. SUBSTITUTION OF A LOWER GRADE WILL REQUIRE A REVIEW OF ALL AFFECTED BUILDING ELEMENTS AND POSSIBLE REDESIGN.

- ALL LAMINATED VENEER LUMBER (LVL) TO BE SUPPLIED AT THE NOMINAL SIZE INDICATED IN THE PLANS OR BUILT UP ON SITE WITH 1½" WIDE BY FULL HEIGHT MEMBERS. CONNECT BUILT UP PLIES WITH 16dX0.164"Ø NAILS. EACH ROW OF NAILS TO BE SPACED @ 2½"o.c. AND ROWS SPACED AT MAXIMUM OF 12"o.c.

SHEATHING:

- ALL STRUCTURAL SHEATHING SHALL BE RATED WITH A "WOOD APA" RATED STAMP ON THE PANELS. THE STRUCTURAL SHEATHING INCLUDES VENEER PLYWOOD, ORIENTED STRAND BOARD (OSB), WAFERBOARD, AND COMPOSITES OF VENEER AND WOOD BASED MATERIALS WITH TONGUE AND GROOVE EDGES.
- REFER TO TYPICAL DETAILS ON TYPICAL DETAILS SHEETS FOR SHEATHING LAYOUT FOR FLOORS, WALLS, AND ROOF. BLOCK EDGES AS NECESSARY OR AS INDICATED BY SHEATHING SCHEDULES.
- UNLESS NOTED OTHERWISE ON THE PLANS AND DETAILS, INSTALL FLOOR AND ROOF SHEATHING WITH LONG PANEL EDGES PERPENDICULAR TO SUPPORTING JOISTS. INSTALL PANELS CONTINUOUS OVER MINIMUM OF TWO JOIST SPACES. OFFSET ROWS OF PANELS BY MINIMUM OF 32".

- UNLESS NOTED OTHERWISE ON THE PLANS AND DETAILS, INSTALL WALL SHEATHING WITH LONG PANEL EDGES ALIGNED WITH SUPPORTING STUDS. ALIGN VERTICAL AND HORIZONTAL PANEL EDGES AND INSTALL EDGE BLOCKING AS REQUIRED BY THE SHEAR WALL SCHEDULE.

- SHEATHING USE, MINIMUM PANEL THICKNESS, AND SPAN RATING:

- FLOOR: ¾" T&G, 24"o.c. SPAN RATING
- WALLS: ½", 32/16 SPAN RATING
- ROOF: ½", 40/20 SPAN RATING

STRUCTURAL CONNECTIONS:

- ANCHOR BOLTS TO BE INSTALLED @ 4'-0" o.c. UNLESS OTHERWISE NOTED ON PLANS AND ONE INSTALLED WITHIN 12" EACH DIRECTION FROM FOUNDATION CORNERS. USE ½"Øx10" "J" TYPE ANCHOR BOLTS IN EXTERIOR STEM WALLS WITH 3"x3"½" SQUARE WASHERS AND STANDARD HEX NUTS.

- SHEAR WALL HOLDOWNS ARE TO BE LOCATED ON THE CENTERLINE OF THE WALL FRAMING OF THE SHEAR WALLS. FOR ACTUAL CONNECTION DETAILS, REFER TO THE HOLDOWN SCHEDULE FOR CALLOUTS.

- HANGERS/STRAPS/TIES TO BE "SIMPSON STRONGTIE" OR APPROVED EQUIVALENT AND INSTALLED PER MANUFACTURER'S SPECIFICATIONS. REFER TO PLANS, SECTIONS AND DETAILS FOR CALLOUTS.

FIRE BLOCKING:

CONTRACTOR TO SUPPLY FIRE BLOCKING AS PER INTERNATIONAL BUILDING AND RESIDENTIAL CODES FOR VERTICAL AND HORIZONTAL STUD AND SOFFIT CAVITIES AND CHIMNEYS.

EXCAVATION AND GRADING:

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY VARIATIONS OR DISCREPANCIES.

- STRUCTURAL MEMBERS SHALL BE ADEQUATELY SHORED AND BRACED DURING CONSTRUCTION.

- ENGINEER SHALL BE CONTACTED PRIOR TO CONSTRUCTION TO PROVIDE CONSTRUCTION OBSERVATION WHEN ENGINEER'S CERTIFICATION IS REQUIRED FOR THE COMPLETED STRUCTURE.

- ALL EXCAVATION ACTIVITIES SHALL COMPLY WITH PERMIT REQUIREMENTS ISSUED FOR THE PROJECT. CONTRACTOR SHALL REVIEW AND BE RESPONSIBLE FOR PERMIT COMPLIANCE.

- TOPSOIL, VEGETATION AND UNSTABLE OR FROZEN SOIL SHALL BE REMOVED PRIOR TO CONSTRUCTION OF THE STRUCTURE OR EMBANKMENT.

SPECIAL INSPECTIONS:

IN ACCORDANCE WITH THE SPECIAL INSPECTIONS SECTION 1704 OF CHAPTER 17 OF THE 2018 INTERNATIONAL BUILDING CODE, THE FOLLOWING LIST OF SPECIAL INSPECTIONS ARE REQUIRED DURING THE CONSTRUCTION OF THE PROJECT:

NO SPECIAL INSPECTIONS ARE REQUIRED FOR THIS PROJECT.

GENERAL CONTRACTOR IS REQUIRED TO COORDINATE SPECIAL INSPECTIONS WITH DESIGN ENGINEER PRIOR TO THE START OF CONSTRUCTION.

CONSTRUCTION NOTES:

THESE STRUCTURAL DRAWINGS ILLUSTRATE THE COMPLETED STRUCTURE WITH ELEMENTS IN THEIR FINAL POSITION, PROPERLY SUPPORTED AND BRACED. THESE CONSTRUCTION DOCUMENTS CONTAIN TYPICAL AND REPRESENTATIVE DETAILS TO ASSIST THE CONTRACTOR. DETAILS SHOWN APPLY AT ALL SIMILAR CONDITIONS UNLESS OTHERWISE NOTED, (U.N.O.). ALTHOUGH DUE DILIGENCE HAS BEEN APPLIED TO MAKE THE DRAWINGS AS COMPLETE AS POSSIBLE, NOT EVERY DETAIL IS ILLUSTRATED, NOR IS EVERY EXCEPTIONAL CONDITION ADDRESSED. ALL PROPRIETARY CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS' RECOMMENDATIONS. ALL WORK SHALL BE IN COMPLIANCE WITH THE 2018 IBC OR IRC AND LOCAL CODES, COVENANTS, ORDINANCES AND BUILDING PERMIT.

THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ALL WORK, INCLUDING LAYOUT AND DIMENSION VERIFICATION, MATERIAL CONDITION, SHOP DRAWING REVIEW, AND THE WORK OF SUBCONTRACTORS. ANY DISCREPANCIES OR OMISSIONS DISCOVERED DURING THE COURSE OF THE WORK SHALL BE IMMEDIATELY REPORTED TO THE ARCHITECT AND ENGINEER. UNLESS OTHERWISE SPECIFICALLY INDICATED, THE DRAWINGS DO NOT DESCRIBE METHODS OF CONSTRUCTION.

WHERE PERIODIC OR CONTINUOUS INSPECTION IS REQUIRED BY THESE DOCUMENTS, GOVERNING BUILDING CODES, OR LOCAL ORDINANCES, THE OWNER SHALL EMPLOY AN INDEPENDENT INSPECTOR CERTIFIED IN THE PARTICULAR AREA OF THE REQUIRED INSPECTION. THE INSPECTOR SHALL BE RESPONSIBLE TO, AND REPORT TO, THE ARCHITECT AND BUILDING OFFICIAL.

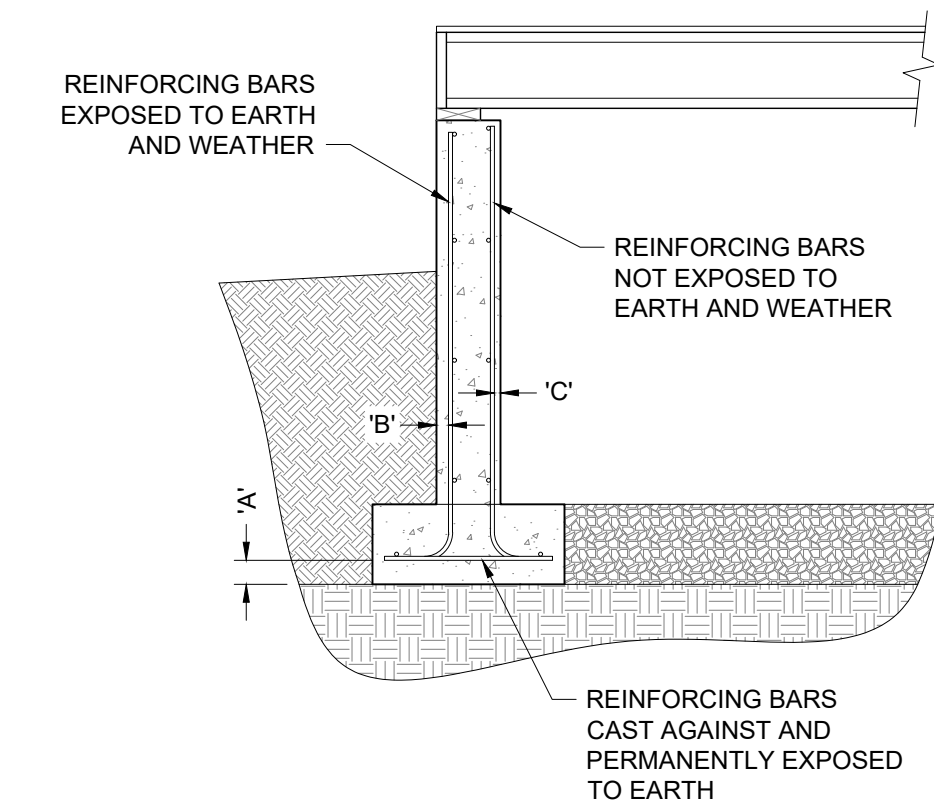
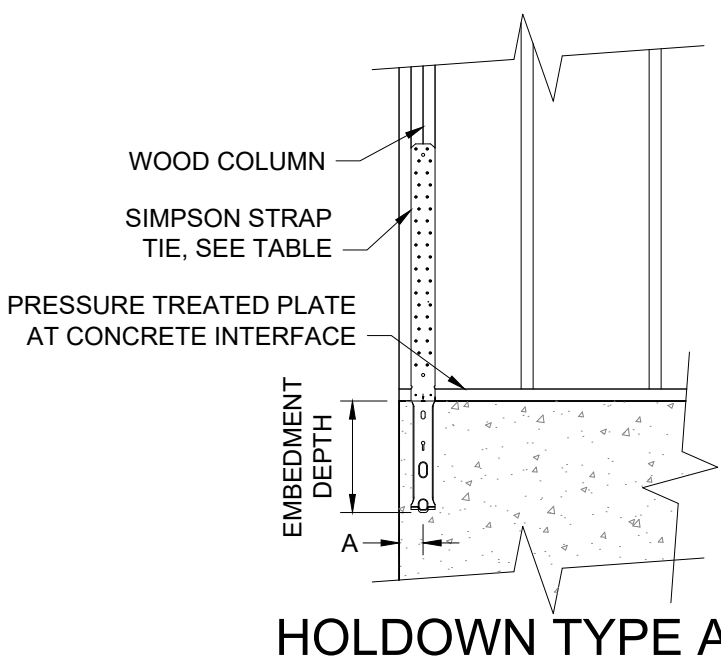
SHEAR WALL SCHEDULE

TYPE	SILL PLATE / BOTTOM PLATE (1)	TOP PLATE DETAIL	WALL STUDS	EDGE BLOCKING	SHEATHING THICKNESS (2)	NAIL SIZE	EDGE NAILING SPACING	INTERMEDIATE NAILING SPACING
▽	2x	SEE TYPICAL DETAIL ON S1.2	2x @ PANEL EDGES	2x @ PANEL EDGES	1½" ON ONE SIDE	8d, (0.131"Øx2½")	@ 6" o.c.	@ 12" o.c.

- USE PRESSURE TREATED WOOD WHEN IN CONTACT WITH CONCRETE. ATTACH SHEATHING PANELS WITH GALVANIZED NAILS IN PRESSURE TREATED WOOD.
- SHEATHING TO BE PLYWOOD OR O.S.B. (VERTICAL OR HORIZONTAL ORIENTATION). WHEN REQUIRED, PROVIDE BLOCKING AT UNSUPPORTED EDGES ABOVE AND BELOW OPENINGS.

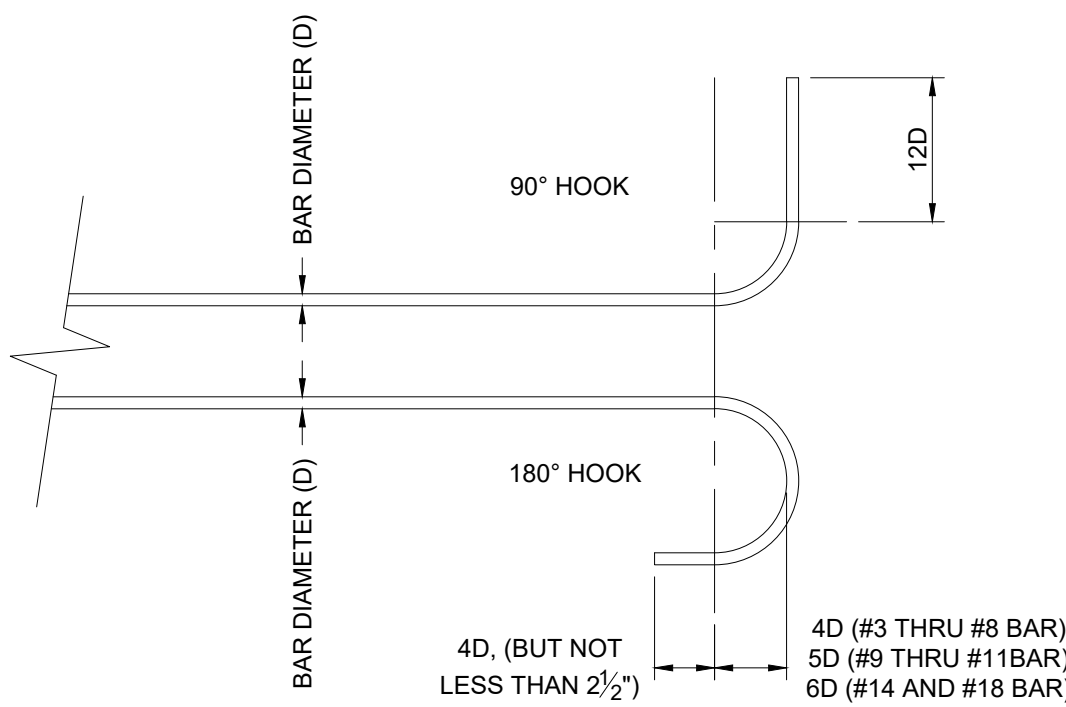
HOLDOWN SCHEDULE

TYPE	HOLDOWN SIZE	HOLDOWN TYPE	ANCHOR DIAMETER	MINIMUM ANCHOR	ANCHOR OFFSET DIMENSION "A"	MINIMUM COLUMN SIZE	FASTENERS TO COLUMN	NOTES
□	LSTD8	A	N/A	N/A	3"	TRIPLE 2x	16ea. 16d SINKERS	USE SIMPSON LSTD8RJ WHEN INSTALLING OVER RIM BOARD



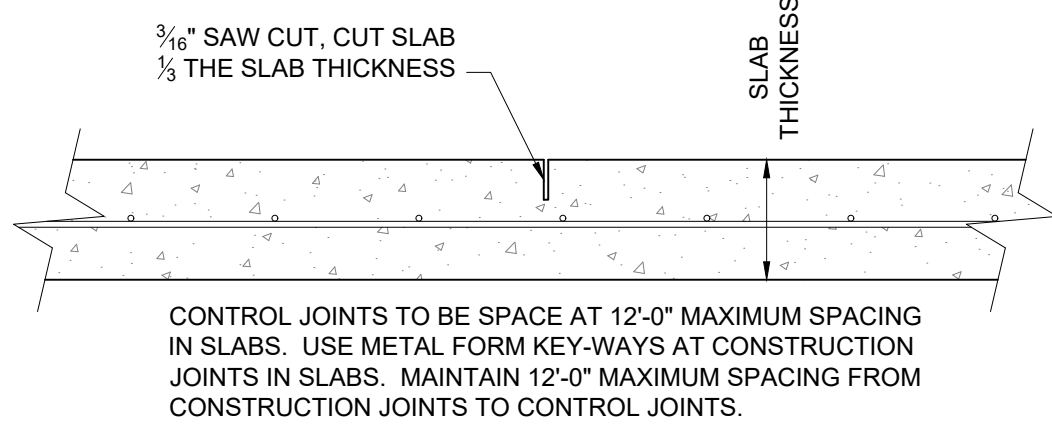
MINIMUM REINFORCING BAR COVER DISTANCES

SCALE: ½"=1'-0"



STANDARD REBAR HOOK AND BEND

SCALE: 1½"=1'-0" PER ACI 318-14, CHAPTER 25, SECTION 25.3.1

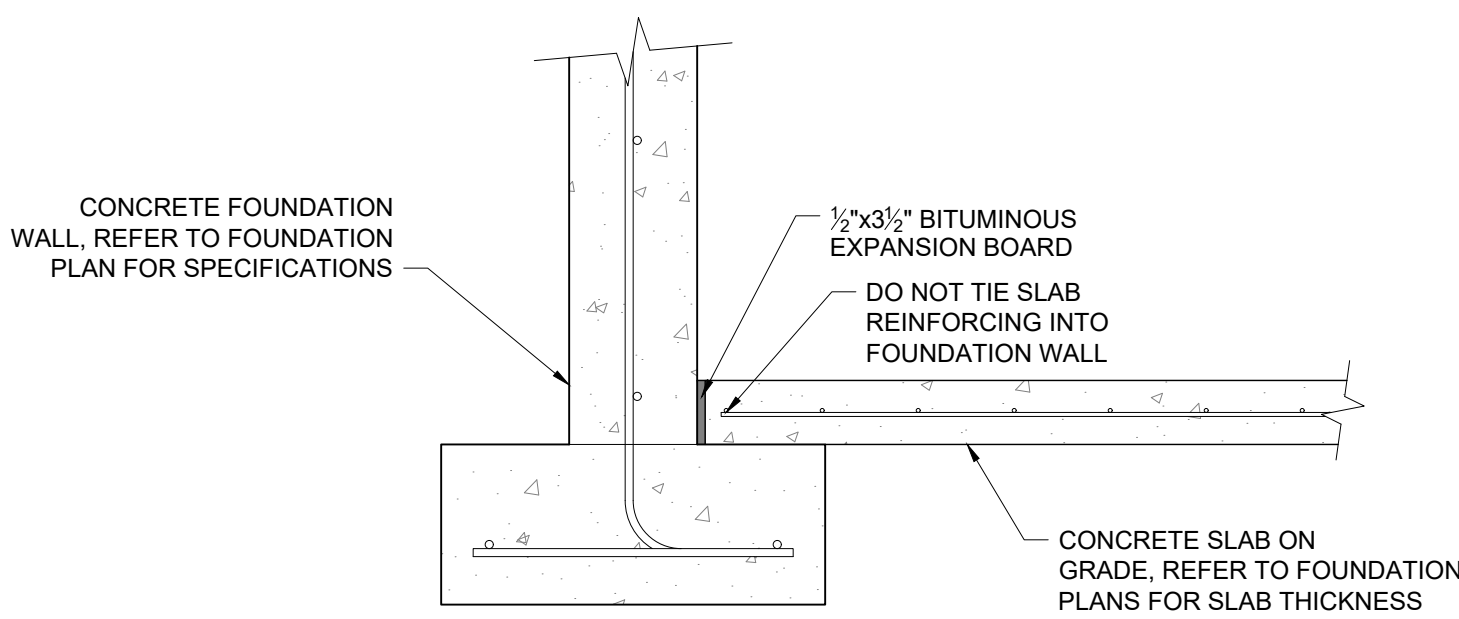


TYPICAL SLAB CONTROL JOINTS

SCALE: 1½"=1'-0"

MINIMUM REINFORCING BAR COVER DISTANCES		
LOCATION	COVER DISTANCE	NOTES
"A"	3" MINIMUM	FOR ALL REINFORCING BAR SIZES
"B"	2" MINIMUM	FOR #6 BAR THROUGH #18 BAR
"B"	1½" MINIMUM	FOR #5 BAR AND SMALLER
"C"	1½" MINIMUM	FOR #14 AND #18 BARS
"C"	¾" MINIMUM	FOR #11 BARS AND SMALLER
BEAMS AND COLUMNS	1½" MINIMUM	FOR PRIMARY REINFORCEMENT, TIES, STIRRUPS, AND SPIRALS

NOTE:
USE THE ABOVE MINIMUM COVER DISTANCES WHEN THE ACTUAL LOCATIONS ARE NOT SPECIFIED IN THE STRUCTURAL NOTES, SCHEDULES, OR STRUCTURAL DETAILS.

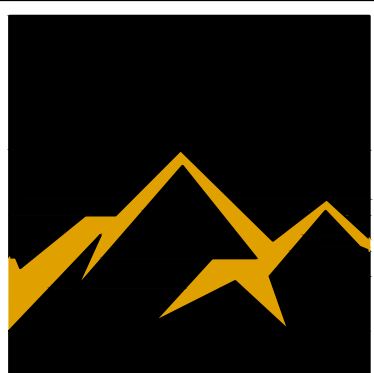


TYPICAL SLAB/FOUNDATION CONNECTION

SCALE: 1"=1'-0"

Sheet Index

Sheet Number	Sheet Title
S1.0	STRUCTURAL NOTES, SCHEDULES, AND TYPICAL DETAILS
S1.1	TYPICAL FRAMING DETAILS
S2.0	STRUCTURAL PLANS AND DETAILS



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PROJECT TITLE:
WELL CONTROL BUILDING
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EMPLOYEE HOUSING
TETONCOUNTY, WYOMING

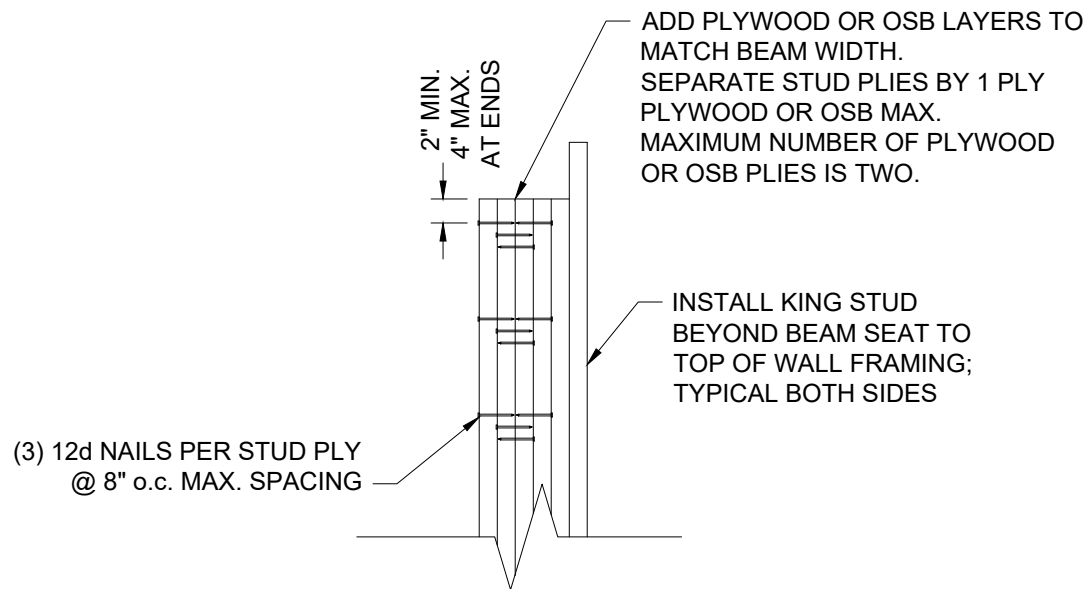
SHEET TITLE:
STRUCTURAL NOTES,
SCHEDULES, AND TYPICAL
DETAILS

DRAFTED BY:	KB
REVIEWED BY:	BB
PLAN VERSION	DATE
BID DOCUMENTS	04/24/2023

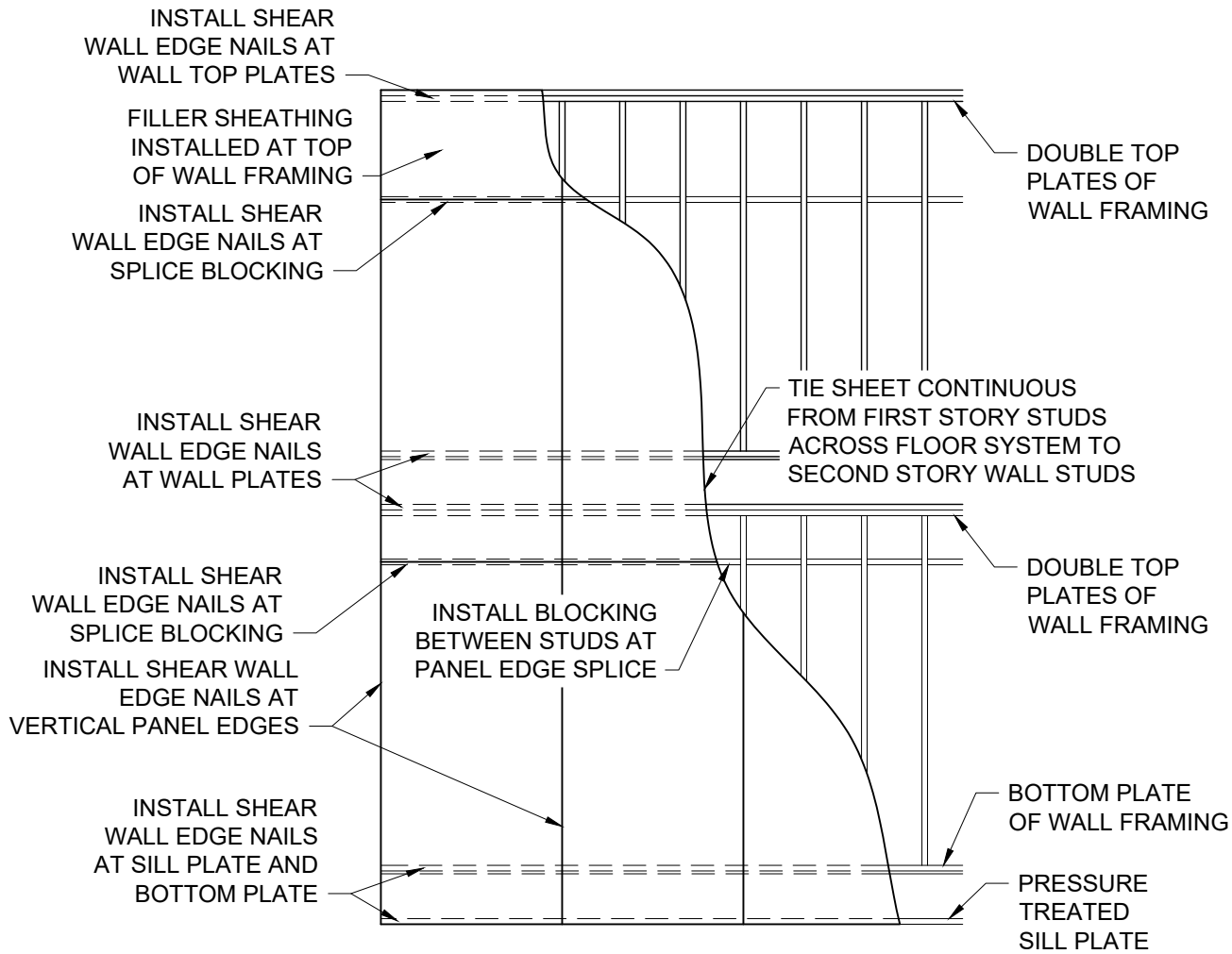
PROJECT NUMBER
22164

SHEET
S1.0

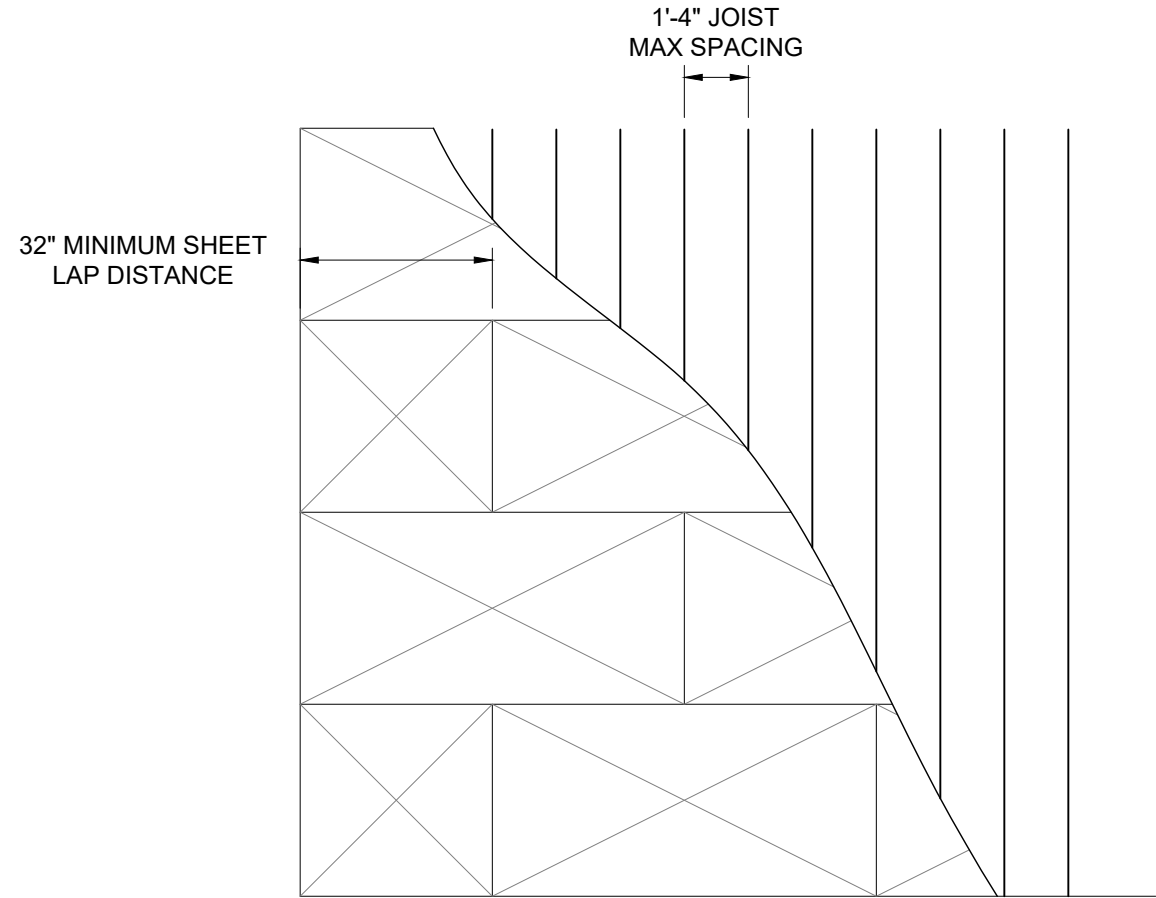
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TYPICAL BUILT-UP POST DETAIL
SCALE: 3/4"=1'-0"

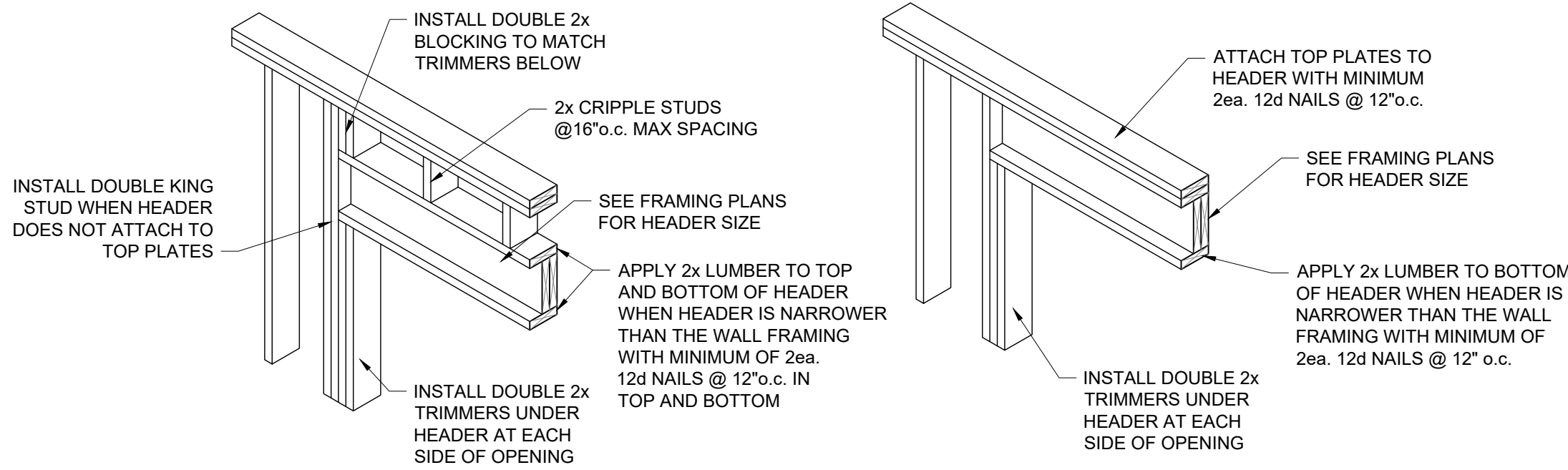


WALL SHEATHING DETAIL
SCALE: 1/4"=1'-0"

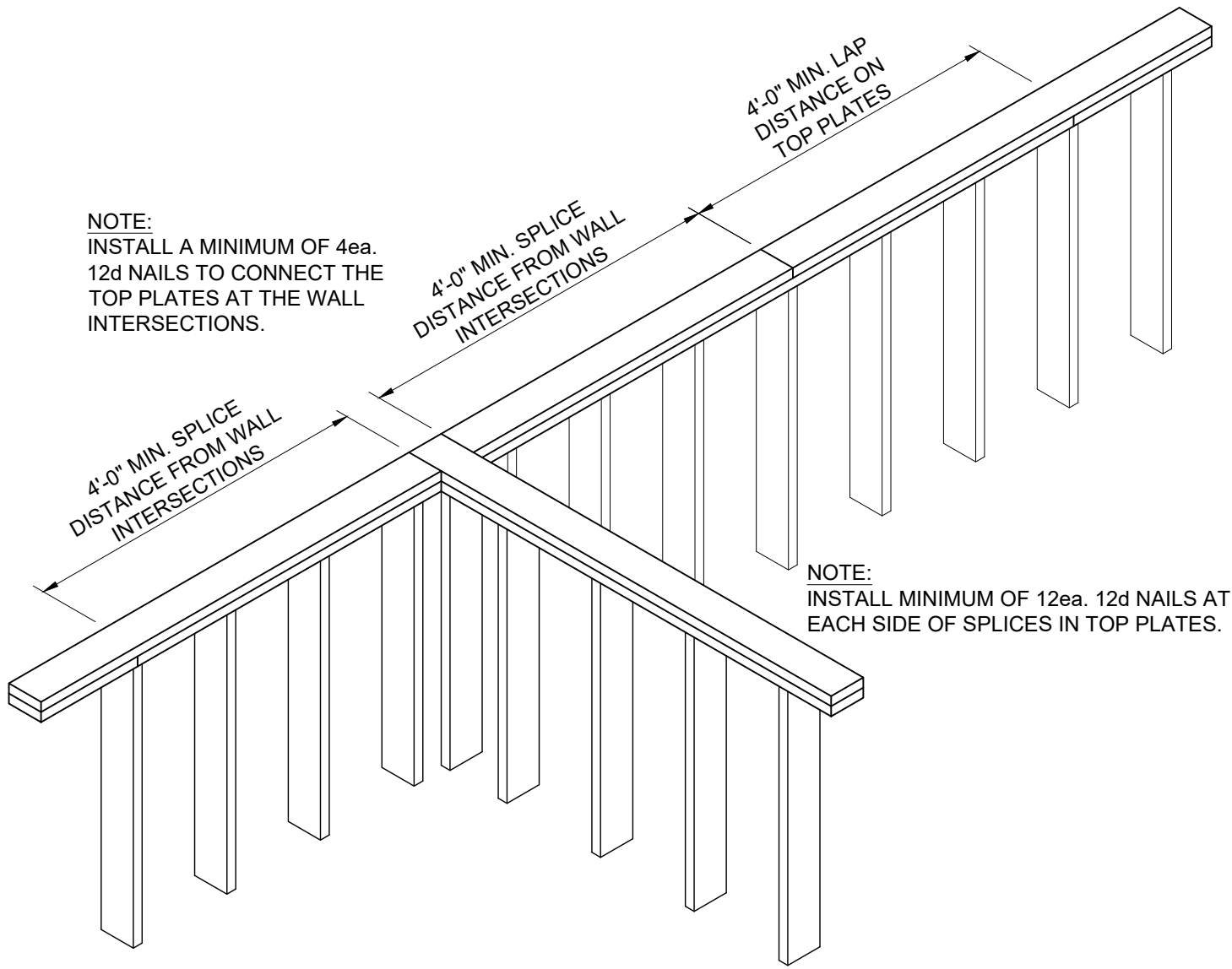


FLOOR SHEATHING DETAIL
SCALE: 1/4"=1'-0"

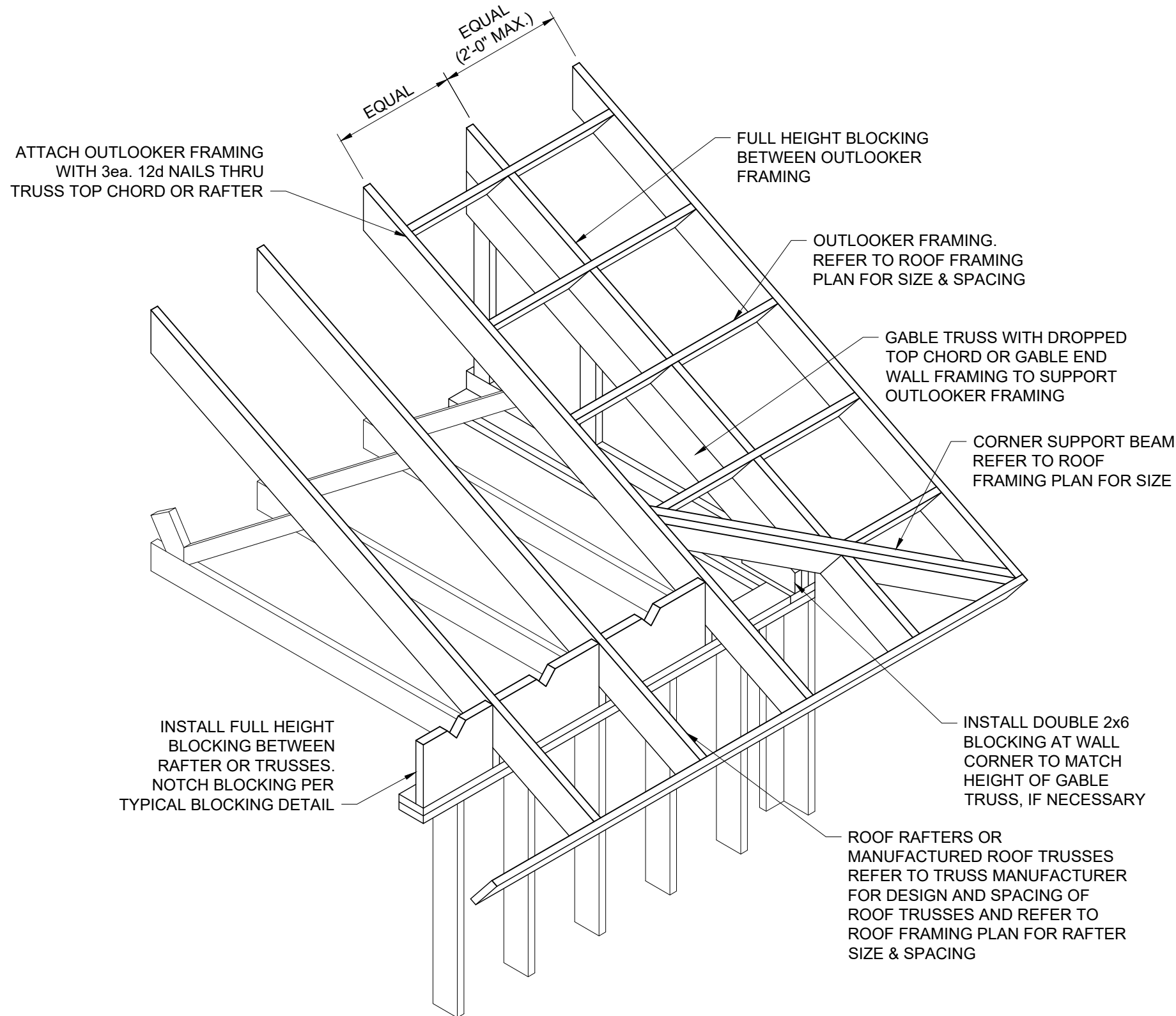
NOTE: FLOOR SHEATHING NAILING TO BE MINIMUM:
8d NAILS @ 4" EDGES & 8" INTERMEDIATE



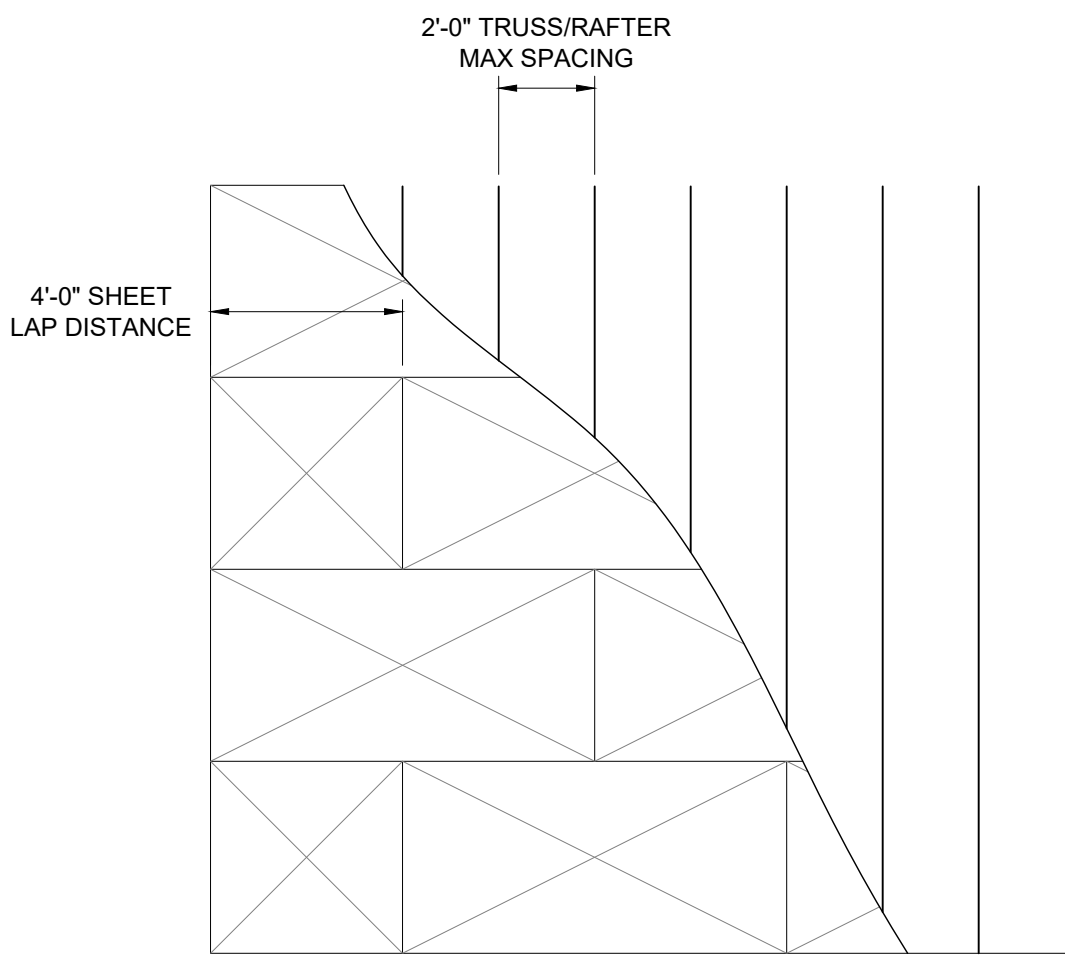
TYPICAL HEADER INSTALLATION DETAIL
SCALE: 1/2"=1'-0"
APPLICABLE TO OPENING UP TO 6'-0" WIDE



TYPICAL TOP PLATE SPLICE DETAIL
SCALE: 1/2"=1'-0"

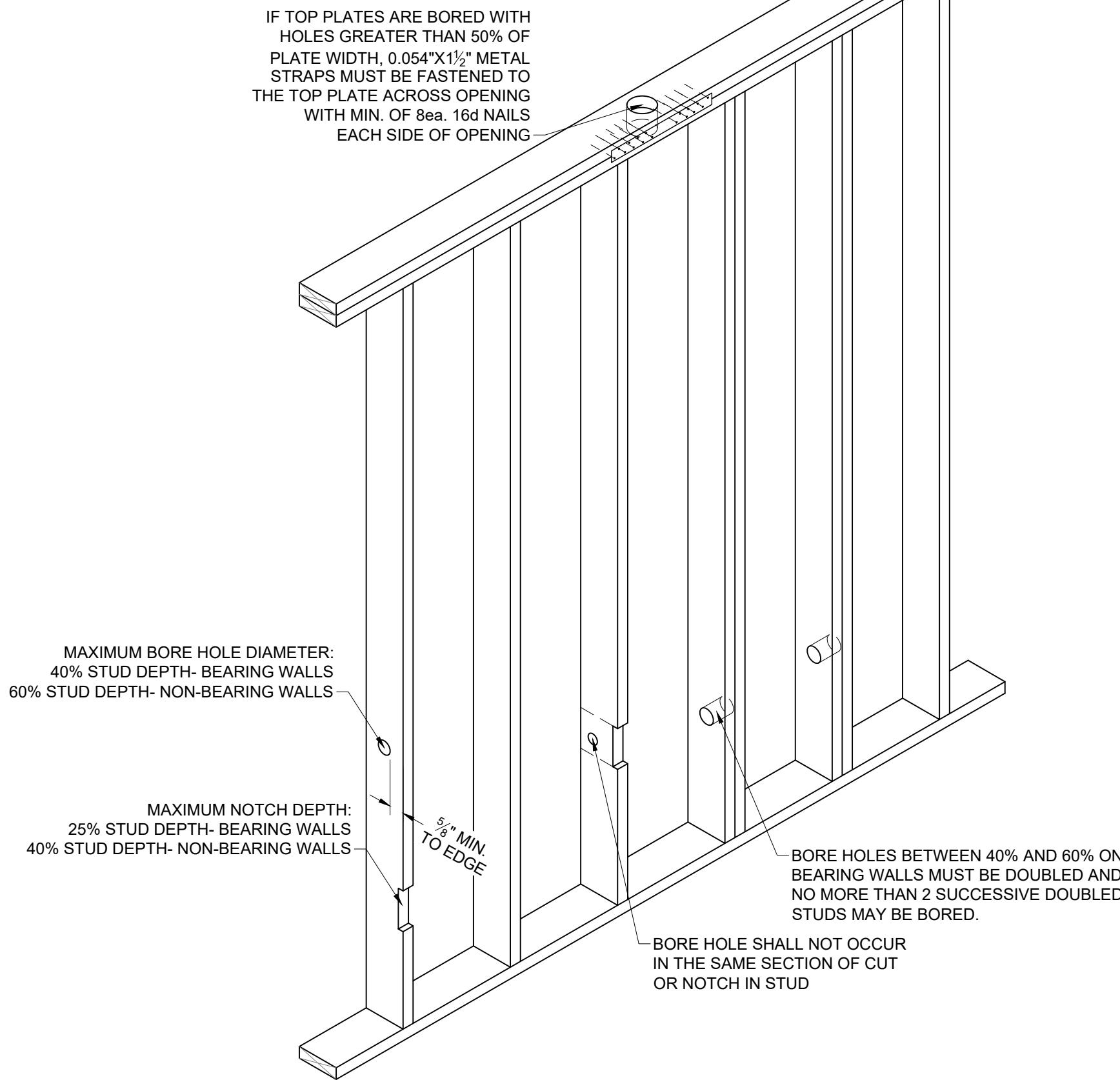


TYPICAL ROOF FRAMING
SCALE: 1/2"=1'-0"
@ OVERHANG CORNERS



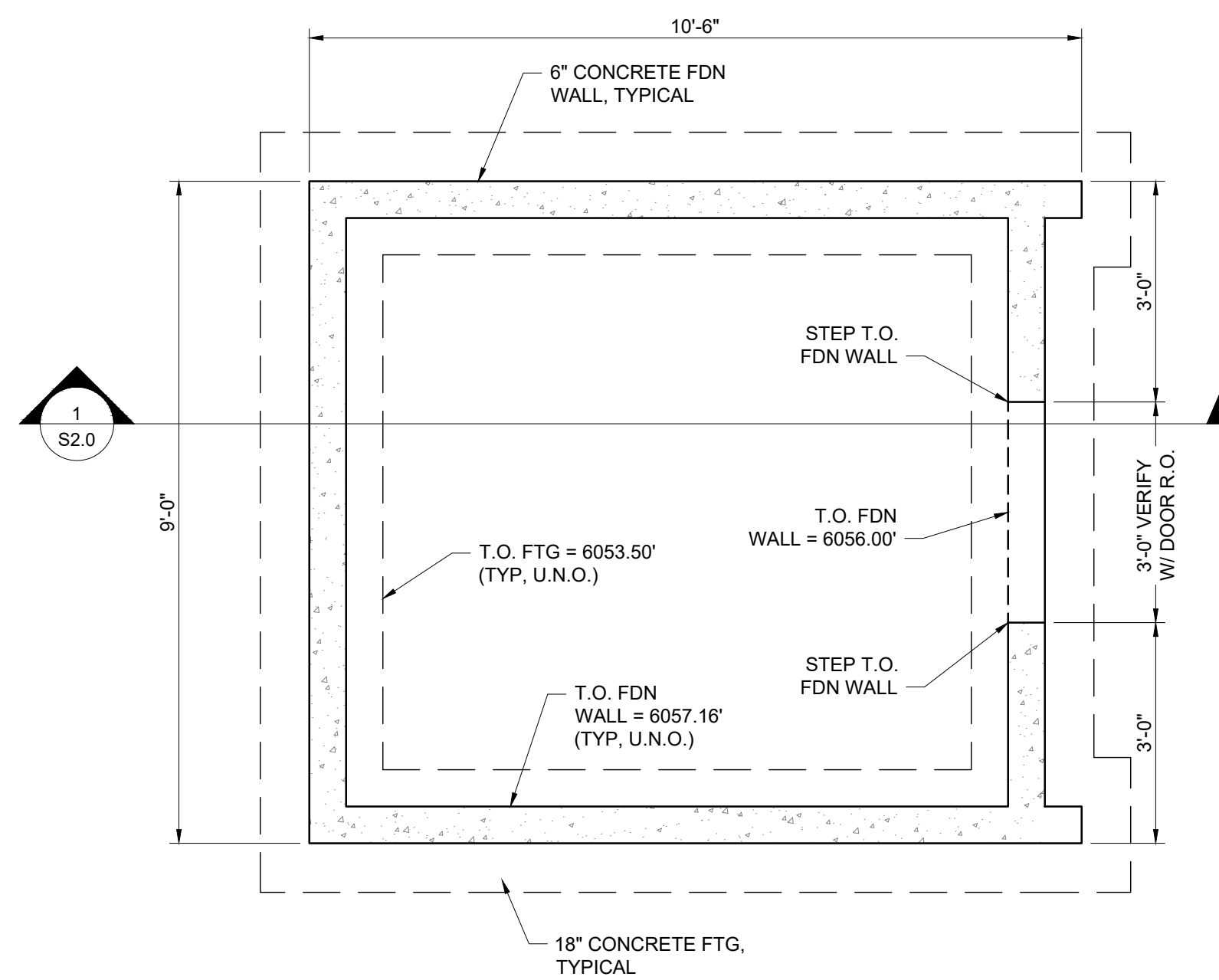
ROOF SHEATHING DETAIL
SCALE: 1/4"=1'-0"

NOTE: ROOF SHEATHING NAILING TO BE:
8d NAILS @ 4" EDGES & 6" INTERMEDIATE

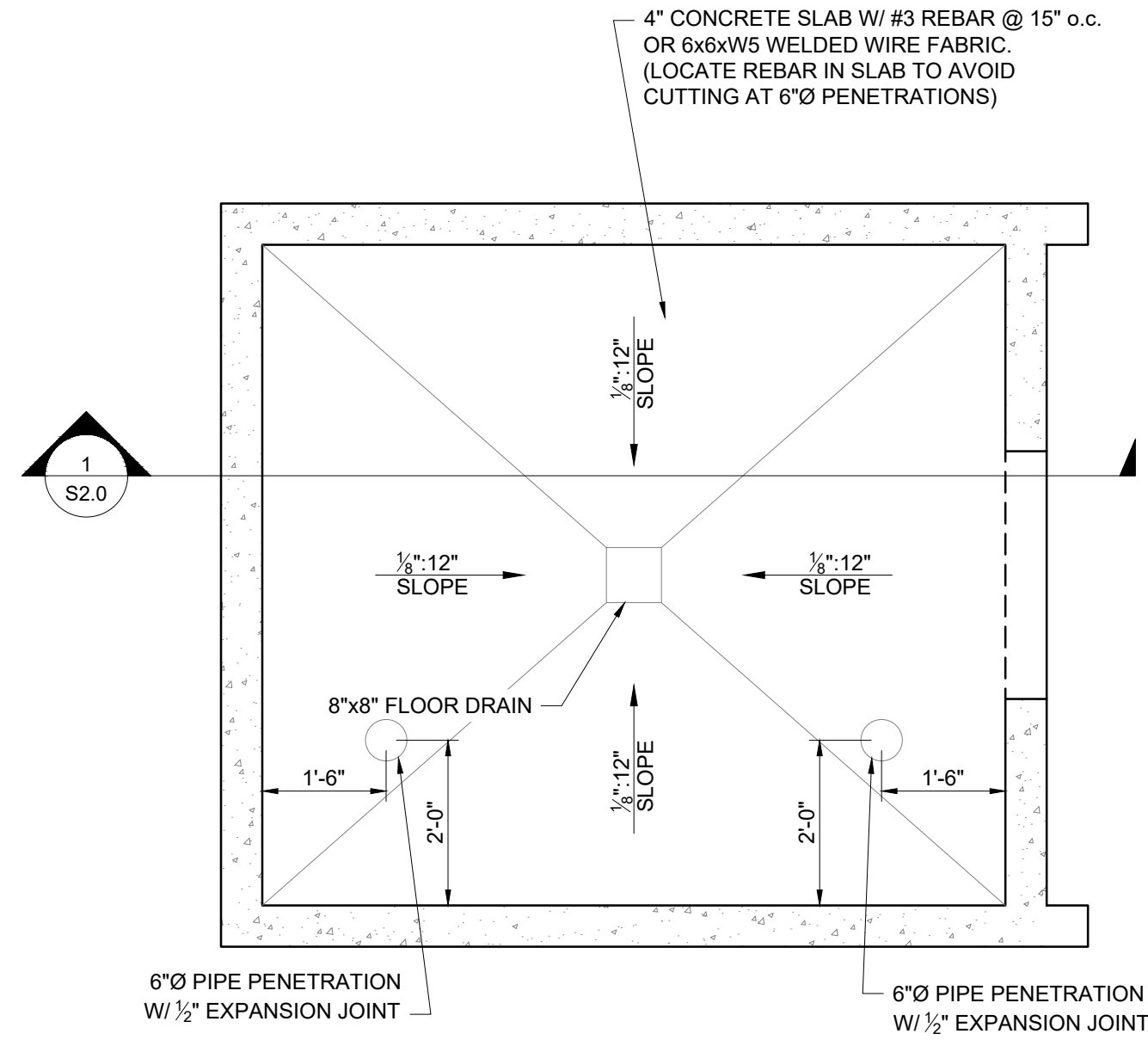


WALL FRAMING NOTCHING DETAIL
SCALE: 3/4"=1'-0"

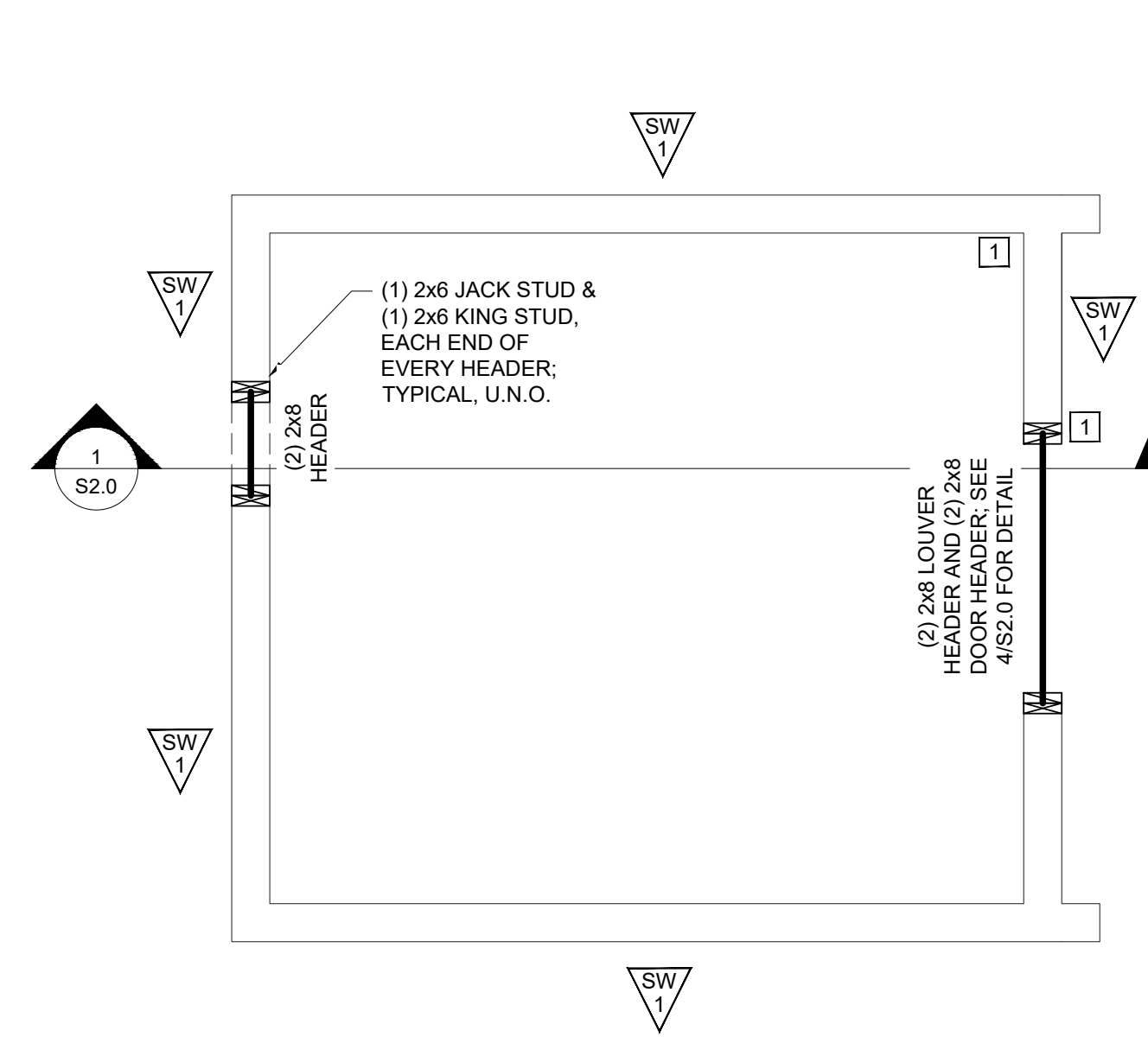
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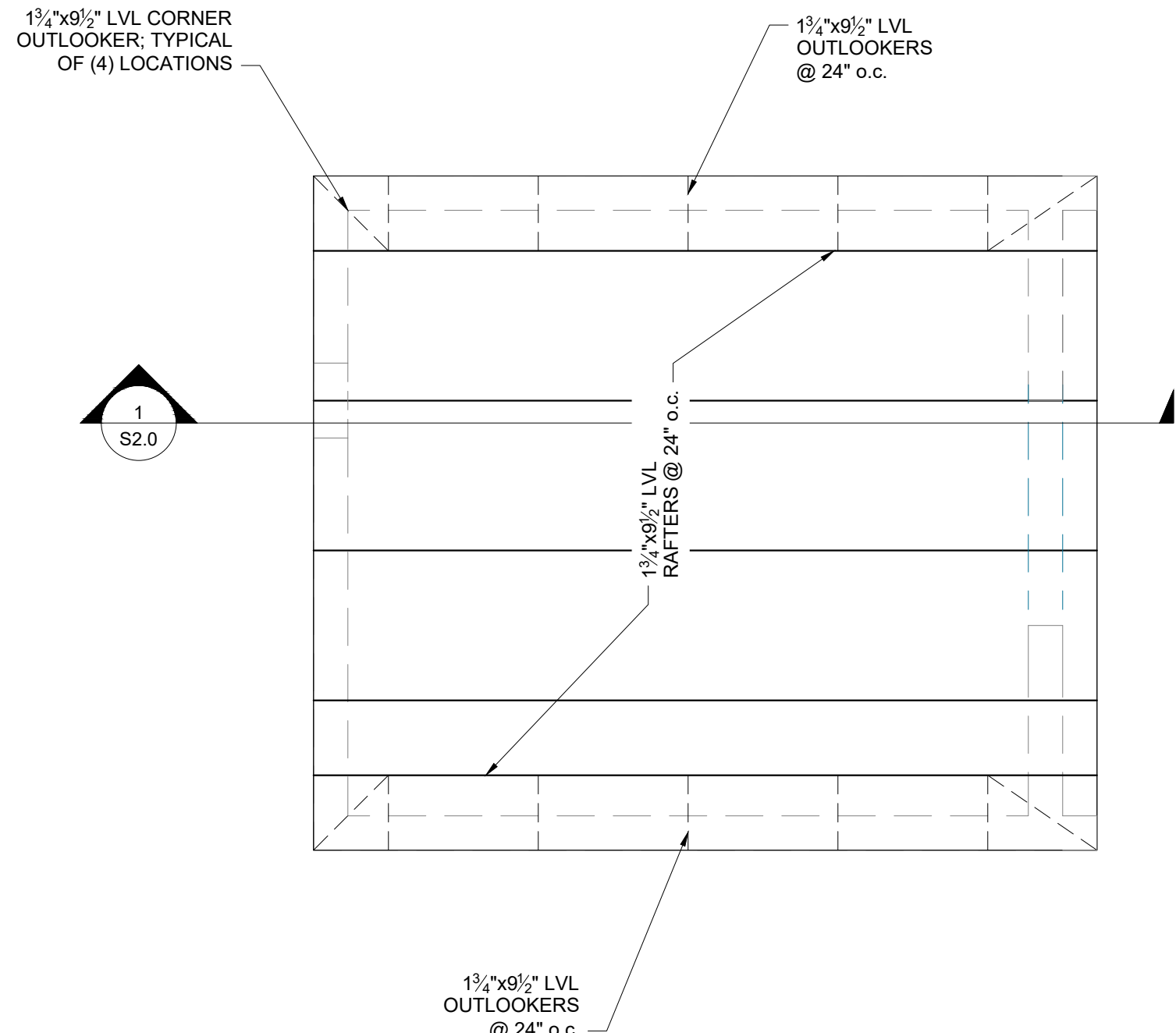
FOUNDATION PLAN
SCALE: 1/2"=1'-0"



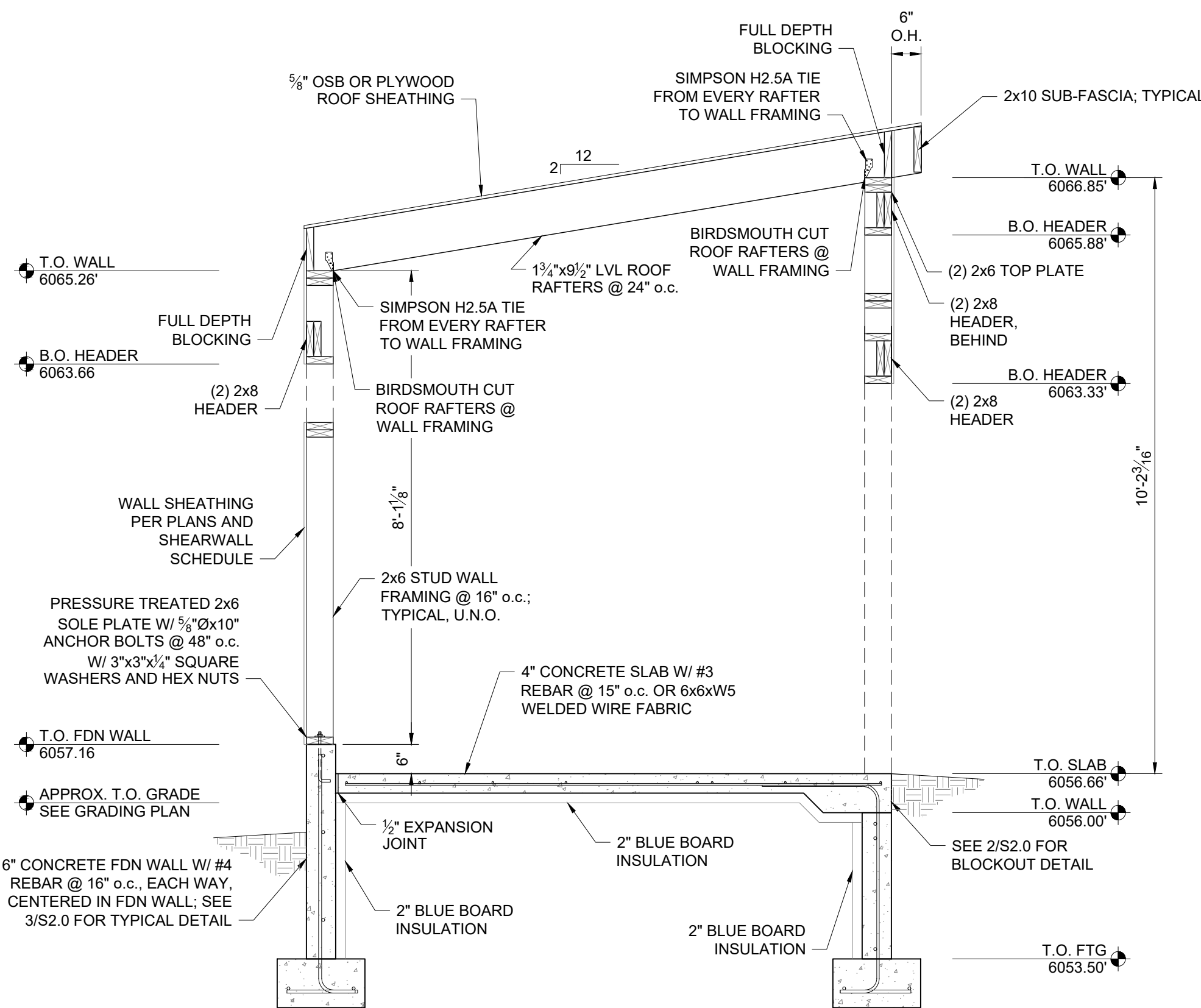
MAIN LEVEL FLOOR PLAN
SCALE: 1/2"=1'-0"



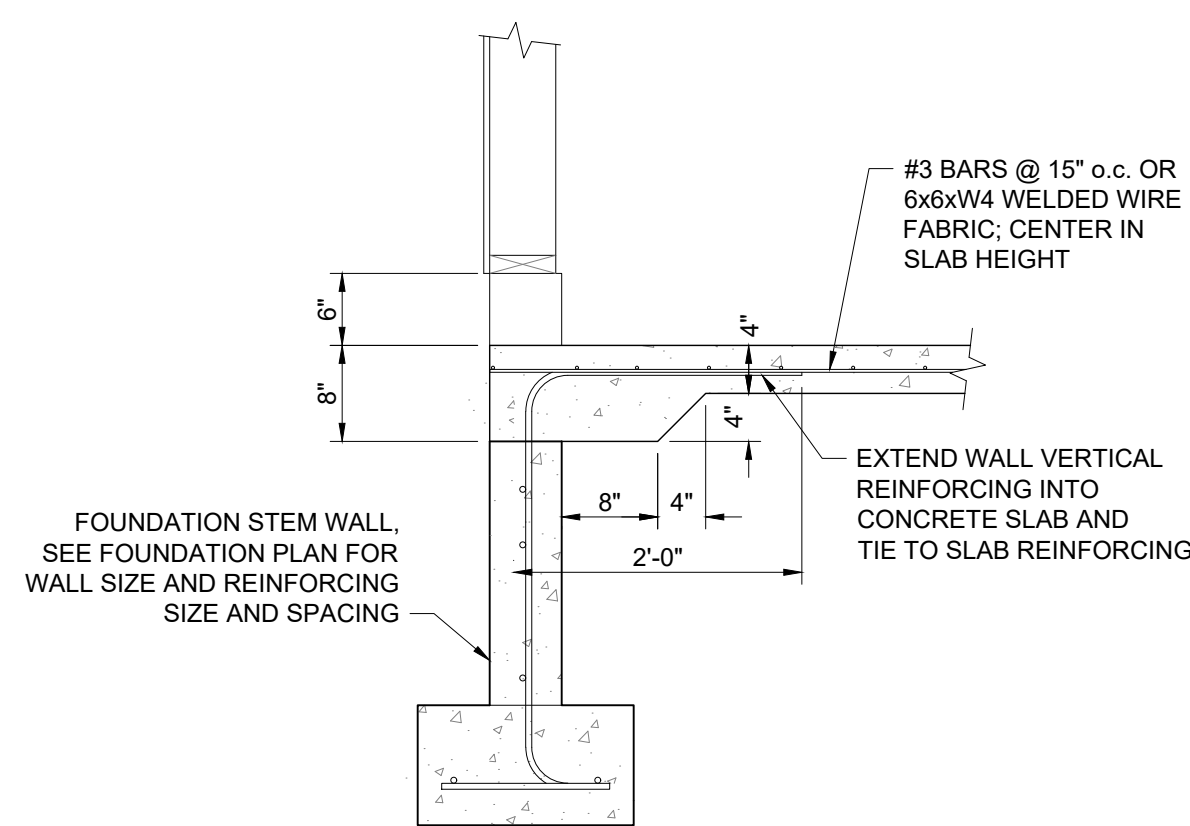
MAIN LEVEL FRAMING PLAN
SCALE: 1/2"=1'-0"



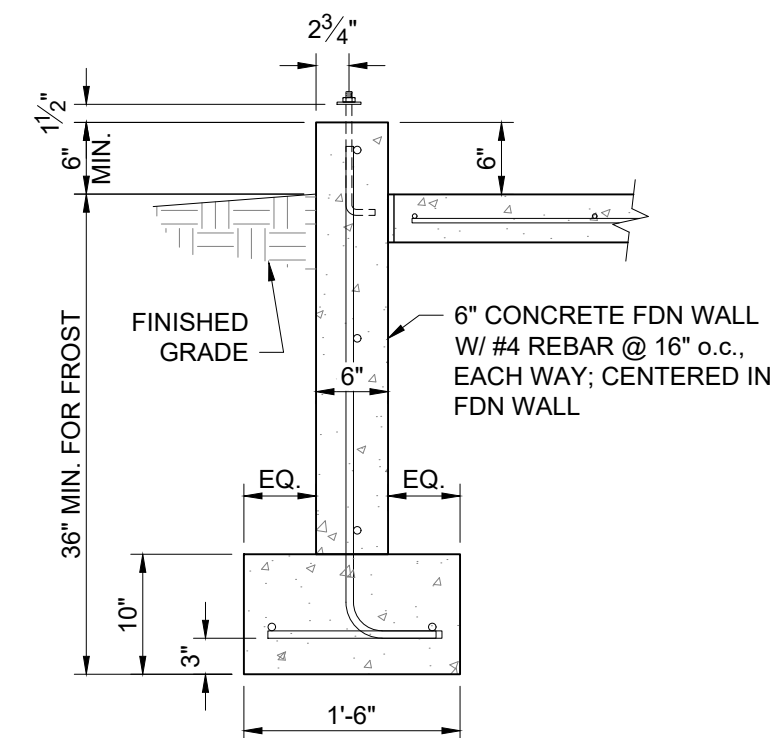
ROOF FRAMING PLAN
SCALE: 1/2"=1'-0"



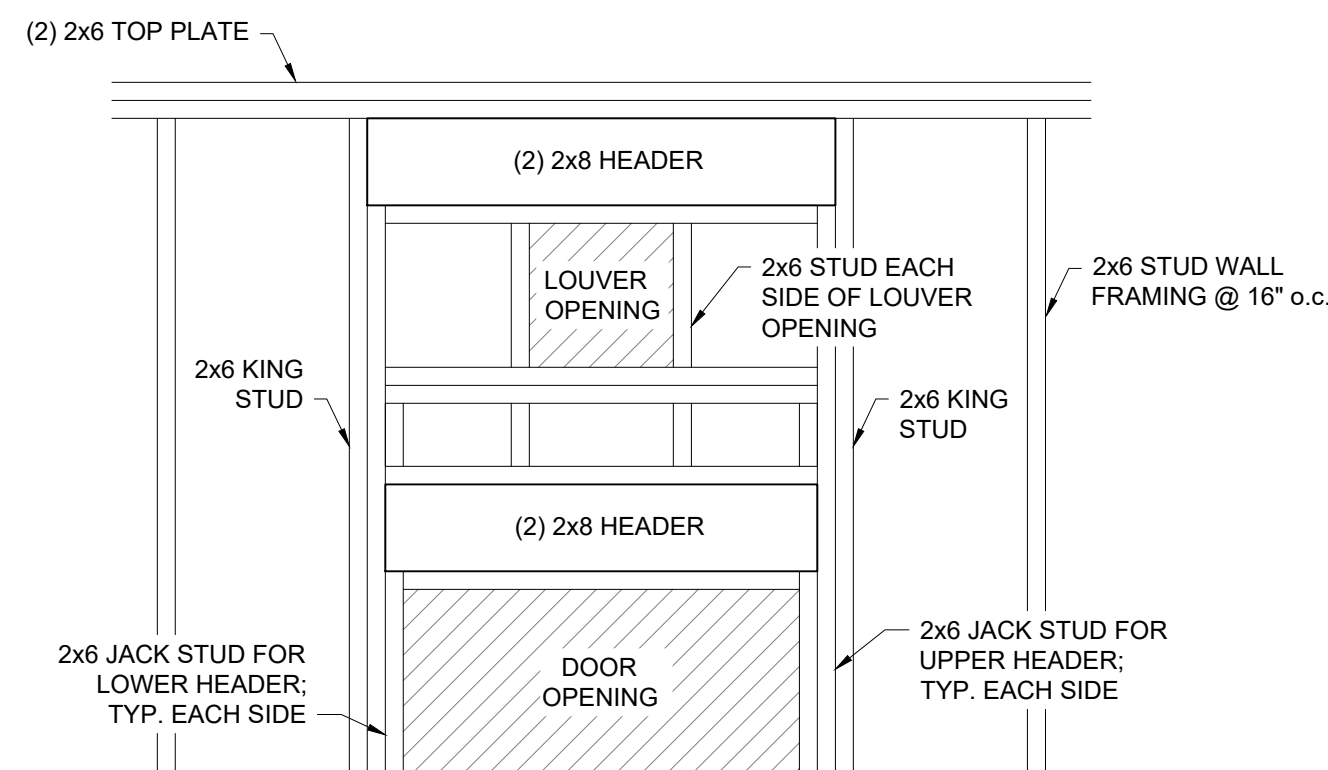
1 BUILDING SECTION
SCALE: 1/2"=1'-0"



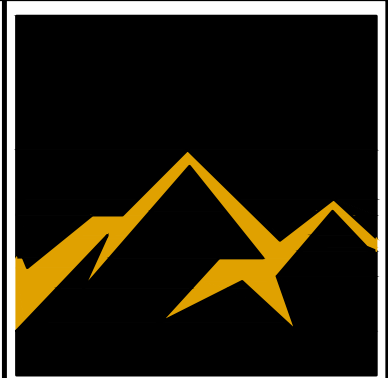
2 BLOCKOUT DETAIL
SCALE: 3/4"=1'-0"
@ WALK DOOR



3 TYPICAL FDN WALL DETAIL
SCALE: 3/4"=1'-0"



4 OPENING FRAMING DETAIL
SCALE: 3/4"=1'-0"



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SHEET TITLE:
**STRUCTURAL PLANS AND
DETAILS**

DRAFTED BY:	KB
REVIEWED BY:	BB
PLAN VERSION	DATE
BID DOCUMENTS	04/24/2023

PROJECT NUMBER	22164
SHEET	S2.0

**WASTEWATER TREATMENT FACILITIES CONNECTION AND USE AGREEMENT BETWEEN
THE TOWN OF JACKSON AND WYOMING GAME AND FISH DEPARTMENT**

This Wastewater Treatment Facilities Connection and Use Agreement ("**Agreement**") is made between the Town of Jackson, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 ("**Utility**") and Wyoming Game and Fish Department, an agency of the State of Wyoming, of 5400 Bishop Blvd. Cheyenne, WY 82006 ("**WGFD**").

RECITALS

WHEREAS, the Utility is the owner and operator of a wastewater treatment plant and associated facilities, including wastewater collection and interceptor mains ("**Utility Wastewater System**"), and by means of these facilities makes wastewater collection and treatment services available to residents of the Town of Jackson and, in some instances, to adjacent or nearby areas of Teton County, Wyoming; and

WHEREAS, the Town of Jackson Municipal Code, as amended, provides that the Utility has exclusive control and management of the Utility Wastewater System, has exclusive management and control of such System as provided to all users within the Town of Jackson and those voluntarily electing to connect, but lying outside the corporate limits of the Town of Jackson, and has the authority, from time to time, to make such rules and regulations as are necessary for the complete management and control of the Utility Wastewater System; and

WHEREAS, Town of Jackson Municipal Code, as amended, provides, further, that the Utility shall not be responsible for the maintenance, repair, or operation of sewer services, service laterals, or any of their appurtenant elements extending from the outside diameter of the Utility Wastewater System to the point of use; and

WHEREAS, WGFD owns the properties located outside the Town of Jackson legally described as:

PT.W1/2SW1/4,SE1/4SW1/4, SEC. 27; N1/2SE1/4, SE1/4SE1/4, N1/2SW1/4, LOTS 1-2-3, SEC. 28; LOTS 1-2-3, N1/2SE1/4, NE1/4SW1/4, SEC. 29; LOT 1,SEC. 33; PT. LOTS 1 & 6, SEC. 34, TWP. 40, RNG. 116 623.55 AC. SOUTH PARK

with a street address of 5475 S Highway 89; PIDN: 22-40-16-27-3-00-003 ("**Property**"), upon which it is developing housing for WGFD employees pursuant to Teton County Development Plan; and

WHEREAS, on March 20, 2023, the Utility and the Teton County School District No. 1 ("**TCSD**") executed a *First Amended and Fully Restated Wastewater Treatment Facilities Connection and Use Agreement for the Teton County School District Sewer Connection* ("**TCSD Connection and Use Agreement**") to formalize procedures between the Utility and the TCSD for sewer connection and wastewater treatment, as well as to clarify the terms and conditions under which any owner of property not expressly permitted via the TCSD Connection and Use Agreement may connect to the Utility Wastewater System through TCSD owned infrastructure (collectively the "**TCSD Wastewater Conveyance System**");

WHEREAS, on February 26, 2024, the Jackson Town Council voted to approve WGFD's request for wastewater service from the Utility for 12 three-bedroom and 1 four-bedroom unit with an average wastewater production of 2,750 gallons per day, a maximum of 5,250 gallons per day, and a maximum pump discharge rate of 150 gallons per minute as set forth in Town of Jackson application E24-0001, ("**Approved Development**"), subject to conditions of approval, all of which is memorialized in the public record, to be connected to the Utility Wastewater System via the TCSD Wastewater Conveyance System.

NOW THEREFORE, in consideration of the foregoing Recitals, which expressly are hereby made a part of this Agreement, it is hereby agreed by and between the parties as follows:

1. Permission to Connect to the Utility Wastewater System.

- A. Utility hereby authorizes WGFD to connect its collection and conveyance system (“**WGFD Wastewater System**”) to the Utility Wastewater System. Service shall be provided via the TCSD Wastewater Conveyance System, all as more particularly described and set forth in Exhibit 1 attached hereto and made a part hereof by this reference.
- B. This Agreement is exclusive to the one connection set forth in Exhibit 1. WGFD has no right to additional wastewater connections for itself nor to increase its wastewater connection service size.
- C. WGFD may not allow any party to connect to the WGFD Wastewater System as a means of connecting to the Utility Wastewater System absent advance, written request and approval from the Utility.

2. Agreement to Treat Wastewater.

- A. Utility hereby agrees to provide sanitary sewer services to WGFD for the Property for the Approved Development pursuant to the terms and conditions set forth herein, ordinances of the Town of Jackson, the Wyoming State Statutes.
- B. Notwithstanding the foregoing, the Utility may, in its sole discretion, interrupt or reduce wastewater treatment service due to:
 - i. System emergencies; or
 - ii. In order to install equipment, make repairs, replacements, investigation, and inspections; or
 - iii. Perform maintenance work on the Utility Wastewater System.

3. WGFD Responsibilities.

- A. WGFD is subject to and responsible for compliance with the applicable terms and conditions of the TCSD Connection and Use Agreement, via which it is connecting to the Utility Wastewater System as a Connectee (as defined in that Agreement). For avoidance of doubt, if there is a conflict with respect to the duties of WGFD between this Agreement and the TCSD Connection and Use Agreement, the term in this Agreement shall be adhered to.
- B. WGFD is solely responsible for paying all costs and expenses associated with the design, construction, use, operation, maintenance, and repair of the WGFD Wastewater System, as well as all costs of connecting and maintaining the connection of the WGFD Wastewater System to the TCSD Wastewater Conveyance System.
- C. WGFD must apply for, receive, and maintain compliance with all necessary permits to construct and operate the WGFD Wastewater System from the Wyoming Department of Environmental Quality (“**DEQ**”) prior to connection to the TCSD Wastewater Conveyance System (the “**DEQ Permit**”). The DEQ Permit does not relieve WGFD from any duty to obtain and maintain any other permit or authorization that may be required by any provision of federal, state, or local codes and ordinances; nor does it permit violation of any section of federal, state, or local codes and ordinances.
- D. In the event of any damage, infiltration, contamination, or intrusion to the WGFD Wastewater System, WGFD shall promptly notify the Utility of the event; advise the WGFD of the measures WGFD is taking to remedy the problem(s); complete all repairs within a reasonable timeframe; and notify the Utility when all such repairs have been completed.
- E. Should the Utility be notified by state or federal agencies with jurisdiction over the Utility Wastewater System, that the WGFD Wastewater System or this Agreement is out of compliance with law, regulations, permits, reporting, or deficient in a like way, WGFD shall timely and fully cooperate with the Utility to remedy the compliance or deficiency issue, up to and including, disconnection. All parties shall pay the costs for their own systems.

4. Wastewater Rates, Charges, and Fees.

- A. The wastewater rates, charges, and fees for WGFD shall be in accordance with the standard service policies and user rates established by the Utility via ordinance and in accordance with Wyoming State Statutes, including that wastewater rates, charges, and fees are subject to change, and the changes thereto are applicable to WGFD.
- B. It is acknowledged and agreed that the Property is outside the Town of Jackson corporate limits, and consistent with Wyoming State Statutes, WGFD may be subject to different rates, charges, and fees than those within the corporate limits of the Town.
- C. *Wastewater Capacity Fee.* Prior to connection to the Utility Wastewater System, WGFD must pay a non-refundable Wastewater Capacity Fee for the Approved Development that runs with the land. Such Capacity Fee will be paid in accordance with Jackson Municipal Code in effect at the time the Town issues the permit for such connection. If in the future the Property is approved for development in addition to the Approved Development and that additional development requires additional connection(s) and/or an increase its wastewater volume or connection service size, WGFD will be assessed additional Wastewater Capacity Fees, which fee will be paid in accordance with the Jackson Municipal Code in effect in the Jackson Municipal Code at the time the Town issues the permit for such connection.
- D. *Wastewater Line Service Costs (Connection Costs).* Prior to and during connection to the Utility Wastewater System, WGFD may be charged costs to connect to or tap into the Utility Wastewater System. Such costs will be paid in accordance with the Jackson Municipal Code, as it may be amended from time to time, at the time the time the Town issues the permit for such connection.
- E. *Recurring Wastewater Rates.* WGFD is a Connectee of TCSD and will pay wastewater rates in accordance with WGFD's Agreement with TCSD. WGFD is not a customer of the Utility and will not be billed by the Utility.
 - i. *Base Charge.* Not Applicable.
 - ii. *Volume Rate.* WGFD must pay for its wastewater volume in accordance with their wastewater class, as the class is determined in the sole discretion of the Utility and pursuant to the Jackson Municipal Code, as the same may be amended from time to time.
 - iii. *Metering.* All wastewater volume from the Approved Development shall be measured based on a wastewater meter. TCSD and WGFD shall be responsible for reading the wastewater meter and conveying that reading to the Utility monthly. The Utility retains the right, and is granted access to the WGFD property, to read the wastewater meter or water supply meter at reasonable times. WGFD may be required by Utility to meter or verify wastewater volumes utilizing the water supply master meter.
- F. *Invoicing.*
 - i. The Town of Jackson will not invoice WGFD and will not invoice individual units within the Approved Development. It is understood and acknowledged by WGFD that it will be directly billed by TCSD.
 - ii. Invoicing for WGFD will be by TCSD in accordance TCSD Connection and Use Agreement.

5. Design and Construction.

- A. WGFD shall employ a Wyoming licensed professional engineer for the design and permitting of the WGFD Wastewater System. The design must provide a wastewater meter on its force main. This meter may be used by the Utility, WGFD, or TCSD to verify wastewater volumes.
- B. The water supply to the Approved Development shall be master metered.
- C. The construction and quality control testing shall be monitored by a Wyoming licensed professional engineer responsible for verifying that construction conforms to the project plans and specifications. Inspection reports and test results shall be submitted to the Utility weekly during construction and upon completion of construction, and prior to the Town Engineer's final inspection.

- D. Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the improvements and property boundaries, GIS Shape files with metadata and in any other format deemed suitable by the Town Engineer.
- E. WGFD is solely responsible for construction of the WGFD Wastewater System to the point of connection to the TCSD Wastewater Conveyance System.
- F. WGFD shall follow the more stringent of the International Plumbing Code, DEQ, or the Utility's standards that apply to applicable construction, as reasonably interpreted by the Town Engineer. The Utility shall be contacted and will complete a final inspection of the new system installation prior to any discharge to the TCSD Wastewater Conveyance System.

6. Inspections and Notifications.

- A. Upon reasonable notice to WGFD, which notice shall include reasonable proof of contamination, infiltration, or intrusion, the Utility may require inspection and testing by WGFD of the WGFD Wastewater System for the purpose of investigating contamination, infiltration, or intrusion and providing a report by a Wyoming licensed professional engineer. Such testing and inspection pursuant to this paragraph shall be at WGFD's expense.
- B. Upon reasonable notice to WGFD, the Utility shall be granted access to the WGFD Wastewater System for the purpose of inspecting and testing the infrastructure, and for the purpose of monitoring the wastewater flow and strength. All such testing shall be at the Utility's expense.
- C. WGFD shall notify the Utility prior to any modifications to the WGFD Wastewater System.
- D. Utility shall have not less than forty-eight (48) hours' notice to inspect all new connections or modifications to the WGFD Wastewater System. The Utility, by such inspection, shall not be responsible for any aspect of any new or modified line, without limitation.

7. Septic, Hazardous, and Unapproved Materials Prohibited.

- A. Septic system waste, hazardous materials, or other unapproved substances shall not be introduced into the WGFD Wastewater System or the Utility Wastewater System without prior written approval from the Town Engineer.

8. WGFD Voluntary Termination.

- A. WGFD has the right to voluntarily terminate this Agreement at any time upon six (6) months' written notice to the Utility of its intent to terminate. At the expiration of the notice period, WGFD shall disconnect the WGFD Wastewater System from the Utility Wastewater System within thirty days. WGFD shall notify the Utility in writing of the date disconnection occurred and shall be responsible for all costs associated with the physical termination and disconnection from the Utility Wastewater system.

9. Annexation.

- A. WGFD shall cooperate in the process of annexation of the Approved Development conducted in accordance with State Statutes, without waiving its rights under the law.
- B. It is acknowledged and agreed by the parties that notwithstanding such annexation, the WGFD Wastewater System shall remain owned by WGFD and, in accordance with the terms of conditions herein, shall solely, at its cost, be operated, maintained, repaired, and replaced by WGFD.

10. Liability; Indemnifications.

- A. Utility shall not have any responsibility or liability for construction, maintenance, or repair of any portion of the WGFD Wastewater System.
- B. In the event that performance of this Agreement is prevented, or interrupted, or service is interrupted or discontinued to WGFD for any reason beyond control of the Utility, WGFD agrees that there shall be no responsibility or liability on the part of the Utility for failure to perform or provide such service.

11. Violation; Enforcement.

- A. WGFD hereby acknowledges that a violation of Title 13 of the Jackson Municipal Code constitutes a violation of this Agreement and may be enforced pursuant to the remedies available in this section.
- B. This Agreement may be enforced by either party by an action at law or in equity, specifically including extraordinary remedies of specific performance and injunctive relief. In the event a party shall be required to bring an action to enforce its rights pursuant to this Agreement, the prevailing party in such controversy shall be entitled to recover, in addition to any and all other relief, all costs, including a reasonable sum for attorney's fees incurred.

12. Notice.

Any notice required or authorized to be given hereunder shall be deemed to have been given three (3) business days after deposit in the United States mail, certified mail, postage pre-paid, and addressed as follows:

Town:

Town of Jackson
Attn: Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001
clerk@jacksonwy.gov

WGFD:

Wyoming Game and Fish Department
5400 Bishop Blvd.
Cheyenne, WY 82006
sean.bibbey@wyo.gov

All notices hereunder shall include a courtesy copy sent via email to the email address provided above.

13. Miscellaneous Provisions.

- A. *Entire Agreement; Amendment.* The parties agree that this Agreement, consisting of eight (8) pages, and Exhibit 1, consisting of _____, reflects the entire agreement between the parties as to the subject matter hereof and may be amended anytime by agreement of the Parties, which shall be effective when in writing and duly executed by both parties.
- B. *Waiver.* A waiver by either party regarding the breach of any of the provisions of this Agreement shall not bar the right of the other party to enforce the terms of this Agreement.
- C. *Assignment.* This Agreement shall not be assigned or transferred.
- D. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless terminated upon written agreement by the parties, or their heirs, legal representatives, and successors.
- E. *Recitals Part of Agreement.* The representations, covenants and recitations set forth in the Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein.
- F. *Severability.* If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- G. *Additional Documents and Acts.* Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.
- H. *Recordation.* The parties agree that this Agreement shall be recorded in the land records of the Office of the Teton County Clerk, Teton County, Wyoming against each of the lots being served by the Utility. WGFD shall pay all recording fees.
- I. *Counterpart Signature; 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.

- J. *Governing Law, Jurisdiction, Construction.* This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Wastewater Agreement, and consent to the jurisdiction of the courts of the State of Wyoming. This Wastewater 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.
- K. *Sovereign Immunity and Limitations.* Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WGFD expressly reserve sovereign immunity by entering into this Agreement and the Utility expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- L. *Availability of Funds.* The payment obligation of WGFD is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available, the Contract may be terminated by either party. WGFD shall notify the Utility at the earliest possible time of a shortage of funds. No penalty shall accrue to WGFD in the event this provision is exercised, and WGFD shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

IN WITNESS WHEREOF, this Agreement shall be effective as of the last date signed below.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

WYOMING GAME AND FISH DEPARTMENT,
An agency
of the State of Wyoming

BY: _____

DATE: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____ as the
_____ of Wyoming Game and Fish Department, this _____ day of _____, 2024.

Witness my hand and official seal.

Notary Public

My commission Expires:

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Joshua M. Brackett, Assistant Attorney General

Date

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

BY: Hailey Morton Levinson, Mayor

DATE: _____

ATTEST: Riley Taylor, Town Clerk

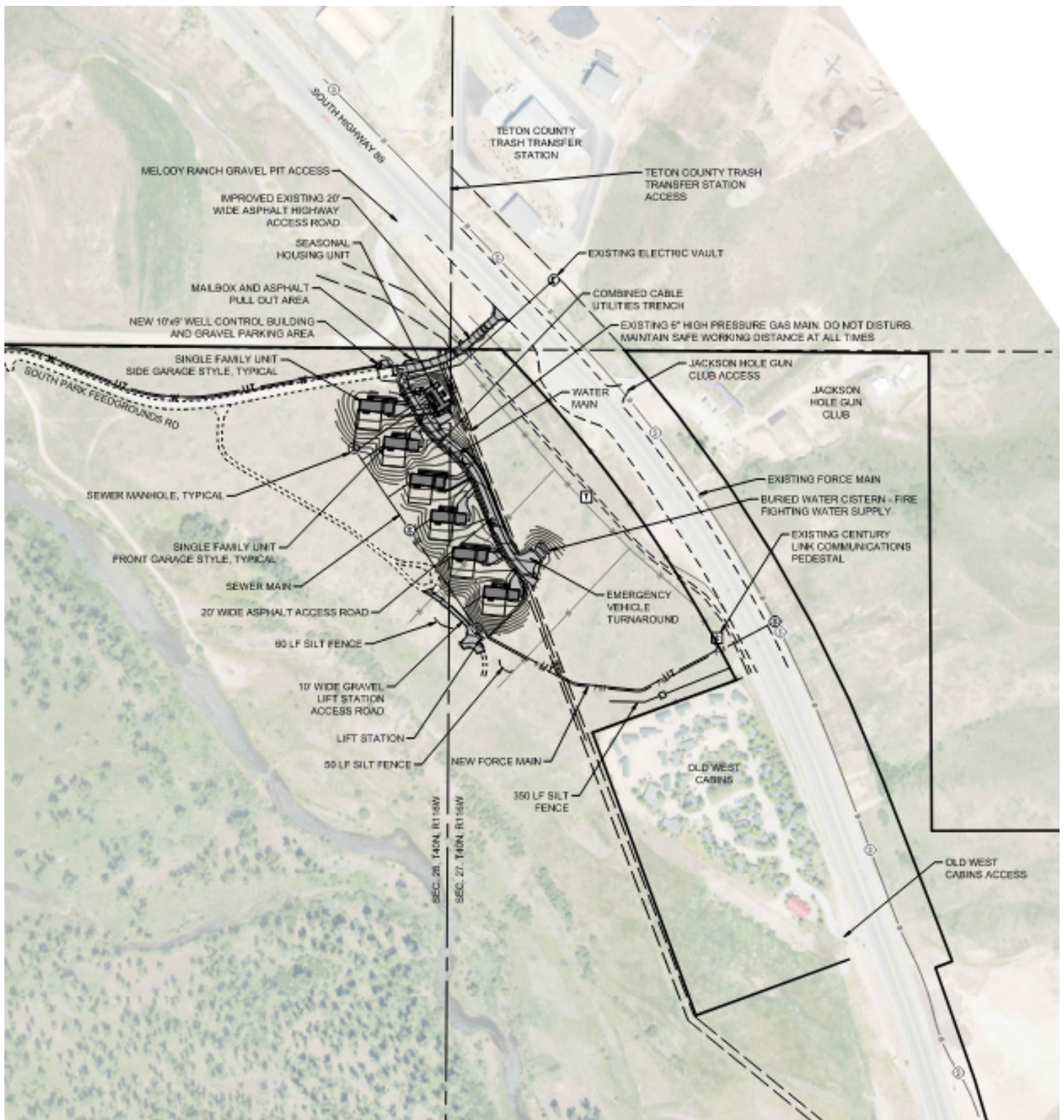
STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson and Riley Taylor, as the Mayor and Town Clerk, respectively, of the Town of Jackson this ____ day of _____, 2024.

Witness my hand and official seal.

Notary Public

My commission Expires:



DRAFT
 EXHIBIT 1
 TO
 CONNECTION AND USE AGREEMENT

STAFF REPORT



Meeting Date:	March 18, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	Westbank Sanitation Franchise Renewal	Public Comment:	Consent - Yes

Purpose & Policy Considerations.

Franchise agreements are entered into by ordinance and require Mayor and Council approval on three readings.

Requested Action.

Staff requests Council provide direction to staff to work with Westbank Environmental Services, LLC dba Westbank Sanitation (Westbank Sanitation) to place an updated waste hauling franchise ordinance with Westbank Sanitation on the agenda for first reading at the April 15, 2024 regular Town Council meeting.

Recommendations.

Staff recommends Council direct staff to work with Westbank Sanitation to place an updated waste hauling franchise ordinance with Westbank Sanitation on the agenda for first reading at the April 15, 2024 regular Town Council meeting.

Background.

The current waste hauling franchise agreement with Westbank Sanitation expires May 27, 2024. Westbank Sanitation last entered into a franchise agreement with the Town of Jackson in 2014 for a 10-year term. Since then, two new sections have been added to the standard template for waste hauling franchises. These are:

- Section 10 Bear-Resistant Trash Cans. Grantee acknowledges and recognizes that the Town of Jackson is enacting a wildlife attractant ordinance regulating trash containers and trash storage, which will require some parties that contract for curbside trash pick-up to use only approved bear-resistant containers. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code.
- Section 11. Pay-As-You-Throw Ordinance(s). Grantee acknowledges and recognizes that Teton County Integrated Solid Waste and Recycling is considering implementing a "pay-as-you-throw" program and that the Town of Jackson will participate in that program. Grantee agrees to negotiate an amendment of this franchise in good faith and timely to ensure the successful implementation of such programs, should it be implemented.

As more waste hauling franchises expire, these sections will also be added to those renewals. The first renewal to contain these new sections was the franchise ordinance with Yellow Iron Waste Removal, adopted on October 3, 2022. This agreement with Westbank Sanitation would be the second agreement to contain the new language.

Westbank Sanitation has been provided a preliminary draft ordinance with the bear resistant trash can and pay-as-you-throw provisions included and the Town has not received any negative feedback from them.

Ordinances require 10 days between 1st and 3rd reading and advertising prior to taking effect. Should an ordinance be adopted on first reading at the April 15 meeting, there are multiple meetings prior to May 27 where second and third reading could occur but the Council would need to act on one of the regular 9AM budget meetings or one of the special budget meetings that are proposed.

Westbank Sanitation Waste Hauling Franchise Ordinance Readings	
Must be 10 days between 1st and 3rd Reading	
Regular 6pm Meeting for Discussion of Westbank Sanitation Franchise Renewal	18-Mar-24
Regular 6pm Meeting for 1st Reading of Westbank Sanitation Franchise Renewal	15-Apr-24
Regular 9AM Budget Meeting	16-Apr-24
Special 1:30PM Budget Meeting Proposed	22-Apr-24
Special 9AM Budget Meeting Proposed	6-May-24
Regular 6pm Meeting for 2nd Reading of Westbank Sanitation Franchise Renewal	6-May-24
Regular 9AM Budget Meeting where 3rd Reading Could Occur	7-May-24
Regular 9AM Budget Meeting where 3rd Reading Could Occur	14-May-24
Ad must be sent to Paper by This Date to Run on Advertising Date	16-May-24
Wednesday Advertising Date Prior to Expiration of Westbank Sanitation Franchise	22-May-24
Westbank Sanitation Franchise Expires	27-May-24

Analysis & Key Policy Questions.

Key Policy Question #1 - Does Council want to renew the franchise agreement with Westbank Sanitation?

If the answer is yes, staff will reach out to Westbank Sanitation to go over the main points in the franchise agreement and bring an ordinance back for Council consideration at the April 15, 2024 regular 6PM Town Council meeting. Staff recommends Council renew a franchise agreement with Westbank Sanitation.

Key Policy Question #2 - Does Council want to include sections for Bear-Resistant Trash Cans and Pay-As-You-Throw in the franchise agreement?

Should the Council wish to renew the franchise, staff recommends these edits be included in the final ordinance presented for first reading in April. They were included in the most recent renewal of the Yellow Iron waste hauling franchise and these sections support our ecosystem stewardship goals. Westbank Sanitation has been provided a preliminary draft of the ordinance that contained these provisions.

Key Policy Question #3 - Does Council support a 10 year term for the franchise agreement?

The current agreement with Westbank Sanitation has a 10-year term. Staff recommends Council renew the agreement for another 10-year term. Council can also select an alternate term for the agreement and have staff present that alternate term to Westbank Sanitation for consideration.

Key Policy Question #4 - Does Council want to keep the current fee?

Westbank Sanitation currently pays a business license fee, a franchise fee of 5% (five percent) of gross revenues per year for garbage, ashes and refuse collection services, and a franchise fee of 2% (two percent) for recyclable refuse and compostable materials. Staff researched franchise fees in other communities and determined the percentage charged is customary. However, a higher fee could be proposed if a longer franchise agreement were contemplated. Staff does not recommend a higher fee at this time as waste haulers in the community are absorbing the impact of bear-resistant trash cans. Should Council see fit to update the fees during the term of the franchise, it could do so with an amendment to the agreement that would require Westbank Sanitation's approval as well.

Key Policy Question #5 - Does Council want to consider negotiating other terms in the agreement with Westbank Sanitation?

Council could consider other terms in the agreement. Staff is not proposing any additional terms at this time.

Possible Alternatives.

Town Council could choose to:

1. Direct staff to negotiate different terms or conditions or add a term or condition;
2. Allow the current franchise to expire and not pursue a renewal with Westbank Sanitation.

Comprehensive Plan & Priority Alignment.

Effective waste hauling franchise agreements support Principle 8.1 of the Comprehensive Plan related to maintaining current, coordinated service delivery. Having multiple waste haulers in the community provides a better chance for all needs to be met in terms of trash and recycling and that, in turn, supports a diverse and balanced economy.

Fiscal Impact.

Renewing the franchise agreement with Westbank Sanitation would result in a continuation of their current payments to the Town. If Westbank Sanitation increases its gross revenues, the amount of money collected by the Town increases, as the franchise fee is set as a percentage of the company's gross revenues. The Town of Jackson collected \$193,375.12 from Westbank Sanitation in FY23. The cost of publishing a multi-page ordinance is higher than a simple ordinance that amends or adopts one section of the Municipal Code. The estimated cost for publication of this ordinance, if approved, is estimated at approximately \$900.

Staff Impact.

Town staff have spent approximately 8 hours on this item thus far. Should direction be provided, staff will spend an additional 8 hours that includes communication with Westbank, finalizing the franchise agreement for presentation to Council, review and finalization of meeting materials, advertisement, and permanent record printing, digitizing and archiving.

Attachments or Links.

Ordinance 1056 (current franchise agreement with Westbank Environmental Services, LLC)

DRAFT Ordinance (preliminary franchise agreement with Westbank Environmental Services, LLC)

Suggested Motion.

I move to direct staff to work with Westbank Sanitation to place an updated waste hauling franchise ordinance with Westbank Sanitation on the agenda for first reading at the April 15, 2024 regular Town Council meeting.

ORDINANCE 1056

AN ORDINANCE GRANTING WESTBANK ENVIRONMENTAL SERVICES, INC. FRANCHISE FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, RECYCLABLE REFUSE AND COMPOSTABLE MATERIALS FOR THE PURPOSE OF REDUCING IMPACTS ON WASTE HAULING AND LANDFILL OPERATIONS AND SUPPORTING RECYCLING EFFORTS; PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. Grant of Authority. There is hereby granted to Westbank Environmental Services, Inc., hereinafter referred to as Grantee, the permission, right, privilege and non-exclusive franchise subject to the terms and-conditions as set forth in this Ordinance and the applicable laws of the State of Wyoming, to collect and dispose of garbage, ashes, refuse, recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

Section 2. Term of Franchise. The franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of ten (10) years, provided that Grantee shall file its acceptance of the terms of this franchise with the Town within thirty (30) days after final passage. At the end of the ninth year the parties shall review this agreement and make a determination with respect to an appropriate extension.

Section 3. Collection and Disposition. Grantee promises and agrees with the said Town that it will for the period of ten (10) years immediately from and after the passage of this Ordinance, collect garbage, ashes, refuse, recyclable refuse and compostable materials in the said Town and transport or cause the same to be transported in accordance with the law and the ordinances of said Town to a facility, recycling facility and/or composting facility, to pay all costs and charges therefore, and to insure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses and residences within the corporate limits of the Town of Jackson with frequency of collection being sufficient to prevent accumulation and spread of garbage, ashes, refuse, recyclable refuse and compostable materials and with hours of collection being subject to the approval of Grantor.

Section 4. Definitions. For the purposes of this Ordinance the following terms shall have the meaning given herein:

- (1) Garbage. "Garbage" shall mean and include any and all kitchen refuse, rejected or wasted food, meats, fish, fowl, offal, carrion or their refuse, accumulation of fruit, vegetable or animal matter that attends the preparation, use, cooking of, or dealing in, or storing of meats, fish, fowl, fruits, vegetables or anything whatsoever which may decompose and become foul, offensive, unsanitary or dangerous to health.
- (2) Ashes. "Ashes" shall have its ordinary meaning according to common usage.

- (4) Recyclable Refuse. "Recyclable refuse" shall mean paper, cardboard, containers, boxes, glass, scrap aluminum, aluminum cans, and bottles.
- (5) Compostable Materials. "Compostable Materials" shall mean all organic and non-organic waste which is accepted by the composting facility.
- (6) Answering Service. "Answering service" shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.

Section 5. Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay a business license fee and a franchise fee of 5% (five percent) of gross revenues per year for garbage, ashes and refuse collection services, and a franchise fee of 2% (two percent) for recyclable refuse and compostable materials. This lower recycling rate reflects the value of recycling to the Town of Jackson's waste reduction efforts. Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting there from only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant upon which the franchise fee shall be determined. Concurrently with the delivery of the financial statements, Grantee shall pay to the Town of Jackson the difference between the estimated franchise fee paid as in this paragraph hereinafter set forth and the amount due based upon the financial statements. The franchise fee due and payable pursuant to this paragraph shall be payable quarterly in arrears within thirty (30) days of the close of the quarter. Each year, the estimated quarterly payments will be one fourth (1/4) of the franchise fee due and payable for the previous year. In the event the estimated payment shall exceed the franchise fee due and payable for any year, then the excess payment shall be credited against the next succeeding year's estimated quarterly payments. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees.

Section 6. Equipment. Grantee agrees to furnish a press truck of at least sixteen (16) yards in capacity and agrees to maintain the truck in good and safe operating condition and to provide personnel in sufficient numbers to properly conduct Grantee's business. Grantee agrees that, in addition to the equipment aforesaid, it will at all times have a flat-bed truck to transport large items which cannot be transported in a press truck, and further, should the population demand, Grantee will purchase additional equipment for service.

Section 7. Rights and Privileges. The said Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a garbage, ashes, refuse, recyclable refuse and compostable materials collection service in the said Town for the term of this franchise, and the right and privilege to collect, have and retain all charges and fees for such garbage, ashes, refuse, recyclable refuse and compostable materials collection specified in Section 15 below, subject to any and all statutes or rules and regulations of the State of Wyoming.

Section 9. Conduct of Work. Grantee, his employees or agents, engaged in the collection of-garbage, ashes, refuse, recyclable refuse and compostable materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, his employees or agents, shall exercise reasonable care in the handling of garbage, ashes, refuse, recyclable refuse and compostable materials and the receptacles containing the same. Grantee may not burn any garbage, ashes, refuse, recyclable refuse or compostable materials but must haul all garbage, ashes, refuse, recyclable refuse and compostable materials, except that set forth in Section 8 of this Ordinance, to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, his employees or agents, shall insure in the hauling of garbage, ashes, refuse, recyclable refuse and compostable refuse that no spillage occurs and that the garbage, ashes, refuse, recyclable refuse and compostable materials be hauled in such a manner so as not to scatter enroute, covering any vehicle used for the hauling of garbage, ashes, refuse, recyclable refuse and compostable refuse where necessary and practical to do so and shall see to its proper storage.

Section 10. Liability for Expense. It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said garbage, ashes, refuse, recyclable refuse and compostable materials collection fees or charges.

Section 11. Termination; Right of Town to Carry on Work; Damages. It is further agreed that should-Grantee fail or refuse to carry out the terms of this franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty-(30) day period the Grantee cures the failure or refusal to comply.

Section 12. Performance Bond. It is further agreed that within five (5) days after effective date of this contract, Grantee shall file with the Town Clerk of said Town a surety or cash bond to guarantee the faithful performance of this agreement in the sum of One Thousand Dollars (\$1,000.00).

Section 13. Office Maintenance; Public Service. As further consideration for the execution of this franchise, Grantee agrees that at all times during the term of this agreement it will maintain an office and/or an answering service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring garbage, ashes, refuse, recyclable refuse and compostable materials collection services.

Section 14. Assignment. It is further mutually agreed by the parties hereto that the franchise herein granted may not be assigned without the prior written consent of the Town of Jackson.

Section 15. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of garbage, ashes, refuse, recyclable refuse and compostable materials as Grantee shall reasonably establish from time to time. The Town of Jackson, as Grantor, reserves the right to regulate the fees in the event the Town of Jackson shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of garbage, ashes, refuse, recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, that

Section 17. Binding Effect This franchise shall be binding upon the heirs, administrators, successors and assigns of Grantee.

Section 18. Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this franchise agreement.

Section 19. Pick-Up Locations. Garbage, ashes, refuse, recyclable refuse and compostable materials pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by Ordinance of the Town of Jackson.

Section 20. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this act are severable. In the event that this Ordinance shall be found in contravention of any of the laws of the State of Wyoming as pertains to cities and towns said Ordinance shall no longer be binding on the Town of Jackson.

Section 21. Ordinances Re-pealed. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 22. Effective Date This Ordinance shall become effective from and after the date of its passage.

PASSED ON 1ST READING THE 14TH DAY OF APRIL, 2014.

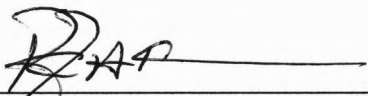
PASSED ON 2ND READING THE 12TH DAY OF MAY, 2014.

PASSED AND ADOPTED THE 27TH DAY OF MAY, 2014.

ACCEPTANCE OF FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise Ordinance.

Westbank Environmental Services, Inc.


BY: Ronald Zakoor
ITS:

TOWN OF JACKSON


Mark Barron, Mayor

ATTESTATION OF TOWN CLERK

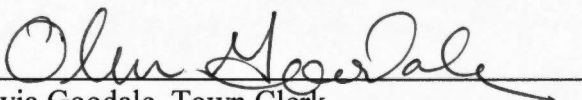
STATE OF WYOMING

COUNTY OF TETON) ss.

TOWN OF JACKSON

I hereby certify that the foregoing Ordinance 1056 was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the 21st day May, 2014.

I further certify that the foregoing Ordinance was duly recorded on page 102 of Book 7 of Ordinances of the Town of Jackson, Wyoming.


Olivia Goodale, Town Clerk

ORDINANCE _____

AN ORDINANCE GRANTING WESTBANK ENVIRONMENTAL SERVICES, INC. A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, RECYCLABLE REFUSE AND COMPOSTABLE MATERIALS FOR THE PURPOSE OF REDUCING IMPACTS ON WASTE HAULING AND LANDFILL OPERATIONS AND SUPPORTING RECYCLING EFFORTS; PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. Grant of Authority. There is hereby granted to Westbank Environmental Services, Inc., hereinafter referred to as Grantee, the permission, right, privilege and non-exclusive franchise subject to the terms and-conditions as set forth in this Ordinance and the applicable laws of the State of Wyoming, to collect and dispose of garbage, ashes, refuse, recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

Section 2. Term of Franchise. The franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of ten (10) years, provided that Grantee shall file its acceptance of the terms of this franchise with the Town within thirty (30) days after final passage. At the end of the ninth year the parties shall review this agreement and make a determination with respect to an appropriate extension.

Section 3. Collection and Disposition. Grantee promises and agrees with the said Town that it will for the period of ten (10) years immediately from and after the passage of this Ordinance, collect garbage, ashes, refuse, recyclable refuse and compostable materials in the said Town and transport or cause the same to be transported in accordance with the law and the ordinances of said Town to a facility, recycling facility and/or composting facility, to pay all costs and charges therefore, and to insure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses and residences within the corporate limits of the Town of Jackson with frequency of collection being sufficient to prevent accumulation and spread of garbage, ashes, refuse, recyclable refuse and compostable materials and with hours of collection being subject to the approval of Grantor.

Section 4 Definitions. For the purposes of this Ordinance the following terms shall have the meaning given herein:

- A. Garbage. "Garbage" shall mean and include any and all kitchen refuse, rejected or wasted food, meats, fish, fowl, offal, carrion or their refuse, accumulation of fruit, vegetable or animal matter that attends the preparation, use, cooking of, or dealing in, or storing of meats, fish, fowl, fruits, vegetables or anything whatsoever which may decompose and become foul, offensive, unsanitary or dangerous to health.

- B. Ashes. "Ashes" shall have its ordinary meaning according to common usage.
- C. Refuse. "Refuse" shall mean hay, straw, shavings, excelsior, paper, ashes, rubbish, containers, boxes, glass, cans, bottles, residue from the burning or other destruction of all combustible material whatsoever, all discarded household good and office equipment, including ,but not limited to, washing machines, automatic or manual, dryers, water heater, couches, chairs, desks, tables, bookcases, stoves, file cabinets and other cabinets and all other such household goods and office furniture.
- D. Recyclable Refuse. "Recyclable refuse" shall mean paper, containers, boxes, glass, scrap aluminum, aluminum cans, and bottles.
- E. Compostable Materials. "Compostable Materials" shall mean all organic and non-organic waste which is accepted by the composting facility.
- F. Answering Service. "Answering service" shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.

Section 5. Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay a business license fee and a franchise fee of 5% (five percent) of gross revenues per year for garbage, ashes and refuse collection services, and a franchise fee of 2% (two percent) for recyclable refuse and compostable materials. This lower recycling rate reflects the value of recycling to the Town of Jackson's waste reduction efforts. Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting there from only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant upon which the franchise fee shall be determined. The franchise fee due and payable pursuant to this paragraph shall be paid quarterly within thirty (30) days of the close of the quarter. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees.

Section 6. Equipment. Grantee agrees to furnish a press truck of at least sixteen (16) yards in capacity and agrees to maintain the truck in good and safe operating condition and to provide personnel in sufficient numbers to properly conduct Grantee's business. Grantee agrees that, in addition to the equipment aforesaid, it will at all times have a flat-bed truck to transport large items which cannot be transported in a press truck, and further, should the population demand, Grantee will purchase additional equipment for service.

Section 7. Rights and Privileges. The said Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a garbage, ashes, refuse, recyclable refuse and compostable

materials collection service in the said Town for the term of this franchise, and the right and privilege to collect, have and retain all charges and fees for such garbage, ashes, refuse, recyclable refuse and compostable materials collection specified in Section 15 below, subject to any and all statutes or rules and regulations of the State of Wyoming.

Section 8. Salvage Rights. It is further agreed that Grantee shall become the absolute owner of all garbage, ashes, refuse, recyclable refuse and compostable materials to be collected under this agreement, and Grantee shall have the right to salvage such portions of the said garbage, ashes, refuse, recyclable refuse and compostable materials to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

Section 9. Conduct of Work. Grantee, their employees or agents, engaged in the collection of garbage, ashes, refuse, recyclable refuse and compostable materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, their employees or agents, shall exercise reasonable care in the handling of garbage, ashes, refuse, recyclable refuse and compostable materials and the receptacles containing the same. Grantee may not burn any garbage, ashes, refuse, recyclable refuse or compostable materials but must haul all garbage, ashes, refuse, recyclable refuse and compostable materials, except that set forth in Section 8 of this Ordinance, to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, their employees or agents, shall insure in the hauling of garbage, ashes, refuse, recyclable refuse and compostable refuse that no spillage occurs and that the garbage, ashes, refuse, recyclable refuse and compostable materials be hauled in such a manner so as not to scatter enroute, covering any vehicle used for the hauling of garbage, ashes, refuse, recyclable refuse and compostable refuse where necessary and practical to do so and shall see to its proper storage.

Section 10. Bear-Resistant Trash Cans. Grantee acknowledges and recognizes that the Town of Jackson is enacting a wildlife attractant ordinance regulating trash containers and trash storage, which will require some parties that contract for curbside trash pick-up to use only approved bear-resistant containers. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code.

Section 11. Pay-As-You-Throw Ordinance(s). Grantee acknowledges and recognizes that Teton County Integrated Solid Waste and Recycling is considering implementing a "pay-as-you-throw" program and that the Town of Jackson will participate in that program. Grantee agrees to negotiate an amendment of this franchise in good faith and timely to ensure the successful implementation of such programs, should it be implemented.

Section 12. Liability for Expense. It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said garbage, ashes, refuse, recyclable refuse and compostable materials collection fees or charges.

Section 13. Termination; Right of Town to Carry on Work; Damages. It is further agreed that should Grantee fail or refuse to carry out the terms of this franchise, the Town Council of the Town of Jackson may cancel

the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty-(30) day period the Grantee cures the failure or refusal to comply.

Section 14. Performance Bond. It is further agreed that within five (5) days after effective date of this contract, Grantee shall file with the Town Clerk of said Town a surety or cash bond to guarantee the faithful performance of this agreement in the sum of One Thousand Dollars (\$1,000.00).

Section 15. Office Maintenance; Public Service. As further consideration for the execution of this franchise, Grantee agrees that at all times during the term of this agreement it will maintain an office and/or an answering service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring garbage, ashes, refuse, recyclable refuse and compostable materials collection services.

Section 16. Assignment. It is further mutually agreed by the parties hereto that the franchise herein granted may not be assigned without the prior written consent of the Town of Jackson.

Section 17. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of garbage, ashes, refuse, recyclable refuse, and compostable materials as Grantee shall reasonably establish from time to time. In addition to said collection rates or fees, Grantee may charge customers a regular fee for bear-resistant container service as Grantee shall reasonably establish from time to time. The Town of Jackson, as Grantor, reserves the right to regulate the rates and fees in the event the Town of Jackson shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of garbage, ashes, refuse, recyclable refuse and compostable materials within the corporate limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchises and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or "monopolistic" levels.

Section 18. Review of Terms and Conditions. It is further agreed that the terms and conditions of this franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this franchise.

Section 19. Binding Effect. This franchise shall be binding upon the heirs, administrators, successors and assigns of Grantee.

Section 20. Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this franchise agreement.

Section 21. Pick-Up Locations. Garbage, ashes, refuse, recyclable refuse and compostable materials pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by Ordinance of the Town of Jackson.

Section 22. Severability. If any provision of this Ordinance or the application thereof to any person or

circumstances is held invalid or unconstitutional, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this act are severable. In the event that this Ordinance shall be found in contravention of any of the laws of the State of Wyoming as pertains to cities and towns said Ordinance shall no longer be binding on the Town of Jackson.

Section 23. Ordinances Repealed. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 24. Effective Date. This Ordinance shall become effective from and after the date of its passage.

PASSED ON 1ST READING THE _____ DAY OF _____, 2024.

PASSED ON 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND ADOPTED THE _____ DAY OF _____, 2024.

ACCEPTANCE OF FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise Ordinance.

WESTBANK ENVIRONMENTAL SERVICES, INC.

BY: _____

ITS:

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING

COUNTY OF TETON) ss.

TOWN OF JACKSON

I hereby certify that the foregoing Ordinance ____ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the ____ day _____ 2024. 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

PRELIMINARY DRAFT

STAFF REPORT



Meeting Date:	March 18, 2024	Meeting Title:	Regular Town Council
Submitting Department:	Planning and Building	Presenter:	Katelyn Page
Agenda Item:	PM24-001: Public Art Task Force's (PAT) FY2024 Annual Art Plan	Public Comment:	Yes

Purpose & Policy Considerations.

All expenditures related to the Town of Jackson's Public Art Task Force (PAT) Annual Plan require review and approval by the Town Council.

Requested Action.

As part of its FY2024 Annual Art Plan, the Council appointed Public Art Task Force requests a total of \$8,550 from the "Art Enrichment Allocation" of which \$1,700 is proposed for annual maintenance with the remaining balance of \$6,850 to be held in reserve and allocated at a future date. Council will have another opportunity to review and approve all allocations from said reserve fund.

- Annual maintenance (\$1,700)
- Reserve fund (\$6,850)

Recommendation.

The Staff recommends **approval** for the proposed expenditures related to the Public Art Task Force FY2024 Annual Art Plan.

Background.

The Town Public Art Task Force and associated Town Public Art Guidelines were established by Town Resolution 12-14 in 2012. The Town has worked closely with Ms. Geraci, via her role as the Town of Jackson Public Art Coordinator, along with the Town's Public Art Task Force to establish the Town Public Art program. The Guidelines call for, among other items, the creation of a consistent policy and funding source for Public Art in the Town and require the PAT submit an Annual Art Plan. Per Resolution 12-14 (Public Art Guidelines), criteria to be considered when reviewing art inclusion in Capital Improvement Projects include:

- Public benefit as determined by access to the artwork, whereby the public has the opportunity to view/interact with the artwork to the greatest extent possible;
- Greatest opportunity for artist involvement early in the process;
- Encourage an emphasis on placemaking (i.e., the creation of squares, plazas, parks, streets, and that will attract people), where appropriate, recognize that there will be a need to expand the scope of a project to accomplish a broader goal;
- Emphasis on public art projects that advance economic development opportunities. Contributes to Town as Heart;
- Builds civic pride;
- Adds functionality to the project;
- Enhances pedestrian experience in parks, gateways and public transit;
- Adds character to complete neighborhoods and complete streets;
- Gives identity to unique districts like the Center for the Arts, the School District and Resort Districts; and
- Supports sustainability and education about our environment.

At the December 5, 2022, Regular Meeting, Council approved Ordinance 1336 – known as the “Art Enrichment Allocation” ordinance. Ordinance 1336 requires 1.5% of cost of municipal capital projects to be set aside to provide installation, ongoing maintenance, and administration of public art installations.

Each year the Public Art Taskforce (PAT) presents an Annual Art Plan that requests approval for art expenditures funded through Ordinance 1336. As reference, the approved FY2023 Annual Art Plan totaled \$45,000 in expenditures. A copy of that staff report is attached here for reference.

Staff now presents to Council FY2024 Annual Art Plan as proposed by the Public Art Task Force with subsequent input by Town staff based on eligible capital projects between the time period July 1, 2023 to June 30, 2024. Not all capital projects conducted in a given fiscal year are eligible for art funding. Staff notes that some capital projects originally anticipated by the PAT for inclusion in their FY2024 Annual Art Plan, including the “North Cache Streetscape”, “Gregory Lane Streetscape”, and “Karns Meadow” are not yet budgeted or scheduled by the Town of Jackson. Staff has directed the PAT to reconsider public art related to those capital projects at a future date.

Staff Analysis.

Town staff reviewed all capital projects budgeted for FY2024 to determine which projects were eligible for art funding and at what dollar amount. This list is shown in “Table 1 – Eligible FY2024 Capital Projects and Associated Art Enrichment Allocation Funding” below. Of all FY2024 capital projects eligible for art funding under Ordinance 1336, a total of \$5,700 in new art funding and \$2,850 for ongoing maintenance is available to be allocated by the PATs FY2024 Annual Art Plan.

Table 1
Eligible FY2024 Capital Projects and Associated Art Enrichment Allocation Funding

FY2024 Eligible Projects	Capital Cost	1.0% of Capital Cost for New Art	0.5% of Capital Cost for Maintenance
Parking garage seal and restripe	\$145,000	\$1,450	\$725
SK Center patio/door replacement	\$20,000	\$200	\$100
SK Center roof	\$325,000	\$3,250	\$1,625
START Bus shelter	\$80,000	\$800	\$400
TOTALS	\$570,000	\$5,700	\$2,850
		Total Art Allocation	\$8,550

Possible Alternatives.

Council has the option to approve, modify, or deny the proposed FY2024 Annual Art Plan, including reserving all funding in a restricted account for a future public art project(s).

Comprehensive Plan & Priority Alignment.

The Teton County/Town of Jackson Comprehensive Plan includes the following language in support of public art to promote Jackson as a cultural destination and enhance pedestrian space:

Policy 3.2.e: Promote quality public spaces in Complete Neighborhoods

Public spaces are the building blocks of vital Complete Neighborhoods. The Town will promote public spaces and civic facilities that are interesting, memorable, and reinforce the desired sense of community within Complete Neighborhoods. Integrating fine arts professionals in the design of projects will be encouraged in order to create unique and visually engaging public spaces—including sidewalks and walkways, parks, outdoor squares, landscaped areas and public art.

Policy 4.1.e: Promote Town as a civic and governmental center

As time passes the community will continue to invest and reinvest in public facilities, including government buildings, parks and recreation, arts and cultural facilities and public art projects. Public facilities should be located to enhance Town as the community's civic and cultural center. Specifically, public amenities should first be located in downtown Jackson, second within the Town of Jackson limits, and third within the greater Teton County. This priority is intended for public facilities with the primary function of directly serving the public, not for ancillary or support facilities.

Policy 4.2.c: Create vibrant walkable mixed use Subareas

Complete streets that focus on alternative modes of transportation will be important to the enhancement of Town mixed use subareas. The primary objective in downtown Jackson will be to enhance pedestrian amenities and connectivity to support a vibrant and walkable downtown core. To achieve this goal, Town will encourage public gathering places in both public and private developments in the downtown area. Building design should complement the pedestrian experience with uses that engage people along sidewalks and streets. Public spaces within these subareas may take the form of parks, streetscape amenities and/or public/semi-public spaces provided by private property owners.

Policy 4.2.e: Protect the image and function of Town Square

Town Square is Jackson's major tourism draw and can be described as the "heart of the heart". As such, it is the area that evokes the greatest amount of sentiment and concern regarding architecture, scale and character. This area will be subject to the highest level of design standards, particularly for block faces on the Town Square. A variety of tools will be used to encourage and enhance pedestrian amenities to ensure this district remains the hub of the visitor experience and center of community life into the future.

Policy 4.4.a: Maintain and improve public spaces

Public spaces are the building blocks of a thriving community. Jackson's public spaces and civic facilities should be interesting and memorable and should reinforce our sense of community. Town will continue to promote high quality design of public spaces, including creating attractive gateways, preserving views, and providing appealing public right-of-way amenities. The integration of fine arts professionals in the design of public spaces will be encouraged to create unique and visually engaging projects. New developments in Town should contribute to quality public spaces—including, but not limited to, pedestrian amenities, parks, outdoor squares, landscaped areas and public art.

Policy 4.4.b: Enhance Jackson Gateways

The Town gateways play a special role in setting the community tone and atmosphere for the millions of guests that visit Jackson every year. Town will create a common vision for these areas, with an emphasis on bridges and waterway features. Town will work to improve visual appeal in the public realm and

encourage aesthetic improvements on private property in gateway areas. Public art projects that reflect the community, environment and character of Jackson will be encouraged in order to provide unique and interesting gateway enhancements.

Fiscal Impact.

\$8,550 in total. Estimated expenditures are summarized by the PAT and Staff below with any remaining funds to be held in reserve for future review and allocation. A budget amendment is required to allocate funds with funding coming from the General Fund.

Willow Grove Maintenance - \$700

- 10 hrs. at \$70/hr. for Parks and Recreation Department staff or contract labor for landscape and/or irrigation maintenance.

Bronze Cleaning - \$750

- Approximate cost cleaning by regional conservators of Town owned bronze sculptures.

Glass Cleaning Home Ranch Welcome Center - \$250

- Approximate cost for Town staff or contract labor to wash glass sculptures outside Home Ranch Welcome Center.

Remaining Funds to be held in reserve - \$6,850

Staff Impact.

Staff has spent approximately 17 hours to communicate with the PAT, conduct legal research, edit resolution, and prepare this staff report.

Attachments.

Ordinance 1336 – Art Enrichment Allocation

FY2023 Annual Art Plan Staff Report November 7, 2022

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

I move to **approve** PM24-001 for the FY2024 Annual Art Plan as presented by staff in this staff report dated March 18, 2024, and direct staff to complete a budget amendment to allocated funds as presented.

ORDINANCE 1336

AN ORDINANCE ADDING CHAPTER 15.34 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING FUNDING FOR PUBLIC ART AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

There is hereby added Chapter 15.34 of Title 15 Art Enrichment Allocation of the Municipal Code of the Town of Jackson as follows:

Chapter 15.34
Art Enrichment Allocation

15.34.010	Art enrichment allocation
15.34.020	Definitions
15.34.030	Eligible capital improvement projects
15.34.040	Exemptions
15.34.050	Aggregation of funds
15.34.060	Allocation of funds -- administrative fees; maintenance and conservation.
15.34.070	Miscellaneous provisions

15.34.010 Art Enrichment allocation.

- A. Before requesting an appropriation for the construction of any project set forth in 15.34.030, the department director concerned shall add thereto for the art enrichment of the proposed construction, 1.5% of the gross construction cost, exclusive of the items proposed for such art enrichment.
- B. If the ability to allocate funding to art enrichment is limited by law or funding agency rules, the art enrichment allocation shall be based upon 1.5% of eligible construction costs.
- C. If the Town Manager, or their designee, determines that 1.5% of the gross construction cost of a project is inappropriate for art enrichment, they shall submit a recommendation regarding the art enrichment budget for the project to the Town Council to resolve the matter.

15.34.020 Definitions.

- A. "Alteration" of a building, aboveground structure, or transportation improvement project shall include substantial changes to elements such as walls, partitions, or ceilings on 2/3 or more of the total floor space, excluding basements. "Substantial changes" shall include additions to, removal of, and modification of such elements.
- B. "Art enrichment" shall mean the acquisition and installation of original works of art (including limited editions), or temporary installation, display, or presentation of the same, on Town (and in limited circumstances private) property for aesthetic and cultural enhancement of public buildings and public spaces and engagement of the public with the creative work of artists, as approved by the Town Council.
- C. "Art enrichment funds" shall mean the funds generated from art enrichment allocations.
- D. "Civic art collection" shall mean the various artworks owned by the Town that are accessioned in accordance with the Public Art Guidelines.
- E. "Gross construction cost" shall mean the total estimated construction contract award amount, including the costs of all built-in fixtures, unless otherwise agreed to by the Town Manager. Gross construction Cost shall not include movable or personal property or construction cost contingency.
- F. "Transportation improvement project" refers to projects which include aboveground transportation-related projects; new transit stops; new transportation systems with their attendant passenger amenities, such as shelters, seating, lighting, landscaping, and signage; new transportation-related facilities such as for maintenance and operations; and street/highway-related transit improvements.

15.34.030 Eligible capital improvement projects.

- A. This chapter shall apply to the construction or alteration of the following:
 1. Buildings.
 2. Aboveground structures.
 3. Public parks.
 4. Transportation improvement projects.

15.34.040 Exemptions.

The following shall be exempt from the requirements of this chapter:

- A. Transportation improvement projects limited to sidewalk (including curb and gutter) repair or improvements; street paving; or transit vehicle purchases.
- B. All mechanical, plumbing, and electrical system upgrades, structural or seismic upgrades, and modifications for access for people with disabilities, unless occurring in conjunction with alteration of a building, an aboveground structure, or transportation improvement project.
- C. Park and landscape renovation projects limited to court resurfacing; replanting; sewer and water lines; drainage and irrigation systems; wells; erosion control; paving/repaving; modifications for access for people

with disabilities; signage; lighting; fence replacement or repair; replacement or repair of existing play structures.

- D. Annual Capital Improvement Plan projects for security/life/health safety and sewer and water infrastructure, when not occurring in conjunction with alteration of existing public buildings, aboveground structures, parks, and transportation improvement projects.
- E. Airport projects.

15.34.050 **Aggregation of funds.**

- A. An art enrichment allocation is not required to be used for art enrichment at the location connected to its associated capital improvement project. Art enrichment funds may be aggregated for use on an alternative Town property or for an alternative project in the civic art collection, or, with appropriate agreements in place, on private property.

15.34.060 **Allocation of funds -- administrative fees; maintenance and conservation.**

- A. The Town Council shall review and approve projects funded with art enrichment funds.
- B. The Town Manager shall set aside and expend up to a maximum of 15% of art enrichment funds from each project for necessary and reasonable administrative costs incurred in connection therewith, unless such administrative fee is limited or prohibited by the funding source.
- C. The Town Manager shall set aside and expend 10% of art enrichment funds from each project for maintenance and conservation of artworks in the civic art collection.

15.34.070 **Miscellaneous provisions.**

- A. Construction and installation of art enrichment shall comply with the requirements of all applicable building codes, laws, ordinances, rules, and regulations.
- B. Nothing in this Chapter shall be construed to limit or abridge the jurisdiction of the department director of the participating Town department to supervise and control the expenditure of project funds other than the art enrichment allocation of the project.
- C. This Chapter shall not be applied retroactively to projects for which an art enrichment allocation previously would not have been required, nor to those projects for which project funding has been approved either by prior voter action, but not yet appropriated or expended. Nor shall this Chapter be construed to allow for an increase in the total art enrichment allocation for a project that is already underway or for which an allocation for funding for art has already been established.

(Ord. 1336 § 1, 2022)

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.

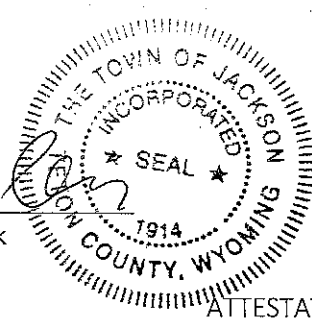
PASSED 1ST READING THE 7 DAY OF NOVEMBER, 2022.
PASSED 2ND READING THE 21 DAY OF NOVEMBER, 2022.
PASSED AND APPROVED THE 5 DAY OF DECEMBER 2022.

TOWN OF JACKSON

ATTEST:

BY:

Riley Taylor
Riley Taylor, Town Clerk



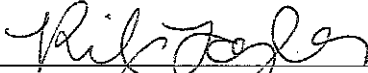
BY: *Hailey Morton Levinson*
Hailey Morton Levinson

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. 1336 was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the 7TH day of , 2022.

I further certify that the foregoing Ordinance was duly recorded on page 311 of Book 9 of Ordinances of the Town of Jackson, Wyoming.


Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	November 7, 2022	Meeting Title:	Regular Town Council
Submitting Department:	Community Development	Presenter:	Katelyn Page
Agenda Item:	P22-249: Request for approval of expenditures related to the 2022-2023 Public Art Task Force Annual Plan	Public Comment:	Yes

Purpose & Policy Considerations.

All expenditures related to the Town of Jackson's Public Art Task Force Annual Plan require review and approval by the Town Council.

Requested Action.

As part of the Public Art Task Force 2022-2023 Annual Plan, the Council appointed Public Art Task Force (PAT) requests approval for expenditures related to the following three projects:

- Lighting, landscaping, and irrigation maintenance of existing work at Willow Grove
- Replacement art for utility box wraps
- Bronze cleaning of multiple works by regional experts

Additionally, Staff requests the approval for expenditures related to the creation of a Town Hall rotating art installation project which if approved by Council would be included in the 2022-2023 Annual Plan.

Recommendations: The Community Development Director recommends **approval** to Council for the proposed expenditures related to the Public Art Task Force Annual Plan.

Background.

The Public Art Task Force (PAT) is appointed by the Mayor and Town Council. The PAT references the following criteria from Resolution 12-14 (Public Art Guidelines) when prior the Public Art Task Force Annual Plan:

- Public benefit as determined by access to the artwork, whereby the public has the opportunity to view/interact with the artwork to the greatest extent possible.
- Greatest opportunity for artist involvement early in the process.
- Encourage an emphasis on placemaking (i.e., the creation of squares, plazas, parks, streets, and that will attract people), where appropriate, recognize that there will be a need to expand the scope of a project to accomplish a broader goal.
- Emphasis on public art projects that advance economic development opportunities. Contributes to Town as Heart.
- Builds civic pride.
- Adds functionality to the project.
- Enhances pedestrian experience in parks, gateways and public transit.
- Adds character to complete neighborhoods and complete streets.
- Gives identity to unique districts like the Center for the Arts, the School District and Resort Districts.
- Supports sustainability and education about our environment.

The Public Art Guidelines direct the Task Force to annually bring forth an Annual Art in Public Places Plan (AAPP) to the elected officials for review including projects and annual recommendation(s) for maintenance of the public art collection. The expenditure requests presented in this report are in response to these guideline directives.

Analysis.

The utility box wraps were installed for the Town's 100 anniversary in 2014. They are anticipated to last 5-7 years, so it is time to start replacing some, and some have been hit by vehicles and removed by WYDOT. This project showcases community's artists, provides memorable wayfinding, beautifies otherwise mundane and ugly aspects of the streetscape, is highly accessible, and contributes to a sense of place.

The Willow Grove lighting, landscaping, and irrigation proposed maintenance is regular upkeep and repair of a Town asset.

The proposed bronze cleaning is typical upkeep and repair of a Town asset.

The staff proposed Town Hall rotating art installation project would create an area in the Town Hall entry where artists work could be displayed on a rotating basis in a public setting.

Staff finds the proposed expenditures are in accordance with Resolution 12-14 (Public Art Guidelines) and in alignment with the Jackson/Teton County Comprehensive Plan.

Per the PAT, their group proposes projects that directly support the community vision outlined in the Comprehensive, Transportation, and Housing Plans adopted by the community and reference criteria listed in the Town of Jackson Public Art Guidelines. They describe that public art creates community character, and directly supports the quality design of public spaces. Public art programs like murals help revitalize spaces and bring pedestrian vitality to the Downtown area. Public art can enhance housing developments, add interest to pathways, and contribute to the creation of beautiful gateways -- all strategies called out in the Comprehensive Plan. Public art also follows a robust community engagement process, which increases community engagement in all capital projects where public art is included. Public art directly supports or is called for in the highlighted policies listed here.

Specific policies that address public art in the Comprehensive Plan are listed below:

Policy 3.2.e Promote quality public spaces in Complete Neighborhoods)

Public spaces are the building blocks of vital Complete Neighborhoods. The Town and County will promote public spaces and civic facilities that are interesting, memorable, and reinforce the desired sense of community within Complete Neighborhoods. Integrating fine arts professionals in the design of projects will be encouraged in order to create unique and visually engaging public spaces—including sidewalks and walkways, parks, outdoor squares, landscaped areas and public art.

Policy 4.2.c Create vibrant walkable mixed-use Subareas

Complete streets that focus on alternative modes of transportation will be important to the enhancement of Town mixed use subareas. The primary objective in downtown Jackson will be to enhance pedestrian amenities and connectivity to support a vibrant and walkable downtown core. To achieve this goal, Town will encourage public gathering places in both public and private developments in the downtown area. Building design should

complement the pedestrian experience with uses that engage people along sidewalks and streets. Public spaces within these subareas may take the form of parks, streetscape amenities and/or public/semi-public spaces provided by private property owners.

Policy 4.2.d Protect the image and function of Town Square

Town Square is Jackson's major tourism draw and can be described as the "heart of the heart". As such, it is the area that evokes the greatest amount of sentiment and concern regarding architecture, scale and character. This area will be subject to the highest level of design standards, particularly for block faces on the Town Square. A variety of tools will be used to encourage and enhance pedestrian amenities to ensure this district remains the hub of the visitor experience and center of community life into the future.

Policy 4.4.a Maintain and improve public spaces

Public spaces are the building blocks of a thriving community. Jackson's public spaces and civic facilities should be interesting and memorable and should reinforce our sense of community. Town will continue to promote high quality design of public spaces, including creating attractive gateways, preserving views, and providing appealing public right-of-way amenities. The integration of fine arts professionals in the design of public spaces will be encouraged to create unique and visually engaging projects. New developments in Town should contribute to quality public spaces—including, but not limited to, pedestrian amenities, parks, outdoor squares, landscaped areas and public art.

Policy 4.4.b Enhance Jackson gateways

The Town gateways play a special role in setting the community tone and atmosphere for the millions of guests that visit Jackson every year. Town will create a common vision for these areas, with an emphasis on bridges and waterway features. Town will work to improve visual appeal in the public realm and encourage aesthetic improvements on private property in gateway areas. Public art projects that reflect the community, environment and character of Jackson will be encouraged in order to provide unique and interesting gateway enhancements.

Possible alternatives.

Reserve all funding in a restricted account for a future public art projects and/or maintenance.

Fiscal Impact.

The FY2023 Town approved budget allocates \$45,000 to the Annual Public Art Plan.

Expenditures requested by the PAT totaling \$36,330 are summarized below:

Utility Box Wraps \$27,330

- \$14,400 (9 utility boxes at \$1,600 per box)
- \$3,300 (\$800 per day for crew plus lodging for 2-3 days)
- \$4,500 (9 utility boxes at \$500 per box artist fee)
- \$5,130 (6 hrs. per box - JH Public Art time to coordinate artist call, contract with installer, work with WYDOT, oversee installation, related marketing)

Willow Grove \$2,500 – \$8,500 (depending on Town of hired contractors doing work)

- \$2,500 (Approximate cost for replacement parts)

- TBD (Town staff time and equipment to replace bulbs or contract labor)

Annual Bronze Cleaning \$500

- \$500 (Approximate cost for bronze cleaning by regional experts)

Additionally, expenditures requested by Town Staff include use of **\$8,670** to be utilized for a Town Hall rotating art project.

Alternatively, if Council chooses not to deploy these funds, the total will be kept in a reserve account for a future art project or maintenance.

Staff Impact.

Staff has spent approximately 8 hours to complete staff reports associated with this project.

Attachments or Links.

Resolution 12-14 (Public Art Guidelines)

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

I move to **approve** P22-249 for expenditures related to the 2022-2023 Public Art Task Force Annual Plan, totaling \$45,000, as presented in this staff report dated November 7, 2022.

STAFF REPORT



Meeting Date:	March 18, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Administration	Presenter:	Tanya Anderson
Agenda Item:	Process for Requesting an Amendment to a Restrictive Covenant or Conservation Easement at Karns Meadow	Public Comment	Yes

Purpose & Policy Considerations.

The purpose of this item is to inform Council of the process for requesting an amendment to the restrictive covenant affecting Tract 5 and the conservation easement encumbering Tract 6 of Karns Meadow.

Requested Action.

Staff requests that Council consider requesting an amendment to the restrictive covenant affecting Tract 5 and the conservation easement encumbering Tract 6 of Karns Meadow and direct staff on next steps.

Recommendations.

Staff was directed by Council to investigate the potential of amending the restrictive covenant and/or conservation easement and does not have a recommendation.

Background.

Deed restrictions and conservation easements are legally binding restrictions on the use of land in the form of a written instrument that affects the title to the land. They are essentially the same thing. However, conservation easements are granted to an eligible grantee, are entitled to more protections of the law, and are accorded greater deference by courts in the case of a dispute. Disputes resulting from ambiguity in the interpretation of restrictive covenants, on the other hand, are required by most states to be resolved in favor of the less restricted use. Conservation easements also differ from restrictive covenants in that they are eligible for income tax treatment as a charitable gift. In Karns Meadow, Tract 5 is affected by a restrictive covenant and has more allowable uses, including a parking structure, while Tract 6 is encumbered by a conservation easement and is more restrictive. Both tracts are included in this staff report, as both tracts could require amendments.

Two issues have recently come to light that, if pursued, would require amending the restrictive covenant affecting Tract 5 and the conservation easement encumbering Tract 6 of Karns Meadow.

First, at the July 17, 2023, Regular Town Council meeting, Council directed staff to investigate the possibility of incorporating the Mercer Cabin, which has been stored at Karns Meadow on Tract 5 since 2014, into the Karns Meadow Park Plan. Storage of the cabin is in violation of the restrictive covenant affecting Tract 5. Incorporation of the cabin into the park will likely require an amendment to the restrictive covenant affecting Tract 5 or the conservation easement encumbering Tract 6, depending upon the proposed location of the cabin.

Second, in the fall of 2023, Council approved staff's recommendation to rezone most of the tracts at Karns Meadow to Park/Open Space, and to rezone Tract 5 to Public/Semi-Public. Some of the public comments encouraged Council to zone Tract 5 as Park/Open Space rather than Public/Semi-Public to restrict parking on that tract. The primary concern was the potential for a large parking structure to be constructed on Tract 5, which is an allowed use within the restrictive covenant affecting Tract 5 and is also an allowed use within the Public/Semi-Public zoning amendment. Parking structures are not allowed within Park/Open Space zoning, which would provide greater restrictions on the parcel temporarily. However, zoning can be changed relatively easily by a future Council. The restrictions within the restrictive covenant are the only long-term protections for the parcel. The allowance of snow storage was also a concern for some residents; however, the

restrictive covenant does not allow snow storage after the development of the real property to the west, where the Core Maintenance Facility is being constructed. Amendments restricting snow storage may not be necessary or desired.

At the November 6th Regular Town Council Meeting, Council directed staff to work with the Jackson Hole Land Trust to determine the process by which the 2008 restrictive covenant affecting Tract 5 of Karns Meadow could be amended, and to present the results at a future Council meeting. Specifically, Council was interested in investigating whether the restrictive covenant could be amended to restrict multi-story parking structures.

Staff reached out to the Jackson Hole Land Trust to inquire. Restrictive covenants and conservation easements can be amended to further restrict allowed uses for greater protection of the identified conservation values. The amendment proposed by Council would be allowed if it is approved by the Jackson Hole Land Trust. The process for pursuing an amendment is as follows:

1. An initial amendment request would be put in front of the Jackson Hole Land Trust's Stewardship Committee for consideration. They meet on the first Wednesday of each month, as needed.
2. If the Stewardship Committee recommends approval of the amendment, it will need to go to the full board for review. The board meets quarterly.
3. If both bodies approve the amendment to the restrictive covenant and/or conservation easement, Town staff would work with Jackson Hole Land Trust staff and their legal counsel to draft the terms of the agreement.

Analysis.

If Council wishes to pursue an amendment to the restrictive covenant affecting Tracts 5 and/or the conservation easement encumbering Tract 6, it will take two to five months to get approval from the Jackson Hole Land Trust Stewardship Committee and Board, and some additional time to work with the Jackson Hole Land Trust staff and legal counsel. Amendments could be completed within a year. If amendments are pursued, staff will continue to work concurrently on the Conditional Use Permit (CUP) for Karns Meadow Park.

Staff working on the Karns Meadow Park Plan have met multiple times with EcoConnect Consulting, LLC, the firm that wrote the initial 2019 Environmental Assessment for Karns Meadow which evaluated impacts of all of the allowed uses at the site. Staff are now awaiting a focused Environmental Alternatives Analysis report on the elements that Town Council directed staff to pursue for the property, including a pedestrian pathway, a picnic shelter, a small parking area, a public restroom, and incorporation of the Mercer Cabin. We expect to receive that report in March. After review of the Environmental Alternatives report, the applicant (Parks & Recreation) will submit the CUP to the Planning Department and the following timeline will begin:

1. A 14-day sufficiency review period by the Planning Department.
2. After the CUP is deemed sufficient, the CUP will go before the Planning Commission within 60-90 days.
3. After review and recommendation by the Planning Commission, the CUP will go before Council. This usually occurs about one month later but must occur within 60 days of Planning Commission approval.

Possible Alternatives.

- Council could choose not to direct staff to pursue amendments to the restrictive covenant affecting Tracts 5 and the conservation easement encumbering Tract 6 of Karns Meadow.
- Council could choose to direct staff to pursue amendments either to the restrictive covenant affecting Tract 5 or the conservation easement encumbering Tract 6, but not both.
- Council could choose to direct staff to pursue amendments to the restrictive covenant and/or conservation easement for one of the potential amendments under consideration but not both.
- Council could postpone pursuing amendments to the restrictive covenant affecting Tract 5 and conservation easement encumbering Tract 6 at Karns Meadow and direct staff to bring it back at a later date.

Comprehensive Plan & Priority Alignment.

Principle 1.1—Maintain healthy populations of all native species.

For future generations to enjoy the ecosystem that exists today the community must manage our impacts to wildlife, wildlife habitat, and wildlife movement corridors on private and public land. The prevalence of wildlife that is central to our ecological, social, and economic character requires an intact ecosystem that supports all native species. Therefore, efforts to protect wildlife must extend to all native species.

Principle 1.2 – Preserve and enhance surface water and groundwater quality.

Clean water is one of the most basic requirements of a healthy ecosystem and community. Protecting the water quality of Jackson and Teton County is essential to the ecosystem and scenic beauty that residents and visitors enjoy. In addition, the public has the right to clean, affordable drinking water. Stewardship of surface water bodies of all sizes, the Snake River Sole Source Aquifer, wetlands, riparian areas, and groundwater, is vital to sustaining healthy populations of native species and for the health and safety of the human community. Preservation of water quality includes water features, from small creeks to large systems, including the Snake River Sole Source Aquifer, due to its importance as the community's water source. Among other measures, it is integral to minimize pollution from wastewater and stormwater that cause water quality impairment and threaten overall ecosystem health.

Principle 1.4 – Protect and steward open space.

Protecting open space preserved habitat and scenery and maintains our western agricultural heritage. Avoiding development in critical wildlife areas and providing recreational opportunities that reduce pressure on habitat help maintain a healthy ecosystem. Agriculture, conservation easements, and other methods to protect open space from development while providing active stewardship of the land should continue to be encouraged.

Strategy 4.4.S.6 - Evaluate future active use of Karns Meadow

Character Defining Feature 4.5 - Karns Meadow

This PRESERVATION Subarea should continue to serve as wildlife habitat and a key wildlife movement corridor in the future. Moving forwards wildlife needs will need to be carefully balanced with providing the recreational and other amenities envisioned in the original landowner's conveyance of the property. The future addition of a street connection through this district will improve connectivity for all modes of transportation and create a separation between the developed and undeveloped portions of the area.

Fiscal Impact.

There is no fiscal cost to making a revision to a restrictive covenant and/or conservation easement. Amendments may have positive or negative impacts to the value of the land.

Staff Impact.

Making an amendment to a restrictive covenant and/or conservation easement will take 5-10 hours of staff time, primarily from the Administration, Parks and Recreation, and Planning Departments. It will also require the Town Attorney's time.

Attachments or Links.

Tract 5 Restrictive Covenant.

Tract 6 Conservation Easement.

Suggested Motion.

I move to direct staff to work with the Jackson Hole Land Trust to amend the 2008 restrictive covenant affecting Tract 5 of Karns Meadow to prohibit the development of a multi-story parking structure, and to amend the conservation easement encumbering Tract 6 of Karns Meadow to allow for the incorporation of the Mercer Cabin into the park plan.

RESTRICTIVE COVENANT

PIDN: 22-41-16-33-2-00-028

This Restrictive Covenant (this "Document") is entered into this 2nd day of December, 2008, between the TOWN OF JACKSON, WYOMING, Grantor and THE JACKSON HOLE LAND TRUST, Grantee.

I. BACKGROUND STATEMENT

RELEASED	☒
INDEXED	☒
ABSTRACTED	☒
SCANNED	☒

A. Description of the Parties.

1. *Grantor.* Grantor is an incorporated municipality within the State of Wyoming. Grantor is the owner of certain real property described below and referred to in this Document as the "Property." Grantor's address is 150 East Pearl Avenue, P.O. Box 1687, Jackson, Wyoming 83001.

2. *Grantee.* Grantee is a Wyoming non-profit corporation, and a charitable organization recognized under Sections 501(c)(3) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the "Code"). The address of Grantee is P.O. Box 2897, Jackson, Wyoming 83001. Grantee is the owner of certain real property interests adjoining the Property.

B. Description of the Purpose of the Conveyance.

1. *General.* The conveyance below provides for the permanent restriction of the Property. A legal description of the Property is provided in Exhibit A. The Property is also shown on the map attached as Exhibit C as "Tract 5." Exhibit C also shows the "Karns Meadow" property, of which the Property is a portion. This Document imposes a restrictive covenant (the "Covenant") over the Property, upon the terms and conditions contained in this Document.

2. *Covenant to Run With the Land.* The parties intend that the restrictions on the future use of the Property imposed by this Covenant shall run with the land and bind all future owners, and that this Covenant shall benefit the real property interests owned by Grantee to which it is appurtenant, as described in Subsection I.B.3, and be enforceable by Grantee and its successors in title to such real property interests, in perpetuity.

3. *Reliance by Grantee.* Grantee is the owner of the "Trust Parcel" and conservation easement over Tract 1 of Karns Meadow recorded in the Office of the Clerk of Teton County, Wyoming in Book 536, beginning at page 105 and of the conservation easements recorded in said Clerk's Office in Book 577, beginning at page 1078 over Tract 2 of Karns Meadow; Book 613, beginning at page 589 over Tract 3 of Karns Meadow; and Book 644, beginning at page 906 over Tract 4 of Karns Meadow.

GRANTOR: TOWN OF JACKSON WYOMING
GRANTEE: JACKSON HOLE LAND TRUST
Doc 0742771 bk 713 pg 952-974 Filed At 15:29 ON 12/02/08
Sherry L. Daigle Teton County Clerk fees: 74.00
By Michele Fairhurst Deputy

Said real property interests were purchased by Grantee from Grantor and adjoin or are in the immediate vicinity of the Property. The future development and use of the Property will directly impact the natural resources protected by these purchases. This Covenant is being purchased by Grantee in order to protect said real property interests and the purchase of those interests by Grantee has been made in reliance upon the Grantor's agreement to convey this Covenant.

C. Description of the Property.

The Property consists of approximately 3.58 acres of land located in the Town of Jackson, in Teton County, Wyoming. The Property is currently an open meadow traversed by a gravel drive providing access to property owned by the Town of Jackson, Wyoming, and a gravel drive along the western boundary of the Property. The Property is unimproved by any structures.

The acquisition of the Property and the grant of this Covenant are authorized by Resolution # 08-17 approved by the Town Council of the Town of Jackson on August 18, 2008.

II. TERMS OF COVENANT

In consideration of the factors recited in the Background Statement, and in consideration of the payment of One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars (\$166,666.00) by Grantee to Grantor, receipt of which Grantor hereby acknowledges, Grantor hereby agrees, for itself and its successors in title to the Property, to restrict the use of the Property in perpetuity, upon the terms and conditions set forth in this Document.

This Covenant shall benefit and be appurtenant to the real property interests owned by Grantee and described in Subsection I.B.3, and shall be enforceable by Grantee and its successors in ownership of such real property interests in perpetuity. This Covenant shall bind Grantor and its successors' use of the Property, upon the terms provided below, in perpetuity.

A. Uses Allowed.

The following uses are expressly allowed on the Property:

1. *Natural Park.* Establishment and maintenance of a public Natural Park, as that phrase is defined in Section II.G, below. Grantee may, in its reasonable discretion, upon written request by Grantor, change the uses permitted in connection with the Natural Park.

2. *Physical Improvements.* The following improvements may be constructed, used, repaired, reconstructed, renovated, replaced, and maintained on the Property:

(a) A combination bicycle, pedestrian and cross-country ski pathway, not to exceed ten (10) feet in width, over the Property in the approximate location shown on the map attached as Exhibit C. Said pathway may be paved.

(b) A public parking lot and/or parking garage, provided that such improvements are designed, constructed, and maintained to protect the natural resources existing on the Trust Parcel and other real property adjoining the Property subject to conservation easements owned by the Grantee described in Subsection I.B.3.

(c) A public drive for access over the Property and to the parking lot and/or parking garage allowed by this Subsection II.A.2, and for access to adjoining property. Such drive shall be located within the sixty (60) foot right of way located along the western border of the Property as shown on the map attached as Exhibit C.

(d) A gravel drive for access to Town Well Lot #5 adjoining the Property in its southeast corner in the location of the existing drive providing such access

(e) Lighting along the pathway, the drive, within the parking lot, and on the parking garage, permitted by Subsections II.A.2(a), (b) and (c). Lighting shall use 90-degree horizontal cut-off downcast fixtures, shall be incandescent in color

Lighting along the drive permitted by Subsection II.A.2(b), within the parking lot and on the parking garage shall not exceed twelve (12) feet in height, unless located on the wall(s) of the parking garage.

Lighting along the pathway permitted by Subsection II.A.2(a) shall not exceed eight (8) feet in height; shall only be used from November through March, and shall be turned off after 10:00 p.m.

(f) Drilling for, constructing, operating, using and maintaining one (1) water well on the Property, provided that such well and any earth disturbance in connection with establishing, operating, using and/or maintaining the well is not located within fifty (50)-feet of Flat Creek, and that all well facilities, including pumps, water pipes, storage tanks, and/or treatment facilities are either located underground or off from the Property.

(g) A public bus stop.

Grantor shall provide Grantee with thirty (30) days prior notice before beginning any work on the Property provided for in this Subsection II.A.2.

3. *Snow Storage.* Snow storage is permitted on the Property, provided that run-off from melting snow is treated and managed to prevent damage to the water quality of Flat Creek, the Trust Parcel and other real property adjoining the Property

subject to conservation easements owned by the Grantee described in Subsection I.B.3. Snow storage shall not be permitted after development of the real property adjoining the Property along its western boundary, currently owned by the Teton County Housing Authority, has been developed with any occupied dwelling units.

4. *Special Events.* Periodic special events, as defined in Subsection II.G, which may include the temporary use of tents and platforms. Such events may be public in nature, or may be for private parties on rental basis. Events shall not exceed six per year.

5. *Recreational Activities.* Recreational activities permitted in connection with the Natural Park, as defined in Section II.G, below, as well as sports (consistent with informal and limited public recreational use as defined in Subsection II.G) such as soccer, rugby, softball, touch football, volleyball, and horseshoes.

6. *Maintenance Activities.* Mowing, bush hogging, etc. is permitted to maintain the Property.

7. *Other Uses.* Other uses not expressly prohibited by the terms of this Document that do not substantially impair the conservation values of the Trust Parcel and other real property adjoining the Property subject to conservation easements owned by the Grantee described in Subsection I.B.3.

B. Prohibited Uses.

1. *Improvements.* The construction or placement of any improvements on the Property, except as permitted in Subsection II.A.2, and as necessary for snow storage permitted by Subsection II.A.3.

2. *Land Division.* Division or *de facto* division (through sales, long-term leases, or otherwise), including the transfer of any part of the Property separate from the remainder of the Property.

3. *Mining and Mineral Extraction.* Mining by strip or surface mining, or any other method, and drilling and exploring for oil and/or gas or the recovery of coal-bed methane.

4. *Commercial or Industrial Use.* Any commercial or industrial use. Operation of a public parking lot and/or garage shall not be deemed a commercial or industrial use.

5. *Water Rights.* Transferring, encumbering, leasing, selling, or otherwise separating any water rights from the Property without the prior written approval of the Grantee. Grantor shall use its best efforts to comply with all laws and regulations that ensure the retention of any and all water rights, now or in the future, pertaining to the Property. Nevertheless, Grantor may transfer any water with respect to which it is unable to maintain the beneficial use due to the physical improvements permitted by

Subsection II.A.2, and which water rights it is unable to transfer to the balance of the Property or adjoining property included within the boundaries of the Karns Meadow property as shown on the map attached as Exhibit C.

6. *Dumping and Storage.* The dumping or other disposal of toxic materials or other refuse, or untreated storm water or wastewater. The storage or parking of materials or equipment, except for storage or parking of materials or equipment incidental and subordinate to the construction, use and maintenance of the parking lot and/or parking garage permitted by Subsection II.A.2(b) and the Natural Park permitted by Subsection II.A.2(a) on the Property and adjoining property, and except for snow storage as permitted by Subsection II.A.3.

This prohibition does not impose liability on Grantee with respect to the Property, nor shall Grantee, with respect to the Property, be construed as having liability as a "responsible party" under CERCLA, or similar federal or state statutes

7. *Sound Amplification and Fireworks.* The outdoor use of sound amplification equipment or the use of fireworks.

8. *Special Events.* The use of the Property for special events, as defined in Section II.G, except as permitted by Subsection II.A.4.

9. *Hunting.* Hunting is not permitted on the Property.

C. Notice and Approval Requirements.

1. *Form of Notice.* Any notices, demands or other communications required or permitted to be given by the terms of this Document shall be given in writing and shall be delivered (i) in person (such delivery to be evidenced by a signed receipt), (ii) by certified mail, postage prepaid, return receipt requested; (iii) by U.S. Express Mail or commercial overnight courier; (iv) by regular U.S. Mail; or (v) telephone facsimile or electronic mail.

Such notices shall be deemed to be received (i) when actually delivered, in the case of personal delivery; (ii) when delivered as confirmed by the return receipt if sent by certified mail; (iii) within two business days of deposit with a courier in the case of U.S. Express Mail or commercial overnight courier; (iv) when actually received, in the case of U.S. Mail; or (v) when sent, with a confirmation of delivery if sent by telephone facsimile or electronic mail. Such notices shall be sent to the addresses of the parties set forth above and, in the case of notice by telephone facsimile or electronic mail, to the telephone number or electronic mail address provided by the party to whom notice is being sent.

Notice of change of address shall be effective only when done in accordance with this Subsection II.C.1.

2. *Content of Notices.* All required notices hereunder shall be in writing and shall provide sufficient information to allow, in the case of notice to Grantee, Grantee to determine whether the proposal is consistent with this Covenant. In the case of notice to Grantor, the notice shall inform Grantor of the purpose of the notice and the provision(s) of the Covenant with respect to which the notice has been sent.

D. Enforcement of the Covenant.

1. *Right to Injunction, etc.* The parties recognize that money damages, or other non-injunctive relief, may not adequately remedy a violation of this Covenant. Therefore, the parties agree that any violation of this Covenant shall be subject to termination through injunctive proceedings, including the imposition of temporary restraining orders, preliminary injunctions, specific performance, or any other legal means.

2. *Right to Restoration.* In addition, Grantee shall have the right, but not the obligation, to enforce the restoration of the portions of the Property affected by activities in violation of any of the terms of this Covenant. Such restoration shall be, as nearly as possible, to the condition that existed prior to such violation.

3. *Right to Recover Damages.* In the event of a violation of the terms of this Covenant, in addition to the other remedies provided for in this Section II.D, Grantee shall be entitled to any other remedies available in law or equity.

4. *Costs and Attorneys Fees.* In addition to any other damages to which it may be entitled, Grantee shall be entitled to recover the costs of enforcement of any of the terms of this Covenant, including reasonable attorneys' fees, expenses and court costs, provided that it is, at least in part, the prevailing party in any such action.

5. *Right to Proceed Against Third Parties.* Grantee has the right to proceed against any third party or parties whose actions threaten to violate or violate the provisions of this Covenant, including the right to pursue all remedies and damages provided in this Section II.D. The owner of the Property at the time of any such proposed proceeding against a third party shall cooperate with Grantee in such proceeding.

6. *Right to Require Assignment of Trespass Claims.* If requested by Grantee, Grantor shall assign to Grantee any cause of action for trespass resulting in a violation of this Covenant that may be available to such Grantor. Grantor may condition such assignment to provide for the (i) diligent prosecution of any such action by Grantee and (ii) division between Grantee and such Grantor of any recovery, over and above Grantee's attorney's fees and expenses incurred, resulting from such action.

7. *No Waiver.* Failure by Grantee, for any reason, to exercise the rights granted to it by this Covenant, in the event of any violation of its terms, shall not be

deemed or construed to be a waiver of Grantee's rights hereunder as to that, or any subsequent, violation.

8. *Grantor's Right to Recover Damages.* In the event that Grantee is found by a court having jurisdiction in the case to have willfully or wantonly, and in direct contravention of the terms of this Document, violated the terms of this Document, Grantor shall be entitled to recover such damages as it may have incurred as a result of such violation, together with its reasonable attorney's fees, expenses and court costs.

E. Termination of this Covenant.

In the event that this Covenant is terminated by condemnation or otherwise, without the consent of Grantee, as to the entire Property or any substantial portion thereof; or in the event that the terms of this Covenant are substantially altered without consent of Grantee, by condemnation or otherwise, Grantee shall be entitled to repayment of the consideration paid by it for this Covenant, together with interest on that amount from the date of recordation of this Document until the date of repayment at the annual rate of six percent (6%).

F. Notice to Grantee of Principal Parcel Transfer.

Grantor shall provide Grantee with thirty (30) days written notice prior to conveying the Property or any portion thereof or interest therein. The notice shall include the address of the transferee. Failure to provide this notice shall not in any way affect the validity or enforceability of this Covenant against any subsequent owner of the Property, or the validity of the conveyance.

G. Definitions.

For purposes of this Document, the following terms shall have the meaning given to them in this Section II.G:

- The term "Grantor" shall mean the Grantor and Grantor's successors in title to the Property, including tenants, lessees, and licensees of the Property or any portion thereof.
- The term "Grantee" shall mean The Jackson Hole Land Trust and its successors and/or assigns.
- The terms "existing" or "currently," and variations thereof, shall mean existing or current at the time of the recordation of this Document.
- The term "use" shall mean physical use of the Property, or any part thereof, or an activity on the Property or any part thereof.

- The term “necessary” shall be interpreted to limit the permitted use to which it applies to that which is essential to the accomplishment of such use.

- The term “Natural Park” shall refer to a public park the use of which is limited to informal and limited public recreational use including fishing, hiking, biking, cross-country skiing, handicapped access, picnicking, and other informal recreational activities not requiring alteration of the existing natural condition of the Property such as kite flying, and playing catch or Frisbee.

Uses excluded from the term Natural Park include recreational uses requiring significant improvements or other alteration of the natural condition of the Property, such as playing fields, sports arenas, ice rinks, or other intensive uses or uses inconsistent with preservation of the existing natural features of the Property.

- The phrase “informal and limited public recreational use” shall refer to use by individual members of the public as opposed to use by organized sports teams, leagues, etc., whether or not such teams, etc. are comprised of professionals or amateurs, children, youths, or adults, and whether or not associated with a school. The phrase shall include groups engaging primarily in wildlife observation and/or study, or social activities such as picnics.

- The phrase “special event” shall refer to an event, including any related event occurring contemporaneously on the Property or any adjoining property at which attendance (including attendance at any such related event) exceeds fifty (50) persons.

H. Miscellaneous Provisions.

1. *Severability.* If any provisions of this Document or the application thereof to any person or circumstance are found to be invalid the remainder of this Document, and the application of such provisions to other persons or circumstances, shall not be affected.

2. *Recordation.* This Document shall be recorded in the Office of the Clerk of Teton County, Wyoming.

3. *Reference to Covenant Required.* Reference to this Covenant shall be made in a separate paragraph of any subsequent deed or other legal instrument by which any interest (including a leasehold interest or temporary rental for purposes of special events) in the Property is conveyed. Such reference shall include the recording data pertaining to this Document. Failure to provide this reference shall not in any way affect the validity or enforceability of the Covenant against any subsequent owner of the Property, or the validity of such conveyance.

4. *Construction.* This Document shall be construed according to the laws of the State of Wyoming and the United States of America. The parties agree that venue and jurisdiction for the trial of any dispute between them or any third party relating to

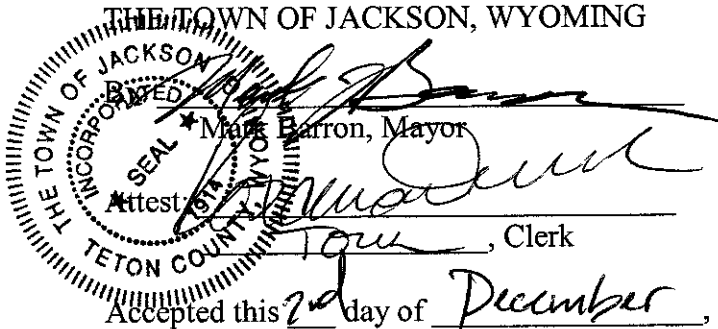
the enforcement or violation of any of the terms of this Document shall be the state trial court serving Teton County, Wyoming, and no proceeding shall be initiated in any other court, except for appeals from the decision of such trial court

Neither of the parties hereto shall be deemed the draftsman of this Document or any part thereof, each having had the benefit of counsel of their own choosing in negotiating its terms.

5. *Eminent Domain.* Nothing contained in this Document shall be deemed to limit in any manner the power of eminent domain of the Town of Jackson, Wyoming

IN WITNESS WHEREOF, Grantor has executed this Document the day and year first above written.

~~THE TOWN OF JACKSON, WYOMING~~



THE JACKSON HOLE LAND TRUST

By: Margaret Gilday
Margaret Gilday, President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Mark Barron on this 17th day of November, 2008.

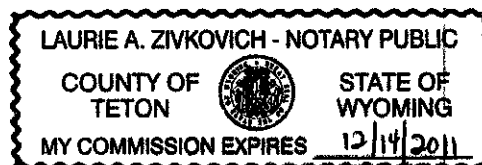
WITNESS, my hand and official seal.

WITNESS, my hand and official seal.



 Notary Public

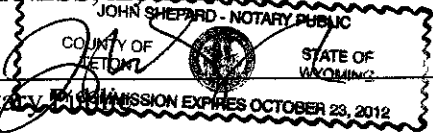
My commission expires:



STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Margaret Gilday on this
2nd day of December, 2008.

WITNESS, my hand and official seal.

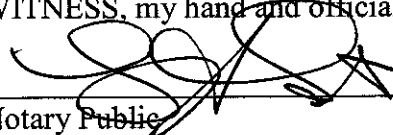

Notary Public

My commission expires: 10/23/2012

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Roxanne DeVries Robinson
this 17th day of November, 2008.

WITNESS, my hand and official seal.


Notary Public

My commission expires:

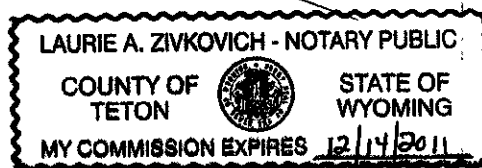


EXHIBIT A
TRACT 5
KARNS MEADOW

A Tract of Land located in the SE1/4NW1/4 of Section 33, Township 41 North, Range 116 West, 6th P M., Town of Jackson, Teton County, Wyoming, being more particularly described as follows

Beginning at a Point on the east-west midsection line of Said Section 33 which lies N88°55'14"W, 953.73 feet from the center one-quarter corner of Said Section,
Thence N19°14'41"E, 25.59 feet to a point,
Thence N83°21'37"E, 130.20 feet to a point,
Thence N33°10'36"E, 92.38 feet to a point,
Thence N57°32'06"E, 52.75 feet to a point,
Thence N26°07'16"E, 69.97 feet to a point,
Thence N01°00'51"W, 182.09 feet to a point which lies N59°32'05"W, 804 13 feet from the center one-quarter corner of Said Section,
Thence continuing N01°00'51"W, 76 19 feet to a point,
Thence N27°05'33"E, 88.46 feet to a point,
Thence N89°58'17"W, 353.12 feet to a point on the easterly boundary line of that parcel described in Book 457 pages 621-626, records of Teton County,
Thence along said easterly boundary line, S00°39'15"W, 543 75 feet to the intersection of said easterly boundary line with said east-west midsection line of Said Section 33,
Thence along said east-west midsection line, S88°55'14"E, 60 00 feet to the Point of Beginning.

Containing 3.58 acres, more or less, and subject to easements, rights-of-way, reservations, and restrictions, of sight and/or of record.

Michael J. Quinn
Wyoming Professional Land Surveyor 4270
17 December 2003
Nelson Engineering Project No. 02-045-5

The undersigned agrees and acknowledges that this Natural Resources Inventory (the "Inventory"), attached hereto as Exhibit B, together with supporting photographic documentation, maps and figures, is an accurate representation of the Property at the time of the conveyance of the restrictive covenant thereon and that the Inventory was available to the grantor and grantee prior to conveyance of the restrictive covenant to the Jackson Hole Land Trust.

GRANTOR


Mark Barron
Mayor, Town of Jackson

November 17, 2008
Date

JACKSON HOLE LAND TRUST


Margaret Gilday
President, Jackson Hole Land Trust

12.2.08
Date

“EXHIBIT B”

KARNS MEADOW TRACT 5

A Natural Resources Inventory for the entire 41.8-acre, Karns Meadow property was prepared in December, 2003, in anticipation of the eventual donation of several conservation easements and/or restrictive covenants over the seven Tracts that comprise the Karns Meadow to the Jackson Hole Land Trust (JHLT). Although the 2003 Natural Resources Inventory covers all seven Tracts and the “Trust Parcel,” the JHLT felt it prudent to update the completed Inventory to better reflect the condition of the Property (Tract 5) at the time of conveyance of the restrictive covenant.

Steffan Freeman, Land Steward for the Land Trust, visited the Property on November 12, 2007 to record the current conditions. There have been some changes along the west boundary of Tract 5 of the Karns Meadow Property. Excavation materials including concrete chunks, gravel, and crushed rock, are being stored on the adjacent property to the west that is owned by the Teton County Housing Authority. Some of this material is located very close to the restrictive covenant boundary or is encroaching over the boundary into the restrictive covenant acreage (photo 13). Otherwise, the Property is consistent with the original 2003 Natural Resources Inventory.

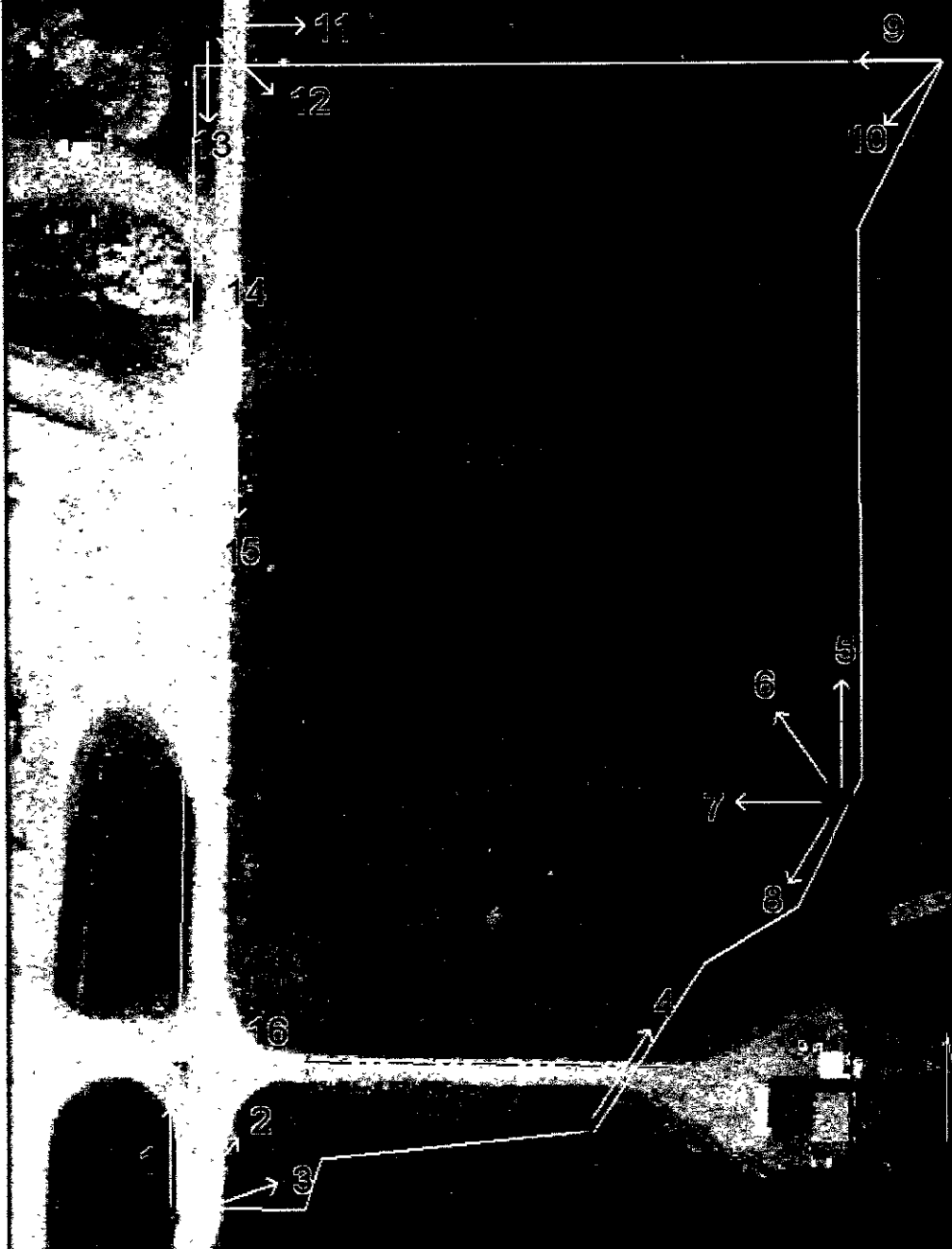
The purpose of the Natural Resources Inventory is: 1) to document and provide further detail of the natural and man-made features of the Property and the conservation values to be protected by a restrictive covenant that has been purchased by the Land Trust; 2) to provide sufficient information regarding the current conditions and conservation values of the Property for monitoring by Land Trust Stewardship staff; and 3) to facilitate perpetual enforcement of the terms of the restrictive covenant.

This update consists of **Figure 1**, a photo point map, and **Appendix A**, 16 photographs of the Property taken on November 12, 2007 with a Nikon Coolpix 5700 digital camera and geo-referenced with a hand-held Garmin GPS unit. This “Exhibit B” and the comprehensive 2003 Natural Resources Inventory, which was recorded with the original Warranty Deed and Conservation Easement granted to the JHLT by the Town of Jackson, and is of record in the Office of the Clerk of Teton County, Wyoming in Book 536 beginning on page 105, are considered the Inventory for Karns Meadow Tract 5

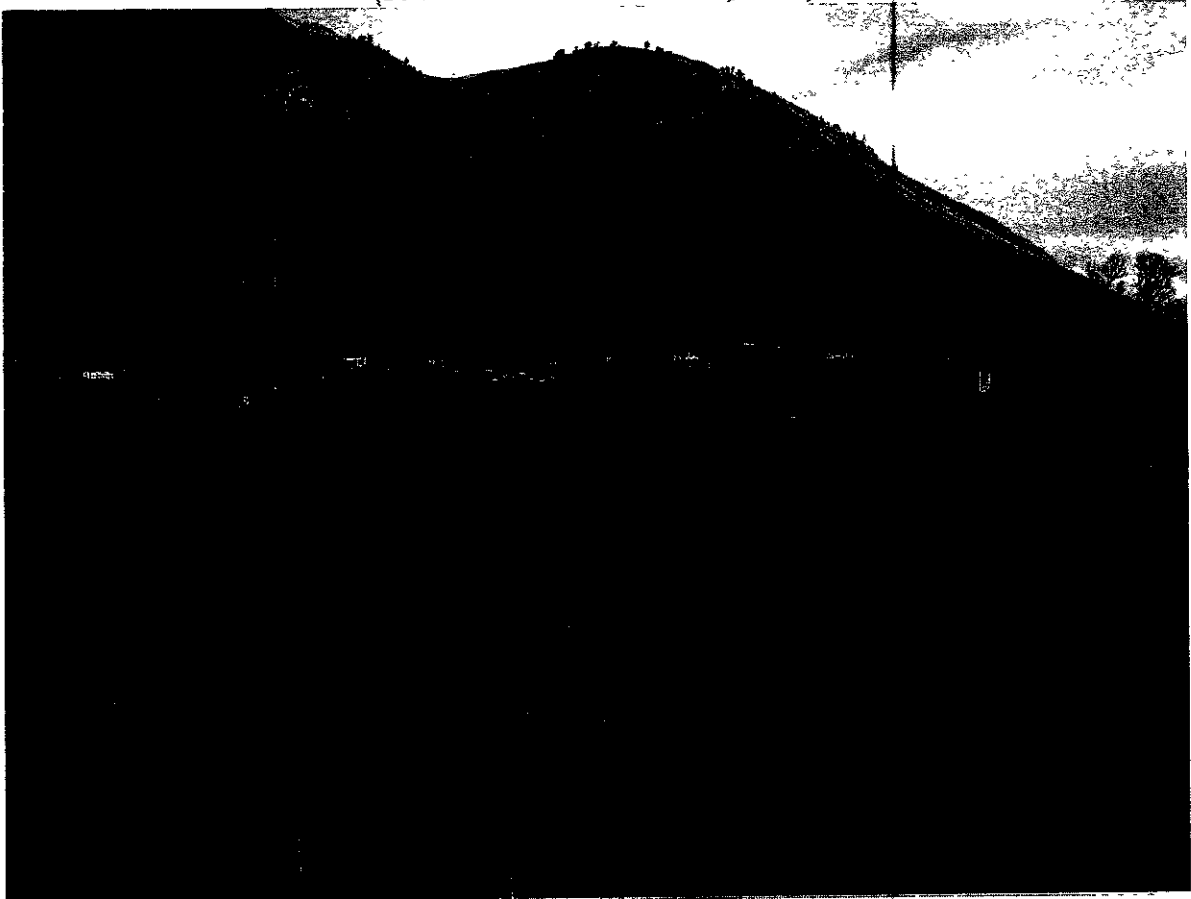
FIGURE 1 - Supplement Photo
Point Map for Karns Meadow Tract 5

NORTH

Scale: 1 in. = 90 ft.

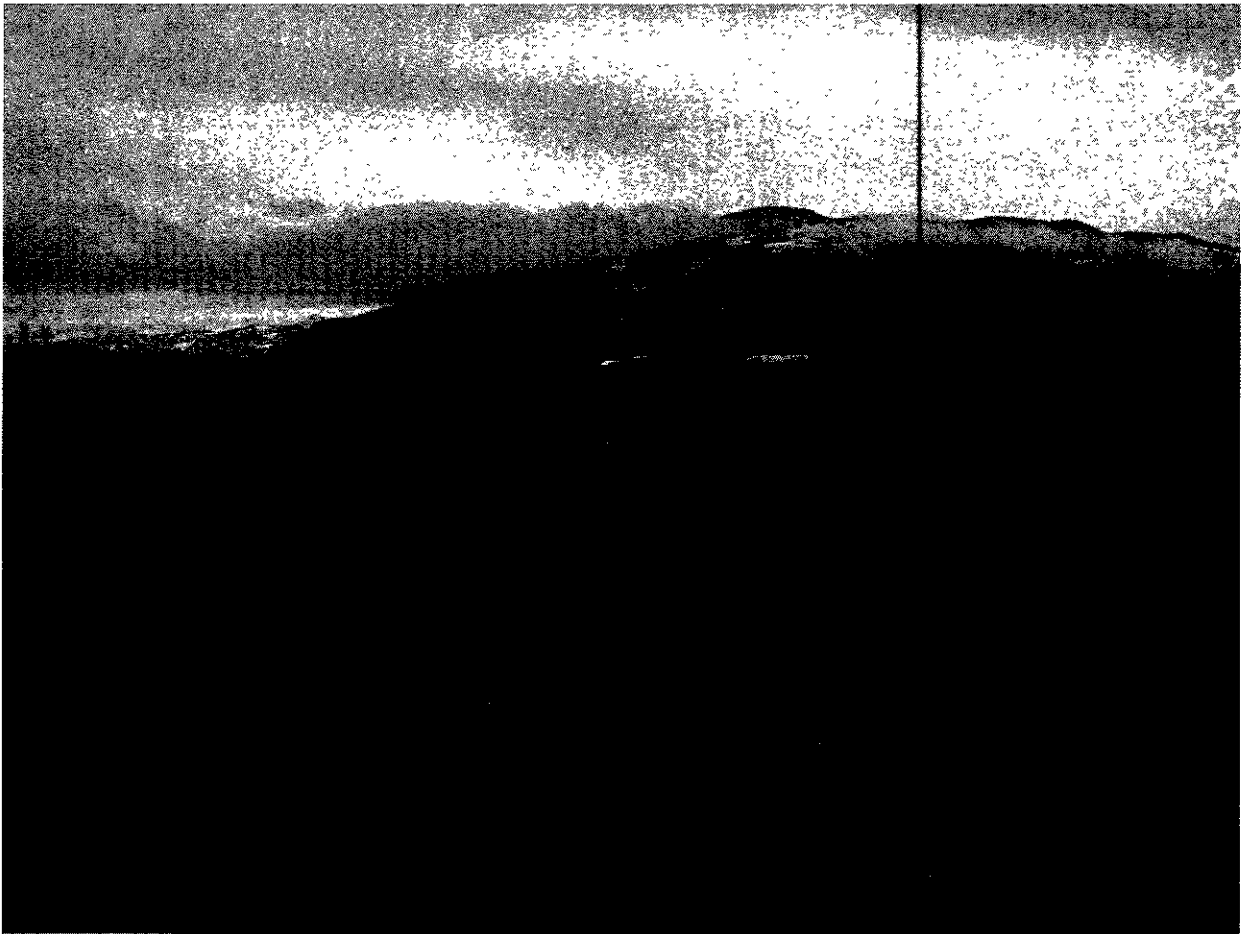


Appendix A – Supplement Photographic Documentation for Karns Meadow Tract 5
(Photos taken November 12, 2007)



POINTS	EAST	NORTH	BEARING	COMMENTS
Photo #1	0518254	4813170	0	Character agricultural meadow from east boundary line
Photo #2	0518254	4813170	315	Character agricultural meadow from east boundary line



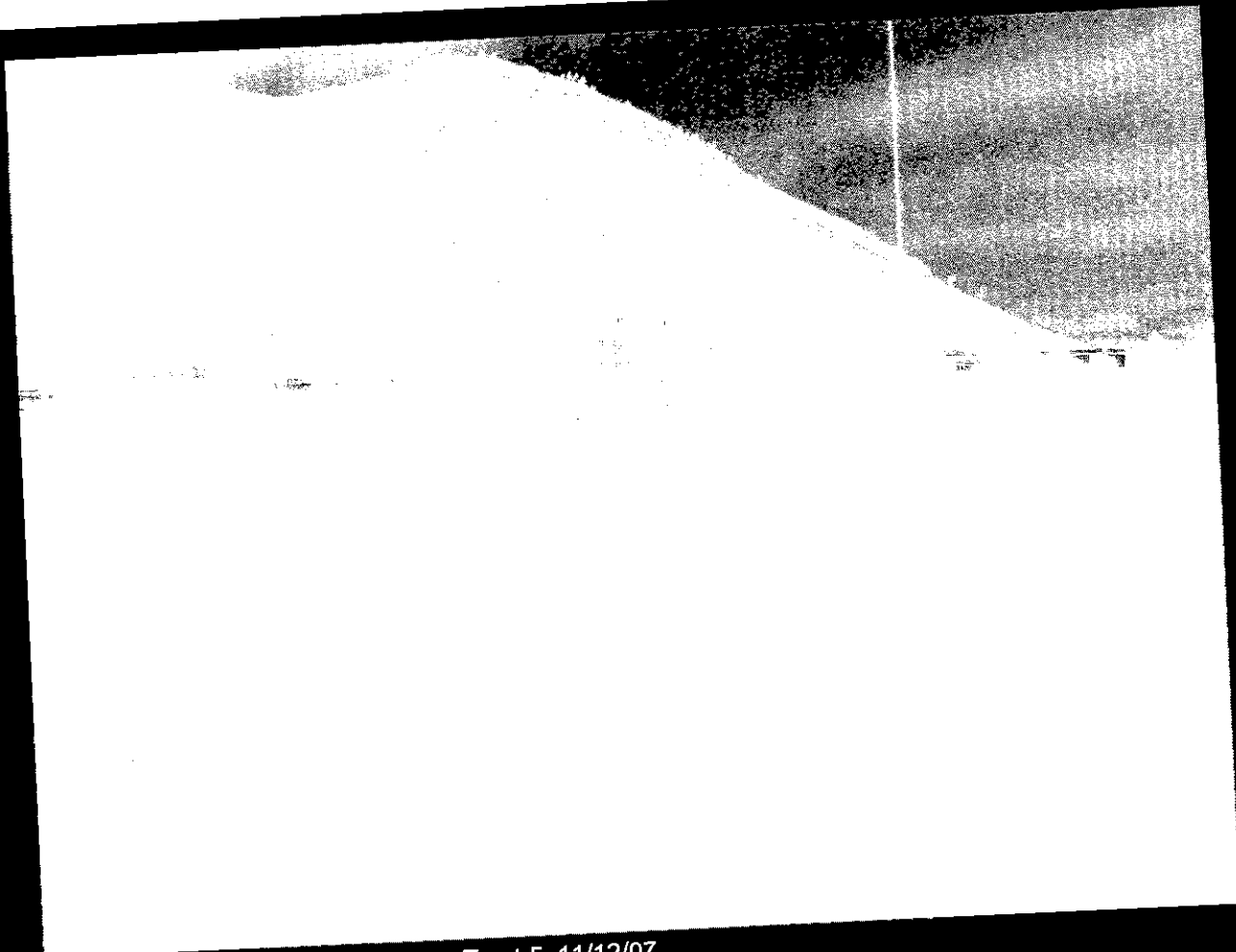


Monitoring Photos: Karns Meadow Tract 5, 11/12/07

POINTS EAST NORTH BEARING COMMENTS

Photo #3	0518159	4813109	70	Character agricultural meadow from SW corner
Photo #4	0518219	4813122	45	Character of pump house access road and SE CE boundary

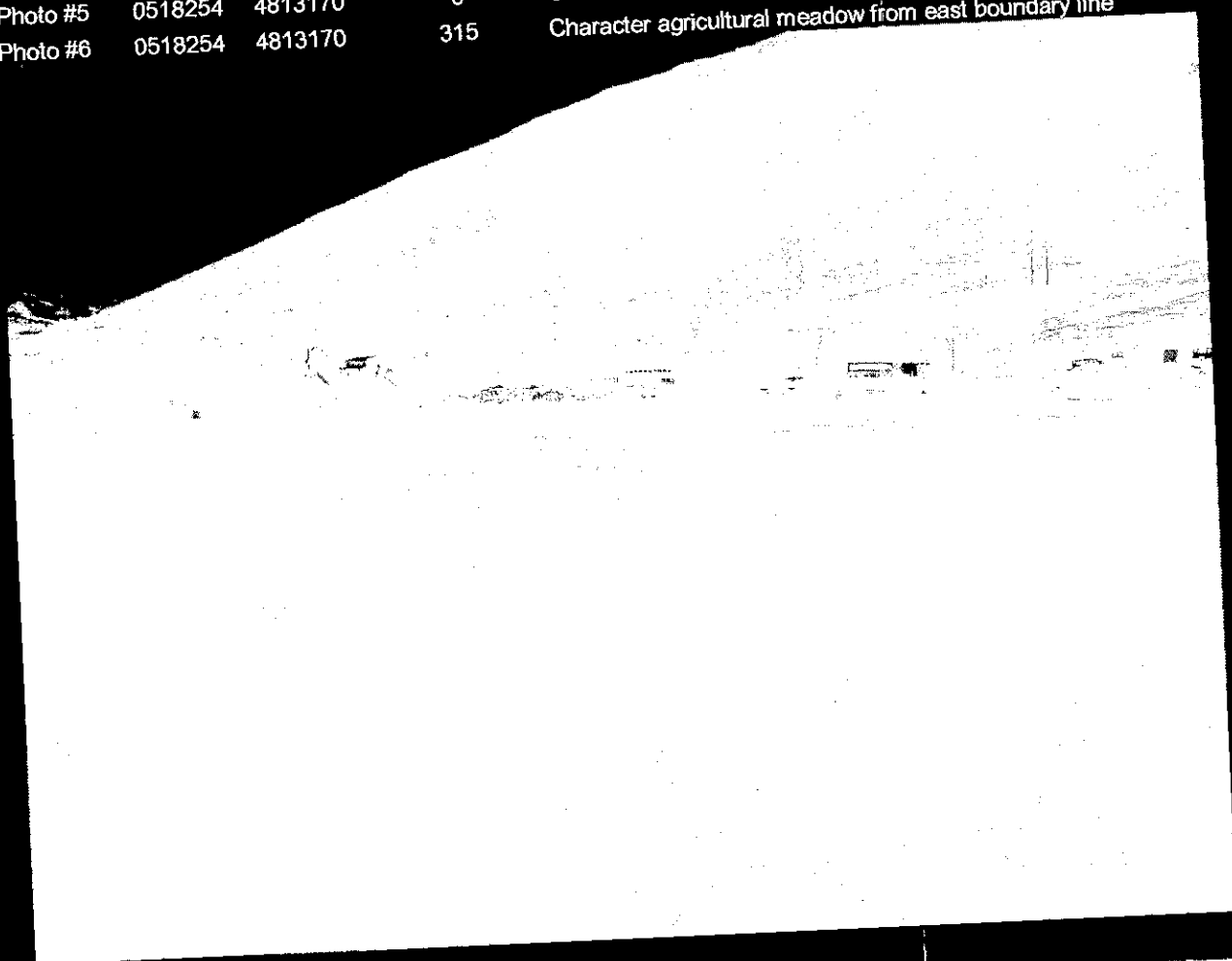




Monitoring Photos: Karns Meadow Tract 5, 11/12/07

	POINTS	EAST	NORTH	BEARING	COMMENTS
--	--------	------	-------	---------	----------

Photo #5	0518254	4813170	0	Character agricultural meadow from east boundary line
Photo #6	0518254	4813170	315	Character agricultural meadow from east boundary line

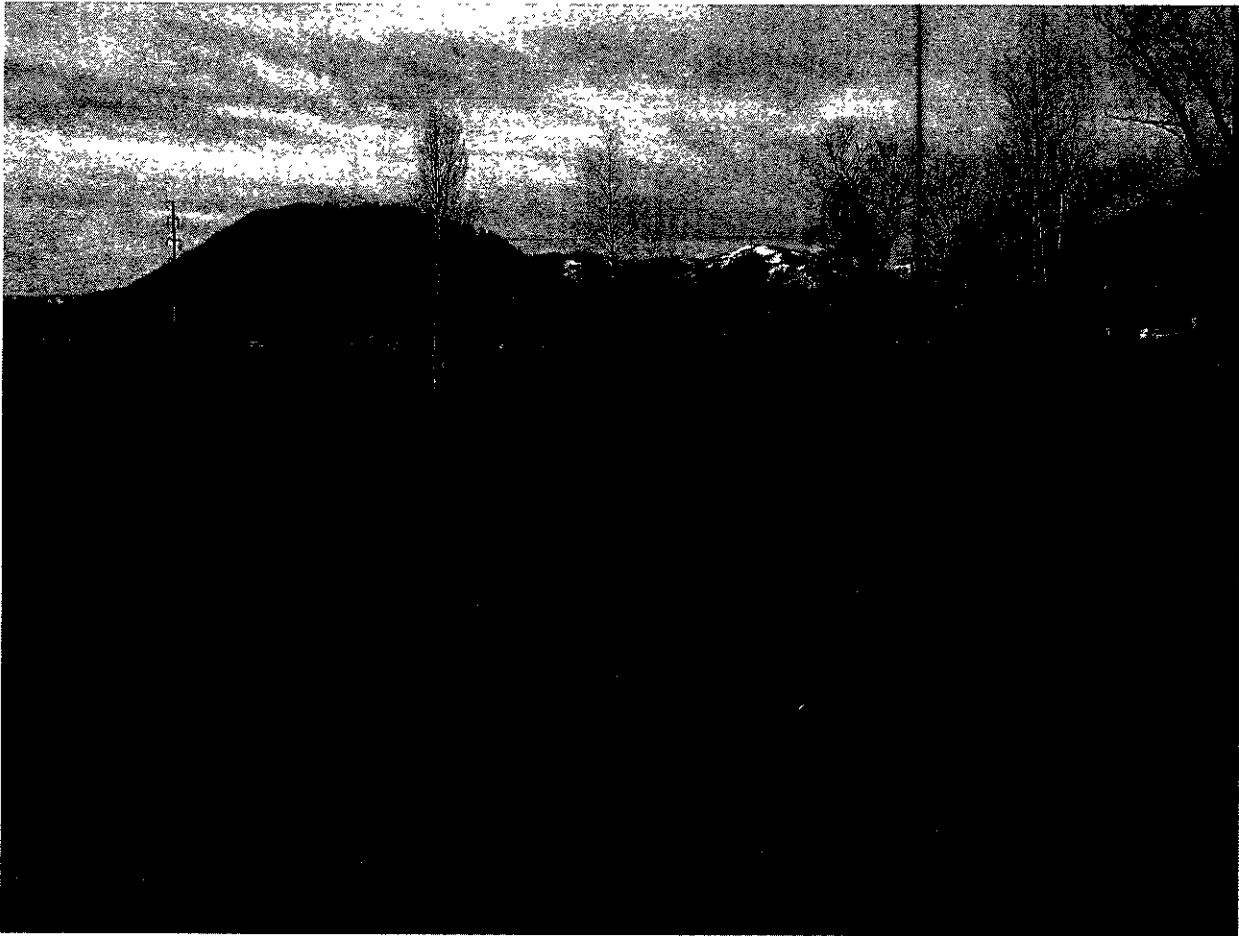




Monitoring Photos: Karns Meadow Tract 5, 11/12/07

POINTS EAST NORTH BEARING				COMMENTS
Photo #7	0518254	4813170	270	Character agricultural meadow from east boundary line
Photo #8	0518254	4813170	225	Character agricultural meadow from east boundary line

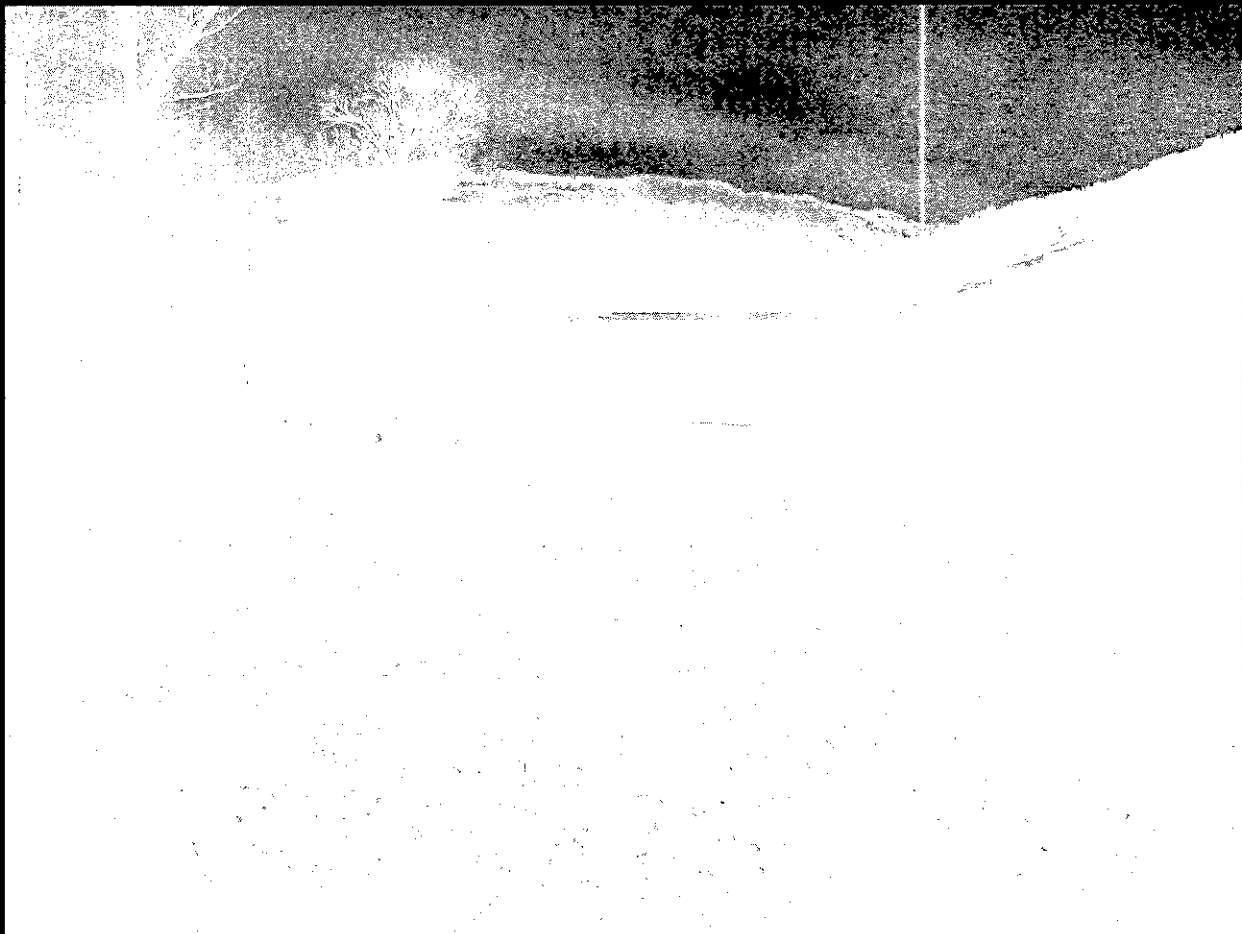




Monitoring Photos: Karns Meadow Tract 5, 11/12/07

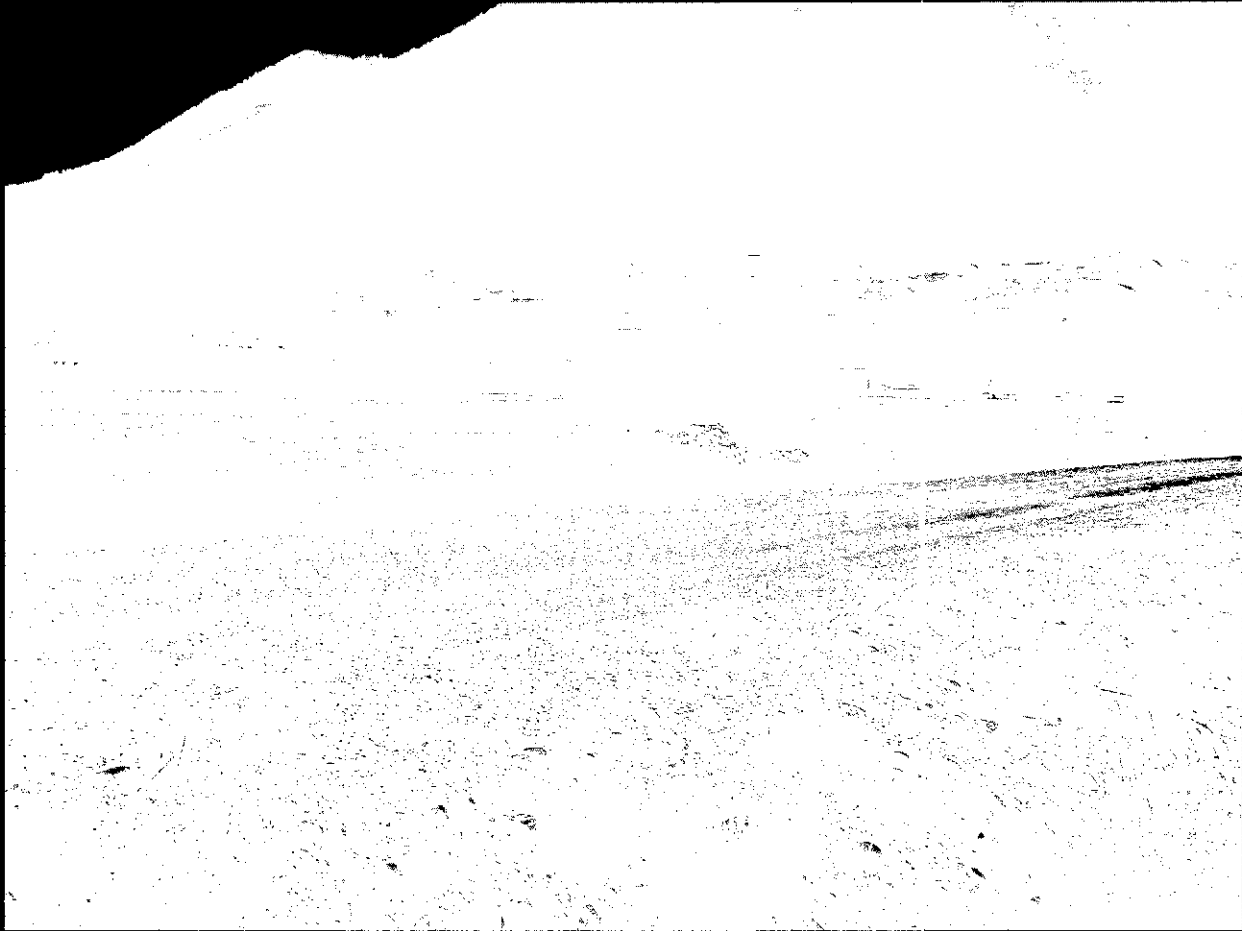
POINTS	EAST	NORTH	BEARING	COMMENTS
Photo #9	0518270	4813277	270	Character along north property line
Photo #10	0518270	4813277	225	Character from NE corner, with abandoned headgate





Monitoring Photos: Karns Meadow Tract 5, 11/12/07

POINTS	EAST	NORTH	BEARING	COMMENTS
Photo #11	0518163	4813281	90	Character from NW corner including sewer infrastructure
Photo #12	0518163	4813281	135	Character of meadow from NW corner





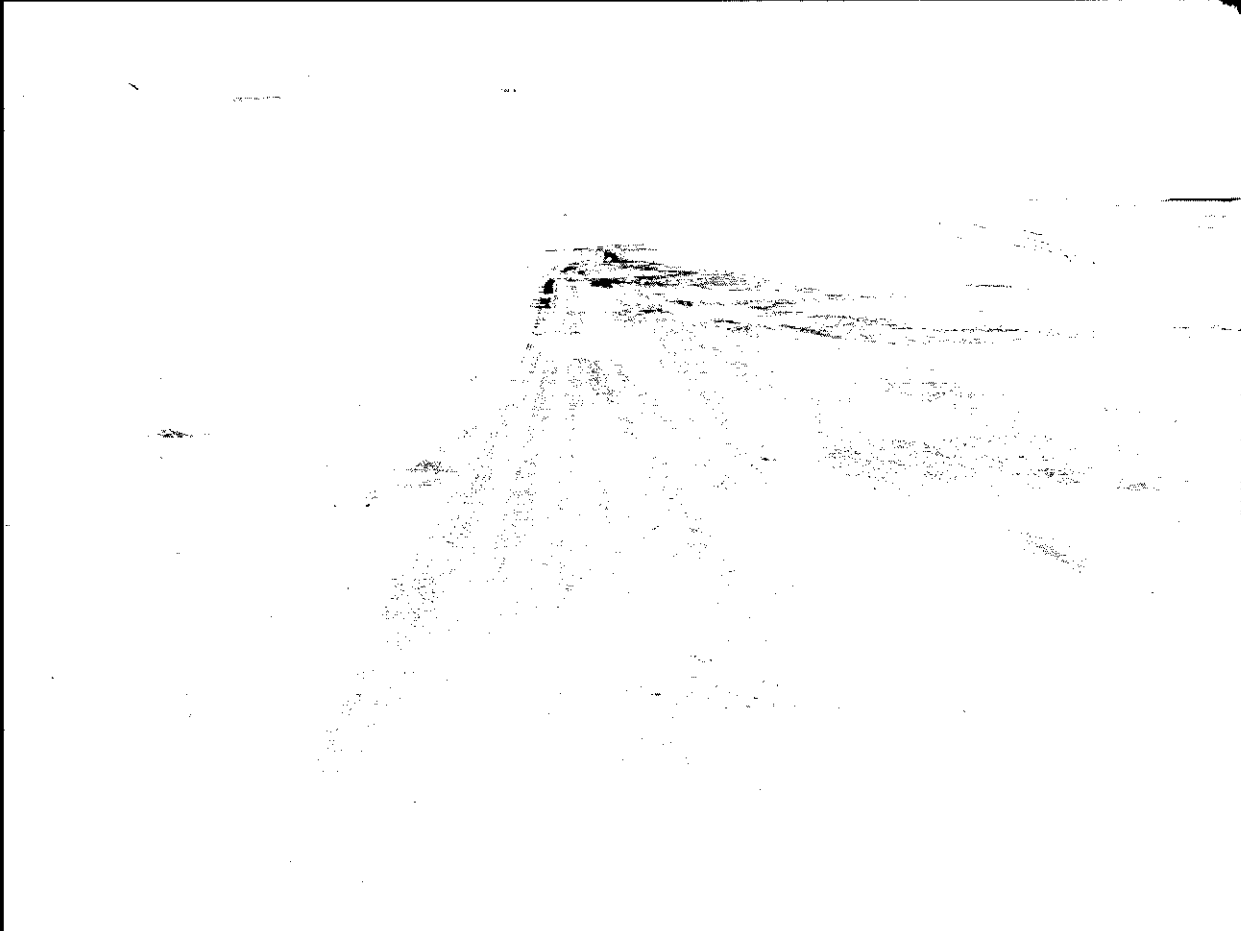
Monitoring Photos:

Monitoring Photos:		Karns Meadow Tract 5, 11/12/07		BEARING	COMMENTS
POINTS	EAST	NORTH			
Photo #13	0518163	4813281	180		
Photo #14	0518168	4813225	0		Character of west boundary and dump area along road
					Character of Karns road

Character of west boundary and dump area along road

Character of Karns road





Monitoring Photos: Karns Meadow Tract 5, 11/12/07

POINTS	EAST	NORTH	BEARING	COMMENTS
Photo #15	0518168	4813225	180	Character of Karns road
Photo #16	0518160	4813131	90	Character of pump house access road

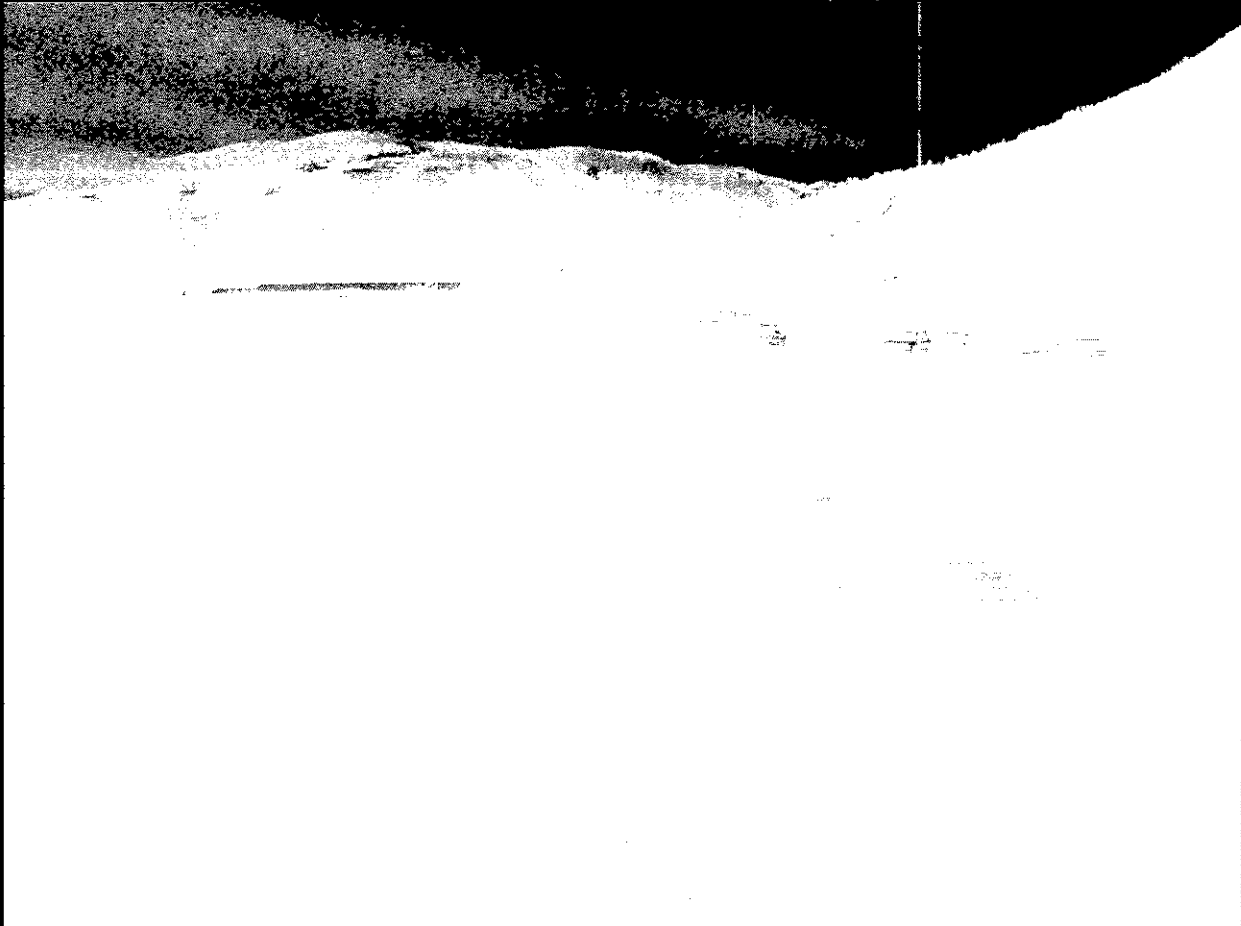
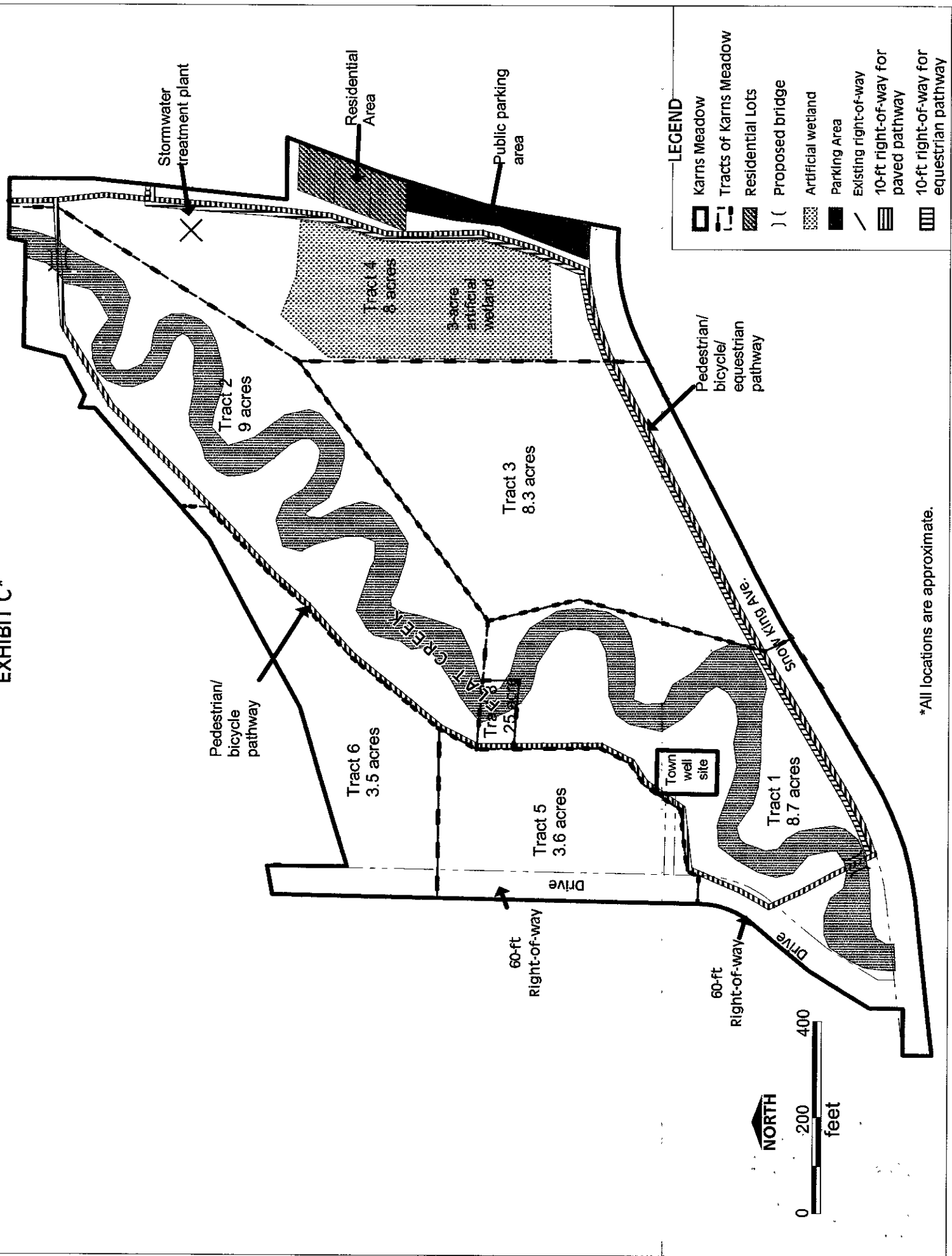


EXHIBIT C*



CONSERVATION EASEMENT

This Conservation Easement (this "Document") is entered into this 2nd day of January, 2009, between the TOWN OF JACKSON, WYOMING, Grantor and THE JACKSON HOLE LAND TRUST, Grantee.

I. BACKGROUND STATEMENT

RELEASED	☐
INDEXED	☒
ABSTRACTED	☒
SCANNED	☒

A. Description of the Parties.

1. **Grantor.** Grantor is an incorporated municipality within the State of Wyoming. Grantor is the owner of certain real property described below and referred to in this Document as the "Property." Grantor's address is 150 East Pearl Avenue, P.O. Box 1687, Jackson, Wyoming 83001.

2. **Grantee.** Grantee is a Wyoming non-profit corporation, and a charitable organization recognized under Sections 501(c)(3) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the "Code"). The address of Grantee is P.O. Box 2897, Jackson, Wyoming 83001. The purpose of Grantee is to preserve and protect open space and the scenic, ranching, agricultural, and wildlife values of Jackson Hole, Wyoming. Grantee works to achieve this purpose by assisting landowners choosing to protect their land in perpetuity. Grantee is qualified to acquire and hold conservation easements under Section 170(h)(3) of the Code.

B. Description of the Purpose of the Conveyance.

1. **General.** The conveyance below provides for the permanent conservation of the Property. The conveyance to Grantee is of a conservation easement (the "Easement") over the Property, upon the terms and conditions contained in this Document. A legal description of the Property is contained in Exhibit A. The Property is also shown on the map attached as Exhibit C as a portion of "Tract 6." Exhibit C also shows the "Karns Meadow" property of which the Property is a portion.

This Easement is conveyed for the benefit of and as an appurtenance to the "Trust Parcel" and conservation easement owned by Grantee, located adjacent to the Property, and recorded in the Office of the Clerk of Teton County, Wyoming in Book 536, beginning at page 105 and the conservation easements owned by the Grantee recorded in Book 577, beginning at page 1078, Book 613, beginning at page 589, and Book 699, beginning at page 213, and the restrictive covenant owned by the Grantee recorded in Book 713, beginning at page 952.

2. **Mutual Consideration.** This Document irrevocably and unconditionally conveys a real property interest in the Property to Grantee. In exchange, Grantee has paid the agreed upon consideration for the Easement, as stated below and, further,

RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING
BOOK 536 PAGE 105
Dec 07/4439 at 115 W 317-311 Filed At 11:25 AM 01/05/09
Sherry L. Helge Teton County Clerk fees: 230.00
by Mary Smith Deputy

2009
2016

Grantee binds itself to monitor the use of the Property and to enforce the terms of the restrictions on the future use of the Property imposed by the Easement, in perpetuity. The parties recognize that acceptance of the responsibility to permanently monitor and enforce these restrictions represents a substantial commitment requiring the expenditure of significant time and financial resources by Grantee.

3. *Easement is a Real Property Right.* The Easement conveys to Grantee a bundle of property rights that are, by the terms of this Document, irrevocably and unconditionally removed from the Property. These rights are defined by the list of permitted and prohibited uses below. The parties intend, by removing these rights from the Property, to permanently protect the Conservation Values (defined in Section I.D, below) of the Property for the benefit of the real property interests owned by Grantee to which the Easement is appurtenant, as described in Subsection I.B.1, for the benefit of the public, and to permanently conserve the Property.

4. *No Conveyance of Use Rights.* Grantee does not acquire, through this conveyance, any rights to the use of the Property. However, Grantee does acquire the right to prevent Grantor and its successors in title to the Property from using the Property in ways that are inconsistent with the terms of this Easement.

5. *Restrictions to Run With the Land.* The parties intend that the restrictions on the future use of the Property imposed by the Easement shall run with the land and bind all future owners, and that the Easement shall benefit the real property interests owned by Grantee to which it is appurtenant, as described in Subsection I.B.1, and be enforceable by the owner of the Easement and such real property interests, in perpetuity.

C. Description of the Property.

The Property consists of approximately 3.49 acres of land located in the Town of Jackson, in Teton County, Wyoming. The Property is currently in a relatively natural state, unimproved by any structures except for a gravel drive along its western boundary. A more detailed description of the Property is contained in the natural resources inventory of the Property (the "Inventory") attached as Exhibit B and described in Section III.E, below.

D. Description of the Conservation Values of the Property.

The "Conservation Values" of the Property are its value for public recreational use, its scenic and open space value to the public, and its unique natural wetland and riparian habitat. Flat Creek lies immediately to the southeast of the Property and provides an important aquatic habitat for fish, including native cutthroat trout, and an important riparian corridor for other animals.

The Property is visible from heavily traveled West Broadway Avenue (U S 26/89/189/191), which is a major tourist route, and from Snow King Avenue and Flat

Creek Drive, and provides a publicly significant scenic view of open meadow, Flat Creek and wetlands. The Property provides important natural wetland and riparian habitat for waterfowl and a corridor for wildlife movement due to its location along Flat Creek and its proximity to the Bridger-Teton National Forest, the National Elk Refuge, and lands owned by the State of Wyoming.

The Property was acquired by Grantor for use as a public Natural Park as defined in Section III.M. The Property is in the vicinity of substantial residential development, including a project of the Teton County Housing Authority. As a public Natural Park, the Property provides important scenic open space, wildlife habitat, and a natural recreation area for nearby residents, as well as the public in general.

The acquisition of the Property and the conveyance of this Conservation Easement are authorized by Resolution # 08-17 approved by the Town Council of the Town of Jackson on August 18, 2008.

II. THE CONVEYANCE

1. *Conveyance of the Easement.* In consideration of the factors recited in the Background Statement, and in consideration of the payment of One Hundred Sixty-Six Thousand Six Hundred Seventy Dollars (\$166,670.00) by the Grantee to the Grantor, receipt of which the Grantor hereby acknowledges, the Grantor hereby GRANTS and CONVEYS to the Grantee the Easement over and across the Property for the Conservation Purposes (described in Section III.A, below) and upon the terms described below. The Easement shall benefit and be appurtenant to the real property interests owned by Grantee and described in Subsection I.B.1, and shall be enforceable by the Grantee and its successors in ownership of the Easement and such real property interests in perpetuity. The Easement shall bind the Grantor and its successors' use of the Property unconditionally and in perpetuity.

2. *Warranty of Title for Easement.* Grantor warrants (a) that, at the time of the execution and delivery of this Document, it was lawfully seized of an indefeasible estate in fee simple in and to the Property, and has a good right and power to convey the Easement; (b) that the Property was, at such time, free from all encumbrances except for matters of record in the Teton County, Wyoming, Clerk's Office that were legally enforceable at such time; and (c) that Grantee and its successors and assigns shall have the quiet and peaceful possession of the Easement. Grantor warrants that it will defend the title to the Property and its right to convey the Easement, according to the terms of this Document, against all persons who may claim such title or challenge its right to make this conveyance.

Grantor further warrants that there are no liens, encumbrances, or other matters of record affecting the Property that would prevent the Grantee from enforcing the terms of the Easement.

3. *Possession.* Grantor shall have the sole possession and use of the Property, except for the rights of Grantee.

III. TERMS OF EASEMENT

A. Conservation Purposes.

The "Conservation Purposes" of the Easement are (i) to preserve the Conservation Values (including, but not limited to, the public recreational values) of the Property and (ii) to restrict the use of the Property to those uses that are consistent with such values and interests.

B. Rights of Grantee.

The affirmative rights conveyed to Grantee by this Easement include the following:

1. *The Right to Preserve the Conservation Values in Perpetuity.* Grantee shall have the right to identify, and to preserve and protect in perpetuity the Conservation Values of the Property and to advance the Conservation Purposes, subject to the terms of the Easement.

2. *The Right to Enter the Property to Monitor and Enforce.* Grantee shall have the right to enter the Property to monitor the use of the Property and to insure compliance with the terms of the Easement. Grantee's right to enter the Property shall not be exercised in a manner that unreasonably interferes with the proper uses being made of the Property at the time of such entry. Prior to any entry upon the Property Grantee shall give seven (7) days written notice to at least one of the then owners of the Property.

3. *Access to the Property Without Notice.* No notice to any Grantor shall be required if Grantee determines that immediate entry is essential to prevent or mitigate a violation of the Easement, or if the then owner of the Property has not provided Grantee with an address to which such notice can be mailed.

4. *The Right to Enjoin Violations and to Seek Restoration, Damages, and Costs.* Grantee shall have the right to enjoin any activity on or use of the Property that violates the terms of the Easement, and to enforce the restoration of such areas or features of the Property that may be damaged by any such activity or use, and to seek and recover damages and costs, pursuant to Section III.G.

Nothing contained in the Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including acts of trespassers or the unauthorized wrongful acts of third persons, fire, flood, storm, earth movement, or from any prudent action necessarily taken by Grantor under emergency conditions to

prevent, abate, or mitigate significant injury to the Property resulting from such causes.

C. Rights Reserved by Grantor.

The following uses are consistent with the Conservation Purposes and are reserved by Grantor, subject to the conditions that such uses (i) are undertaken in a manner that is consistent with the Conservation Purposes and other specific standards that may be mentioned in connection with a particular use below (provided that the uses of the Property expressly reserved by Grantor in this Easement shall not, in any event, be reduced) and, (ii) are not prohibited under Section III.D or any of its Subsections. In some cases, the right to undertake a reserved use is limited by the requirement that such use be expressly approved by Grantee, in which cases notice and approval, in accordance with the provisions of Section III.F, are required.

1. *Natural Park.* Grantor reserves the rights to establish and maintain a public Natural Park, as that phrase is defined in Section III.M, below. Grantee may in its reasonable discretion, upon written request by Grantor, change the uses permitted in connection with the Natural Park, provided that such changes are consistent with the Conservation Values of the Property as open space and wildlife habitat, and with informal and limited public recreational use, as that phrase is defined in Subsection III.M below.

2. *Physical Improvements.* Grantor reserves the rights construct, use and maintain the following physical improvements on the Property:

(a) A public drive for access to the Property and adjoining property over the existing sixty (60)-foot right of way located along the western border of the Property as shown on the map attached as Exhibit C. Grantor reserves the right to pave said drive and to provide signage along said drive as may be required by applicable standards for public streets.

Lighting may be provided along the drive. Lighting shall use ninety (90)-degree horizontal cut-off downcast fixtures, shall be incandescent in color, and shall not exceed twelve (12) feet in height.

(b) Bathroom facilities and picnic shelters for users of the Natural Park. The total impervious surface created by such structures shall not exceed 5,000 square feet. Grantor agrees not to locate such facilities within fifty (50)-feet of Flat Creek, or within the drip-line of any existing mature trees on the Property, or to disturb such area during construction, use or maintenance of such facilities.

Lighting may be provided, if necessary for security purposes, over the entrances to the bathroom facilities. Such lighting shall use ninety (90)-degree horizontal cut-off downcast fixtures, shall be incandescent in color, and shall be attached to the bathroom structure.

(c) Grantor also reserves the rights to drill for, construct, operate, use and maintain one (1) water well on the Property, provided that such well and any earth disturbance in connection with establishing, operating, using and/or maintaining the well is not located within fifty (50)-feet of Flat Creek or within the drip-lines of the existing mature trees on the Property, and that all well facilities, including pumps, water pipes, storage tanks, and/or treatment facilities are either located underground or off from the Property.

(d) A combination bicycle, pedestrian, and cross-country ski pathway, such pathway not to exceed ten (10) feet in width in the approximate location shown on the map attached as Exhibit C. Said pathway may be paved.

Lighting may be provided along the pathway provided for in this Subsection III C.2(d). Lighting shall use 90-degree horizontal cut-off downcast fixtures, shall be incandescent in color, and shall not exceed eight (8) feet in height. Such lighting shall only be used from November through March and shall be turned off after 10 00 p m.

Unlighted, wooden or simulated wooden signs for purposes of providing direction to users of the pathway provided for in this Subsection III.C.2(d).

Any area disturbed by the construction, use and/or maintenance of the physical improvements provided for in this Subsection III.C.2 shall be promptly restored and re-vegetated with plants native to the Jackson Hole region, to the reasonable satisfaction of Grantee, upon the completion or substantial (more than sixty (60) days), non-seasonally related, interruption of such work.

Grantor shall provide Grantee with thirty (30) days prior notice before beginning any work on the Property provided for in this Subsection III.C.2.

3. *Planting.* Grantor reserves the rights to plant and maintain non-noxious plant species native to the Jackson Hole region for the purpose of maintaining existing plant and animal habitat and biodiversity.

4. *Chemical Use.* Grantor reserves the rights to use ecologically safe agricultural and horticultural chemicals and biological controls, including, but not limited to, fertilizers and herbicides. Such chemicals shall be used in accordance with the manufacturers' recommendations and applicable governmental regulations. Chemical use shall be limited to that which does not impair the quality or function of the aquatic, riparian and wetland habitat on the Property. Grantor also reserves the right to conduct spraying from aircraft for purposes of mosquito control.

5. *Removal of Vegetation.* Grantor reserves the right to remove dead or damaged trees that, because of their condition, pose a threat of injury to people. In addition, Grantor reserves the right to clear vegetation as necessary (i) for

construction and maintenance of the improvements reserved in Subsection III.C.2, (u) for effective fire prevention; and (iii) to effectively stop the spread of insect infestation or disease in plants. Grantor agrees to provide Grantee with at least ten (10) working days prior notice before beginning any work on the Property pursuant to this Subsection III.C.5.

6. *Habitat Improvements.* Grantor reserves the rights to undertake, maintain and use habitat improvements including, but not limited to, improvements along Flat Creek for purposes of improving aquatic habitat for wildlife. Grantor agrees to provide Grantee with ten (10) working days prior notice before beginning any work on the Property pursuant to this Subsection III.C.6.

7. *Use of Vehicles.* Grantor reserves the right to use motorized vehicles along the drive provided for in Subsection III.C.2(a) and for maintenance activities, including off road use if necessary for maintenance.

8. *Scientific Study and Educational Use.* Grantor reserves the rights to undertake the scientific study of wildlife, plant and animal habitat and to use the Property for educational field trips.

9. *Recreational Activities.* Grantor reserves the rights to use the Property for recreational activities permitted in connection with the Natural Park, as defined in Subsection III.M, below, as well as sports (consistent with informal and limited public recreational use as defined in Subsection III.M) such as soccer, rugby, softball, touch football, volleyball, and horseshoes. Grantor also reserves the right to use the Property for non-commercial landing of non-motorized hang gliders and paragliders, provided that such landing occurs within the cleared areas of the Property and does not constitute a volume of activity that harms the riparian habitat on the Property.

10. *Special Events.* Grantor reserves the right to hold periodic special events, as defined in Subsection III.M, which may include the temporary use of tents and platforms. Such events may be public in nature, or may be for private parties on rental basis. Special events shall not exceed six per year.

11. *Commercial Photography, etc.* Grantor reserves the rights to undertake commercial photography and picture painting on the Property, provided that such uses do not require the construction or location of any structures on the Property other than the temporary use of photography and painting equipment.

12. *Maintenance Activities.* Mowing, bush hogging, etc. is permitted to maintain the Property.

D. Prohibited Uses.

In general, no use shall be permitted on the Property that is inconsistent with the Conservation Purposes. Specifically, the following uses on the Property are

deemed to be inconsistent with the Conservation Purposes and are prohibited, except to the extent that such uses are necessary for permitted uses described in Section III C and the Subsections thereof:

1. *Improvements.* The construction or placement of any improvements on the Property, except as provided in Subsection III.C.2.

2. *Night-time Use.* The Property shall be closed to the public from 10 00 p m to sunrise.

3. *Vegetation Removal.* The removal, destruction, or cutting of vegetation, except as provided in Subsections III.C.5 and 12.

4. *Alteration of Habitat.* The change, disturbance, alteration or impairment of the existing wetland, aquatic and riparian habitat for plants and wildlife, except necessary for uses reserved in Subsections III.C.2, 5 or 6.

5. *Grading and Filling.* Grading and filling, or any other alteration of the existing topography, except as necessary for uses reserved in Subsections III.C.2 or 6

6. *Introduction of Non-native Species.* The introduction of non-native plant or animal species.

7. *Use of Chemicals.* The aerial application or use of chemicals, except as reserved in Subsection III.C.4.

8. *Roads and Trails.* The construction of any roads, drives, pathways or vehicle trails, except for the drive reserved in Subsection III.C.2(a); footpaths for access to the facilities reserved in Subsection III.C.2(b); and the bicycle and pedestrian pathway reserved in Subsection III.C.2(d).

9. *Use of Vehicles, etc.* The use (including landing or take-off) of motorized vehicles, except as reserved in Subsection III.C.7, and the staging or landing passenger balloons.

10. *Land Division.* Division or *de facto* division (through sales, long-term leases, or otherwise), including the transfer of any part of the Property separate from the remainder of the Property.

11. *Pets.* Pets are not allowed on the Property.

12. *Mining and Mineral Extraction.* Mining by strip or surface mining, or any other method, and drilling and exploring for oil and/or gas or the recovery of coal-bed methane.

13. *Commercial or Industrial Use.* Any commercial or industrial use, except as reserved in Subsections III.C.10 and III.C.11.

14. *Water Rights.* Transferring, encumbering, leasing, selling, or otherwise separating any water rights from the Property without the prior written approval of the Grantee. Grantor shall use its best efforts to comply with all laws and regulations that ensure the retention of any and all water rights, now or in the future, pertaining to the Property. Nevertheless, Grantor may transfer any water with respect to which it is unable to maintain the beneficial use due to the physical improvements provided for in Subsection III.C.2, and which water rights it is unable to transfer to the balance of the Property or adjoining property included within the boundaries of the Karns Meadow property as shown on the map attached as Exhibit C.

15. *Dumping and Storage.* The dumping or other disposal of toxic materials or other refuse, or untreated storm water or wastewater, except for drainage pipes existing on the date of recordation of this Easement. The storage or parking of materials or equipment, including snow storage or dumping, except for snow naturally falling on the Property itself.

This prohibition does not impose liability on Grantee with respect to the Property, nor shall Grantee, with respect to the Property, be construed as having liability as a "responsible party" under CERCLA, or similar federal or state statutes.

16. *Manipulation of Watercourses.* The manipulation, diversion, or other alteration of natural watercourses, or riparian areas, or any practice which degrades or destabilizes natural banks or shorelines, except as reserved by the provisions of Subsection III.C.6.

17. *Camping and Fires.* Overnight camping and/or open fires.

18. *Sound Amplification and Fireworks.* The use of sound amplification equipment and/or fireworks.

19. *Special Events.* The use of the Property for special events, as defined in Section III.M, except as provided in Subsection III.C.10.

20. *Hunting.* The use of the Property for hunting.

E. Inventory.

The Inventory, attached as Exhibit B, describes the existing condition and character of the Property. The parties hereby acknowledge the accuracy of the Inventory, and they acknowledge receipt of the Inventory prior to the execution of this Document. The Inventory may be used to monitor compliance with the terms of the Easement and to assist in the enforcement of its terms. However, the parties shall not be foreclosed from using other relevant evidence to assist in the resolution of any controversy regarding compliance.

F. Notice and Approval Requirements.

1. *Form of Notice.* Any notices, demands or other communications required or permitted to be given by the terms of this Document shall be given in writing and shall be delivered (i) in person (such delivery to be evidenced by a signed receipt), (ii) by certified mail, postage prepaid, return receipt requested; (iii) by U.S. Express Mail or commercial overnight courier; (iv) by regular U.S. Mail; or (v) telephone facsimile or electronic mail.

Such notices shall be deemed to be received (i) when actually delivered, in the case of personal delivery; (ii) when delivered as confirmed by the return receipt if sent by certified mail; (iii) within two business days of deposit with a courier in the case of U.S. Express Mail or commercial overnight courier; (iv) when actually received, in the case of U.S. Mail; or (v) when sent, with a confirmation of delivery if sent by telephone facsimile or electronic mail. Such notices shall be sent to the addresses of the parties set forth above and, in the case of notice by telephone facsimile or electronic mail, to the telephone number or electronic mail address provided by the party to whom notice is being sent.

Notice of change of address shall be effective only when done in accordance with this Subsection III.F.1.

2. *Written Notice to Grantee Required.* Grantor hereby relinquishes any right to make any use of or undertake any activity on the Property that may be inconsistent with the Conservation Purposes, or with respect to which permission of Grantee is expressly required by the terms of this Easement, until it has notified Grantee in accordance with this Section III.F and obtained approval therefor from Grantee.

3. *Response by Grantee.* Grantee shall, within thirty (30) days from receipt of a request hereunder, respond in writing to any request for approval by Grantor made in compliance with this Section III.F. Until expressly permitted in writing by Grantee, Grantor shall not commence the use or activity described in the notice. All uses or activities requiring prior written approval by Grantee shall be conducted consistently with such approval when granted.

Failure by Grantee to respond within such thirty (30)-day period shall be deemed approval by Grantee of any proposed use or activity described in the Grantor's request, provided that such use or activity is consistent with the Conservation Purposes of the Easement.

In the event that Grantee objects to the proposed use or activity, it shall inform Grantor in writing of the manner, if any, in which the proposed use or activity can be modified to satisfy its objections. Thereafter, Grantor may submit a revised proposal accommodating the objections and Grantee shall review and respond to such revision in the same manner as to the original notice.

Any objection by Grantee to a proposed use or activity shall be based upon its opinion that the proposed use or activity is inconsistent with the Easement and upon any specific standards provided for herein. Grantee shall have reasonable discretion in determining whether or not a proposed use or activity is consistent with the terms of the Easement and any such standards.

In no event may Grantee permit any use or activity on the Property that would be inconsistent with the Conservation Purposes.

4. *Content of Notices.* All required notices hereunder shall be in writing and shall provide sufficient information, in addition to any information required by other provisions of the Easement, to allow, in the case of notice to Grantee, Grantee to determine whether the proposal is consistent with this Easement. In the case of notice to Grantor, the notice shall inform Grantor of the purpose of the notice and the provision(s) of the Easement with respect to which the notice has been sent.

G. Enforcement of the Easement.

1. *Right to Injunction, etc.* The parties recognize that money damages, or other non-injunctive relief, may not adequately remedy a violation of the Easement. Therefore, the parties agree that any violation of the Easement shall be subject to termination through injunctive proceedings, including the imposition of temporary restraining orders, preliminary injunctions, specific performance, or any other legal means.

2. *Right to Restoration.* In addition, Grantee shall have the right, but not the obligation, to enforce the restoration of the portions of the Property affected by activities in violation of the Easement. Such restoration shall be, as nearly as possible, to the condition that existed prior to such violation.

3. *Right to Recover Damages.* In the event of a violation of the terms of the Easement, in addition to the other remedies provided for in this Section III.G, and any other remedies available in law or equity, Grantee shall also be entitled to recover all damages necessary to place Grantee in the same position that it would have been in but for the violation. The parties agree that in determining such damages the following factors, among others, may be considered (i) the costs of restoration of the Property as provided in Subsection III.G.2, and (ii) one-quarter (1/4) of the full market cost of purchasing a conservation easement with terms comparable to this Easement over land in the vicinity of the Property of similar size and with conservation values that are reasonably comparable to the Conservation Values of the Property.

4. *Costs and Attorneys Fees.* In addition to any other damages to which it may be entitled, Grantee shall be entitled to recover the costs of enforcement of any of the terms of the Easement, including reasonable attorneys' fees, expenses and court costs, provided that it is, at least in part, the prevailing party in any such action.

5. *Right to Proceed Against Third Parties.* Grantee has the right to proceed against any third party or parties whose actions threaten or damage the Conservation Values, including the right to pursue all remedies and damages provided in this Section III.G. The owner of the Property at the time of any such proposed proceeding against a third party shall cooperate with Grantee in such proceeding.

6. *Right to Require Assignment of Trespass Claims.* If requested by Grantee, Grantor shall assign to Grantee any cause of action for trespass resulting in a violation of the Easement that may be available to such Grantor. Grantor may condition such assignment to provide for the (i) diligent prosecution of any such action by Grantee and (ii) division between Grantee and such Grantor of any recovery, over and above Grantee's attorney's fees and expenses incurred, resulting from such action.

7. *No Waiver.* Failure by Grantee, for any reason, to exercise the rights granted to it by the Easement, in the event of any violation of its terms, shall not be deemed or construed to be a waiver of Grantee's rights hereunder as to that, or any subsequent, violation.

8. *Grantor's Right to Recover Damages.* In the event that Grantee is found by a court having jurisdiction in the case to have willfully or wantonly, and in direct contravention of the Easement, violated the terms of the Easement, Grantor shall be entitled to recover such damages as it may have incurred as a result of such violation, together with its reasonable attorney's fees, expenses and court costs.

H. *Payment of Costs, Taxes or Assessments.*

1. *Payment of Costs of Operation, etc.* The owners of the Property shall bear all costs of operation, upkeep and maintenance of the Property.

2. *Payment of Taxes.* The owners of the Property shall pay all real estate taxes or assessments lawfully levied upon the Property and/or the Easement or upon Grantee as a result of its holding the Easement, and Grantee shall have no obligation or responsibility for the payment of such taxes or assessments.

Grantee shall have the right to make any payment or to participate in any foreclosure or similar proceeding resulting from any delinquency, as necessary to protect its interest in the Property. Any costs incurred by Grantee in case of any such payment or participation shall be reimbursed promptly by the owners of the Property, and/or such other Grantor as may be determined by a court having jurisdiction in the case to be responsible for such costs.

3. *Indemnification.* The owner of the Property, and any other Grantor liable for the costs and taxes, etc., payment of which is provided for in this Section III H, shall indemnify Grantee and the Indemnified Parties from any liability therefor or

expenses incurred by Grantee in connection with the payment of such costs and/or taxes.

I. Grantee Indemnified from Damages.

The owners of the Property shall indemnify and hold Grantee, and the Indemnified Parties, harmless from any court awarded damages, together with reasonable attorneys fees and expenses incurred by Grantee and the Indemnified Parties, and all attorney's fees and expenses assessed against Grantee and the Indemnified Parties, resulting from any and all of the following:

- Personal injury or property damage that occurs on the Property not due to the negligence of Grantee or its agents;
- Liability under CERCLA, and/or similar local, state or federal laws pertaining to the cleanup of hazardous substances not placed on the Property by Grantee or its agents;
- Liability relating to cleanup of hazardous substances that were released or in any way deposited on the Property prior to the date of this Document, other than by Grantee or its agents;
- Liability for any and all release, or deposit in any manner on the Property of such substances caused by, or contributed to, by the owners of the Principal Parcel subsequent to the date of this Document.

In addition, any other Grantor responsible for such damages, fees and expenses, shall also indemnify and hold harmless Grantee and the Indemnified Parties. The provisions of this Section IIII may be enforced by Grantee in a court having jurisdiction over the case.

J. Assignment of Easement.

The Easement may be transferred by Grantee on the following terms and conditions:

1. *Transfer Limited to Qualified Organizations.* If Grantee decides to transfer the Easement, it shall promptly transfer the Easement and the real property interests to which it is appurtenant as described in Subsection I.B.1, to a non-profit, non-governmental organization qualified under Section 170(h)(3) of the Code that is able and willing to carry out the Conservation Purposes in perpetuity.

It is a precondition to the transfer of the Easement that the transferee organization shall be required, and shall agree in writing, to carry out the Conservation Purposes, and that such organization shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Code.

2. *Notice Prior to Transfer.* Grantee shall give thirty (30) days written notice to the then owner of the Property prior to transferring the Easement. Grantee shall, whenever reasonably practical, honor such owner's preferences regarding a transferee of the Easement, provided that they are made known to Grantee within such thirty (30)-day period, and provided that any suggested transferee meets the criteria of this Section III.J.

K. Extinguishment of this Easement.

In the event that the Easement is extinguished by condemnation or otherwise, without the consent of Grantee, as to the entire Property or any substantial portion thereof, or in the event that the terms of the Easement are altered in a manner that substantially and negatively affects the Conservation Values and/or the Conservation Purposes, without consent of Grantee, by condemnation or otherwise, Grantee shall be entitled to repayment of the consideration paid by it for the Easement, together with interest on that amount from the date of recordation of this Document until the date of repayment at the annual rate of six percent (6%).

L. Notice to Grantee of Principal Parcel Transfer.

Grantor shall provide Grantee with thirty (30) days written notice prior to conveying the Property or any portion thereof or interest therein. The notice shall include the address of the transferee. Failure to provide this notice shall not in any way affect the validity or enforceability of the Easement against any subsequent owner of the Property, or the validity of the conveyance.

M. Definitions.

For purposes of this Document, the following terms shall have the meaning given to them in this Section III.M:

- The term "Grantor" shall mean the Grantor and Grantor's successors in title to the Property, including tenants, leasees, and licensees of the Property or any portion thereof.
- The term "Grantee" shall mean The Jackson Hole Land Trust and its successors and/or assigns.
- The phrase "owners of the Property" shall refer only to the Grantor who is the owner of the Property then in possession and not to all Grantors.
- The terms "existing" or "currently," and variations thereof, shall mean existing or current at the time of the recordation of this Document.

• The term "use" shall mean physical use of the Property, or any part thereof, or an activity on the Property or any part thereof.

• The term "necessary" shall be interpreted to limit the permitted use to which it applies to that which is essential to the accomplishment of such use.

• The term "Indemnified Parties" shall refer to Grantee's officers, employees and Board members, and their heirs, successors and assigns.

• The term "Natural Park" shall refer to a public park the use of which is limited to informal and limited public recreational use including fishing, hiking, cross-country skiing, handicapped access, picnicking, and other informal recreational activities not requiring alteration of the existing natural condition of the Property such as kite flying, and playing catch or Frisbee.

Uses excluded from the term Natural Park include recreational uses requiring significant improvements or other alteration of the natural condition of the Property, such as playing fields, sports arenas, ice rinks, or other intensive uses or uses inconsistent with preservation of the existing natural features of the Property.

• The phrase "informal and limited public recreational use" shall refer to use by individual members of the public as opposed to use by organized sports teams, leagues, etc., whether or not such teams, etc. are comprised of professionals or amateurs, children, youths, or adults, and whether or not associated with a school. The phrase shall include groups engaging primarily in wildlife observation and/or study, or social activities such as picnics.

• The phrase "special event" shall refer to an event, including any related event occurring contemporaneously on the Property or any adjoining property at which attendance (including attendance at any such related event) exceeds fifty (50) persons.

N. Miscellaneous Provisions.

1. *Severability.* If any provisions of this Document or the application thereof to any person or circumstance are found to be invalid the remainder of this Document, and the application of such provisions to other persons or circumstances, shall not be affected.

2. *Recordation.* This Document shall be recorded in the Office of the Clerk of Teton County, Wyoming.

3. *Reference to Easement Required.* Reference to the Easement shall be made in a separate paragraph of any subsequent deed or other legal instrument by which any interest (including a leasehold interest or temporary rental for purposes of special events) in the Property is conveyed. Such reference shall include the

166,670 +
37,853

\$204,523

→ To buy OUT
CONSERVATION EASEMENT

recording data pertaining to this Document. Failure to provide this reference shall not in any way affect the validity or enforceability of the Easement against any subsequent owner of the Property, or the validity of such conveyance.

4. *Construction.* This Document shall be construed according to the laws of the State of Wyoming and the United States of America. The parties agree that venue and jurisdiction for the trial of any dispute between them or any third party relating to the enforcement or violation of any of the terms of this Document shall be the state trial court serving Teton County, Wyoming, and no proceeding shall be initiated in any other court, except for appeals from the decision of such trial court.

Neither of the parties hereto shall be deemed the draftsman of this Document or any part thereof, each having had the benefit of counsel of their own choosing in negotiating its terms.

5. *Extinguishment of Development Rights.* Grantor hereby grants to Grantee all of the development rights pertaining to the Property, except for those development rights expressly reserved by Grantor herein. Development rights shall be deemed to include, but not be limited to, all development rights and development potential that are now or hereafter allocated to, implied, reserved or inherent in the Property, including, but not limited to (i) all subdivision and development density rights and potential and (ii) the right to use any of the acreage of the Property in any acreage calculation having the effect of creating or contributing to additional development, whether such rights exist now or in the future under federal, state or local law, or otherwise.

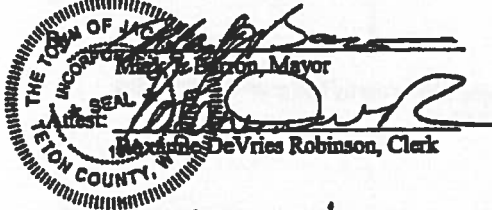
Grantor unconditionally and irrevocably relinquishes the right to transfer such development rights to any other property adjacent or otherwise, or to use them for the purposes of calculating permissible lot yield, density, development potential etc., of the Property or any other property.

The parties agree that all such development rights are hereby terminated and extinguished in perpetuity.

6. *Eminent Domain.* Nothing contained in this Document shall be deemed to limit in any manner the power of eminent domain of the Town of Jackson, Wyoming

IN WITNESS WHEREOF, Grantor has executed this Document the day and year first above written.

THE TOWN OF JACKSON, WYOMING



Accepted this 2 day of January, 2009, by The Jackson Hole Land Trust

THE JACKSON HOLE LAND TRUST

By: M. Gilday
Margaret Gilday, President

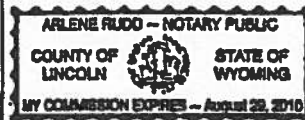
STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Mark J Barron on this 2
day of January, 2009.

WITNESS, my hand and official seal.

Arlene Rudd
Notary Public

My commission expires:



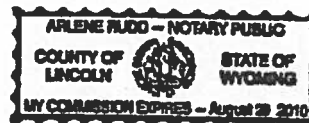
STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Roxanne DeVries Robinson
on this 2 day of January, 2009.

WITNESS, my hand and official seal.

Arlene Rudd
Public

My commission expires:



Notary

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Margaret Gilday on this
2 day of January, 2009

WITNESS, my hand and official seal

Public

My commission expires:

10/23/2012



**EXHIBIT A
TRACT 6
KARNS MEADOW**

A Tract of Land located in the SE1/4NW1/4 of Section 33, Township 41 North, Range 116 West, 6th P M, Town of Jackson, Teton County, Wyoming, being more particularly described as follows:

Beginning at the northwesterly Corner of Lot 4 of the Karns Commercial Addition to the Town of Jackson, Plat No. 719 as recorded in the Office of the Teton County Clerk, a point on the southerly right-of-way line of U.S. Highway 26, 89, 189, 191;
Thence along the west line of Said Lot 4, S00°38'26"W, 164.37 feet to the southwest corner of Said Lot;
Thence along the southerly line of Said Lot 4 of Said Karns Commercial Addition, N72°56'45"E, 178.56 feet to the southeasterly corner of Said Lot 4 and the southwesterly corner of Lot 3 of Said Addition;
Thence continuing along the southerly line of Lot 3 of Said Addition, N72°53'19"E, 167.71 feet to an angle point in said line;
Thence continuing along the southerly line of Said Lot 3, N61°09'28"E, 247.73 feet to the southeasterly corner of Said Lot 3 and the southwesterly corner of Lot 2 of Said Addition,
Thence along the southerly line of Said Lot 2, N60°42'24"E, 150.84 feet to an angle point in said line;
Thence continuing along the southerly line of Said Lot 2, N48°27'31"E, 77.48 feet to the southeasterly corner of Said Lot 2, the southwesterly corner of Lot 1 of Said Addition;
Thence along the southerly line of Said Lot 1, N48°48'09"E, 14.47 feet to a point;
Thence S00°40'10"E, 52.39 feet to a point;
Thence S45°49'27"W, 202.56 feet to a point;
Thence S40°32'02"W, 91.25 feet to a point;
Thence S47°48'02"W, 137.96 feet to a point;
Thence S38°49'28"W, 241.31 feet to a point;
Thence N89°58'17"W, 353.12 feet to a point on the easterly boundary line of that parcel described in Book 457 pages 621-626, records of Teton County;
Thence along said easterly boundary line, N00°39'15"E, 179.44 feet to the northeasterly corner of said parcel;
Thence departing said easterly boundary line of said parcel in Book 457 and proceeding N00°37'10"E, 160.11 feet to a point on the southerly right-of-way line of U.S. Highway 26, 89, 189, 191, which point is the northwesterly corner of that easement described in that conveyance of record in Book 50 Photo pages 21-23, records of Teton County and of that easement of record in Book 457 pages 621-626, and lies on the offset (right) southerly of a 4°, 200 foot long spiral curve to the left with a decreasing radius from west to east; said point lies N79°08'07"E, 99.57 feet from the point of spiral curvature on said right-of-way line at Station 280+35 and is marked by a steel reinforcing bar with aluminum cap marked: "PLS 3889";
Thence proceeding along said southerly right-of-way line and said offset spiral along a curve subtended by a chord of 61.44 feet bearing N78°28'43"E to the Corner of Beginning.

Containing 3.49 acres, more or less, and subject to easements, rights-of-way, reservations, and restrictions, of sight and/or of record

Michael J. Quinn
Wyoming Professional Land Surveyor 4270
17 December 2003
Nelson Engineering Project No. 02-045-5

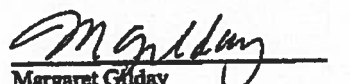
The undersigned agrees and acknowledges that this Natural Resources Inventory (the "Inventory"), attached hereto as Exhibit B, together with supporting photographic documentation, maps and figures, is an accurate representation of the Property at the time of the conveyance of the conservation easement thereon and that the Inventory was available to the grantor and grantee prior to conveyance of the conservation easement to the Jackson Hole Land Trust.

GRANTOR


Mark Barron
Mayor, Town of Jackson

1/5/09
Date

JACKSON HOLE LAND TRUST


Margaret Gilday
President, Jackson Hole Land Trust

1.2.09
Date

Exhibit "B"

**Natural Resources Inventory
for the
Karns Meadow Property**

**Prepared by: Tom Segerstrom, Staff Biologist and Land Steward
Peter Dittmar, Protection Project Manager
Jackson Hole Land Trust**

December, 2003

Exhibit "B"

Natural Resources Inventory for the Karns Meadow Property

Contents

Part I	Introduction
Part II	Location & General Description of the Property
Part III	Historic & Current Uses
Part IV	Man-Made & Natural Attributes of the Property
Part V	Summary
Part VI	Literature Cited

Figures

Figure 1	Jackson Hole Vicinity Map
Figure 2	USGS Survey Map Showing the Karns Meadow, and Nearby Public and Private Lands and Protected Areas
Figure 3	Man-made Features of the Karns Meadow
Figure 4	Aerial View of the Karns Meadow
Figure 5	Plant Communities of the Karns Meadow
Figure 6	Photo point map of the Karns Meadow

Appendices

Appendix A	Teton County Habitat Values
Appendix B	Endangered Species and Species of Special Concern in Teton County, Wyoming
Appendix C	Photographic Description of the Karns Meadow Property
Appendix D	Photographic Documentation of Karns Meadow Property

I. INTRODUCTION

A natural resources inventory for the 41.8-acre, Karns Meadow property (the "Property") was prepared in December, 2003, in anticipation of the donation of a conservation easement over the Tract to the Jackson Hole Land Trust (the "Land Trust")

The purpose of the natural resources inventory is: 1) to document and provide further detail of the natural and man-made features of the Property and the conservation values to be protected by a conservation easement being purchased by the Land Trust; 2) to provide sufficient information regarding the current conditions and conservation values of the Property for monitoring by Land Trust Stewardship staff, and 3) to facilitate perpetual enforcement of the terms of the conservation easement

Tom Segerstrom, Staff Biologist and Land Steward for the Land Trust, visited the Property on October 22, November 2, and November 6, 2003, to document the conservation values of the Property. Inventories previously conducted for nearby conservation easement properties, official surveys, title reports, and landowner correspondence supplemented information presented in this inventory. Additional references pertaining to wildlife habitat values and wildlife species occurring on or near the Property are listed in Appendix A and Appendix B.

Photographs taken to document natural and man-made features of the Property were recorded with a Canon Powershot G3 digital camera or a Fuji Promaster 35mm Camera, and geo-referenced with a Garmin Global Positioning System (GPS) unit. Signed prints and negatives of the photos with GPS coordinates are secured on file at the Land Trust. The photo points are described in Appendix C. The photographs are reproduced in Appendix D.

II. LOCATION & GENERAL DESCRIPTION OF THE PROPERTY

The Property, owned by the Town of Jackson, is approximately 41.8 acres in size. The Property is situated in portions of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, and the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 33, Township 41 North, Range 116 West, in the Town of Jackson, Teton County, Wyoming. A general vicinity map of the Property is shown in Figure 1.

The Property is located in the Town of Jackson and can be accessed by a road easement from Snow King Avenue, on the west side of the Flat Creek bridge, across from Wildlife Drive. However, the Property can be overlooked from the commercial lots along Highway 26/89/191, along Flat Creek Drive. The Property itself abuts lands owned by the Town of Jackson to the south and private lands zoned Suburban Residential on all other sides.

The Property is part of a mosaic of protected and unprotected private lands that is surrounded by, and adjacent to, a significant complex of federally administered public lands. The southern boundary of Grand Teton National Park (GTNP) is 6 miles to the north of the Property. The boundary of the National Elk Refuge is located 1 mile to the north. The Bridger-Teton National Forest (BTNF) boundary is 300 yards to the south of the Property. Inside the BTNF boundaries is a large federally designated wilderness area, the Gros Ventre Wilderness. A large parcel of land owned by the State of Wyoming is located 100 yards north of the Property. Three conservation easement properties, totaling 160 acres, are located within a mile of the Property. The Land Trust and the National Fish and Wildlife Foundation hold those conservation easements. Conservation easement-protected private lands in and around Jackson Hole represent ecological links between portions of the BTNF, GTNP, other public lands, and private properties. Protected private lands thus represent critical components of the 19-million acre Greater Yellowstone Ecosystem. A USGS-scale map of the Property depicting adjacent public lands and easement-protected private lands is shown in Figure 2.

III. HISTORIC & CURRENT USES

A. Historic Uses

The Property is comprised of the Flat Creek streambed, with an associated riparian Shrub/Scrub plant community and Agricultural Meadows (See Plant Communities, Page 6). The Property is a part of the 160-acre homestead that was filed by Peter H. Karns in 1903. The majority of the Property was flood-irrigated as a pasture for a 31-cow dairy that operated until 1945. Following that period, the Property was flood irrigated to grow pasture-grass for horses. In the last decade, the pasture was leased as a holding pasture for rodeo stock. Flood-irrigation was stopped just recently in 2001. Historically, the Karns family also used the pasture for recreation, such as camping and ice-skating, particularly when Flat Creek would freeze and flood the pasture.

B. Current Uses

Prior to the acquisition by the Town in December, 2003, the Property was rented as a horse pasture, and used for limited private recreation by the Karns family. Limited public recreation was permitted because para-sailers were allowed to use the Property as a landing site.

IV. MAN-MADE AND NATURAL ATTRIBUTES OF THE PROPERTY

A. Man-made Attributes

Man-made features are mapped in Figure 3 and listed below.

1 Major Structural Improvements

- Snowmobile Bridge
- Kelly Avenue Storm Water Outlet
- Power Transmission Lines

Photo 21
Photos 13, 22
Photos 7, 8, 10, 14,
15, 16, 19,
20, 21, 27

2 Minor Improvements

- Barbed-Wire Fence
- Post and Pole Fence
- Jackson Hole White Water Stormwater Outlet
- Centennial Building Stormwater Outlet
- Texaco Stormwater Outlet
- Hwy 26/89/191 Stormwater Outlet
- Footbridge
- Irrigation Ditches

Photo 5, 7, 9
Photos 16, 28
Photo 5
Photo 7
No Photo
Photo 9
Photo 18
Photos 5, 7, 9, 18,
19, 25, 26, 27

B. Natural Attributes

1 Physiography and Geology

The Property is located along Flat Creek as it flows between East Gros Ventre Butte and Snow King Mountain within the Town of Jackson, Wyoming. The Property is relatively flat, although it abuts the incline at the foot of Snow King Mountain along the southern border. The soil on the Property is comprised of a Newfork Fine Sandy Loam in the southeastern portion, which is an alluvium with very rapid permeability. The soil on the majority of the Property is Tineman Gravelly Loam, wet, which exhibits moderate permeability. There is little threat for erosion as long as the Property is vegetated. A recent aerial photograph of the Property is shown in Figure 4.

2 Hydrology

Flat Creek flows through the Property at a very consistent, low gradient. The record maximum flow was 277 cubic feet per second (cfs) on July 12, 1995, and the minimum recorded flow was 14 cfs on September 22, 2001. The average flow in June is 131 cfs and the minimum flows in September average 57 cfs (US Geological Service, 2003). A major stormwater outlet enters the northeast corner of the Property and flows directly into Flat Creek (Photos 13 and 22). At least three stormwater culverts enter the Property along the northern boundary draining Highway 26/89/191 and the commercial properties along it including two gasoline stations (Photos 5, 7, and 9). These drains flow directly onto dry land. Other stormwater outlets, which drain the suburban

development south of the Property, flow onto dry land and wetlands along the south boundary of the Property.

The character of Flat Creek has been wide and flat for at least 100 years. The streambed itself is a relatively stable layer of cobble. This produces a very homogeneous depth profile across the Creek with limited scouring and depositing activity, which normally occurs in riverine systems (Photos 6, 8, 10, 13, and 23). The banks of the Creek lack an emergent vegetation zone, overhanging grassy banks, or overhanging shrub and tree cover. The Creek tends to form frazil ice (freezing from the bottom of the stream up forming ice dams during winter). These features have led to a simplification in the variety of species found in the aquatic and riparian communities. The water table is 0.5 to 4 feet below the surface from April through July. The Property is subject to occasional flooding during those months as well as winter, due to snowmelt in the headwaters of the Creek within the Gros Ventre Mountains. A hydrological survey conducted for the Jackson Hole area confirmed the wetland nature of the Property (Zaunbrecher, 1991).

3 Plant Communities

The Property supports two plant communities, plus disturbed areas with roads and an important streambed with specific characteristics (Figure 5). The plant communities are: 1) Palustrine Shrub-Scrub (PSS), with an understory of grasses, which has historically experienced seasonal flooding, and 2) Agricultural Meadows, into which domestic grasses have been inter-seeded or introduced at various locations. These meadows were flood-irrigated until 2001.

The PSS community (Photos 1, 2, 6, 8, 10, 14–19, 24, 25, 27, and 28) is found primarily within 75 feet of Flat Creek. The community is dominated by a variety of willow species (*Salix spp.*), but other shrubs such as glandular birch (*Betula occidentalis*) and alder (*Alnus spp.*) are also present. Wetland plants such as sedges (*Carex spp.*) and rushes (*Juncus spp.*) are found in the low-lying areas (Photos 1, and 3). Beneath and between the shrubs and low areas is an understory of grass with close to 100% ground cover. Native species such as Redtop, (*Agrostis stolonifera*), western wheatgrass (*Agropyron smithii*), slender wheatgrass (*Agropyron tachycaulum*), blue grass (*Poa pratensis*), and Idaho fescue (*Festuca idahoensis*) are common. Domestic grasses such as timothy (*Phleum pratense*), smooth and meadow brome (*Bromus spp.*) and orchard grass (*Dactylus glomerata*) are also present. The ground cover that the PEMSS plant community provides, coupled with the shrub overstory, allows rainfall and flood waters to be retained on location at an increased level, relative to the highly permeable soils.

As stated above, the Agricultural Meadow plant community is interspersed within the PSS communities (Photos 1, 2, 7, 10, 20, and 21)(Figure 5). The Agricultural Meadow has been influenced and supported by a flood irrigation system (Photos 5, 7, 9, and 18). This community is dominated by native grass such as redtop (*Agrostis stolonifera*), sedges (*Carex spp.*), wheatgrasses (*Agropyron spicatum.*), and rushes (*Juncus spp.*), but domesticated grasses such as Timothy (*Phleum pratense*) smooth and meadow brome grass (*Bromus spp.*), bluegrass (*Poa spp.*), and orchardgrass (*Dactylus glomerata*) can be found throughout. The high water table and seasonal flooding generally enables this community in most locations to produce between 3,550-5,500 pounds of air-dried forage per acre and generally supports about 2 Animal Unit Months of forage per acre. The grass on this Property tends to have a low growth form (7-8 inches) and may not reach the higher level of production. The grasses, sedges, and rushes within the Agricultural Meadows east of Flat Creek provide for virtually 100% ground cover.

A disturbed area associated with the expansion of Snow King Avenue, snow storage and grading along Flat Creek, as well as the commercial development along the northern boundary in recent years have all been re-colonized by sagebrush (*Artemisia tridentata*), Rabbitbrush (*Chrysothamnous spp.*), Wood's Rose (*Rosa woodsii*), and a variety of grasses (Photos 4, 5, 7, 9, 16, and 24-28). These areas have also been invaded by noxious weed such as spotted knapweed (*Centaura maculosa*), common tansy (*Tanacetum vulgare*) and curly dock (*Rumex crispus*) (Photos 5, 9, 16, and 24-28). Canada thistle is thinly scattered along Flat Creek (Photo 8).

To date, these species have not been able to invade the core of the Property, due to competition from the healthy, and largely native, plant communities that currently exist. This condition has also been the result of the lack of fragmentation by roads, or pathways, and large areas of the Property have not been disturbed in recent decades when these noxious species have been brought to Jackson Hole.

The presence of some remnant cottonwood trees occurs in the northwest portion of the Property (Photos 2 and 3). A few cottonwood saplings were also noticed during the site visit along the banks of the Creek in the mid-section of the Property and in the disturbed area along the north boundary.

The plant communities found on the Property each support numerous wildlife species and facilitate wildlife movement, including a number of Teton County Species of Special Concern (SSC) (See Appendix B).

4. Scenic Open Space

The Property is visible from Snow King Avenue. In addition, the Karns Meadow Trailhead on BTRF land south of the Property encourages the public to use the trail systems on Snow King Mountain. From the mountain, the entire Property is visible. The Property's undisturbed and natural characteristics are rare within the Town limits and contribute to its highly valuable scenic open space.

5 Wildlife

Eighty percent of vertebrate wildlife species in the Greater Yellowstone Ecosystem is dependent upon riparian habitat for at least one part of their life history (Smith, 2002). These zones represent the most productive and yet the most rare habitat in the ecosystem (Smith, 2003). For these reasons, the key ecological features of the Property are: 1) the ecological and hydrologic function of Flat Creek and the associated riparian wetland shrub community, 2) the continuity of this feature through the town of Jackson to the remaining 31 miles of the Flat Creek corridor, and 3) the ecological connectivity between the Property and the riparian corridor to the south, and 4) the connectivity facilitated by the Property between the ungulate winter ranges and carnivore habitat on East Gros Ventre Butte to the North and the mountainous summer habitat to the south of the Property.

The riparian corridor and aquatic communities of Flat Creek are wild and protected from development from where the Creek begins in the Gros Ventre Wilderness Area to within $\frac{1}{4}$ of a mile of the Property, which represents 23 miles of riparian and aquatic habitat. However, as the Creek enters the Town of Jackson, the banks are encroached upon by development for short distances. The 32 acres of the Property interrupts that pattern, returning the corridor to an unbroken relatively natural riparian community. The location of the Property acts as a corridor for wildlife movement between East Gros Ventre Butte and Snow King Mountain. Downstream of the Property, the riparian corridor again becomes somewhat broken by development for another 1.4 miles before spilling into another 7.3 miles of open riparian shrub and pasture lands. Some locations within that last reach of the Creek are protected by planned development setbacks or open space, and conservation easements held by both Teton County and the Jackson Hole Land Trust. Thirty-two miles (as the crow flies) from where the Creek begins, it forms a confluence with the Snake River on land protected by the Wyoming Game and Fish Department (WGFD). Thus, the continuity of the riparian zone along is nearly intact along the entire length of the Creek. Moreover, the critical confluence of the Creek with the Snake River is intact. The Property is a key location for maintaining the function and character of the Flat Creek watershed.

As mentioned above, the Property is juxtaposed between significant topographical features with important wildlife habitat designations that are enhanced by the features of the Property. These are described in the detailed paragraphs for individual species below. The Property has several official designations assigned by the WGFD. These designations identify some of the wildlife values. Flat Creek is identified as a Class III trout stream, which means that it is a significant trout water feature with a fishery of regional importance. The Property is designated as Spring, Summer, and Fall Habitat for mule deer and Winter/Yearlong Habitat for moose. Other important wildlife species depend upon the Property such as bald eagles, river otters, and neotropical migratory birds. The features of the Property enhance adjacent, important and crucial habitats as described below.

Aquatic Community: The Property's aquatic values are accentuated by the wild character of the first 23 miles of Flat Creek, as well as the relatively natural character of the Creek for 7 miles downstream of the Property. The quality of the Creek is reflected in the fact that the U.S. Fish and Wildlife Service's National Fish Hatchery is located a few miles upstream of the Property and the area around it is very well known as a spectacular fishery. These values are also linked to the aquatic communities of the Snake River due to this connectivity with the Creek. Maintaining the function of Flat Creek on the Property will affect the entire watershed.

Flat Creek, as a whole, supports spawning and yearlong habitat for Snake River fine-spotted cutthroat trout, which is a subspecies that faces many survival challenges in the years ahead. Due to the shallow gradient through the Property, the substrate, lack of dramatic flooding, and shoreline vegetation, the Creek is wide and shallow with a stable cobble bottom (See Plant Communities, Page 6). As a result, the Creek currently has a limited ability to support fish, but there is good potential for the restoration of the Creek. Many Jackson Hole residents and the County government support such restoration efforts for Flat Creek (Teton Conservation District, 2003).

Within the Property boundaries, stormwater flows directly into Flat Creek at one location and onto dry land at least another 4 locations. Where untreated stormwater enters the Creek directly, the water quality is negatively affected. The riparian and wetland areas on the Property flood periodically and act as a flood plain that reduces flooding damage downstream. This is a significant conservation value that serves to perpetuate the existing plant and wetland communities. The following sections provide additional details about how specific species, or groups of species, use the Property

Mule Deer: The Property is more important than is indicated by the official habitat designations for mule deer. Crucial Winter Habitat for mule deer is located just north of the Property on East Gros Ventre Butte. Mule deer that depend on that habitat during winter spend their summers in GTNP, Teton Village, and other areas in the northern half of Jackson Hole. There is also Crucial Winter/Yearlong Habitat for mule deer located a quarter mile to the southwest of the Property on Snow King Mountain

In winter, mule deer are drawn to the Property by the more nutritious forage remaining from the summer growing season within the Flat Creek flood plain. In addition, mule deer move through the Property during winter because it is the shortest line distance between the two crucial wintering areas, it is unlit at night, and is not occupied by humans or dogs.

The presence of willows, cottonwood trees, and pockets of topographic diversity, such as the man-made mounds and berms northwest of the Property, which provide a more secure corridor for these movements. The number of deer using the Property is limited, but 10-20 deer use the Property during daily movements in winter. Interchange among these deer with other groups is difficult to ascertain, but the actual number of individuals that visit the Property could be far higher. As an indicator of the number of deer using the area, thirty-three mule deer were killed on Highway 26/89/191 between the years 1989 through 1995, as they attempted to move between Crucial Winter Habitat and the Property. Twenty-eight deer were killed along the same section of highway between the years of 1996 through 2000 (Jackson Hole Wildlife Foundation, 2001). Connectivity between the winter ranges and the Property will be challenging to maintain, but doing so is critical for maintaining the ecological function. The protection of the Property may stimulate further conservation and/or modifications to the roadways on adjacent lands. Because most wildlife need to access habitat resources during some portion of the day undisturbed, they actively avoid humans. The property currently has no night lighting or significant nighttime human activity, or significant numbers of dogs present.

Moose: Moose travel along the Flat Creek Corridor at the base of Snow King Mountain. The riparian willow community provides winter moose forage, and the value to moose is enhanced by the continuity of the willow community downstream of the Property and the adjacent conifer forest on Snow King Mountain. The Property is a bottleneck for this movement because of the security cover provided by the riparian vegetation and the proximity to Snow King Mountain. The conifer forest on Snow King Mountain provides daytime security as well as thermal cover for moose during cold winter nights. Generally a single cow and calf pair winter in the vicinity of the Property (Camenzind,

2002); however, moose range widely and it is known that moose that summer as far away as Mosquito Creek visit East Gros Ventre Butte during winter. Traveling along the Flat Creek riparian corridor, through the Property, is a likely route for such movements. As with mule deer, moose prefer to avoid humans. It is best for them if they can access habitat resources during some portion of the day undisturbed. The Property currently has no night lighting or significant nighttime human activity or significant number of dogs present.

Elk: The Property is not officially designated as elk habitat; however, it separates Spring, Summer, and Fall habitat for elk to the north and Winter/ Yearlong habitat to the south. No elk roadkills were recorded along Highway 26/89/191 between 1989 and 2000, and elk observations on the south slopes of East Gros Ventre Butte are uncommon. However, if the elk feeding regimes on the National Elk Refuge were to change, if wolves displace elk, or when fire burns Snow King Mountain as it did in the 1930's, causing the aspen forest to rejuvenate, the Property is the likely corridor that elk would use to move between those important habitat areas.

Trumpeter Swan: Trumpeter swans use the Flat Creek Corridor for movement flights between foraging and nesting sites 1.5 miles upstream, to winter foraging sites a few miles downstream, and in Spring Creek to the west. Often, and particularly during bad weather with low visibility or high winds, the birds follow the Creek about 40 feet off the ground. They also have been observed to flare and vary their flight paths for short distances to avoid humans along the Creek during low-level flights. Some of the swans that fly over the Property are resident birds that nest in the Valley. During winter, swans from as far north as Alaska may visit the Property. The Property has the potential to provide additional swan habitat.

Bald Eagles and Osprey: Two bald eagle pairs occupy breeding territories close to the Property. One nest site is about 2 miles to the north and the other is about 1.3 miles to the west. These pairs and their offspring fly over the Property throughout the year. During winter, eagles from as far north as Glacier National Park and parts of Canada use the Property, using the mature cottonwood trees in the northwest portion of the Property as night roosting sites. The Property has the potential to provide additional habitat for bald eagles (Patla, 2003). Osprey forage along the portion of Flat Creek that flows through the Property, but the nesting sites of these particular individuals is unknown (Patla, 2003). Ospreys have been observed catching both trout and sculpins on the Property.

Meso and Large Carnivores: Coyotes that have been collared in Jackson Hole move between the National Elk Refuge and the South Park area during winter (McClennan, 2000). Radio-collared coyotes have been documented moving through the Property at night, using the meadows to forage and the security cover of the riparian corridor to avoid the developed areas of Town, humans or dogs. Specifically, coyotes have been observed moving south through the Property in early morning hours accessing Snow King Mountain from the eastern half of the Property. Coyote howling surveys in 1992 and 1993 documented the existence of a territorial pack on Snow King Mountain directly south of the Property, and other territorial packs to the north of the Property, on East Gros Ventre Butte. Flat Creek or some other demarcation on the Property is likely to be the separating line between those two coyote territories (Segarstrom, 1994)

River otters have been observed foraging on the Property in Flat Creek during winter on several occasions, and appear to foraging on sculpins. Raccoon tracks were observed along Flat Creek during a site visit. Raccoons are considered an exotic species in Jackson Hole and have pioneered into the Valley since the early 1990's.

Black bears have been known to "day-bed" in the riparian willows just down stream of the Property during late summer. The bears forage on Snow King Mountain at night, but when humans begin to hike and mountain bike on the trails that criss-cross the hillside during daylight hours; the bears seek refuge in the willow communities where high water, private land ownership, and insects preclude human activity. No specific use by black bears has been documented for the Property. Bears actively avoid humans and need to access habitat resources during some portion of the day. There is currently no significant and human activity at night, and no night lighting on the Property.

Mountain lions have been observed a short distance downstream of the Property in recent years. They are known to frequent the mule deer winter range to the north boundary of the Property. As mule deer use the Property in winter, it is likely that mountain lions also use the Property as they hunt their prey. Moreover, lions that are known to move from the East Gros Ventre Butte, the National Elk Refuge, and GTNP to the conifer forests and ungulate winter ranges on Snow King Mountain and further south. It is likely that they use the Flat Creek riparian corridor for security cover while passing through the Town of Jackson. As with bears, lions actively avoid humans and there is currently no significant and human or dog activity, and no night lighting on the Property.

Other Species: The absence of beaver, due to their physical removal over decades, has affected the character of Flat Creek and the riparian vegetation dramatically. Recent proposals for fishery and hydrologic function improvements on Flat Creek by the Teton Conservation District largely replicate the effects of beaver, using man-made structures and excavations. A marmot colony exists along the steep embankment along the northern edge of the Property with extensive burrowing activity. An extensive system of burrows also exists in the Agricultural Meadow in the center of the Property. Due to the season and timing of the site visit, the wildlife responsible for the burrowing activity is unknown. A wide variety of waterfowl and shorebirds use the Property, particularly barrows, common goldeneye ducks, and mallards in winter where Flat Creek remains ice-free. Mallards are common in summer, as are great blue herons, common snipe and dippers.

Avian species that frequent riparian corridors commonly number around 60 during the breeding and nesting seasons (Smith, 2002). Approximately 338 bird species could be observed on the Property during the course of a year due to the importance of the Snake River area as a migration route (Raynes, *et al.* 1994). The most commonly observed bird species include American Robin, black-capped chickadees, house wren, mountain chickadees, northern flickers, western wood peewee, yellow-rumped warblers, yellow warblers, warbling vireo, and ruby crowned kinglets (Smith, 2002). The presence of the various guilds of bird species is negatively correlated to the level of human occupation on the land and the associated fragmentation of vegetation communities (Smith, 2002). Not only do the varieties of birds decline, but the reproductive success of the remaining birds may be degraded as well. Roads and pathways do not currently fragment the Property. There is an active colony of nesting magpies east of the Property. Magpies are sometimes nest predators of other birds and the presence of the colony may affect the number of other species of birds successfully reproducing or found in the area.

Federally and state endangered, threatened, or rare species and Teton County Species of Special Concern observed, or likely to be observed, on the Property are listed in Appendix B.

V. SUMMARY

The riverine wetland plant communities generate high wildlife, wildlife habitat, and ecological values. Conserving some of the features the Property, it will help maintain the currently existing ecological and physical links between habitat areas in Jackson Hole. The Property contains the only reach of Flat Creek remaining within the

Town of Jackson that is natural and undeveloped on both banks and surrounding environs. It is also situated at a key location for wildlife and hydrology due to surrounding physiography. The constraining terrain and surrounding public land status accentuates development pressures and human desire to use the Property as well. The manner in which the Property is conserved will, to a degree, determine the function and health of the entire Flat Creek drainage. Suburban and commercial development that surrounds the Property threatens to degrade key movement routes as well as security and foraging areas.

A conservation easement that restricts development potential on the Property will also help protect an important scenic corridor along Snow King Avenue for the public, and an important thoroughfare that connects the Town of Jackson to the NER, GTNP and the BTNF.

To facilitate stewardship activities and conservation easement monitoring, photographs of the natural and man-made features of the Property were geo-referenced and mapped using GPS. A photo-point map, shown in Figure 6, corresponds to photographs of the Property described in Appendix C and reproduced in Appendix D. GPS photo points have a margin of error of +/- 25 feet.

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Northern Rockies Conservation Cooperative. Jackson, Wyoming. March, 1991

FIGURE 1
Jackson Hole
Vicinity Map

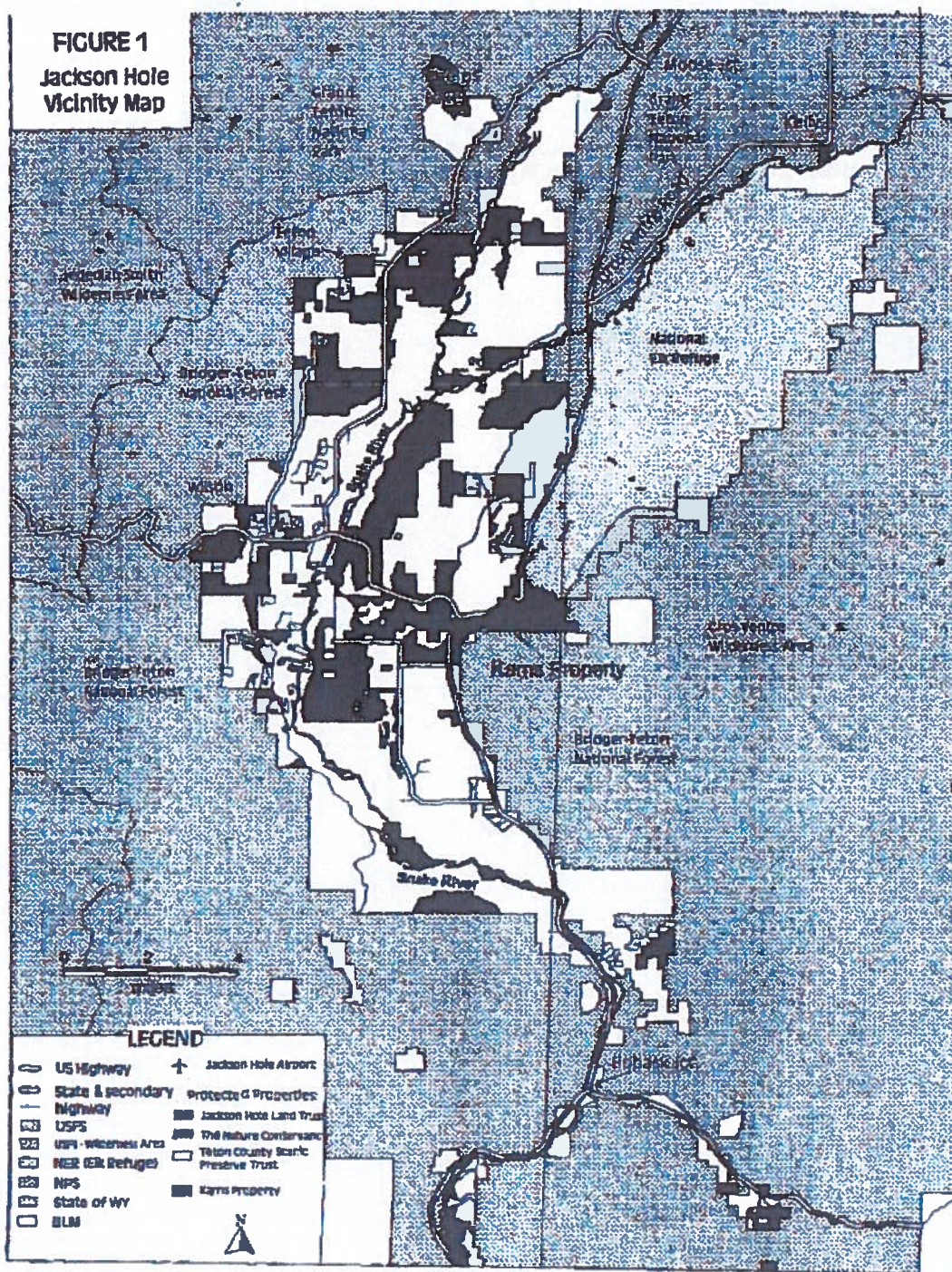


FIGURE 2

USGS Survey Map Showing the Karna
Meadow and Nearby Public
and Private Lands and Protected Areas

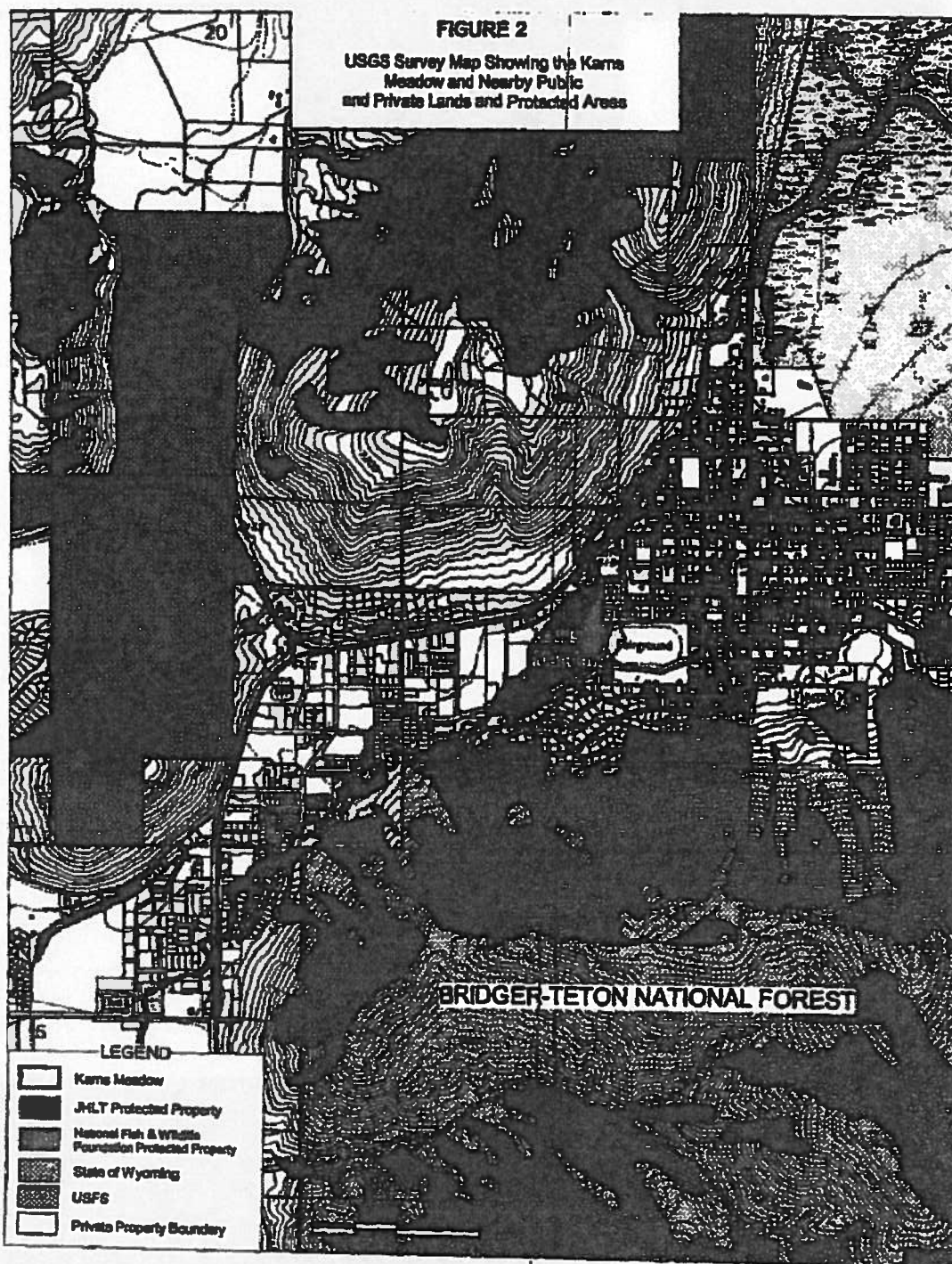
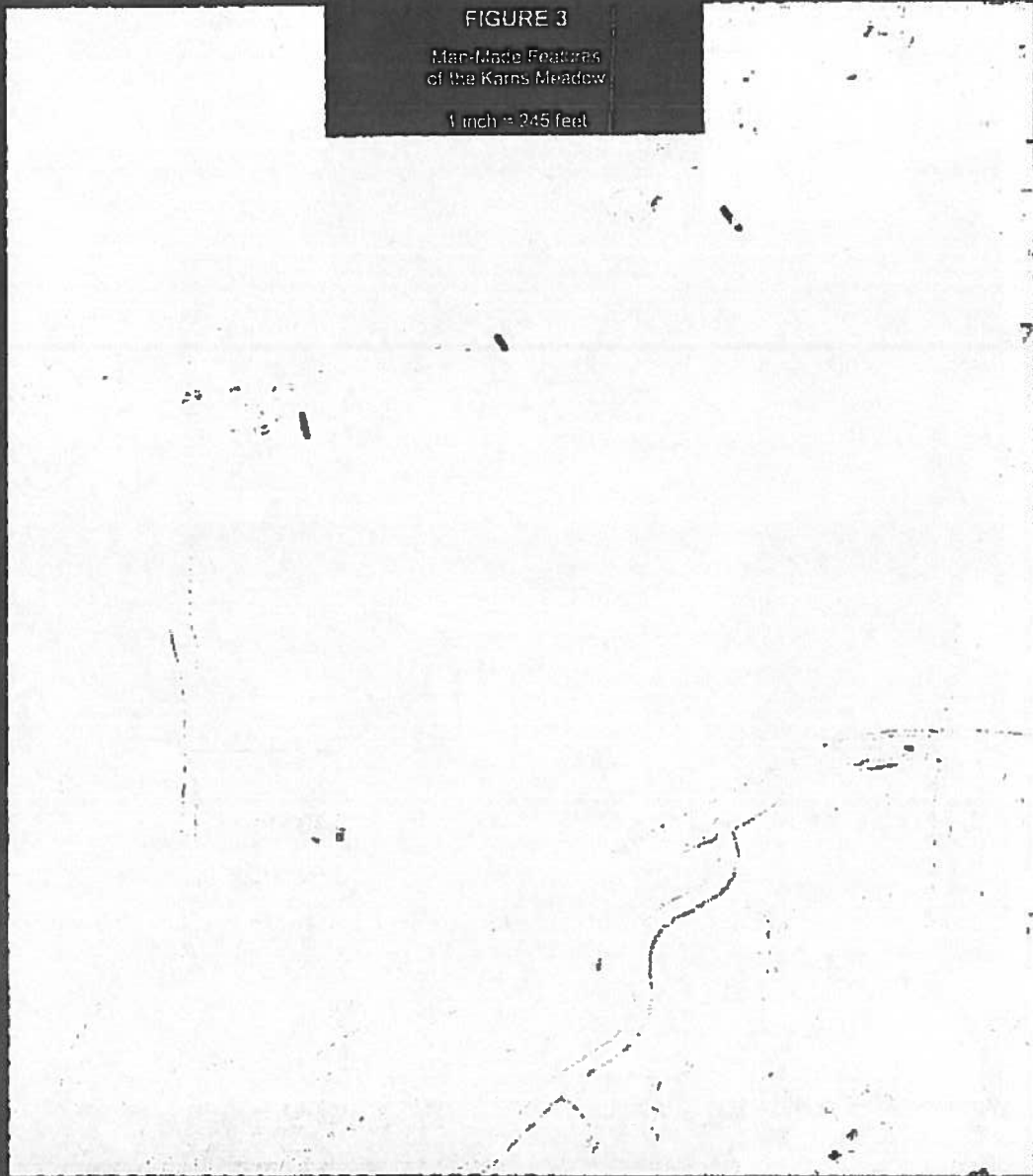


FIGURE 3

Man-Made Features
of the Karns Meadow

1 inch = 245 feet



LEGEND

	Road/Highway		Barbed wire fence		Fence line
	Power line		In garden ditch		Auto drain tile (ditch)
	Farm track road		Post & rail fence		Stormwater management
	Grass water control		Sewer line		Marsh

FIGURE 4
Aerial View of the Koro Meadon

NORTH

Scale 1 in = 500 ft.

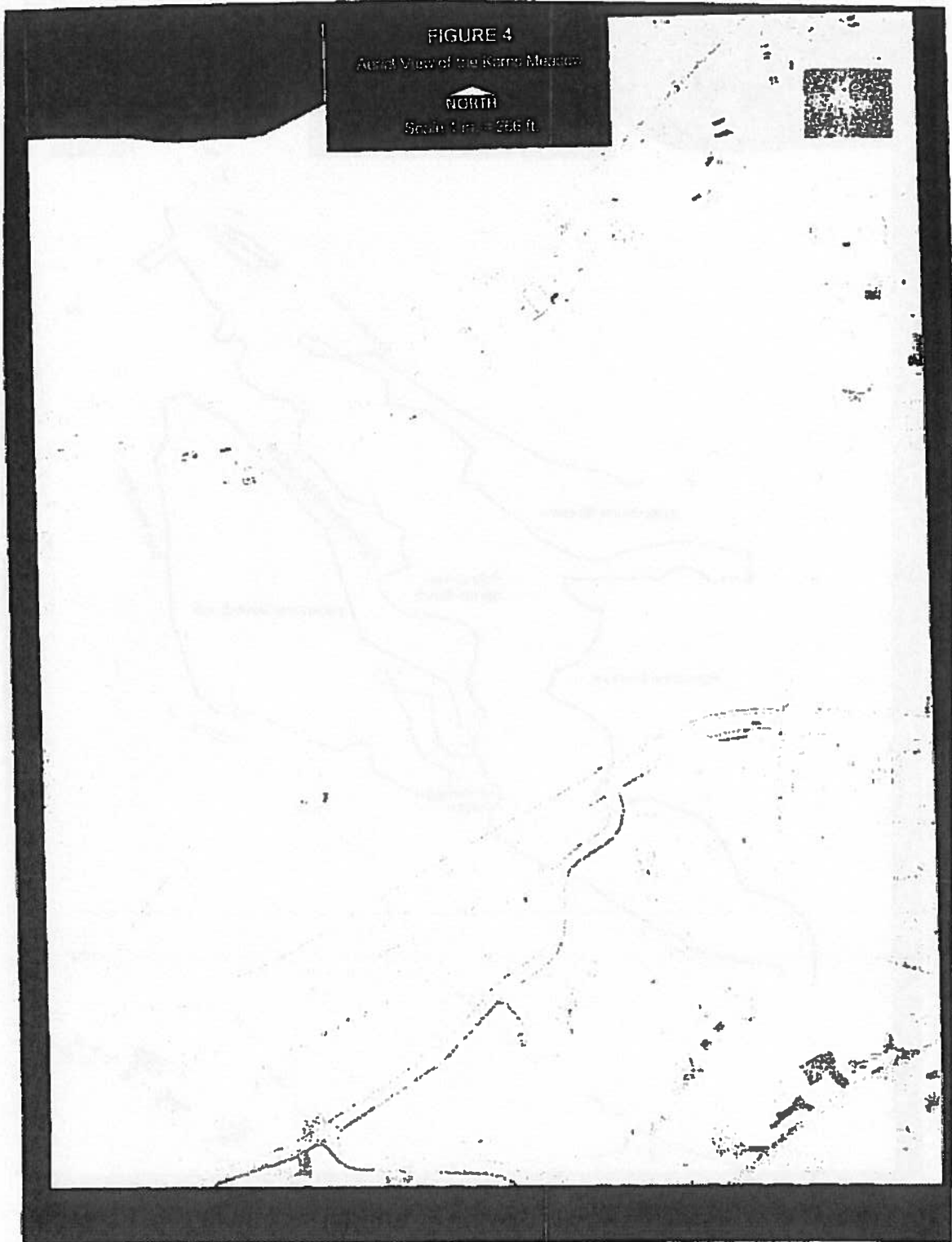


FIGURE 5
Plant Communities of the Keras Meadow

NORTH

Scale 1 in. = 200 ft.

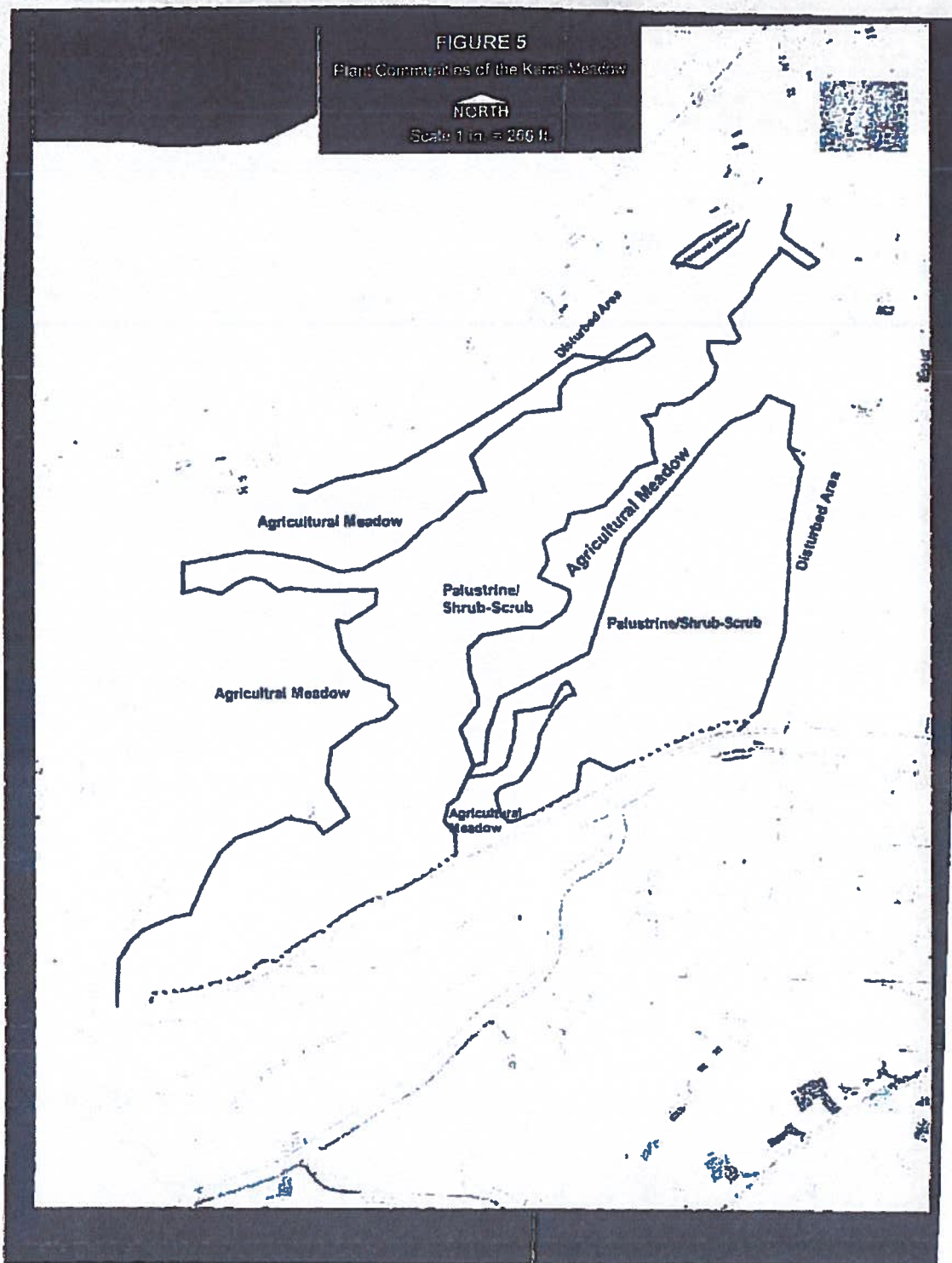
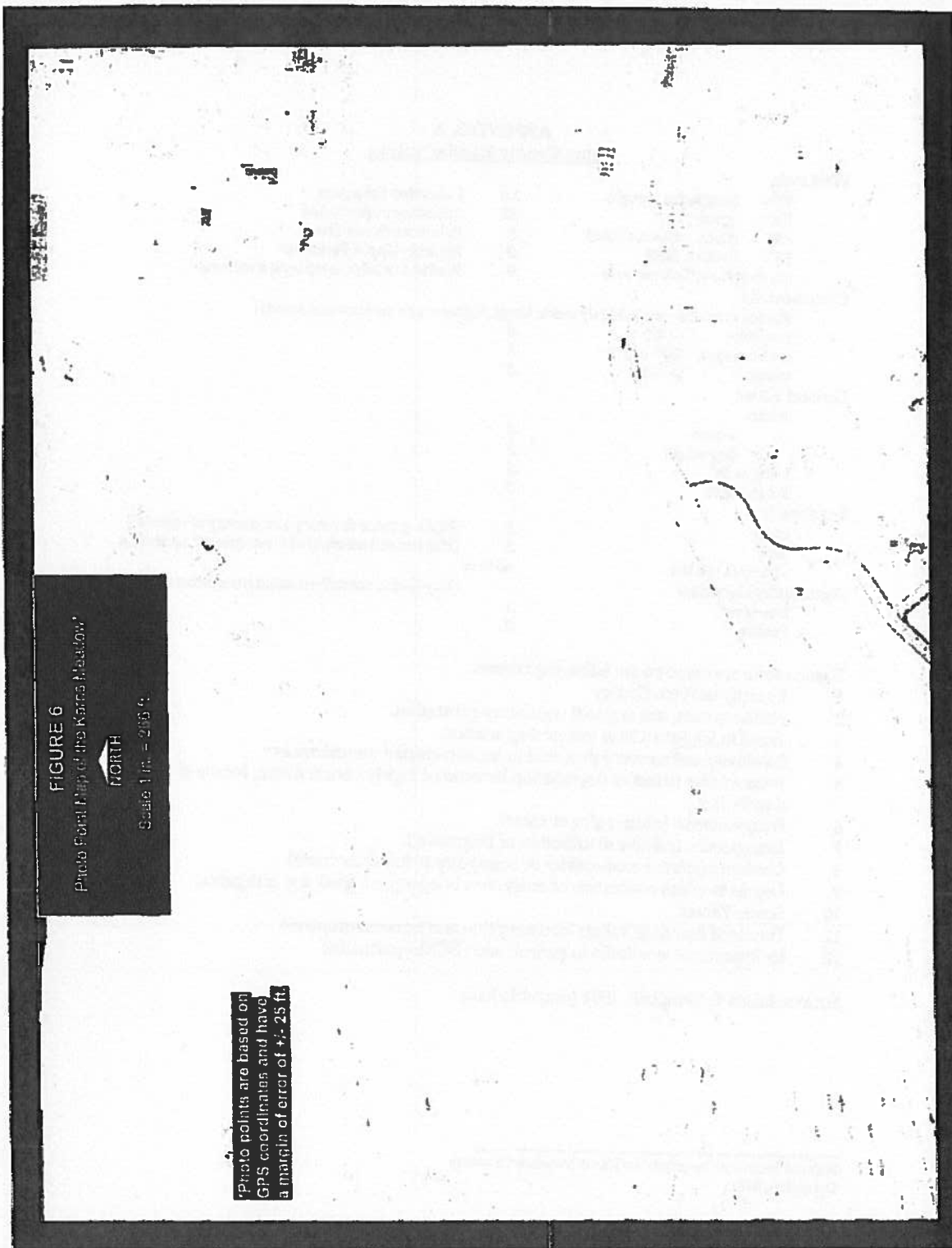


FIGURE 6
Photo Point Map of the Karas Meadow

NORTH

Scale 1 in. = 200 ft.

Photo points are based on
GPS coordinates and have
a margin of error of ± 25 ft.



APPENDIX A
Teton County Habitat Values

Wetlands			
PEM	(marsh, fen, slough)	1.0	Palustrine Emergent
PAB	(ponds)	.95	Palustrine Aquatic Bed
PSS	(birch, willows, alders)	.9	Palustrine Scrub-Shrub
R3U	(rocks & H2O)	.9	Riverine Upper Perennial
Shrub Willow/Cottonwoods		.9	Wetland or associated with a wetland
Cottonwoods			
(Cottonwood-Evergreen, highly mesic forest, highly mesic cottonwood stands)			
immature	(< 20')	.8	
medium-aged	(20' - 40')	.7	
mature	(> 40')	.6	
Upland Forest			
Aspen			
	mature	.8	
	immature	.7	
Douglas fir		.6	
Subalpine fir		.5	
Sagebrush			
mesic		.5	(Has a greater diversity and density of rodents)
xeric		.3	(Has densest colonies of Uinta ground squirrels)
xeric with chislers		.45 to .6	
Agricultural Meadow			(Hay field is not differentiated from pasture)
Intensive		.1	
Passive		.2	

These values are based on the following criteria:

- 1 Its rarity in Teton County
- 2 National, state, and regional regulatory protection.
- 3 Trend in long-term local loss or degradation.
- 4 Sensitivity and recovery potential to human-caused disturbances
- 5 Vulnerability to loss or degradation because of highly concentrated, localized distribution.
- 6 Fragmentation (relative size of areas).
- 7 Interspersion (relative distribution of fragments).
- 8 Corridors (relative connectivity or contiguity of linear features)
- 9 Degree to which restoration of ecosystem integrity is a goal e.g. mitigation
10. Scenic Values.
11. Perceived economic values (consumptive and nonconsumptive)
12. Its importance to wildlife in general and SSCs in particular

Source: Minta & Campbell, 1991 (unpublished)

APPENDIX B

Endangered Species and Species of Special Concern in Teton County, Wyoming.

Source(unless otherwise noted):

Fertig, W. and G. Beauvais. 1999. Wyoming Plant and Animal Species of Special Concern
Wyoming Natural Diversity Database, Laramie, Wyoming. Unpublished report

Ex = Classified as an Experimental Population under the U.S. Endangered Species
Act (ESA).

E = Classified as Endangered under the ESA.

T = Classified as Threatened under the ESA.

P = Candidate species proposed for protection under the ESA

C = Species (formerly C1) likely to be proposed to obtain protection under the
ESA.

SSC1, SSC2, Native Species Status 1, 2, or 3; species needing special management
SSC3 = (WGF 1992).

SSC = Species of Special Concern in Teton County (Minta and Campbell 1991)

S1, S2, S3 = The Nature Conservancy Heritage Program ranking for Wyoming

S1=critically imperiled, S2= imperiled, S3=rare.

R4 = U.S. Forest Service sensitive species list for Region 4.

BLM = BLM sensitive species for Wyoming.

RST = Rare, Sensitive, or Threatened species of the Greater Yellowstone
Ecosystem according to Clark et al. (1989).

Species in bold are observed or likely to be observed on or near the Property.

<u>Mammals</u>	<u>Genus, Species & Subsp.</u>	<u>Protection Status</u>			
Gray Wolf	<i>Canis lupus</i>	Ex	S2	RST	
Grizzly Bear	<i>Ursus arctos</i>	T	S2	R4	RST
Wolverine	<i>Gulo gulo luscus</i>	SSC3	S2	R4	RST
Dwarf Shrew	<i>Sorex nanus</i>	SSC3	S2	RST	BLM
Preble's Shrew	<i>Sorex preblei</i>	SSC3	S1S2		
Long-eared Myotis	<i>Myotis evotis</i>	SSC2	S1	BLM	
Water Vole	<i>Microtus richardsoni</i>	SSC3	S2S3		
Lynx	<i>Felis lynx</i>	T	S1	R4	RST
Spotted Bat	<i>Euderma maculatum</i>	SSC2	S1	R4	RST
Hoary Bat	<i>Lasiurus cinereus</i>	S2			BLM
River Otter	<i>Lutra canadensis</i>	SSC	S3	RST	
Elk	<i>Cervus canadensis</i>	SSC			
Mule Deer	<i>Odocoileus hemionus</i>	SSC			
Moose	<i>Alces alces</i>	SSC			
Bighorn Sheep	<i>Ovis canadensis</i>	SSC			
Pronghorn	<i>Antilocapra americana</i>	SSC			
American Bison	<i>Bison bison</i>	S1	SSC		
Uinta Chipmunk	<i>Tamias umbrinus</i>	RST			
Black Bear	<i>Ursus americanus</i>	RST			
Fisher	<i>Martes pennanti</i>	S1	R4		
American Marten	<i>Martes americana</i>	S2		RST	
Mountain Lion	<i>Felis concolor</i>	S3		RST	

Natural Resources Inventory for Karna Meadow Property
December, 2003

Bobcat	<i>Felis rufus</i>		RST				
Birds	Genus, Species & Subsp.	Protection Status					
Common Loon	<i>Colia immer</i>	SSC1	S2	R4		RST	
Pelican	<i>Pelecanus erythrorhynchos</i>	SSC3	S1S2	RST			
Great Blue Heron	<i>Ardea herodias</i>	SSC					
American Bittern	<i>Botaurus lentiginosus</i>	SSC3	S2				
White-Faced Ibis	<i>Plegadis chad</i>	S1	RST				
Trumpeter Swan	<i>Cygnus buccinator</i>	SSC2	SSC	S1S2	R4	RST	BLM
Harlequin Duck	<i>Histrionicus histrionicus</i>	SSC3	S1	R4	RST		
Bald Eagle	<i>Haliaeetus leucocephalus</i>	T	SSC2	SSC	S2S3	R4	RST
Golden Eagle	<i>Aquila chrysaetos</i>	SSC					
Peregrine Falcon	<i>Falco peregrinus</i>	SSC	S1S2	R4	RST	BLM	
Osprey	<i>Pandion haliaetus</i>	SSC					
Turkey Vulture	<i>Cathartes aura</i>	SSC					
Northern Harrier	<i>Circus cyaneus</i>	SSC					
American Kestrel	<i>Falco sparverius</i>	SSC					
Merlin	<i>Falco columbarius</i>	SSC3	SSC	S2	RST		
Prairie Falcon	<i>Falco mexicanus</i>	SSC					
Cooper's Hawk	<i>Accipiter cooperii</i>	SSC					
Northern Goshawk	<i>Accipiter gentilis</i>	SSC4	SSC	S2S3	S4	R4	BLM
Ferruginous Hawk	<i>Buteo regalis</i>	SSC	S4	RST			
Sharp-shinned Hawk	<i>Accipiter striatus</i>	SSC					
Red-tailed Hawk	<i>Buteo jamaicensis</i>	SSC					
Swainson's Hawk	<i>Buteo swainsoni</i>	SSC					
Rough-legged Hawk	<i>Buteo lagopus</i>	SSC					
Whooping Crane	<i>Grus americana</i>	E	S1	RST			
Long-billed Curlew	<i>Numenius americanus</i>	SSC3	S3	RST			
Caspian Tern	<i>Sterna caspia</i>	SSC3	S1				
Burrowing Owl	<i>Speotyto cunicularia</i>	SSC	RST				
Western Screech Owl	<i>Otus kennicottii</i>	SSC	S2				
Northern Pygmy Owl	<i>Glaucidium gnoma</i>	SSC4	SSC	S2			
Short-eared Owl	<i>Asio flammeus</i>	SSC	S2S3				
Long-eared Owl	<i>Asio otus</i>	SSC					
Great Horned Owl	<i>Bubo virginianus</i>	SSC					
Great Gray Owl	<i>Strix nebulosa</i>	SSC4	SSC	S2	R4	RST	
Saw-whet Owl	<i>Aegolius acadicus</i>	SSC					
Boreal Owl	<i>Aegolius funereus</i>	SSC4	SSC	S2	R4	RST	
3-toed Woodpecker	<i>Picoides tridactylus</i>	S3	R4	RST			
B-backed Woodpecker	<i>Picoides arcticus</i>	SSC4		S2		RST	
Fish	Genus, Species and Subsp.	Protection Status					
Fine-spotted, cutthroat trout	<i>Oncorhynchus clarki subsp.</i>	C2	SSC	S2	R4	RST	
Amphibians and Reptiles	Genus, Species and Subsp.	Protection Status					
Boreal Western Toad	<i>Bufo boreas boreas</i>	C2	S2				
Spotted Frog	<i>Rana pretiosa</i>	C2	P3	S3	R4		

APPENDIX C **Photographic Description of the Karns Meadow Property**

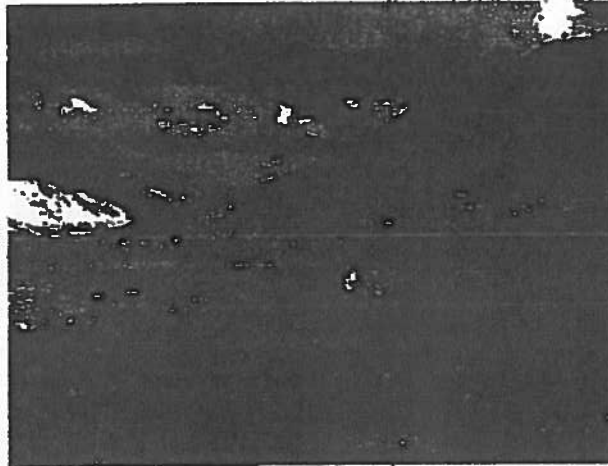
Karns Meadow Baseline Photos, 11/2/03			
POINTS EAST	NORTH	BEARING	COMMENTS
Photo #1	518077 4813203	110	Background - Agricultural Meadow & Pasture Shrub/Scrub (PSS)
Photo #2	518077 4813203	60	Background is the Agricultural Meadow, PSS, and cottonwood trees
Photo #3	518077 4813203	30	Background is cottonwood trees in NW corner of Property
Photo #4	518167 4813316	60	Background is the NW corner, embankment/Disturbed Area
Photo #5	518231 4813336	340	Stormwater outlet, Character of Disturbed Area, Irrigation Ditch
Photo #6	518323 4813370	120	Creek, Agr. Meadow W. of Creek, background - PSS
Photo #7	518323 4813370	10	Agr. Meadow, Stormwater Outlet, Irrigation Ditch, embankment/Disturbed
Photo #8	518362 4813346	5	Character of Flat Creek and PSS, Melaleuca, Canada Thistle, Powerline
Photo #9	518402 4813428	320	Mammal Burrows, Stormwater Outlet, Sower Line manhole, Barbed-wire
Photo #10	518402 4813428	120	Character of Agr. Meadow, PSS, & Creek, Powerline
Photo #11	518542 4813535	310	Neighboring Property in NE Corner
Photo #12	518542 4813535	20	Neighboring Property in NE Corner
Photo #13	518542 4813535	60	Steel Post, Stormwater Outlet, Agr. Meadow and PSS
Karns Meadow Baseline Photos, 11/8/03			
Photo #14	518438 4813066	320	Character of PSS, Post & Pole Fence, powerline
Photo #15	518463 4813137	0	Character of PSS
Photo #16	518463 4813137	90	Character of Disturbed Area, Post & Pole Fence, PSS
Photo #17	518438 4813166	200	Character of Willow Bushes and Grass Understory
Photo #18	518401 4813165	270	Footbridge, Historic Irrigation Ditches, Character of PSS
Photo #19	518507 4813283	30	Historic Ditches, Mesquite nest, Power lines, Curley Dock
Photo #20	518480 4813282	45	Horse corral, Agricultural Meadow, Burrows
Photo #21	518518 4813364	50	Agricultural Meadow, Power lines, Snowmobile Bridge
Photo #22	518579 4813632	30	Stormwater outlet at NE corner of the Property
Photo #23	518602 4813572	350	Flat Creek upstream of the NE Corner of the Property
Photo #24	518602 4813303	190	Character of the Disturbed Area along East Boundary of the Property
Photo #25	518602 4813303	270	Wetland Drainage at Interface w/ Disturbed Area & PSS, Rabbitbrush
Photo #26	518602 4813303	350	Character of Disturbed Area
Photo #27	518602 4813303	310	Power line, Character of drainage between Disturbed Area and PSS
Photo #28	518588 4813222	220	Character of Disturbed Area, Post & Pole fence at SE Property Corner

Natural Resources Inventory for Karns Meadow Property
December, 2003

APPENDIX D*

Photographic Documentation of the Karna Meadow Property

Photos 1-13 were taken 11/2/03, Photos 14-28 were taken 11/6/03

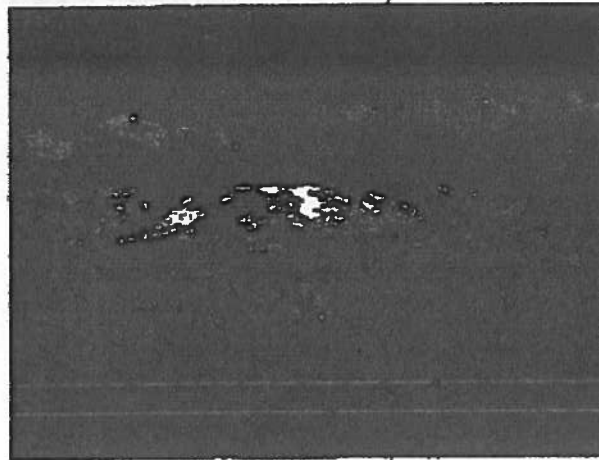


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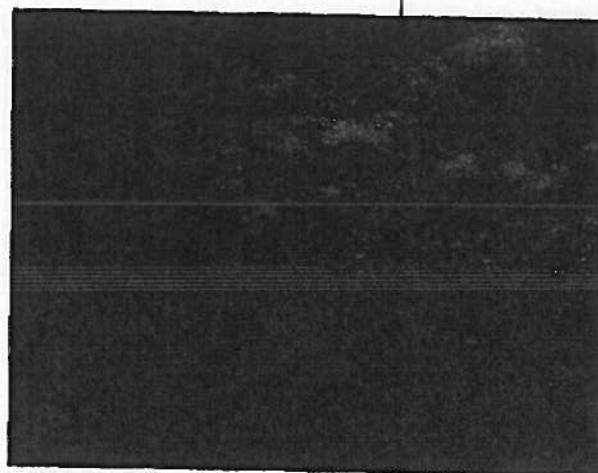
Karna Meadow Baseline Photos, 11/2/03

POINTS EAST NORTH BEARING COMMENTS

Photo #1	518077	4813203	110	Background - Agricultural Meadow & Palustrine Shrub/Scrub (PSS)
Photo #2	518077	4813203	60	Background is the Agricultural Meadow, PSS, and cottonwood trees



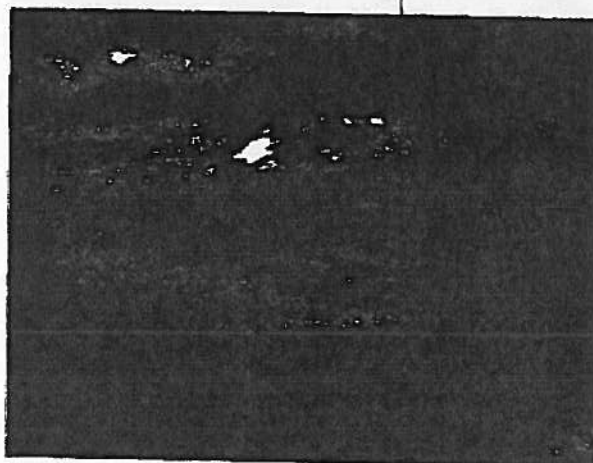
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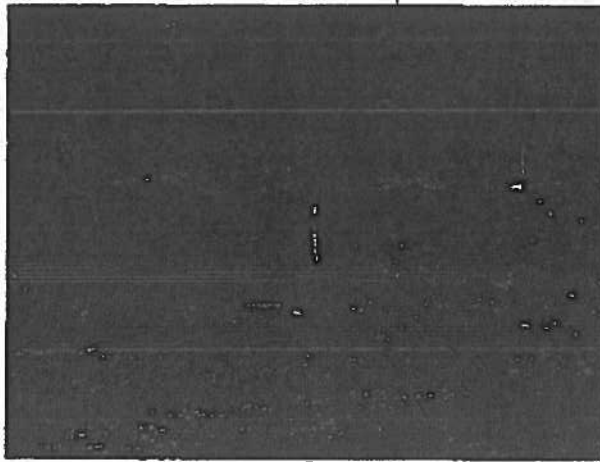
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Karne Meadow Baseline Photos, 11/2/03

	POINTS	EAST	NORTH	BEARING	COMMENTS
Photo #3	518077	4813203	30		Background is cottonwood trees in NW corner of Property
Photo #4	518107	4813316	60		Background is the NW corner, embankment/Disturbed Area



4

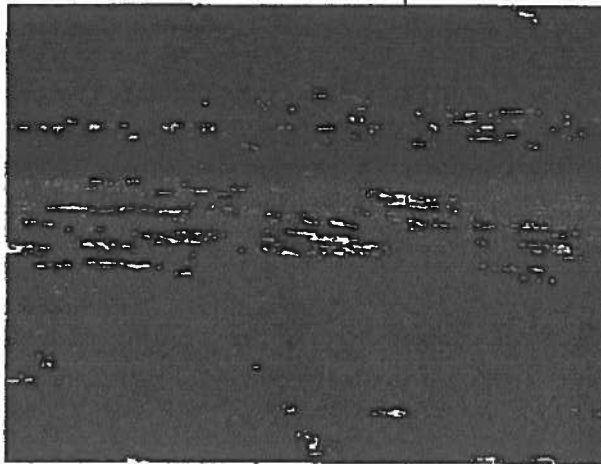


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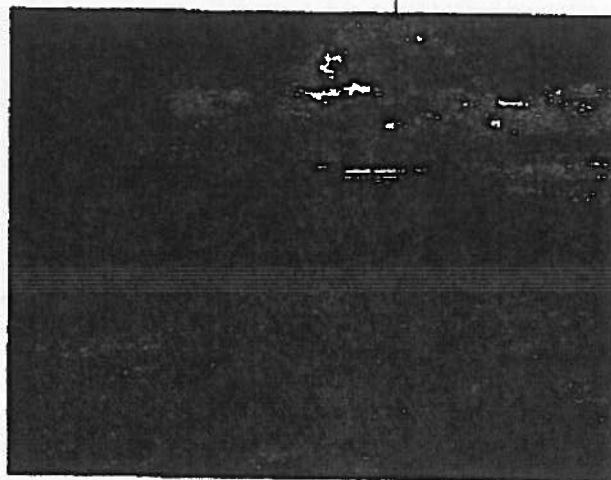
Kerns Meadow Baseline Photos, 11/2/03

POINTS EAST NORTH BEARING COMMENTS

Photo #5	518231	4813335	340	Stormwater outlet, Character of Disturbed Area, Irrigation Ditch
Photo #6	518323	4813370	120	Creek, Agricultural Meadow W of Creek, background - PSS



6

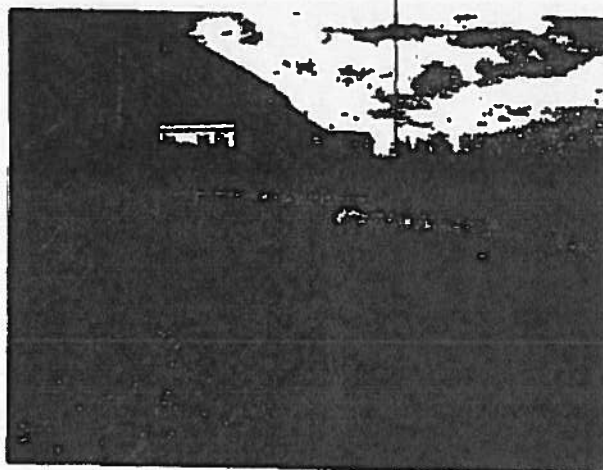


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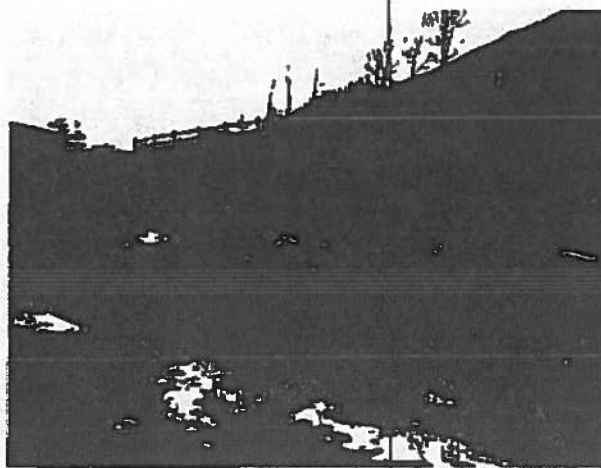
Kams Meadow Baseline Photos, 11/2/03

POINTS EAST NORTH BEARING COMMENTS

Photo #7	518323	4813370	10	Agr Meadow, Stormwater Outlet, Irrigation Ditch, embankment/Disturbed Character of Flat Creek and PSS, Mallards, Canada Thrush, Powerline
Photo #8	518382	4813348	5	



8



9

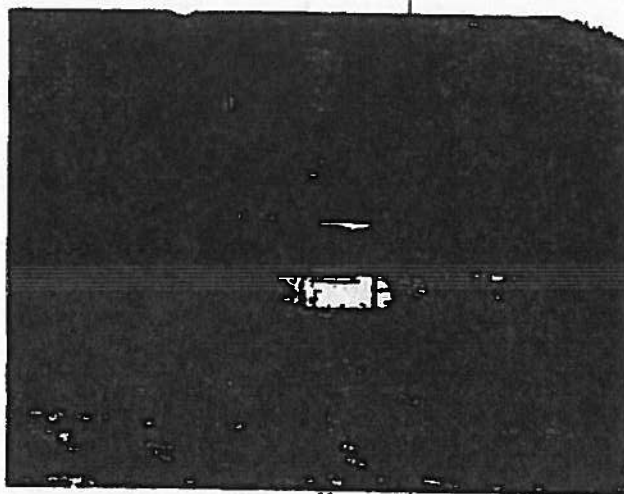
Kame Meadow Baseline Photos, 11/2/03

POINTS EAST NORTH BEARING COMMENTS

Photo #9	518402	4813428	320	Marmot Burrows, Stormwater Outfall, Sewer Line manhole, Barbed-wire
Photo #10	518402	4813428	120	Character of Agr Meadow, PSS, & Creek, Powerline



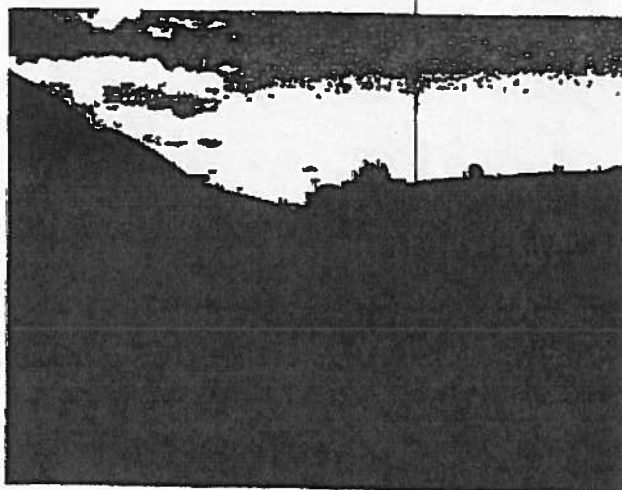
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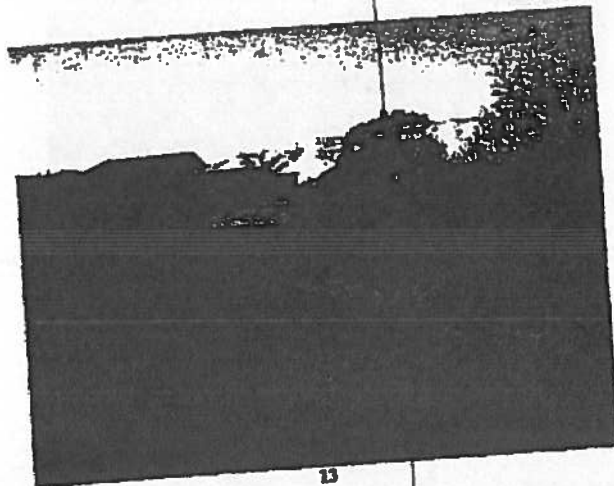
11

Kerns Meadow Baseline Photos, 11/2/03

POINTS	EAST	NORTH	BEARING	COMMENTS
Photo #11	518542	4813535	310	Neighboring Property in NE Corner
Photo #12	518542	4813635	20	Neighboring Property in NE Corner



12



13

Kerns Meadow Baseline Photos, 11/2/03

POINTS EAST NORTH BEARING

Photo #13 518542 4813535

Kerns Meadow Baseline Photos, 11/8/03

Photo #14 518438 4813088

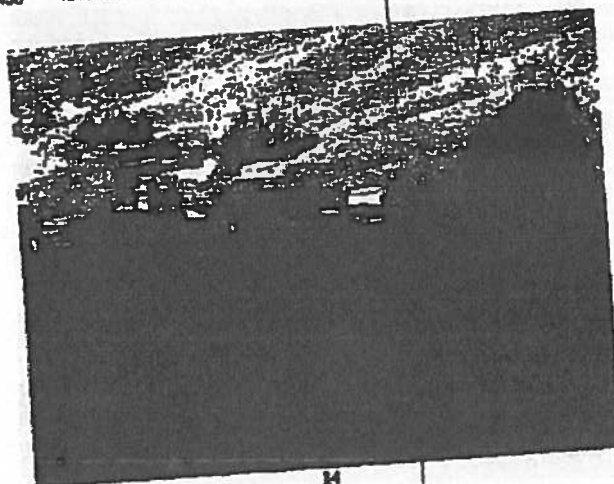
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320

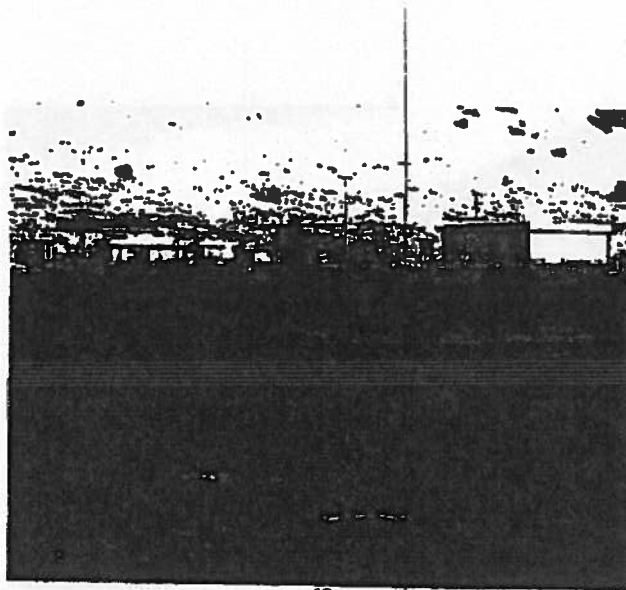
COMMENTS

Steel Rack, Stormwater Outlet, Agr. Meadow and PSS

Character of PSS, Post & Pole Fence, powerline



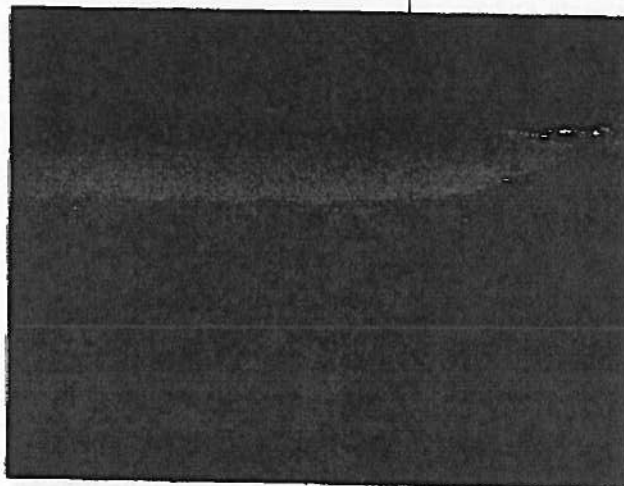
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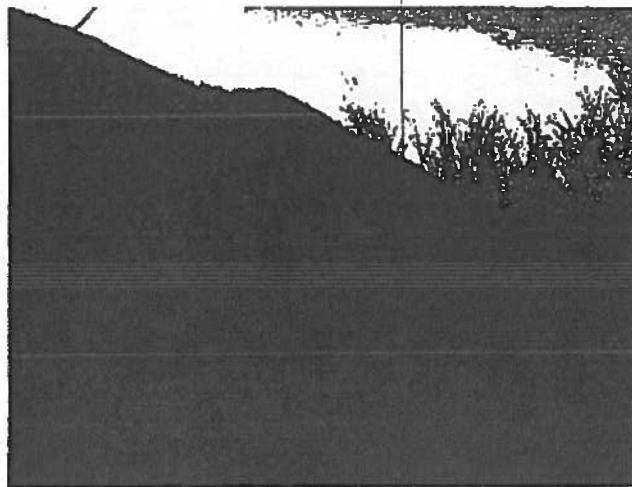
15

Kerns Meadow Baseline Photos, 11/6/03

POINTS	EAST	NORTH	BEARING	COMMENTS
Photo #15	518453	4813137	0	Character of PSS
Photo #16	518453	4813137	90	Character of Disturbed Area, Post & Pole Fence, PSS



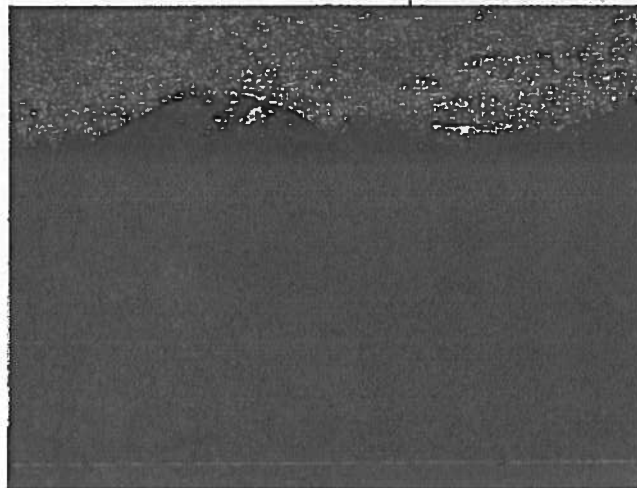
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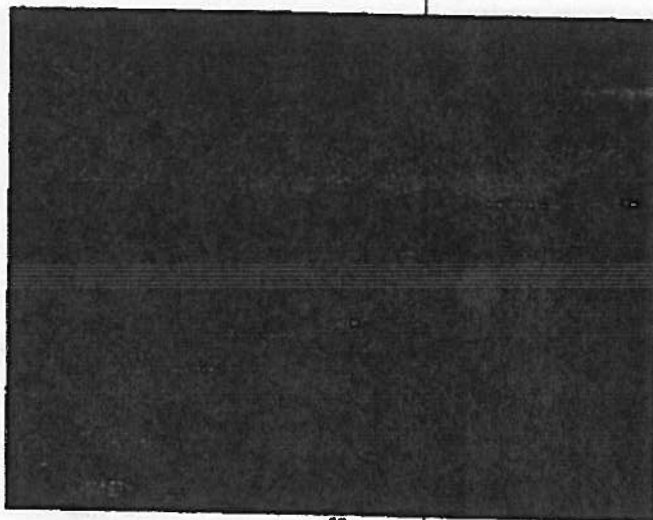
17

Kerns Meadow Baseline Photos, 11/8/03

POINTS	EAST	NORTH	BEARING	COMMENTS
Photo #17	518436	4813186	200	Character of Willow Bushes and Grass Understory
Photo #18	518401	4813155	270	Footbridge, Historic Irrigation Ditches, Character of PSS



18



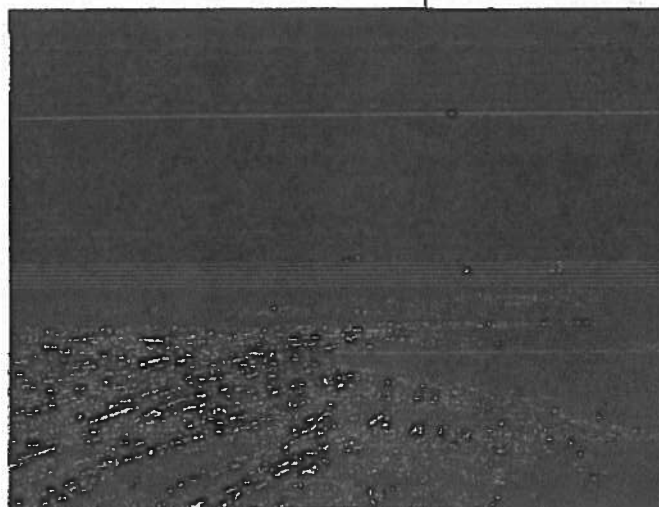
19

Kerns Meadow Baseline Photos, 11/6/03

POINTS	EAST	NORTH	HEARING	COMMENTS
Photo #18	518507	4813283	30	Historic Ditches, Magpie nest, Power lines, Curley Dock
Photo #20	518460	4813282	45	Horse corral, Agricultural Meadow, Burrows



20



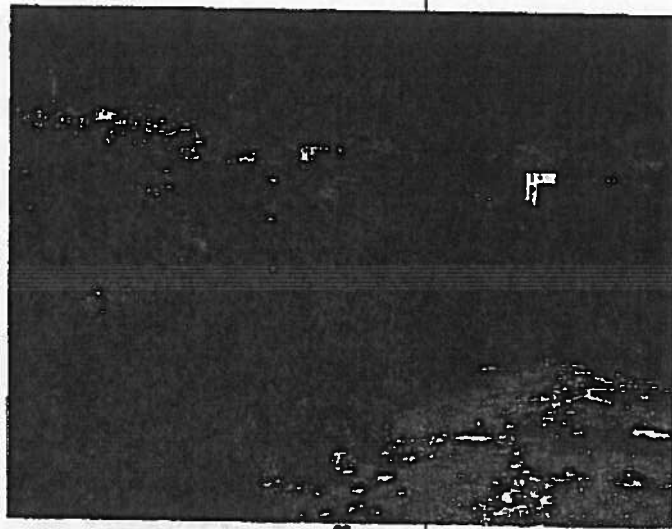
21

Kerns Meadow Baseline Photos, 11/8/03

POINTS	EAST	NORTH	BEARING	COMMENTS
Photo #21	518518	4813384	50	Agricultural Meadow, Power lines, Snowmobile Bridge
Photo #22	518579	4813532	30	Stormwater outlet at NE corner of the Property



22



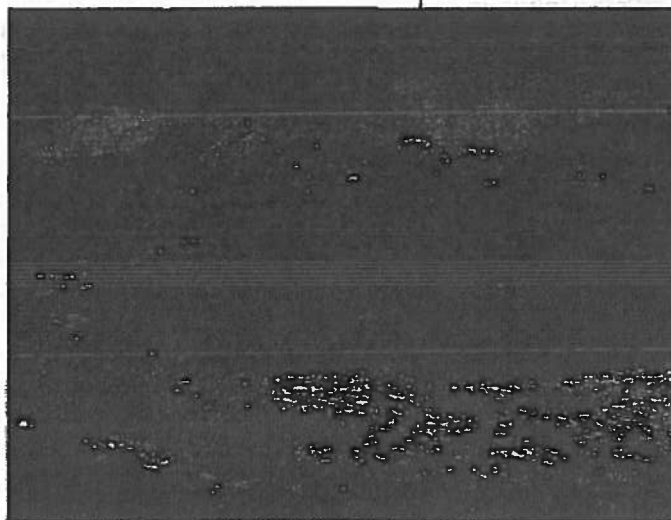
23

Kama Meadow Baseline Photos, 11/6/03

POINTS	EAST	NORTH	BEARING	COMMENTS
Photo #23	518602	4813572	350	Flat Creek upstream of the NE Corner of the Property
Photo #24	518602	4813303	190	Character of the Disturbed Area along East Boundary of the Property



24



25

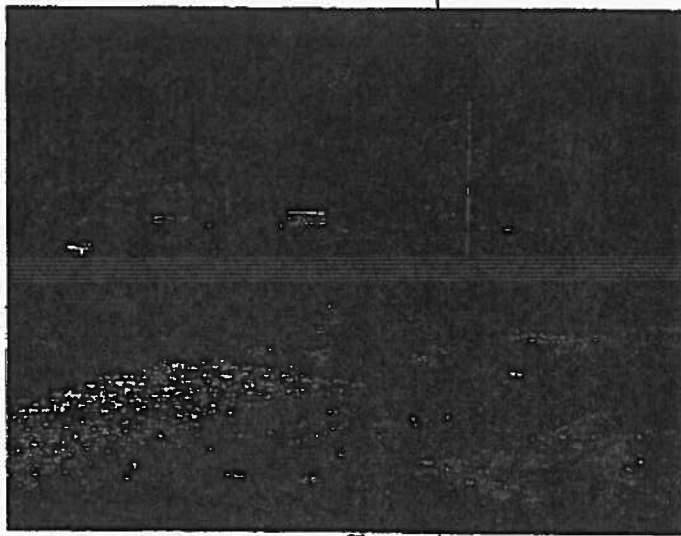
Kams Meadow Baseline Photos, 11/8/03

POINTS EAST NORTH BEARING COMMENTS

Photo #25	518602	4813303	270	Wetland Drainage at interface w/ Disturbed Area & PSS, Rabbitbrush
Photo #26	518602	4813303	350	Character of Disturbed Area



26



27

Kerns Meadow Baseline Photos, 11/8/03

POINTS EAST NORTH BEARING COMMENTS

Photo #27	818602	4813303	310	Power line, Character of drainage between Disturbed Area and PSS
Photo #28	818598	4813222	220	Character of Disturbed Area, Post & Pole fence at SE Property Corner



28

*Easting and Northing coordinates are displayed in Universal Transverse Mercator (UTM 27)

UPDATE TO "NATURAL RESOURCES INVENTORY FOR THE KARNS MEADOW PROPERTY"

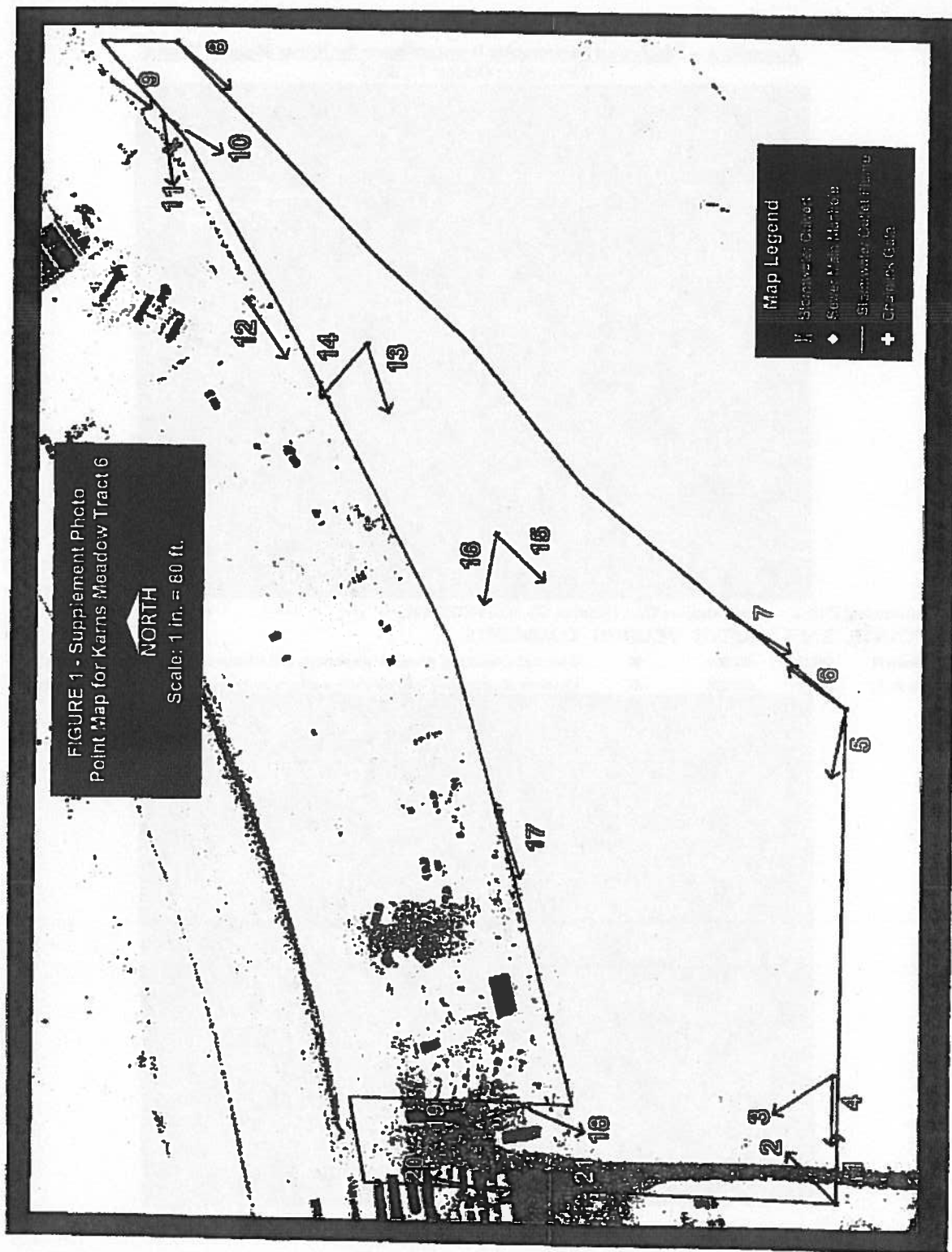
KARNS MEADOW TRACT 6

A Natural Resources Inventory for the entire 41.8-acre, Karns Meadow property was prepared in December, 2003, in anticipation of the eventual donation of several conservation easements and/or restrictive covenants over the seven Tracts that comprise the Karns Meadow to the Jackson Hole Land Trust (JHLT). Although the 2003 Natural Resources Inventory covers all seven Tracts and the "Trust Parcel," the JHLT felt it prudent to update the completed Inventory to better reflect the condition of the Property (Tract 6) at the time of conveyance of the restrictive covenant.

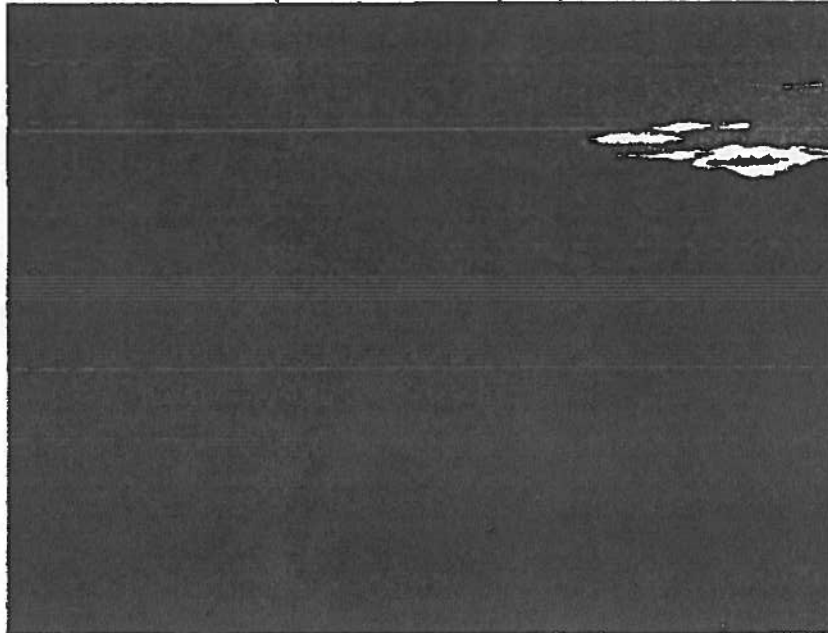
Steffan Freeman, Land Steward for the Land Trust, visited the Property on October 17, 2008 to record the current conditions. There have been several changes since the original Inventory was carried out 2003. Excavation materials are being stored on the adjacent property to the west that is owned by the Teton County Housing Authority. Five sewer related manholes are located on the Property, four are elevated above grade and the fifth is located at ground level east of the gravel road (photos 1, 4, 10, 16 & 18). The original fence along the bottom of the bench along the north boundary now consists of posts only without cross wires (photos 14 & 17). A chain-link fence gate is located on the gravel road near the west boundary (photos 17 & 21). The original Inventory neglected to document the portion to 60 foot Right-of-Way road that allows access from West Broadway, current conditions are found in photos 1, 2 & 18-21. This update also more fully documents the Property's irrigation infrastructure (photos 7 & 15). Three stormwater features drain onto the Property, two of which are metal flumes that drain parking lots located to the north (photos 11 & 17). The other is a subterranean concrete culvert (approximately 30" diameter, photo 12). It is not known if the water draining out of the concrete culvert feature originates in a parking lot or from roadway wastewater infrastructure. See Figure 1. Otherwise, the Property is consistent with the original 2003 Natural Resources Inventory.

The purpose of the Natural Resources Inventory is: 1) to document and provide further detail of the natural and man-made features of the Property and the conservation values to be protected by a restrictive covenant that has been purchased by the Land Trust; 2) to provide sufficient information regarding the current conditions and conservation values of the Property for monitoring by Land Trust Stewardship staff; and 3) to facilitate perpetual enforcement of the terms of the restrictive covenant.

This update consists of Figure 1, a photo point map with additional man-made features that supplement the original 2003 Inventory, and Appendix A, 21 photographs of the Property taken on October 17, 2008 with a Nikon P60 digital camera and geo-referenced with a hand-held Garmin GPS unit. This "Exhibit B" and the comprehensive 2003 Natural Resources Inventory, which was recorded with the original Warranty Deed and Conservation Easement granted to JHLT by the Town of Jackson, and is of record in the Office of the Clerk of Teton County, Wyoming in Book 536 beginning on page 105, are considered the Inventory for Karns Meadow Tract 6.



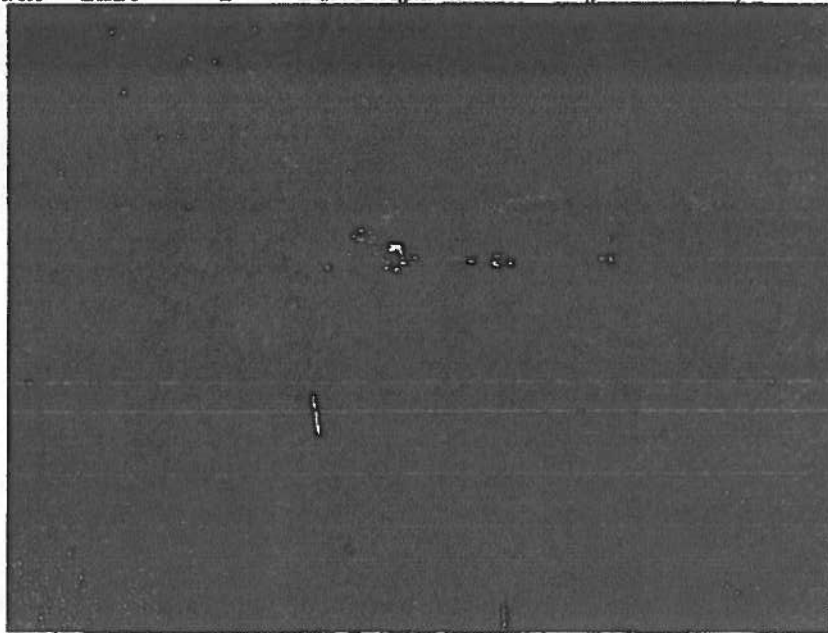
Appendix A – Supplement Photographic Documentation for Karns Meadow Tract 6
 (Photos taken October 17, 2008)

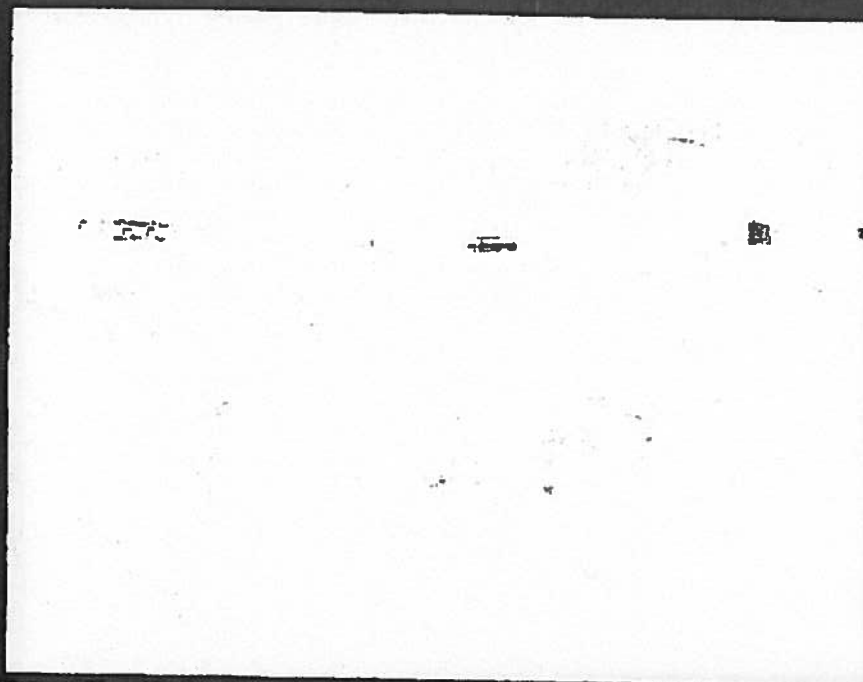


Monitoring Photos Karns Meadow Tract 6 Baseline, GIS #127, 10/17/2008

POINTS EAST NORTH BEARING COMMENTS

Photo #1	0517161	4813276	90	S line with character of gravel rd, sewer man, and cottonwoods and shrubs along ditch
Photo #2	0517161	4813276	45	Character of agricultural meadow along northern boundary and cottonwood community

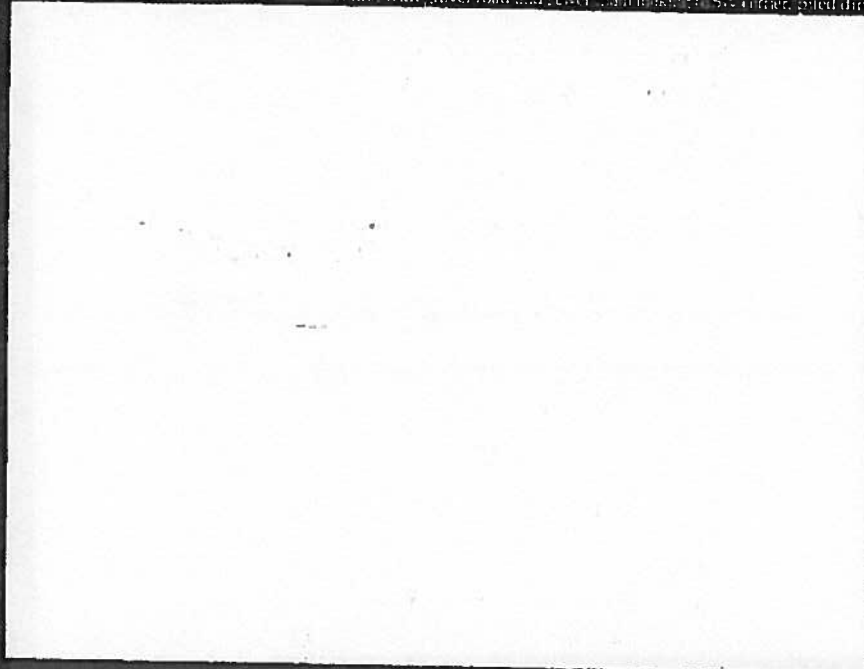


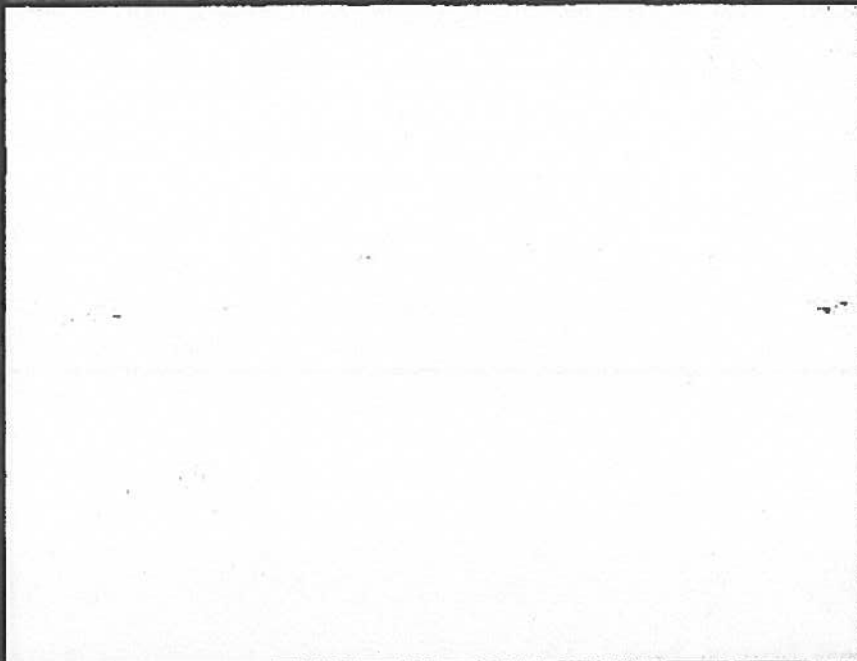


Monitoring Photos: Kams Meadow Tract 6 Baseline, GIS #127, 10/17/2008

POINTS EAST NORTH BEARING COMMENTS

Photo 43	0518189	4813277	325	Piled wood with cottonwood and serviceberry in trees south of irrigation ditch
Photo 44	0518189	4813277	270	8 line with gravel road and power main looking N. SW corner, piled dirt is off Property





Monitoring Photos Karns Meadow Tract 6 baseline, GIS #127, 10/17/2008

POINTS EAST NORTH BEARING COMMENTS

Photo #5	0518249	4813276	250	S line character, agri. grasses, mature cottonwoods, willows and gooseberry shrubs
Photo #6	0518265	4813276	55	Looking to NE corner across irrigation conveyance, agri. grasses and scrub oaks





Monitoring Photos: Kates Meadow Tract & Bayview GIS #127, 10/17/2009
POINTS EAST NORTH BEARING COMMENTS

Photo 27	0516296	4812307	210	A portion of the irrigation infrastructure along S line at UTM E-0749200, N-1911700 Character of meadow and riparian vegetation along S-ditch, and east along S-ditch
Photo 28	0516308	4813476	200	

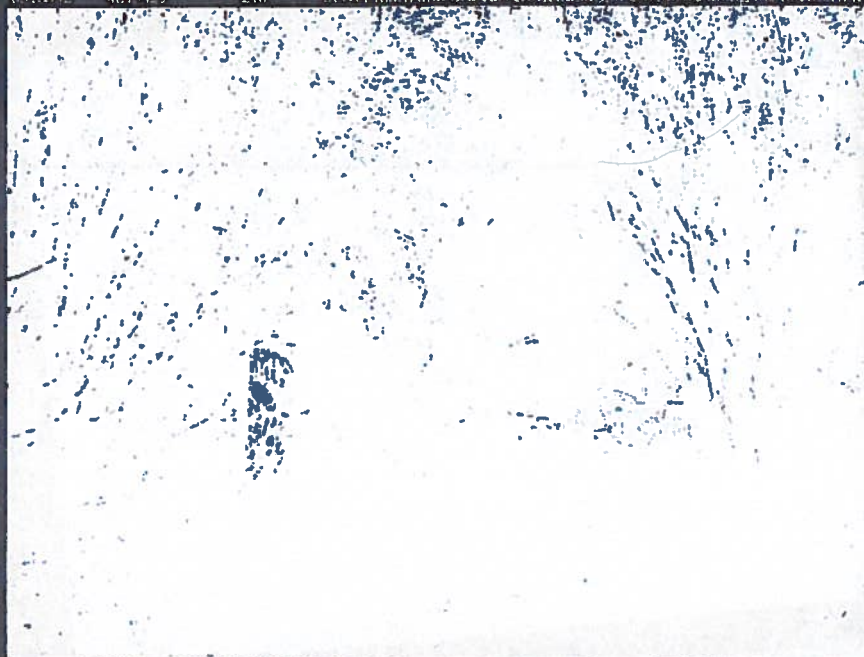


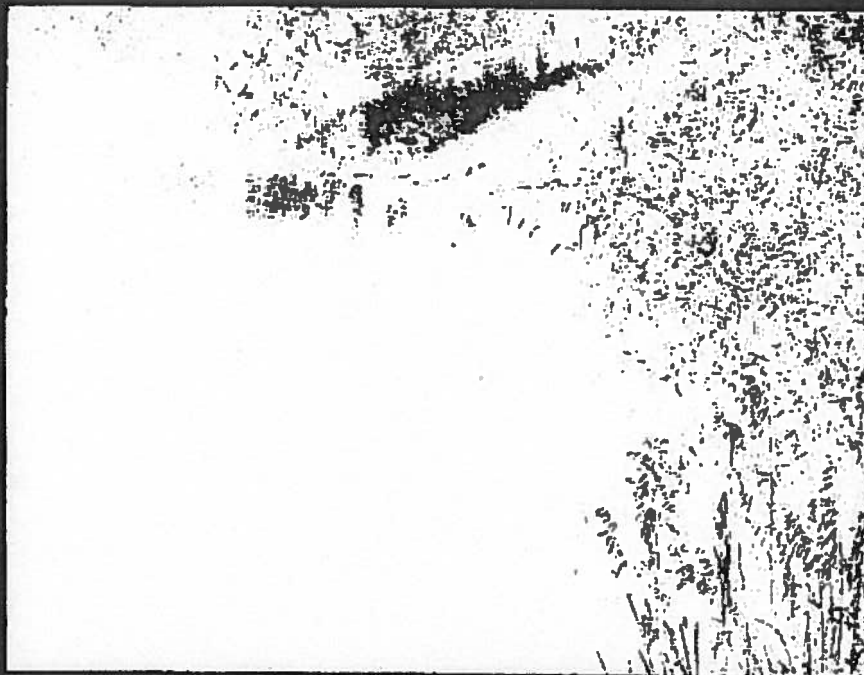


Monitoring Photos: Karrs Meadow Tract 6 Baseline, GIS #127, 10/17/2008

POINTS EAST NORTH BEARING COMMENTS

Photo #9	0518401	4813412	215	North property line with character of vegetation, atop a timing wall is old property
Photo #10	0518392	4813419	210	Sewer man and old culvert in among the willows along the northern irrigation ditch





Monitoring Photos: Korns Meadow Tract 5 Baraboo, GIS #127, 10/17/2008

POINTS EAST NORTH BEARING COMMENTS

Photo #11	0519292	481529	700	Waste water pipe draining onto the property from N. organ street or parking lot
Photo #12	0526305	4815410	215	Character of stormwater outlet from that drain of W. Broadway parking lot

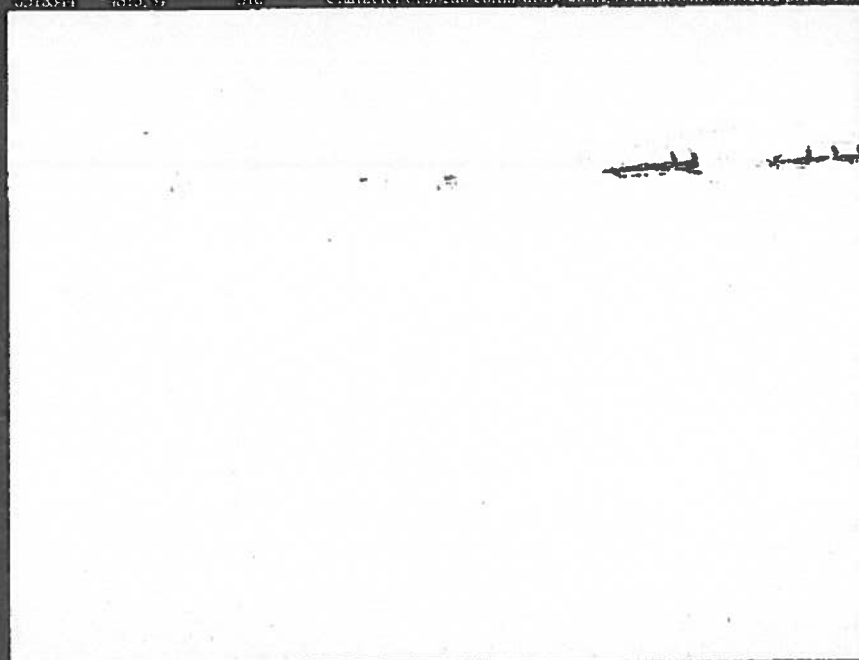




Monitoring Photos: Karns Meadow Tract 6 Baseline, GIS #127, 10/17/2008

	POINTS	EAST	NORTH	BEARING	COMMENTS
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Photo #13	0518344	4815384	750		Path in meadow with character of grasses and cottonwood willow community
Photo #14	0518344	4815384	310		Character of shrub community along N ditch with old fence posts, fence, farming





Monitoring Photos: Karrs Meadow Tract 6 Baseline, GIS #127, 10/17/2008

POINTS	EAST	NORTH	BEARING	COMMENTS
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Photo #13	0518304	4813394	220	Head gate to S ditch, managed by Park & Rec., meadow character
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Photo #16	0518304	4813394	280	Character of north boundary, sewer main and cottonwood trees at bottom of bench
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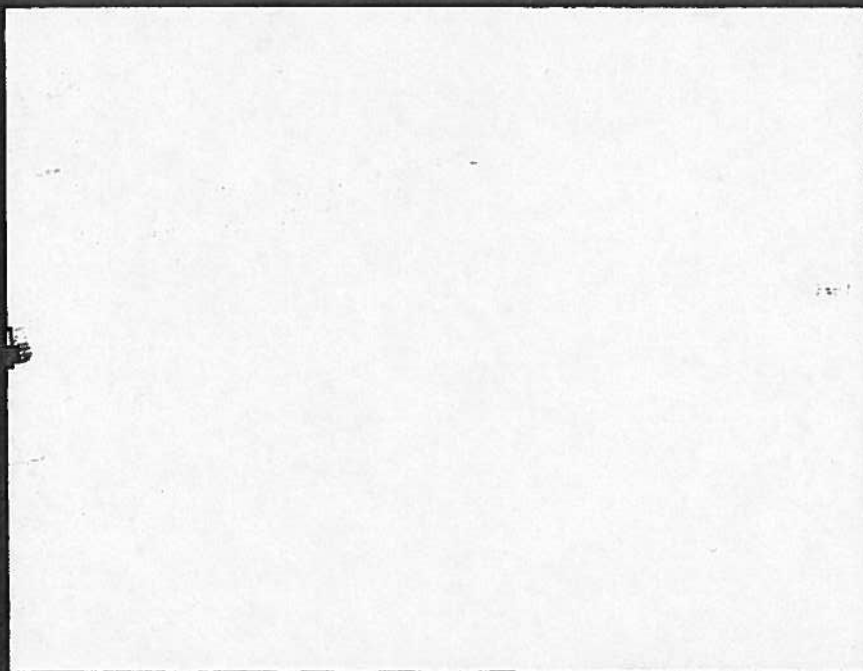


Monitoring Photos: Korns Meadow Tract 6 Baseline, GIS #127, 10/17/2008

POINTS EAST NORTH BEARING COMMENTS

Photo #17	0518274	4813352	250	N. line with old fence posts & stormwater outlet flume, and distant gate on road at left
Photo #18	0518780	4813345	290	Character of W line, road, fence gate, sewer main, with meadow and cottonwoods

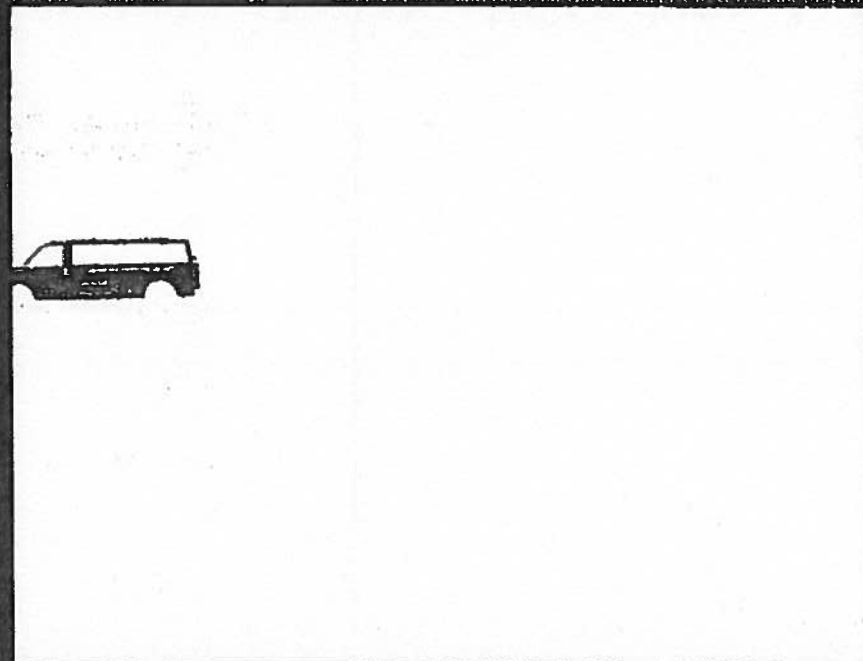


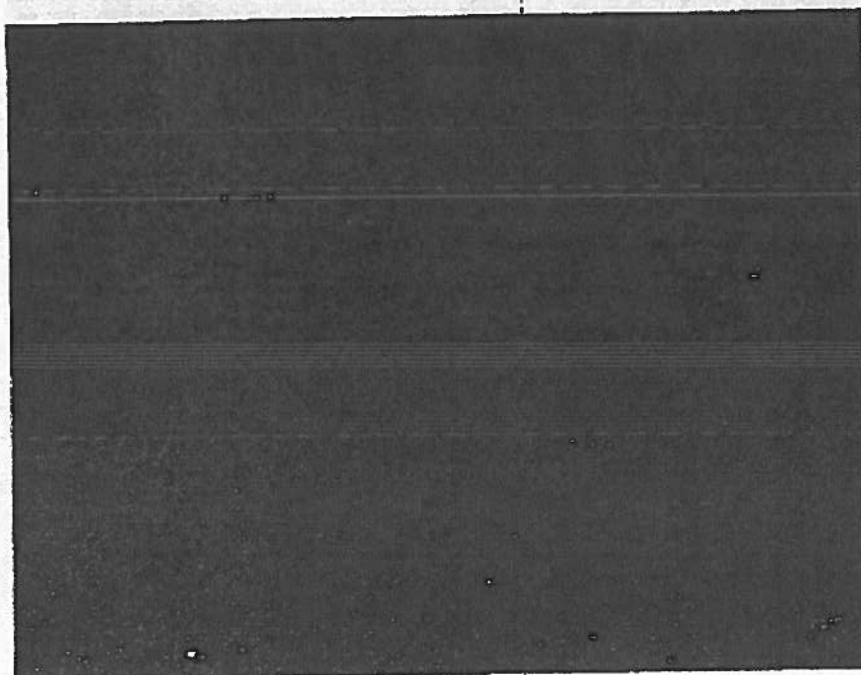


Monitoring Photos: Karroo Meadow Tract 6 Baseline, CUS #127, 10/17/2005

POINTS EAST NORTH BEARING COMMENTS

Photo #19	0518180	4813345	310	Character of COB, wide entry drive, mostly gravel on asphalt and curb/patio road.
Photo #20	0518161	4813350	10	Character of W line, 60ft. wide entry drive, no fence on the property.



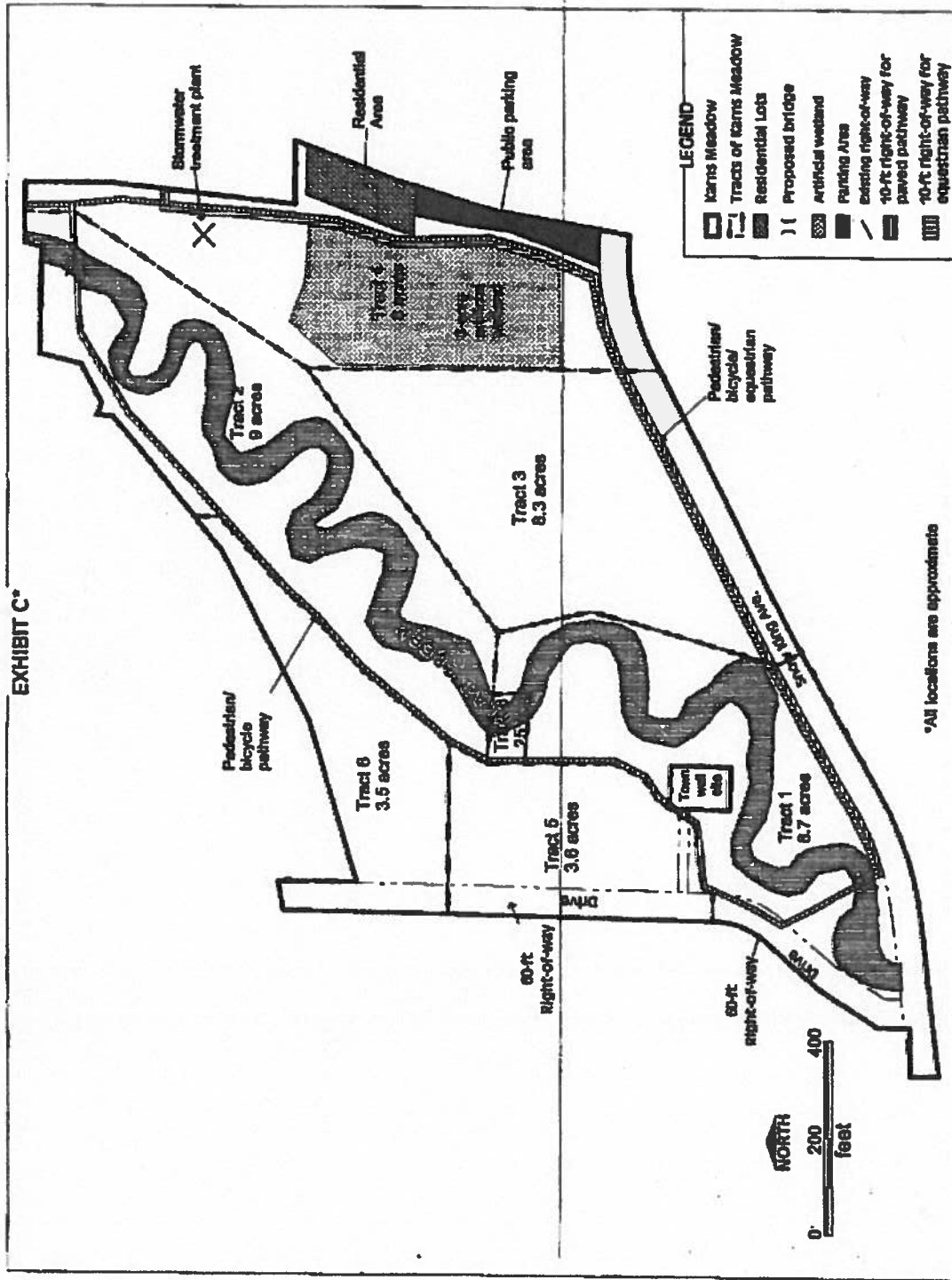


Monitoring Photos: Karro Meadow Tract 6 Baseline, GIS #127, 10/17/2008

POINTS EAST NORTH BEARING COMMENTS

Photo #21	0518161	4813350	163	Character of W line, gravel road/apron accessing parcel to the west, veg along ditch
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EXHIBIT C*



STAFF REPORT



Meeting Date:	March 18, 2024	Meeting Title:	Town Council Regular
Submitting Department:	Internal Services	Presenter:	Roxanne Robinson
Agenda Item:	Extension of the Teton County Fairgrounds Lease Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

Town Council directed staff to “Begin to explore a longer-term lease for the Fair and Rodeo Grounds,” at its regular meeting on January 8, 2024. The Town Council approves all major leases and agreements for the Town of Jackson.

Requested Action.

Staff requests Council review the background provided about the Teton County Fairgrounds Lease Agreement and direct staff to reach out to Teton County regarding a longer term extension of the lease agreement for the purpose of perpetuating western activities.

Recommendations.

Staff recommends Council provide direction to staff to reach out to Teton County regarding a longer term Teton County Fairgrounds Lease Agreement with a term offer of _____ years and, if they request a longer term agreement, bring a revised and updated agreement back to Council for consideration.

Background.

There are 3 agreements associated with this Town-owned parcel, 1) the Teton County Fairgrounds Lease Agreement (between the Town and Teton County), 2) the Rodeo Grounds Management Agreement (between the Town and Teton County for management of the grounds on behalf of the Town), and 3) the Rodeo Concession Agreement (between the Town and the rodeo concessionaire, WW Productions).

These agreements relate to each other in that the Teton County Fairgrounds Lease Agreement leases a portion of the rodeo grounds to Teton County but does not allow Teton County to enter into a Rodeo Concession Agreement. The Rodeo Concession Agreement sets forth the responsibilities and requirements of the rodeo concessionaire. And finally, the Rodeo Grounds Management Agreement establishes Teton County as manager of the grounds and uses on the grounds and provides for payment from the Town of Jackson to Teton County for those management services.

In order to move forward with continued historical rodeo, fair, and western uses on the grounds beyond December 31, 2030, the first step would be to entertain a longer term Teton County Fairgrounds Lease Agreement.

Teton County Fairgrounds Lease Agreement. A previous Town Attorney researched the documents related to the rodeo grounds in 1999 and provided some historical information. A portion of these grounds have been used for western activities at least since 1945 and possibly earlier. It appears that as early as 1963 the Town began leasing the property to Teton County for production of the fair. The current agreement expires on December 31, 2030.

The current Teton County Fairgrounds Lease Agreement and the First Amendment are attached to this document along with the exhibit that defines the leased area.

Rodeo Grounds Management Agreement. According to the research, the Town first began contracting with Teton County to manage the grounds in 1998 and we have been renewing/updating this agreement with Teton County since that date. This agreement provides for a pass through of a portion of the funds received by the Town from the rodeo concession agreement to Teton County for management and maintenance of the grounds on the Town’s behalf. There have been brief discussions in the past of Town of Jackson Public Works Department or the Parks and Recreation Department taking

over maintenance of the grounds, but those potential arrangements were rejected in favor of Teton County handling the management because of their presence on the site and their management/coordination of multiple users on the site. The current agreement terminates on December 31, 2026 and provides for a maximum of \$80,000 to be passed through to Teton County for their services.

Rodeo Concession Agreement. The Town has been contracting with a rodeo concessionaire since 1975 for the purpose of conducting regular rodeos on the grounds. In recent history, the concession agreement was granted for 4 years with the most recent agreement extended to 5 years. The current agreement contains provisions for renewal or bidding at the end of the current term, September 30, 2026. The Town has not put the rodeo concession out for bid since 2009 when it was awarded to WW Productions.

Analysis & Key Questions.

Should Teton County request a longer term Teton County Fairgrounds Lease Agreement, staff would proceed to draft a new lease agreement and present that agreement to Council for input related to details in the agreement including the term, rent, and a termination clause. After receiving Council input, staff would then negotiate the lease agreement with Teton County and ultimately present a final version for Council approval. Once that longer term lease agreement was in place,

1. The Town could then enter into discussions with Teton County regarding an extension of the Rodeo Grounds Management Agreement and cleaning up some of the provisions. The agreement would then be brought back to the Town Council for final approval; and
2. The Town could consider a renewal of the Rodeo Concession Agreement with WW Productions or could put the rodeo concession out for bid and prepare a new agreement with cleanup of many of the provisions in the document.

Key Policy Question #1: Does Council want to provide direction to staff to reach out to Teton County regarding a longer term Teton County Fairgrounds Lease Agreement?

If the answer is yes, staff will provide a letter to Teton County requesting a meeting on the topic. If yes, staff also asks Council to provide direction regarding a general length of time for discussions under Key Policy Question #2. Once staff has met with Teton County regarding this longer term, staff will bring back to Council an updated lease agreement for consideration that identifies all points needing Council feedback. The current lease agreement is valid through December 31, 2030.

If the answer is no, staff will not bring the issue back for Council consideration until closer to December 31, 2030, the expiration of the current lease agreement.

Key Question #2: Does Council want to articulate a specific lease term that the Town is willing to consider?

Council could consider a longer-term lease such as 10, 25, 50, 99 yrs. Depending on the length of term chosen, staff would bring back an updated agreement that contains options for check-ins at regular intervals about how the agreement is working for both parties, as well as a termination clause with sufficient notice. So for example, the Town could offer a 40-year lease with check-ins every five-years and a two-year termination clause or a 99-year lease with check-ins every ten-years and a five-year termination clause. Council can also choose not to articulate a specific lease term and wait and discuss the term when the lease agreement is brought back for Council consideration.

Possible Alternatives.

Town Council could choose to wait until closer to expiration of the current lease agreement, December 31, 2030, to discuss a longer term lease agreement or extension.

Comprehensive Plan & Priority Alignment.

Leasing the current rodeo grounds to Teton County for the production of the Teton County Fair, and the production of a rodeo on these grounds relates to Common Value 3, Quality of Life, in that county fairs and rodeos in Jackson are a part of our history and culture. They also pay homage to our ranching and agricultural heritage. Rodeos also allow locals who work at dude and working ranches to participate in a local activity, while providing entertainment to tourists, and therefore supporting our economy on multiple levels.

Fiscal Impact.

There is no fiscal impact for this item at this time.

Staff Impact.

Staff from Internal Services and the Legal departments have spent a total of 16 hours on this item thus far. Negotiations and preparation of an updated lease agreement will continue to utilize staff time from these departments and may result in an additional 40 hours of staff time.

Attachments or Links.

Teton County Fairgrounds Lease Agreement and First Amendment.
Rodeo Grounds Management Agreement.
Rodeo Concession Agreement.

Suggested Motion.

I move to direct staff to reach out to Teton County regarding a longer term Teton County Fairgrounds Lease Agreement with a term offer of _____ years and bring a revised and updated agreement back to Council for consideration.

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

TETON COUNTY FAIR GROUNDS

LEASE AGREEMENT

This lease is made to be effective as of the 1st day of January 2003, between the Town of Jackson, as Lessor, and the Teton County Fair Board as Lessee.

WHEREAS, the Teton County Fair Board has assumed management responsibilities for land owned by the Town of Jackson; and,

WHEREAS, the Town of Jackson has determined that it is reasonably necessary and of definable benefit to provide the Teton County Fair Board with continued use of the leased premises beyond the term of the present elected officials by providing the Fair Board with assurance of its continued use of the premises so as to justify its expenditure of funds and effort for the improvement of the grounds; it will perpetuate western activities for the benefit of residents and visitors alike; the diligent management and supervision by Fair Board of uses on the Fair Grounds reduces liability exposure and enhances visitor experience; and, the opportunity for alternate uses currently on the Fair Grounds to flourish is strengthened.

NOW THEREFORE, the parties agree as follows:

1. DEMISE. The Lessor leases to the Lessee, the premises in the Town of Jackson, County of Teton, State of Wyoming, described as follows:

See "**Exhibit A**" attached hereto and by this reference made a part hereof.

To have and to hold the demised premises for and during the term hereof, together with all and singular the appurtenances, rights, interests, easements and privileges in any way pertaining thereto..

2. TERM. The initial term of this lease shall be twenty-four years (24) years, commencing on the 1st day of

Grantor: TOWN OF JACKSON
 Grantee: TETON COUNTY FAIR BOARD
 Doc 0601303 bt 514 pg 851-862 Filed at 12:24 on 07/18/03
 Sherry L Dalgle, Teton County Clerk fees: 41.00
 BY MARY D ANTROBUS Deputy

TETON COUNTY FAIR GROUNDS

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2. TERM. The initial term of this lease shall be twenty-four years (24) years, commencing on the 1st day of

January, 2003, and terminating on the 31st day of December, 2026, unless sooner terminated as hereinafter provided.

3. RENT. The Lessee shall pay to the Lessor for the demised premises during the term of this lease, in lawful money of the United States, the sum of ONE HUNDRED DOLLARS (\$100.00) for each lease year of the term of this lease as and for an annual rental, said sum being due and payable on the first day of each lease year of the term hereof.

4. LANDLORD'S LIEN. Lessor shall have a lien on all buildings and improvements placed on the demised premises by Lessee, on all rents from such buildings and improvements, and on all fixtures, furniture and equipment kept or used on the premises, whether such property is exempt from execution or not, to secure payment of all sums becoming due to Lessor under the provisions of this lease and to secure performance of all other obligations of Lessee hereunder.

5. TAXES. The Lessee, in addition to the rent provided for herein, shall pay all future taxes, assessments, duties, impositions and burdens assessed, charged or imposed upon the improvements constructed by Lessee, and its personal furniture and fixtures, and all taxes upon Lessee in respect thereof and shall deliver to the Lessor upon request proper and sufficient receipts and other evidence of the payment and discharge of the same. Lessor shall be responsible for payment of taxes on the real property.

6. UTILITIES. The Lessee shall pay all charges for sewer connection or capacity fee permits, except as may otherwise be agreed by Lessor, as well as monthly sewer charges and for water, electricity, gas, telephone and any other utilities used during the term of this lease or any renewal thereof.

7. LIENS OR ENCUMBRANCES. The Lessee shall not suffer the premises to become subject to any lien, charge or encumbrance whatsoever, other than a mortgage as hereinafter provided, without the prior written approval of the Lessor, and shall indemnify the Lessor against all such liens,

charges and encumbrances; it being expressly agreed that the Lessee shall have no authority, express or implied, to create any lien, charge or encumbrance, other than a mortgage, upon the improvements thereon.

8. ASSIGNMENTS/RIGHTS OF USE IN OTHERS. The Lessee shall not assign this lease to any person, individual or corporation, except with the Lessor's consent. Any assignee shall in the instrument of assignment expressly assume the Lessee's covenants and obligations hereunder. Notwithstanding the foregoing, Lessee acknowledges that its improvements are located on land within the Town of Jackson traditionally used and enjoyed by various groups and individuals for recreation and entertainment, and Lessee shall not unreasonably withhold use of the lands or buildings described herein by the public.

9. INSURANCE AND INDEMNIFICATION. The Lessee shall keep the buildings and improvements upon the premises insured against loss or damage by fire, for their full insurable value in companies authorized to do business in Wyoming, and shall furnish the Lessor with a complete list of all such insurance; shall pay all the premiums necessary for those purposes immediately as they become due; all such policies shall be issued in the name of Lessee, Lessor and the holder of any mortgage on the improvements, as their respective interests may appear. Lessee shall indemnify and hold the Lessor free and harmless from any and all demands, loss or liability resulting from injury to or death of any person or persons because of the negligence of the Lessee or the condition of the property at any time or times hereafter, and shall maintain in full force and effect, subject to all the other terms contained in this paragraph, liability insurance naming Lessor and Lessee in a combined single limit amount of not less than \$1,000,000.00.

10. DAMAGE OR DESTRUCTION. Should the whole or any part or parts of the buildings or improvements then on the demised premises be partially or wholly damaged or destroyed

by fire or other insured casualties after the commencement of the term of this lease, such destruction or damage shall not operate to terminate this lease, but this lease shall continue in full force and effect, except as otherwise provided in this lease. In the event of such damage or destruction, Lessee has the option to reconstruct upon the demised premises, buildings, improvements or fixtures of a like type and purpose and of substantially the same design and construction as those destroyed, or buildings, improvements or fixtures then consistent in the opinion of the Lessee with the highest and best use thereof in the Lessee's determination; subject, however, to Lessor's approval of the plans and specifications therefore. If the Lessee elects to repair the existing building, such repairs will be so as to restore the building to at least an equivalent condition as it was in before the damage or destruction. In any event, the buildings, improvements or fixtures constructed or repaired shall be of a value at least equal to the value of the property immediately prior to the loss or damage.

In the event of such reconstruction or repair, the rent on the demised premises shall not be abated in whole or in part during the period of said repair or reconstruction. Said repair or reconstruction shall be prosecuted diligently to completion.

In the event that Lessee decides not to reconstruct or repair said buildings, improvements or fixtures, Lessee shall have the option of canceling and terminating this lease on giving the Lessor thirty (30) days' written notice of his determination to do so. If Lessee elects to terminate this lease in accordance with the foregoing option, Lessee shall be under no duty to restore, rebuild or repair said buildings, improvements or fixtures, but shall be obligated, at Lessor's option, to restore the premises to their pre-construction condition.

11. REPAIRS. The Lessee shall keep the buildings erected on the premises and the drains and appurtenances in good condition and repair.

12. ALTERATIONS. The Lessee shall not make any alteration in the external elevation or architectural design of the buildings on the premises, or injure or remove any of the external walls or timbers thereof without the consent in writing of the Lessor, which consent shall not be unreasonably withheld.

13. NEW BUILDINGS. The Lessee shall not erect or permit to be erected on the premises any new buildings or make or permit to be made any addition to the building to be erected upon the premises, except in accordance with plans and specifications approved in writing by the Lessor, and pursuant to the Town of Jackson planning department requirements.

14. LESSOR TO ENTER. The Lessee shall permit the Lessor and its agents at all reasonable times to enter upon the premises to view the condition of the premises and buildings.

15. UNLAWFUL USE. The Lessee shall not make or suffer any use or occupancy of the premises contrary to any law or ordinance now or hereafter in force. Notwithstanding the foregoing, all applicable terms of the Rodeo Grounds Management Agreement between the parties dated March 2, 1998, or as amended, are incorporated by this reference, as if specifically set forth herein.

16. SURRENDER. At the termination of this lease the Lessee shall surrender the premises in such repair and condition as shall be in accordance with the covenants herein contained.

17. RE-ENTRY. It is agreed that no default or breach of covenant shall be deemed to have occurred on the part of the Lessee until thirty (30) days after written notice of such default or breach shall have been given to the Lessee, and the Lessee within such time has failed to remedy such

default or breach; but at the expiration of such thirty-day period the Lessor shall immediately have the right, at its option, to take any desired action to enforce its rights hereunder, including termination or re-entry with or without termination, or to enforce full performance by the Lessee of its obligations hereunder, unless the Lessee shall have, within such thirty-day period, begun action necessary to remedy such default or breach continuing and shall thereafter continue diligently to prosecute such action to completion, except that in any event the payment of rental or other payments of money due from the Lessee to the Lessor shall be paid within said thirty days.

18. WAIVER. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other terms, covenants or conditions herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any terms, covenants or conditions of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by Lessor, unless such waiver is in writing by Lessor.

19. ACCORD AND SATISFACTION. No payment by Lessee or receipt by Lessor of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this lease provided.

20. ENTIRE AGREEMENT. This lease sets forth all the covenants, promises, agreements, conditions and

understandings between Lessor and Lessee concerning the leased premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them. This lease supersedes that certain Ground Lease Agreement dated January 1, 1997 between the parties for the "livestock pavilion" with an initial term of 30 years, commencing on January 1, 1997, through December 31, 2026, it being understood that lease is of no further force and effect. This agreement, including the area described in attached "Exhibit A" shall include and not limit the historical use of the entire fairgrounds on the north side of Snow King Avenue for the use of the Teton County Fair during the usual three week period during each summer, as well as, the historical use of the fair grounds for special rodeo and other special events for staging and parking. This agreement does not, in itself, grant any authority to the Teton County Fair Board to enter into any rodeo concession agreements, except the historical and traditional one or two day special events. It is also noted that this agreement may be recorded in the public records of the Teton County Clerk, in Jackson, Wyoming.

21. NO PARTNERSHIP. Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or joint adventurer or a member of a joint enterprise with Lessee.

22. NOTICES. Any notice, demand, request or other instrument which may be or are required to be given under this lease shall be sent by United States certified mail, postage prepaid and shall be deemed to be given when mailed and shall be addressed (a) if to Lessor at: P. O. Box 1687, Jackson, Wyoming 83001, or at such other address as Lessor designated by written notice, and (b) if to Lessee at:

P. O. Box 3075, Jackson, Wyoming 83001, or at such other address as Lessee shall designate by written notice.

23. PARTIAL INVALIDITY. If any term, covenant or condition of this lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

24. TIME OF THE ESSENCE. Time is of the essence in this agreement.

25. HEADINGS. The headings used in this lease are for convenience only and are not to be used in its construction.

26. CONSTRUCTION. Whenever used, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders. This agreement shall be construed according to the laws of Wyoming.

27. COUNTERPARTS. This Agreement is executed in two (2) counterparts, each shall constitute an original.

IN WITNESS WHEREOF, the Lessor and Lessee have signed and sealed this lease on the date indicated below but to be effective as of the day and year first above written.

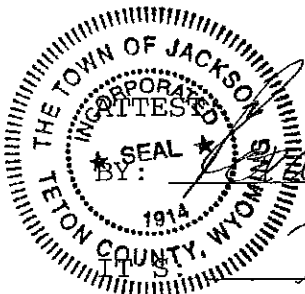
LESSOR:

TOWN OF JACKSON, WYOMING

Date: July 14, 2003

BY: [Signature]

IT'S: [Signature]



[Signature]
Town Clerk

LESSEE:

TETON COUNTY FAIR BOARD

Date: July 17, 2003

BY: William B. Paddleford

IT'S: President

ATTEST:

BY: William Mongi's

IT'S: Secretary/Treasurer

REVIEWED AND APPROVED: TETON COUNTY BOARD OF COMMISSIONERS

Date: 7/15/03

BY: Bill Paddleford
BILL PADDLEFORD

IT'S: BOARD CHAIRMAN

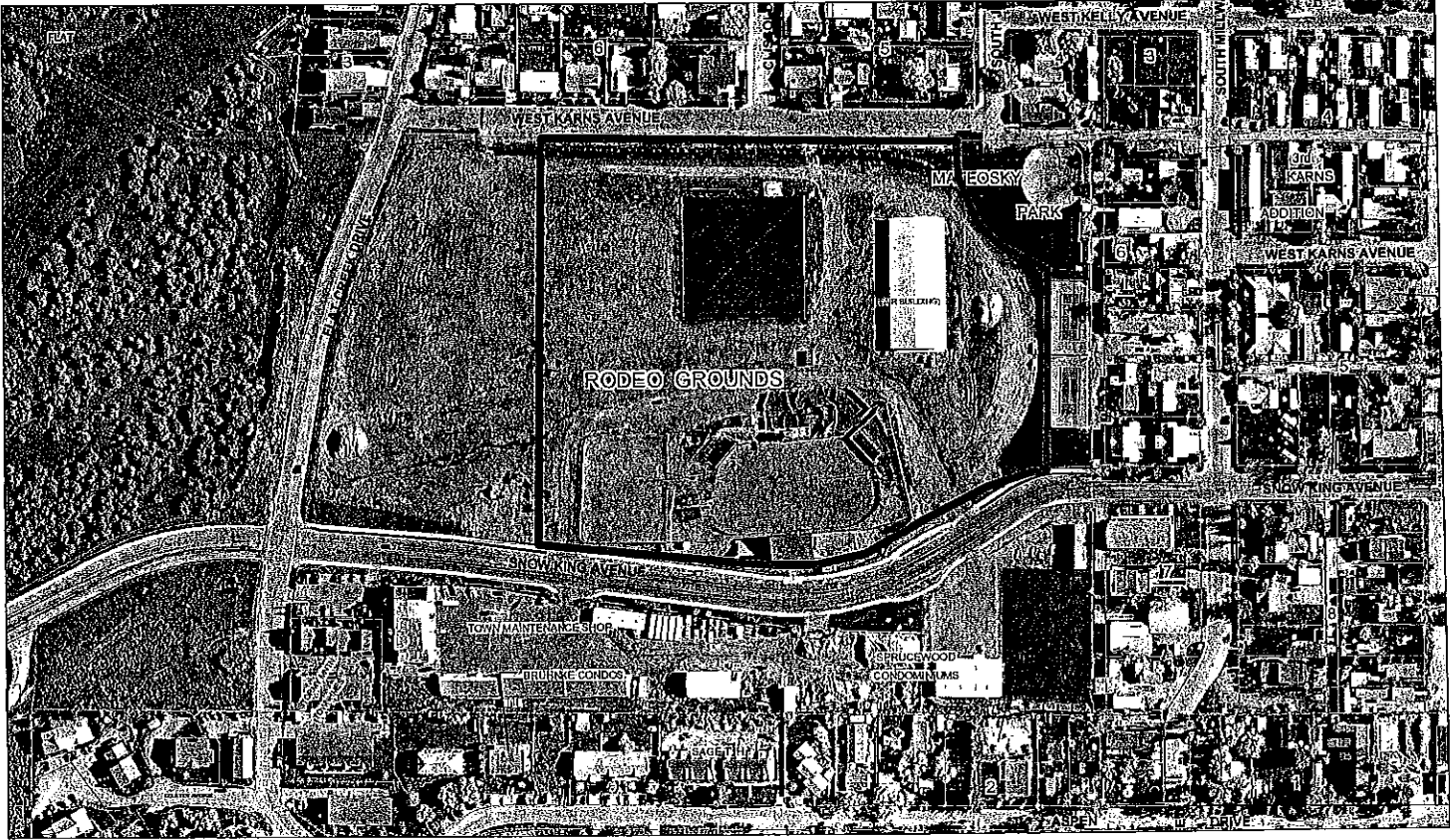
ATTEST:

BY: Sherry L. Daigle
SHERRY L. DAIGLE

IT'S: TETON COUNTY CLERK



Exhibit A



Lease Description

Part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 33, T41N, R116W within the Town of Jackson, Teton County, Wyoming, bounded as follows:

Bounded on the **north** by:

- the south line of West Karns Avenue;

Bounded on the **east** by:

- the west line of the presently existing tennis courts;
- the west line of the presently existing tennis courts extended south to the intersection with north line of Snow King Avenue;
- the west line of the presently existing tennis courts extended north to the intersection with the presently existing outfield fence of the Mateosky Park ball field;
- the arc of the presently existing outfield fence of the Mateosky Park ball field and a northerly extension there of;

Bounded on the **south** by:

- the north line of Snow King Avenue;

Bounded on the **west** by:

- a line bearing due north beginning at the west edge of the presently existing Snow King Avenue curb cut running north to the intersection with the south line of West Karns Avenue;

Refer to accompanying graphic exhibit.

This description was prepared from 1998 aerial photography and Town of Jackson GIS data and is not based on an actual field survey.

EXHIBIT A
SUGGESTED LEGAL DESCRIPTION
TETON COUNTY FAIR GROUNDS
LEASE AREA

A Parcel of Land located in the SW1/4 NE1/4 and the SE1/4 NE1/4 of Section 33, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, being a portion of that tract described in Book 7 of Deeds, page 465, records of Teton County, and being more particularly described as follows:

Beginning at a Point which lies N75°43'50"E, 884.9 feet from the center one-quarter corner of Said Section 33, which Point lies behind the northerly curb along Snow King Avenue at the westerly point of a curb cut;

Thence NORTH 675.8 feet, more or less, to the southerly line of West Karns Avenue;

Thence along said southerly line of West Karns Avenue, S89°47'30"E, 672.6 feet, more or less, to a point on a line extended northerly from the present outfield fence around the Mateosky ball park field;

Thence SOUTH 24.7 feet, more or less, along said extension of said outfield fence;

Thence along said fence along a circular curve to the left having a radius of 178.75 feet, a chord of 233.7 feet bearing S37°26'E, through a central angle of 81°39' an arc distance of 254.7 feet, more or less;

Thence SOUTH 335.7 feet, more or less, along the west line of the existing tennis courts and the northerly and southerly extensions thereof to a point behind the northerly curb along Snow King Avenue;

Thence along said northerly curb of Snow King Avenue through the following courses and distances:

Along a non-tangent circular curve to the left having a radius of 274.0 feet, a chord of 83.60 feet bearing S66°21'08"W, through a central angle of 17°33'02", an arc distance of 83.93 feet;

S57°34'37"W, 212.82 feet;

Along a tangent, circular curve to the right having a radius of 226.00 feet, a chord of 154.25 feet bearing S77°31'48"W, through a central angle of 39°54'22" an arc distance of 157.41 feet;

N82°31'01"W, 411.31 feet to the Point of Beginning.

Encompassing an area of 12.13 acres, more or less, and subject to easements, rights-of-way, reservations, restrictions, and agreements, of sight and/or of record.

This description written from the notes of surveys, from records in the Office of the Teton County Clerk, from aerial photography performed for the Town of Jackson, and from engineering data of the Snow King Avenue reconstruction project.

Michael Quinn
Wyoming Professional Land Surveyor 4270
24 November 2003
Project No. 03-001-1

FIRST AMENDMENT TO TETON COUNTY FAIR GROUNDS LEASE AGREEMENT

This First Amendment to the Teton County Fair Grounds Lease Agreement (hereinafter "First Amendment") is made and entered into to be effective as of this 23 day of May, 2022, by and between the City of Jackson, a Wyoming municipality, d/b/a Town of Jackson, (hereinafter referred to as "Town of Jackson"), and Teton County, a duly organized county of the State of Wyoming, (hereinafter referred to as "Teton County").

WHEREAS, the Parties entered into the Teton County Fair Grounds Lease Agreement with term beginning on January 1, 2003 to be effective until December 31, 2026; and

WHEREAS, the Parties have agreed to extend the Teton County Fair Grounds Lease Agreement for an additional four (4) years to December 31, 2030.

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

1. Paragraph 2 is hereby amended to extend the term of Teton County Fair Grounds Lease to December 31, 2030.
2. All other terms and conditions of the Teton County Fair Grounds Lease Agreement, dated July 17, 2003, which are not in conflict with the terms and conditions of this First Amendment, shall remain in full force and effect.

APPROVAL AND EXECUTION

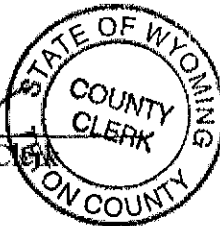
IN WITNESS WHEREOF the undersigned have executed the First Amendment to the Teton County Fair Grounds Lease to be effective on this 23 day of May, 2022.

TETON COUNTY, WYOMING

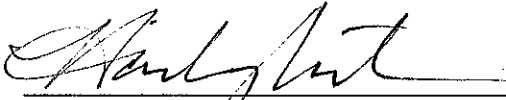
Luther Propst
Luther Propst, Vice-Chairman

Attest:

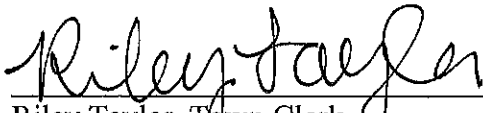
Maureen E. Murphy
Maureen E. Murphy, Teton County Clerk

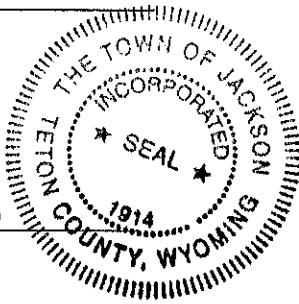


TOWN OF JACKSON


Hailey Morton Levinson, Mayor

Attest:


Riley Taylor, Town Clerk



RODEO GROUNDS MANAGEMENT AGREEMENT

This Agreement made as of the day of December 6, 2021 by and between the Town of Jackson, a Municipal Corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 (hereinafter referred to as the "Town") and Teton County, WY, a duly organized County of the State of Wyoming, of P.O. Box 3594, Jackson, WY 83001 (hereinafter referred to as "Teton County").

WHEREAS, the Town is the owner of certain real property within the Town of Jackson, Teton County, Wyoming, as described in Exhibit "A" hereto, and commonly referred to as the "Rodeo Grounds"; and

WHEREAS, Teton County desires to administer and maintain said property according to the terms set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained and for other good and valuable consideration, receipt whereof being hereby acknowledged, the parties agree as follows:

1. TERM

The term of this Agreement shall be for five (5) years, effective as of January 1, 2022, unless sooner terminated as provided for herein. This Agreement may be terminated by either the Town or the Teton County upon giving one (1) month written notice thereof.

2. DUTIES OF TETON COUNTY

- a. Teton County shall be responsible for the administration and maintenance of the Rodeo Grounds, except for the maintenance of any grass, trees or shrubbery outside of the Rodeo Arena which shall remain the responsibility and under the purview of the Teton County Parks and Recreation Department.
- b. Teton County shall make the Rodeo Grounds available to all user groups as provided herein, and so far as may be practicable, and shall be responsible for the oversight and preservation of the property by virtue of such use. Any fees collected by Teton County for the subletting of the

property shall be retained by Teton County and not be used to offset the management fee paid by the Town to Teton County set forth in paragraph 5 herein.

- c. Teton County shall inform any user group or anyone conducting any business on the Rodeo Grounds that it must obtain and maintain a Town of Jackson Business License. To that end, prior to their approval of use on the Fair Grounds, Teton County shall confirm possession of a business license with Town staff.
- d. Should the Town Council decide to put the rodeo concession out for bid, a committee comprised of the Town Manager or his designee, the County Commissioner's Administrator or his designee and the Teton County Fair and Fairgrounds Manager shall make a recommendation to the Town Council for the selection of a Rodeo Concessionaire after a competitive proposal process has occurred. All presentations to this committee and all recommendations shall be public.
- e. In its administration of the Rodeo Grounds, Teton County shall observe all applicable Federal, State and Local laws.

3. MULTIPLE USE.

The parties acknowledge that the subject property has historically been a recreational area for multiple users, including but not limited to the Town of Jackson, Teton County Barrel Racing Association, Teton County 4-H, various team roping associations, the Old Timers Rodeo Association, the High School Rodeo Association, the Teton County Fair, the production of a regular summer rodeo and various special events in the community. In administration of the Rodeo Grounds, the Teton County will make all reasonable efforts necessary to continue such multiple uses. Notwithstanding the foregoing, in the unlikely event of a direct scheduling conflict between users, priority shall be given first to Town uses, and then to western and/or livestock activities.

4. FUNDING.

During the term of this Agreement, and for subsequent renewals thereof, the

Town shall reimburse Teton County, upon its submission of sworn vouchers without itemization, for all reasonable sums expended in its administration and maintenance of the subject property, a minimum of \$10,000 per year, and a maximum of \$80,000 per year but at no time shall the reimbursement exceed the amount received by the Town from its Concession Agreement with the Rodeo Concessionaire. Should expenditures, capital or otherwise, exceed the maximum of \$80,000, Teton County may present an itemized accounting of expenses for the Town Council's consideration of reimbursement. The itemized accounting of expenses over \$80,000 shall be submitted in one request no later than April 30 of each year.

5. INDEPENDENT CONTRACTOR.

This Agreement is not a contract of employment. No relationship of employer and employee exists between the Town and Teton County or between the Town and any employee or agent of Teton County. Teton County at all times is deemed to be an independent contractor. Teton County is not authorized to bind the Town to any agreements or obligations. The Town shall not be liable for any acts of Teton County, or their employees or agents in performing their duties prescribed herein.

6. INDEMNIFICATION.

Each party shall hold the other party, its agents and employees, harmless from and shall defend and indemnify the other party from and against any and all liability for injuries to or deaths of persons or damage to property arising from the other party's activities and obligations or responsibilities arising under this Agreement. Each party shall give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects either party, and both parties shall have the right to participate in the defense of such claim to the extent of its interest.

7. LIABILITY INSURANCE.

Throughout the term of this Agreement, Teton County shall maintain insurance for bodily injury, death or property damage by reason of the management and administration operations conducted by Teton County on the Rodeo Grounds, with minimum liability limits covered under the Governmental Claims Act. Teton County shall have twenty (20) days from the effective date of this Agreement to provide a binding written commitment for the issuance of required insurance policies, subject only to premium payment.

8. RIGHTS RESERVED.

The parties acknowledge that the Town has utilized the subject property for various purposes, including but not limited to the storage of gravel for snow removal operations and snow that is removed.

9. THIRD PARTY BENEFICIARY.

Those users specifically articulated in paragraph 4 herein, and any other potential users of the subject property are specifically agreed by the parties to be intended third party beneficiaries of this Agreement. The Town, as owner of the property, by and through the Town Council, as its governing body, shall be the final arbiter of disputes between Teton County and such third party beneficiaries as they relate to the administration of the subject property.

10. ASSIGNMENT.

Teton County may not assign any right, privilege or license conferred by this Agreement, nor may it encumber any portion of the Rodeo Grounds without first obtaining the written consent of the Town, which consent shall not be unreasonably withheld.

11. HEADINGS FOR CONVENIENCE ONLY.

The headings used in this Agreement are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

12. ENTIRE AGREEMENT.

This Agreement contains the entire understanding of the parties. Any modification of the terms hereof must be made in writing and must be executed with the same formalities as this Agreement.

13. NOTICES.

All notices required to be given by this Agreement shall be sent by certified mail or delivered personally, shall be deemed given when mailed or delivered personally, and if mailed shall be addressed to the parties as follows:

1. Town of Jackson, Wyoming, P.O. Box 1687, Jackson, Wyoming 83001.
2. Teton County, P.O. Box 3594, Jackson, Wyoming 83001.

14. APPLICABLE LAW.

This Agreement shall be deemed to be made in and shall be construed in

accordance with the laws of the State of Wyoming. The parties hereby submit themselves to the jurisdiction of the District Court of Teton County, Wyoming, Ninth Judicial District, for any dispute arising out of this Agreement.

15. REPRESENTATIONS AND WARRANTIES.

Each party hereto represents and warrants that it has the right, power and authority to enter into, and perform their respective obligations under this Agreement. The execution and delivery of this Agreement by each party has been duly authorized by the respective authorized individual

16. EXECUTION.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

17. SOVEREIGN IMMUNITY.

Neither the Town nor Teton County waives its sovereign immunity by entering into this Agreement, and fully retain all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below, but to be effective on the year and date first above written.

DATED this 3rd day of January, 2022.

TOWN OF JACKSON, WYOMING



Hailey Morton Levinson
Mayor

ATTEST:


Roxanne Robinson — Lynsey Leramond
Deputy Town Clerk



TETON COUNTY, WYOMING

By: 
Its: Teton County Commissioners, Board Chair
VICE-CHAIR

ATTEST:

BY: Maureen Murphy
Maureen Murphy
Its: Teton County Clerk



EXHIBIT A

T-60B

NOTES

The boundary depicted here on Sheet 2 is meant to accurately represent the boundary between the Rodeo Grounds, which includes the following improvements in the Rodeo Grounds, including and not including, concrete sidewalk, and paved parking.

Map of Survey
 Depicting
 TOWN OF JACKSON FAIRGROUNDS
 Including the
 RODEO GROUNDS &
 PUBLIC WORKS DEPARTMENT LAND
 NE1/4 and SE1/4 of Section 33
 T41N R116W 6th P.M.
 Teton County, Wyoming

Scale: 1 inch = 100 feet
 This scale valid only for 24x36 prints.

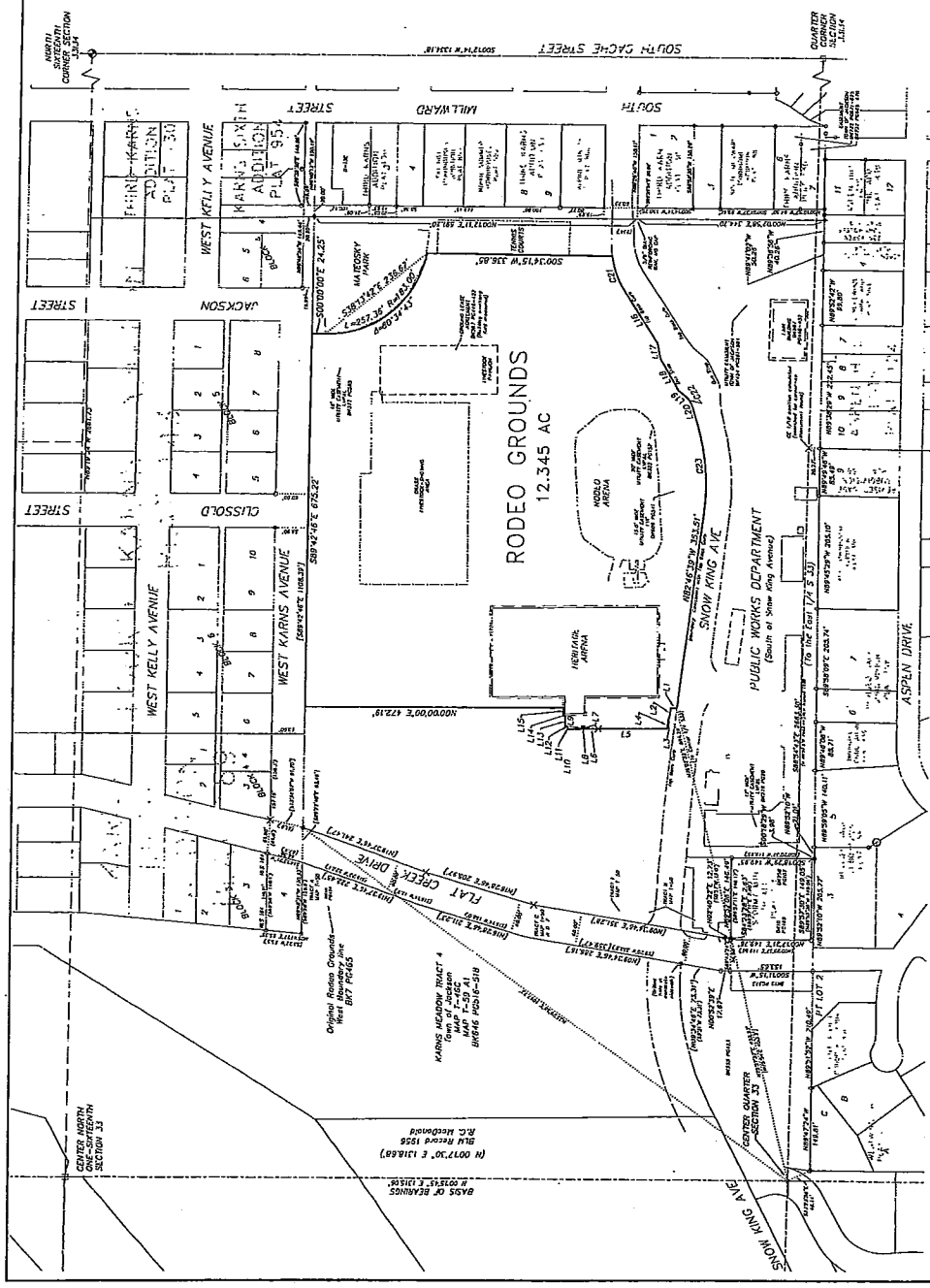
JORGENSEN ASSOCIATES, P.C. P.O. BOX 9550 JACKSON, WYOMING 83002 (907) 789-9150

Prepared By: JJA
 Map Prepared September 11, 2009
 Project No. 0809-09

SHEET 2 OF 2

CURVE	LENGTH	BEARING	CHORD	CHORD BEARING
C1	66.51'	100.00°	55.04' 46.76"	81.00°
C2	22.95'	45.00°	22.92'	55.22° 31.74"
C3	186.36'	202.00°	29.71' 29.74"	93.32° 26.74"
C4	27.51' 18.74"	180.00°	27.51' 18.74"	180.00°

CURVE	LENGTH	BEARING	CHORD	CHORD BEARING
C1	66.51'	100.00°	55.04' 46.76"	81.00°
C2	22.95'	45.00°	22.92'	55.22° 31.74"
C3	186.36'	202.00°	29.71' 29.74"	93.32° 26.74"
C4	27.51' 18.74"	180.00°	27.51' 18.74"	180.00°



LEGAL DESCRIPTION OF RODEO GROUNDS

TO WIT:

A parcel of land located within the S1/2 NE1/4 Section 33, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, being a portion of that tract described in Book 7 of Deeds, Page 465 filed in the Office of County Clerk for Teton County, and being more particularly described as follows:

Beginning at the intersection of the northerly edge of the curb on the north side of Snow King Avenue and the west boundary of that lease area described in Exhibit A of that lease agreement recorded in Book 514P, Pages 851-862 in the Office of Clerk for Teton County, Wyoming, that lies N76°02'52"E 884.29 feet from the Center Quarter Corner of said Section 33;

Thence NORTH 11.27 feet to the southerly edge of a concrete walkway for the Heritage Arena, being also the northerly edge of concrete sidewalk that runs along Snow King Avenue;

thence N82°47'22"W along said southerly edge 17.54 feet to a corner of said concrete walkway;

thence N00°16'22"W along the westerly edge of concrete walkway for Heritage Arena 1.59 feet to the intersection of said westerly edge with the southerly edge of asphalt pavement for handicap parking;

thence N82°50'30"W along said southerly edge 20.17 feet to the southwest corner of said asphalt pavement;

thence N00°25'23"W 125.15 feet to the northwest corner of said asphalt pavement and a corner of concrete walkway for Heritage Arena;

thence the following seven courses along the westerly edge of said concrete walkway;

N 00°31'13" W 24.99 feet;

N 89°01'24" E 4.99 feet;

N 00°23'22" W 5.05 feet;

S 89°29'30" W 4.98 feet;

N 00°29'49" W 25.81 feet;

N 89°40'23" E 4.98 feet;

N 00°05'21" W 4.96 feet to the northwest corner thereof that lies N 63°10'41" E 923.73 feet from the Center Quarter Corner of said Section 33;

thence N 89°09'45" E on the northerly edge of said walkway 19.94 feet to the roof line of the entrance to the Heritage Arena;

thence N 00°25'21" W along said roof line 3.27 feet to the corner of the roof at the northwest corner of entrance to Heritage Arena;

thence N 89°30'55" E along the northerly roof line 13.94 feet to said westerly boundary of that lease agreement recorded in Book 514P, Pages 851-862 in the Office of Clerk for Teton County, Wyoming;

thence NORTH on said westerly boundary 472.19 feet, to the southerly boundary of Fourth Karns Addition, a subdivision of record as Plat 143 in the Office of Clerk for Teton County, Wyoming, being also the southerly boundary of West Karns Avenue;

thence S 89°42'46" E on said southerly boundary 675.22 feet to a point that lies NORTH of the NW corner of the present outfield fence around the Mateosky ball field;

thence SOUTH 24.25 feet to said NW corner of outfield fence and the beginning of a non-tangent curve concave northeasterly having a radius of 183.00 feet and a chord that bears S 38°13'42" E, 236.67 feet;

thence southeasterly along said fence and on said curve through a central angle of 80°34'43" an arc distance of 257.36 feet to the northerly prolongation of the west fence line along existing tennis courts;

thence S 00°34'15" W 336.85 feet on said fence line and the northerly and southerly prolongation thereof to the northerly edge of curb on the north side of Snow King Avenue and the beginning of a non-tangent curve concave southerly having a radius of 160.00 feet and a chord that bears S 69°14'46" W, 69.08 feet;

thence westerly along said edge of curb and on said curve through a central angle of 24°56'00" an arc distance of 69.63 feet;

thence continuing on said edge of curb the following seven courses:

S 56°46'46" W 111.03 feet;

S 79°03'12" W 28.61 feet;

S 59°21'14" W 66.91 feet;

S 39°00'49" W 15.51 feet to the beginning of a curve concave northwesterly having a radius of 40.00 feet and a chord that bears S 55°27'03" W 22.64 feet;

thence southwesterly through a central angle of 32°52'29" an arc distance of 22.95 feet;

thence S 71°53'18" W 13.07 feet to the beginning of a non-tangent curve concave northerly having a radius of 400.00 feet and a chord that bears S 83°52'26" W 184.70 feet;

thence westerly through a central angle of 26°41'49" an arc distance of 186.38 feet;

thence N 82°46'39" W 353.51 feet to the point of beginning.

The above described parcel contains an area of 12.345 acres, more or less, and is in accordance with the "Map to Accompany Legal Description of Rodeo Grounds" attached hereto and by reference made a part hereof. The basis of bearing for said parcel is N00°15'45"E between the Center Quarter Corner of said Section 33 and the Center North Sixteenth Corner thereof, derived from GPS observations.

RODEO CONCESSION AGREEMENT

This Agreement is effective as of the 4th of October, 2021, between the Town of Jackson, a Municipal Corporation of the State of Wyoming, hereinafter referred to as the “Town”, and WW Productions, L.L.C., a Wyoming limited liability company, hereinafter referred to as “Concessionaire.”

WHEREAS, the Town is the owner of certain real property within the Town of Jackson, Teton County, Wyoming, commonly known as the Fair Grounds as more particularly described in the Map of Survey recorded in the Teton County Clerk’s office, MapT-60B located in book 2MAP, page 153; and

WHEREAS, the Teton Fair Board (“Lessee”) has assumed management and supervision responsibilities for portions of the Fair Grounds owned by the Town pursuant to the Teton County Fair Grounds Lease Agreement entered on January 1, 2003; and

WHEREAS, Teton County passed Amendment #1 to the 2012 Fair Board Resolution on April 12, 2016 that stated that the Teton County Fair Board served in an advisory capacity as to the management of the fairgrounds thereby clarifying that Teton County serves as the manager of the portions of the Fair Grounds owned by the Town and as described in Exhibit “A” (T-60B map and narrative legal description) attached hereto and by this reference made a part hereof, and hereinafter referred to as the “Rodeo Grounds”; and

WHEREAS, portions of the Rodeo Grounds are used specifically for the production of rodeos; and

WHEREAS, the Town hereby designates Teton County as the Administrative Authority to assume management and supervision responsibilities for the Rodeo Grounds owned by the Town; however, it is possible in the future that the Town will be the Administrative Authority as set forth herein; and

WHEREAS, the Concessionaire is in the business of producing rodeos for the entertainment of the general public; and

WHEREAS, the parties wish to formalize in writing an agreement for the production of a rodeo for the benefit and entertainment of the general public at the Rodeo Grounds.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, receipt whereof being hereby acknowledged, the parties agree as follows:

1. GRANT OF CONCESSION

The Town hereby grants to Concessionaire the nonexclusive right to operate a rodeo and related activities on a regular basis at the Rodeo Grounds as set forth in paragraph 3 herein. For the purposes of this Agreement, the definition of a rodeo is “a sporting event consisting of several different timed and judged events that involve cattle and horses, designed to test the skill and speed of the human cowboy and cowgirl athletes who participate.”

2. TERM

The term of this Agreement shall be for **five (5)** years, or until September 30, 2026 as set forth in this paragraph 2. For the purposes of this Agreement, Rodeo Season is defined as the Friday of Memorial Day Weekend through the day after Labor Day of each year, unless sooner terminated as provided for herein. Access to the rodeo grounds for stock conditioning and production preparation prior to the Friday of Memorial Day Weekend shall be provided by the Administrative Authority on Wednesdays and Saturdays during the month of May. Additional days may be authorized at the discretion of the Administrative Authority with at least 24 hours advance notice from the Concessionaire. Not later than September 9 of each year of the term hereof, the Concessionaire and the Administrative Authority shall meet to discuss the previous season’s rodeo operations, jointly prepare and jointly execute a report for submission to the Town Council, and if necessary, to recommend amendments to this Agreement for the benefit of: (a) the attending public; (b) the Town of Jackson; (c) the Administrative Authority and rodeo contestants. The executed report and any such recommendations of the Concessionaire and Administrative Authority shall be promptly delivered to the Town Council for its consideration not later than September 25 of each year. Priority of consideration shall be given by the Town to

those recommendations which are jointly endorsed by the Concessionaire and the Administrative Authority, the intent of this provision being the harmonious operation of a rodeo concession for the benefit of the community and the parties hereto.

3. PERIOD OF USE AND POSSESSION OF PREMISES

The Concessionaire shall have the nonexclusive right to use that portion of the Rodeo Grounds described in Exhibit "A" (T-60B map and narrative legal description) for the purposes of preparing for and producing a rodeo and related activities ("collectively Rodeo Events") throughout the term of and subject to the conditions of this Concession Agreement for each Rodeo Season during the term of the Concession Agreement. The Concessionaire shall also have the nonexclusive right to use the gravel area west of the Rodeo Grounds and east of Flat Creek Drive for parking during Rodeo Events. The Rodeo Events shall be produced on Wednesday and Saturday nights and as provided herein, however, the Town Council has the ability to remove one Wednesday or one Saturday night Rodeo Event. Additionally, the Rodeo Events shall be produced on July 4th of each year, and may be produced on eight (8) additional dates during the term of the Agreement as determined by mutual agreement between the Administrative Authority and the Concessionaire, and with the Town Council's approval, with the exceptions as set forth in paragraph 8 of this Agreement regarding rights of use for others. Not later than September 25 of each year, the Administrative Authority and Concessionaire shall submit a schedule for the following Rodeo Season, which shall be approved by the Town Council by October 31 of each year. Contestants who are approved by the Concessionaire are allowed to camp overnight on Rodeo Event nights on the Rodeo Grounds shown in Exhibit A subject to any conditions imposed by the Town of Jackson and reasonable fees assessed by the Administrative Authority. Contestants are not allowed to camp on the Rodeo grounds shown in Exhibit A on non-Rodeo nights.

Possession of a portion of the Rodeo Grounds known as the Rodeo Arena (as depicted on Exhibit "A" (T-60B map and narrative legal description) and all permanent stock pens adjacent to

Rodeo Arena, the outdoor arenas, and other stock pens shall be exclusive to Concessionaire starting at 8:00 AM. and possession shall be exclusive to Concessionaire starting at 4:00 P.M. for the Heritage Arena on days in which the Rodeo Events occur except for parked vehicles or temporary structures pre-approved by the Administrative Authority on an occasional basis in the NW corner of the leased area or Teton County staff working at the Fair Offices. The Administrative Authority may authorize earlier access when necessary to enable the Concessionaire to make repairs. Within fourteen (14) days of the execution of this Agreement, the Concessionaire shall provide a schedule of its intended use of the Rodeo Grounds, so that the Administrative Authority and/or Lessee can schedule public uses of the facility during such times the Concessionaire is not utilizing it.

4. PERFORMANCE DEPOSIT

For the purpose of securing the performance of all of the obligations of the Concessionaire in this Agreement contained, the Concessionaire shall, upon execution of this Agreement, provide the Town with a One Thousand Dollar (\$1,000.00) deposit to be retained by the Town, without interest, for the full term of this Agreement.

5. CONCESSION FEE

The Concessionaire shall pay to the Town the sum of Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of gross receipts, whichever is greater. Payments shall be made to the Town in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) on the fifteenth (15th) day of July, August, September, and October of each year throughout the term of this Agreement and a copy of all payments shall be presented to the Administrative Authority either in hard copy or emailed. On October 15 of each year throughout the term of this Agreement the Concessionaire shall pay to the Town the balance of the concession fee, if any, due and owing in the event that ten percent (10%) of the gross receipts of the Concessionaire exceeds the sum of Fifty Thousand Dollars (\$50,000.00) for the immediately previous operating season. Reports of revenues including spectator entrance fees, participant entry fees and purses, and reports of gross receipts shall be kept according to generally accepted accounting principles,

submitted to both the Town and the Administrative Authority on a monthly basis on the fully completed form as set forth in “Exhibit B” either in hard copy or emailed, and shall be kept confidential to the extent allowed by law. Spectator entrance ticket prices shall be posted prominently at each entrance to the rodeo and also on the official website of the Concessionaire. To ensure accurate reporting, Concessionaire shall be required to use an accurate counter to track the number of attendees and shall report the number of complimentary tickets admitted. Additionally, to the extent requested by the Town, Concessionaire will also provide tax receipts submitted to the Internal Revenue Service. Failure of the Concessionaire to comply with these reporting and accounting provisions shall constitute a material breach of this Agreement, and may, notwithstanding any other provision contained herein concerning the term hereof, result in the termination of this Agreement at the end of the rodeo season in which such breach occurs, after a hearing before the Town Council. Failure to submit reports and payments on time will result in a \$100 late fee assessed per day.

- i. **Definition of Gross Receipts.** Gross receipts as used in this Agreement shall include all monies and anything else for value received by the Concessionaire through the operation of this concession (specifically including, entrance fees, but specifically excluding stock charges and timing charges taken out of the contestant entry fees), or from any business conducted by the Concessionaire on the premises, or from any use of the concession premises by the Concessionaire, excluding Town approved charity events, competitor entrance fees, additional prize money contributed by Concessionaire or prizes purchased by the Concessionaire, and income from business not directly related to rodeo production and without any other deductions, excepting an allowance of deduction on sales or excise taxes imposed by any governmental entity and collected by the Concessionaire.

6. ADMINISTRATIVE AUTHORITY RESPONSIBILITIES

- a. **Administration of Agreement.**

The Town of Jackson is responsible for administration of this agreement unless those responsibilities have been delegated to an Administrative Authority with management and supervision responsibilities for portions of the Rodeo Grounds. The Concessionaire hereby acknowledges such designation and agrees to deal with the Administrative Authority in all matters concerning the administration of this Agreement. The Administrative Authority shall establish a contact list for the Concessionaire to use in resolving issues. All formal meetings between the Concessionaire and Administrative Authority shall be held at a location mutually agreed upon. Any Administrative Authority meeting at which this contract is discussed shall have appropriate minutes kept, and the Concessionaire shall be given prompt written notice of any difficulties reported to or encountered by the Administrative Authority relative to the Concessionaire's operation of this rodeo concession, and shall be afforded a timely opportunity to be heard relative to any such difficulties. If disagreements between the Concessionaire and the Administrative Authority cannot be resolved after good faith efforts at negotiation between the parties, only then may the parties present their disagreement to the Town Council for final determination.

7. CONCESSIONAIRE RESPONSIBILITIES

a. RESPONSIBLE PARTY

On or before the effective date of this Agreement, the Concessionaire shall provide the address and telephone number of and designate in writing one (1) responsible person with whom the Town or its agents may deal for purposes of performance and administration of this Agreement.

b. PREMISES AND PROPERTY

i. Security, Cleaning and Damages Deposit

A Security, Cleaning and Damage deposit in the amount of Two Thousand Dollars (\$2000.00) has been paid to the Administrative Authority by the Concessionaire. This deposit will be held for the term of the Agreement and the remaining balance, if any, returned to the Concessionaire at the end of the Agreement term. If charges against the deposit exceed Two

Thousand Dollars (\$2000.00), the Concessionaire will be billed for the overage and a replacement Two Thousand Dollar (\$2000.00) deposit must be paid. Concessionaire must receive prior written authorization from the Administrative Authority for outside cleaning services if payment for such services is expected from the Administrative Authority. Administrative Authority shall give Concessionaire an accounting of the use of any part of the deposit.

ii. **Condition/ Inspection**

Possession of premises and property. The taking of possession of the property described in Exhibit "A" (T-60B map and narrative legal description) to the Concession Agreement hereinafter referred to as the concession premises, by the Concessionaire, after completion of a checklist in the form attached hereto as Exhibit "C", shall constitute acknowledgement that such premises are in good condition, except as noted in writing by Concessionaire at the time of taking possession. Such written exceptions shall be attached to Exhibit "C." Exhibit "C" is a checklist of the items in the Heritage Arena and Rodeo Arena. The Concessionaire shall accept the concession in their presently existing condition, and the Town shall not be required to make any alteration thereto.

Annual joint inspection. Agents of the Town, Concessionaire, and Administrative Authority to this Agreement shall conduct a joint inspection of the concession premises and property immediately prior to and following the period of use each year throughout the term of this Agreement for the purpose of ascertaining responsibility for any damage and required repairs.

iii. **REPAIR AND MAINTENANCE OF PREMISES, PROPERTY**

The Concessionaire shall be responsible for the maintenance of all of the bleachers, bathroom, arena, fence around the arena and chutes at its own

expense. The Town shall be responsible for the replacement of arena lights, but the Concessionaire shall be responsible for such replacements as might arise from its or its employees' negligence. The Concessionaire shall maintain the concession premises during the period of use in good order and repair at its own expense, provided that the Administrative Authority shall be responsible for other than routine maintenance of the bleachers and restrooms, and for vandalism damage to the bleachers, restrooms and area lights prior to or after the exclusive use period. The Concessionaire shall be responsible for watering and conditioning the outdoor and indoor arenas for their own Rodeo Events. The Concessionaire shall make minor repairs to these facilities as may be necessary from time to time throughout the term of this Agreement. Prior written notification shall be provided to the Administrative Authority for these minor repairs, except in emergency situations. The Concessionaire shall not be held responsible for maintaining said facilities during those periods from 2 days after Labor Day through April 30th of each year when the concession is not being used by the Concessionaire, or during periods of use by other entities.

If the Concessionaire neglects or refuses to keep the premises in good order and repair, the Administrative Authority shall have the right to perform such routine maintenance and repairs for the account of the Concessionaire and the Concessionaire shall promptly reimburse the Administrative Authority for the cost thereof, providing the Administrative Authority shall first give the Concessionaire five (5) working days written notice of its intention to perform such maintenance and repairs for the account of the Concessionaire to enable the Concessionaire to perform such maintenance and repairs at its own expense.

iv. **CLEANLINESS**

Prior to exclusive use being provided to the Concessionaire and prior to exclusive use being turned back to the Administrative Authority, all areas of use shall be inspected pursuant to the checklist shown in Exhibit "C." Should the inspection not pass, either party shall notify the other party in writing of the unsatisfactory conditions, and the party receiving the notification shall have four (4) hours from delivery of notice to remedy the unsatisfactory conditions, unless mutually agreed upon. In the event unsatisfactory conditions are not remedied within four (4) hours, the Concessionaire will clean the area and shall submit a reasonable invoice to the Administrative Authority for reimbursement or the Administrative Authority will clean the area and shall reduce the amount of the cleaning deposit by an appropriate amount. The Concessionaire shall use all best efforts to clean the Rodeo Grounds, including but not limited to the Heritage Arena, grandstands, restrooms, and parking areas, not later than 9:00 a.m. the day following a Rodeo Event, but in no event later than twelve (12) hours after each Rodeo Event. The Concessionaire shall clean, including but not limited to the following: trash to be picked up and thrown in fairgrounds dumpsters; trash pickup includes the Rodeo Arena and bleachers; Heritage Arena; chute areas; stock pens; roping boxes; alleyways; and Rodeo Arena restrooms; all manure from the Heritage Arena tie up mats shall be picked up and placed in the manure dump; all wheelbarrows shall be dumped in the manure dump and returned empty to the barn. The Administrative Authority will be responsible for cleaning all parking areas, stalls, and the Grassy Arena. The Concessionaire understands that the grounds and facilities will be made available to the public at 8:00 a.m. on the days following a Rodeo; both parties agree that this shall not impact the Concessionaire's ability to clean between 8:00 a.m. and 9:00 a.m. The Concessionaire shall at all times during its period

of use of the premises, maintain the premises in a clean and sanitary condition and in the furtherance thereof, shall store all trash in containers provided for that purpose and shall be responsible for providing and/or paying for the removal of all accumulated trash from the concession premises after each Rodeo Event.

The Concessionaire shall at all times during its period of use of the premises be required to provide recycling bins and/or containers on the premises for cans, plastic, cardboard and any materials accepted by the Recycling Center, and to remove such accumulated recycling products from the concession premises after each Rodeo Event.

v. USE AND HOURS OF OPERATION

The Concessionaire may operate a rodeo on the concession premises during its period of use as set forth in paragraph 3 herein, but stock shall be moved into the area not earlier than 12:00 p.m. and the rodeo shall end not later than 10:30 p.m. with the arena lights out by 11:00 p.m. and stock removed as soon as possible. Stock brought on to the premises shall be supervised at all times. Upon application to the Concessionaire, different hours may be agreed upon and shall not be unreasonably withheld.

vi. CAMPING/STABLING

The Concessionaire shall have the authority to permit any contestant to utilize the Rodeo Grounds for the stabling of animals or for camping on Rodeo Event nights, as per the permit process established by the Administrative Authority. Both camping and stabling of animals shall be subject to a fee set by the Administrative Authority, to be collected by the Concessionaire and remitted to the Administrative Authority.

vii. SOUND SYSTEM

The loud speaker public address sound system utilized for rodeos and other events shall be provided by and shall be under the sole exclusive control for all purposes of the Administrative Authority, and neither the equipment nor the control level shall be tampered with, altered or in any way revised or interfered with by the Concessionaire or any of its agents or employees, provided that this paragraph shall not be construed to prohibit minor adjustments not exceeding reasonable fixed limits, necessitated by mechanical or other problems. The Administrative Authority shall install, maintain and operate a volume measuring device during each Rodeo Event at three (3) separate fixed locations bordering the Fair Grounds. The sound shall be measured at a distance of at least twenty-five (25) feet from the site boundary line of the Rodeo Arena and shall not exceed eighty (80) decibels for a single period. This measurement shall be recorded and the results made available to the Concessionaire, and to the Town upon request.

viii.FIRST AID/EMT

The Concessionaire shall maintain on the premises at all times during the performance of rodeos, first aid equipment as recommended by the Teton County E.M.T. organization. In addition, the Concessionaire shall at all such times have immediately available to it a means of communicating with the Teton County Sheriff's dispatch office for the purpose of summoning ambulances or medical or law enforcement assistance via radio or telephone. For each rodeo performance, the Concessionaire shall be responsible for assuring that there is a trained emergency medical technician on the premises for the purpose of rendering aid to or assisting the rodeo contestants and other participants or spectators as the case may be.

ix. UTILITIES

The Concessionaire shall pay for delinquency of all charges for utility services incurred by it with respect to the operation of the concession herein granted.

x. APPROVAL FOR ALTERATIONS

No alterations or additions of any character shall be made on or to the concession premises by the Concessionaire without first notifying the Administrative Authority and obtaining the written consent of the Town. The arena fences shall not be removed for the winter without the consent of the Administrative Authority and the Town. If alterations or additions are made, they shall be made at the sole expense of the Concessionaire, which shall agree to hold the Town and the Administrative Authority harmless therefore and such alterations shall be to the specifications of the Town and the Administrative Authority.

xi. RIGHT OF ACCESS

The Administrative Authority of the Rodeo Grounds and Town personnel shall have access to the concession premises and each part thereof, for the purpose of inspecting the same and making repairs on the concession premises. The Concessionaire shall have the right at all times to traverse Town property to get to and from the concession premises in order to keep the concession premises open during the regularly scheduled hours of operation, subject to reasonable rules and regulations approved by the Administrative Authority and/or Lessee with regard to the moving of livestock.

xii. PARTIAL DESTRUCTION

If at any time during the term of this Agreement the concession premises are damaged by fire, act of nature or other cause beyond the control of the Concessionaire to the extent that continued use of the concession premises is unfeasible, the Concessionaire may, on written notice to the Town delivered within fifteen (15) days after the damage has

occurred, terminate this Agreement without any liability of the Concessionaire to the Administrative Authority, except for the payment of concession fees accrued to the date of such termination. If the Concessionaire does not elect to terminate this Agreement, the Town shall, with due diligence, restore the concession premises to operative condition, but the Town shall not be obliged under this provision to expend on such restoration more than the proceeds of any insurance received by it on account of such damage. The Town shall not be responsible for any profits lost by the Concessionaire due to the partial destruction of concession premises.

xiii.SIGNS

The Concessionaire shall not erect any sign on the concession premises or in the vicinity thereof without obtaining advance written approval of the Town under then existing regulations. Signs shall be allowed inside the Rodeo arena subject to approval by the Administrative Authority of size, location and design and approval will not be unreasonably withheld.

c. ATTENDANCE

An accurate account of attendance at each rodeo performance will be kept by the Concessionaire, and will be part of the operating report turned into the Town each month, which shall include but not be limited to accurate counts of the number of paying spectators and complimentary tickets. It is the responsibility of the Concessionaire to assure all attendees are counted.

d. STOCK AND SURCHARGES

Stock charges, entrance fees, participant fees, membership fees, any other fees for the upcoming season along with the procedure used to determine those fees shall be provided to the Town of Jackson by the Concessionaire not later than May 1 of the rodeo year.

e. PAYOUTS AND SLACK COMPETITION

The Concessionaire agrees to use the Professional Rodeo Cowboys Association ("PRCA") rules as a guideline for paybacks, and agrees that the formula for paybacks, with the

number of entries, number of places paid and percentage or purse split per place, shall be provided to the Town and the Administrative Authority prior to the first rodeo, shall be posted in a conspicuous place visible to all contestants throughout the rodeo season as well as posted on the Concessionaire's official website. One formula per event shall be used throughout the entire season. The same formula may be used for multiple events.

The Rodeo Events shall include, but not be limited to the following: Pee Wee Barrel Racing; Junior, Open and Novice or 4D Barrel Racing;; a numbered Team Roping to include novice and open; Bareback Riding; Saddle Bronc Riding; Bull Riding; and an event for children in the audience to participate in unless unsafe conditions exist or a lack of entries exists. The Rodeo Events may also include Tie Down roping and Breakaway Roping. The aforementioned events may be changed with the Town Council's approval. The rough stock events must have the appropriate amount of pick-up men and bull fighters to provide adequate safety for the participants. For timed events, the number of entries shall be limited to the time allotted for these events. Entries that cannot be accommodated during the evening performance will be run prior to each evening performance in "slack competition". The Concessionaire is encouraged to add new events, at its discretion, especially events that encourage participation by young cowboys and cowgirls (ie. mutton bustin', calf riding, steer riding and miniature bull riding

The Concessionaire shall have the lights on at the Heritage Arena for slack warm-up throughout the rodeo performance and shall be provided use of the Heritage Arena at 4:00 P.M. each day of a Rodeo Event. The remainder of the Rodeo Arena premises will be available to the Concessionaire at noon on the day of Rodeo Events.

f. FOOD AND BEVERAGE CONCESSION

i. Rodeo Events. The Concessionaire shall be responsible for providing any food or beverages which are served to the public during Rodeo Events. The Concessionaire may sublet food service operations without the written consent of

the Council with the understanding that all proceeds are still included in the definition of gross receipts whether subleased or not.

Exclusive Use of food and beverage facility. During the Rodeo Season, the Concessionaire shall have exclusive use of the food and beverage facilities on the Rodeo Grounds. The Administrative Authority agrees to provide sufficient, convenient, secure and mutually agreeable space so the Concessionaire or Sub-lessee can easily store and retrieve any food, beverage, supplies, utensils and equipment, which are the property of the Concessionaire or Sub-Lessee.

iv. Proceeds. Proceeds from the food and beverage concession for Rodeo Events shall be included in the calculation of gross proceeds for the payment to the Town of Jackson.

v. Maintenance of equipment. The Concessionaire shall maintain all equipment in good working condition at all times, at its own expense, for the operation of the food and beverage concession. The Concessionaire shall be responsible for replacing, with the exception of reasonable wear and tear and vandalism, any equipment of the Town, Administrative Authority and/or Lessee that becomes missing, damaged beyond repair, or too unsanitary to use, due to the acts of the Concessionaire or its guests or business invitees and the Concessionaire shall replace all equipment that it is required to provide under the terms of this Agreement, if it becomes unfit for use. The foregoing requirements apply to the food and beverage concession property during the Rodeo Season.

g. LICENSES AND PERMITS

The Concessionaire shall pay for all permits and licenses that may be required for the operation of the concession.

h. PAYMENT OF BILLS

The Concessionaire shall promptly pay all debts incurred by it for the purchase of goods or services used in the operation of the concession. The Concessionaire shall indemnify and hold the Town harmless from the payment of such debts.

i. TAXES

The Concessionaire shall pay all taxes on personal property belonging to the Concessionaire located on the concession premises, and the Concessionaire shall pay all sales and other taxes levied against the operation of the business.

j. LIABILITY INSURANCE

Throughout the term of this Agreement, the Concessionaire shall maintain insurance for bodily injury, death or property damage by reason of the operations conducted by the Concessionaire on the concession premises, with minimum liability limits of \$500,000.00 for bodily injury or death of any one person and \$1,000,000.00 for bodily injury or death of two (2) or more persons in any one accident or event, and in the minimum amount of \$50,000.00 for damage to property resulting from any one accident, naming the Administrative Authority and the Town as additional insured's. The Town and the Administrative Authority shall also be held harmless as part of the insurance coverage. The Concessionaire shall have twenty (20) days from the effective date of this Agreement to provide a binding written commitment for the issuance of required insurance policies, subject only to premium payment.

Insurance policies referred to herein, shall be placed with an insurance company or companies approved by the Town. However, Concessionaire's choice of insurance agent or company shall not be unreasonably withheld. Copies of the said insurance policies and all certificates thereof shall be furnished by the Concessionaire effective as of the date of this Agreement, and under no circumstances less than ten (10) days prior to the event(s) for which proof of coverage is being provided, to both the Town and the Administrative Authority. All policies shall require notification to the Town not less than ten (10) days prior to any cancellation. All policies shall be for the entire Rodeo Season and renewed each year, or shall be for the entire term, and not on a per event basis.

k. COMPLIANCE WITH STATE AND LOCAL LAWS

The Concessionaire shall comply with applicable state and local laws governing the operation of the concession premises. Violation of such state laws or ordinances of the Town of Jackson, Wyoming may be considered just cause for termination of this Agreement.

I. REFLECTION.

Should the Concessionaire choose to wish the contestants of the rodeo safety and success and/or conduct a reflection at the beginning of each public rodeo, it shall be a general reflection that does not endorse any religion. It shall be considered breach of this paragraph if attendees of the public rodeos are subjected to proselytizing.

8. RIGHTS OF USE FOR OTHERS

a. **Teton County Fair.** Anything else contained to the contrary herein notwithstanding, in conformance with paragraph 3 herein, the Town and/or the Administrative Authority shall notify the Concessionaire of the dates scheduled for the Teton County Fair to be held on the concession premises. The schedule period ("Fair Week") shall not exceed eight (8) consecutive calendar days in length, (Sunday through Sunday), unless otherwise approved by the Town Council. The Concessionaire agrees to allow the Fair Board to make use of all of the premises with the exception of the concession stands, kitchen, and ticket booth storage rooms for the purpose of conducting the Teton County Fair, with the understanding that said Fair Board shall return the concession premises to the Concessionaire in the same or better condition which the premises were in when the concession premises were made available to the said Fair Board; a walk through shall be conducted both before and after the Teton County Fair by representatives of the Fair Board, the Administrative Authority, and the Concessionaire in order to document the condition of the premises.

i. On the Saturday prior to Fair Week, due to a Fair related event, the Rodeo Concessionaire shall not have access to the Rodeo Arena until 5:00 PM. Additionally on this day, the Concessionaire may not bring in stock until 4:00 PM.

- ii. Rodeo Concessionaire is responsible for taking down all of its signage within the black fence on Saturday night prior to Fair Week, including ticket sales, wayfinding, beer sales, sponsor banners, rough stock chute banners, etc.
- iii. Rodeo Concessionaire is responsible for taking down all tents and removing the following from the fairgrounds prior to 10:00 AM on the first Monday of Fair Week: tents; mechanical bull; equipment such as tractor, drags, water truck, attachments, etc.; and enclosed trailers.
- iv. Rodeo Concessionaire is responsible for moving other items as requested by the Fair Board prior to and during the Fair.

b. Jackson Hole Non Profit Rodeo. In addition to the use for the Teton County Fair as set forth in subparagraph A above, a local non-profit sponsored Rodeo shall, with the consent of the Town Council, be held for a number of days as yet to be determined during the term hereof. It is the intent of the Town Council in approving the locally sponsored non profit Rodeo to have it scheduled in the last two weeks of August or in the month of September. If this is impossible, impracticable or otherwise not prudent in the sole discretion of the Town Council, the dates chosen for the non profit Rodeo shall have priority over those otherwise afforded to the Concessionaire under this Agreement. The concession premises shall be returned to the Concessionaire at the end of the scheduled period in the same or better condition in which the premises were in when the concession premises were made available for the nonprofit Rodeo.

c. Non-Regular Rodeos. Notwithstanding the provisions of subparagraphs A and B above, the Concessionaire shall be entitled to produce a rodeo on dates during the term of this Agreement other than those that the facilities are used by third parties as set forth above and upon approval by the Administrative Authority and the Town Council, such approval not to be unreasonably withheld. The Administrative Authority or Lessee shall have the authority to charge a fee for the additional non-regular rodeo, and any requests for non-regular additional rodeos will require Town Council approval.

9. **BREACH/ BANKRUPTCY**

a. **Each Term Material**. Each term of this Agreement is material and the breach by the Concessionaire of any of the terms herein contained shall be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by the Town.

b. **Bankruptcy**. The filing by the Concessionaire of a voluntary petition in bankruptcy or the making of an assignment for the benefit of creditors, or consenting by the Concessionaire to the appointment of a receiver or trustee of all or part of its property, or the filing by the Concessionaire of a petition or answer seeking reorganization under the National Bankruptcy Act or any other applicable law, or the filing by the Concessionaire of petition to take advantage of any insolvency act shall constitute a breach of this Agreement by the Concessionaire. On the occurrence of any such event, the Town may terminate this Agreement by giving the concessionaire ten (10) days written notice of termination.

10. **WAIVER OF BREACH**

The waiver by either party of any breach contained in this Agreement shall not be deemed a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of a concession fee payment by the Town, or the payment of same by the Concessionaire, shall not be deemed to be a waiver of any prior occurring breach by the other party of any term contained herein regardless of knowledge of said party of such prior existing breach at the time of the acceptance of or payment of such concession fee payment.

11. **RENEWAL/ EXTENSION OF AGREEMENT**

Provided that Concessionaire is not in default in any manner with respect to the terms and conditions of this Agreement, the Concessionaire may, on or before the 1st day of August of the final year of the term, give notice, by certified mail, of its desire to continue for another term as the Rodeo Concessionaire.

Having received this notice, the Town Council shall, on or before the 30th day of September, inform the Concessionaire if it will re-negotiate with the Concessionaire for another term, or if it will be putting Rodeo Concession out for bid. If the Town decides to renegotiate with Concessionaire, the new agreement shall be finalized and approved not later than October 31. In the event the Town and the Concessionaire cannot come to an agreement by said date, the Town reserves the right to put the Rodeo Concession out for bid, in which case the Concessionaire will have no special rights over and above other bidders.

12. TERMINATION BY TOWN

If in the judgment of the Town the manner of operation of the concession or the quality of services does not meet the requirements of this Agreement, or if the Concessionaire is in default of any of the terms of this Agreement, the Town shall give the Concessionaire written notice specifying the particulars of the unsatisfactory performance or default. Unless otherwise stated within this Agreement, if the Concessionaire fails or refuses to remedy such unsatisfactory performance within fifteen (15) days after the giving of notice, the Town may terminate this Agreement. The Administrative Authority may recommend termination of this agreement to the Town by providing written notice specifying the areas of concern.

13. CONCESSION PREMISES ON TERMINATION

Upon the termination of this Agreement for any reason, the Town shall have full authority to re-enter and to take full possession of the concession premises without the necessity of obtaining any legal process. The Concessionaire stipulates and agrees that the Town shall not be liable for prosecution or for damages for resuming possession of the concession premises upon termination of this Agreement.

14. INDEMNIFICATION

The Concessionaire shall hold the Town, its agents and employees, and the Board, harmless from and shall defend and indemnify the Town and the Board from and against any and all liability for injuries to or deaths of persons or damage to property arising from the

Concessionaire's activities and obligations or responsibilities arising under this Agreement. Each party shall give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects either party, and both parties shall have the right to participate in the defense of such claim to the extent of its interest.

15. NOT CONTRACT OF EMPLOYMENT

This Agreement is not a contract of employment. No relationship of employer and employee exists between the Town and the Concessionaire. The Concessionaire shall at all times be deemed to be an independent contractor. The Concessionaire is not authorized to bind the Town to any agreements or obligations. The Town shall not be liable for any acts of the Concessionaire, its employees or its agents in performing its duties prescribed herein. No portion of the concession premises is being leased to the Concessionaire; the Concessionaire is a licensee and not a lessee of the concession premises, and the right of the Concessionaire to occupy the concession premises and to operate the concession granted by this Agreement shall continue only so long as all of the terms of this Agreement are strictly and promptly complied with by the Concessionaire.

16. MISCELLANEOUS

a. **HEADINGS AND SUBHEADINGS.** The headings and subheadings used in this Agreement are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

b. **APPLICABLE LAW.** This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Wyoming. The parties hereby submit themselves to the jurisdiction of the District Court of Teton County, Wyoming, Ninth Judicial District, for any dispute arising out of this Agreement.

c. **REPRESENTATIONS AND WARRANTIES.** Each party hereto represents and warrants that it has the right, power and authority to enter into, and perform their respective obligations under this Agreement. The execution and delivery of this Agreement by each party has been duly authorized by the respective authorized individual.

d. **ASSIGNMENT OR SUBLETTING.** The Concessionaire may not assign any right, privilege or license conferred by this Agreement, nor may it sublet or encumber any portion of the concession premises without first obtaining the written consent of the Town unless otherwise provided herein. A copy of any sub-lease agreement consented to shall be provided to the Town.

e. **TIME OF THE ESSENCE.** Time is of the essence in this Agreement.

f. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties. Any modification of the terms hereof must be made in writing and must be executed with the same formalities as this Agreement.

g. **NOTICES.** All notices required to be given by this Agreement shall be sent by certified mail or delivered personally, shall be deemed given when mailed or delivered personally, and if mailed shall be addressed to the parties as follows:

1. Town of Jackson, Wyoming, P.O. Box 1687,
Jackson, Wyoming 83001.
2. Concessionaire: WW Productions, LLC, Phil Wilson, 7895
Cowboy Way, Jackson, WY 83001.
3. Administrative Authority, P.O. Box 3075,
Jackson, Wyoming 83001.

h. **EXECUTION.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

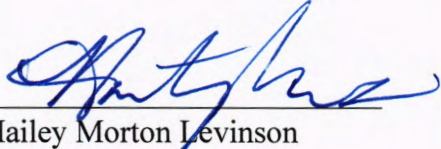
i. **SOVEREIGN IMMUNITY.** The Town does not waive its sovereign immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

j. **THIRD PARTY BENEFICIARY.** The parties do not intend to create in any other individual or entity the status of third party contract beneficiary, and this Agreement shall not be construed so as to create such status.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below,
but to be effective on the year and date first above written.

DATED this 4th day of October, 2021.

TOWN OF JACKSON, WYOMING


Hailey Morton Levinson
Mayor

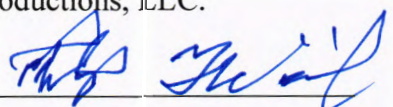
ATTEST:


Lynsey Lenamond
Town Clerk



CONCESSIONAIRE

WW Productions, LLC.

By: 

Its: member

FOR RODEO EVENTS HELD DURING THE MONTH AND YEAR OF :

[illegible]

Walk Through Checklist

Condition: 1-New/Good, 2-Fair, 3-Poor, 4-Broken

AREA	CONDITION				COMMENTS
Arena	1	2	3	4	
Arena Fences and Gates	1	2	3	4	
Beer Booth	1	2	3	4	
Bleachers and Grandstands	1	2	3	4	
Bucking Chutes	1	2	3	4	
Catch Pen Fences and Gates	1	2	3	4	
Concession Stand -					
2 Coolers (Upright)					
1 Freezer					
1 Grill					
1 Ice Chest					
2 Refrigerators					
1 Stove					
5 Tables (Steel) (4 Lg. and 1 Sm.)					
4 Tables (Wood)					
Crow's Nest	1	2	3	4	
Grandstand Bathrooms	1	2	3	4	
Grounds Perimeter Fences and Gates	1	2	3	4	
Heritage Arena	1	2	3	4	
Holding Pen Fences and Gates	1	2	3	4	
Holding Pens behind Crow's Nest	1	2	3	4	
Parking Lot	1	2	3	4	
Platform/Deck beneath Crow's Nest	1	2	3	4	
Roping Chutes	1	2	3	4	
Sound System Speakers	1	2	3	4	
Stripping Chute	1	2	3	4	
Ticket Booths	1	2	3	4	

Meter Reading -

Fair Board Rep: _____ Rodeo Rep: _____

Date: _____

Date: _____

STAFF REPORT



Meeting Date:	March 18, 2024	Meeting Title:	Regular Meeting
Submitting Department:	Communications & Strategic Initiatives	Presenter:	Susan Scarlata
Agenda Item	Equity Task Force Resolution Updates	Public Comment:	Yes

Purpose & Policy Considerations.

One of Town Council's priorities set in January of 2021 was the creation of an Equity Task Force (ETF) to help develop a more equitable, inclusive, and diverse local government and a more livable community overall. At its Workshop on January 22, 2024, Council directed staff to revise the Equity Task Force resolution to renew the Task Force with refinements and to bring back the related resolution for Council consideration.

Requested Action.

Staff requests that Council read the attached Resolution Establishing an Equity Task Force, consider the additions to improve accountability and integration with the organization, and discuss and vote on questions listed below related to the appointment process for the next Task Force.

Recommendations.

Staff recommends that Council approve the updated Resolution Establishing an Equity Task Force with any further direction provided by Council and approve a blind appointment process for selecting members.

Background.

Council moved to establish an Equity Task Force in August of 2021. Staff put out a community-wide call for applications in December of 2021 and received 37 applications. Application materials contained the following overview. "The Town is launching an Equity Task Force to advise the Town on equity and inclusion strategies, strengthen connections among the many segments of the community, and make recommendations to the Town and Town Council on priorities, policies, and solutions to help bring a wider variety of voices and perspectives into conversations to, ultimately, inform decision-making." Council interviewed and appointed nine Task Force members in February of 2022 and staff began facilitating monthly Equity Task Force meetings in April of 2022.

At monthly meetings Equity Task Force members established working agreements, considered various local reports and research to gather foundational knowledge about issues related to equity in our community, worked in committees, drafted and refined proposals, and read and had discussions about local and national issues and topics related to equity and inclusion. Over twenty-two months of meeting, the Equity Task Force has accomplished and learned a lot and understands more than ever that working on equity and inclusion is complex and multifaceted.

At its Workshop on January 22, the Task Force recommended this body continue with a revised Resolution and refinements that enhance structure and accountability and bring a new Resolution before Council to consider.

Analysis & Key Policy Questions.

The Task Force is grateful for Town Council's initial investment in the ETF and for its allowance for the first group to "build it as they have flown." Now, the ETF recognizes it is time to harness the strengths and assets that already exist in the Town organization and continue to build from there. Through its recommendation to continue, the Task Force suggests co-creating solutions and strategies that align with goals and helping establish a "why" for this work at the Town of Jackson. Since the Equity Task Force began meeting, they have had regular discussion about requesting this entity be renewed as work on inclusion and equity are not short-term endeavors that can be accomplished in two years.

The Equity Task Force recommends that Town Council renew the Task Force with a refined Resolution that includes the following.

- Continued two-year terms with understanding shorter appointments may be made initially to stagger terms.
- Greater accountability for members with clearer requirements and structure.
- Continued payments for attendance and participation.
- Deeper integration of its work with the organization.
- Continuation with 9 Task Force members.

Continuing the Task Force, members will be able to support and help see through recommendations already made, make additional recommendations, do further work to better understand the organization and community and related equity and inclusion issues, and provide steadiness and continuity for this work in our community. Staff also supports continuing the Equity Task Force and has articulated ideas that hone the resolution and related processes and systems. Staff supports building in more integration between the Task Force and the Town organization, recommends keeping a 9-member Task Force and having groups of three rotate through the following quarterly assignments.

- Participation in community engagement sessions, attendance at other Commissions and/or Task Force meetings, sharing of input/perspective when applicable, and reporting back to Task Force about learnings and takeaways.
- Attend Town Council meetings, make Public Comment when/if applicable, and report back to Task Force about learnings and takeaways.
- Work on the next Inclusion Survey and other related projects in the community.

Resolution: Below are some highlights of various details in the attached resolution.

Duration. The Task Force shall commence no later than July 1, 2024, and continue until such time as it is dissolved pursuant to the terms of this Resolution.

Mission Statement. The mission of the Task Force is to advise the Town and help educate the community on equity and inclusion strategies, foster connections among the many segments of the community, and make recommendations to the Town and Town Council about priorities, policies, and solutions to help bring a wider variety of voices and perspectives into conversations to inform decision-making.

Membership. The Task Force shall consist of no more than nine members, all of whom shall be qualified electors of Teton County, Wyoming. All members shall be appointed by majority vote of the Jackson Town Council, and any vacancies, whether created by removal, resignation, or otherwise shall be filled by the same. Task Force members serve voluntarily, have no right to continued service, and may be removed without notice and without cause. To establish staggered terms, initial members shall be divided into two groups, a group of four members and a group of five members. The group of four members shall serve an initial one-year term. The group of five members shall serve an initial three-year term. All subsequent terms for all members after initial appointments shall be two years.

Member Responsibilities. The Task Force will report to the Town Council and Town staff. During their term Task Force members shall:

- a. Attend and actively participate in every meeting of the Task Force.
- b. Attend additional Task Force meetings and Town, County, and other government-related meetings as assigned by Town Staff.
- c. Track hours spent serving on the Task Force and provide documentation as requested by Town Staff.
- d. Work on initiatives and tasks and provide timely work product as assigned by Town Staff.

- e. Prepare for, read supporting materials, and be familiar with agenda items prior to meetings.
- f. Serve with integrity and inspire public confidence in Town government.
- g. Be cognizant of conflicts of interest and seek advice when appropriate.

Funding. The Town Council may consider funding for the Task Force pursuant to, and as part of, the annual budget process.

Meetings. Meetings of the Task Force shall be open to the public and shall be conducted in accordance with Wyo. Stat. Ann. §§ 16-4-401 *et seq.* Regular meetings of the Task Force shall be held at least monthly at a place designated by Town Staff. A majority of Task Force members may call special or emergency meetings.

Meeting Attendance. Members are required to regularly attend all Task Force meetings. In the event that a Task Force member must be unavoidably absent, they shall notify Town Staff as soon as possible prior to the meeting. After a member has been absent from 25% of the regular meetings during a calendar year, Town staff may submit a written request to the Town Council for a replacement to fill the unexpired term of the member. Members may virtually participate, vote, and be counted for purposes of the quorum for no more than two meetings in a one-year period, without the approval of Town staff. Members must notify staff if they will not attend or plan to attend virtually at least one week in advance of meetings. The ability for a member to virtually participate, vote, and be counted in the quorum of the Task Force beyond the two occurrences in the one-year period shall be allowed only with the approval of Town Staff for each meeting where such a request is made.

Compensation. If appropriated in the annual budget, members of the Task Force are eligible for a stipend if they attend at least 75% of regular meetings over a six-month period (January – June; July – December), perform the responsibilities; and opt-in to receive a stipend. Stipends will be distributed every six months for the prior period, in July and January respectively.

Key Question #1: Does Council want to adopt the Resolution Establishing an Equity Task Force attached here?

Application and Appointment Process: Staff recommends opening an application period for one month shortly after this resolution is approved. Staff also recommends utilizing the Delphi Method again for the appointment process and either incorporating input from one or two Task Force members who will not be reapplying and/or reviewing applications “blindly.”

A blind application process would remove names and other identifying information from applications to reduce biases and even the playing field. A fully blind appointment process would eliminate the interview process and utilize a rubric for ranking applicants without knowing names or other identifying information. In addition, or instead, Task Force members who have decided not to reapply could review applications and provide input and perspective to Town Council, if desired.

Whatever structure Council decides to utilize, applicants will fill out forms answering the following questions.

1. What is your perspective on equity and inclusion in our community?
2. What interests you in continuing to serve on or becoming a part of the Equity Task Force?
3. What do you hope the Equity Task Force can achieve?
4. What strategies do you use when engaging in challenging conversations?
5. What perspectives do you have that can help you advise the Town on equity and inclusion strategies, strengthen connections among different segments of the community, and/or make recommendations to Town Council?

6. Are you aware this is a recommending body without final decision-making power? If you are appointed or reappointed, how do you see that affecting you, if at all?

Utilizing the applications people fill out, the appointment process will employ a rubric to assess them and a blind Delphi Method to work toward mutual agreement by conducting a series of selection rounds until consensus is reached. Staff believes this is a valuable way for Town Council to engage in a systematic consensus-building approach to appoint Task Force members. The process outlined below will narrow down the applicant list and identify applicants for whom consensus is reached. For this process, each Town Councilmember and/or outgoing ETF members will review applications, make a list of the nine applicants that rise to the top for them, and share them with staff via email. Once staff has responses, we will rank the list of candidates by the number of times each was included to determine the most frequently selected candidates. Applicants selected with some frequency will be compiled in a new list for redistribution and a second selection round by Councilmembers will be undertaken. If needed, Council may undertake several rounds of listing applicants. After each round, responses will be aggregated anonymously and shared with Council. Again, if needed, Councilmembers will be able to adjust their choices in subsequent rounds, based on how they interpret the "group response" that has been provided in previous rounds. Through as many rounds as needed the Delphi method will, eventually, help reach consensus about Task Force appointees.

Key Question #2: Does Council want to utilize a blind review process to appoint Equity Task Force members?

Key Questions #3: Does Council want to invite outgoing Task Force members to assist in assessing applicants?

Proposed Schedule

March 27 – April 26 | Open application period

May 8 | Applications distributed with identifying information redacted and applicants identified by number only.

May 10 | Top nine Equity Task Force applicant lists due to staff by 5:00pm delivered via email by each Councilmember and/or outgoing Task Force members.

May 13 | Staff shares results and informs Councilmembers if another selection round will be needed, with an additional selection round conducted, if necessary.

May 14 | Staff shares results and informs Councilmembers if another selection round will be needed, with an additional selection round conducted, if necessary.

May 20 Council Meeting | Town Council appoints nine Equity Task Force members.

June 2024 | First meeting of newly appointed Equity Task Force

Fiscal Impact.

Continuing the Equity Task Force would include funding for stipends of \$450 monthly for 9 members for two-year terms, so \$48,600 in two fiscal years. There are also costs associated with working with an equity and inclusion consultant, which Council approved in January to use funds in the line-item for professional services in the FY24 Community Development budget and staff has proposed for FY25 as well.

Staff Impact.

The Communications and Strategic Initiatives Department utilizes staff capacity to steward the Equity Task Force. As one of this department's goals is to shrink the distance between the people impacted by decisions and those making them, the Equity Task Force is a suitable and effective use of staff time and resources, as this endeavor helps bring a wider variety of voices and perspectives into conversations to, ultimately, inform decision-making. For calendar year 2023 and the start of 2024, the lead staff member stewarding this initiative spent an approximate total of 125 hours to facilitate and steward this Task Force. The Town Manager and Public Information Officer also attend some meetings and provide support and perspective to the Task Force, spending approximately 20 hours annually each. Staff anticipates staff time will be similar going forward with twenty additional hours to manage the application process.

Attachments or Links.

- Resolution Establishing an Equity Task Force

Suggested Motions.

1. I move to adopt the attached Resolution Establishing an Equity Task Force with edits provided in today's meeting and any minor changes by staff.
2. I move to direct staff to organize a blind application process for the Equity Task Force and to include two Task Force members who are rolling off to help assess applicants, if possible.

RESOLUTION 24-03

A RESOLUTION ESTABLISHING THE EQUITY TASK FORCE

WHEREAS, pursuant to Wyo. Stat. Ann. § 15-1-103(a)(xli), the Town of Jackson has the authority to adopt resolutions necessary for the health, safety, and welfare of the Town necessary to give effect to the powers conferred by Title 15 of the Wyoming state statutes; and

WHEREAS, the United States Department of Health and Human Services finds that social determinants of health have a major impact on people's health, well-being, and quality of life, including examples such as safe housing, transportation, and neighborhoods; racism, discrimination, and violence; and education, job opportunities, and income; and

WHEREAS, the Town of Jackson finds that all its residents benefit from equitable access to opportunities and resources necessary to thrive and succeed and should live in an environment where everyone feels safe, respected, and valued; and

WHEREAS, the Jackson Town Council established a goal in 2021 of creating a body to foster a more equitable, inclusive, and diverse local government and a more livable community;

WHEREAS, Resolution 22-05 established the Equity Task Force in 2022 with a term of two years and the Jackson Town Council finds it beneficial and necessary to continue the Task Force indefinitely to provide recommendations to the Town Council regarding how to increase and bolster equity in the community; and

WHEREAS, the Jackson Town Council adopts this Resolution No. 24-03, repealing and replacing Resolution 22-05 Establishing the Equity Task Force.

NOW THEREFORE, BE IT RESOLVED that the Jackson Town Council hereby establishes the Town of Jackson Equity Task Force with the following parameters:

1. Duration. The Task Force shall commence no later than July 1, 2024 and continue until such time as it is dissolved pursuant to the terms of this Resolution.
2. Mission Statement. The mission of the Task Force is to advise the Town and help educate the community on equity and inclusion strategies, foster connections among the many segments of the community, and make recommendations to the Town and Town Council about priorities, policies, and solutions to help bring a wider variety of voices and perspectives into conversations to inform decision-making.
3. Pursuit of Mission. The Task Force shall:
 - a. Review existing programs, practices, procedures, and services of the Town of Jackson that affect equity and provide recommendations and perspective on policies and decision-making to promote greater equity.
 - b. Identify information gaps or lack of understanding in the community regarding equity and provide recommendations that would promote greater equity.
 - c. Identify new policies and regulations that would foster greater equity across the community.
 - d. Assist the Town of Jackson's staff in reviewing the results of the National Research Center's *Community Equity & Inclusion* survey.

- e. Work with the Community Development staff to identify ways in which the Town can best incorporate equity principles and practices into Town of Jackson policy and decision-making.
 - f. Provide a written report of the Task Force's recommendations to the Jackson Town Council annually by December 31
4. Membership. The Task Force shall consist of no more than nine members, all of whom shall be qualified electors of Teton County, Wyoming. All members shall be appointed by majority vote of the Jackson Town Council, and any vacancies, whether created by removal, resignation, or otherwise shall be filled by the same. Task Force members serve voluntarily, have no right to continued service, and may be removed without notice and without cause. To establish staggered terms, initial members shall be divided into two groups, a group of four members and a group of five members. The group of four members shall serve an initial one-year term. The group of five members shall serve an initial three-year term. All subsequent terms for all members after initial appointments shall be two years.
5. Member Responsibilities. The Task Force will report to the Town Council and Town staff. During their term Task Force members shall:
- a. Attend and actively participate in every meeting of the Task Force.
 - b. Attend additional Task Force meetings and Town, County, and other government-related meetings as assigned by Town Staff.
 - c. Track hours spent serving on the Task Force and provide documentation as requested by Town Staff.
 - d. Work on initiatives and tasks and provide timely work product as assigned by Town Staff.
 - e. Prepare for, read supporting materials, and be familiar with agenda items prior to meetings.
 - f. Serve with integrity and inspire public confidence in Town government.
 - g. Be cognizant of conflicts of interest and seek advice when appropriate.
6. Staff Responsibilities. Town Staff will provide professional staff support to the Task Force to include:
- a. Attending all meetings.
 - b. Preparing agendas and actively facilitating all Task Force meetings.
 - c. Providing background and context on agenda items.
 - d. Alerting the Task Force of possible pros and cons of recommended actions.
 - e. Offering professional expertise and recommendations.
 - f. Keeping the Task Force focused on priorities.
 - g. Interpreting codes, ordinances, policies, and other regulations.
 - h. Ensuring motions and minutes reflect the intent of the Task Force.
 - i. Educating new members about their role and responsibilities.
7. Funding. The Town Council may consider funding for the Task Force pursuant to, and as part of, the annual budget process.
8. Meetings. Meetings of the Task Force shall be open to the public and shall be conducted in accordance with Wyo. Stat. Ann. §§ 16-4-401 *et seq.* Regular meetings of the Task Force shall be held at least monthly at a place designated by Town Staff. A majority of Task Force members may call special or emergency meetings.
- a. *Notice*. Notice of regular, special, or emergency meetings of the Task Force shall be provided in accordance with Wyo. Stat. Ann. §16-4-401 *et seq.*

- b. *Record of Proceedings.* Town Staff shall record minutes of each regular, special, and emergency meetings of the Task Force, shall transcribe and distribute the minutes to the members of the Task Force.
- c. *Meeting Attendance.* Members are required to regularly attend all Task Force meetings. In the event that a Task Force member must be unavoidably absent, they shall notify Town Staff as soon as possible prior to the meeting. After a member has been absent from 25% of the regular meetings during a calendar year, Town staff may submit a written request to the Town Council for a replacement to fill the unexpired term of the member. Members may virtually participate, vote, and be counted for purposes of the quorum for no more than two meetings in a one-year period, without the approval of Town staff. Members must notify staff if they will not attend or plan to attend virtually at least one week in advance of meetings. The ability for a member to virtually participate, vote, and be counted in the quorum of the Task Force beyond the two occurrences in the one-year period shall be allowed only with the approval of Town Staff for each meeting where such a request is made.
- d. *Quorum.* The Task Force requires a quorum of five members to conduct business.
- e. *Voting.* Votes may not be taken without a quorum of voting members present.
- 9. Compensation. If appropriated in the annual budget, members of the Task Force are eligible for a stipend if they attend at least 75% of regular meetings over a six-month period (January – June; July – December), perform the responsibilities set forth in Section 5; and opt-in to receive a stipend. Stipends will be distributed every six months for the prior period, in July and January respectively.
- 10. Conflicts of Interest. Task Force members are subject to and must comply with Wyo. Stat. Ann. §9-13-101 *et seq.*
- 11. Dissolution. The Town Council may, by majority vote, dissolve the Task Force at any time without notice and without cause.

PASSED, APPROVED, AND ADOPTED this _____ day of March 2024.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	March 18, 2024	Meeting Title:	Regular Town Council – Ordinance
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	NH-1 Text Amendment – Third Reading of Ordinance P (P23-168).	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to consider at Third Reading Ordinance P which amends the official text of the NH-1 zoning district in the Land Development Regulation (LDR) Section 2.2.9.

Requested Action.

Request to approve Ordinance P to amend the Official Zoning Text of the LDRs to add a Workforce Housing Incentive to the Neighborhood High Density-1 (NH-1) zoning district by allowing a fourth story and height bonus for sites that meet eight specified criteria. The proposed text amendment would modify the following sections of the LDRs:

- Section 2.2.9.A - Intent
- Section 2.2.9.E – Additional Zone-Specific Standards

Recommendations.

The Planning Director recommends continuing Ordinance P to the April 15, 2024, Town Council meeting.

SUGGESTED MOTION

I move to **continue** Ordinance P to the April 15, 2024, Town Council meeting.

STAFF REPORT



Meeting Date:	March 18, 2024	Meeting Title:	Regular Town Council – Ordinance
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	NH-1 Text Amendment – Third Reading of Ordinance P (P23-168).	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to consider at Third Reading Ordinance P which amends the official text of the NH-1 zoning district in the Land Development Regulation (LDR) Section 2.2.9.

Requested Action.

Request to approve Ordinance P to amend the Official Zoning Text of the LDRs to add a Workforce Housing Incentive to the Neighborhood High Density-1 (NH-1) zoning district by allowing a fourth story and height bonus for sites that meet eight specified criteria. The proposed text amendment would modify the following sections of the LDRs:

- Section 2.2.9.A - Intent
- Section 2.2.9.E – Additional Zone-Specific Standards

Recommendations.

The Planning Director recommends **approval** of Ordinance P as presented in the attachment to this staff report.

Background.

Item P23-168 was originally approved by the Town Council (3-2 vote) on January 8, 2024, which had seven criteria required for a site to be qualified for a fourth story in the NH-1 zone. However, at the January 22, 2024, Town Council meeting, the Council unanimously voted (5-0 vote) to reconsider their original January 8th approval of the Text Amendment. The Town Council later reconsidered and approved (3-2 vote) Item P23-168 on February 5, 2024, choosing Option #1d which increased the acreage for qualified sites from two acres to three acres, and added an eighth criteria, Criteria “h”, requiring that qualified sites also be located adjacent to a Commercial Residential-3 (CR-3) zoned property.

Analysis & Key Policy Questions.

On February 5, 2024, the Council approved an LDR Text Amendment to the NH-1 zone to allow a fourth story and workforce housing height bonus for sites that meet eight specified criteria per Option #1d. Prior to a change in the official zoning text becoming official, three ordinance readings are required. The Town Council approved Ordinance P on First reading on February 26, 2024, and approved Ordinance P on Second Reading on March 4, 2024.

The key issues for this application are whether a zone-wide text amendment is the right approach to allow the intended future development of the Virginian site and whether this approach would create undesired negative impacts on the NH-1 zone as a whole. The Town Council discussed these key issues at the February 5, 2024, Council meeting and found (3-2 vote) that the proposed text amendment was appropriate and would align with the desired future character of the NH-1 zone.

Possible Alternatives.

Potential alternatives to the proposed amendment may include:

1. **Approve Ordinance P with changes.** One potential change could be to increase the 3-acre minimum to something larger such as a 4-acre minimum. Another potential change could be adding or modifying the criteria to address better setting back and stepping down the fourth story.
2. **Not approve Ordinance P and pursue CR-3 Zone with deed restriction to not allow commercial development:** Under this alternative, the Council would pursue a Zoning Map Amendment to change the zoning of the Virginian property from NH-1 to CR-3 and restrict the property to prohibit commercial development/use. This option would take roughly 7-8 months to complete including ordinance readings.
3. **Not approve Ordinance P and pursue creation of new zone for Virginian site.** Under this alternative, Council would direct staff to create a new residential zoning district for the Virginian site that is similar to NH-1 but also allows a 4th story and height bonus for Workforce deed-restricted housing. This option would take roughly one year before it could be brought before the Town Council for review and consideration. The reason this option has a longer timeframe than the option above is staff would need additional time to create a new zone before an application could even be submitted.
4. **Other.**

Comprehensive Plan & Priority Alignment

Below are the factors that the Council considered at its regular meeting on February 5, 2024, and its conclusion for each.

Land Development Regulation Text Amendment (P23-618): Pursuant to Section 8.7.2 of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;

Complies. The primary purpose of the LDRs is to implement the goals expressed in the Comprehensive Plan and promote the health, safety, and general welfare of present and future generations. Staff finds that the text amendment meets numerous Comprehensive Plan goals and objectives. Generally speaking, the fourth story bonus allows more opportunity for deed-restricted housing allowing access to stable housing which protects the welfare of our community. This amendment also allows additional housing to be built in complete neighborhoods near services which reduces single-vehicle trips supporting the goals within two of the major Common Values of Community Character: Ecosystem Stewardship and Growth Management. In addition, the fourth story bonus criteria are consistent with the organization of the LDRs as they provide predictable standards similar to those that are already in place in the LDRs, specifically the CR-3 zoning district.

2. Improves the consistency of the LDRs with other provisions of the LDRs;

Complies. Staff finds that the proposed text amendment improves the consistency with other provisions of the LDRs by allowing incentives that are already allowed in other zones such as CR-3. These incentives are consistent with the various efforts made in the 2018 town-wide rezone that also allowed and encouraged higher densities and housing bonuses. Since the LDRs already allow similar incentives, staff find that the proposed text amendment is consistent with the current tools available to provide flexibility for building workforce housing.

3. Provides flexibility for landowners within standards that clearly define desired character;

Complies. Staff finds that the proposed text amendment provides flexibility for certain landowners who qualify for the specified criteria to build additional workforce-restricted housing. As with any bonus, the proposed amendments would allow owners to develop new projects or develop incrementally within an existing development provided they comply with the NH-1 standards and addition criteria. In addition, since these changes are optional and do not apply to all NH-1 zoned properties, staff does not find that there will be a significant impact on the overall character of the zone. Finally, the criteria applicable to these text amendments are clearly defined and do not conflict with other applicable standards.

4. Is necessary to address changing conditions, public necessity, and/or state or federal legislation;

Complies. Staff finds that the proposed text amendment is necessary to address a public necessity. With rising living costs, limited land to develop, and a limited housing supply, the need for stable workforce housing in Jackson is at the forefront of public necessity. The fourth story bonus, which is already active in the CR-3 zone, is just one of many existing incentives in place geared at reducing barriers to housing and encouraging denser workforce housing developments. The fourth story bonus incentive will help address the housing needs sooner rather than later while being built within criteria that are appropriate for the desired character of the area.

5. Improves implementation of the Comprehensive Plan; and

Not applicable per WY state statute.

6. Is consistent with other adopted Town Ordinances.

Complies. The proposed amendment does not conflict with any other Town Ordinances.

Fiscal Impact.

No fiscal impact at this time. However, once the third Ordinance is approved, there will be a cost to publish the Ordinance in Jackson Hole News and Guide.

Staff Impact.

The time spent preparing this staff report and Ordinance was approximately 6-8 hours.

Attachments or Links.

Ordinance P

Second Ordinance Reading Staff Report

SUGGESTED MOTION

I move to approve Ordinance P on Third reading.

ORDINANCE P

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1197 (PART), 1217, 1313, 1316, AND 1343, SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTION 2.2.9.A AND 2.2.9.E OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING NEIGHBORHOOD HIGH DENSITY-1 (NH-1) AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1197 (PART), 1217, 1313, 1316, and 1343; Section 2 of Town of Jackson Ordinance No. 1074 (part) and Section 2.2.9.A and 2.2.9.E of the Land Development Regulations are hereby amended and reenacted to read as follows:

2.2.9. NH-1: Neighborhood High Density 1.

A. Intent.

...

2. **Buildings:** Buildings of three or more attached units can be up to three stories in height. Single or multiple detached buildings, each building with multiple units, on a site is common. Incentives are provided to encourage variety in roof pitch, design, and on certain sites a 4th story workforce housing bonus.

...

- E. **Additional Zone-specific Standards.** The following standards apply in addition to all other standards applicable in the NH-1 zone.

...

2. **Workforce Housing Incentive for Additional Height.** A structure may be 48 feet in height and 4 stories provided the following criteria are met.
 - a. The following standards apply to the amount of additional floor area achieved through the increase in structure height; however, the actual floor area to which the following standards apply may be distributed throughout the structure.
 - i. It shall be deed restricted workforce, affordable, or employee housing with an occupancy restriction.
 - ii. It may have an employment and/or price restriction.
 - iii. It shall be exempt from the calculation of affordable housing required but shall not be used to meet the affordable housing requirement for the project.
 - iv. Fourth story may be used for parking that serves the deed restricted residential units.
 - b. The project shall provide the affordable housing required by Div. 6.3. on site.
 - c. The site shall be at least three (3) contiguous acres to provide opportunity for sufficient setback from and building height step down to small scale development.
 - d. The site shall be served by transit within 1/4 mile.

- e. The site shall be within 1/4 mile walking distance from numerous commercial services routinely needed by residents.
- f. The additional building height shall not increase the floor area allowance or decrease the required open space.
- g. For all street facades, the 4th story shall be stepped back a minimum of 10' for at least 40% of the overall façade width. Roofs above the stepped-back portions may encroach a maximum of 3' into the 10' setback.
- h. The site shall be adjacent to a CR-3 zoned property.

(Ord. _____ § 1, 2024; Ord. 1343 § 1, 2023; Ord. 1316 § 1, 2021; Ord. 1313 § 1, 2022; Ord. 1217 § 1, 2019; Ord. 1197 (part) § 1, 2018; Ord. 1074 § 2, 2016)

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 _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

[illegible]

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 _____, 2024.

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

STAFF REPORT



Meeting Date:	March 4, 2024	Meeting Title:	Regular Town Council – Ordinance
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	NH-1 Text Amendment – Second Reading of Ordinance P (P23-168).	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to consider at Second Reading Ordinance P which amends the official text of the NH-1 zoning district in the Land Development Regulation (LDR) Section 2.2.9.

Requested Action.

Request to approve Ordinance P to amend the Official Zoning Text of the LDRs to add a Workforce Housing Incentive to the Neighborhood High Density-1 (NH-1) zoning district by allowing a fourth story and height bonus for sites that meet eight specified criteria. The proposed text amendment would modify the following sections of the LDRs:

- Section 2.2.9.A - Intent
- Section 2.2.9.E – Additional Zone-Specific Standards

Recommendations.

The Planning Director recommends **approval** of Ordinance P as presented in the attachment to this staff report.

Background.

Item P23-168 was originally approved by the Town Council (3-2 vote) on January 8, 2024, which had seven criteria required for a site to be qualified for a fourth story in the NH-1 zone. However, at the January 22, 2024, Town Council meeting, the Council unanimously voted (5-0 vote) to reconsider their original January 8th approval of the Text Amendment. The Town Council later reconsidered and approved (3-2 vote) Item P23-168 on February 5, 2024, choosing Option #1d which increased the acreage for qualified sites from two acres to three acres, and added an eighth criteria, Criteria “h”, requiring that qualified sites also be located adjacent to a Commercial Residential-3 (CR-3) zoned property.

Analysis & Key Policy Questions.

On February 5, 2024, the Council approved an LDR Text Amendment to the NH-1 zone to allow a fourth story and workforce housing height bonus for sites that meet eight specified criteria per Option #1d. Prior to a change in the official zoning text becoming official, three ordinance readings are required. The Town Council approved Ordinance P on First reading at their regularly scheduled meeting on February 26, 2024.

The key issues for this application are whether a zone-wide text amendment is the right approach to allow the intended future development of the Virginian site and whether this approach would create undesired negative impacts on the NH-1 zone as a whole. The Town Council discussed these key issues at the February 5, 2024, Council meeting and found (3-2 vote) that the proposed text amendment was appropriate and would align with the desired future character of the NH-1 zone.

Possible Alternatives.

Potential alternatives to the proposed amendment may include:

1. **Approve Ordinance P with changes.** One potential change could be to increase the 3-acre minimum to something larger such as a 4-acre minimum. Another potential change could be adding or modifying the criteria to address better setting back and stepping down the fourth story.
2. **Not approve Ordinance P and pursue CR-3 Zone with deed restriction to not allow commercial development:** Under this alternative, the Council would pursue a Zoning Map Amendment to change the zoning of the Virginian property from NH-1 to CR-3 and restrict the property to prohibit commercial development/use. This option would take roughly 7-8 months to complete including ordinance readings.
3. **Not approve Ordinance P and pursue creation of new zone for Virginian site.** Under this alternative, Council would direct staff to create a new residential zoning district for the Virginian site that is similar to NH-1 but also allows a 4th story and height bonus for Workforce deed-restricted housing. This option would take roughly one year before it could be brought before the Town Council for review and consideration. The reason this option has a longer timeframe than the option above is staff would need additional time to create a new zone before an application could even be submitted.
4. **Other.**

Comprehensive Plan & Priority Alignment

Below are the factors that the Council considered at its regular meeting on February 5, 2024, and its conclusion for each.

Land Development Regulation Text Amendment (P23-618): Pursuant to Section 8.7.2 of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;

Complies. The primary purpose of the LDRs is to implement the goals expressed in the Comprehensive Plan and promote the health, safety, and general welfare of present and future generations. Staff finds that the text amendment meets numerous Comprehensive Plan goals and objectives. Generally speaking, the fourth story bonus allows more opportunity for deed-restricted housing allowing access to stable housing which protects the welfare of our community. This amendment also allows additional housing to be built in complete neighborhoods near services which reduces single-vehicle trips supporting the goals within two of the major Common Values of Community Character: Ecosystem Stewardship and Growth Management. In addition, the fourth story bonus criteria are consistent with the organization of the LDRs as they provide predictable standards similar to those that are already in place in the LDRs, specifically the CR-3 zoning district.

2. Improves the consistency of the LDRs with other provisions of the LDRs;

Complies. Staff finds that the proposed text amendment improves the consistency with other provisions of the LDRs by allowing incentives that are already allowed in other zones such as CR-3. These incentives are consistent with the various efforts made in the 2018 town-wide rezone that also allowed and

encouraged higher densities and housing bonuses. Since the LDRs already allow similar incentives, staff find that the proposed text amendment is consistent with the current tools available to provide flexibility for building workforce housing.

3. Provides flexibility for landowners within standards that clearly define desired character;

Complies. Staff finds that the proposed text amendment provides flexibility for certain landowners who qualify for the specified criteria to build additional workforce-restricted housing. As with any bonus, the proposed amendments would allow owners to develop new projects or develop incrementally within an existing development provided they comply with the NH-1 standards and addition criteria. In addition, since these changes are optional and do not apply to all NH-1 zoned properties, staff does not find that there will be a significant impact on the overall character of the zone. Finally, the criteria applicable to these text amendments are clearly defined and do not conflict with other applicable standards.

4. Is necessary to address changing conditions, public necessity, and/or state or federal legislation;

Complies. Staff finds that the proposed text amendment is necessary to address a public necessity. With rising living costs, limited land to develop, and a limited housing supply, the need for stable workforce housing in Jackson is at the forefront of public necessity. The fourth story bonus, which is already active in the CR-3 zone, is just one of many existing incentives in place geared at reducing barriers to housing and encouraging denser workforce housing developments. The fourth story bonus incentive will help address the housing needs sooner rather than later while being built within criteria that are appropriate for the desired character of the area.

5. Improves implementation of the Comprehensive Plan; and

Not applicable per WY state statute.

6. Is consistent with other adopted Town Ordinances.

Complies. The proposed amendment does not conflict with any other Town Ordinances.

Fiscal Impact.

No fiscal impact at this time. However, once the third Ordinance is approved, there will be a cost to publish the Ordinance in Jackson Hole News and Guide.

Staff Impact.

The time spent preparing this staff report and Ordinance was approximately 6-8 hours.

Attachments or Links.

Ordinance P

First Ordinance Reading Staff Report

SUGGESTED MOTION

I move to approve Ordinance P on Second reading.

STAFF REPORT



Meeting Date:	March 18, 2024	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Internal Services	Presenter:	Roxanne Robinson
Agenda Item:	Ordinance Q – Council Salaries Second Reading	Public Comment:	Yes

Purpose & Policy Considerations.

The Jackson Municipal Code indicates that the compensation of the Mayor and members of Council shall be reviewed no later than February 28 of each general election year. Passage of ordinances require 3 readings of the Town Council with a minimum of 10 days between 1st and 3rd reading.

Requested Action.

The requested action is for the Mayor and Council to adopt Ordinance Q on second reading as presented.

Recommendations.

While staff makes no recommendation on any changes to Council salaries, if Council is in favor of amending Council salaries as set forth in Ordinance Q, staff would recommend they adopt Ordinance Q on second reading as presented.

Background.

Town Council discussed Council salaries at the February 26, 2024 regular Town Council meeting and adopted Ordinance Q as presented on first reading at the March 4, 2024 Town Council meeting.

To recap, the current Mayor and Council annual salaries are \$44,000 for the Mayor and \$36,000 for Council. The Town Council last updated salaries in 2022. Using the December information from inflation related to all items in the U.S. city average, all urban consumers, not seasonally adjusted annual average figures since salaries were last updated, and then rounding that dollar figure, the Finance Director calculated it would result in a 13.2% increase which would be \$49,809 for the Mayor and \$40,753 for Council. Staff rounded those figures up and the result would be \$50,000 and \$41,000, respectively.

Below is a table showing the number of Council meetings over time. Staff also researched and compiled the total number of hours spent in Council meetings for 2021 – 2023 to provide another perspective. Please note that the total meeting hours do not include time spent by elected officials outside of meetings in preparation for meetings.

Council Meetings									
	2023	2022	2021	2020	2019	2015	2010	2008	2005
Number of Meetings	74	76	78	91	76	80	84	92	75
Total Meeting Hours	185	210.3	193.4						

Wyo. Stat. §15-3-205 sets minimum salaries for first class cities but not maximums.

Wyo. Stat. §15-4-105(b) prohibits changing the salary of any elective officer during their term of office. There are 3 seats on the Council up for election in 2024, which are 2 Council seats and the Mayor's seat. If Ordinance Q is adopted on all three readings and the draft ordinance is approved, those three new elected officials or re-elected officials will receive a higher wage for 2025 and 2026 than the remaining 2 Councilmembers whose current terms of office will not expire until December 31, 2026. If there is no action taken on increasing Council salaries, all salaries will be brought up to the 2022 level of \$44,000 for the Mayor and \$36,000 for Council.

Additional information was provided to Council on March 4 related to average staff wage increases and revenue increases since 2022. The below table represents the additional information that was provided at the March 4, 2024 meeting.

Inflation		
	\$ 36,000.00	\$ 44,000.00
13.2%	\$ 40,752.00	\$ 49,808.00
Rounded	\$ 41,000.00	\$ 50,000.00
Staff COLA and Merit		
	\$ 36,000.00	\$ 44,000.00
16.3%	\$ 41,868.00	\$ 51,172.00
Rounded	\$ 42,000.00	\$ 51,000.00
Revenue Figure		
	\$ 36,000.00	\$ 44,000.00
13.7%	\$ 40,932.00	\$ 50,028.00
Rounded	\$ 41,000.00	\$ 50,000.00

Analysis.

The key policy questions were all answered at the February 26 and March 4 Town Council meetings.

Possible Alternatives.

The Mayor and Council can choose to leave salaries at their current level or choose a different method of calculation of an increase or simply choose a different amount. Should the Council wish to make changes to the salaries, the amended ordinance would need to go back to first reading. Should the Council wish to delay 2nd and 3rd reading until the budget is adopted, they could choose to adopt it on 2nd reading at the May 6 regular meeting and on 3rd reading at the June 3 meeting.

Comprehensive Plan & Priority Alignment.

The Town Council sets the Comprehensive Plan jointly with Teton County, provides policy direction, provides course corrections, adopts action plans and work plans related to implementation of the Comprehensive Plan. As a First Class City, the Council can set salaries for elected officials that may encourage public service.

Fiscal Impact.

Should the Council ultimately adopt Ordinance Q on three readings with updated salaries of \$50,000 and \$41,000 for the Mayor and Council respectively, the fiscal impact would be the difference between the current salaries and the proposed salaries along with associated FICA and pension costs. There is no fiscal impact in FY24 because the fiscal year ends June 30, 2024 (prior to newly elected officials taking office in January 2025). The fiscal impact for FY25 (July 1, 2024 – June 30, 2025) would be \$16,864 as shown below:

Council Salaries				
Position	2024 Elected Officials	2024 Salaries	2025 Elected Officials	2025 Salaries
Council	Arne Jorgensen	\$ 36,000.00	Arne Jorgensen	\$ 36,000.00
Council	Jonathan Schechter	\$ 36,000.00	Jonathan Schechter	\$ 36,000.00
Mayor	Hailey Morton Levinson	\$ 39,300.00	Pending Election	\$ 50,000.00
Council	Jessica Sell Chambers	\$ 32,750.00	Pending Election	\$ 41,000.00
Council	Jim Rooks	\$ 32,750.00	Pending Election	\$ 41,000.00
	Total	\$176,800.00	Total	\$ 204,000.00
2025 Total				\$ 204,000.00
2024 Total				\$ 176,800.00
Annual Difference in Wages				\$ 27,200.00
FICA and Pension Cost on Annual Difference				\$ 6,528.00
Annual Wage Difference and FICA/Pension Combined				\$ 33,728.00
FY25 Fiscal Impact				\$ 16,864.00
FY26 Fiscal Impact				\$ 33,728.00

If Council picks an alternate salary figure, the fiscal impact for FY25 and FY26 would be different.

Staff Impact.

Staff impact to date on this issue has been approximately 21 hours. Staff impact to update Council salaries is minimal and would take an additional 1 hour.

Attachments or Links.

Ordinance Q.

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

I move to approve Ordinance Q on second reading as presented.

ORDINANCE Q

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1315, 1252, 787, 717, 326, AND 226 AND SECTIONS 1-3 OF TOWN OF JACKSON ORDINANCE NO. 1 AND SECTION 2.08.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING COMPENSATION FOR MAYOR AND COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1315, 1252, 787, 717, 326, and 226 and Sections 1-3 of Town of Jackson Ordinance No. 1 and Section 2.08.010 Compensation for Mayor and Council of the Municipal Code of the Town of Jackson is hereby amended and reenacted to read as follows:

2.08.010 Mayor and Council.

- A. Commencing on July 1, 2024, with officers sworn into office on or after January 1, 2025, the compensation of the Mayor of the Town shall be fifty thousand dollars (\$50,000.00) per year, payable in twelve equal monthly installments. The salary for each member of Council shall be forty-one thousand dollars (\$41,000.00).
- B. The compensation schedule set forth in subsection A of this section shall be effective on July 1, 2024 and apply to the Mayor and members of Council sworn into office on or after January 1, 2025. In all other instances, the ordinance codified in this section shall not be applied to increase the salary of any officer during the term for which they are elected.
- C. Compensation of the Mayor and members of Council shall be reviewed no later than February 28 of each general election year.

(Ord. Q § 1, 2024); Ord. 1315 § 1, 2022; Ord. 1252 § 1, 2020; Ord. 787 § 1, 2004; Ord. 717 § 1, 2002; Ord. 326 § 1, 1984; Ord. 226 § 1, 1977; Ord. 1 §§ 1—3, 1926.

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 4TH DAY OF MARCH, 2024.
PASSED 2ND READING THE _____ DAY OF _____ 2024.
PASSED AND APPROVED THE _____ DAY OF _____ 2024.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance _____ 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 _____ 2024. 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, Town Manager

DT: March 18, 2024

RE: Town Manager's Report

Updated FY25 Budget Meeting Schedule

Below is an updated FY25 Budget Meeting Schedule. Staff is requesting additional budget meetings. The regular 9AM Budget Meetings have also been extended to 12PM. Depending on the issues needing discussion, Council also has the option of continuing these meetings into the afternoon. With the approval of the Town Manager's report, staff will proceed with scheduling the additional budget meetings as noted in the table below.

FY2025 TOWN COUNCIL BUDGET MEETING SCHEDULE				
There may be many other meetings occurring during this time - the below list only reflects those associated with				
Date	Day	Time	Event	Location
3/18/2024	Monday	1:30 - 2:30	Regular Town Council Workshop - Revenue and Reserve Discussion	Council Chambers
4/8/2024	Monday	n/a	Budget Distributed/Released to Town Council - Not a Meeting	n/a
4/9/2024	Tuesday	N/A	REGULAR BUDGET MEETING CANCELLED	
4/16/2024	Tuesday	9:00 - 12:00	Regular Town Council Budget Workshop	Council Chambers
4/22/2024	Monday	9:00 - 3:00	Special JIM - Human Services 2 Hr Budget Window + Other Items	Commissioner's Chambers
4/22/2024	Monday	3:00 - 5:00	Special Budget Meeting Workshop (Tentative Proposed)	Council Chambers
4/23/2024	Tuesday	9:00 - 5:00	Special JIM - Joint Department Budget Presentations & Airport, ECW, TTB Budget Presentation	Commissioner's Chambers
4/30/2024	Tuesday	N/A	REGULAR BUDGET MEETING CANCELLED DUE TO GTNP BRIEFING	
5/6/2024	Monday	1:30 - 3:30	Regular JIM - Joint Department Budget Follow Up AND Airport, ECW, TTB Budget Action (Final Decisions on These Budgets May Occur Here)	Commissioner's Chambers
5/7/2024	Tuesday	9:00 - 12:00	Regular Town Council Budget Workshop	Council Chambers
5/13/2024	Monday	9:00 - 12:00	Special Budget Meeting Workshop (Tentative Proposed)	Council Chambers
5/14/2024	Tuesday	9:00 - 12:00	Regular Town Council Budget Workshop	Council Chambers
5/28/2024	Tuesday	9:00 - 12:00	REGULAR BUDGET MEETING CANCELLED	Council Chambers
6/3/2024	Monday	1:30 - 4:30	Regular JIM - (Final Decisions on Joint Depts, Airport, TTB, ECW May Occur Here)	Commissioner's Chambers
6/3/2024	Monday	6:00 P.M.	Regular Town Council Meeting - Budget Hearing and Adoption (must occur prior to/on 6/20)	Council Chambers
6/4/2024	Tuesday	9:00 - 12:00	Special Budget Meeting Workshop (Tentative Proposed)	Council Chambers
6/10/2024	Monday	9:00 - 12:00	Special Budget Meeting Workshop (Tentative Proposed)	Council Chambers
6/17/2024	Monday	9:00 - 12:00	Special Budget Meeting Workshop (Tentative Proposed)	Council Chambers
6/17/2024	Monday	6:00 P.M.	Regular Town Council Meeting - Budget Hearing and Adoption (must occur prior to/on 6/20)	Council Chambers

Temporary Sign Permits

The Temporary Sign Permits for Council consideration at this meeting are:

- ✓ JH Juggernauts Roller Derby requests to hang one temporary banner at 105 Buffalo Way (Albertsons) from April 7-14, April 28- May 5, and June 2-9, 2024, to advertise various 2024 Derby Bouts (P24-030).
- ✓ Jackson Hole High School requests to hang one temporary banner at 105 Buffalo Way (Albertsons) from April 15-26, 2024, to advertise their Youth Job Fair (P24-034).
- ✓ JH Therapeutic Riding requests to hang one temporary banner at 105 Buffalo Way (Albertsons) from April 1-14, 2024, to advertise their Annual Tack Swap (P24-036).
- ✓ Climb Wyoming requests to hang one temporary banner at 105 Buffalo Way (Albertsons) from March 30- April 13, 2024, to advertise their Annual Free Career Training Event (P24-038).

Staff recommends approval of these requests and with the approval of the Town Manager's report, staff will issue the Temporary Sign Permits as requested.

Funding Request from the Snake River Headwaters Watershed Group

On January 17, 2023, Town Council approved providing \$2500 in funding to Jackson Hole Trout Unlimited to launch the Snake River Headwaters Watershed Group (SRHWG), a collaborative that engages stakeholders to design solutions and leverage resources needed to address the complex issues facing our watershed such as drought, water quality, habitat degradation, and Snake River flows. Thanks in part to the Town's support, the group was created, has met several times, and has developed an organizational structure. On November 6, 2023, Town Council approved having S2 support Trout Unlimited's application for \$300,000 in grant funding from the Bureau of Reclamation to support the ongoing management of the watershed group. However, if the grant is successful, funds will not be received until winter 2024/25. To support facilitation of the collaborative through 2024, Trout Unlimited seeks \$2500 from the Town of Jackson and several other partners including Teton County and the Teton Conservation District. Staff sees great value in the collaborative, whose work dovetails with many of our own objectives related to water quality and ecosystem health indicators, and supports approval of the funding request. With approval of the Town Manager's report, staff will provide \$2500 in funding to Trout Unlimited for the Snake River Headwaters Watershed Group using funds from the Ecosystem Stewardship Administrator's budget for match funding.

DOE Solve-It Prize Letter of Support

The Department of Energy Solve-It Prize is designed to support innovative clean energy infrastructure development at a community scale with three phases of funding totaling \$730,000. Phases one (\$80K) and two (\$150K) focus on community engagement, identifying challenges, and planning projects. Phase three (\$500K) focuses on implementation. There is a wide variety of clean energy technologies allowed, and there is no match required for any phase of Solve-It Prize funding.

Energy Conservation Works plans to apply for Phase one, and has been working with Lower Valley Energy, the Jackson Hole Climate Action Collective, Teton County, and the Town of Jackson to hone their project idea. They are seeking funding for a pilot project to provide an energy efficiency retrofit at Pioneer Homestead that will reduce carbon emissions, decrease the energy burden for residents, and increase resilience during power outages. Pioneer Homestead was selected as an ideal project for this pilot because residents are on fixed incomes and because many of their residents are highly vulnerable during power outages.

Energy Conservation Works is seeking a letter of support from the Town of Jackson for this application. A draft letter of support is attached. With Town Council's approval of the Town Manager's Report, staff will have the letter executed by Mayor Morton Levinson.



TOWN COUNCIL

March 18, 2024

U.S. Department of Energy
1000 Independence Avenue, SW
Washington DC 20585

Department of Energy SOLVE IT Prize Administrators,

I am writing on behalf of the Town of Jackson to express our support for Energy Conservation Works' (ECW) application for the 2024 SOLVE IT Prize. We are committed to supporting ECW through all three phases of their project, which will allow us to deploy innovative clean energy solutions that address challenges in our community. We recognize the barriers to clean and efficient energy that multi-unit dwellings face. Owner-occupants may be less able to afford improvements, while renters may not be allowed to make improvements to the aging buildings in which they live. In particular, the Town of Jackson is interested in understanding how clean energy technology can support our aging populations living in multi-unit dwellings like the Pioneer Homestead complex. The higher energy burdens experienced by occupants are created by lower incomes, inefficient heating, and poor building efficiency. There are also resiliency concerns that disproportionately affect aging populations. A winter power outage last year led to dangerously cold temperatures for residents at Pioneer Homestead as well as a loss of electricity needed to run medical equipment.

As an Energy Conservation Work's Joint Power Board member, we have an existing partnership with proven cooperation. This unique structure has proved efficient and effective for building consensus among stakeholders and bringing legitimacy to projects. Additionally, this partnership between two local governments and a utility is unique within Wyoming and serves as a model for other communities.

The Town of Jackson also supports an Equity Task Force, a group of citizens representing communities typically underrepresented in local government, including the elderly, people with disabilities, immigrant communities, and more. This, too, is a model within Wyoming and the Rocky Mountain West. Through the Equity Task Force and with the help of local nonprofit groups, we have experience coordinating public engagement efforts with a wide variety of interest groups, including non-native English speakers.

Through the first phase of this prize, the Town of Jackson will bring its considerable experience with communications and working with disadvantaged communities as well as the legitimacy that comes from a public office. The prize activities in Phases 1, 2 & 3 align with our Comprehensive Plan Principle 2.1. to "*Reduce consumption of non-renewable energy*" and Principle 2.4 to "*Increase energy efficiency in buildings*". Prize activities also align with our Sustainability Plan goal to "*Prioritize funding for energy efficiency upgrades for deed-restricted housing, long-term rentals, and low-income homeowners*". The Town of Jackson will use the evaluation and engagement work in Phases 1 & 2 as a model for improving building and appliance efficiency in other multifamily units in our community. We encourage you to give Energy Conservation Works' application the highest consideration.

Sincerely,

Mayor Hailey Morton Levinson
Town of Jackson

