Regular Town Council Meeting

May 6, 2024
6:00 PM
Town Council Chambers
Chair: Hailey Morton Levinson

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 electedofficials@jacksonwy.gov.

To join, click link or copy it to your browser: https://us02web.zoom.us/j/89266542251?pwd=OTlHV0FrRysxZzVRWmsvV2xrQWpmdz09

Or join at zoom.com with Webinar ID: **892 6654 2251** and Password: **83001** or by phone: **+1 253 215 8782**

II. OPENING

A. Call to Order and Roll Call
B. Pledge of Allegiance
C. Land Acknowledgement
D. Announcements/Proclamations
   1. Introduction of Raquel Barnett, Police Officer
   2. Teacher and Staff Appreciation Week
   3. National Public Works Week
   4. National Police Week
   5. Mental Health Awareness Month

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*.

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. April 15, 2024 Regular Town Council Workshop
   2. April 15, 2024 Regular Town Council Meeting
   3. April 16, 2024 Regular Town Council Budget Meeting
B. Disbursements
C. Stilson Transit Center Sewer Connection Request (E24-0027) (Brian Lenz)
D. Indian Springs Connection and Use Agreement (E24-0023) (Brian Lenz)

E. Request for Waiver of Public Right-Of-Way Fees at 175 Center St. (Floren Poliseo)

F. Snow King Mountain Resort Amended and Restated Gondola Lease Agreement (Lea Colasuonno)

G. Special Restriction for Workforce Ownership Housing at 440 W. Kelly (April Norton)

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

A. Planning & Building

1. Request for a Subdivision Plat at Stags Landing - 255 E. Snow King Ave. (P24-032) (Katelyn Page)
2. Sketch Plan for 3-story Hotel at 210 and 230 N. Glenwood St. (P24-018) (Katelyn Page)
3. Petition to Vacate Portion of an Alley at 325 N. Cache St. et al. (PM23-006) (Tyler Sinclair, Paul Anthony & Lea Colasuonno)
4. Sketch Plan for 290,000 sf Mixed-Use Hotel and Condominiums Along N. Cache (P24-002) (Tyler Valentine)

VI. RESOLUTIONS

A. Resolution 24-07: FY24 Budget Amendment #3 (Kelly Thompson & Tyler Sinclair)

B. Resolution 24-08: Old Bill's - Victim Services (Lynsey Lenamond)

C. Resolution 24-09: Old Bill's - Animal Shelter (Lynsey Lenamond)

D. Resolution 24-10: JH Airport FAA Grant (Riley Taylor)

VII. ORDINANCES

A. Ordinance R: Westbank Sanitation Franchise Renewal (Second Reading)

VIII. MATTERS FROM MAYOR AND COUNCIL

IX. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

X. ADJOURN

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.

Raquel Barnett Introduction

Raquel, a Connecticut native, moved to Wyoming after grad school and never looked back! She enjoys endurance sports and spending time with her wife and their pups, Nala and Simba. Raquel has been a community service officer with the Jackson Police Department for the past year and previously served as a detention deputy in Albany County. She is excited to be continuing her public safety career with the Jackson Police Department as a Police Officer.

TEACHER AND STAFF APPRECIATION WEEK

MAY 6-10, 2024

WHEREAS, nationally, the week of May 6th through May 10th will celebrate teachers with Teacher Appreciation Week. Our local community recognizes that teachers and support staff provide essential educational, social and emotional health and safety, and nutritional services to students in Pre-K through Grade 12; and

WHEREAS, strong teacher and student relationships significantly impact student engagement and achievement and have lasting impact on students' lives that extend well beyond their elementary and secondary school years; and

WHEREAS, working in the Pre-K to 12 educational setting requires commitment and dedication that extends well beyond the school day, noting that school employees serve as coaches, mentors and role models and as trusted confidants to students; and

WHEREAS, as school employees primarily serve students, they also become partners with families in navigating the unavoidable challenges of raising and educating children; and

WHEREAS, working in the Pre-K to 12 setting is a rewarding, yet challenging and stressful career, and the extraordinary educators work tirelessly with students and families to keep things moving forward, despite such unpredictable times.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, and the Town Council do hereby declare our appreciation to all the Pre-K to 12 teachers and support staff for their dedication to our community's youth in providing for their health, safety, and education and therefore, recognize **May 6-10, 2024** as **Teacher and Staff Appreciation Week**.

DATED THIS 6th DAY OF MAY 2024.

TOWN OF JACKSON

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Hailey Morton Levinson, Mayor

ATTEST:

_____
Riley Taylor, Town Clerk

National Public Works Week Proclamation

May 19-25, 2024

WHEREAS, public works professionals focus on critical infrastructure, utilities, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Jackson, Wyoming; and,

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, public buildings and spaces, water supply, wastewater treatment, stormwater and snow management, municipal fleet management, code enforcement, and other structures and facilities essential for our citizens; and,

WHEREAS, Town of Jackson Public Works Department staff consistently provide these services to enable all other municipal functions to occur, contribute workforce to enhance other Departments' ability to provide municipal services and emergency response when necessary, sustain public health and safety of the entire community, and provide exceptional service to residents and guests alike; and,

WHEREAS, Town of Jackson Public Works Department partners with other community organizations that have missions or programs overlapping or aligning with public works responsibilities in support of their efforts; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Jackson, Wyoming to gain knowledge and maintain ongoing interest and understanding of the importance of public works professionals and public works programs in their community; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW THEREFORE, BE IT RESOLVED that, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby designate the week of May 19-25, 2024, as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

DATED THIS 6th DAY OF MAY 2024.

TOWN OF JACKSON

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Hailey Morton Levinson, Mayor

ATTEST:

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Riley Taylor, Town Clerk

National Police Week

May 12-18, 2024

WHEREAS, in 1962, President John Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the week in which it falls as National Police Week; and

WHEREAS, National Police Week is a collaborative effort of many organizations dedicated to honoring America's law enforcement community and to give special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, there are over 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Jackson Police Department who play an essential role in safeguarding the rights and freedoms of the citizens of Jackson; and

WHEREAS, it is important that all citizens know and understand the problems, duties, and responsibilities of their local police, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting against violence or disorder, by protecting the innocent against deception, and the weak against oppression or intimidation; and

WHEREAS, in 2023, the Jackson Police Department responded to an average of 33 calls for service each day, which included 574 vehicle collisions, 195 medical assists, 309 alarm responses, 2,927 traffic stops, and 138 stops for driving under the influence, among other calls.

NOW THEREFORE, **BE IT RESOLVED** that I, Hailey Morton Levinson, Mayor of the Town of Jackson, call upon all citizens to observe the week of May 12th thru May 18th, as Police Week by commemorating and thanking our police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities.

DATED THIS 6th DAY OF MAY 2024.

TOWN OF JACKSON

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Hailey Morton Levinson, Mayor

ATTEST:

_____
Riley Taylor, Town Clerk

MENTAL HEALTH AWARENESS MONTH

Recognizing May 2024 as Mental Health Awareness Month

WHEREAS, the area that someone lives in plays a significant role in their overall health and well-being; and

WHEREAS, surroundings can impact if, how, and when a person's needs are met, which in turn affects mental health; and

WHEREAS, in a survey conducted in February 2023, 31.5% of Wyoming residents reported symptoms of anxiety and/or depressive disorder; and

WHEREAS, in 2023, 54% of Wyoming adult residents with mental illness did not receive treatment; and

WHEREAS, in 2023 Wyoming ranked the 50th state in surveys, indicating a higher prevalence of mental illness and a lower rate of access to care; and

WHEREAS, with early and effective treatment, those individuals with mental illnesses can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization, and citizen has a responsibility to promote mental wellness and support prevention efforts.

THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim May 2024 as Mental Health Awareness Month. I also call upon the citizens, government agencies, public and private institutions, businesses, and schools in Jackson to recommit our community to increasing awareness and understanding of mental health, the steps we all can take to protect our mental health, and the need for accessible services for all people with all stages of mental illnesses.

DATED THIS 6th DAY of MAY 2024.

TOWN OF JACKSON

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ATTEST: Hailey Morton Levinson, Mayor

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Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

APRIL 15, 2024 **JACKSON, WYOMING**

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

TOWN COUNCIL: Mayor Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jim Rooks. Jessica Sell Chambers joined via Zoom at 2:18 p.m.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Floren Poliseo, Johnny Ziem, Steve Ashworth, Heidi Schmidl, Susan Scarlata, and Riley Taylor.

Fire/EMS Joint Power Agreement. Tyler Sinclair and Lea Colasuonno made staff comment. Council held discussion with staff. Mark Newcomb made public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to:

1. Draft a letter requesting Teton County extend the current JPA 9 months (From August 30, 2024 to May 30, 2025),
2. Undertake the analysis and research set forth in this staff report and as discussed in this meeting and present the information and research at a future Council Meeting, and
3. Work with Teton County to schedule appropriate meeting time to discuss the JPA.

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

Scoping Report on Improving Accessibility at Town Sites and Facilities. Floren Poliseo, Susan Scarlata, and Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Arne Jorgensen and seconded by Jim Rooks to direct staff to work on improving accessibility at Town sites and facilities on a two-year timeline as described in this report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 2:55 p.m. and reconvened at 3:01 p.m.

Council Priorities and Upcoming Agendas. Tyler Sinclair reviewed Council's Workplan Calendar and items on the Potential Initiative (PI) List. Council held discussion with staff.

Matters from Mayor and Council. Jonathan Schechter provided an update from JH Air and added three items to the Potential Initiative (PI) list: a goal of housing 100% of Town employees, a mandate for affordable commercial space, and a mandate for affordable art space. Arne Jorgensen provided an update from the Region 5 WAM meeting in Kemmerer and Sustainable Destination Management Plan (SDMP) working groups.

Adjourn to Executive Session. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn meeting to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii). Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 3:18 p.m.

TOWN OF JACKSON

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ATTEST: Hailey Morton Levinson, Mayor

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Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: April 24, 2024

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

APRIL 15, 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 Robinson, Lea Colasuonno, Floren Poliseo, Brian Lenz, Heidi Schmidl, Paul Anthony, Katelyn Page, Tyler Valentine, Lynsey Lenamond, 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 introduced Ish Jimenez, Associate Engineer. Mayor Morton Levinson proclaimed April 6-12, 2024 as Week of the Young Child, May 6-11, 2024 as Spring Clean-Up Week, May 4-12, 2024 as Burn Week, April 2024 as Child Abuse Awareness and Prevention Month, May as National Tennis Month, May 2024 as pARTners 30th Anniversary Celebration Month, April 26, 2024 as Arbor Day, and read a proclamation honoring Team Wyoming Boys 18U Hockey Team National Champions. Proclamations were read by Mayor Morton Levinson and members of Council.

Public Comment. Julien Hass and Perri Stern made public comment.

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

A. **Meeting Minutes.** To approve meeting minutes from the March 18, 2024 Regular Town Council Workshop and March 18, 2024 Regular Town Council Meeting.

B. **Disbursements.** To approve the disbursements as presented. 4IMPRINT $655.56; 842-NCPERS GROUP WYOMING $96.00; ACE EQUIPMENT & SUPPLY $11.49; ACE HARDWARE $596.14; ADVANCED NETWORK MANAGEMENT, INC. $4,402.40; ADVANCED PUMP & EQUIPMENT, INC $18,798.50; AFLAC $2,399.87; ALPHAGRAPHICS $1,669.30; AMAZON $2,451.49; ANDERS GLASS AND TINT $820.00; ARISTORENAS, MARIA $450.00; AT&T $1,390.02; BADILLO, MARCELA $450.00; BERGMAN, PIERRE $450.00; BEST BEST & KRIEGER $2,906.50; BISON LUMBER $64.44; BLUE SPRUCE CLEANERS,INC $491.05; BOLAND, ANITA $2,200.00; BRIGGS, ERIC L $1,013.67; BULL, LYNNETTE GREY $900.00; BURKHOLDER, SHAWN $1,942.50; CAMP ON INC $32,400.00; CARQUEST AUTO PARTS INC. $170.22; CENTURYLINK $2,182.47; CHARGEPOINT, INC $470.00; CHARLIE'S PLUMBING OF JH $2,395.00; CITY OF DRIGGS $2,573.59; CLIMB WYOMING $1,531.25; COMMUNITY SAFETY NETWORK $17,500.00; CONRAD & BISCHOFF INC. $92,357.87; CONTROL SYSTEM TECHNOLOGY, INC. $26,894.50; CORE & MAIN LP $39,991.04; COSINDAD, CARLOS $155.00; CUSTOM ELECTRONIC CONSULTANTS INC $11,501.28; DAWSON, HARMONY $155.00; DAY, JEAN $450.00; DEAN, GARY $100.00; DEAN'S PEST CONTROL LLC $365.00; DELL $6,363.60; DELTA DENTAL PLAN OF WYOMING $16,948.56; DEWBERRY ENGINEERS, INC $1,040.00; DEX IMAGING $488.60; DIAMOND L TRUCKING LLC $1,925.00; DICK ANDERSON CONSTRUCTION $281,062.73; DIVISION OF CHILD SUPPORT ENFORCEMENT $1,018.46; DIVISION OF VICTIM SERVICES $1,050.00; VERIZON WIRELESS $87.00; E.R. OFFICE EXPRESS $668.91; EKOS, INC $160.00; ELKINS, MARINDA $80.00; ENERGY LABORATORIES INC. $1,437.00; ENOW, INC. $1,213.38; ETNA TRADE PARK LLC $4,062.00; EVANS CONSTRUCTION INC $6,470.53; EVIDENT $956.48; FALL RIVER RURAL ELECTIC $188.51; FIRE SERVICES OF IDAHO $6,992.08; FIVE-COUNTY DETENTION CENTER $1,925.00; FLEETPRIDE $32.07; FLOWPOINT ENVIRNMENTAL SYSTEMS $2,167.13; FREEDOM MAILING SERVICE INC. $1,800.32; FRITTS, JASON $450.00; GARCIA, ISRAEL $80.00; GARRETT, ROBERT $155.00; GILLIG LLC $1,856.87; GM SHEET METAL LLC $33.85; HACH CHEMICAL CO. $1,703.11; HERNANDEZ, BRANDON $450.00; HIGH COUNTRY LINEN $2,899.06; HOFFMAN, SEAN $500.00; IDAHO CHILD SUPPORT RECEIPTING $1,128.40; IDAHO STATE TAX COMMISSION $4,799.00; IMMIGRANT HOPE $2,000.00; INEO SYSTRANS USA INC $82,809.35; INTERNATIONAL CYBERNETICS COMPANY, LP $2,150.00; INTERSTATE BATTERY $1,980.45; INTERWEST SUPPLY COMPANY $5,199.30; IVY OUTDOOR SERVICES LLC $2,550.00; J.J. KELLER & ASSOC. INC. $2,899.88; JACKSON CURBSIDE INC. $1,130.00; JACKSON GROUP LOCKBOX $1,526.97; JACKSON HOLE CLIMATE ACTION COLLECTIVE $2,500.00; JACKSON HOLE LAW, PC $3,505.00; JACKSON HOLE NEWS & GUIDE $13,251.20; JACKSON LUMBER INC $220.50; JACKSON PAINT AND GLASS, INC. $6,090.31; JH20 WATER CONDITIONING &

FILTRATION $85.00; JHAM, INC. $6,474.77; JORGENSEN ASSOCIATES, PC $12,600.75; JORGENSEN, ARNE OLAUS $982.65; KEENAN, PETER $11,500.00; KOIS BROTHERS EQUIPMENT COMPANY $5,829.70; KRUEGER, ERICA JADE $450.00; LEPCO $1,701.36; LOWER VALLEY ENERGY INC $58,871.91; LUMINATOR TECHNOLOGY GROUP INC $74.88; MACY'S SERVICES $583.75; MARKMAN, JASON $1,995.00; MENTAL HEALTH & RECOVERY SERVICES $45,242.38; MOBILITY FOREFRONT LLC $81,437.93; MORTON-LEVINSON, HAILEY $1,681.60; MSC INDUSTRIAL SUPPLY CO $353.61; NAPA AUTO PARTS INC. $2,386.76; NELSON ENGINEERING $9,095.00; NOLAND, STACY $450.00; ONE 22, INC. $41,437.50; PENNY, BRAD $202.42; PHILLIPS, JAMES $49.42; PLATT $5,861.26; POLISEO, FLOREN $46.80; PORTER'S OFFICE PRODUCTS $37.10; PREMIER TRUCK- SALT LAKE CITY $213.99; QUADIENT FINANCE USA, INV $1,000.00; R & A SAFETY LLC $939.50; RIDGELINE EXCAVATION INC $1,260.00; ROTARY CLUB OF JACKSON HOLE $317.30; RT1 INC $22.89; RUI INC. DBA VILLAGE GARDNER $581.24; RUSH INTERNATIONAL TRUCK CENTER $504.70; RYAN, JOHN $95.00; SANCHEZ-MACHUCA, ROSA $450.00; SCHECHTER, JONATHAN $1,850.00; SHELL EQUIPMENT COMPANY LLC $214.04; SHERWIN-WILLIAMS CO. $117.21; SIGN IT NOW INC $1,910.54; SILVERSTAR $3,565.89; SIMPLY NUC, INC $10,013.46; SJOBERG, HANNA $78.68; SMITH POWER PRODUCTS,INC. $70.55; SNAKE RIVER MEP COMPLETE, INC $435.00; SNAKE RIVER ROASTING $341.70; SNOW KING MOUNTAIN RESORT LLC $2,000.00; SOSA'S JANITORIAL SERVICE $16,200.00; SPECTRUM $99.99; SPRING CREEK ANIMAL HOSPITAL $373.89; SPSC POA - SOUTH PARK SERVICES CTR POA $303.82; STANARD & ASSOCIATES, INC $612.50; STANDARD INSURANCE COMPANY $20,400.56; STANDARD PLUMBING SUPPLY CO. $289.65; STEP BACK LEADERSHIP CONSULTING LLC $30,000.00; STONE, KIRK $2,940.00; SUSTAINABLE STRATEGIES DC, LLC $7,500.00; TETON COUNTY CLERK $691,810.86; TETON COUNTY INTEGRATED SOLID WASTE/RECY $28,297.68; TETON COUNTY PUBLIC HEALTH $200.00; TETON COUNTY PUBLIC WORKS $40,212.71; TETON COUNTY-FUND 10 $139,811.29; TETON COUNTY-FUND 13 $75,180.56; TETON COUNTY-FUND 19 $895,072.83; TETON LITERACY CENTER $6,700.00; TETON MOTORS INC $2,317.99; TETON MOUNTAIN RANCH $1,200.00; TETON ROPE ACCESS AND SERVICES, LLC $6,126.25; TETON TRASH REMOVAL, INC. $103.00; THE CHILDREN'S LEARNING CENTER $37,822.75; THE CONNOR E FIELD TRUST $2,575.00; THOMPSON LOGGING, INC $1,883.00; THOMSON WEST $1,860.30; T-MOBILE $37.46; TMSC LLC $17,105.02; TOP TIER TOOLS LLC $55.65; UCM DIGITAL HEALTH, INC $1,423.50; UNITED EDUCATION INSTITUTE $1,964.00; USA BLUE BOOK $1,991.05; VERIZON WIRELESS $11,787.50; VICTOR VILLAGE, LLC $1,560.00; VISA $43,805.28; VISION SERVICE PLAN - (WY) $3,620.06; VOICES JACKSON HOLE $7,500.00; WEBER, MICHELLE $617.20; WERTHEIMER, REBACCA $740.00; WEST COAST CODE CONSULTANTS $730.00; WESTBANK SANITATION $1,259.14; WESTERN CHARTERS AND TOURS, LLC $197,150.00; WESTERN STATE $3,295.28; WHITE GLOVE CLEANING, INC. $5,105.25; WILMA D SORSBY TRUST $3,150.00; WILSON, JOHN $2,200.00; WILSON, JOSH $250.00; WRENCH IT PLUMBING & HEATING INC $3,659.93; WY CHILD SUPPORT ENFORCEMENT $138.44; WY WORKERS' SAFETY & COMP $21,557.01; WYO CONFERENCE OF MUNI COURTS $375.00; WYOMING FIRST AID & SAFETY $83.71; WYOMING LAW ENFORCEMENT $105.00; WYOMING RETIREMENT SYSTEM $169,875.75; WYOMING.COM INC $10.00; YELLOW IRON EXCAVATION, LLC $4,050.00; YEVDOKIMOV, ANDREY $1,500.00.

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

D. **South Millward Water Main Replacement Contract Award.** To direct staff to amend the FY24 budget as described herein with the next budget resolution, award the contract to Westwood Curtis Construction, Inc. of Jackson, Wyoming, and authorize the Mayor to execute a contract for construction subject to review and final approval by the Town Attorney and Town Engineer.

E. **Miller Park Ground Lease with 4-H.** To approve the Town of Jackson notice to Teton County of nonrenewal of the Town-County Ground Lease Agreement, approve the termination of the Ground Lease Agreement and recordation of an appropriate document, and direct staff to negotiate a ground lease between the Town of Jackson and 4H for the 4H Building in Miller Park and present it for Council consideration at a future Council meeting.

F. **Per- and Polyfluroalkyl Substances Litigation: Retainer Agreement Modification.** To approve the amendment to the Napoli Shkolink retainer agreement and authorize the Town Attorney to execute the necessary document(s).

G. **Professional Services Agreement with West Code Consultants for Plan Review Services.** To approve the Agreement for Professional Plan Review Services between the Town of Jackson and West Coast Consultants Inc., attached to this staff report, and subject to minor changes by staff.

Perri Stern made public comment on the consent calendar. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Application for New Restaurant Liquor License at 140 N. Cache St. Suite B. Mayor Morton Levinson opened the public hearing. Lynsey Lenamond made staff comment. Council held discussion with staff. There was no public comment. Having considered Wyoming Statute 12-4-104(b) statutory factors, motion was made by Jim Rooks and seconded by Jonathan Schechter to approve the application for a new restaurant liquor license for Roosevelts LLC, subject to the following conditions, and further direct the Town Clerk's office to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv):

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

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

Development Plan at 380 S. Highway 89 (P23-226). Tyler Valentine made staff comment. Council held discussion with staff. There was no public comment. Jay Lems made applicant comment. Tanya Anderson made public comment. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve Development Plan P23-226 for a new 2-story, 12,366 sf bank at the property addressed at 380 S. Highway 89 based upon the findings and conditions listed below, the departmental reviews, and subject to this staff report dated April 15, 2024:

1. At the time of building permit submittal, an updated photometric map shall be provided that demonstrates no light trespass occurs beyond any property line.
2. Prior to issuance of a Certificate of Occupancy for the building, the applicant shall apply and be approved for a Basic Use Permit for the "Service" use and "Drive-thru ATM" use.

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

105 Mercill Ave. Units 101-103 Conditional Use Permit (P24-006). Katelyn Page made staff comment. Council held discussion with staff. Ethan Lobdell made applicant comment. There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve P24-006 for a Conditional Use Permit for an Assembly use at the properties addressed 105 Mercill Avenue Units 101-103, based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated April 15, 2024. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

210-230 N. Glenwood Sketch (P24-018). At the request of the applicant, this item was continued to May 6, 2024.

Development Agreement at 1080 South Park Loop Rd. (E23-0012). Brian Lenz made staff comment. Council held discussion with staff. Stephan Fodor with Fodor Law made comment on behalf of the applicant. There was no public comment. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve the Development Agreement between the Town of Jackson, Mogul Capital, and Teton County School District No. 1, and authorize the mayor to execute it subject to minor changes by staff. Jim Rooks requested an amendment to the 7th condition regarding Timing of Completion so that the left-turn lane needs to be completed by the first Certificate of Occupancy. Councilmembers Jorgensen and Sell Chambers consented to the friendly amendment. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 8:03 p.m. and reconvened at 8:11 p.m.

WAM Resolutions, Travel Authorization, and Voting Delegate. Susan Scarlata made staff comment. Andy Schwartz, contracted legislative liaison for the Town of Jackson, made public comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve the WAM Resolutions attached to this staff report related to support for retention of ownership of condominium plats, amending state statute to increase fees for liquor licenses, and fostering local revenue generation, with minor edits from staff and any additional Resolutions suggested at this meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to appoint Mayor Morton Levinson as Jackson's voting delegate for WAM's Summer Convention, and to provide the delegate with discretion to support other resolutions that align with the Town of Jackson's interests. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve travel for Councilmembers to attend WAM's 2024 Summer Convention. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolutions 24-04, 24-05, and 24-06: Public Art Guidelines, Gift Policy, and Monument Policy. Lea Colasuonno 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 adopt Resolutions, 24-04, 24-05, and 24-06 for the Town of Jackson Public Art Guidelines, Gift Policy, and Monument Policy, respectively. 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 Jim Rooks 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 Neighborhood High Density-1 (NH-1) Zone.

N 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:

There was no public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance P on third reading and designate it Ordinance 1370. Council held discussion. Mayor Morton Levinson called for the vote. The vote showed 3-2 with Mayor Morton Levinson, Jonathan Schechter, and Jim Rooks in favor and Jessica Sell Chambers and Jim Rooks opposed. The motion carried.

Ordinance Q. An Ordinance Regarding Compensation for 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

There was no public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance Q on third and final reading and designate it Ordinance 1371. Mayor Morton Levinson called for the vote. The vote showed 4-1 with Mayor Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jim Rooks in favor and Jessica Sell Chambers opposed. The motion carried.

Ordinance R. An Ordinance Granting Westbank Environmental Services, Inc. a Franchise.

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.

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

There was no discussion. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve Ordinance R on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council.

Early Learning Nation Policy Fellowship. Mayor Morton Levinson introduced the fellowship program. A motion was made by Jonathan Schechter and seconded by Jim Rooks to support Mayor Morton Levinson serve as an Early Learning Nation Fellow and to execute the memorandum of understanding with the Hunt Institute. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Town Manager's Report. Tyler Sinclair made staff comment. The Town Manager's report contained updates on the status and value of Sustainable Strategies grants, a letter of support for POWJH to receive grant funding to begin fecal pathogen monitoring of Flat Creek and Fish Creek, and temporary sign permit requests. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve the Town Manager's Report. Mayor Morton Levinson called for the vote. The vote showed all in favor. 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 9:00 p.m.

TOWN OF JACKSON

_____

ATTEST: Hailey Morton Levinson, Mayor

_____

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: April 24, 2024

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

APRIL 16, 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 9:00 A.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

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

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Michelle Weber, Susan Scarlata, and Riley Taylor.

Budget Overview. Tyler Sinclair, Kelly Thompson, Roxanne Robinson, Michelle Weber, and Zolo made staff comment. Council held discussion with staff.

Council recessed at 10:01am and reconvened at 10:08am.

Discussion continued. No motion was made.

Council recessed at 11:00am and reconvened at 11:15am. Mayor Morton Levinson left the meeting at 11:00am. Jessica Sell Chambers left the meeting at 11:00am and returned at 11:19am.

Design Review Committee Interviews. Council conducted interviews with Joe Bongiorno, Bridget Farley, and Dale Staten.

Executive Session. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn to executive session to discuss personnel matters in accordance with Wyoming Statutes 16-4-405(a)(ii). An amendment was made to recess to executive session to discuss personnel matters in accordance with Wyoming Statutes 16-4-405(a)(ii).

Council recessed at 12:00pm and reconvened at 12:16pm. Jessica Sell Chambers left the meeting at 12:16pm.

A motion was made by Jonathan Schechter and seconded by Jim Rooks to appoint Dale Staten to the Design Review Committee for a term which shall expire October 31, 2025 and appoint Bridget Farley to the Design Review Committee for a term which shall expire October 31, 2024. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried unanimously.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Pro Tempore Jorgensen called for the vote. The vote showed all in favor. The motion carried unanimously. Meeting adjourned at 12:18 p.m.

TOWN OF JACKSON

_____

ATTEST: Hailey Morton Levinson, Mayor

_____

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: April 24, 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
51	ACE HARDWARE	860310	GLOVES	03/12/2024	11.49	.00	
51	ACE HARDWARE	860915	PADLOCK	03/19/2024	59.94	.00	
51	ACE HARDWARE	861284	CAULKING MATERIALS	03/22/2024	53.95	.00	
51	ACE HARDWARE	861496	ANCHORS	03/25/2024	17.98	.00	
51	ACE HARDWARE	861584	LED LINEAR	03/26/2024	39.98	.00	
51	ACE HARDWARE	861642	CARABINER	03/27/2024	15.97	.00	
51	ACE HARDWARE	861660	WRENCH	03/27/2024	389.99	.00	
51	ACE HARDWARE	861686	HEX NUTS	03/27/2024	2.50	.00	
51	ACE HARDWARE	861715	LOCK BUT	03/27/2024	1.56	.00	
51	ACE HARDWARE	861758	WINDSHIELD WASH	03/28/2024	22.31	.00	
51	ACE HARDWARE	861813	HEX NUTS	03/28/2024	3.27	.00	
51	ACE HARDWARE	861862	TAPCON BIT	03/29/2024	17.98	.00	
51	ACE HARDWARE	861895	PRY BAR AND HAMMER	03/29/2024	50.86	.00	
51	ACE HARDWARE	861968	GLUE	04/01/2024	21.99	.00	
51	ACE HARDWARE	862033	FLEX HANDLE	04/01/2024	44.99	.00	
51	ACE HARDWARE	862214	JB ADHSV	04/03/2024	12.99	.00	
51	ACE HARDWARE	862232	HOLE PLUG	04/03/2024	6.75	.00	
51	ACE HARDWARE	862276	KEYS	04/03/2024	13.47	.00	
51	ACE HARDWARE	862401	SPACKLING	04/04/2024	47.97	.00	
51	ACE HARDWARE	862710	CANTILEVER TOOLBOX	04/08/2024	44.99	.00	
51	ACE HARDWARE	862938	CLEANING SUPPLIES	04/10/2024	377.74	.00	
51	ACE HARDWARE	863024	MOLD TEST KIT	04/10/2024	14.99	.00	
51	ACE HARDWARE	863099	KEYS	04/11/2024	16.47	.00	
51	ACE HARDWARE	863120	CLAMPS	04/11/2024	6.98	.00	
51	ACE HARDWARE	863178	LADDER	04/12/2024	74.99	.00	
51	ACE HARDWARE	863348	BATTERIES	04/14/2024	14.99	.00	
51	ACE HARDWARE	863407	LAMP	04/15/2024	50.97	.00	
51	ACE HARDWARE	863475	SUPPLIES	04/15/2024	52.97	.00	
51	ACE HARDWARE	863528	SCRAPER AND HEADLAMP	04/16/2024	60.44	.00	
51	ACE HARDWARE	863657	TRASH CANS AND GARBAGE B	04/16/2024	131.94	.00	
51	ACE HARDWARE	863744	LAWN FERTILIZER	04/17/2024	300.96	.00	
51	ACE HARDWARE	864146	KEYS	04/22/2024	24.21	.00	
51	ACE HARDWARE	864163	GLOVES	04/22/2024	11.99	.00	
	Total 51:				2,020.57	.00	
6861	ADVANCED NETWORK MANAG	BD0065019	VDI UPGRADE	04/08/2024	5,005.10	.00	
	Total 6861:				5,005.10	.00	
7436	ALPHA CARD SYSTEMS LLC	INV7283553	CLOUD BADGING SUBSCRIPTI	04/02/2024	479.88	.00	
	Total 7436:				479.88	.00	
6524	ALPHAGRAPHICS	JX-364686	BUS SIGNEAGE	02/29/2024	750.48	.00	
6524	ALPHAGRAPHICS	JX-376270	BUS SIGNAGE	04/03/2024	392.01	.00	
	Total 6524:				1,142.49	.00	
5726	AMAZON	041524	OUTSTANDING CREDIT INVOIC	04/15/2024	6,269.33-	.00	
5726	AMAZON	13QD-FN9N-N	TRAVEL PACK	03/22/2024	299.92	.00	
5726	AMAZON	1C3Y-3GLL-H3	LEADERSHIP BOOKS	04/16/2024	125.88	.00	
5726	AMAZON	1GMP-PVPC-1	SURFACE PRO	04/02/2024	1,749.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	1GQM-PLJH-1	BASEBALL CAPS	04/01/2024	55.40	.00	
5726	AMAZON	1PPG-ML4X-F	POWER CABLE	03/26/2024	35.96	.00	
5726	AMAZON	1VYH-9TXW-P	SUPPLIES	03/21/2024	484.43	.00	
5726	AMAZON	1X1X-WC9V-G	LOUPEDECK CREATIVE TOOL	03/26/2024	559.00	.00	
Total 5726:					2,959.74-	.00	
3530	AMSOIL INC #774148	22389140	SYNTHETIC 15W40 SS DIESEL	03/22/2024	1,779.23	.00	
Total 3530:					1,779.23	.00	
7221	ANDERS GLASS AND TINT	11890	WINDSHIELD REPLACEMENTS	03/09/2024	985.00	.00	
Total 7221:					985.00	.00	
383	ANTLER MOTEL, INC.	032524	MARCH ROOMS	03/25/2024	8,190.00	.00	
Total 383:					8,190.00	.00	
7027	ARISTORENAS, MARIA	042324	EQUITY TASK FORCE	04/23/2024	450.00	.00	
Total 7027:					450.00	.00	
6757	AXON ENTERPRISES, INC	INUS239004	BWC UNLIMITED WITH TAP	04/01/2024	47,014.17	.00	
6757	AXON ENTERPRISES, INC	INUS239300	FLEET 3 ADVANCED	04/01/2024	12,480.00	.00	
Total 6757:					59,494.17	.00	
7028	BADILLO, MARCELA	042324	EQUITY TASK FORCE	04/23/2024	450.00	.00	
Total 7028:					450.00	.00	
7033	BERGMAN, PIERRE	042324	EQUITY TASK FORCE	04/23/2024	450.00	.00	
Total 7033:					450.00	.00	
4920	BEST BEST & KRIEGER	992891	LEGAL 51148.00001 FRANCHIS	04/10/2024	7,214.00	.00	
4920	BEST BEST & KRIEGER	992892	LEGAL SERVICES 51148.00003	04/10/2024	412.50	.00	
Total 4920:					7,626.50	.00	
4774	BIG R RANCH & HOME	1662925	HOSES	04/22/2024	305.96	.00	
Total 4774:					305.96	.00	
3500	BISON LUMBER	2404-839123	2X6 MATERIAL	04/02/2024	644.40	.00	
3500	BISON LUMBER	2404-840817	CAUTION TAPE	04/22/2024	34.36	.00	
3500	BISON LUMBER	2404-840818	TAPE MEASURE	04/22/2024	46.19	.00	
Total 3500:					724.95	.00	
1560	BLUE SPRUCE CLEANERS,INC	040124MUN	MUNI COURT JUDGE ROBE	04/01/2024	24.60	.00	
Total 1560:					24.60	.00	
7039	BLUEBEAM, INC	1917712	ANNUAL SUBSCRIPTION	04/26/2024	2,340.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7039:					2,340.00	.00	
7323	BOBCAT OF ROCK SPRINGS	53932	BOBCAT PARTS	04/03/2024	280.96	.00	
Total 7323:					280.96	.00	
4634	BREAKFAST ROTARY OF JH	2588	QUARTERLY DUES FOR MICHE	04/17/2024	175.00	.00	
Total 4634:					175.00	.00	
6727	BRIGGS, ERIC L	27967	BATTERY	04/04/2024	253.81	.00	
6727	BRIGGS, ERIC L	28118	TOOLS	04/11/2024	34.50	.00	
Total 6727:					288.31	.00	
7345	CAMP ON INC	041024	RENT DEC - APRIL	04/10/2024	32,400.00	32,400.00	04/11/2024
Total 7345:					32,400.00	32,400.00	
5	CARQUEST AUTO PARTS INC.	6090-647696	BELTS	04/09/2024	18.46	.00	
5	CARQUEST AUTO PARTS INC.	6090-648277	tape	04/15/2024	541.50	.00	
5	CARQUEST AUTO PARTS INC.	6090-648278	LED WORK LAMP	04/15/2024	68.84	.00	
5	CARQUEST AUTO PARTS INC.	6090-648440	REACH	04/16/2024	62.52	.00	
Total 5:					691.32	.00	
102	CASELLE INC.	131930	CONTRACT SUPPORT	04/01/2024	1,897.00	.00	
Total 102:					1,897.00	.00	
544	CENTURYLINK	307-111-5050-2	307-111-5050 246m	04/07/2024	2,175.67	.00	
544	CENTURYLINK	334064254 032	307-733-3106 742B	03/13/2024	48.78	.00	
544	CENTURYLINK	680772197	Monthly bill for account 75912352	03/20/2024	145.39	.00	
Total 544:					2,369.84	.00	
69	COMMUNITY ENTRY SERVICES	041124	4th QUARTER	04/11/2024	45,000.00	.00	
Total 69:					45,000.00	.00	
514	CONRAD & BISCHOFF INC.	IN-015366-24	DSL FUEL	04/12/2024	32,224.96	.00	
514	CONRAD & BISCHOFF INC.	IN-015960-24	BULK DEF	04/15/2024	772.20	.00	
514	CONRAD & BISCHOFF INC.	IN-015961-24	DEF BULK	04/15/2024	240.90	.00	
Total 514:					33,238.06	.00	
4887	CONTROL SYSTEM TECHNOLO	11197	WWTP COLLECTIONS	04/15/2024	7,172.00	.00	
Total 4887:					7,172.00	.00	
3272	COPYWORKS, LLC	52427	PARKING SIGNAGE	04/10/2024	104.94	.00	
3272	COPYWORKS, LLC	52429	SCANNING BLUEPRINTS	04/10/2024	697.50	.00	
Total 3272:					802.44	.00	
1691	CORE & MAIN LP	U665818	METER SOFTWARE	04/08/2024	3,799.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 1691:				3,799.95	.00	
7437	COX, JOSHUA	041024	TRAVEL EXPENSES TO ACADE	04/10/2024	107.00	.00	
	Total 7437:				107.00	.00	
7030	DAY, JEAN	042324	EQUITY TASK FORCE	04/23/2024	450.00	.00	
	Total 7030:				450.00	.00	
4918	DEAN'S PEST CONTROL LLC	88938	PEST CONTROL	03/13/2024	110.00	.00	
4918	DEAN'S PEST CONTROL LLC	89280	PEST CONTROL	03/15/2024	60.00	.00	
4918	DEAN'S PEST CONTROL LLC	89310	PEST CONTROL	03/25/2024	100.00	.00	
	Total 4918:				270.00	.00	
65	DELCON INC	2217	BROKEN CONDUIT REPAIR	04/03/2024	9,971.98	.00	
	Total 65:				9,971.98	.00	
148	DELL	10745090728	VLA VIDEO CONFERENCE	04/26/2024	86,624.40	.00	
	Total 148:				86,624.40	.00	
708	DELTA DENTAL PLAN OF WYOM	040124	MARCH CLAIMS	04/01/2024	12,086.25	12,086.25	04/23/2024
708	DELTA DENTAL PLAN OF WYOM	040124	APRIL PREMIUM	04/01/2024	681.20	681.20	04/23/2024
	Total 708:				12,767.45	12,767.45	
7413	DEWBERRY ENGINEERS, INC	22403253	GIS SUPPORT	04/08/2024	840.00	.00	
	Total 7413:				840.00	.00	
3881	DEX IMAGING	AR11048149	CONTRACT COPIER	03/29/2024	96.76	.00	
	Total 3881:				96.76	.00	
7037	DICK ANDERSON CONSTRUCTI	041924	PAY APP 20	04/19/2024	383,459.80	.00	
	Total 7037:				383,459.80	.00	
6883	DIVISION OF CHILD SUPPORT	04172024	DCSE CASE #0005405448	04/17/2024	509.23	509.23	04/17/2024
	Total 6883:				509.23	509.23	
6939	DYNAMIC CONTROLS, LLC	37912	DOOR ACCESS PARTS	03/05/2024	9,462.00	.00	
	Total 6939:				9,462.00	.00	
3408	E.R. OFFICE EXPRESS	22125	TABLES AND CHAIRS	03/27/2024	2,006.67	.00	
3408	E.R. OFFICE EXPRESS	22219	TAPE	04/09/2024	28.32	.00	
3408	E.R. OFFICE EXPRESS	22248	office supplies	04/16/2024	104.69	.00	
	Total 3408:				2,139.68	.00	
6451	ELITE PARTS	10835	JETTER REELS	04/04/2024	538.05	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6451:					538.05	.00	
1134	ENERGY LABORATORIES INC.	620848	INFLUENT AND EFFLUENT	04/02/2024	479.00	.00	
1134	ENERGY LABORATORIES INC.	622327	INFLUENT AND EFFLUENT	04/10/2024	479.00	.00	
1134	ENERGY LABORATORIES INC.	623053	INFLUENT AND EFFLUENT	04/12/2024	479.00	.00	
1134	ENERGY LABORATORIES INC.	624734	INFLUENT AND EFFLUENT	04/19/2024	479.00	.00	
Total 1134:					1,916.00	.00	
81	EVANS CONSTRUCTION INC	100084	CREDIT DOUBLE PAID	09/21/2023	8,587.25-	8,587.25-	04/15/2024
81	EVANS CONSTRUCTION INC	100084	not a credit	09/21/2023	8,587.25	8,587.25	04/15/2024
81	EVANS CONSTRUCTION INC	100084	not a credit	09/21/2023	51,423.00	51,423.00	04/15/2024
Total 81:					51,423.00	51,423.00	
3195	FERGUSON ENTERPRISES, IN	2541745	PVC CHAN END CAP	04/22/2024	3.31	.00	
Total 3195:					3.31	.00	
4294	FIRE SERVICES OF IDAHO	12545797	QUARTERLY ALARM MONITORI	01/26/2024	90.00	.00	
4294	FIRE SERVICES OF IDAHO	12555215	SET UP FOR NEW SYSTEM	03/31/2024	725.00	.00	
Total 4294:					815.00	.00	
5337	FLAT CREEK WID	01	FLOOD MITIGATION	04/08/2024	1,516.25	.00	
Total 5337:					1,516.25	.00	
4709	FLEETPRIDE	115721121	STEEL DUST CAP	04/01/2024	22.11	.00	
4709	FLEETPRIDE	115796731	STEEL DUST PLUG	04/03/2024	26.29	.00	
Total 4709:					48.40	.00	
668	FREEDOM MAILING SERVICE I	47591	UTILITY BILLING	04/04/2024	892.48	.00	
668	FREEDOM MAILING SERVICE I	47591	WATER REPORT	04/04/2024	50.20	.00	
668	FREEDOM MAILING SERVICE I	47591	UTILITY BILLING	04/04/2024	892.48	.00	
Total 668:					1,835.16	.00	
7034	FRITTS, JASON	042324	EQUITY TASK FORCE	04/23/2024	450.00	.00	
Total 7034:					450.00	.00	
6452	FROG CREEK PARTNERS, LLC	1254	CAMP SERVICE	11/29/2023	1,160.70	.00	
Total 6452:					1,160.70	.00	
564	GEMPLERS INC.	INV000458097	POWER NOZZLE	04/18/2024	102.14	.00	
Total 564:					102.14	.00	
1609	GRAINGER	9069181742	CONCRETE REPAIR	03/28/2024	50.11	.00	
1609	GRAINGER	9077417617	CONCRETE REPAIR	04/05/2024	100.22	.00	
Total 1609:					150.33	.00	
7181	HANSEN EARTH WORKS LLC	2789	WATERLINE REPAIR	04/15/2024	16,196.35	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7181:					16,196.35	.00	
7342	HARMONY DESIGN, INC	23845	E-BIKE SAFETY IMPROVEMENT	03/22/2024	218.75	.00	
Total 7342:					218.75	.00	
7031	HERNANDEZ, BRANDON	042324	EQUITY TASK FORCE	04/23/2024	450.00	.00	
Total 7031:					450.00	.00	
96	HIGH COUNTRY LINEN	041724	START HOUSING APRIL	04/17/2024	350.00	.00	
96	HIGH COUNTRY LINEN	0431928	MATS @ TOWN HALL	03/28/2024	279.08	.00	
96	HIGH COUNTRY LINEN	0432248	WATER	03/28/2024	29.21	.00	
96	HIGH COUNTRY LINEN	0432248	BUILD MAINT	03/28/2024	18.96	.00	
96	HIGH COUNTRY LINEN	0432248	WWTP	03/28/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0432248	ADMIN	03/28/2024	3.33	.00	
96	HIGH COUNTRY LINEN	0432248	FLEET	03/28/2024	30.79	.00	
96	HIGH COUNTRY LINEN	0432248	SEWER	03/28/2024	16.83	.00	
96	HIGH COUNTRY LINEN	0432248	ADMIN	03/28/2024	9.97	.00	
96	HIGH COUNTRY LINEN	0432248	SHOP SUPPLIES	03/28/2024	51.85	.00	
96	HIGH COUNTRY LINEN	0432248	FACILITY	03/28/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0432248	STREET	03/28/2024	30.11	.00	
96	HIGH COUNTRY LINEN	0432782	BLACK MAT	04/01/2024	11.28	.00	
96	HIGH COUNTRY LINEN	0432785	MATS @ HOME RANCH RESTR	04/01/2024	52.55	.00	
96	HIGH COUNTRY LINEN	0433325	ADMIN	04/04/2024	9.97	.00	
96	HIGH COUNTRY LINEN	0433325	CREIDT	04/04/2024	6.65-	.00	
96	HIGH COUNTRY LINEN	0433325	STREET	04/04/2024	30.13	.00	
96	HIGH COUNTRY LINEN	0433325	BUILD MAINT	04/04/2024	169.33	.00	
96	HIGH COUNTRY LINEN	0433325	WWTP	04/04/2024	13.30	.00	
96	HIGH COUNTRY LINEN	0433325	WATER	04/04/2024	29.20	.00	
96	HIGH COUNTRY LINEN	0433325	ADMIN	04/04/2024	3.33	.00	
96	HIGH COUNTRY LINEN	0433325	CREIDT	04/04/2024	4.40-	.00	
96	HIGH COUNTRY LINEN	0433325	SHOP SUPPLIES	04/04/2024	56.25	.00	
96	HIGH COUNTRY LINEN	0433325	FACILITY	04/04/2024	6.65	.00	
96	HIGH COUNTRY LINEN	0433325	FLEET	04/04/2024	30.79	.00	
96	HIGH COUNTRY LINEN	0433325	SEWER	04/04/2024	16.82	.00	
96	HIGH COUNTRY LINEN	0433767	SHOP TOWELS FOR START	04/08/2024	83.83	.00	
96	HIGH COUNTRY LINEN	0434090	MATS @ TOWN HALL	04/09/2024	279.08	.00	
96	HIGH COUNTRY LINEN	0434173	MATS @ SHELTER	04/10/2024	81.15	.00	
96	HIGH COUNTRY LINEN	0434860	MATS @ HOME RANCH RESTR	04/15/2024	22.55	.00	
96	HIGH COUNTRY LINEN	0435163	MATS AND SHOP TOWELS @ W	04/17/2024	64.41	.00	
96	HIGH COUNTRY LINEN	0436059	MATS @ SHELTER	04/24/2024	81.15	.00	
96	HIGH COUNTRY LINEN	S0434311	BLEACH	04/10/2024	21.36	.00	
96	HIGH COUNTRY LINEN	S0435313	HYKO HD GALLON	04/18/2024	15.50	.00	
Total 96:					1,907.66	.00	
3342	HILTBRUNNER, ERIC	041124	SAFETY BOOTS	04/11/2024	100.00	.00	
Total 3342:					100.00	.00	
6455	HIRST APPLEGATE, LLP	219268	LEGAL SERVICES	04/02/2024	1,156.00	.00	
Total 6455:					1,156.00	.00	
7433	HOLTORF, ALEC R.	042424	BAIL RETURNED 24-04-0092 AN	04/24/2024	1,115.00	1,115.00	04/24/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7433:					1,115.00	1,115.00	
7064	HUB INTERNATIONAL	040124	NOV - JAN ADMIN FEES	04/01/2024	3,315.00	3,315.00	04/23/2024
Total 7064:					3,315.00	3,315.00	
4736	IDAHO CHILD SUPPORT RECEI	041724	case#426985	04/17/2024	564.20	564.20	04/17/2024
Total 4736:					564.20	564.20	
4677	IDEXX DISTRIBUTION, INC.	3148451953	COLILERT	03/21/2024	676.03	.00	
Total 4677:					676.03	.00	
7126	INEO SYSTRANS USA INC	9532700461	CONTRACT	04/08/2024	287,718.87	.00	
7126	INEO SYSTRANS USA INC	9532700462	CONTRACT	04/08/2024	88,071.61	.00	
7126	INEO SYSTRANS USA INC	9532700463	MASABI SUPPORT	04/08/2024	43,360.00	.00	
Total 7126:					419,150.48	.00	
106	INTERSTATE BATTERY	250002038	BATTERIES	04/09/2024	130.95	.00	
106	INTERSTATE BATTERY	250002113	CREDIT	04/16/2024	75.00-	.00	
Total 106:					55.95	.00	
6954	IVY OUTDOOR SERVICES LLC	0000076	TRASH SERVICES MARCH	04/01/2024	7,068.75	.00	
Total 6954:					7,068.75	.00	
6990	IXOM WATERCARE INC.	6801826	MOTOR CONTROL CORD	04/10/2024	682.00	.00	
Total 6990:					682.00	.00	
2	JACKSON CURBSIDE INC.	00031791	PW RECYCLING	04/10/2024	225.00	.00	
2	JACKSON CURBSIDE INC.	00031799	TOWN HALL RECYCLING	04/10/2024	525.00	.00	
2	JACKSON CURBSIDE INC.	00031802	DOWNTOWN RECYCLING	04/10/2024	1,130.00	.00	
Total 2:					1,880.00	.00	
6931	JACKSON DOWNTOWNER, LLC	JKD-1031	START ON DEMAND	03/12/2024	113,590.80	.00	
6931	JACKSON DOWNTOWNER, LLC	JKD-1032	START ON DEMAND	04/08/2024	118,685.27	.00	
Total 6931:					232,276.07	.00	
7163	JACKSON GROUP LOCKBOX	656881IF	FUEL FILTER	12/07/2023	195.36	.00	
7163	JACKSON GROUP LOCKBOX	665573IF	GLOVES	04/04/2024	125.00	.00	
7163	JACKSON GROUP LOCKBOX	665663IF	FILTERS	04/05/2024	76.98	.00	
7163	JACKSON GROUP LOCKBOX	665965IF	OIL FILTER	04/09/2024	134.15	.00	
Total 7163:					531.49	.00	
131	JACKSON HOLE NEWS & GUID	363418	AD#425854	03/13/2024	448.00	.00	
131	JACKSON HOLE NEWS & GUID	363926	AD#425703 hillclimb	03/31/2024	436.80	.00	
131	JACKSON HOLE NEWS & GUID	364009	AD#425991	03/31/2024	300.00	.00	
131	JACKSON HOLE NEWS & GUID	364143	AD#426617	04/10/2023	142.50	.00	
131	JACKSON HOLE NEWS & GUID	364144	AD#426616	04/10/2024	85.50	.00	
131	JACKSON HOLE NEWS & GUID	364145	AD#426511	04/10/2024	385.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	364197	AD#426699	04/10/2024	456.00	.00	
131	JACKSON HOLE NEWS & GUID	364343	AD#426511	04/17/2024	385.00	.00	
131	JACKSON HOLE NEWS & GUID	364380	AD#426927	04/17/2024	38.00	.00	
131	JACKSON HOLE NEWS & GUID	364381	D#426926	04/17/2024	42.75	.00	
131	JACKSON HOLE NEWS & GUID	364394	AD#426841	04/17/2024	456.00	.00	
131	JACKSON HOLE NEWS & GUID	364395	AD#426856	04/17/2024	304.00	.00	
131	JACKSON HOLE NEWS & GUID	364549	AD#427086	04/24/2024	38.00	.00	
131	JACKSON HOLE NEWS & GUID	364567	AD#427192	04/24/2024	456.00	.00	
Total 131:					3,973.55	.00	
239	JH20 WATER CONDITIONING &	2874	water @ WWTP	04/16/2024	100.00	.00	
Total 239:					100.00	.00	
139	JORGENSEN ASSOCIATES, PC	53230	18047 GREGORY LANE	03/06/2024	389.36	.00	
139	JORGENSEN ASSOCIATES, PC	53230	18047 GREGORY LANE	03/06/2024	389.36	.00	
139	JORGENSEN ASSOCIATES, PC	53230	18047 GREGORY LANE	03/06/2024	55,474.37	.00	
139	JORGENSEN ASSOCIATES, PC	53231	18047 GREGORY LANE	03/06/2024	17,512.05	.00	
139	JORGENSEN ASSOCIATES, PC	53348	19137 FLAT CREEK SEWER	04/03/2024	2,604.38	.00	
139	JORGENSEN ASSOCIATES, PC	53348	19137 FLAT CREEK SEWER	04/03/2024	22,276.54	.00	
139	JORGENSEN ASSOCIATES, PC	53348	19137 FLAT CREEK SEWER	04/03/2024	2,910.63	.00	
139	JORGENSEN ASSOCIATES, PC	53354	22182 MILLWARD WATER LINE	04/03/2024	17,458.75	.00	
139	JORGENSEN ASSOCIATES, PC	53437	18047 GREGORY LANE	04/12/2024	29.46	.00	
139	JORGENSEN ASSOCIATES, PC	53437	18047 GREGORY LANE	04/12/2024	20,676.98	.00	
139	JORGENSEN ASSOCIATES, PC	53437	18047 GREGORY LANE	04/12/2024	29.46	.00	
139	JORGENSEN ASSOCIATES, PC	53438	18047 GREGORY LANE	04/12/2024	10,335.15	.00	
139	JORGENSEN ASSOCIATES, PC	53451	23007 TOJ DETAIL LIBRARY UP	04/15/2024	1,090.00	.00	
Total 139:					151,176.49	.00	
7029	KRUEGER, ERICA JADE	042324	EQUITY TASK FORCE	04/23/2024	450.00	.00	
Total 7029:					450.00	.00	
4102	LACAL EQUIPMENT, INC	0407465-IN	DIRT RUNNER AND SCRAPERS	04/09/2024	341.36	.00	
Total 4102:					341.36	.00	
6926	LEGACY PHILANTHROPY WOR	TOJ2024-1	SNAKE RIVER HEADWATERS S	04/09/2024	2,500.00	.00	
Total 6926:					2,500.00	.00	
5691	LEPCO	56715	CHEM DELIVERY	04/01/2024	1,475.72	.00	
5691	LEPCO	56911	CHEM DELIVERY	04/16/2024	789.32	.00	
Total 5691:					2,265.04	.00	
2224	LOCAL GOV'T LIABILITY POOL	15208	DEDUCTIBLE KAMPAI	04/10/2024	1,000.00	.00	
Total 2224:					1,000.00	.00	
2602	LUMINATOR TECHNOLOGY GR	75912352	wrong vendor	03/20/2024	283.19-	.00	
Total 2602:					283.19-	.00	
7309	MADERA BUILDERS, LLC	1065	CONCRETE DEMO AND BUS BA	04/10/2024	2,164.74	.00	
7309	MADERA BUILDERS, LLC	1065	CONCRETE DEMO AND BUS BA	04/10/2024	2,450.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7309:					4,614.74	.00	
998	METROQUIP INC	P26124	CHAIN ROLLER	04/09/2024	47.38	.00	
Total 998:					47.38	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6842782001	MISC BOLTS AND NUTS	03/28/2024	285.98	.00	
Total 4623:					285.98	.00	
257	NAPA AUTO PARTS INC.	208486	STRIKER, CLEANER KIT	03/20/2024	10.18	.00	
257	NAPA AUTO PARTS INC.	211228	OIL FILTER	04/03/2024	88.80	.00	
257	NAPA AUTO PARTS INC.	213863	SUPPLIES	04/16/2024	19.97	.00	
257	NAPA AUTO PARTS INC.	214149	CONNECTOR	04/17/2024	14.58	.00	
257	NAPA AUTO PARTS INC.	214202	CONNECTOR	04/17/2024	15.72	.00	
257	NAPA AUTO PARTS INC.	214239	ADAPTER	04/17/2024	2.46	.00	
257	NAPA AUTO PARTS INC.	214839	LAMP	04/19/2024	95.36	.00	
Total 257:					247.07	.00	
187	NELSON ENGINEERING	63966	22-278 TOJ SEWER	03/21/2024	3,255.00	.00	
187	NELSON ENGINEERING	64001	21-060-01 JACKSON THAW WEL	03/25/2024	531.25	.00	
Total 187:					3,786.25	.00	
7035	NOLAND, STACY	042324	EQUITY TASK FORCE	04/23/2024	450.00	.00	
Total 7035:					450.00	.00	
5037	OLDCASTLE PRECAST INC	230219112	CIR COVER	10/16/2023	938.00	.00	
Total 5037:					938.00	.00	
1504	ONE CALL OF WYOMING	70873	MARCH TICKETS	04/05/2024	27.00	.00	
1504	ONE CALL OF WYOMING	70873	MARCH TICKETS	04/05/2024	27.00	.00	
Total 1504:					54.00	.00	
5707	PERFORM PRINTING LLC	TG1490	PARKING TICKET ROLLS	04/18/2024	2,731.69	.00	
Total 5707:					2,731.69	.00	
4894	PLATT	5B37048	C-H	04/12/2024	2,126.38	.00	
Total 4894:					2,126.38	.00	
6260	POLISEO, FLOREN	040324	REIMBURSE FOR TRAVEL TO LI	04/03/2024	1,850.00	.00	
Total 6260:					1,850.00	.00	
7440	PRISTINE EXTERIORS LLC	0000779	HOME RANCH WINDOWS	04/18/2024	309.00	.00	
7440	PRISTINE EXTERIORS LLC	000780	WINDOW CLEANING TOWN HA	04/19/2024	309.00	.00	
Total 7440:					618.00	.00	
1839	RAFTER J IMPROV/SERV DIST	4746	1ST QUARTER BILLING	04/01/2024	146.43	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 1839:				146.43	.00	
4989	RIPLEYS VACUUM CENTER, IN	220000007098	PAPER PRODUCTS	04/04/2024	113.00	.00	
	Total 4989:				113.00	.00	
7032	SANCHEZ-MACHUCA, ROSA	042324	EQUITY TASK FORCE	04/23/2024	450.00	.00	
	Total 7032:				450.00	.00	
7435	SHORELINE CONSULTING	0000242	EQUITY TASK FORCE SUPPOR	04/01/2024	6,250.00	.00	
	Total 7435:				6,250.00	.00	
4548	SILVER CREEK SUPPLY	0014702694-0	PIPE	03/22/2024	26.27	.00	
4548	SILVER CREEK SUPPLY	001471053-00	PIPE	03/22/2024	13.64	.00	
4548	SILVER CREEK SUPPLY	0014781721-0	EXTENSION TUBE	03/28/2024	16.72	.00	
4548	SILVER CREEK SUPPLY	0014824850-0	BOLT PAK	04/01/2024	18.84	.00	
4548	SILVER CREEK SUPPLY	0015057601-0	BRASS VALVES	04/16/2024	108.55	.00	
	Total 4548:				184.02	.00	
585	SINCLAIR, TYLER	040324	TRAVEL EXPENSES REIMBURS	04/03/2024	1,850.00	.00	
	Total 585:				1,850.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	8557	AIR HANDLER START	02/29/2024	570.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	8582	DEFROST BOAR	03/07/2024	907.61	.00	
	Total 5632:				1,477.61	.00	
5633	SNAKE RIVER SUPPLY, LLC	040924	SHORT PAID LAST INVOICE	04/09/2024	1,000.00	.00	
	Total 5633:				1,000.00	.00	
7050	SOSA'S JANITORIAL SERVICE	0000010	TOWN HALL CLEANING	04/01/2024	5,400.00	.00	
	Total 7050:				5,400.00	.00	
3961	SPECTRUM	173067801040	MONTHLY SERVICES	04/07/2024	99.99	.00	
	Total 3961:				99.99	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334624782	ANIMAL CARE	04/11/2024	120.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334624783	ANIMAL CARE	04/11/2024	499.52	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334624784	ANIMAL CARE	04/11/2024	134.20	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334624785	ANIMAL CARE	04/11/2024	96.78	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334624786	ANIMAL CARE	04/11/2024	134.20	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334624941	ANIMAL CARE	04/15/2024	69.02	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334624942	ANIMAL CARE	04/15/2024	124.27	.00	
	Total 1505:				1,177.99	.00	
6871	STANDARD INSURANCE COMP	040124	APRIL VOLUNTARY LIFE	04/01/2024	1,062.50	1,062.50	04/23/2024
6871	STANDARD INSURANCE COMP	040124	APRIL LIFE, LTD AND STD	04/01/2024	6,774.14	6,774.14	04/23/2024
6871	STANDARD INSURANCE COMP	040124	APRIL VOLUNTARY POLICES	04/01/2024	2,035.87	2,035.87	04/23/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6871:					9,872.51	9,872.51	
6091	STEP BACK LEADERSHIP CON	030324	LEADERSHIP TRAINING	03/30/2024	36,000.00	.00	
Total 6091:					36,000.00	.00	
7155	STOUT, RICHARD D.	041824	PROFESSIONAL SERVICES	04/18/2024	350.00	.00	
Total 7155:					350.00	.00	
1054	SUNRISE ENVIRONMENTAL	15532	ASSAULT	04/10/2024	298.23	.00	
Total 1054:					298.23	.00	
7076	SUSTAINABLE STRATEGIES DC	3866	GRANT CONSULTING SERVICE	04/01/2024	7,500.00	.00	
Total 7076:					7,500.00	.00	
6554	TETON COUNTY HISTORIC	042924	3RD & 4TH QUARTER PAYMENT	04/29/2024	26,850.00	.00	
Total 6554:					26,850.00	.00	
581	TETON COUNTY INTEGRATED	9511	CARBOARD PICKUP	04/01/2024	345.00	.00	
581	TETON COUNTY INTEGRATED	9699	FLUORESCENT BULB RECYCLI	04/18/2024	66.30	.00	
Total 581:					411.30	.00	
55	TETON COUNTY SHERIFF'S-JAI	668	MARCH INMATES	04/03/2024	648.00	.00	
Total 55:					648.00	.00	
268	TETON MOTORS INC	5109697	HOSE	04/10/2024	90.96	.00	
Total 268:					90.96	.00	
7151	TETON TRUST FOR HISTORIC	042524	3RD & 4TH QUARTER	04/25/2024	12,500.00	.00	
Total 7151:					12,500.00	.00	
6363	TMSC LLC	2021-006-4 03	OBSERVE AND REPORT	03/31/2024	960.00	.00	
6363	TMSC LLC	2024-005-05 0	FACILITIES MAINTENANCE	03/31/2024	481.41	.00	
Total 6363:					1,441.41	.00	
7311	TOP TIER TOOLS LLC	CEP37645050	TOOLS	04/09/2024	118.25	.00	
7311	TOP TIER TOOLS LLC	CEP37645350	TOOLS	04/09/2024	1,309.50	.00	
Total 7311:					1,427.75	.00	
7438	TRANSPORTATION SAFETY INS	FT00562-2409	REGISTRATION FOR GAIL LUN	04/02/2024	145.00	.00	
Total 7438:					145.00	.00	
5038	TREFONAS LAW, P.C.	033124	LEGAL SERVICES	03/31/2024	2,285.81	.00	
Total 5038:					2,285.81	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3727	TREFREN, TRACEY	040824	TRAVEL EXPENSES	04/08/2024	358.20	.00	
	Total 3727:				358.20	.00	
7284	UCM DIGITAL HEALTH, INC	38528	APRIL PREMIUM	04/01/2024	955.50	955.50	04/23/2024
	Total 7284:				955.50	955.50	
777	UPPER CASE PRINTING INK	1634	WATER QUALITY INFO	04/03/2024	234.06	.00	
	Total 777:				234.06	.00	
7361	US HOMES LLC	050124	VICTOR MAY RENT	04/01/2024	1,560.00	1,560.00	04/15/2024
	Total 7361:				1,560.00	1,560.00	
293	US POSTAL SERVICE	0420224	Brm permit	04/20/2024	320.00	.00	
	Total 293:				320.00	.00	
706	USA BLUE BOOK	INV00325650	FERROMAGNETIC LOCATER	04/04/2024	998.95	.00	
706	USA BLUE BOOK	INV00335883	MOLYBDENUM SET	04/16/2024	197.38	.00	
	Total 706:				1,196.33	.00	
1949	VERIZON WIRELESS	9958101879	wrong vendor	03/01/2024	87.00-	87.00-	04/09/2024
1949	VERIZON WIRELESS	9960598571	charges for account 871451763-0	04/01/2024	10,370.39	.00	
	Total 1949:				10,283.39	87.00-	
5022	VISION SERVICE PLAN - (WY)	820070138	APRIL PREMIUM	03/17/2024	1,810.03	1,810.03	04/23/2024
	Total 5022:				1,810.03	1,810.03	
7330	VOICES JACKSON HOLE	TOJ-2024-1	FOCUS GROUP	04/15/2024	8,630.00	.00	
	Total 7330:				8,630.00	.00	
517	WAM	17729	WWW REGISTRATIONS	01/12/2024	2,080.00	.00	
	Total 517:				2,080.00	.00	
4848	WAMCO LAB, INC.	14910	EFFLUENT TESTING	04/17/2024	550.00	.00	
	Total 4848:				550.00	.00	
2247	WATKINS, MARK	42424	MILEAGE REIMBURSEMENT FO	04/24/2024	99.16	.00	
	Total 2247:				99.16	.00	
244	WATTS STEAM STORE ROCKY	7188835	PRESSURE WASHER REPAIR	04/03/2024	2,877.56	.00	
	Total 244:				2,877.56	.00	
7439	WELCH EQUIPMENT COMPANY,	V30146711	RAYMOND STAND-UP COUNTE	03/29/2024	64,694.00	.00	
	Total 7439:				64,694.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6226	WEST COAST CODE CONSULT	UT24-579-003	PLAN REVIEW FEES	04/12/2024	3,400.00	.00	
Total 6226:					3,400.00	.00	
563	WESTBANK SANITATION	4493695T022	WWTP trash	04/01/2024	1,125.45	.00	
Total 563:					1,125.45	.00	
6788	WESTERN CHARTERS AND TO	12656	BUS SERVICE	04/15/2024	25,565.00	.00	
Total 6788:					25,565.00	.00	
6295	WESTERN RECORDS DESTRU	M11659	SHREDDING	04/09/2024	572.00	.00	
Total 6295:					572.00	.00	
1640	WESTERN STATE	IN002732809	LEVER DOWEL	03/25/2024	20.81	.00	
1640	WESTERN STATE	IN002749388	CUTTING EDGE	04/09/2024	2,293.00	.00	
Total 1640:					2,313.81	.00	
2995	WHEELER TANK TESTING, INC.	2629	LINE AND LEAK TESTING	04/12/2024	3,000.00	.00	
Total 2995:					3,000.00	.00	
472	WHITE GLOVE CLEANING, INC.	1758B	HOUSE CLEANING	03/31/2024	308.88	.00	
472	WHITE GLOVE CLEANING, INC.	1793B	PW CLEANING	03/31/2024	1,500.00	.00	
472	WHITE GLOVE CLEANING, INC.	220000006992	PAPER, SOAP AND LINERS	03/19/2024	733.50	.00	
472	WHITE GLOVE CLEANING, INC.	220000006993	PAPER, SOAP AND LINERS	03/19/2024	512.00	.00	
472	WHITE GLOVE CLEANING, INC.	220000006994	PAPER, SOAP AND LINERS	03/19/2024	552.50	.00	
472	WHITE GLOVE CLEANING, INC.	220000006995	PAPER	03/19/2024	400.00	.00	
472	WHITE GLOVE CLEANING, INC.	220000006998	HAND TOWELS	03/19/2024	240.00	.00	
472	WHITE GLOVE CLEANING, INC.	220000006999	LINERS	03/19/2024	40.50	.00	
Total 472:					4,287.38	.00	
5489	WRENCH IT PLUMBING & HEATI	11648	HOME RANCH RESTROOMS	04/05/2024	495.00	.00	
Total 5489:					495.00	.00	
3619	WY CHILD SUPPORT ENFORCE	04172024	case 223670	04/17/2024	34.61	34.61	04/17/2024
3619	WY CHILD SUPPORT ENFORCE	04172024	case 223669	04/17/2024	34.61	34.61	04/17/2024
Total 3619:					69.22	69.22	
4198	WYOMING FIRST AID & SAFETY	80006424	first aid kit resupply	04/03/2024	197.15	.00	
Total 4198:					197.15	.00	
3767	XYLEM CCI	1071894	SENSOR	04/05/2024	343.75	.00	
Total 3767:					343.75	.00	
2842	YELLOW IRON EXCAVATION, LL	240229011120	455 VINE	02/29/2024	80.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240401060427	TRASH @ SHELTER	03/31/2024	225.00	.00	
Total 2842:					305.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Grand Totals:					1,905,188.70	116,274.14	

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

City Treasurer: _____

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.

STAFF REPORT

Meeting Date:	May 6, 2024	**Meeting Title:**	Town Council Regular - Consent
Submitting Department:	Public Works	**Presenter:**	Brian Lenz
Agenda Item:	Stilson Transit Center - Sewer Connection Request (E24-0027)	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is for Council to consider request by Wilson Sewer District for additional Town sewer collection and treatment services for the expansion of the Stilson Transit Center (STC) facility at 1455 North Beckley Park Way.

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

Recommendations.
Staff recommends approval of the applicant's request and the other county lots at Stilson for Town sewer collection and treatment services subject to 1) the proposed conditions of approval and 2) that the proposed conditions of approval, along with other necessary contract terms/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 STC facility is located adjacent to the intersection of Highway 22 and Highway 390 (Moose Wilson Road), see Figure 1. The property is owned by Teton County and the applicant is the Wilson Sewer District. The site is developed as a transit center and is currently served by an on-site wastewater treatment system and a domestic well. Given the proximity to the Wilson Sewer District's sewer main, the opportunity exists to connect to the existing Wilson Sewer District's system.

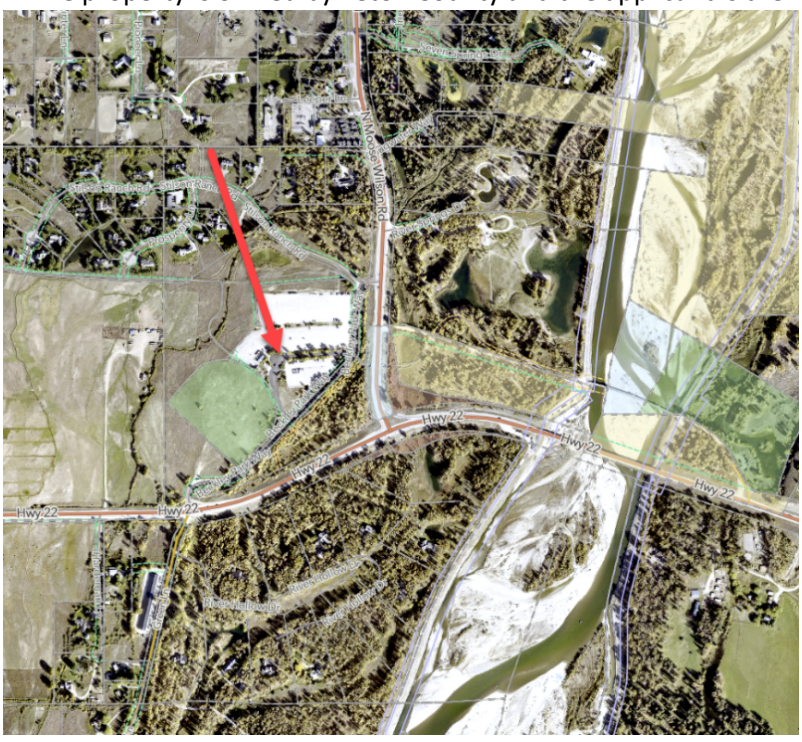


Figure 1. Vicinity Map

The facility is a transit hub for START Bus, outdoor enthusiasts, ride-sharers, employees and students traveling to and from Teton County, Wyoming. Most of the facility is parking, with adjacent pathways and a small building with two restrooms. The request is for the STC facility as it is proposed to be redeveloped, including six bus bays, electric car charging facilities, public parking, covered bike parking and pathway improvements to serve local and regional transit needs.

The project is being undertaken by Teton County and the Town of Jackson as part of the BUILD grant award.

Figure 2. Proposed Stilton Transit Center site plan.

Not included in WSD's request, but adjacent the site is additional land owned by Teton County to be used as a park. Staff's recommended approval is to include all the county owned properties in this area to approval.

Wilson Sewer District has an existing connection and use agreement with the town from 2003 when the district was initiated. Since then Town has approved several connections outside the district to connect. At the October 4, 2021 regular Council meeting, as part of an approval for sewer services from Indian Springs Ranch, Council essentially directed staff to update the Wilson Sewer Agreement to bring the agreement up to the current standard for agreements and to accommodate the WSD's outside users. Ultimately, Indian Springs Ranch did not pursue their connection through the Wilson Sewer District connection and while the Town attorney initiated work on the WSD agreement, it was never completed. The recommendation and motion for this request includes updating the Wilson Sewer District's agreement.

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 an upgrade of an existing for an existing facility that uses on-site septic. The development will be an outside party to the Wilson Sewer District and ultimately be part of the WSD.

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 wastewater systems that were not considered in the study. The Town has capacity to 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 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 and zoned Public / Semi-public.

4. Deed Restricted and/or Workforce Housing
   There are no existing deed restricted or workforce housing units included in the application service area. While no housing is included in the proposed development the project is part of the regional transportation plan.

5. Potential For Reduced Environmental Impact
   The proposed connection will eliminate a potential source of environment and water quality degradation and will eliminate an existing septic system. According to the Teton County Water Quality Management Plan, the project is located in very high susceptibility and high vulnerability zones.

6. Geographical Location
   The property is within 500 feet of existing Wilson Sewer District infrastructure.

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. The applicant is responsible for paying for any and all necessary upgrades required by the connection. Should Council approve this recommended request for sewer services, the Town will work with the Applicant to evaluate and determine any necessary improvements to the Town's systems.

CONDTIONS OF APPROVAL

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

1. The approval is for allowed development from Teton County owned land in the vicinity of the STC, generally including the STC and facilities to serve the park. Wastewater volumes shall be limited to those approved and capacity paid for by permitted connection.
2. That a revised Wilson Sewer District 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 providing technical studies and evaluations of the downstream impact on existing sewers, lift stations and treatment facilities.
4. 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.
5. 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. The motion provides for waiving of the fees

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 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 4-8 hours between Public Works, Planning, Legal and Administration staff.

Step 2: Drafting and Consideration of the Connection and Use Agreement for Sewer Services will have the require the estimated times.

- CUA Sewer Drafting: 10-20 Hours for each Administration, Legal, and Public Works, for a total of 30-60 hours.
- CUA Finalization and Staff Reports: 8-16 Hours for each Administration, Legal, and Public Works for a total of 24 to 48 hours.

Step 3: Connection Permits for a system can take 8-24 hours and each individual connection and additional 4-8 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 Wilson Sewer District's request for additional wastewater collection and treatment services subject to the conditions of approval set forth in this staff report,
2. direct staff to draft the appropriate Connection and Use Agreement,
3. present the Agreements to Council for consideration at a future Council Meeting, and
4. 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.

Step 1. WSD to Submit Town of Jackson Planning Permit and Report to ToJ

DocuSign Envelope ID: 4A88E505-30C4-4F28-9BED-9F0BDEB33A8F

PLANNING PERMIT APPLICATION
Planning & Building Department

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

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

For Office Use Only

Fees Paid _____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: Stilson Transit Center and TCPR Sewer Connection

Physical Address: Beckley Parkway

Lot, Subdivision: Lot 2 and 7 Stilson Park Subdivision PIDN: 22-41-17-23-4-10-003 & TBD

PROPERTY OWNER.

Name: Teton County Phone: 307-732-8580

Mailing Address: PO Box 3594, Jackson, WY ZIP: 83001

E-mail: Heather Overholser <hoverholser@tetoncountywy.gov>

APPLICANT/AGENT.

Name: Wilson Sewer District Phone: 307-733-2087

Mailing Address: PO Box 1587, Afton, WY ZIP: 83110

E-mail: Suzanne Lagerman <slagerman@nelsonengineering.net>

DESIGNATED PRIMARY CONTACT.

_____Property Owner X Applicant/Agent

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

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

_____Development Plan

_____Design Review

Subdivision/Development Option

_____Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Map Amendment

Miscellaneous

X **Other:** sewer connection

_____Environmental Analysis

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

Pre-application Conference #: _____ Environmental Analysis #: _____

Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

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

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

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

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

DocuSigned by:

Suzanne Lagerman

Signature of Property Owner or Authorized Applicant/Agent

3/6/24

Date

Suzanne Lagerman

Name Printed

Assistant District Engineer

Title

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

Date: 3/6/2024

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual: HEATHER OVERHOLSER Title: DIRECTOR OF PUBLIC WORKS

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

Address of Premises: BECKLEY PARK WAY

Legal Description: LOT 2 AND 7 OF STILSON PARK SUBDIVISION
Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: WILSON SEWER DISTRICT (SUZANNE LAGERMAN)

Mailing address of Applicant/agent: PO BOX 1607 WILSON WY, 83014

Email address of Applicant/agent: slagerman@nelsonengineering.net

Phone Number of Applicant/agent: 307-733-2087

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified is this(these) application(s) at the premises listed above:

☐ Development/Subdivision Plat Permit Application ☐ Building Permit Application

☐ Public Right of Way Permit ☐ Grading and Erosion Control Permit ☐ Business License Application

☐ Demolition Permit ☐ Home Occupation ☒ Other (describe) REQUEST TO CONNECT - SEWER CONNECTION

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

Property Owner Signature

Teton County Director of Public Works
Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner

STATE OF Wyoming)
) SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Heather Overholser this 6th day of March. WITNESS my hand and official seal.

Notary Public

My commission expires

KELLY LANDOWSKI
Notary Public - State of Wyoming
Commission ID: 167943
My Commission Expires Dec. 20, 2028

JORGENSEN

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

Wednesday, March 6, 2024

Brian Lenz
Town of Jackson Engineering
450 W Snow King Ave
Jackson, Wyoming 83001

RE: Stilson Transit Center, Sewer Connection
Jorgensen Associates, Inc., Project No. 21068 WO 2&3 No. 1

Dear Brian,

We are requesting a full waiver of fees for sewer connection applications associated with the Stilson Transit Center. This project is being undertaken by Teton County and the Town of Jackson as part of the BUILD grant award and will be constructed by both Teton County and the Town of Jackson to serve the community of Teton County – residents and visitors alike. The Transit Center will consist of six bus bays to serve both local and regional transit needs, electric car charging facilities, public parking, and covered bike parking, as well as a small re-route of the Wilson-Stilson pathway to better accommodate our essential wildlife buffers. The land is owned by Teton County and will be leased to the Town of Jackson for START bus operation.

Should you have any questions or require additional information, please do not hesitate to contact me at our office. Thank you for your assistance.

Sincerely,

JORGENSEN ASSOCIATES, INC.

Jaclyn Knori

February 12, 2024

Town of Jackson
Public Works Department
450 W Snow King Avenue
Jackson, WY 83001

Dear Sir or Ma'am,

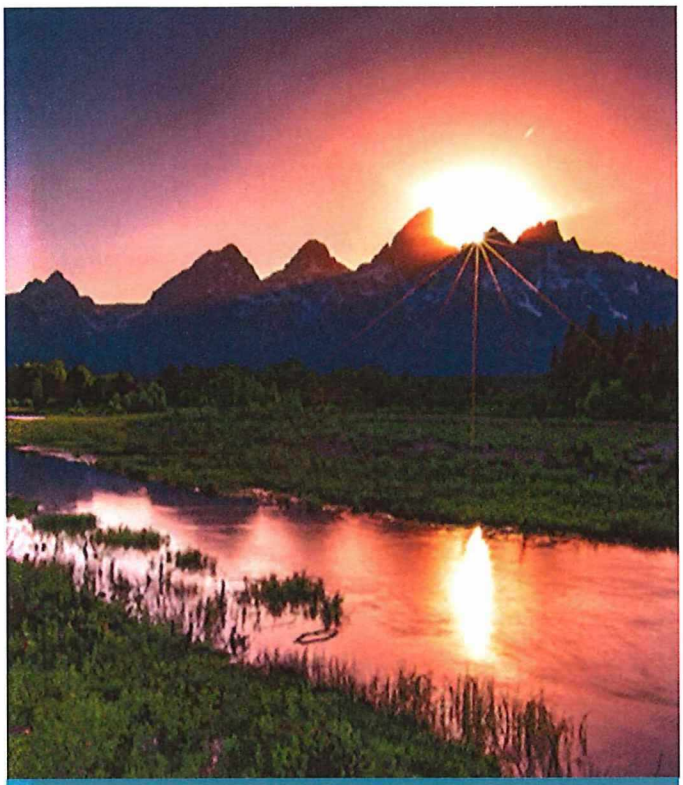
Attached is the Stilson Transit Center Sewer Connection Engineering Report addressing the connection of the proposed Stilson Transit Center Project to the Town of Jackson sewer collection infrastructure by way of the Wilson Sewer District Sewer System.

Should the town require any further information or support, please do not hesitate to contact any of the project team to facilitate clarification or additional documentation.

Sincerely,
HDR Engineering, Inc.

Marcus Krall, PE

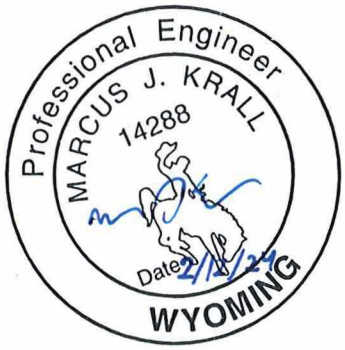
Wyoming Water Lead/Manager
HDR
325 Main Street (PO Box 467)
Lander, WY 82520
D 307.228.6082 **M** 307.630.3634
Marcus.Krall@hdrinc.com



Stilson Transit Center Sewer Connection Engineering Report

1455 Beckley Parkway
Wilson, Wyoming 83014

February 12, 2024



PROJECT DESCRIPTION AND BACKGROUND

Teton County is requesting authorization for connection of the proposed Stilson Transit Center Project to the Wilson Sewer District Sewer System. This project will consist of the construction of a new Park and Ride facility, which will include a 380-space paved lot, a 2,900 square-foot transit center structure, along with walking and biking pathway connections to existing paths, and a covered bicycle parking structure. The facility will contain six water closets, two urinal assemblies, four lavatories and a potable water dispenser/bottle fill station. Additionally, the Teton County Parks and Recreation Department would request future permission for connection of a restroom facility likely containing four water closets, two urinal assemblies, along with three faucets, and another drinking fountain providing service to a ballfield which is slotted for future development approximately 200 feet southwest of the Transit Center. The location of the project will be Lot 7 of the Stilson Park Subdivision (Amended), which sits approximately 700 feet northwest of the intersection of Wyoming Highways 390 and 22. Please refer to Appendix E for the proposed site layout. Locally treated potable water service will be provided to the transit and ballfield facilities by way of a proposed on-site well, contingent on permitting approval. Stormwater and surface runoff will be mitigated onsite and allowed to drain to surrounding green zone areas for natural infiltration into the groundwater table. This project has been deemed a necessary priority by the community as it provides enhanced multi modal active transportation options for regional and local users. The project benefits include increased transit service which leads to a reduction in single occupancy vehicle usage which thereby reduces emissions, enhances quality of life, and assists with the goal of reducing wildlife collisions.

REASON FOR REQUEST AND ALTERNATES CONSIDERED

This construction will constitute a new development and thereby increase the input to the Town of Jackson's treatment system. A quantified analysis of anticipated impacts can be found in the 'Estimated Demands' portion of this report. Given the proposed scale of the development and anticipated usage volume, no other alternatives for sewer treatment were considered, as the design team deemed any onsite collection and treatment to be unfeasible from both an environmental impact and a serviceability perspective. Metering of water usage for the facility will be conducted by industry standard means; this usage data will be analogous to the sewer demand requirements except for the water that is dispensed from the water fountains/bottle fillers.

FINANCIAL AND PERMIT APPLICATION ADMINISTRATIVE LOGISTICS

The design and construction, of the transit facility will be funded by appropriations from the BUILD (Better Utilizing Investments to Leverage Development Transportation Discretionary) grant program. Facility operations will be funded by Teton County or their designee. The Teton County Parks and Recreation Department will separately fund the design, construction, and operation of the ballfield facilities. As such, the primary stakeholders for this project are (in no order of precedence): Town of Jackson, Teton County Wyoming, Jackson Hole Mountain Resort, and the Wyoming Department of Transportation. The application for connection will be submitted on behalf of Teton County by the Wilson Sewer District (WSD). Teton County will be both owner and operator of the property and its associated water and sewer facilities. In the event that the County is found to be delinquent in its payments for sewer services, remediation will be pursued in a method consistent with connection use agreements as signed by WSD, ToJ, and Teton County.

ESTIMATED DEMANDS AND ANTICIPATED WASTE STRENGTHS

Usage of the facility and anticipated system demand are highly variable due to the seasonal nature of its heavy usage, which corresponds with the wintertime ski season. As such demands were estimated based upon wintertime usage and by utilizing a combination of two methods. To determine a Design Peak

Instantaneous Flow, the AWWA M22 estimation by way of fixture count was utilized. To determine a Peak Hourly Flow, the instantaneous peak flow rate was multiplied by an assumed time factor of two usage minutes per boarder, then multiplied by the number of boardings that occurred during the peak hour of the observation period. Transportation Consultants Inc. technical memorandum 'Stilson Park Transit Center Recommended Program' provided ridership information. With the peak hourly flow determined, it was then possible to utilize the 'Recommended Standards for Wastewater Facilities' 2014 Edition, also known as the "Ten States Standards," to determine the Design Average Flow, which will be the basis of the connection fee that Teton County must render to the Town of Jackson. A tabulation of the determined values can be found below in Tables 1 and 2. The AWWA M22 and 'Ten States Standards' design curves, as well as an explanation of calculations, are provided in Appendices A, B, and C.

Waste strengths are expected to fall within standard parameters for residential waste with an average BOD_5 equal to 7,000 mg/L. In lieu of field-verifiable data, this suggested design value as laid out in the USEPA Handbook Table 3-4 was deemed acceptable. This full table can be viewed in Appendix D.

SEWER PEAK FLOW ESTIMATE BY FIXTURE COUNT						
Per AWWA M22 3rd Edition						
		Qty	Fixture Value (gpm @ typ psi)	Total Fixture Values by Fixture Type	Combined Fixture Value	Design Peak Instantaneous Flow Per AWWA M22 2004 (GPM)
TRANSIT CENTER	TOILET (FLUSH VALVE)	6	24	144	178	60
	URINAL (FLUSH VALVE)	2	10	20		
	FAUCET (LAVATORY)	4	1.5	6		
	FAUCET (UTILITY SINK)	1	4	4		
	DRINKING FOUNTAIN	2	2	4		
BALLFIELD (FUTURE DEV)	TOILET (FLUSH VALVE)	4	24	96	125	55
	URINAL (FLUSH VALVE)	2	10	20		
	FAUCET (LAVATORY)	2	1.5	3		
	FAUCET (UTILITY SINK)	1	4	4		
	DRINKING FOUNTAIN	1	2	2		

Table 1. AWWA M22 Fixture Count Values and Instantaneous Peak Flows for Transit Center and Ballfield

Design Peak Instantaneous Flow [gpm]	Design Peak Hourly Flow [gallons/peak hour]	Design Average Flow [gpd]	
60	5400	1300	
		Peak Factor =	4.15

Table 2. Tabulation of Design Flows for Transit Center

PROPOSED SCHEDULE AND STATUS OF ADDITIONAL PERMITTING

Please see Tables 3 and 4 below for the proposed project timeline, along with additional permits and the status thereof.

Phase	Start	End	Status
90% Design Review	12/27/2023	2/15/2024	In Progress
Construction Documents Work	MARCH 2024	MAY 2024	In Progress
TC and DEQ Permitting	MAY 2024		Pending
Bidding	MAY 2024	SEPT 2024	
Construction	Fall 2024	Winter 2026	

Table 3. Proposed Project Schedule

Permit Type	Status
DEQ Permit to Construct	Pending
Teton County Conditional Use Permit	In Progress
Teton County Building Permit	Pending
Teton County Grading and Erosion Control	Pending
ToJ Planning Permit	Pending
ToJ Sewer and Water Connections Permit	Pending
SWPPP Permit (Contractor Furnished)	Pending

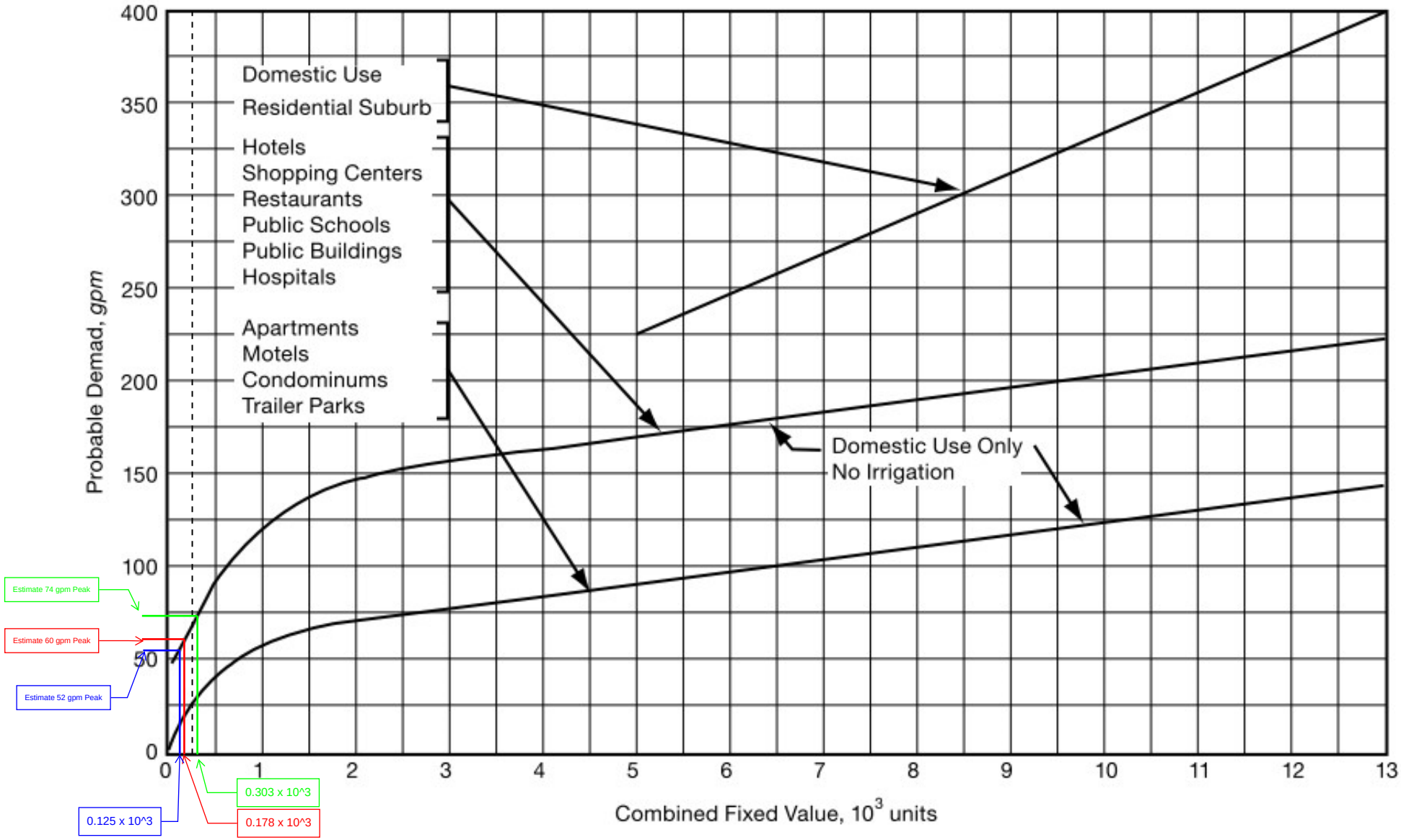
Table 4. Additional Permitting Requirements

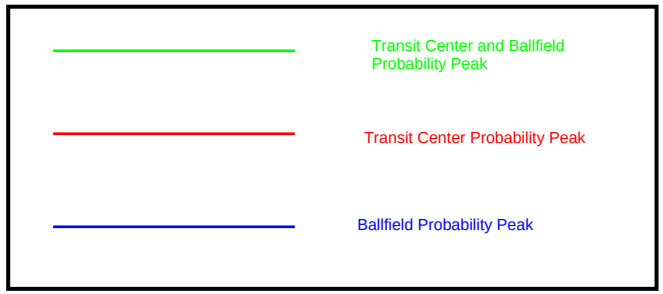
ADDITIONAL DOCUMENTATION AND COMMENTS

Please find supplementary documentation attached in the following appendices. Appendix E is a graphic rendering of the proposed site layout. Appendix F is the completed construction plan sheet, which shows the proposed lines to be installed as well as their respective connection points to the WSD system. Appendix G is the proposed plumbing plan for the transit center.

Appendix A

AWWA M22 Instantaneous Peak Flow by Fixture Value

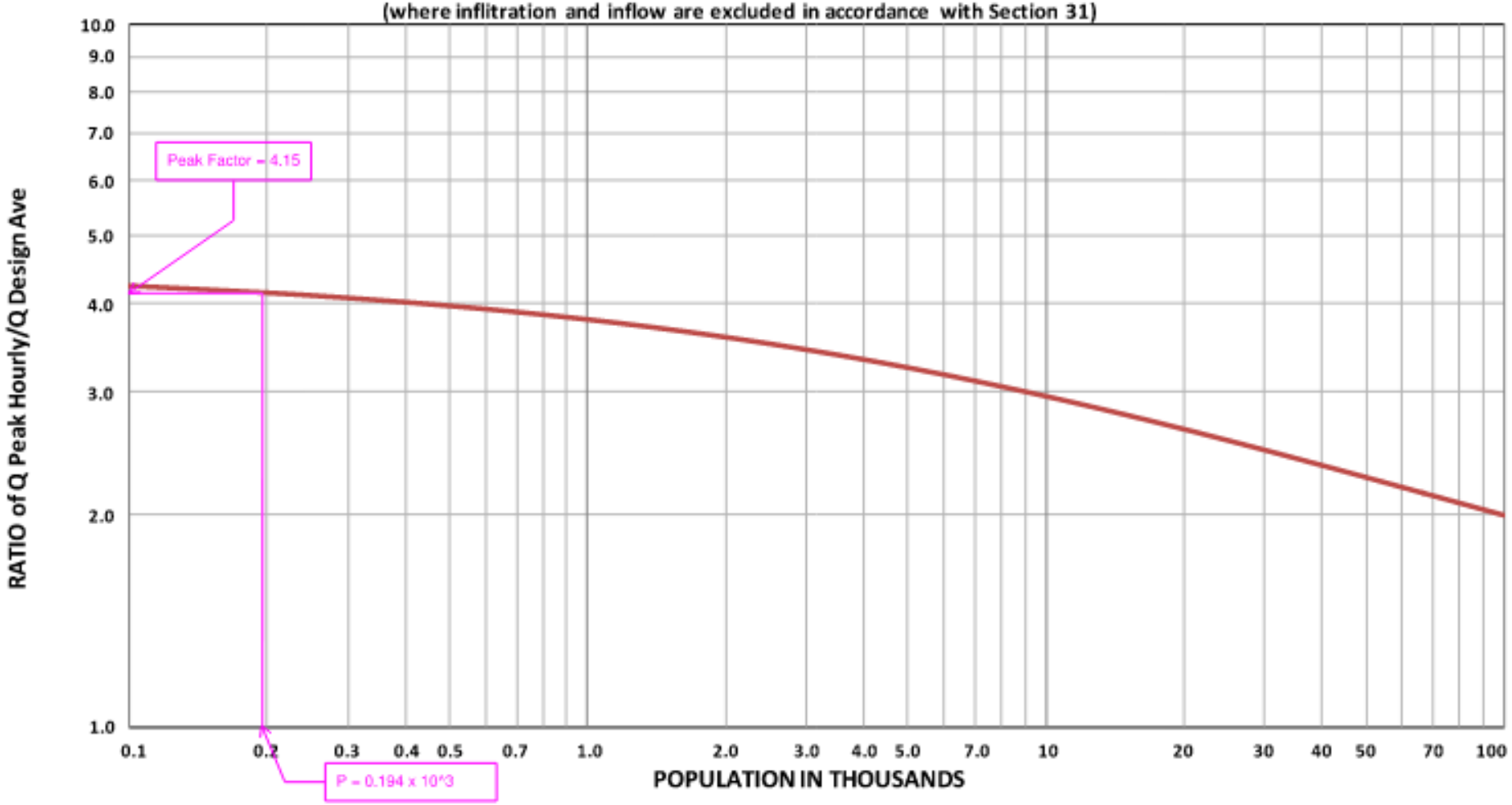




Appendix B

RATIO OF PEAK HOURLY FLOW TO DESIGN AVERAGE FLOW

(where inflitration and inflow are excluded in accordance with Section 31)



Q peak hourly: Maximum Rate of Wastewater Flow (Peak Hourly Flow)

Q design ave: Design Average Daily Wastewater Flow

Source: Q Peak Hourly/Q Design Ave $= \frac{18+\sqrt{P}}{4+\sqrt{P}}$ (P= population in thousands)

Fair, G. M. and Geyer, J. C., "Water Supply and Waste-water Disposal"
1 st Ed., John Wiley & Sons, Inc., New York (1954), p. 136

Appendix C

Stilson Transit Center - Average Demand Calculation

1. The Peak Hourly Flow (PHF) will be determined by multiplying the Design Peak Instantaneous (as determined by AWWA M22 Fixture Count Method), multiplied by an assumed value for bathroom minutes per bus boarding, Multiplied by the peak number of boardings in a given week on any weekday as determined by Table 4 of the Programming Memo.

$$PHF = 60 \ \frac{\text{gal}}{\text{peak flow bathroom min}} \times \frac{2}{1} \ \frac{\text{peak flow bathroom min}}{\text{boarding}} \times \frac{45 \ \text{boarding}}{\text{peak hour}} = 5400 \ \frac{\text{gal}}{\text{peak hour}}$$

2. The Design Average Flow is determined utilizing the Ten State Standard Chapter 10 Figure 1 'Ratio of Peak Hourly Flow To Design Average Flow' where

P	=	0.194
√P	=	0.4
4+SQRT(P)	=	4.4
18+SQRT(P)	=	18.4

(Stilson Park Build Programming Memo - Table 4: Peak total boardings during a given winter/busy season weekday)

$$\text{Q Peak Hourly/Q Design Ave} = \frac{18+\sqrt{P}}{4+\sqrt{P}}$$

(P= population in thousands)

Q Design Average	=	1300.3 gal/day

Peaking Factor	=	4.15

Appendix D

COMPARISON OF SEPTAGE AND MUNICIPAL WASTEWATER[a]

Parameter	Septage[b]	Wastewater[c]	Ratio of Septage to Wastewater
TS	40,000	720	55:1
TVS	25,000	360	69:1
TSS	15,000	210	71:1
VSS	10,000	160	62:1
BOD_5	7,000	190	37:1
COD	15,000	430	35:1
TKN	700	40	17:1
NH_3-N	150	25	6:1
Total P	250	7	36:1
Alkalinity	1,000	90	11:1
Grease	8,000	90	89:1
pH	6.0	—	—
Linear Alkyl Sulfonate	150	—	—

a Values expressed as mg/L, except for pH.

b Based on suggested design values in Appendix - Table No. 1 (USEPA Table 3-4).

c From Metcalf and Eddy, 4th Edition, "medium strength sewage".

* Appendix - Table No. 2 including footnotes is taken from the USEPA Handbook entitled "Septage Treatment and Disposal", 1984, EPA-625/6-84-009 and is designated in that document as "Table 3-8".

Appendix E

LEGEND:

1. Beckley Park Way
2. Wilson to Stilson Path
3. Parcel Boundary 5.4 acres
4. Transit Center
5. EV Charging
6. Bike Racks/Lockers
7. ADA Parking
8. 10' Path
9. Planting Islands
10. Cell Tower Equipment Buildings
11. Bus Staging Pullout
12. Pedestrian Waiting Area

TOTAL PARKING COUNT:

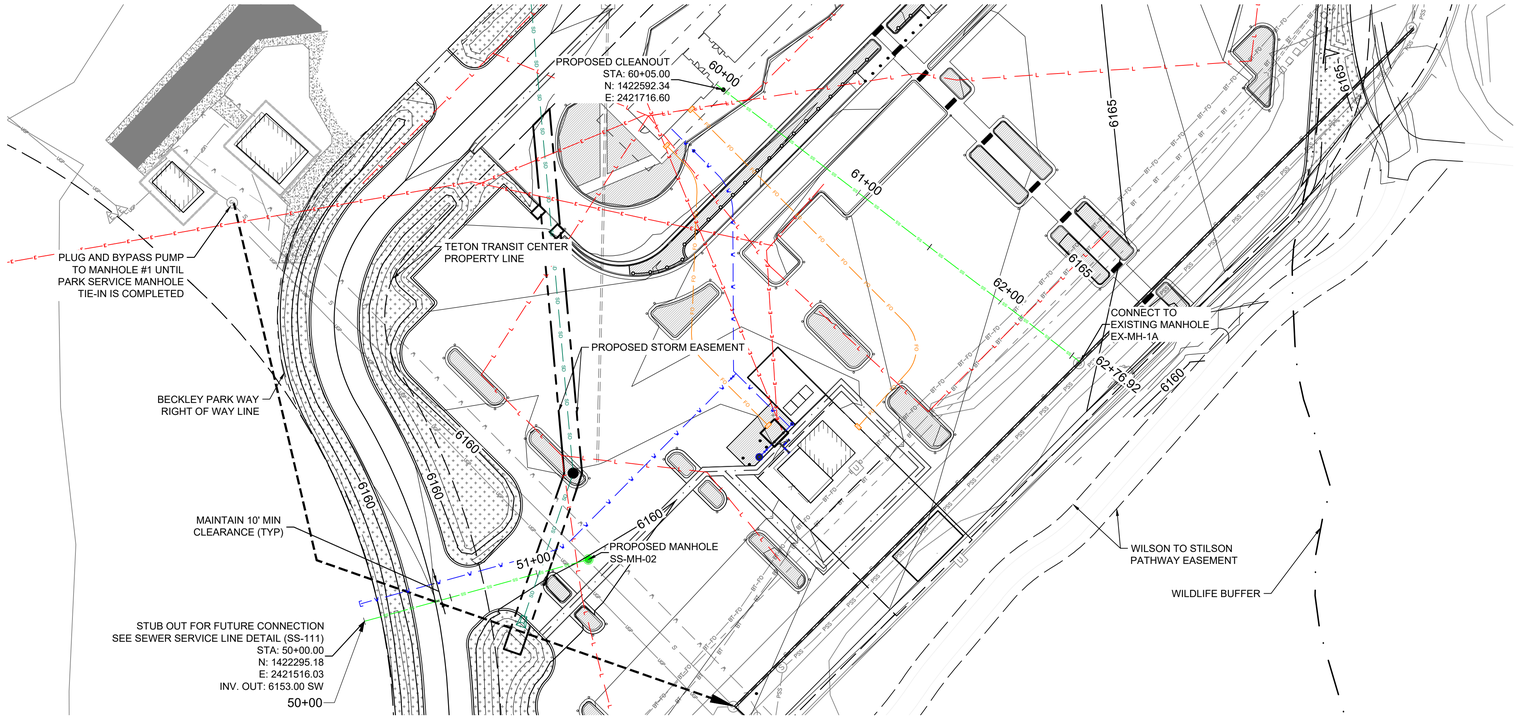
414 Vehicular Parking Spaces-
401 Regular Spaces
6 EV Charging Stations
7 ADA Spaces
61 Bicycle Parking Spaces-
28 Large/E-Bike Specific Spots
28 Regular Bikes
5 Bike Locker Spaces

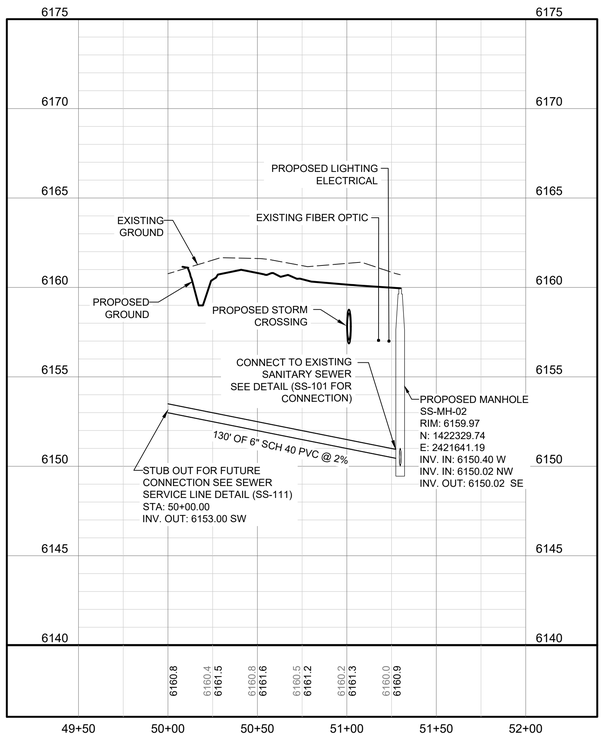
agrostis, inc.
landscape architecture
land planning

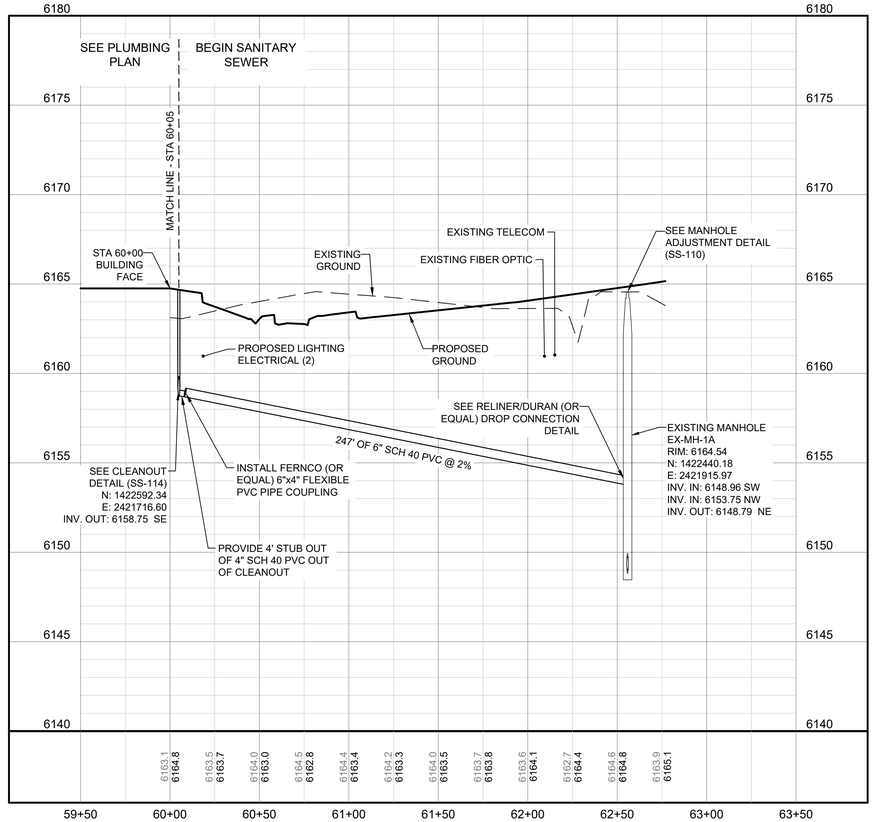
Site Layout
Stilson Transit Center
1455 N Beckley Park Way
December 1, 2022

0 50 100

Appendix F







KEYED NOTES
NOTED THUS: (X)

GENERAL NOTES

LEGEND

- PROPOSED STORMWATER PIPE
- PROPOSED SANITARY SEWER PIPE
- PROPOSED WATER MAIN
- PROPOSED FIBER OPTIC LINE
- PROPOSED PRIMARY AND SECONDARY ELECTRICAL
- PROPOSED LIGHTING ELECTRICAL
- PROPOSED LIGHT POLE

STILSON TO TETON TRANSIT CENTER
TETON COUNTY, WYOMING

CIVIL ENGINEERS

90% CONSTRUCTION DOCUMENTS
Not for construction

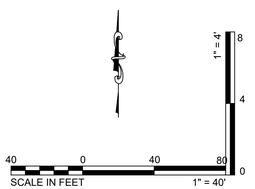
SANITARY SERVICE

1" = 40'

project: 2105

date: 12/29/2023

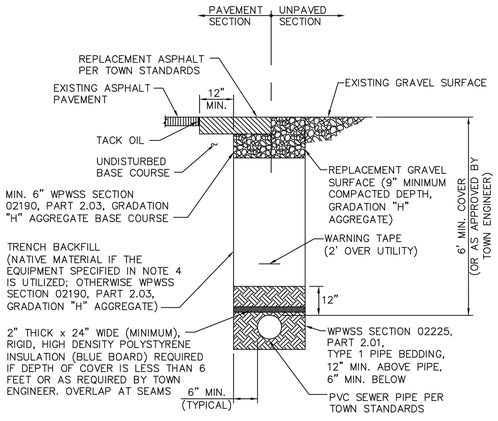
revisions:



SCALE

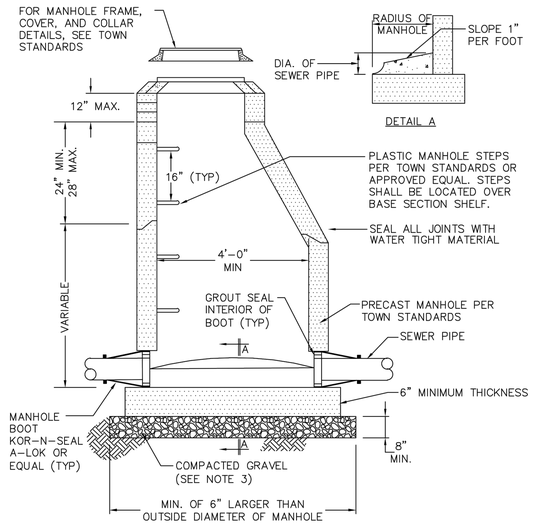
CU-204

December 20, 2023 C:\pwworking\centra01\d3095559\KAMINSKY, SHANNON



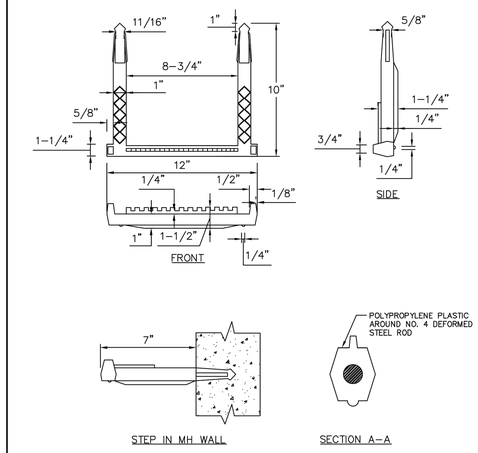
NOTES:
1. TRENCH BACKFILL BELOW THE SURFACE SHALL MEET THE FOLLOWING CRITERIA:
   – 95% MODIFIED PROCTOR DENSITY WITHIN STREET AND ALLEY RIGHTS–OF–WAY.
   – 90% MODIFIED PROCTOR DENSITY OUTSIDE STREET AND ALLEY RIGHTS–OF–WAY.
2. COMPACTION OF NATIVE TRENCH BACKFILL, WITH ALL ROCK LARGER THAN 6" REMOVED,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

SEWER MAIN & SERVICE TRENCH DETAIL | SS–100 DATE: 1/10/13 | SCALE: NTS



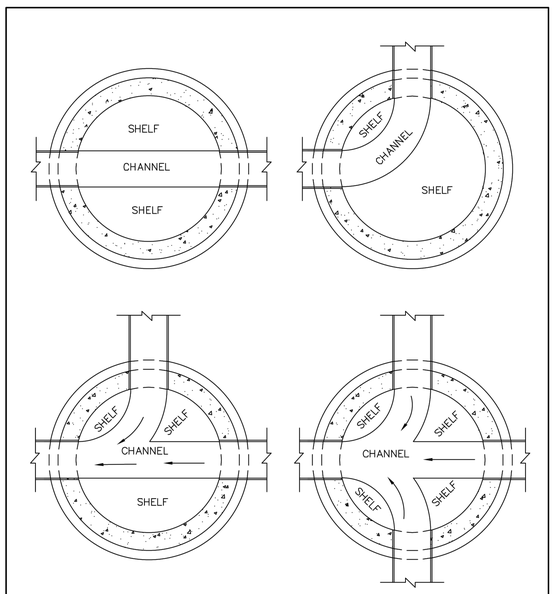
NOTES:
1. DROP ACROSS INVERT SHALL BE GREATER THAN OR EQUAL TO SLOPE OF ADJACENT SEWER PIPE.
2. BASE SHALL BE REINFORCED WHEN THE DISTANCE FROM INVERT TO TOP OF COVER EXCEEDS 15'. REINFORCEMENT TO BE APPROVED BY ENGINEER.
3. GRAVEL SHALL BE EIGHT INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
4. ALL PIPES GOING INTO MANHOLE SHALL BE INSTALLED TO MATCH TOP OF PIPE CROWNS.
5. TROUGH DEPTH AT CENTER TO BE HALF THE DIAMETER OF THE PIPE.

STANDARD SEWER MANHOLE | SS–101 DATE: 1/11/13 | SCALE: NTS



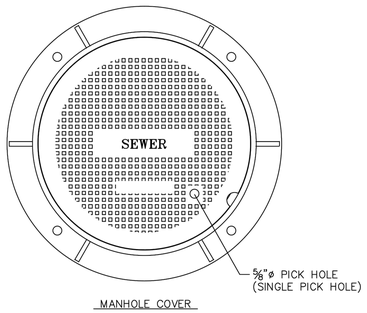
NOTES:
1. PLACE INTO WET CONCRETE WALL DURING MANUFACTURE OR MORTAR INTO HOLES AFTER CONCRETE HAS SET.
2. PLASTIC COATED STEPS PER THIS STANDARD DRAWING OR AS APPROVED BY THE ENGINEER.

MANHOLE STEPS | SS–106 DATE: 1/11/13 | SCALE: NTS

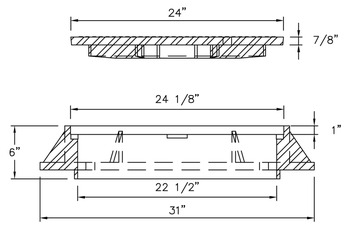


NOTES:
1. SLOPE ALL SHELVES TO CHANNEL AT 1" PER FOOT.
2. SEE PLAN–PROFILE SHEETS FOR SLOPE OF CHANNEL.

MANHOLE CHANNEL DETAILS | SS–107 DATE: 1/11/13 | SCALE: NTS



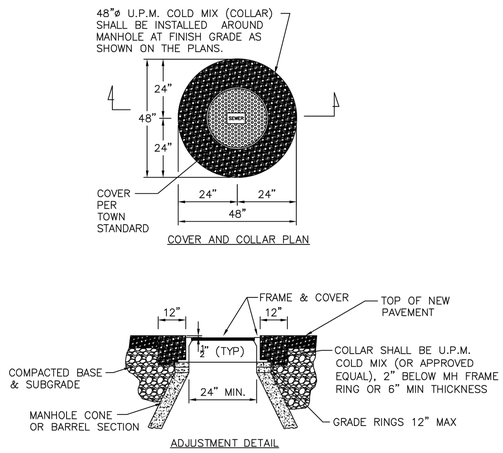
MANHOLE COVER



FRAME

NOTES:
1. MANHOLE FRAME AND COVER SHALL BE MODEL NO. A–1055, AS MANUFACTURED BY D&L SUPPLY OF LINDON, UTAH, MODIFIED AS SHOWN, OR APPROVED SUBSTITUTE.
2. GREY IRON CONFORMS TO ASTM A–48, CLASS 35B. MEETS H–20 WHEEL LOAD.

SEWER MANHOLE FRAME AND COVER | SS–108 DATE: 1/24/13 | SCALE: NTS



NOTES:
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.
2. IF MANHOLE IS WITHIN UNPAVED AREA USE TAPERED COLLAR. SEE TOWN SANIATRY SEWER DETAIL SS–110.

MANHOLE ADJUSTMENT & COLLAR DETAIL FOR ASPHALT SURFACES | SS–109 DATE: 1/11/13 | SCALE: NTS

KEYED NOTES NOTED THUS: ⟨X⟩

GENERAL NOTES

LEGEND

SCALE

TOWN OF JACKSON WYOMING

TETON COUNTY WYOMING

STILSON TRANSIT CENTER
NEW TRANSIT CENTER
JACKSON, WYOMING

CIVIL ENGINEERS

90% CONSTRUCTION DOCUMENTS not for construction

SEWER DETAILS

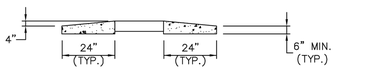
project: 2105

date: 12/01/2023

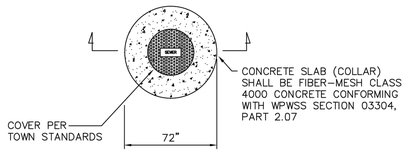
revisions:

#######

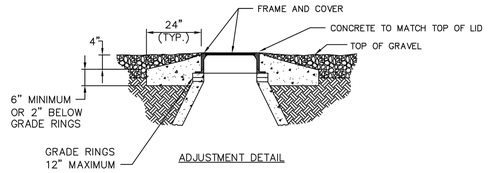
November 29, 2023 C:\pwworking\central\d1d3935559 KAMINSKY, SHANNON



COLLAR SECTION



COVER AND COLLAR PLAN

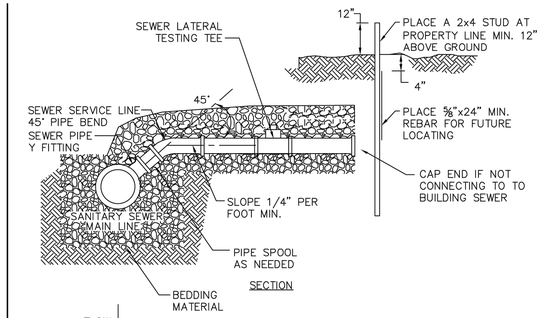


ADJUSTMENT DETAIL

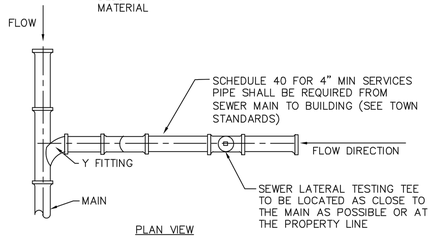
NOTE:
1. ADJUST MANHOLE UPWARD WITH ADJUSTING RINGS UNDER FRAME. ADJUST MANHOLE DOWNWARD BY REMOVING A PORTION OF THE MANHOLE RISER AND REBUILDING TO PROPER HEIGHT.

MANHOLE ADJUSTMENT AND COLLAR DETAIL FOR GRAVEL SURFACES

SS-110 DATE: 1/11/13
SCALE: NTS



SECTION

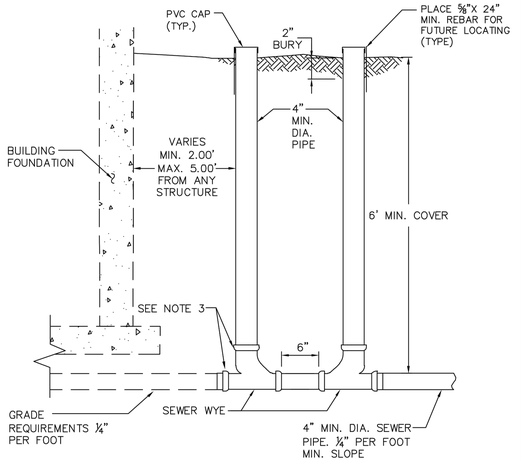


PLAN VIEW

NOTES:
1. NEW SERVICE CONNECTIONS TO EXISTING SANITARY SEWER MAINS SHALL BE COMPLETED BY TOWN OF JACKSON. THE PRIVATE PARTY BEING SERVED BY THE NEW CONNECTION SHALL BE RESPONSIBLE FOR CARRYING OUT BACKFILL OPERATIONS.
2. BACKFILL OPERATIONS AT NEW SERVICES CONNECTED TO EXISTING SANITARY SEWER MAINS SHALL BE COMPACTED PER TOWN STANDARDS.
3. CLEANOUT TO BE PROVIDED ADJACENT TO HOUSE EVERY 100' OR SERVICE LINE AND AT ALL BENDS.

SANITARY SEWER SERVICE LINE

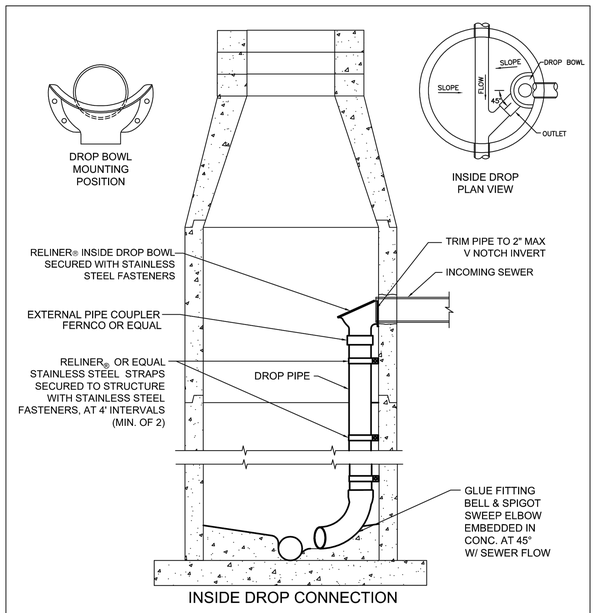
SS-111 DATE: 1/14/13
SCALE: NTS



NOTES:
1. PRIOR TO BACKFILL THE TOWN PUBLIC WORKS DEPARTMENT MUST INSPECT ALL PIPE, FITTINGS, COUPLINGS GRADE AND COMPLETE WATER TESTING.
2. INSTALL AND COMPACT ALL BACKFILL MATERIAL PER TOWN PUBLIC WORKS DEPARTMENT STANDARD SPECIFICATIONS AND 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 TYPE WITH INTEGRAL BELL.

SERVICE LATERAL BUILDING CLEANOUT

SS-114 DATE: 1/14/13
SCALE: NTS



INSIDE DROP CONNECTION

NOTES:
1. ALL INSIDE DROP CONNECTIONS FOR SERVICES AND COLLECTOR SEWERS SHALL USE THE DROP BOWL AS PRODUCED BY:
RELINER-DURAN, INC.
9 MATTHEWS DRIVE, UNIT A1/A2
EAST HADDAM, CT 06423
(860)434-0277 FAX: (877)434-3197
2. SECURE DROP PIPE TO MANHOLE WALL WITH RELINER-DURAN, INC STAINLESS STEEL ADJUSTABLE CLAMPING BRACKETS.

RELINER / DURAN, INC.
9 MATTHEWS DRIVE, UNIT A1/A2
EAST HADDAM, CT 06423
(800) 508-6001 FAX: (877)434-3197
WWW.RELINER.COM

DESCRIPTION	DATE	SCALE
DROP CONNECTIONS	2/25/21	NONE
	DRAWING NUMBER	
	DC-1	

KEYED NOTES NOTED THUS: ⟨X⟩

GENERAL NOTES

LEGEND

SCALE

TOWN OF JACKSON WYOMING

TETON COUNTY WYOMING

STILSON TRANSIT CENTER
NEW TRANSIT CENTER
JACKSON, WYOMING

CIVIL ENGINEERS

90% CONSTRUCTION DOCUMENTS
not for construction

SEWER DETAILS

project: 2105

date: 12/01/2023

revisions:

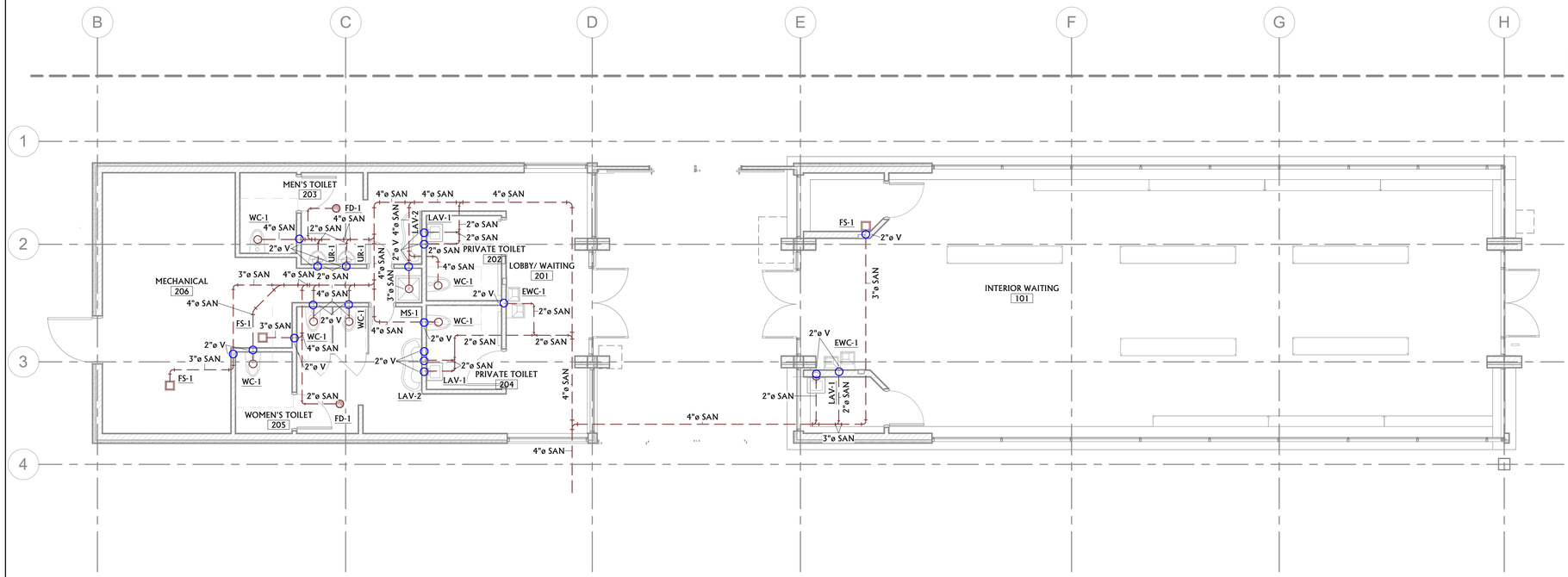
######

November 29, 2023 C:\pwworking\central\d01\d03595509.KAMINSKY, SHANNON

Appendix G

PLUMBING GENERAL DOMESTIC WASTE AND VENT NOTES	
A	MECHANICAL CONTRACTOR SHALL CUT ALL FLOORS, WALLS, CEILINGS, AND ROOF AS REQUIRED TO PERFORM THE WORK DEPICTED IN THESE CONTRACT DOCUMENTS AND SPECIFICATIONS. GENERAL CONTRACTOR SHALL PATCH ALL ASSOCIATED FLOORS, WALLS, CEILINGS, AND ROOF AS REQUIRED TO
B	COORDINATE PLUMBING EQUIPMENT AND PIPING WITH ALL OTHER TRADES AS REQUIRED. COORDINATE PLUMBING SYSTEMS WITH THE OWNER PROVIDED EQUIPMENT.
C	REFERENCE ARCHITECTURAL PLANS FOR EXACT FIXTURE LOCATIONS.
D	COORDINATE UNDERSLAB PIPING WITH FOOTINGS AND STEM WALLS.
E	PROVIDE ALL FLOOR DRAINS AND FLOOR SINKS WITH TRAP PRIMERS. PROVIDE WALL ACCESS PANEL FOR TRAP PRIMER ACCESS AS REQUIRED. ACCESS PANELS SHALL BE RATED WHERE REQUIRED.
F	ALL UNDERFLOOR VENT SHALL BE MINIMUM 2".
G	PROVIDE CLEANOUTS ON ALL LINES SERVING SINKS AND URINALS.
H	CONTRACTOR SHALL COORDINATE PIPE ROUTING AND EQUIPMENT PLACEMENT WITH THE SHEET METAL AND HYDRONIC PIPING PRIOR TO INSTALLING. THE SHEET METAL DUCT WORK SHALL HAVE THE ROUTING PRIORITY. PROVIDE OFFSETS AND TRANSITIONS AS REQUIRED.
I	CONTRACTOR SHALL VERIFY ALL SANITARY AND STORM DRAINAGE INVERT ELEVATIONS PRIOR TO INITIATING ANY WORK.
J	DRAWINGS REPRESENT GENERAL ROUTING. NOT ALL EXISTING CONDITIONS ARE SHOWN. CONTRACTOR SHALL MAKE PIPING OFFSETS AND TRANSITIONS AS NEEDED. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING SIZES AND LOCATIONS PRIOR TO BIDDING AND CONSTRUCTING.
K	COORDINATE ALL PIPE PENETRATIONS WITH STRUCTURAL LAYOUTS. THE EXISTING STRUCTURAL CONCRETE DROP BEAMS SHALL NOT BE PENETRATED.

PLUMBING KEYNOTES



N

1 / P2.1 UNDER FLOOR PLUMBING DOMESTIC WASTE AND VENT PLAN

3/16" = 1'-0"

STILSON TRANSIT CENTER
NEW TRANSIT CENTER
JACKSON, WYOMING

ACE | INC
ASSOCIATED • CONSTRUCTION • ENGINEERING
2040 HARNISH BLVD.
BILLINGS, MT 59102
406-245-0136
ACE JOB 23BL5646

PLAN
plan one / architects

ARCHITECTS

49% CONSTRUCTION DOCUMENTS
not for construction

The professional services of the architect are undertaken for and are performed in the interest of the Town of Jackson. No obligation is assumed by the architect for the benefit of any other person involved in the contract.

project: 2105

date: 09/06/2023

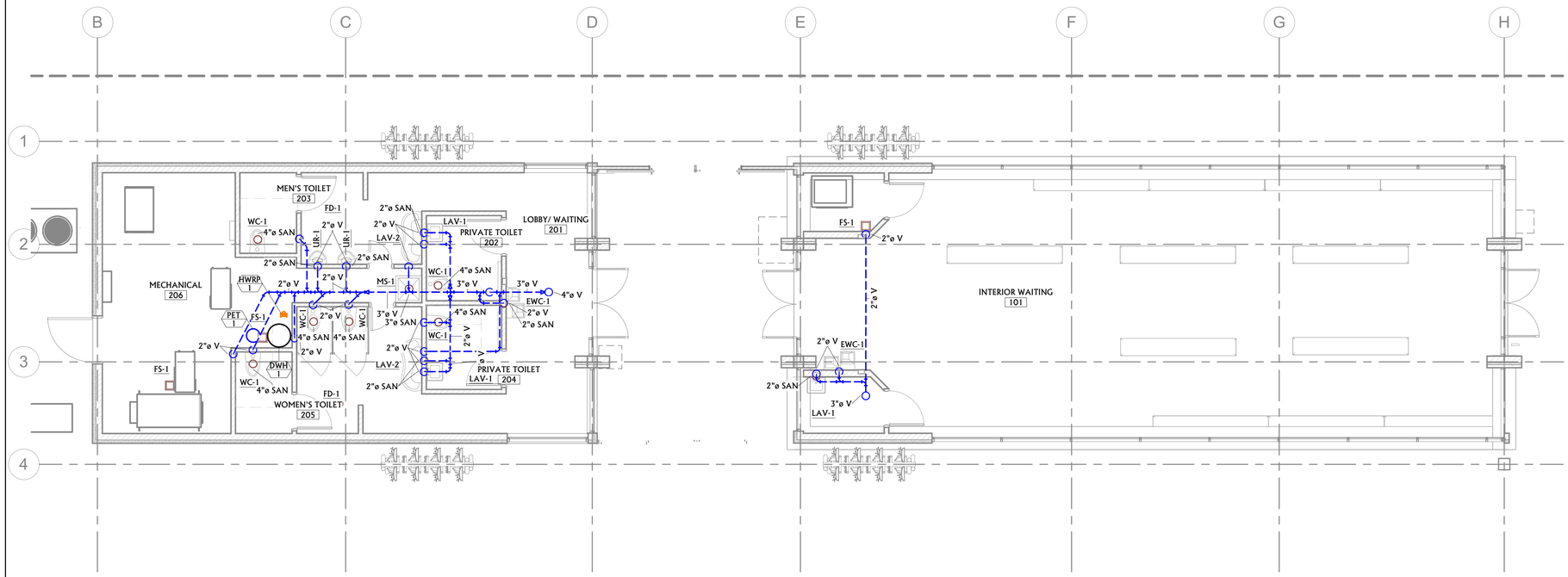
revisions:

P2.1

cody, wyoming, 225 W. Yellowstone Ave, Suite 4, 82414 | (307) 587-8646 ~ rock springs, wyoming, 4020 dewar dr., suite A, 82901 | (307) 352-2954 ~ cheyenne, wyoming, 325 west 18th st., suite #3, 82002 | (307) 514-4525 ~

PLUMBING GENERAL DOMESTIC WASTE AND VENT NOTES	
A	MECHANICAL CONTRACTOR SHALL CUT ALL FLOORS, WALLS, CEILINGS, AND ROOF AS REQUIRED TO PERFORM THE WORK DEPICTED IN THESE CONTRACT DOCUMENTS AND SPECIFICATIONS. GENERAL CONTRACTOR SHALL PATCH ALL ASSOCIATED FLOORS, WALLS, CEILINGS, AND ROOF AS REQUIRED TO
B	COORDINATE PLUMBING EQUIPMENT AND PIPING WITH ALL OTHER TRADES AS REQUIRED. COORDINATE PLUMBING SYSTEMS WITH THE OWNER PROVIDED EQUIPMENT.
C	REFERENCE ARCHITECTURAL PLANS FOR EXACT FIXTURE LOCATIONS.
D	COORDINATE UNDERSLAB PIPING WITH FOOTINGS AND STEM WALLS.
E	PROVIDE ALL FLOOR DRAINS AND FLOOR SINKS WITH TRAP PRIMERS. PROVIDE WALL ACCESS PANEL FOR TRAP PRIMER ACCESS AS REQUIRED. ACCESS PANELS SHALL BE RATED WHERE REQUIRED.
F	ALL UNDERFLOOR VENT SHALL BE MINIMUM 2".
G	PROVIDE CLEANOUTS ON ALL LINES SERVING SINKS AND URINALS.
H	CONTRACTOR SHALL COORDINATE PIPE ROUTING AND EQUIPMENT PLACEMENT WITH THE SHEET METAL AND HYDRONIC PIPING PRIOR TO INSTALLING. THE SHEET METAL DUCT WORK SHALL HAVE THE ROUTING PRIORITY. PROVIDE OFFSETS AND TRANSITIONS AS REQUIRED.
I	CONTRACTOR SHALL VERIFY ALL SANITARY AND STORM DRAINAGE INVERT ELEVATIONS PRIOR TO INITIATING ANY WORK.
J	DRAWINGS REPRESENT GENERAL ROUTING. NOT ALL EXISTING CONDITIONS ARE SHOWN. CONTRACTOR SHALL MAKE PIPING OFFSETS AND TRANSITIONS AS NEEDED. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING SIZES AND LOCATIONS PRIOR TO BIDDING AND CONSTRUCTING.
K	COORDINATE ALL PIPE PENETRATIONS WITH STRUCTURAL LAYOUTS. THE EXISTING STRUCTURAL CONCRETE DROP BEAMS SHALL NOT BE PENETRATED.

PLUMBING KEYNOTES



1 P2.2 FIRST FLOOR DOMESTIC WASTE AND VENT PLAN

3/16" = 1'-0"

STILSON TRANSIT CENTER
NEW TRANSIT CENTER
JACKSON, WYOMING

ACE INC
ASSOCIATED • CONSTRUCTION • ENGINEERING
2040 HARNISH BLVD.
BILLINGS, MT 59102
406-245-0136
ACE JOB 23BL5646

plan one / architects

ARCHITECTS

60% CONSTRUCTION DOCUMENTS
not for construction

The professional services of the architect are undertaken for and are performed in the interest of the Town of Jackson. No obligation is assumed by the architect for the benefit of any other person involved in the contract.

project: 2105

date: 09/06/2023

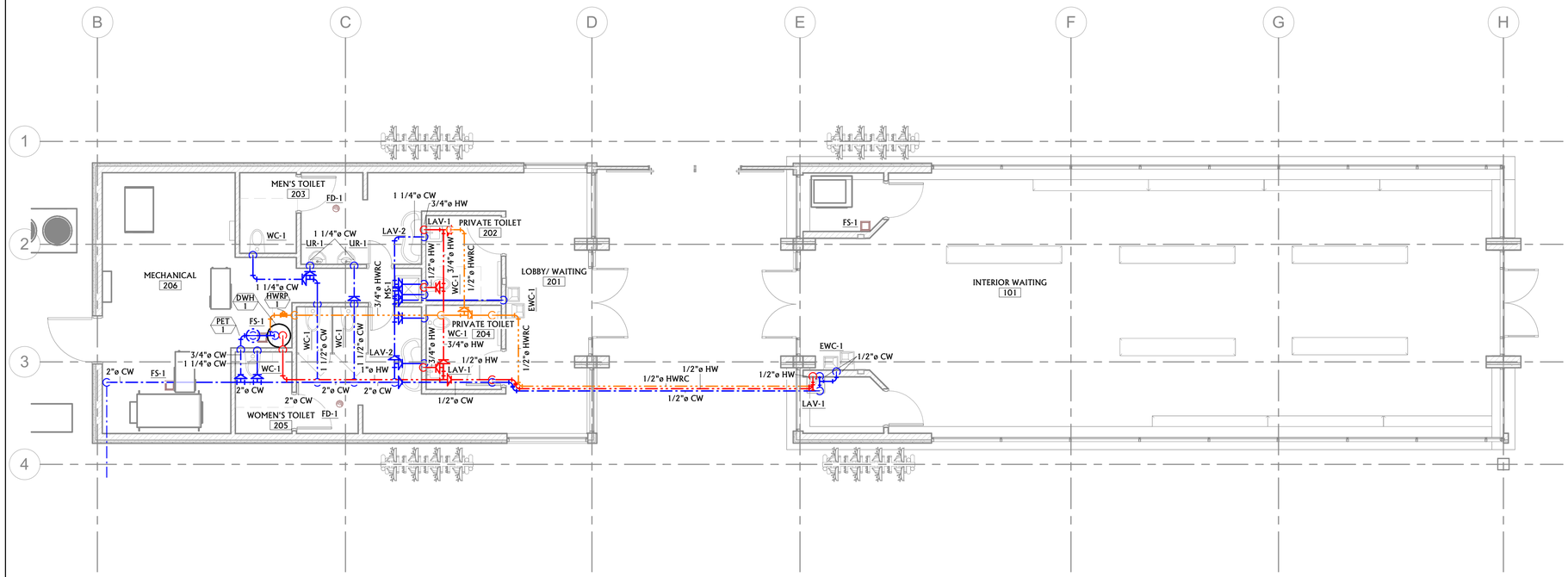
revisions:

P2.2

~ cody, wyoming, 225 W. Yellowstone Ave, Suite 4, 82414 | (307) 587-8646 ~ rock springs, wyoming, 4020 dewar dr., suite a, 82901 | (307) 352-2954 ~ cheyenne, wyoming, 325 west 18th st., suite #3, 82002 | (307) 514-4575 ~

PLUMBING GENERAL DOMESTIC WATER NOTES	
A	MECHANICAL CONTRACTOR SHALL CUT ALL FLOORS, WALLS, CEILINGS, AND ROOF AS REQUIRED TO PERFORM THE WORK DEPICTED IN THESE CONTRACT DOCUMENTS AND SPECIFICATIONS. GENERAL CONTRACTOR SHALL PATCH ALL ASSOCIATED FLOORS, WALLS, CEILINGS, AND ROOF AS REQUIRED TO THE SATISFACTION OF THE ARCHITECT/ENGINEER.
B	COORDINATE PLUMBING EQUIPMENT AND PIPING WITH ALL OTHER TRADES AS REQUIRED. COORDINATE PLUMBING SYSTEMS WITH THE OWNER PROVIDED EQUIPMENT.
C	REFERENCE ARCHITECTURAL PLANS FOR EXACT FIXTURE LOCATIONS.
D	ALL VALVES LESS THAN 2" SHALL BE BALL VALVES UNLESS OTHERWISE NOTED.
E	INSULATION ON ALL DOMESTIC WATER PIPING SHALL BE PROVIDED WITH A CONTINUOUS VAPOR BARRIER. OVERSIZE HANGERS FOR INSULATION SO NO PENETRATION OF THE VAPOR BARRIER OCCURS. PROVIDE INSERTS AND SADDLES AS REQUIRED TO PREVENT INSULATION DAMAGE FROM SUPPORTS.
F	NO DOMESTIC WATER PIPING SHALL BE ROUTED IN ANY EXTERIOR WALLS.
G	ALL UNDERFLOOR COPPER SHALL BE TYPE "K" SEAMLESS OR PEX.
H	PLUMBING CONTRACTOR SHALL PROVIDE AND INSTALL WATER HAMMER ARRESTERS ON ALL BRANCH LINES SERVING FLUSH VALVE OPERATED PLUMBING FIXTURES. PROVIDE CEILING OR WALL ACCESS PANELS AS REQUIRED.
I	DRAWINGS REPRESENT GENERAL ROUTING. CONTRACTOR SHALL MAKE PIPING OFFSETS AND TRANSITIONS AS NEEDED.
J	COORDINATE ALL PIPE PENETRATIONS WITH STRUCTURAL LAYOUTS.
K	LOCATE VALVES OVER ACCESSIBLE LOCATIONS WHERE POSSIBLE. WHERE LOCATED OVER HARD LID, PROVIDE CEILING ACCESS PANEL.
L	LOCATE ALL VALVES ABOVE ACCESSIBLE CEILINGS OR PROVIDE ACCESS PANEL IN CEILING FOR VALVE ACCESS. ACCESS PANELS SHALL BE RATED WHERE REQUIRED.

PLUMBING KEYNOTES



N

1
P3.1

FIRST FLOOR PLUMBING DOMESTIC WATER PLAN

3/16" = 1'-0"

STILSON TRANSIT CENTER
NEW TRANSIT CENTER
JACKSON, WYOMING

ACE | INC
ASSOCIATED • CONSTRUCTION • ENGINEERING
2040 HARNISH BLVD.
BILLINGS, MT 59102
406-245-0136
ACE JOB 23BL5646

PLAN
plan one / architects

ARCHITECTS

49% CONSTRUCTION DOCUMENTS
not for construction

The professional services of the architect are undertaken for and are performed in the interest of the Town of Jackson. No obligation is assumed by the architect for the benefit of any other person involved in the contract.

project: 2105

date: 09/06/2023

revisions:

P3.1

cody, wyoming, 225 W. Yellowstone Ave, Suite 4, 82414 | (307) 587-8646 ~ rock springs, wyoming, 4020 dewar dr., suite A, 82901 | (307) 352-2954 ~ cheyenne, wyoming, 325 west 18th st., suite #3, 82002 | (307) 514-4525 ~

Step 2. Complete Outside User Agreement with WSD

AGREEMENT FOR CONNECTION TO AND USE OF WILSON SEWER DISTRICT FACILITIES

This Agreement is made and entered into effective the ____ day of _____, 20____, by and between the Wilson Sewer District, a Wyoming Sewer District organized pursuant to W.S. § 41-10-101 et seq., of P.O. Box 1587, Afton, Wyoming 83110 (the "District") and_____ _____, whose mailing address, telephone number, and email address is _____, ("Outside User").

1. RECITALS. The District is a Wyoming Sewer District which owns and operates wastewater collection and transmission facilities within the boundaries of the District, which collect and transmit wastewater to treatment facilities operated by the Town of Jackson. The Outside User owns property outside the boundaries of the District, which property is described in Exhibit A attached hereto and made a part hereof (the "Outside User's Property") and desires to connect to and utilize the collection and transmission facilities operated by the District. The parties have agreed to the terms and conditions for the connection and use of the District's facilities and execute this Agreement to set forth the terms and conditions of their agreement in writing.

2. PERMISSION TO CONNECT TO DISTRICT SYSTEM. The District agrees that the Outside User shall be permitted to connect wastewater disposal facilities on the Outside User's Property to the District's system, and the District agrees to receive wastewater generated on the Outside User's Property, and to transmit such wastewater to the Town of Jackson treatment system, subject to and on the terms and conditions set forth hereafter.

3. PAYMENT OF CONNECTION FEE AND CONSTRUCTION OF LINES AND FACILITIES CONNECTING TO THE DISTRICT'S SYSTEM. The Outside User agrees to pay a connection fee of _____Dollars ($_____) for _____ Equivalent Residential Unit(s) (ERU) at the time of connection. Connection fee to be paid by current applicant _____ or paid in full by previous Outside User _____ (please check one). The Outside User agrees to construct and install, at the Outside User's sole expense, all lines and facilities necessary for connection to the District's system, in full compliance with all applicable District, Town of Jackson, Teton County and State of Wyoming rules and regulations. The District in its sole discretion may require that lines and facilities be of a size to accommodate

additional users. The Outside User shall obtain a building permit from Teton County, and shall provide a copy thereof to the District. The District shall be provided written documentation, certifying proper construction, promptly after the connection of the Outside User's property to the District's system.

4. PAYMENT OF USER FEES / RIGHT OF DISTRICT TO FILE AND FORECLOSE LIEN. The Outside User agrees to promptly pay user fees in accordance with the rules and regulations and fee schedules adopted by the District from time to time. The Outside User agrees to pay all costs incurred by the District in collecting user fees not paid within thirty (30) days of the date of billing, including reasonable attorney's fees, whether suit is brought or not. In addition, the District shall have the right to file and foreclose a lien against the Outside User's Property to collect delinquent user fees.

5. EASEMENTS REQUIRED FOR CONNECTION. The Outside User shall obtain all easements across third party property required for the connection of the Outside User's Property to the District's system. All easements required over third party property for sewer mains and manholes accepted by the District as provided in paragraph 8 shall be granted to the District and shall be in a form acceptable to the District.

6. MAINTENANCE AND REPAIR. The Outside User shall be responsible for the cost and expense of maintaining and repairing lines and facilities connecting the Outside User to the District's system, and all such maintenance and repair shall be in full compliance with applicable District rules and regulations.

7. COMPLIANCE WITH RULES AND REGULATIONS REGARDING WASTEWATER DISCHARGE. The Outside User shall comply with all applicable District, Town of Jackson, Teton County and State of Wyoming rules and regulations regarding wastewater discharged into the District's system.

8. MAINTENANCE OF MAIN LINES AND MANHOLES. The District may agree to assume ownership, operation and maintenance responsibilities for main lines and manholes that provide service to more than one property, if such facilities are constructed to District standards and all applicable easements have been granted to the District. The District

will only assume such responsibility by a separate written instrument executed by the District, and all Outside Users whose property utilizes the main lines and manholes.

9. AGREEMENT TO ANNEX PROPERTY INTO DISTRICT BOUNDARIES. The Outside User agrees to the annexation of the Outside User's Property into the boundaries of the Wilson Sewer District, at such time as the District determines that sufficient properties are ready for annexation to justify the cost and expense of the annexation process.

10. INDEMNIFICATION. The Outside User agrees to indemnify and hold harmless the District from and against any and all loss, cost, liability, expense and/or cause of action arising out of or resulting from the Outside User's failure to maintain or repair its lines and facilities connecting to the District's system, or to comply with all applicable rules and regulations regarding wastewaters discharged into the District's system. This indemnification includes reasonable attorney's fees.

11. VOLUNTARY TERMINATION / DISCONNECTION. At any time prior to annexation of the Outside User's Property into the District, the Outside User shall have the right to terminate this Agreement and disconnect from the District's system upon not less than forty-five (45) days prior written notice to the District and proof of authorized alternative wastewater treatment and disposal permits. The Outside User shall be responsible for all costs and expenses associated with disconnection from the District's system.

12. ENFORCEMENT. This Agreement may be enforced by either party by an action at law or in equity, specifically including extraordinary remedies of specific performance and injunctive relief. In the event either party shall be required to bring an action to enforce its rights pursuant to this agreement, the substantially 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.

13. ENTIRE AGREEMENT/AMENDMENT. This Agreement constitutes the entire agreement between the parties and it may not be amended except by agreement in writing signed by the parties hereto.

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

15. RIGHTS AND OBLIGATIONS APPURTENANT TO OUTSIDE USER'S PROPERTY. The rights and obligations of the Outside User set forth herein shall be appurtenant to the Outside User's Property, and shall inure to the benefit of and shall be binding upon future owners of the Outside User's Property.

16. CONSTRUCTION. This Agreement shall be construed according to the laws of the State of Wyoming.

WITNESS my hand this _____ day of _____, 20___.

OUTSIDE USER:

_____

STATE OF_____)
)ss
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____day of _____ _____, 20___ by _____.

WITNESS my hand and official seal.

_____
Notary Public
My Commission Expires: _____

WITNESS my hand this _____ day of _____, 20___.

WILSON SEWER DISTRICT,
A Wyoming Sewer District:

_____
President

STATE OF_____)
)ss
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____day of _____ _____, 20___ by _____ as President of the Wilson Sewer District.

WITNESS my hand and official seal.

_____
Notary Public
My Commission Expires: _____

Step 3. Submit Sewer Connection Permit (SWP) to ToJ

SEWER AND WATER CONNECTIONS PERMIT (SWP) APPLICATION
For County Connections

Public Works Department

phone: (307) 733-3079
450 W Snow King Ave.
P.O. Box 1687
Jackson, WY 83001
www.jacksonwy.gov

phone: (307) 733-7030
200 S. Willow St.
P.O. Box 1727
Jackson, WY 83001
www.tetoncountywy.gov

!!NEW!! Submit application via email to townengineering@jacksonwy.gov !!

APPLICATION INFORMATION AND INSTRUCTIONS.

This permit is required by Town of Jackson Municipal Code prior to any connection to Town of Jackson (ToJ) sewer and/or water systems (or private extensions thereto). This permit must be approved and issued by the ToJ and all fees paid to the ToJ prior to connection.

Please fill out this application completely and submit with all supporting documents in PDF format to townengineering@jacksonwy.gov . Contact Town of Jackson Engineering with questions regarding this permit.

Teton County on-site wastewater facilities, such as septic systems and lift stations, require separate applications to the Teton County Engineering Department, see their Small Wastewater Facilities (SWF) Permit.

PROJECT INFORMATION.

Physical Address:	1455 Beckley Parkway, Wilson Wy. 83014		
Lot, Subdivision:	Lot 3, Stilson Park Subdivision	PIDN:	22-41-17-23-4-10-002
PROJECT DESCRIPTION AND PURPOSE. Describe the precise nature of the proposed use (i.e. single-family home with garage, accessory unit, subdivision, etc.):			
Park and ride transit center			

APPLICANT. *This is the primary contact for the permit.*

Name:	Wilson Sewer District	Title:	Utilities Provider
Mailing Address:	P.O. Box 1587, Afton, Wy. 83110		
E-mail:	slagerman@nelsonengineering.net	Phone:	307-733-2087

If the applicant is not the owner, a notarized **Town of Jackson Letter of Authorization must accompany this application. Only the Owner or their authorized agent may sign this application.*

PROPERTY OWNER. *Required if other than APPLICANT.*

Name:	Teton County Wyoming	Phone:	307-733-8094
Mailing Address:	PO Box 290 Teton Village, WY. 83025		
E-mail:	lpropst@tetoncountywy.gov		

**If Owner is a corporation or other business entity, documents showing authority to sign must accompany this application.*

WHAT TYPE OF CONNECTION ARE YOU APPLYING FOR?

☑	**Sewer Service Connection: *Complete Section 1 – Sewer Service Connections***
☐	**Water Service Connection: *Complete Section 2 - Water Service Connection***

PERMIT PROCESS.

1. *Submit application in PDF to the Town of Jackson Engineering Division for approval.*
   a. $100 Application Fee and Town Capacity Fees will be assessed.
   b. When requested, a financial surety is required; the applicant shall be responsible for providing a cost estimate for the work requiring the surety.
   c. Permit will be issued electronically by the ToJ after all fees have been paid to the Town of Jackson.
2. Submit the issued ToJ permit to *Teton County Building Department*.
3. Inspection

SECTION 1 – SEWER SERVICE CONNECTIONS

APPROVED CONNECTION DISTRICT: *The Sewer and Water Connections Permits for County Connections* are required for all connections to the sewage collection systems located in the following developments:

Check the system to which the proposed connection is being made.

☐	3 Creek Subdivision	☐	Rafter J Ranch	☐	Melody Ranch, Sagebrush
☐	TCSD Munger School Sewer	☐	O Bar B; *Valley View	☐	Big Trails (See OTHER)
☐	Teton County - Adams Canyon	☐	Indian Springs – Boyles Hill Road	☐	South Park Service Center
☐	Gros Ventre Utility (JH Golf & Tennis);	☐	Stone Creek Road (Grand View Estates)	☐	Teton Shadows
☐	Spring Creek Ranch	☐	Homes at Amangani	☐	Elk Dance Estates
☒ 4	Wilson Sewer District	☐	JH Airport	☐	
☐	OTHER *Requires Jackson Town Council Approval and a Connection and Use Agreement prior to permit application.*				

SEWER USE INFORMATION: *Reference Town of Jackson Municipal Code §13.08.030 for details on types of use.*

Residential Uses:	Number of Bedrooms:			
Non-Residential Uses:	Use Description:	Park and Ride Transit Center	Use Quantity:	1300 GPD
	Use Description:	Rec Sports Field (future dev)	Use Quantity:	Unknown

**Uses that have higher classes of wastewater, e.g. restaurants require individual meters.*

SEWER SERVICE CONNECTION APPLICATION INFORMATION. *The following information shall be provided.*

☐	Town of Jackson Letter of Authorization if the applicant is other than the property owner.
	One set of SWP scaled drawings in PDF that are scalable, review compatible, and include the following:
☐	Site plan of the property showing the location and size of all existing and proposed wastewater facilities, sewer mains and services, water mains and services, valves, water wells or other water supplies.
☐	Floor plans of all levels of the building to be connected to sewer and the planned use of the building.
☐	Town of Jackson sewer connection and installation standard details incorporated to the plans.
☐	Size, slope and material of the sewer service.
☐	Water Meter Size for individually metered services. *Water meters must be purchased from the Town.*
☐	For sewer services larger than 4-inches, plans must be stamped by a Wyoming licensed engineer.
☐	For mains larger than 8-inch and/or longer than 250 feet, a Wyoming DEQ Permit to Construct is required.
☐	For restaurants or other fats, oil, grease producers provide calculation and sizing for the grease mitigation device.

APPLICANT'S SIGNATURE, CERTIFICATION, AND AUTHORIZATION

For sewer connections, Applicant acknowledges that wastewater rates, charges and fees for a sewer connection shall be in accordance with the standard service policies and user rates established by the Town of Jackson via ordinance and in accordance with state statute. It is acknowledged and agreed by the Applicant that wastewater rates, charges and fees are subject to change, and changes thereto are applicable to the owner, even when the connection is situated outside the Town's corporate limits. Given that the property is located outside of the corporate limits of the Town, it is also acknowledged and agreed that owner may have different rates, charges and fees than users within the Town's corporate limits.

For sewer connections, Applicant agrees to pay a wastewater capacity fee prior to connecting in accordance with Jackson Municipal Code §13.08.020, as amended, at the current scheduled fee. Unless metered and/or billed by a district, owner agrees to pay for its wastewater, pursuant to Jackson Municipal Code §13.08.013, as amended.

For water connections, owner acknowledges that water rates, charges and fees for a water connection shall be in accordance with the standard service policies and user rates established by the Town of Jackson via ordinance and in accordance with state statute. It is acknowledged and agreed by the owner that water rates, charges and fees are subject to change, and changes thereto are applicable to owner, even when the connection is situated outside the Town's corporate limits. Given that the property is located outside of the corporate limits of the Town, it is also acknowledged and agreed that owner may have different rates, charges and fees than users within the Town's corporate limits.

For water connections, Applicant agrees to pay a water capacity fee(s) prior to connecting in accordance with Jackson Municipal Code §13.04.050, as amended. Unless metered and/or billed by its district, owner agrees to pay pursuant to Jackson Municipal Code §13.04.300, as amended. The water meter must be purchased from the Town of Jackson, or such other meter as the Town of Jackson shall approve.

Under penalty of perjury I hereby certify that I have read and examined this application and state that, to the best of my knowledge, all of the information herein is true and correct and I swear that any information which may be hereafter given by me in hearing before Teton County or the Town of Jackson shall be truthful and correct. I agree to comply with all town, state, and federal laws relating to the subject matter of this application, all provisions of the rules, regulations, ordinances, and laws of Teton County and the Town of Jackson governing this connection(s) and work will be complied with whether specified herein or not, and hereby authorize representatives of Teton County and the Town of Jackson to enter the property described herein during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering the property.

In signing this application, I acknowledge that the Town of Jackson's acceptance of this application does not constitute approval of a permit. I agree not to commence any work for which this application is being made prior to approval of this application by the appropriate Town agencies and payment of any fees due.

Signature of Owner or Authorized Applicant/Agent	Date
Name Printed	Title

STAFF REPORT

Meeting Date:	May 6, 2024	**Meeting Title:**	Town Council Regular – Consent
Submitting Department:	Engineering	**Presenter:**	Brian Lenz
Agenda Item:	Indian Springs Connection and Use Agreement (E24-0023)	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is for Council to review and consider a Wastewater Treatment Facilities Connection and Use Agreement ("Connection Agreement") between the Town of Jackson and Indian Springs Ranch HOA (ISRHOA or HOA).

Requested Action.
Staff requests Council review and consider the Connection Agreement.

Recommendations.
Staff recommends Council approve the Connection Agreement.

Background.
At the September 19, 2023 Town Council Regular Meeting, Council approved a sewer connection request for an existing development (E23-0120).

Analysis & Key Policy Questions.
Key Policy Question: Does Council approve the Agreement as presented in the attachment to this staff report?

The Agreement memorializes relevant Council required conditions of approval and staff recommends approval by Council. All conditions not covered by the Agreement will be met with subsequent agreements or permits.

Possible Alternatives.
Council could alternatively:

1. Approve the Connection Agreement with modifications as directed.
2. Direct staff to further negotiate with the applicant and present a revised Connection Agreement at a future Council meeting.
3. Vote against the Connection Agreement.

Comprehensive Plan & Priority Alignment.
Common Value #1: Ecosystem Stewardship, Principle 1.2 - Preserve and enhance surface water and groundwater quality.

Fiscal Impact.
- Agreement Fees: The fee for the agreement is $640 and a $100 per hour rate for staff time. The labor fee for this application is $1500, $2140 total.
- Capacity Fees: Capacity fees will be collected with the connection permit, pursuant to Title 13 of the Municipal Code.
- Ongoing Fees and Rates: the monthly base and usage charges pursuant to Title 13 of the Municipal Code.
- Operation and Maintenance of Town Systems Overall: Operation and maintenance costs increase for the sewer collection and treatment systems when additional parties/developments are connected to the Town's sewer system.

Staff Impact.
Drafting and negotiating the Agreement required approximately 8 hours of time for the Town Attorney, with an additional 6 hours from the Town Engineer and Public Works Director, and 1 hour for Administration review for a combined total of approximately 15 hours of staff time.

Attachments or Links.
1. Wastewater Treatment Facilities Connection and Use Agreement Between the Town of Jackson and ISRHOA

Suggested Motion.
I move to approve the Wastewater Treatment Facilities Connection and Use Agreement Between the Town of Jackson and Indian Springs Ranch HOA and authorize the Mayor to execute the Agreement, subject to minor changes by staff.

WASTEWATER TREATMENT FACILITIES CONNECTION AND USE AGREEMENT BETWEEN THE TOWN OF JACKSON AND INDIAN SPRINGS RANCH, HOA

This Wastewater Treatment Facilities Connection and Use Agreement Between the Town of Jackson and Wyoming Indian Springs Ranch, HOA ("**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 Indian Springs Ranch, HOA, a nonprofit corporation of the State of Wyoming, of _____, WY _____ ("**ISR**").

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, ISR owns the common lots and utilities that serve landowners located outside the Town of Jackson legally described as Indian Springs Ranch as recorded on Plat 0757, as amended ("**Property**"); and

WHEREAS, ISR has maintained exclusive control and ownership of the ISR sewer collection and conveyance system (the "**ISR Wastewater Conveyance System**") which serves landowners within boundaries of the Property; and

WHEREAS, the Town agreed to provide wastewater treatment services to Lots 35-41 and 60 pursuant to the Agreement for Waste Water Treatment System Connection dated August 2, 1996; and

WHEREAS, Lot 60 was subsequently divided into Lot 70 and Lot 71 (the latter of which also included Lot 54) and, pursuant to replatting, become Lots 70 and 71; and

WHEREAS, Lot 70 remained connected to the Utility Wastewater System pursuant to the Agreement for Waste Water Treatment System Connection dated August 2, 1996, and Lot 71 subsequently was granted permission to connect to the Utility Wastewater System pursuant to the Agreement for Waste Water Treatment System Connection dated May 10, 2007; and

WHEREAS, on September 18, 2023 the Jackson Town Council voted to approve ISR's request for wastewater service from the Utility for the Community, Individual, and Mixed Lots within ISR, including Lots 35-41, 70, and 71, for a total maximum wastewater production of 825,000 gallons per month, as set forth in Town of Jackson application E23-0120, ("**Approved Development**"), all as more particularly described and set forth in Exhibit 1, subject to conditions of approval, all of which is memorialized in the public record;

WHEREAS, this Agreement supersedes any other prior agreements, oral or otherwise, including those aforementioned, and creates one document which sets forth in full the agreed upon rights, responsibilities, and obligations of the parties in regard to the procedures between the Town and ISR for sewer connection and wastewater treatment only of Indian Springs Ranch; and

WHEREAS the purpose of this Agreement is to formalize procedures between the Town and ISR for sewer connection and wastewater treatment, and to clarify the terms and conditions under which any owner of property that is not within the Approved Development (an "Outside Party") may connect to the Town of Jackson Wastewater System through the ISR 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. Connection to the Utility Wastewater System.
   A. Confirmation of Connection for Lots 35-41, 70, and 71
      i. In accordance with the terms of the Agreement for Waste Water Treatment System Connection dated August 2, 1996 and the Agreement for Waste Water Treatment System Connection dated May 10, 2007, ISR lots 35 through 41, 70, and 71 remain authorized to connect to the Town Wastewater System for the transmission and treatment of wastewater.
   B. Permission to Connect ISR Wastewater System
      i. Utility hereby authorizes ISR to connect its wastewater collection and conveyance system ("ISR Wastewater System") to the Utility Wastewater System, as more particularly described and set forth in Exhibit 1, attached hereto and made a part hereof by this reference.
      ii. This Agreement is exclusive to the one connection set forth in Exhibit 1. ISR has no right to additional wastewater connections for itself nor to increase its wastewater connection service size.
      iii. ISR has no right to wastewater connections for Outside Parties, nor may it allow any Outside Party to tap into the Town Wastewater System, nor allow any Outside Party to connect to the ISR Wastewater System as a means of connecting to the Utility Wastewater System. Connections by an Outside Party to the ISR Wastewater System requires obtaining express, advance, written permission for connection from both the Town and ISR.
   C. It is understood and agreed by the parties hereto that the Approved Development and Property includes all lots previously connected and ISR shall be one customer of the Town. For the purposes of this Agreement being one customer means ISR is the party responsible for the wastewater that is directly or indirectly discharged into the Utility Wastewater System and for the obligations of this Agreement.

2. Agreement to Treat Wastewater.
   A. Utility hereby agrees to provide sanitary sewer services to ISR for the Property for the Approved Development pursuant to the terms and conditions set forth herein, ordinances of the Town of Jackson, and 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. ISR Responsibilities.
   A. ISR is solely responsible for paying all costs and expenses associated with the design, construction, use, operation, maintenance, and repair of the ISR Wastewater System, as well as all costs of connecting and maintaining the connection of the ISR Wastewater System to the Utility Wastewater System.

B. ISR must apply for, receive, and maintain compliance with all necessary permits to construct and operate the ISR Wastewater System from the Wyoming Department of Environmental Quality ("**DEQ**") prior to connection to the Utility Wastewater System (the "**DEQ Permit**"). The DEQ Permit does not relieve ISR 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.

C. In the event of any damage, infiltration, contamination, or intrusion to the ISR Wastewater System, ISR shall promptly notify the Utility of the event; advise the Utility of the measures ISR 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.

D. Should the Utility be notified by state or federal agencies with jurisdiction over the Utility Wastewater System, that the ISR Wastewater System or this Agreement is out of compliance with law, regulations, permits, reporting, or deficient in a like way, ISR 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.

E. In the event of a request by an Outside Party to connect to the Town Wastewater System through ISR's Wastewater Conveyance System, the following shall apply:

   i. ISR will, as a condition of its approval of the connection, require the Outside Party to contract with a Wyoming licensed professional engineer, or approved equivalent consultant, to conduct a capacity study. The capacity study is intended to evaluate: (i) the total additional potential area, defined for the purposes of this section as the area that the Outside Party is requesting to be served by the ISR Wastewater Conveyance System (the "**Additional Service Area**"), whether that full usage is implemented at the time of connection or thereafter; and (ii) the likely impact(s) of the requested connection on the Town Wastewater System and the ISR Wastewater Conveyance System by the Outside Party.

   ii. ISR shall require the Outside Party to use in its study the same methodology as that employed by the Town 2020 Capacity Study, or such other methodology approved by the Town, as may be updated by the Town from time to time.

   iii. Prior to the connection being allowed, the Outside Party shall file an application with ISR, according to its independent process, and, if approved by ISR, shall then file an application as supplied and directed by the Town. If approved by both ISR and the Town, the Outside Party shall execute agreements with ISR and the Town, respectively.

   iv. Nothing in this Agreement shall prevent ISR from rejecting a connection request by an Outside Party. ISR, at its sole discretion, reserves the right to deny an Outside Party's connection request for any or no reason, including but not limited to, the findings of the capacity study.

4. Wastewater Rates, Charges, and Fees.

A. The wastewater rates, charges, and fees for ISR 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 ISR.

B. It is acknowledged and agreed that the Property is outside the Town of Jackson corporate limits, and consistent with Wyoming State Statutes, ISR may be subject to different rates, charges, and fees than those within the corporate limits of the Town.

C. *Wastewater Capacity Fee*.

   i. *Initial Connecting Lots.* Prior to connection to the Utility Wastewater System, ISR must pay a non-refundable Wastewater Capacity Fee for the lots within the Approved Development connecting initially 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.

ii. *Subsequent Connecting Lots.* When subsequent lots within the Approved Development seek to connect pursuant to this Agreement, the owner of the lot shall submit a Sewer and Water Connections Permit Application to the Town and the applicable fees, including but not limited to, application and capacity fees, shall be assessed at the established rates for applicable fees at the time of the permit application.

iii. *Additional Development*. 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 connection service size, ISR will be assessed additional Wastewater Capacity Fees, which fee will be paid in accordance with the Jackson Municipal Code in effect 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, ISR 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.* ISR will pay wastewater rates consistent with the Jackson Municipal Code and the adopted fee schedules of the Town of Jackson, as each may be amended from time to time.

i. *Base Charge*. ISR must make regular and normal base charge payments for the collection and treatment of wastewater.

ii. *Volume Rate*. ISR 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 and invoiced based on water use and the Town Municipal Code. When automatic readings by the Utility are not possible ISR shall be responsible for reading the master wastewater meter and conveying that reading to the Utility monthly. The Utility retains the right, and is granted access to the ISR property, to read the master wastewater meter or water supply meters at reasonable times. ISR may be required by Utility to meter or verify wastewater volumes utilizing the water supply meters or a meter at the force main discharge. The parties agree that all lots within ISR shall be metered via one master wastewater meter. ISR shall be one customer of the Town.

F. *Invoicing*.

i. ISR is responsible for billing individual units within the Approved Development.

ii. Invoicing for ISR will commence at such time as the ISR Wastewater System, including its master wastewater meter, is installed but charges will not be incurred until actual use commences.

iii. The Utility will regularly prepare an invoice to ISR for wastewater services for the Approved Development as a single customer and use. Regardless of invoicing, ISR shall be one customer of the Town.

iv. Pursuant to Wyoming State Statutes, in the event ISR fails to pay an invoice within thirty (30) days after it is due, the amount thereof, together with a penalty of 10%, and a reasonable attorney's fee, may be recovered in a civil action by the Utility.

v. Utility's billing may include surcharges for extraordinary strength wastes in accordance with the Town of Jackson ordinances, resolutions, and regulations for wastewater.

5. Design and Construction.

A. ISR shall employ a Wyoming licensed professional engineer for the design and permitting of the ISR Wastewater System. The design must provide a master wastewater meter on the force main acceptable to Utility. This master wastewater meter will be used by the Utility or ISR to meter wastewater volumes.

B. 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.
C. 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. ISR has an ongoing obligation to update the record drawings and the corresponding AutoCAD compatible files depicting the improvements and property boundaries timely with each subsequent lot connection.
D. ISR is solely responsible for construction of the ISR Wastewater System to the point of connection to the Utility Wastewater System.
E. ISR 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 Utility's Wastewater System by the new ISR Wastewater System.

6. Inspections and Notifications.
   A. Upon reasonable notice to ISR, which notice shall include reasonable proof of contamination, infiltration, or intrusion, the Utility may require inspection and testing by ISR of the ISR 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 ISR's expense.
   B. Upon reasonable notice to ISR, the Utility shall be granted access to the ISR 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. ISR shall notify the Utility prior to any modifications to the ISR Wastewater System.
   D. Utility shall have not less than forty-eight (48) hours' notice to inspect all new connections or modifications to the ISR 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 (not to include septic tank effluent), hazardous materials, or other unapproved substances shall not be introduced into the ISR Wastewater System or the Utility Wastewater System without prior written approval from the Town Engineer.

8. ISR Voluntary Termination.
   A. ISR 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, ISR shall disconnect the ISR Wastewater System from the Utility Wastewater System within thirty (30) days. ISR 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. If ISR disconnects prior to the expiration of the notice period, ISR will be charged the base charge payments described above in this Agreement until the expiration of the notice period.

9. Annexation.
   A. ISR shall not object to annexation of the Approved Development conducted in accordance with State Statutes and will cooperate with the Town in the process of such annexation.
   B. It is acknowledged and agreed by the parties that notwithstanding such annexation, the ISR Wastewater System shall remain owned by ISR and, in accordance with the terms of conditions herein, shall solely, at its cost, be operated, maintained, repaired, and replaced by ISR.

10. Liability; Indemnifications.
    A. Utility shall not have any responsibility or liability for construction, maintenance, or repair of any portion of the ISR Wastewater System.
    B. ISR agrees to indemnify and hold harmless the Town from and against any and all cost, liability, expense, and cause of action resulting from ISR's operation of, or its failure to maintain or repair any portion of, the ISR Wastewater System, its violation of any regulatory agency's rules and regulations applicable to the ISR Wastewater System, the imposition of fines and/or legal costs to the Utility associated with such violation, and for costs related to damages resulting from any improper discharge into the Utility Wastewater System by ISR, which indemnification includes all costs of defense (including reasonable attorney's fees) for any action or proceedings in which the Utility becomes a party as a result thereof.
    C. In the event that performance of this Agreement is prevented, or interrupted, or service is interrupted or discontinued to ISR for any reason beyond control of the Utility, ISR 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. ISR 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:	ISR:
Town of Jackson	Indian Springs Ranch, HOA
Attn: Town Clerk	_____
P.O. Box 1687	_____
Jackson, Wyoming 83001	
clerk@jacksonwy.gov	email

    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 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 or a Memorandum of 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. ISR 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 County of Teton, State of Wyoming, or the United States of America for the District 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. *Immunity*. Notwithstanding any other provision herein, neither party hereto waives its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

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

THE REST OF THIS PAGE LEFT BLANK – SIGNATURES ON FOLLOWING PAGE

INDIAN SPRINGS RANCH, HOA,

A Nonprofit Corporation

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 Indian Springs Ranch, HOA, this _____ day of _____, 2024.

Witness my hand and official seal.

_____

Notary Public

My commission Expires:

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)

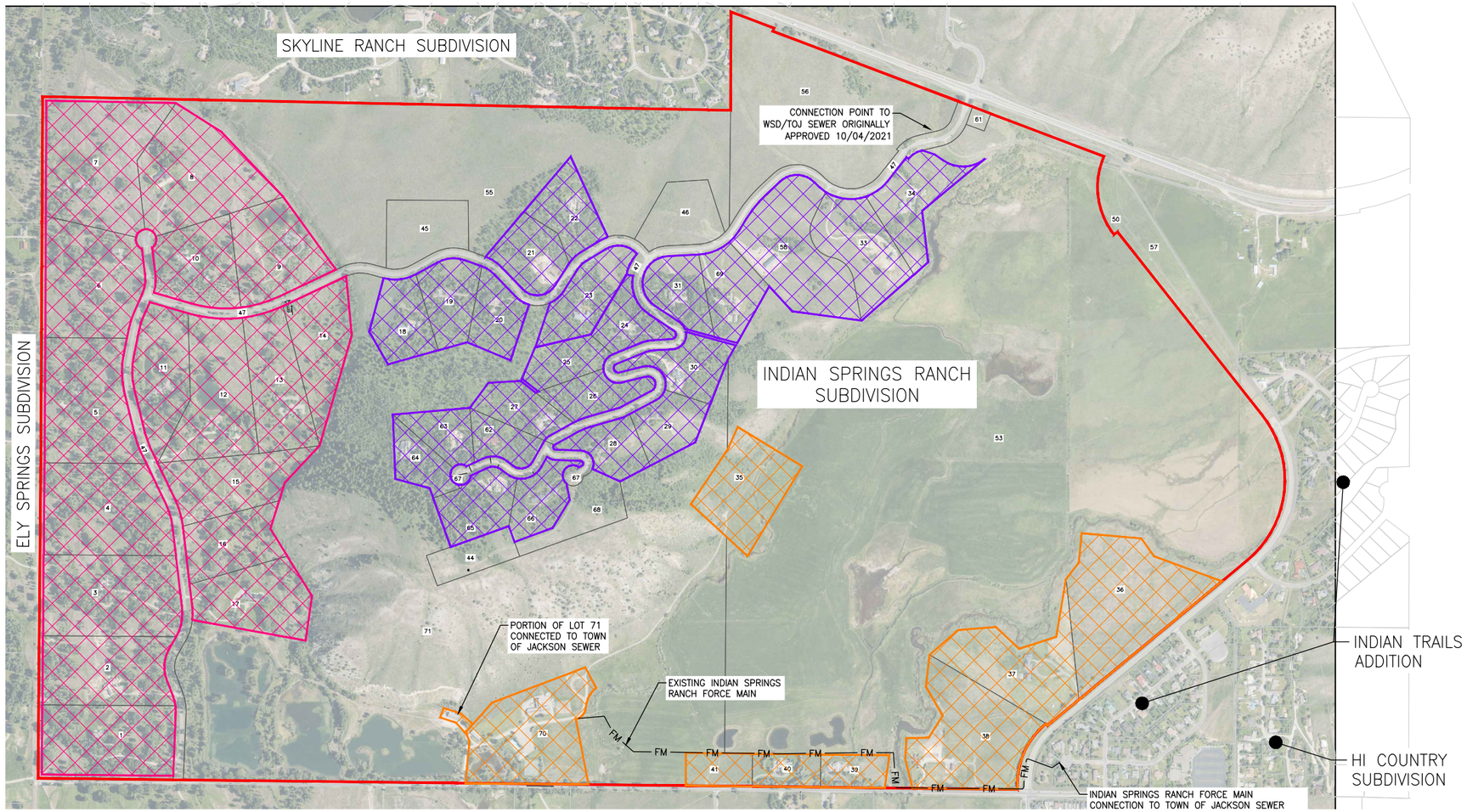
The foregoing instrument was acknowledged before me by Hailey Morton Levinson and Riley Taylor, as the Mayor and Town Clerk, respectively, of the Town of Jackson this ___ day of _____, 2024.

Witness my hand and official seal.

_____

Notary Public

My commission Expires:



ISR SEWER SERVICE AREA OVERVIEW

SCALE: 1" = 1000' (11X17)

LEGEND

- COMMUNITY LOTS SERVICE AREA
  CURRENT UIC COLLECTION/TREATMENT SYSTEM
  PROPOSED CONNECTION TO TOWN OF JACKSON
- INDIVIDUAL LOTS SERVICE AREA
  CURRENT INDIVIDUAL SEPTIC SYSTEMS
  PROPOSED CONNECTION TO TOWN OF JACKSON
- MIXED LOTS SERVICE AREA
  CONNECTED TO TOWN OR ALREADY ACKNOWLEDGED ELIGIBLE
  CONNECTION TO TOWN OF JACKSON AT OWNER'S PREROGATIVE
- INDIAN SPRINGS RANCH SUBDIVISION EXTERIOR BOUNDARY

NOTES:
1. MIXED LOTS 37 AND 38 PRESENTLY EMPLOY INDIVIDUAL SEPTIC SYSTEMS.
2. PROVISIONS EXIST TO FACILITATE CONNECTION OF RESIDENTIAL LOTS 35 THROUGH 41 TO TOWN OF JACKSON.
3. LOTS 39, 40, 41, 70, AND 71 ARE CURRENTLY CONNECTED TO TOWN OF JACKSON.

EXHIBIT 1 TO CONNECTION USE AGREEMENT DRAFT

DATE	06/06/2023	REV.
SURVEYED	NE	
ENGINEERED	TR	
DRAWN	BJG	
CHECKED	TR	
APPROVED		

NELSON ENGINEERING
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DRAWING TITLE: ISR SEWER SERVICE AREA OVERVIEW: EXISTING AND PROPOSED CONNECTION TO TOJ

JOB TITLE: INDIAN SPRINGS RANCH GENERAL CONSULTATION TETON COUNTY, WY

DRAWING NO: APPENDIX F

JOB NO: 22-013-01

S:\Proj\2022\013-01 (2022 Indian Springs Ranch HOA - GCV\4 Drawings\Civil\SYSTEM AREA EXHIBIT.dwg <SERVICE SYSTEM AREA OVERVIEW> - Jun 06 2023 04:23:12 pm PLOTTED BY: ross DWG FORMAT: 24:1

STAFF REPORT

Meeting Date:	6 May 2024	**Meeting Title:**	Town Council Regular - CONSENT
Submitting Department:	Public Works	**Presenter:**	Floren Poliseo
Agenda Item:	*Waive Request for PROW fees*	**Public Comment:**	yes

Purpose & Policy Considerations.
The purpose of this item is for Council to consider a request for waiving fees associated with Public Right-Of-Way occupation for construction.

Requested Action.
Staff requests Council review and decision on a fee waiver request for PROW fees associated with repair work on the steps at 175 Center St.

Recommendations.
Staff recommends Council approve waiving the PROW fees.

Background.
This winter, a snow plow slid on street ice while maintaining Center Street. The operator attempted to stop, and when he knew he wouldn't be able to he turned the equipment to minimize damage. The plow swiped the steps causing damage that created a safety hazard for pedestrians on the boardwalk above. Public Works was able to identify a repair contractor available to quickly perform an emergency, temporary repair to address the public safety issue. The property owner is now ready to make the permanent repairs and is submitting applications.

The Town's Fee Schedule allows for fee waivers as follows:

> *The Town Council may reduce, defer, or waive application fees upon request if the proposed project advances significant community goals, which include but are not limited to, the following:*
>
> *1. A project that is sponsored by a governmental entity, or a project that received public funding.*
>
> *2. A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.*
>
> *Such requests shall be submitted, for action by the Town Council, to the Planning Director within 30 days of receipt and prior to the submittal of an application. All requests shall be made prior to initiating a project as set forth in LDR Division 5100.*

Analysis & Key Policy Questions.
Staff would not ordinarily recommend waiving fees for construction on private property, particularly when the project does not meet the typical criteria described in the fee waivers section of the Fee Schedule (cited above). However, this project was not initiated as desired improvements by the property owner. The steps would not have required repairs currently were it not for the Town's plow sliding into them, and occupying the right-of-way is necessary to make the permanent repairs. The attached application demonstrates that the owner is acting in good faith to minimally encumber the right-of-way to make these repairs and it is in the best interest of both the Town and the owner to maintain an open walkway and parking access.

Possible Alternatives.
Council may instead choose to:

1. Request an alternate occupancy timeline or additional information.
2. Vote against the fee waive and require permit fees associated with the work.

Comprehensive Plan & Priority Alignment.
This improvement contributes to these principles of the Comprehensive Plan:

Common Value 2 – Growth Management

Policy 4.1.d: Maintain Jackson as the economic center of the region

Common Value 3 – Quality of Life

Policy 6.2.b: Support businesses located in the community because of our lifestyle

Fiscal Impact.
According to the Town's Fee Schedule, the fees associated with this PROW occupation during construction are approximately $30 for sidewalk occupation and $2,136 for parking space occupation, totaling $2,166. Waiving these fees means that the Town will not collect revenue in this amount. There is no cost to the Town for this proposed construction other than the proposed uncollected revenues.

Staff Impact.
Public Works staff has spent approximately 8 hours on activities related to this item including contact and notifications, coordination of temporary repairs, and completing this staff report. Public Works and the Finance Department have also contributed approximately 2 hours for processing claim forms.

Attachments or Links.
Fee waiver request

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

I move to approve the request by Kampai RE Holdings LLC to waive PROW Encroachment fees associated with the occupation of Town parking spaces and sidewalk to complete construction for purposes of repairing the steps on its property.

STAFF REPORT

Meeting Date:	May 6, 2024	**Meeting Title:**	Regular - Consent
Submitting Department:	Legal	**Presenter:**	Lea Colasuonno
Agenda Item:	Snow King Mountain Resort Amended and Restated Gondola Lease Agreement	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is for Council to review and consider amendments to the Gondola Lease Agreement Between the Town and Snow King Mountain Resort (SKMR).

Requested Action.
Staff requests Council review and consider the Amended and Restated Gondola Lease Agreement attached to this staff report.

Recommendations.
Staff recommends Council approve the Amended and Restated Gondola Lease Agreement attached to this staff report.

Background.
SKMR operates its ski resort on a combination of private land, U.S. Forest Service land, and Town of Jackson land. In upgrading its aged double-chair, it sought to place portions of a Gondola on Town of Jackson property – Phil Baux Park and a parcel known as the Mountain Tract, the latter of which comprises about 30 acres of ski terrain near the bottom of Snow King Resort. Making the chairlift and associated base area changes SKMR desired required engaging with the Town both as a regulator (Planning application and approval for a Conditional Use Permit) and as a property owner (a lease contract for Phil Baux Park and the Mountain Tract). SKMR and the Town went through a three-year process to address these needs, resulting in SKMR getting issued a Conditional Use Permit in 2020 and entering the Gondola Lease Agreement in 2020. Pursuant to the regulatory approval and the contract, SKMR proceeded, and the ski infrastructure is constructed and has been fully operational for multiple seasons.

In late 2022, SKMR sought a variety of changes to its Conditional Use Permit – i.e., planning approval – and it acknowledged that the deadline in the Lease Agreement that it complete the Phil Baux construction within 2 years of being operational (April 26, 2023) – i.e., contractual issue – would not be met, and thus requested Town Council amend the Conditional Use Permit and the Town Council agree to associated necessary amendments of its Lease Agreement.

On February 27, 2023, the Town Council approved the Conditional Use Permit Amendment, which included Condition No. 3 related to re-landscaping of the center portion of the parking lot on Phil Baux Park. The amendment was as follows:

a) Extend the deadline for Completion of Construction of the relandscaped area to May 1, 2024.
b) Amend the area and associated exhibits to be relandscaped to approximately the same area encumbered by the Tube Park in the winter.
c) Require a bond in 125% of the cost to complete the relandscaped area adjusted for annual construction cost inflation until such time the work is completed

On August 7, 2023 Council directed staff to amend the Gondola Lease Agreement to incorporate the Town Council approved Conditional Use Permit Amendment, specifically amendments that:

1. Reflected the final approved agreement for the Phil Baux Parking lot and grassy area;
2. Included a new construction deadline of May 1, 2024; and
3. Eliminated provisions in the Lease Agreement for issues that have been satisfied (mostly construction-related).

Analysis & Key Policy Questions.
The Amended and Restated Lease include the following highlights:

- ✓ *An Amended and Restated Lease.* Th Amended and Restated Lease Agreement entirely replaces i) the original Lease Agreement and ii) the First Amendment to the original Lease Agreement by incorporating all appropriate provisions into this one new document.
  - The First Amendment to the original agreement involved the Town leasing additional ground space to SKMR for a snowmaking pumphouse.
- ✓ *Provisions that have been Eliminated*. These are items that have been satisfied.
  - Rent abatement for the first two years of the Lease Agreement.
  - Deadline for commencing construction.
  - Provisions applicable only during initial construction.
- ✓ *Provisions that have been amended*. A few items were identified that should be updated:
  - The original Lease set meetings between SKMR and Town staff every few years over the life of the Lease. Staff recommends an annual meeting between the parties to keep lines of communication open and frequent.
  - The restoration bond was set at a total of $50,000 for all of Phil Baux Park and all of the Mountain Tract and SKMR did not have to provide the bond in full, but provided it in percentages years 10, 20, and 30. The Agreement is being Amended and Restated and to preserve this timing. The specific years (2030, 2040, and 2050) were added.
- ✓ *Updated Exhibits*.
  - Exhibit F will be added to the Amended and Restated Lease Agreement, which is the exhibit associated with the First Amendment for the snowmaking pumphouse.
  - The current Exhibit D will be replaced, which is the new agreed upon Phil Baux Park parking lot and grassy area.

Key policy questions for this item were previously answered in the February and August 2023 meetings. Council does have the option, as noted in the Alternatives section, to modify the amendment to the Lease.

Possible Alternatives.
Council could direct staff to include in the additional / different terms or conditions in the Agreement.

Comprehensive Plan & Priority Alignment.
Section 8. Quality Community Service Provision. "Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner." Specifically, the "provision of . . . social, cultural and recreational services is central to residents' Quality of Life and a visitor's experience . . . ."

Fiscal Impact.
Amended and restating the Lease Agreement does not modify the terms and conditions of rent.

Staff Impact.
The staff impact of this item was in the Legal Department, which required 35 hours of work to draft and negotiate the Amended and Restated Lease Agreement, and complete this staff report.

Attachments or Links.
Amended and Restated Lease Agreement

Suggested Motion.
I move to approve the Amended and Restated Gondola Lease Agreement and authorize the Mayor to execute it, subject to minor changes by staff.

AMENDED AND RESTATED GONDOLA AND COUGAR LEASE AGREEMENT

THIS AMENDED AND RESTATED GONDOLA AND COUGAR LEASE AGREEMENT ("**Amended and Restated Lease**") is made this April day of _____, 2024 ("Execution Date") by and between the Town of Jackson, a municipal corporation of the State of Wyoming, 150 East Pearl Street/P.O. Box 1687, Jackson, Wyoming 83001 ("**Landlord**") and Snow King Mountain Resort, LLC, a Wyoming limited liability company and successor in interest to Snow King Resort, Inc., 400 East Snow King Avenue/P.O. Box 1846, Jackson, Wyoming 83001 ("**Tenant**").

RECITALS

WHEREAS, Landlord owns a parcel of land located along Snow King Avenue in Jackson Wyoming, a public park maintained and managed for the use and benefit of the general public of the Town of Jackson, Wyoming, all of which is more specifically described and shown on **Exhibit A**, attached hereto and made a part hereof by reference ("**Phil Baux Park**"); and

WHEREAS, Landlord owns a parcel of land located on the north face of Snow King Mountain, a public/semi-public space maintained and managed for the use and benefit of the general public of the Town of Jackson, Wyoming, all of which is more specifically described and shown on **Exhibit B**, attached hereto and made a part hereof by reference ("**Mountain Tract**"); and

WHEREAS, Landlord and Tenant entered into a Lease Agreement (Commercial) for the Ski Shelter, Ski Lift and Mountain Tract, dated April 22, 1994, for the purpose of providing a ski shelter and community facilities, which underwent an initial amendment on November 16, 1998 pursuant to an Addendum and Modification of Lease Agreement, a Second Addendum and Modification of Lease Agreement on March 31, 2011, and a Third Addendum and Modification of Commercial Lease Agreement on February 21, 2013; and

WHEREAS, Landlord and Tenant entered into a Commercial Lease Agreement for the Ski Shelter on April 1, 2012, under which the Parties "agree[d] that any other leases between the parties concerning the [Ski Shelter] property are revoked and are superseded" by their Commercial Lease Agreement; and

WHEREAS, all provisions of the said Lease Agreement (Commercial) for the Ski Shelter, Ski Lift and Mountain Tract dated April 22, 1994 were vacated and said Lease Agreement (Commercial) is hereby terminated in its entirety pursuant to the Gondola and Cougar Lease Agreement entered into by the Parties on December 31, 2020; and

WHEREAS, on December 2, 2021, the parties executed the First Amendment to the Gondola and Cougar Lease Agreement, all of which is incorporated into this Amended and Restated Lease; and

WHEREAS, Tenant has a) completely removed the Cougar Base from Phil Baux Park and completely restoration of the site of the Cougar Base, b) completely removed the Summit Lift Towers from the Mountain Tract and completely restored the site of the Summit Lift Towers, and b) constructed and now operate the Gondola Base and Gondola Towers on certain portions of Phil Baux Park and the Mountain Tract, all as more specifically set forth herein and in **Exhibit C**, which is attached hereto and made a part hereof by reference, (each a "**Project Component**" and collectively the "**Project**").

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

ARTICLE 1. DEFINITIONS

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

(a) *Complete Construction or Completion of Construction* means the conclusion of all construction, installation and inspection of the Gondola Base, and the Gondola Towers such that the Ski Infrastructure has received final approval by all appropriate governmental entities, including the United States, the State of Wyoming, Teton County, Wyoming, the Town of Jackson, and any other agency or body with permitting or regulatory authority over the Ski Infrastructure, whether such regulatory authority is over the whole or only parts of the Ski Infrastructure, thus permitting the occupancy and use of the Ski Infrastructure.

(b) *Complete Removal of Lifts or Completion of Removal of Lifts* means the dismantlement of the Cougar Base, the Summit Lift Towers, and/or the Cougar Towers, as the case may be from the Premises; the elimination of all Tenant's associated machinery, buildings, structures, utilities, facilities, equipment and other property of every nature and description erected, placed or situated on the Premises; and the elimination of all components and materials thereof from the Premises, including any and all Hazardous Substance that may lie therein.

(c) *Complete Removal or Completion of Removal of Gondola means* the dismantlement of the Gondola Base and Gondola Towers, as the case may be; the elimination of all Tenant's associated machinery, buildings, structures, utilities, facilities, equipment and other property of every nature and description erected, placed or situated on the Premises; and the elimination of all components and materials thereof from the Premises, including any and all Hazardous Substance that may lie therein.

(d) *Cougar Base* is the lift terminal currently located in Phil Baux Park which houses the motor, gearbox, bullwheel, auxiliary engine and drive and safety circuitry of the Cougar Lift, together with all improvements appurtenant thereto, including the loading/unloading area and improvements, queuing space, lift operator's shelter, and accessory buildings.

(e) *Cougar Towers* are the In-Line Towers associated with the Cougar Lift located on the Mountain Tract, as specifically described and shown on **Exhibit C**, attached hereto and made a part hereof by reference.

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

(g) *As-Built Construction Drawings* are attached as **Exhibit C** and made a part hereof by reference. It is understood and agreed to that these are preliminary construction plans. Prior to issuance of any permits associated with the Ski Infrastructure, Exhibit C and Exhibit D shall be replaced with exhibit(s) showing the final construction plans that must be approved by the Town and which approval is in the Town's sole discretion.

(h) *Gondola* means the gondola that will be constructed on Snow King Mountain pursuant to the Preliminary Construction Plans and all Project Permits, as that term is defined herein.

(i) *Gondola Base* is the area in Phil Baux Park for embarking, disembarking, queuing and activities intrinsically associated therewith, for the Gondola, together with all improvements appurtenant thereto and in Phil Baux Park, including a ticket kiosk, queuing space, an operator's shelter and accessory buildings, all as specifically described and shown on the Preliminary Construction Plans. This definition specifically excludes any storage area, building or space for Gondola passenger cars and the motor, gearbox, auxiliary engine and drive of the Gondola.

(j) *Gondola Towers* means the In-Line Towers associated with the Gondola located on the Mountain Tract, as specifically described and shown on the Preliminary Construction Plans.

(k) *Hazardous Substance* shall have the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and in addition shall include, without limitation, petroleum (including crude oil or any fraction thereof) and petroleum products, asbestos, asbestos-

containing materials, polychlorinated biphenyls ("PCBs"), PCB-containing materials, all hazardous substances identified in the Wyoming Health & Safety Code 25316 and 25281(d), all chemicals listed pursuant to the Wyoming Health & Safety Code 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, or contaminant under Environmental Law.

(l) *In-Line Tower* is a lift tower which is not also a drive or return terminal.

(m) *Project* means that certain project to be developed as generally described in the Recitals and as specifically set forth in the Preliminary Construction Plans and in accordance with Project Permits, as that term is defined herein.

(n) *Project Permits* means any permit or document issued by a governmental agency having jurisdiction, now or acquired in the future, over the construction, occupancy or operation of the Project or any portion thereof.

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

(p) *Restoration or Restore* means the complete reestablishment and restoration, including visually, environmentally and physically, of an area disturbed by Tenant use, whether that disturbance is in existence now or becomes disturbed under the Terms of this Lease. The Parties hereby acknowledge that as of the Execution Date of this Lease the Cougar Towers, the Cougar Base and the Summit Lift Towers were preexisting and the parties intend and hereby agree that Restoration will be accomplished by restoring the impacted areas such that they are in the same condition as the immediately surrounding portions of the Mountain Tract or Phil Baux Park, as the case may be.

(q) *Ski Infrastructure* means the portions of the Gondola and Cougar Lift that are located on the Premises and subject to this Lease, whether the latter is renamed after relocation or not, and whether said portions of the Gondola and Cougar Lift have reached Completion of Construction or not.

(r) *Summit Lift Towers* mean the In-Line Towers currently erected on the Mountain Tract that support the Summit Chair Lift.

ARTICLE 2. APPLICABILITY OF PROVISIONS

2.1 Applicability. Unless stated otherwise, the provisions of this Lease apply as of the Execution Date and continue through Termination or Expiration.

ARTICLE 3. LEASE OF THE PREMISES; EASEMENTS; TERM; RENT.

3.1 Lease of Premises. In consideration of, and subject to, the terms, covenants, conditions, and agreements set forth herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, as more particularly described herein, the following (collectively the "**Premises**"):

(a) Certain ground space within Phil Baux Park for the Gondola Base, Gondola Tower, and associated paved maintenance road, Access Areas, and Utilities Areas (as defined herein), as specifically set forth in **Exhibit C and Exhibit D**.

(b) The entirety of the Mountain Tract for: (i) those uses permitted pursuant to Section 5.3; and (ii) certain ground space for the Gondola Towers, Cougar Towers, Access Areas, and Utilities Areas, as will be specifically set forth in **Exhibit C**.

(a) Certain ground space within the TOJ Property for a snowmaking pump house, pathway, utilities, and access areas as shown in the attached **Exhibit F**.

3.2 Access Areas and Utility Areas. Landlord grants Tenant non-exclusive ingress, egress, and regress rights to and from the Premises ("**Access Areas**") and grants Tenant use of the Premises for telephone lines, power

lines, cables, and sewer and water lines used in connection with the Project ("**Utilities Areas**") as part of this Lease, all as shown on Exhibits C and D. Tenant may use the Access Areas for ingress, egress, and regress rights to and from the Premises and Project and Utilities Areas for the purpose of constructing, installing, accessing, maintaining, inspecting replacing, using, repairing, operating and altering utilities used in connection with the Project. This grant shall also include the right of access to and from the utilities, and all appurtenances thereto, so that Tenant may exercise its rights granted under this Lease.

3.3 Term.

(a) Primary Term: The Primary Term of this Lease shall be for 15 years, and shall commence on the Execution Date of this Lease, and shall terminate at 11:59 p.m. on the date succeeding the same 19 years later ("**Expiration**"), unless sooner terminated as provided herein.

(b) Extended Terms: Tenant is granted the option to extend the Primary Term of this Lease for one (1) additional period of forty-nine (49) years ("**Extended Term**"). Tenant's option to extend may only be exercised by Tenant giving written notice thereof to Landlord within ninety (90) days of the Expiration of the Primary Term. Tenant's right to exercise this option is conditioned upon the following:

i. Tenant shall not be in default of any of its obligations under this Lease at the time the option is exercised; and

ii. Tenant shall be current in the payment of Rent at the time the option is exercised; and

iii. Tenant shall not be in default of any of its obligations under any Project Permit at the time the option is exercised.

(c) When this Lease expires, whether after the Extended Term or not, Tenant's obligations and responsibilities for Removal of the Gondola and Lifts and Restoration, as set forth in Article 9 shall apply.

3.4 Rent.

(a) Rent: Tenant agrees to pay Landlord, as Rent for the Premises, the sum of $3,000 per month payable on or before the 1st day of each month of each year during the Primary Term and each Extended Term hereof.

(b) Late Fee: Should Tenant fail to pay Rent by the tenth (10th) day of the month, Tenant shall pay a late payment penalty equal to five percent (5%) of the amount overdue for each month outstanding until paid, beginning with the due date of the late payment.

(c) Rent Adjustment: On each anniversary of the Execution Date for the Primary Term and any Extended Term hereof, the amount of Rent payable hereunder shall be increased by the greater of (i) the annual average of the Wyoming Cost of Living Index or (ii) 2.5%. So long as this Lease remains in effect, Tenant and Town of Jackson staff shall meet during years 4, 5, and 19 during the Primary Term, and every 10 years thereafter during the Extended Term, to evaluate whether the annual Rent adjustment is appropriate given then-current circumstances. If Tenant and Town staff agree that that the annual Rent adjustment should be re-adjusted in light of then-current circumstances, the parties, upon mutual agreement, may re-adjust the Rent up or down, but in no case may the Rent be increased by more than 5% annually.

(d) At the end of the Primary Term the Town shall have the right to unilaterally increase the Rent up to 20%.

(e) Prorated Rent: Rent for any period during the term hereof which is less than one (1) year shall be prorated based on a 365-day year.

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

ARTICLE 4. CONSTRUCTION.

4.1 Completion of Construction.

(a) Completion of Construction. Tenant is obligated to Complete Construction of the Project by June 1, 2024. Within 2 months of Completion of Construction, Tenant shall provide to the Landlord "as built" plans for the entire Project which shall be supplements or revisions to the Preliminary Construction Plans showing what was actually constructed on Landlord property by Tenant. In the event the Preliminary Construction Plans show "as built" conditions, Tenant shall affirmatively state as much in writing.

(b) Failure to Timely Complete Construction. Failure to Complete Construction of the Project by June 1, 2024 will result in liquidated damages of $500 per day, in addition to any other remedies Landlord may have under this Lease or any other applicable law, for each day after the deadline.

4.2 Project Components.

(a) Summit Lift Towers Deconstruction.
(b) Cougar Base Deconstruction.
(c) Cougar Towers relocation.
(d) Gondola Base Construction.
(e) Gondola Towers Construction.
(f) Remediation work from the above components.

4.3 Construction Pursuant to Final Construction Plans and Project Permits. Tenant shall construct the Project and each Project Component, or cause such to be constructed, in material compliance with the Preliminary Construction Plans and the Project Permits.

4.4 Material Project Changes.

(a) Any upgrade, modification, or other alteration to the Project or a Project Component, that materially alters the size, volume or massing of the Project or a Project Component or increases the ground or air space occupied by Tenant, must be approved in writing by Landlord. Said approval is within Landlord's sole discretion. Any upgrade, modification, or alteration that is approved by Landlord must include an equitable adjustment to the Rent payable by Tenant hereunder.

4.5 Progress Reports. Until Completion of Construction, Tenant shall provide Landlord with progress reports regarding the status of the construction of the Project at the time of Rent payments each month.

4.6 Entry by the Landlord. Tenant shall permit Landlord, through its officers, agents, or employees, to enter the Premises at all reasonable times and in a safe, unobtrusive manner to review the work of construction to determine that such work is in conformity with the approved Preliminary Construction Plans, or to inspect the Premises for compliance with this Lease. Tenant and Landlord shall schedule regular inspections to the extent reasonable for Landlord to insure conformance with the approved Preliminary Construction Plans. Landlord is under no obligation to supervise construction and Tenant shall not rely upon Landlord for any supervision.

ARTICLE 5. OPERATION.

5.1 Use, Operation, Repair, and Replacement. Tenant shall use, operate, repair, and replace the Ski Infrastructure and Premises in compliance with (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, (b) all Project Permits, (c) this Amended and Restated Lease, (d) the Snow King Master Plan, and (e) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. Such use, operation, repair, and

replacement shall proceed only after procurement of any permits, licenses, or other authorizations that may be required by any governmental agency having jurisdiction therefore, and Tenant shall be responsible to the Landlord for the procurement as may be required of Tenant and any entities engaged in such work on the Premises. In the event that there arises a condition in contravention of the above use, operation, repair or replacement standards, the Party with knowledge of such contravention, shall notify the other in accordance with Article 12 (Notice) herein and Tenant shall have the opportunity cure, as set forth herein.

5.2 Maintenance Standards.

(a) Ski Infrastructure. Tenant hereby agrees that during the Primary and any Extended Terms of this Amended and Restated Lease, including during any periods of construction, it shall maintain the Ski Infrastructure in a neat and orderly condition such that it is well maintained as to both external and internal appearance of the buildings, the public areas, and landscaping in accordance with (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, (b) all Project Permits, (c) this Amended and Restated Lease, (d) the Snow King Master Plan, and (e) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. In the event that there arises at any time prior to the Expiration or Termination of the Amended and Restated Lease a condition in contravention of this maintenance standard, the Party with knowledge of such contravention, shall notify Tenant in accordance with Article 12 (Notice) herein and Tenant shall have the opportunity cure the same, as set forth herein.

(b) Premises. Tenant hereby agrees that during the Primary and any Extended Term of this Amended and Restated Lease, including during any periods of construction, at its sole cost and expense, it shall maintain the Premises in a neat and orderly condition such that it is well maintained as to both external and internal appearance of the buildings, the public areas, and landscaping in accordance with (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, (b) all Project Permits, (c) this Amended and Restated Lease, (d) the Snow King Master Plan, and (e) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. In the event that there arises a condition in contravention of the above use, operation, repair or replacement standards, the Party with knowledge of such contravention, shall notify the other in accordance with Article 12 (Notice) herein and Tenant shall have the opportunity cure, as set forth in herein.

5.3 Limits on Use of Leased Premises.

(a) The use of the leased Premises shall be restricted to the following: Ski Infrastructure; snowmaking; events; concerts; running races; biking races; obstacle races; ziplining; mountain biking; other racing events; hiking; paragliding landing; mowing and maintaining slopes; removal of hazard trees that may pose a safety risk; skiing (including night skiing); lighting; snowboarding; ski racing; tubing; photography; commercial filming; fireworks; holiday gatherings; emergency medical access; and similar recreational uses related to ski-areas so long as those recreational uses are approved by the relevant governmental authorities. Tenant shall also be permitted to perform forest management and mitigation work on the Mountain Tract so long as such work is (i) consistent with approved work on adjacent U.S. Forest Service land and (ii) has been approved in writing by the Town of Jackson Planning Director. Any additional use, including adding trail(s), altering the natural landscape, or adding uses requires an amendment to this Amended and Restated Lease.

(b) The Parties hereby acknowledge that Tenant intends to develop amenities at the top of Snow King Mountain, including but not limited to a restaurant, observatory, and event space, and may seek to use the Premises, Access Easements, Access Areas, and the Gondola to (1) support the physical development of said amenities, (2) provide deliveries and supplies to said amenities after their construction for their operation and (3) repair and maintain said amenities over their lifetime. Tenant hereby agrees to the following limits on use of the Premises, Access Easements and Access Areas:

i. Construction of the Project: Tenant may not stage, store, or locate construction materials, items, or supplies of any sort for any time on the Premises or the Easements or Access Areas granted hereunder.

Should Tenant seek to use any portion of the Premises, Easements, or Access Areas granted hereunder for construction materials, items or supplies, a detailed construction staging plan must be established and agreed to by Landlord prior to any such use. Notwithstanding the foregoing, Tenant shall be specifically entitled to perform limited staging of construction materials for direct use in the area shaded as purple on the attached Construction Staging Map, attached hereto as Exhibit E and made a part hereof, during the 24 months following issuance of the building permit for the Gondola.

ii. Use of Premises, Access Easements, and Access Areas to support establishments, activities, amenities at the top of Snow King Mountain: Tenant may not stage, store, or locate materials, items, or supplies of any sort for any time on the Premises or the Access Easements or Access Areas granted hereunder unless explicitly provided in this section. Tenant may use the Premises, Access Easements, or Access Areas granted hereunder to support the operations of establishments, activities, amenities at the top of Snow King Mountain and to temporarily stage and transport items and supplies to and from the top of Snow King Mountain so long as the staging of such items and supplies does not unreasonably interfere with other users of the Premises or Access Easements. For purposes of this Amended and Restated Lease, "operations of establishments, activities, amenities at the top of Snow King Mountain" means the necessary day-to-day operating activities directly related to providing the goods and services of the establishments, activities, amenities and includes, for example, moving and removing staff, customers, guests, etc.; restaurant/establishment supplies, such as equipment, disposables, dinnerware, janitorial materials, and the like; garbage, compost and waste, but excluding construction refuse.

iii. Use of Premises and Access Easements to support construction, repair, and maintenance activities at the top of Snow King Mountain: Tenant may not stage, store, or locate construction materials, items, or supplies of any sort for any time on the Premises or the Easements granted hereunder. Notwithstanding the foregoing, Tenant may submit a construction management plan to Landlord in the future and request use of the Premises and Access Easements to support construction, repair, and maintenance activities at the top of Snow King Mountain.

5.4 Continuous Ski Infrastructure Operation. Tenant is obligated to comply with the Snow King Master Plan, as amended, to explicitly include operating the Ski Infrastructure an average of 49 hours per week between December and March, barring unforeseen weather conditions; mechanical failures; acts of God; operational challenges outside the control of Snow King Resort Master Association ("SKRMA") or the ski mountain operator that necessitate deviation. The hours of operation shall include accommodation of key user groups Coombs Foundation and the Jackson Hole Ski and Snow Board Club. Failure to comply with this obligation is an Event of Default hereunder. Furthermore, Tenant is required to provide product flexibility in regard to lift ticket availability, including but not limited to, sale of a flexible half-day lift ticket and/or a 1- or 2-hour lift ticket.

5.5 Storage. Unless otherwise explicitly provided herein, Tenant shall not engage in long term (more than 48 hours) staging, storing, stockpiling, accumulating, or keeping of any materials, supplies, or items, whether said materials, supplies, or items are for construction, recreational activities, use on Snow King Mountain or at the top of Snow King Mountain or otherwise, in or on the Premises or any easement.

5.6 Commercial Sales on Landlord Property. Tenant must assess the SKRMA Fee, as that term is defined in the Snow King Master Plan, as amended, on all Gross Revenue derived (i) from all Gondola ticket sales without limitation, no matter where those ticket sales physically or electronically occur; (ii) directly or indirectly from the Gondola or from the use or operation thereof; (iii) each and every commercial exchange that takes place on the Premises, including food and beverage sales, rentals, merchandise, concessionaires, and others occupying or using space or rendering services on the Premises; and (iv) allowing the deduction of sales or excise taxes imposed by any governmental entity and collected by Tenant.

5.7 Damages. Tenant shall be responsible for any and all costs associated with repairing, restoring, and replacing improvements on the Premises, including but not limited to irrigation, turf, utilities, fencing, signage, poles, the electrical system, the lighting, and the driving and field surfaces within the Premises that are damaged by Tenant, whether due to the acts of its owners, directors, employees, agents or guests. Notwithstanding the foregoing, Tenant is not responsible for damage to improvements on the Premises caused solely by the acts or omissions of the Landlord, its agents or employees working within the scope of their duties.

5.8 On- and Off-Site Impacts from Use of Premises. The Parties hereby acknowledge that the impacts caused by locating the Project in Phil Baux Park on the public park, the amenities and public assets associated therewith, and the surrounding neighborhood are unknown at this time. As such the Parties agree they will meet annually to discuss the impacts on Phil Baux Park and the immediate surroundings, including but not limited to, neighborhood parking, noise and congestion issues; Phil Baux Park turf and/or surface issues; the redevelopment and/or master planning of Phil Baux Park; and the potential need to increase amenities serving Phil Baux Park and Project users, such as restrooms, and cost-sharing for increased amenities.

5.9 Utilities at Tenant's Cost. At all times during this Amended and Restated Lease Tenant shall be solely responsible for and promptly pay all charges for gas, electricity, water/sewer, waste removal, telecommunications, and any other utility used or consumed by Tenant on the Premises. Tenant shall have an electrical meter, gas meter and all other necessary meter(s) installed at the Premises for Tenant's utility usage and the cost of such meter(s) installation, maintenance, upgrade and repair shall be paid for by Tenant.

ARTICLE 6. INDEMNITY.

6.1. Damage to Persons or Property. During the Amended and Restated Lease Term Landlord, its elected officials, officers, agents, and employees shall not in any event whatsoever be liable for any injury or death to any person or happening on or about the Premises; for any injury or damage to the Infrastructure; for any injury or damage to any property or utilities of Tenant; or for any injury or damage to property of any other person, third-party, entity or association on or about the Premises. Tenant shall defend, hold harmless and indemnify the Landlord, and its respective elected officials, officers, agents, and employees (each an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any and all claims, loss, damage, injury, actions, causes of action and liability of every kind and nature whatsoever (including, without limitation, the fees and costs of counsel) incurred by or asserted against any Indemnified Party/ies in connection with, arising out of, in response to, whether directly or indirectly, arising from and during its tenancy, its use of the Premises and/or the Infrastructure, and of or from any of its operations and activities thereon or connected thereto. Notwithstanding the foregoing, this Section shall not be construed to and shall not impose an obligation to indemnify and save harmless the Landlord or any of its elected officials, officers, agents or employees from any claim, loss, damage, liability, or expense arising from any willful misconduct or negligence by the same. This Section shall survive termination of this Amended and Restated Lease.

6.2 Hazardous Materials. Tenant shall defend, hold harmless and indemnify the Landlord, and its respective elected officials, officers, agents, and employees (each an "Indemnified Party" and collectively, the "Indemnified Parties") from and against any and all claims, loss, damage, injury, actions, causes of action and liability of every kind and nature whatsoever (including, without limitation, the fees and costs of counsel and engineering consultants) (the "Liabilities") incurred by or asserted against any Indemnified Party/ies in connection with, arising out of, in response to, or in any manner relating to, whether directly or indirectly, violation of any Environmental Law, Hazardous Material law, or any Release, threatened Release and any existing or future condition of pollution, contamination or Hazardous Substance-related nuisance on, or under or from the Premises. This Section shall survive termination of this Amended and Restated Lease.

ARTICLE 7. INSURANCE

7.1 **Property Insurance**. During the Amended and Restated Lease Term Tenant shall keep the Ski Infrastructure insured against loss or damage by a property insurance policy providing coverage of the perils of direct damage as insured under the Insurance Services Office (ISO) "Causes of Loss-Special Form" or equivalent with limits in sufficient amounts such that the proceeds of such insurance shall not be less than the replacement value of the Ski Infrastructure.

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

7.3 **Commercial General Liability**. Tenant shall, at Tenant's expense, maintain a policy or policies of Commercial General Liability insurance with the premiums thereof fully paid on or before due date, issued by and binding upon an insurance company with a Best Rating Guide A Class 15 Rating, such insurance to afford minimum portion of not less than a single limit for bodily injury and property damage of not less than Three Million Dollars ($3,000,000.00). The insurance policy shall cover all risks incident to Tenant's use of the Premises and business in connection therewith. Tenant shall maintain, at its expense, fire and extended coverage insurance on all of its Infrastructure and personal property.

7.4 **Worker's Compensation**. Tenant shall maintain Workers' Compensation Insurance for all of Tenant's employees who are in any way connected with the Premises. Such insurance shall comply with all applicable state laws.

7.5 **Certificates Insurance.** Tenant shall furnish and deposit with Landlord certificates of all such insurance policies to be maintained by Tenant with evidence of payment of the premiums thereon obtained prior to the Execution Date of this Amended and Restated Lease, and copies of all insurance policies obtained at any time thereafter during the term of this Amended and Restated Lease.

7.6 **Required Clauses.**

(a) All policies required by this Amended and Restated Lease shall name the Landlord, as an additional insured.

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

ARTICLE 8. DEBT SECURITY; TRANSFER; ASSIGNMENT.

8.1 **Purpose of Restrictions.** Tenant recognizes:

(a) The importance of the Project to the general welfare of the community; and

(b) The importance to Landlord and the community of the standards of use, operation and maintenance of the Project and Premises; and

(c) The fact that the Premises being leased are a public park centrally located in the Town of Jackson and a coveted community asset; and

(d) Reliance by Landlord upon the unique qualifications and community character of Tenant to serve as the catalyst for activity at the Premises and upon the continuing interest which Tenant will have in the Premises to assure the quality and character of the use, operation and maintenance deemed critical by Landlord in the development of the Project; and

(e) The fact that a change in ownership or control of the owner of the Premises and Project, or of a substantial

part thereof, or any other act or transaction involving or resulting in a significant change in ownership or with respect to the identity of the party in control of Premises or the degree thereof is for practical purposes a transfer or disposition of the Project.

It is because of these qualification and characteristics that Landlord is entering into this Amended and Restated Lease with Tenant and that Debt Security, Transfers and Assignment are permitted only as provided.

8.2 Transfer and Debt Security Prohibited. Tenant may not, whether voluntarily or by operation of law nor whether in whole or in part, mortgage, pledge, hypothecate, deed in trust, collaterally or absolutely assign its interest in this Amended and Restated Lease, the Premises, or any interests or rights appurtenant to this Amended and Restated Lease, otherwise encumber the leasehold estate or the Premises, or assign or pledge the same as security for any debt ("Transfer"). A Transfer shall be deemed to include any attempt by Tenant to make or permit any voluntary or involuntary, total or partial, sale, assignment, conveyance, mortgage, pledge, encumbrance, or other transfer of any or all of the leasehold estate or Ski Infrastructure. Any Transfer or attempt to do so shall constitute an Event of Default under this Amended and Restated Lease.

8.3 Consent for Transfer Required. Any attempt to Transfer Tenant's interest in this Amended and Restated Lease without Landlord's prior written consent shall be null and void, and any assignee, sublessee, secured party or transferee shall acquire no right or interest by reason of such attempted Transfer.

8.4 Permitted Transfer. Notwithstanding the foregoing, Landlord's prior written consent of Transfer of this Amended and Restated Lease or conveyance of Tenant's leasehold interest in the Premises, or any part thereof, shall not be required to effectuate a Transfer to a Wyoming entity owned entirely by Tenant ("Permitted Transfers"). . In the event of a Permitted Transfer by Tenant pursuant to this Section, Tenant nevertheless agrees that within thirty (30) days following such Permitted Transfer it shall give written notice to Landlord of such assignment or transfer along with a true and complete copy of the executed assignment or transfer document.

8.5 Permitted Sale. Notwithstanding the foregoing, Landlord's prior written consent of Transfer of the Ski Infrastructure shall not be required to effectuate the following ("Permitted Sale"):

(a) A sale of the Ski Infrastructure from Snow King Mountain Resort, LLC to another owner as part of a sale of all of Snow King Mountain LLC's recreational improvements to said new owner.

ARTICLE 9. BOND; REMOVAL; RESTORATION.

9.1 Performance Bond. Tenant shall, as a material condition of this Amended and Restated Lease, and prior to the Execution Date, deliver to the Landlord a Performance Bond in the amount of $150,000.00, payable to the Landlord to ensure compliance with the following obligations of this Amended and Restated Lease: i) removal of the Summit Lift and its related infrastructure; ii) relocation of the Cougar Lift and its related infrastructure; iii) restoration of those areas previously occupied by the Summit and Cougar Lifts and any of their associated infrastructure; iv) construction of the Gondola. Upon completion of each items i-iv, the corresponding percentage of the Performance Bond will be released to Tenant such that at the completion of all items i-iv, the entirety of the Performance Bond shall be released by Landlord to Tenant. Item (i) 10%, item (ii)20%, item (iii) 5%, item (iv) 75%. The required Performance Bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Wyoming, and satisfactory to the Landlord in form and substance, and must be maintained until all obligations in items i-iv above are satisfied. The Performance Bond must provide:

(a) That the Landlord may recover on the Performance Bond upon the Landlord 's certification that the Tenant is in Default of the Amended and Restated Lease after all applicable cure periods have run; and

(b) That the amounts recoverable under the Performance Bond shall be recoverable jointly and severally from the Tenant and the surety; and

(c) That the total amount of the Performance Bond remaining upon any Default shall be forfeited in favor of the Landlord in the event Tenant fails to Complete Construction specifically of items i-iv above; and

(d) The following endorsement:

> "This Performance Bond may not be cancelled, allowed to lapse or the amount thereof reduced until at least thirty (30) days after receipt by the Town of Jackson, Wyoming, by certified mail, of a written notice from the issuer of the Performance and Restoration Bond of its intent to cancel the Performance and Restoration Bond, to allow it to lapse or to reduce the amount of the Performance and Restoration Bond."

9.2 Restoration Bond. Tenant shall, as a material condition of this Amended and Restated Lease, and prior to the Execution Date, deliver to Landlord a Restoration Bond in the amount of $50,000 payable to Landlord to ensure compliance with the provisions of this Lease governing Removal of the Ski Infrastructure. The Restoration Bond shall be payable as follows: in 2030 $16,000, in 2040 $16,000, and in 2050 $18,000. In the event Tenant installs a new Gondola after 2050, the Restoration Bond shall be released to Tenant. Thereafter, the Restoration Bond payment obligations shall repeat in successive 10-year periods as set forth in this section with the dollar amounts modified by the adjustment set forth in the following section.

(a) In the event a new Gondola is installed by Tenant during the Term of this Amended and Restated Lease as it may be extended, Tenant shall increase the Restoration Bond by the change in the Wyoming Cost of Living Index published by the State of Wyoming Economic Analysis Division from January 1, 2021 to the date 6 months before the installation of a new Gondola. The required Restoration Bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Wyoming, and satisfactory to the Landlord in form and substance, and must be maintained until all obligations to Landlord under this Amended and Restated Lease, specifically including obligations to Restore all disturbed areas, are satisfied. The Restoration Bond must provide:

(i) That the Landlord may recover on the Restoration Bond upon the Landlord's certification that the Tenant is in Default of the Amended and Restated Lease after all applicable cure periods have run; and

(ii) That the amounts recoverable under the Restoration Bond shall be recoverable jointly and severally from the Tenant and the surety; and

(iii) That the total amount of the Restoration Bond shall be forfeited in favor of the Landlord in the event the Tenant fails to continue to operate the Gondola and Cougar Lifts for at least one entire winter or summer season per 12-month period during the Term or Extended Term of this Amended and Restated Lease or if Tenant transfers, assigns, mortgages, pledges, or hypothecates in any way Tenant's interest in this Lease, or the Amended and Restated Lease Terminates and the Removal obligations are not fulfilled – absent the Parties agreeing to alternate conveyance of the Ski Infrastructure to the Landlord; and

(iv) The following endorsement:

> "This Restoration Bond may not be cancelled, allowed to lapse or the amount thereof reduced until at least thirty (30) days after receipt by the Town of Jackson, Wyoming, by certified mail, of a written notice from the issuer of the Performance and Restoration Bond of its intent to cancel the Performance and Restoration Bond, to allow it to lapse or to reduce the amount of the Performance and Restoration Bond."

9.3 Removal. Unless otherwise agreed to within one (1) year of the Expiration of this Lease, Tenant shall, at Tenant's sole expense accomplish complete Removal of all Ski Infrastructure from the Premises. The obligations of this provision shall survive Termination of this Lease and be an obligation owed by Tenant to Landlord.

9.4 Restoration. Unless otherwise agreed to, within one (1) year of the Expiration of this Amended and Restated Lease, Tenant shall, at Tenant's sole expense, Restore all affected areas and sites within the Premises. The obligations of this provision shall survive Termination of this Amended and Restated Lease and be an obligation owed by Tenant to Landlord.

9.5 Tenant's Failure to Completely Remove and Restore.

(a) Tenant's failure to timely, completely Remove and Restore pursuant to this Article shall constitute an abandonment by Tenant and results in the Ski Infrastructure becoming the property of the Landlord without compensation to the Tenant, but such shall not and does relieve the Tenant's liability for the complete Removal of all Ski Infrastructure and Restoration of the same, and specifically costs of said Removal of all Ski Infrastructure and/or Restoration imposed on Landlord by Tenant's failure.

(b) This Article and the obligations herein shall survive Termination of this Amended and Restated Lease and be an obligation owed by Tenant to Landlord.

ARTICLE 10. ASSURANCES OF LANDLORD

10.1 Landlord to Give Peaceful Possession. Landlord covenants that it owns Premises in fee simple and has the full right and authority to make this Amended and Restated Lease. Landlord covenants and warrants that Tenant shall have, hold and enjoy, during the Amended and Restated Lease Term, peaceful, quiet and undisputed possession of the Premises without hindrance or molestation by or from Landlord so long as no Event of Default exists and is continuing under this Amended and Restated Lease.

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

10.3 Title to Infrastructure. Landlord covenants and agrees that no part of the Ski Infrastructure constructed, erected, or placed by Tenant on the Premises shall be or become, or be considered as being, affixed to or a part of Landlord's real property and Landlord specifically covenants and agrees that all personal property and Ski Infrastructure of every kind and nature constructed, erected, or placed by Tenant on the Premises shall be and remain the property of Tenant and may be removed by Tenant anytime in Tenant's discretion. Notwithstanding the foregoing, if Tenant Defaults or if Tenant fails Remove and/or Restore the Premises in accordance with this Amended and Restated Lease, the Ski Infrastructure shall become the property of the Landlord without compensation to the Tenant.

ARTICLE 11. TERMINATION; EVENT OF DEFAULTS; REMEDIES

11.1 Termination.

(a) Termination of Agreement for Breach. Either party may terminate this Amended and Restated Lease prior to the expiration of the Term if there is an Event of Default of this Amended and Restated Lease, as defined

in this Article, and the defaulting Party fails to cure such Default within the time frames set forth in this Article.

(b) Effect of Termination. Upon Termination of this Amended and Restated Lease (i) Tenant's access and use of the Premises shall automatically and immediately cease and (ii) Tenant's outstanding Rent and any other amounts become due and owing immediately.

11.2 Events of Default. Any one or more of the following events shall constitute an "Event of Default":

(a) Tenant's failure to make Rent payments, as required pursuant to this Amended and Restated Lease, or any other payment required under this Amended and Restated Lease, and continuance of such failure for more than 60 days after Rent is due; or

(b) Failure of Tenant to Complete Construction prior to the date for completion in Section 4.2 ; or

(c) Failure of Tenant to Complete Removal of Ski Infrastructure and/or Restoration in accordance with Article 9; or

(d) Failure of Tenant to continuously operate the Ski Infrastructure in accordance with the Snow King Master Plan; or

(e) Failure of the Tenant to observe and perform any material covenant, condition or agreement hereunder on its part to be performed, and (A) continuance of such failure for a period of thirty (30) days after receipt by Tenant of written notice specifying the nature of such default, or (B) if by reason of the nature of such default the same cannot be remedied within said thirty (30) days, the Tenant's failure to commence to cure such default within said thirty (30) days or the failure, after commencing, to diligently pursue such cure to completion; or

(f) Any mortgage, pledge, hypothecation, or encumbrance of the leasehold interest or Ski Infrastructure or unpermitted Transfer or unpermitted Sale of any kind by Tenant; or

(g) Failure of Tenant to comply with (a) any applicable law, ordinance, rule or regulation of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter or (b) any Project Permits, or (c) other officer of every governmental agency now having or hereafter acquiring with permitting or regulatory authority over the Project, the Premises or the Ski Infrastructure after cure periods of 90 days from Tenant's receipt of notice of such violation; or

(h) A general assignment by the Tenant for the benefit of creditors; or

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

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

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

(l) Attachment, execution, or other judicial seizure of all or substantially all of the Tenant's assets.

11.3 Remedy of Material Breach by Tenant. At any time after the occurrence of an Event of Default hereunder, Landlord may terminate this Amended and Restated Lease by giving Tenant written notice thereof, setting forth in such notice an effective date for termination which is not less than ninety (90) days after the date of such notice, in which event this Amended and Restated Lease and Tenant's estate created hereby and all interest of Tenant and all parties claiming by, through or under Tenant shall automatically terminate upon the effective date for termination as set forth in such notice, with the same force and effect and to the same extent as if the effective date of such notice had been the date originally fixed in Article 3 hereof for the expiration of the Amended and Restated Lease. In such event:

(a) Landlord, its agents or representatives, shall have the right, without further demand or notice, to reenter and take possession of the Premises at any time from and after the effective termination date without

being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or existing breaches of covenants. In the event of Default by Tenant, Tenant shall have until the expiration of the period of time to remove the Ski Infrastructure and improvements as provided in the Forest Service Special Use Permit to remove the Ski Infrastructure and related improvements erected on the Premises by Tenant, unless such Ski Infrastructure and related improvements are ordered to remain until a specified time by a court of competent jurisdiction. If not removed within such time-period, the Ski Infrastructure and related improvements shall immediately become the property of the Landlord without compensation to the Tenant. In such event, Tenant shall nonetheless remain responsible for the costs of removing such infrastructure if Landlord elects, in writing, to have it removed within 90 days of receipt of such notice. This obligation shall survive termination of the Amended and Restated Lease.

Upon the exercise of Landlord's remedies pursuant to this Article, Tenant shall execute such releases, deeds, and other instruments in recordable form as Landlord shall reasonably request to accurately set forth of record the then current status of Tenant's estate, Tenant's rights hereunder, and ownership of the Ski Infrastructure.

11.4 Past Due Rent and Damages. Landlord's election to Terminate this Amended and Restated Lease does not affect Landlord's right to sue for all past due Rent and any other damages to which the Landlord may be entitled.

11.5 Remedy Not Exclusive. The rights and remedies stated in this Amended and Restated Lease are not exclusive and, in the event of a breach hereof or a dispute, the Parties are entitled to pursue any of the remedies provided herein by law or by equity.

11.5 Delay. No course of dealing between the parties or any delay on the part of a Party to exercise any right it may have under this Amended and Restated Lease shall operate as a waiver of any of the rights hereunder or by law or equity provided, nor shall any waiver of any prior default operate as the waiver of any subsequent default, and no express waiver shall affect any term or condition other than the one specified in such waiver and that one only for the time and manner specifically stated.

ARTICLE 12. MISCELLANEOUS

12.1 Integration and Binding Effect. This Amended and Restated Lease, all attached Exhibits and all Recitals herein, constitute the entire agreement between Landlord and Tenant; no prior written promises, or prior contemporaneous, or subsequent oral promises or representations, shall be binding. The provisions of this Amended and Restated Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

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

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

Tenant:
Snow King Mountain Resort LLC
P.O. Box 1846
Jackson, Wyoming 83001

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

12.4 Counterparts. This Amended and Restated Lease may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

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

12.6 No Merger. There shall be no merger of this Amended and Restated Lease or any interest in this Amended and Restated Lease nor of the leasehold estate created by this Amended and Restated Lease, with the fee estate in the Property, by reason of the fact that this Amended and Restated Lease or such interest in the Amended and Restated Lease, or such leasehold estate may be directly or indirectly held by or for the account of any person who shall hold the fee estate in the Property, or any interest in such fee estate.

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

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

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

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

12.11 Amendments. This Amended and Restated Lease shall not be amended or changed except by written instrument signed by the parties hereto.

12.12 Governmental Immunity. Landlord does not waive its governmental immunity by entering into this Amended and Restated Lease and specifically retains immunity and defenses available to it as a governmental entity pursuant to Wyo. Stat. Ann. §1-39-101, *et seq.,* and all other state law.

12.13 Recording. Landlord and Tenant shall record this Amended and Restated Lease in the Office of the Teton County Clerk once Exhibits A, C and Exhibit D are replaced with exhibit(s) showing the final construction plans approved by the Town.

ARTICLE 13. FORCE MAJEURE

13.1 Force Majeure Event. If Tenant is delayed or hindered in or prevented from the performance of any act required under this Amended and Restated Lease by reason of labor troubles, inability to procure material or labor, failure of power, restrictive governmental laws or regulations, riots, war, epidemics, pandemics, fires, natural disasters, or other reason of a like nature not the fault of the Parties, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. There must be a correlation between the event or circumstance and the obligation sought to be delayed. Where the force majeure event or circumstance substantially frustrates the purpose of this Amended and Restated Lease without fault by the parties, the Tenant's obligations may be fully discharged under the Amended and Restated Lease.

13.3 Invocation. If a party seeks to invoke this provision, it shall provide written notice of its intent to do so to the other as soon as practically possible, which notice must include (i) the party's reason for invoking this force majeure provision, (ii) the correlation between the force majeure event and the obligation sought to be delayed or discharged, and (iii) an estimate as to the length of time the party anticipates being delayed, hindered or prevented from performing under this Amended and Restated Lease

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

Intentionally left blank; Signatures follow on next page

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Lease as of the Execution Date.

TENANT:

SNOW KING MOUNTAIN RESORT, LLC.

By:_____Date:_____

Name, Title:_____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as the _____ of the Snow King Resort, LLC, who is personally known to me or has established their identity and authority to me by reasonable proof, this _____day of _____, 2024.

.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires:

LANDLORD:

TOWN OF JACKSON

BY:_____Date:_____
Hailey Morton Levinson, Mayor

ATTEST:

BY:_____
Riley Taylor, Town Clerk

State of Wyoming)
) ss.
County of Teton)

The foregoing instrument was acknowledged before me by Pete Muldoon, as the Mayor of the Town of Jackson, and Roxanne DeVries Robinson, as the Deputy Town Clerk for the Town of Jackson, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this_____day of _____, 2024.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires:

Exhibit A
Phil Baux Park Legal Description

All of the Blocks Numbered 7, 8, and 9 of the Meadowland Addition to the Town of Jackson, Teton County, Wyoming, and a Tract of land designated “Parking” on the Official Plat of the Survey of the said Meadowland Addition, Numbered 17407 and Filed for Record on February 16, 1939, as Plat No. 127, in the Office of the County Clerk and Ex-Officio Register of Deeds of Teton County, Wyoming.

MOUNTAIN TRACT

NW1/4SW1/4 of Section 34, T41N, R116W, Teton County, Wyoming, excepting therefrom the North 429 feet.

PHIL BAUX PARK

EXISTING PLAYGROUND

EXISTING BOULDER PARK

PARKING TO REMAIN

10"ø WATER SUPPLY LINE FROM KARNS MEADOW

TICKET SALES BUILDING

PROPOSED STAIRCASE: 6 FT WIDE CAST-IN-PLACE, WITH DUAL HANDRAILS. (5FT WALKING WIDTH). 14" TREAD, 6" RISE STEPS.

GONDOLA LOADING PLAZA (SNOW MELT)

EXISTING PARKING LOT

PROPOSED GONDOLA BASE

SKI LODGE

EXISTING PARKING LOT

PAVED MAINTENANCE ROAD

PROPOSED END OF MAINTENANCE ACCESS LOOP ROAD

6
8227.13
Found Brass Cap

ASPEN DRIVE

S CACHE ST

PROPOSED STORMWATER CONTROL BERM & CATCH BASIN INLET

ONE TOWN HILL

PROPOSED RE-ALIGNED BURIED UTILITIES

ICE RINK

MAINTENANCE ROAD SWITCHES TO GRAVEL SURFACING

PROPOSED RELOCATED COUGAR CHAIRLIFT BASE

PINE DRIVE

×16086

PROPOSED RE-ALIGNED BURIED UTILITIES

PROPOSED GRAVEL ACCESS ROAD

PROPOSED SNOW MAKING PUMP HOUSE

GONDOLA CENTERLINE

PROPERTY BOUNDARY (TYP.)

℄ COUGAR CHAIRLIFT

PROPERTY BOUNDARY (TYP.)

BASE STATION PROPOSED SITE PLAN

SCALE: 1" = 30' (24X36)

0 30 60

N E

Exhibit C

INTERNAL REVIEW SET: 12-08-20

DATE	12/08/2020	REV.
SURVEYED	NE	
ENGINEERED	FD,DB,NB,BG	
DRAWN	FD,DB,NB,BG	
CHECKED	DD	
APPROVED	DD	

NELSON ENGINEERING
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DRAWING TITLE
BASE STATION PROPOSED SITE PLAN

JOB TITLE
SNOW KING MOUNTAIN RESORT
TOJ GEC PERMIT SET
JACKSON, WYOMING

DRAWING NO
C2.0

JOB NO
19-262-01

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\v4 Drawings\Civil\USGM-GONDOLA-BASE.dwg (C2.0 BASE STATION PROPOSED SITE PLAN) - Dec 09 2020 09:37:09 am PLOTTED By: kates DWG TOMWAT 2.0.0

PROPERTY BOUNDARY (TYP.)

GONDOLA CENTERLINE

REMOVE EXISTING SUMMIT CHAIRLIFT TOWER

RELOCATE LIGHTS TO NEW TOWERS, POWER FEED TO GUNS, AND WATER HYRDANTS AT EACH "SN" LOCATION.

℄ COUGAR CHAIRLIFT

EXISTING COUGAR CHAIRLIFT TOWER: TO REMAIN IN SERVICE

RELOCATE LIGHTS TO NEW TOWERS, POWER FEED TO GUNS, AND WATER HYRDANTS AT EACH "SN" LOCATION. – TYP ALL THE WAY UP

PROPERTY BOUNDARY (TYP.)

USFS

USFS

USFS

USFS

UPHILL/MOUNTAIN TRACT PARCEL SITE PLAN

SCALE: 1" = 50' (24X36)

0 50 100

Exhibit C

INTERNAL REVIEW SET: 12-08-20

NELSON ENGINEERING
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DATE	12/08/2020
SURVEYED	NE
ENGINEERED	FD,DB,NB,BG
DRAWN	FD,DB,NB,BG
CHECKED	DD
APPROVED	DD

REV.

DRAWING TITLE: UPHILL MOUNTAIN TRACT SITE PLAN

JOB TITLE: SNOW KING MOUNTAIN RESORT
TOJ GEC PERMIT SET
JACKSON, WYOMING

DRAWING NO: C2.1

JOB NO: 19-262-01

S:\Proj\2019\262-01 (Snow King Summit Gondola Improvements)\4 Drawings\Civil\SSGH-GONDOLA-BASE.dwg (C2.1 UPHILL MOUNTAIN TRACT SITE PLAN) - Dec 09 2020 09:55:00 am PLOTTED By: bates DWG FORMAT: 23.0

LAYOUT: PARKING EXHIBIT×3604 - PRINTER/PC3: DWG To PDF.pc3 - PAGE SETUP: 22×34 PDF BW - Publish - DWG VER: 24.1 - PLOTTED BY: Sue Karichner
DWG NAME: S:\Proj\2019\262-01 Snow King Summit Gondola Improvements\4 Drawings\Phil Baux Park - Parking Exhibit\Parking Exhibit.dwg - DATE/TIME: 4/28/2023 11:37:46 AM

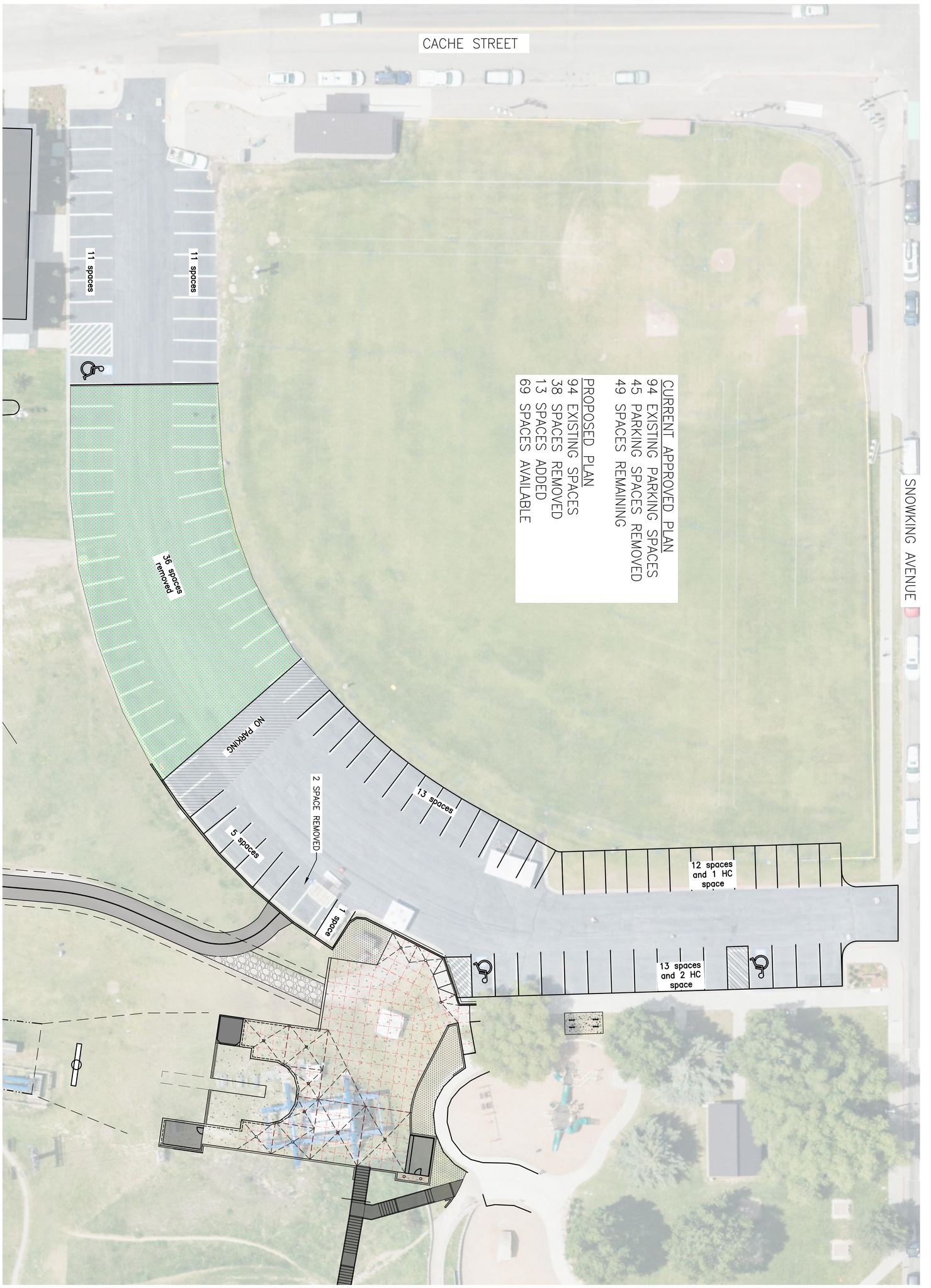


EXHIBIT D

DRAWING NO: 1	JOB TITLE: PHIL BAUX PARK	DRAWING TITLE: PARKING EXHIBIT	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE: 5/11/2023	REV.
JOB NO: 19-262-01				SURVEYED:
				ENGINEERED:
				DRAWN: SK
				CHECKED: DD
				APPROVED:

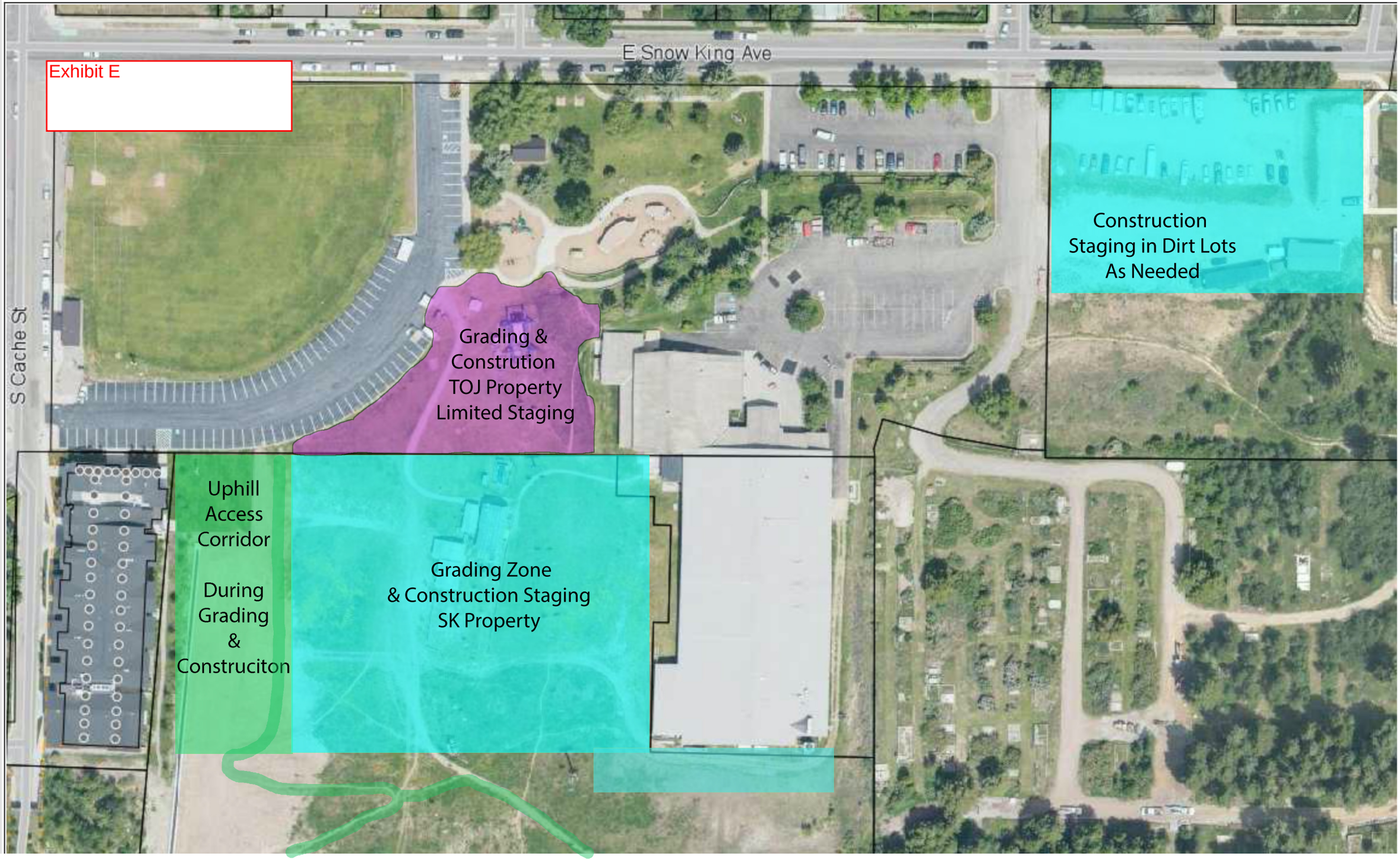


Exhibit E
E Snow King Ave
S Cache St
Grading &
Constrution
TOJ Property
Limited Staging
Construction
Staging in Dirt Lots
As Needed
Uphill
Access
Corridor
During
Grading
&
Construciton
Grading Zone
& Construction Staging
SK Property

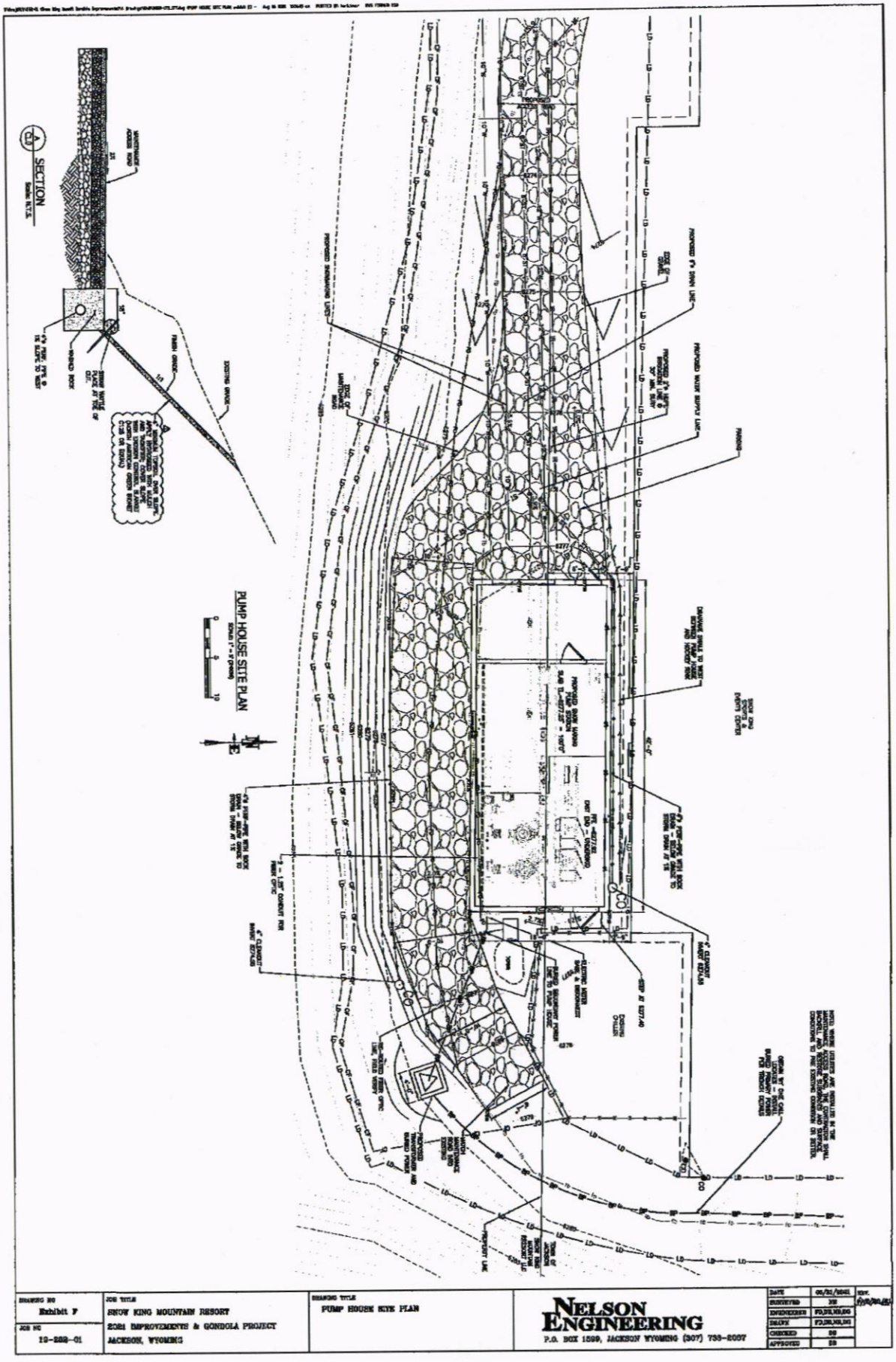

SECTION
PUMP HOUSE SITE PLAN
NELSON ENGINEERING
P.O. BOX 1569, JACKSON WYOMING (307) 733-2087
Exhibit F
12-282-01
SNOW KING MOUNTAIN RESORT
2021 IMPROVEMENTS & GONDOLA PROJECT
JACKSON, WYOMING
PUMP HOUSE SITE PLAN

EXHIBIT F

STAFF REPORT

Meeting Date:	May 6, 2024	**Meeting Title:**	Regular Meeting - Consent
Submitting Department:	Joint Housing	**Presenter:**	April Norton
Agenda Item:	Special Restriction for Workforce Ownership Housing Located at 440 W. Kelly Avenue	**Public Comment:**	Yes

Purpose & Policy Considerations.
The Council will consider two Amended and Restated Special Restrictions for Workforce Ownership Housing located at 440 W. Kelly Avenue, Units 2 and 12.

Requested Action.
Approval of the Special Restrictions and signed by the Mayor.

Recommendations.
Staff recommends approval of the restrictions as attached to this staff report.

Background.
Kelly Place Condos located at 440 W. Kelly Avenue is a public-private partnership that created 12 Workforce homes. Council approved the attached restriction at their February 5, 2024 Regular Meeting. The restriction allows the developer to sell the unit to a business at initial sale and then requires that all subsequent sales go through the Housing Department's weighted drawing process and are sold to an owner-occupier.

Today, the deed restrictions for Units 2 and 12 are before Council. Sticky Ducks LLC (unit 12) and Pony Draw Ventures LLC (unit 2) are the buyers. Unit 2 is being purchased for $825,000 and Unit 12 is being purchased for $885,000.

Analysis.
Council has previously considered and approved this restriction template for use for this type of deed restriction and purchaser type. No changes are being proposed to the template.

Possible Alternatives.
Alternative to the staff recommendation, the Town Council may reconsider the terms of the restriction.

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

Fiscal Impact.
No impact to the Town.

Staff Impact.
Housing staff have spent approximately 4 hours on this item and the Town Attorney spent approximately 1.5 hours on this item.

Attachments or Links.
- Amended and Restated Special Restriction for Unit 2 Workforce Ownership Housing Located at 440 West Kelly Condominiums Addition to the Town of Jackson
- Amended and Restated Special Restriction for Unit 12 Workforce Ownership Housing Located at 440 West Kelly Condominiums Addition to the Town of Jackson

Suggested Motion.
I move to approve the Amended and Restated Special Restriction for Units 2 and 12 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.

Amended and Restated Special Restrictions
For Workforce Ownership Housing
Located at the
440 West Kelly Condominium Addition to the Town of Jackson

These Amended and Restated Special Restrictions for Workforce Ownership Housing ("Amended and Restated Special Restrictions") are made this ____ day of _____, 2024 (the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, a municipal corporation of the State of Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in the Town of Jackson, Wyoming, and more specifically described as the 440 West Kelly Condominium Addition to the Town of Jackson, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, and more specifically described on Exhibit A, attached hereto and incorporated herein by ("Land");

WHEREAS, as a condition of its approval to develop the 440 West Kelly Condominium Addition to the Town of Jackson as set forth in the B20-0794 issued on April 21, 2021 (the "Approval"), Owner was required to provide Workforce Ownership Housing in accordance with the Approval;

WHEREAS, on February 21, 2023 Special Restrictions For Workforce Ownership Housing Located at the 440 West Kelly Condominium Addition to the Town of Jackson were recorded against all units (Unit 1 through 12) within the 440 West Kelly Condominium Addition to the Town of Jackson;

WHEREAS, on December 18, 2023, the Owner requested an amendment to the Special Restrictions For Workforce Ownership Housing Located at the 440 West Kelly Condominium Addition to the Town of Jackson allowing for Units 2, 11, and 12 to be sold one-time at Initial Sale (as defined herein) to businesses that will then be required to rent them to a Qualified Household that meets the Workforce Program requirements and the Town Council approved the amendment with the requirement that Units 2, 11, and 12 be sold at the current list price;

WHEREAS, on February 5, 2024, the Town Council approved such request;

WHEREAS, Owner is restricting the following unit within the 440 West Kelly Condominium Addition to the Town of Jackson ("Residential Unit"):

A. Unit 2, with two (2) bedrooms.

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

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

WHEREAS, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Amended and Restated Special Restrictions after construction of the Units, immediately after recordation of the Plat. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Amended and Restated Special Restrictions are filed. To be clear, when used in this Agreement, the term "Owner" shall refer to the Owner signing these Amended and Restated Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner;

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

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

RESTRICTIONS:

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

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

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use, and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations ("Qualified Household") with the following exceptions: i) that upon recordation of these Amended and Restated Special Restrictions the Owner may still hold title to the Residential Unit, and ii) that the Units may be sold one-time at Initial Sale (as defined herein) to businesses that will then be limited to renting them to a Qualified Household that meets the Workforce Program requirements at a sale price not to exceed, but which may be lower than,

$895,000 and that all subsequent sales must be to a Qualified Household. If, after one (1) year from the Effective Date ("Sales Period"), Owner is unable to sell the Residential Unit, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling the Residential Unit during this time period, subject to any applicable leases. At the conclusion of the Sales Period the Town of Jackson or the Housing Department will have the right to order an appraisal that will be paid for by Owner ("First Appraisal"). Such appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the First Appraisal is less than the Owner's selling price at the time of the First Appraisal, the Owner will be required to adjust the selling price accordingly, will list the Residential Unit for sale at or below the appraised value from the First Appraisal, and the Owner's deadline to sell the Residential Unit shall be extended by 12 months from the date the appraisal is received ("Second Sales Period"). In this Second Sales Period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases. If, after the appraisal and expiration of the Second Sales Period, the Residential Unit has not sold at the appraised price ("Third Sales Period"), then a second appraisal shall be ordered ("Second Appraisal"). The Second Appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the Second Appraisal is less than the First Appraisal, the Owner will be required to adjust the selling price accordingly. If the Second Appraisal is more than the First Appraisal, the selling price shall be reduced by 10% below the First Appraisal. In this Third Sales Period period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases.

For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

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

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

Or

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

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

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

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

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

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

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

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

A. Occupancy.

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified

Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

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

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

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

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

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

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

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such Resale of a Residential Unit shall be subject to these Amended and Restated Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Amended and Restated Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from

an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Amended and Restated Special Restrictions may apply in determining the purchase price.

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

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

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

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

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

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

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

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

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

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

A. Purchase Option.

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

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

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

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

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

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

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

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

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

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

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

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

E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

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

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

SECTION 10. QUALIFIED MORTGAGE.

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

1 (i) Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which have a maximum loan to value ratio of One Hundred percent (100%); or (ii) is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

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

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

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

iii. A non-affiliated, legitimate, “finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with an Owner or owner or any family member of Owner or owner; or

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

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

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

1 be deemed unsecured; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict Owner's or an owner's right of statutory redemption, in which

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

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

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

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

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

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

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

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

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

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

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

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

SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever, unless such damage or injury is caused by the willful act or gross neglect of the Town, its employees or agents, on or about the Residential Unit, or for Owner's or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and the Town of Jackson, unless otherwise provided herein.

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

SECTION 21. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

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

Owner:

440 W Kelly Partners, LLC,
a Wyoming limited liability company

By: _____
Jacob Roller, Manager

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

On the _____ day of _____, 2024, the foregoing instrument was acknowledged before me by Jacob Roller as Manager of 440 W Kelly Partners, LLC, a Wyoming limited liability company.

Witness my hand and official seal.

_____
Notary Public

TOWN OF JACKSON:

_____
By: Hailey Morton Levinson, Mayor

ATTEST

_____
Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____day of _____, 2024, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, Mayor for the Town of Jackson, Teton County, Wyoming, and Riley Taylor, Town Clerk for the Town of Jackson, a Wyoming municipality and known to me, or proven by satisfactory evidence, to be the Mayor that executed the foregoing and acknowledged said instrument to be the free and voluntary act and deed, by authority of Statute of said municipality, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the Town of Jackson, Wyoming.

_____

(seal) Notary Public

JACKSON TETON COUNTY AFFORDABLE HOUSING DEPARTMENT
(Acknowledgement as to form)

_____
_____, Housing Manager

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

On the _____ day of _____, 2024, the foregoing instrument was acknowledged before me by _____, as Housing Manager of the Jackson Teton County Affordable Housing Department.

Witness my hand and official seal.

_____
Notary Public

EXHIBIT A

440 West Kelly Condominium Addition to the Town of Jackson, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, which includes the following unit:

Unit 11 – PIDN: _____

Amended and Restated Special Restrictions
For Workforce Ownership Housing
Located at the
440 West Kelly Condominium Addition to the Town of Jackson

These Amended and Restated Special Restrictions for Workforce Ownership Housing ("Amended and Restated Special Restrictions") are made this ____ day of _____, 2024 (the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, a municipal corporation of the State of Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in the Town of Jackson, Wyoming, and more specifically described as the 440 West Kelly Condominium Addition to the Town of Jackson, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, and more specifically described on Exhibit A, attached hereto and incorporated herein by ("Land");

WHEREAS, as a condition of its approval to develop the 440 West Kelly Condominium Addition to the Town of Jackson as set forth in the B20-0794 issued on April 21, 2021 (the "Approval"), Owner was required to provide Workforce Ownership Housing in accordance with the Approval;

WHEREAS, on February 21, 2023 Special Restrictions For Workforce Ownership Housing Located at the 440 West Kelly Condominium Addition to the Town of Jackson were recorded against all units (Unit 1 through 12) within the 440 West Kelly Condominium Addition to the Town of Jackson;

WHEREAS, on December 18, 2023, the Owner requested an amendment to the Special Restrictions For Workforce Ownership Housing Located at the 440 West Kelly Condominium Addition to the Town of Jackson allowing for Units 2, 11, and 12 to be sold one-time at Initial Sale (as defined herein) to businesses that will then be required to rent them to a Qualified Household that meets the Workforce Program requirements and the Town Council approved the amendment with the requirement that Units 2, 11, and 12 be sold at the current list price;

WHEREAS, on February 5, 2024, the Town Council approved such request;

WHEREAS, Owner is restricting the following unit within the 440 West Kelly Condominium Addition to the Town of Jackson ("Residential Unit"):

A. Unit 12, with two (2) bedrooms.

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

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

WHEREAS, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Amended and Restated Special Restrictions after construction of the Units, immediately after recordation of the Plat. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Amended and Restated Special Restrictions are filed. To be clear, when used in this Agreement, the term "Owner" shall refer to the Owner signing these Amended and Restated Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner;

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

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

RESTRICTIONS:

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

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

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use, and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations ("Qualified Household") with the following exceptions: i) that upon recordation of these Amended and Restated Special Restrictions the Owner may still hold title to the Residential Unit, and ii) that the Units may be sold one-time at Initial Sale (as defined herein) to businesses that will then be limited to renting them to a Qualified Household that meets the Workforce Program requirements at a sale price not to exceed, but which may be lower than,

$895,000 and that all subsequent sales must be to a Qualified Household. If, after one (1) year from the Effective Date ("Sales Period"), Owner is unable to sell the Residential Unit, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling the Residential Unit during this time period, subject to any applicable leases. At the conclusion of the Sales Period the Town of Jackson or the Housing Department will have the right to order an appraisal that will be paid for by Owner ("First Appraisal"). Such appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the First Appraisal is less than the Owner's selling price at the time of the First Appraisal, the Owner will be required to adjust the selling price accordingly, will list the Residential Unit for sale at or below the appraised value from the First Appraisal, and the Owner's deadline to sell the Residential Unit shall be extended by 12 months from the date the appraisal is received ("Second Sales Period"). In this Second Sales Period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases. If, after the appraisal and expiration of the Second Sales Period, the Residential Unit has not sold at the appraised price ("Third Sales Period"), then a second appraisal shall be ordered ("Second Appraisal"). The Second Appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the Second Appraisal is less than the First Appraisal, the Owner will be required to adjust the selling price accordingly. If the Second Appraisal is more than the First Appraisal, the selling price shall be reduced by 10% below the First Appraisal. In this Third Sales Period period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases.

For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

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

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

Or

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

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

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

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

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

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

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

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

A. Occupancy.

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified

Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

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

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

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

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

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

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

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such Resale of a Residential Unit shall be subject to these Amended and Restated Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Amended and Restated Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from

an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Amended and Restated Special Restrictions may apply in determining the purchase price.

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

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

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

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

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

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

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

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

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

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

A. Purchase Option.

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

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

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

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

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

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

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

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

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

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

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

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

E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

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

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

SECTION 10. QUALIFIED MORTGAGE.

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

1 (i) Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which have a maximum loan to value ratio of One Hundred percent (100%); or (ii) is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

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

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

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

iii. A non-affiliated, legitimate, “finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with an Owner or owner or any family member of Owner or owner; or

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

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

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

1 be deemed unsecured; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict Owner's or an owner's right of statutory redemption, in which

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

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

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

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

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

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

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

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

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

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

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

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

SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever, unless such damage or injury is caused by the willful act or gross neglect of the Town, its employees or agents, on or about the Residential Unit, or for Owner's or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and the Town of Jackson, unless otherwise provided herein.

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

SECTION 21. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

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

Owner:

440 W Kelly Partners, LLC,
a Wyoming limited liability company

By: _____
Jacob Roller, Manager

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

On the _____ day of _____, 2024, the foregoing instrument was acknowledged before me by Jacob Roller as Manager of 440 W Kelly Partners, LLC, a Wyoming limited liability company.

Witness my hand and official seal.

_____
Notary Public

TOWN OF JACKSON:

_____
By: Hailey Morton Levinson, Mayor

ATTEST

_____
Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____day of _____, 2024, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, Mayor for the Town of Jackson, Teton County, Wyoming, and Riley Taylor, Town Clerk for the Town of Jackson, a Wyoming municipality and known to me, or proven by satisfactory evidence, to be the Mayor that executed the foregoing and acknowledged said instrument to be the free and voluntary act and deed, by authority of Statute of said municipality, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the Town of Jackson, Wyoming.

_____

(seal) Notary Public

JACKSON TETON COUNTY AFFORDABLE HOUSING DEPARTMENT
(Acknowledgement as to form)

_____
_____, Housing Manager

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

On the _____ day of _____, 2024, the foregoing instrument was acknowledged before me by _____, as Housing Manager of the Jackson Teton County Affordable Housing Department.

Witness my hand and official seal.

_____
Notary Public

EXHIBIT A

440 West Kelly Condominium Addition to the Town of Jackson, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, which includes the following unit:

Unit 11 – PIDN: _____

STAFF REPORT

Meeting Date:	May 6, 2024	**Meeting Title:**	Regular Town Council Meeting
Submitting Department:	Planning Department	**Presenter:**	Katelyn Page
Agenda Item:	P24-032: Request for a Subdivision Plat at the property addressed at 255 E. Snow King Avenue	**Public Comment:**	Yes

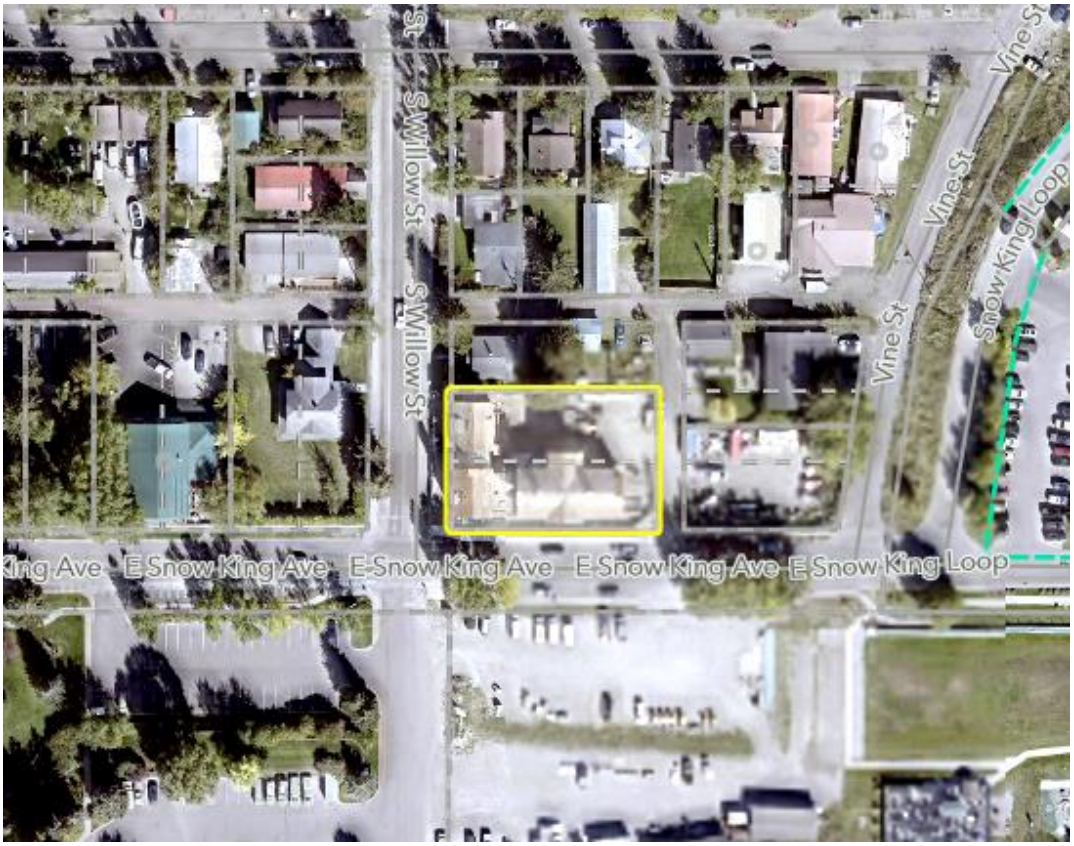
Purpose & Policy Considerations.
A Subdivision Plat is required to divide land or airspace, including condominiums and townhouse subdivisions, and all subdivision plats must be reviewed and approved by the Town Council at a public hearing per Section 8.5.4 of the Town of Jackson Land Development Regulations.

Requested Action.
The applicant is requesting approval of a Subdivision Plat for the Stags Landing Condominium Addition to the Town of Jackson at the property addressed at 255 E. Snow King Avenue.

Recommendations.
The Planning Director recommends **approval** of a Subdivision Plat for the Stags Landing Condominium Addition to the Town of Jackson at the property addressed at 255 E. Snow King Avenue, subject to the Land Development Regulations, the department reviews, and the following condition of approval:

1. Within sixty (60) calendar days from the date of Town Council approval, all department reviews shall be addressed to the satisfaction of the Town, and the Final Plat shall be recorded with the County Clerk, otherwise the subdivision plat shall expire.

Project Location.
The property is located at 255 E. Snow King Avenue and is legally described as LOTS 9,10, BLK 4, Meadowland Addition to the Town of Jackson. An aerial photo and zoning map are shown on the following page:


S Willow St
Vine St
Snow King Loop
E Snow King Ave
E Snow King Loop

Karns Ave
OR
NH-1
PR-SK
CR-1
E Snow King Loop
PR-SK
P

Background/Project Description.
The property is owned by DW 580, LLC. The structure is 3 stories, approximately 15,800 sf, and contains 2 commercial units and 1 residential unit. Commercial and residential uses on the property are served by 7 vehicle parking spaces accessed from the alley to the east, 2 vehicle parking spaces within an enclosed garage accessed from S. Willow Street, and an additional on-street vehicle spaces located along E. Snow King Avenue and S. Willow Street. The street address of the property was changed from 580 S. Willow Street to 255 E. Snow King Avenue during construction as a result of the new building orientation changing its primary entrance to face the E. Snow King Avenue frontage. Final inspections for building permit B18-0472 were completed in April 2024 but, as of the drafting of this staff report, the project has not received a final certificate of completion.

The applicant is proposing a subdivision plat to create 1 residential and 2 commercial ownership condominium units.

Analysis.
Staff find that as conditioned, the proposed subdivision plat is in conformance with the LDRs and the previously approved building permit. No exactions are required for the proposed subdivision because a re-subdivision resulting in the creation of no additional dwelling units is exempt from the requirements of LDR Sec. 7.5.2 and 7.5.3 (Parks and Schools Exactions).

Comprehensive Plan & Priority Alignment.
Pursuant to Section 8.5.4.C (Subdivision Plat) of the Land Development Regulations, the following findings shall be made for the approval of a Subdivision Plat.

1. ***Approved Physical Development Plan***. *Is in substantial conformance with an approved development plan or development option plan or is a condominium or townhouse subdivision of existing physical development;*

   Complies. The project is in substantial conformance with previously approved Building Permit (B18-0472). The development did not require additional approvals for a Development Plan or Sketch Plan.

2. ***Complies with Section 8.5.4.*** *The proposed Subdivision Plat shall comply with Section 8.5.4 – Subdivision Plat.*

   Complies. Staff finds that, as conditioned, the proposed subdivision plat complies with the standards of Section 8.5.4 – Subdivision Plat regarding the purpose, applicability, required documentation information, and review process.

3. ***Complies with Division 7.2.*** *The proposed Subdivision Plat shall comply with Division 7.2 – Subdivision Standards.*

   Complies. The proposed subdivision plat, as conditioned, meets the standards of Division 7.2 pertaining to the provision of such requirements for new roads, water and sewer infrastructure, utilities, parks, and other physical improvements necessary to safely serve the newly subdivided property and minimize impacts on existing community services and infrastructure.

4. ***Other Relevant Standards/LDRs.*** *The subdivision plat shall comply with all other relevant standards of these LDRs and other Town Ordinances.*

   Complies. Staff finds that, as conditioned, the proposed subdivision plat complies with the provisions of the LDRs and with all other Town Ordinances.

Fiscal Impact.
There is no fiscal impact related to the subdivision plat request because no exaction fees are required based on the number of dwelling units proposed in the subdivision.

Public Comment.
No public comment received.

Staff Impact.
The amount of staff time to review, research and write this staff report as well as estimated future staff time to obtain signatures and record the plat is approximately 12 hours.

Attachments or Links.
Departmental Reviews
Applicant Submittal

Suggested Motion.

I move to **approve** Subdivision Plat (P24-032) for the Stags Landing Condominium Addition to the Town of Jackson at the property addressed at 255 E. Snow King Avenue based upon the findings and conditions presented in the staff report, the departmental reviews, minor changes by staff, and subject to this staff report dated May 6, 2024.

PERMIT NOTES

Report Run On: Thursday, 25 April 2024 14:52

Permit # P24-032 **Parcel # :** 22-41-16-34-2-36-011

Site Address: 255 E SNOW KING AVE

Project Name: 255 E Snow King Ave. - Subdivision Plat

Note Type	Note Code	Text	Created By	Begin Date	End Date
CONDITIONS		1. Revise name of subdivision for consistency - The name of the subdivision is inconsistent throughout the plat and CC&R documents changing between Stags Landing Condominium Addition (singular) and Stags Landing Condominiums Addition (plural). Revise to the singular throughout all plat sheets and CC&R docs. 2. Cert. of Owners Paragraph 15 alley access to property is only from the North-South alley and not directly from the East-West alley. Remove reference to east-west public alley and S. Willow Street and Vine Street, respectively portion of text. 3. Exactions No exactions are required for the proposed subdivision. A re-subdivision resulting in no additional dwelling units created is exempt from the requirements of LDR Sec. 7.5.2 and 7.5.3 (Parks and Schools Exactions). 4. LCE-P - Planning Dept. reiterates County Surveyor review comment regarding LCE-P accessed from alley. It is currently unclear whether all spaces are LCE-P Unit A or only space #4. Revise for clarity. 5. ADA parking space The ADA vehicle space is intended to serve both commercial units A and B and assigning the ADA space to a specific unit LCE-P violates this intent. Staff suggests allocating the ADA space as GCE or GCE-P with proper reference/definition reflected in the CC&Rs as needed.	KPAGE@JACKSONWY.GOV	04/03/24	4/3/24
CONDITIONS		See attached letter and sheet mark-ups. See email from county surveyor to Matt Gotham dated 4.4.2024 referencing utility vault on eastern side of property to be shown on plat sheets and three balconies belonging to Unit C to be dimensioned and labeled on plat sheets (copy of email attached.)	KPAGE@JACKSONWY.GOV	04/01/24	4/1/24
CONDITIONS		With the condominium plat application, the riser room is no longer located in a common area. Conditions of approval include. 1.) Residential and Commercial units are addressed in accordance with the International Fire Code (IFC), Section 505. Address identification shall be legible and placed in a position that is visible from the street or road fronting the property. 2.) A knox box is installed per the IFC, Section 506. Keys to the commercial units, riser room and any electrical/mechanical rooms shall be provided for life-saving or firefighting purposes. Keys shall be located in the knox. 3.) Approved signs shall be provided on or adjacent to all entry doors for ESS rooms/areas. 4.) An inspection of the commercial units shall be scheduled with this office to verify compliance with life safety codes for the space.	LPOTZ@JACKSONWY.GOV	04/01/24	4/1/24

PERMIT NOTES

Report Run On: Thursday, 25 April 2024 14:52

Note Type	Note Code	Text	Created By	Begin Date	End Date
CONDITIONS		FINAL PLAT APPROVED w CONDTITIONS P24-032 ADDRESS: 580 S Willow OWNER: 580, LLC APPLICANT: Jorgensen Associates, Matt Gotham 3/22/2024 Brian Lenz, 733-3079 DATE OF SUBMITTAL: February 28, 2024 DATE OF MATERIALS: February 28, 2024 REVISION NO.: 00 BOND FOR MONUMENTATION: $500 Bond will be released once monumentation for the subdivision has been set, or verified to be in place and not disturbed by written statement by a licensed surveyor. The engineering division has reviewed your application for a FINAL PLAT submitted on and with application materials as dated above. PRIOR TO PLAT FINAL APPROVAL THE FOLLOWING SHALL BE ADDRESSED: 1. Remove the access to lighting language from the grant of access for sewer and water facilities. 2. Provide an affidavit for the Town Engineer that the work covered by the Encroachment Agreement for shoring has been completed. 3. The parking spaces off of the alley are dimensioned less than the minimum 22 feet. Review and revise accordingly. 4. Sheet 10: There is a random line along the left border. Review and revise. 5. Condominium Declaration: Provide language for or specify where common utility ownership and expenses are covered. 6. Clarify whether or not the accessible parking space needs to be assigned to a particular unit and revise documents if necessary.	BTLENZ@JACKSONWY.GOV	03/22/24	3/22/24
GENERAL		Kellie and I have reviewed the Plat for Stags Landing Condominium Addition to the Town of Jackson. We only found the Officials names, Clerk, Engineer, and the Planner dont have TOWN in their titles. For example, Town Clerk, Town Engineer, and Town Planner. We feel this is necessary, so they are not confused with the County Officials.	KPAGE@JACKSONWY.GOV	03/12/24	3/12/24

On Sight
LAND SURVEYORS, INC.
Todd Cedarholm, PLS

Town of Jackson Planning Department and Building Department April 1, 2024
P.O. Box 1687
Jackson, WY 83001

ATTN: Katelyn Page, Planner
RE: P24-032, Condominium Plat of Lots 9-10, Block 4, Meadowland Addition
Stags Landing Condominium Addition

Dear Katelyn:
I have reviewed the proposed plat dated 2-28-2024 accompanying the P24-032 application. I would suggest that the surveyor address the following items:

General content and Sheet 1

- The total plat acreage must be noted.
- The applicant phone number should be added.
- In the COO the description of WS 34-20-101 through 34-20-104 the outdated phrase ***"…1977 as amended"*** does not apply and should be deleted.
- In the COO, ***Resolution 98-10***, is identified with an incorrect instrument number.
- The condition described in that Encroachment Agreement described in instrument #1029437 and noted in the Certificate of Owner must be drawn on the boundary survey, Sheet 2.

Sheet 2

- The vicinity map must include a proper title describing, section, township, range. PM, and county.
- The vicinity map requires a north arrow.
- The vicinity map must have the aliquot parts labeled.
- The length of the west boundary line is incorrect.
- The project benchmark should be identified on the map and not simply described in a note.
- The source of the Basis of Bearing should be noted, i.e. from a map, plat, deed, or GPS.
- The map line work is confusing, the building lines and adjacent parcel lines should be different. Lines used to show the extent of dimensions should be a different weight or type than the wall line they are associated with.
- The parking scheme depicted on the overview map appears to assign all eight parking spaces to Unit A, is this the correct intent?
- The basement level structure on the east side of the building shown on Section A-A, Sheet 7 of 10 must be identified and added to the overview map.
- The second level balcony on the west side of the building appurtenant to Unit C, LCE-B Unit C, shown on Sheet 5 of 10 Second Floor Level plan view and cross section B-B Sheet 8 of 10, must be added to the overview map.
- The second level balcony on the south side of the building appurtenant to Unit C, LCE-B Unit C, shown on Sheet 5 of 10 Second Floor Level plan view and cross section D-D Sheet 9 of 10, must be added to the overview map.

PO Box 9347 Jackson, Wyoming 83002
cellular (307) 413-1219 todd@onsightsurvey.com

On Sight
LAND SURVEYORS, INC.
Todd Cedarholm, PLS

Sheet 2 continued

- The third level balcony on the north side of the building appurtenant to Unit C, LCE-B Unit C, shown on Sheet 6 of 10 Third Floor Level plan view and cross section D-D Sheet 9 of 10, must be added to the overview map.
- Ties to two PLSS corners must be shown.

Sheets 3, 4, 5, 6 Plan Views

- There are multiple instances of missing, incorrect or confusing annotation that must be addressed. Photos of each sheet with red line notes are attached to this review, full size red line sheets can be supplied also.

Sheets 7,8,9,10 Cross Sections

- There are multiple instances of missing, incorrect or confusing annotation that must be addressed. Photos of each sheet with red line notes are attached to this review, full size red line sheets can be supplied also.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. This review only indicates that an examination of the exhibits has been made.

Sincerely,

Todd Cedarholm, PLS
County Surveyor, Teton County, Wyoming

PO Box 9347 Jackson, Wyoming 83002
cellular (307) 413-1219 todd@onsightsurvey.com

Katelyn Page

From: Todd Cedarholm <todd@onsightsurvey.com>
Sent: Thursday, April 4, 2024 10:55 AM
To: Matt Gotham; Katelyn Page
Subject: Stags Landing

Hi Matt,
I submitted my review to the Town on Monday, not sure if you've received it yet. I didn't have a chance to view the project in person until yesterday so this email is coming after the review.
Several things you need to address that I mentioned in the review that became clearer to me on site. See attached photo, this utility vault or whatever it is needs to be added to the plat. It appears on a cross section but it's not dimensioned or labeled. Also the three balconies on Unit C need to be added to the map view and dimensioned and labeled in the plan views and cross sections. Let me know if you have any questions. Thanks.

SHEET 3

NOTES

1. PLAN VIEWS AND SECTION VIEWS SHOWN ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS AND FROM SURVEYED MEASUREMENTS.
2. MEASUREMENT PRECISION TO ONE-TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.
3. PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOUNDATION AND TIES FROM EXTERIOR BUILDING FACE AT FIRST FLOOR LEVEL TO SUBDIVISION LOT CORNERS; ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE PERTINENT BUILDING FOUNDATION WITH THE EXCEPTION OF CURVED WALLS.
4. BASE ELEVATION = 6251.85' FOR ALUMINUM CAP INSCRIBED "PLS 3889" AT THE SOUTHEAST CORNER OF THIS SUBDIVISION AS DEPICTED ON THE OVERVIEW MAP, SHEET 2. ELEVATIONS DEPICTED HEREON REFERENCE THE NGVD 29 VERTICAL DATUM.
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6. ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AND THE STAGS LANDING OWNERS' ASSOCIATION AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
7. INTERIOR DIMENSIONS ARE TO THE FACE OF STUD WALL.
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9. IN THE EVENT OF DISCREPANCIES BETWEEN PLAN UNIT DIMENSIONS AND THE CONSTRUCTED BUILDING, THE PHYSICAL LOCATION OF THE WALLS, CEILINGS, AND FLOORS COMPRISE THE UNIT BOUNDARIES.
10. BUILDING FOOTPRINT DEPICTED HEREON DOES NOT INCLUDE ROOF EAVES/OVERHANGS. SEE BUILDING CROSS-SECTIONS (SHEETS 7-10) FOR ROOF EAVE/OVERHANG LOCATIONS.

LEGEND

- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "PLS 3889"
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Unit C
1,588.3 SF

Unit A
2,592.1 SF

GCE

CEILING SLOPES UNDER STAIR

N00°17'41"E 100.82'

N89°46'06"W 149.40'

Basement Level
Plan View

SCALE: 1 INCH = 5 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

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– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

FINAL PLAT
STAGS LANDING CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON
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IDENTICAL WITH
Lots 9 and 10 of Block 4
Meadowland Addition to the Town of Jackson
LOCATED IN THE
SW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 3 OF 10
BASEMENT LEVEL
UNITS, GCE & LCE DETAILS & NOTES

PREPARED BY: RHL MAP PREPARED: 02/28/2024 PROJECT NUMBER: 18024.00

SHEET 4

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LEGEND

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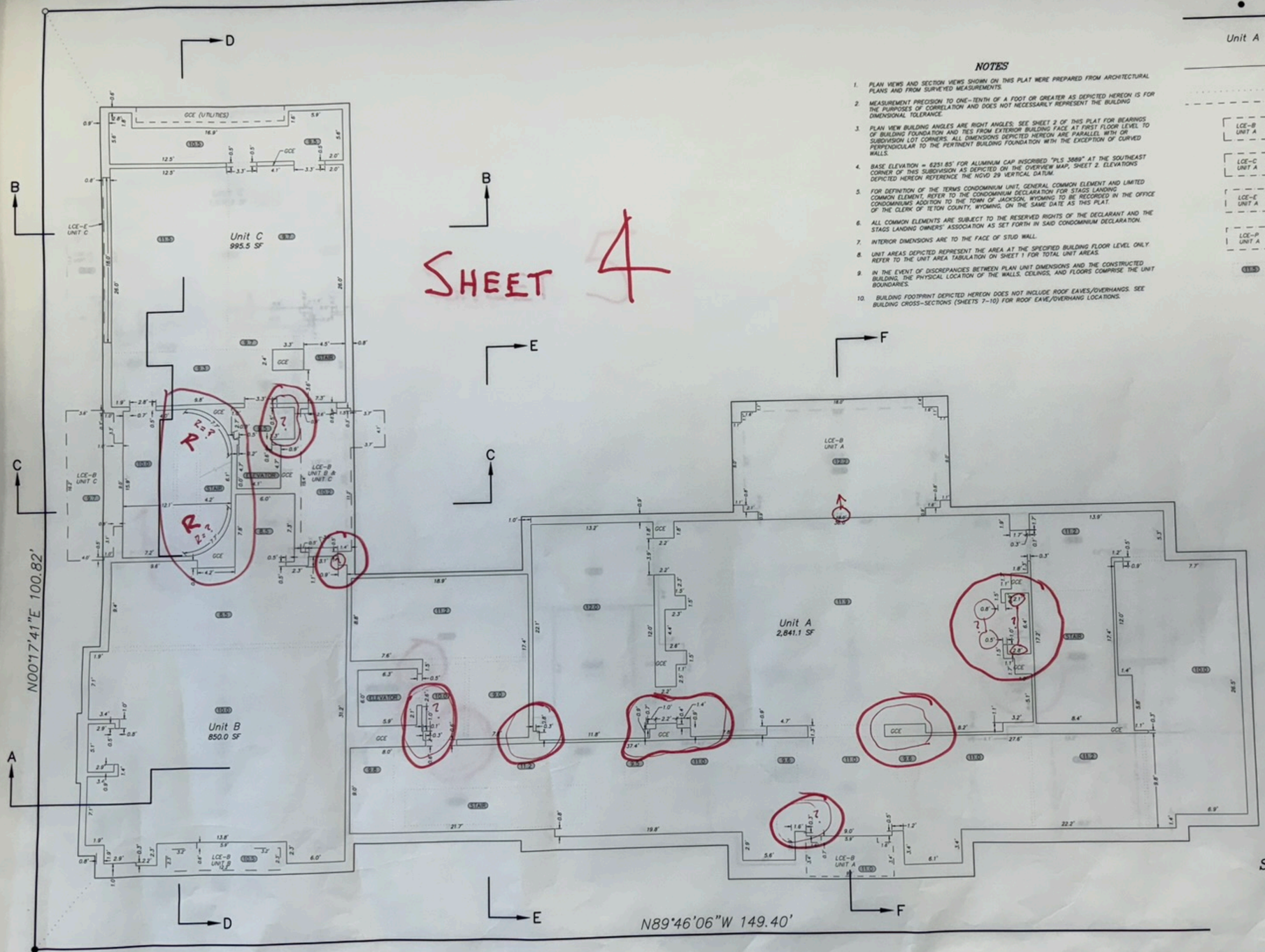

First Floor Level
Plan View

SCALE: 1 INCH = 5 FEET
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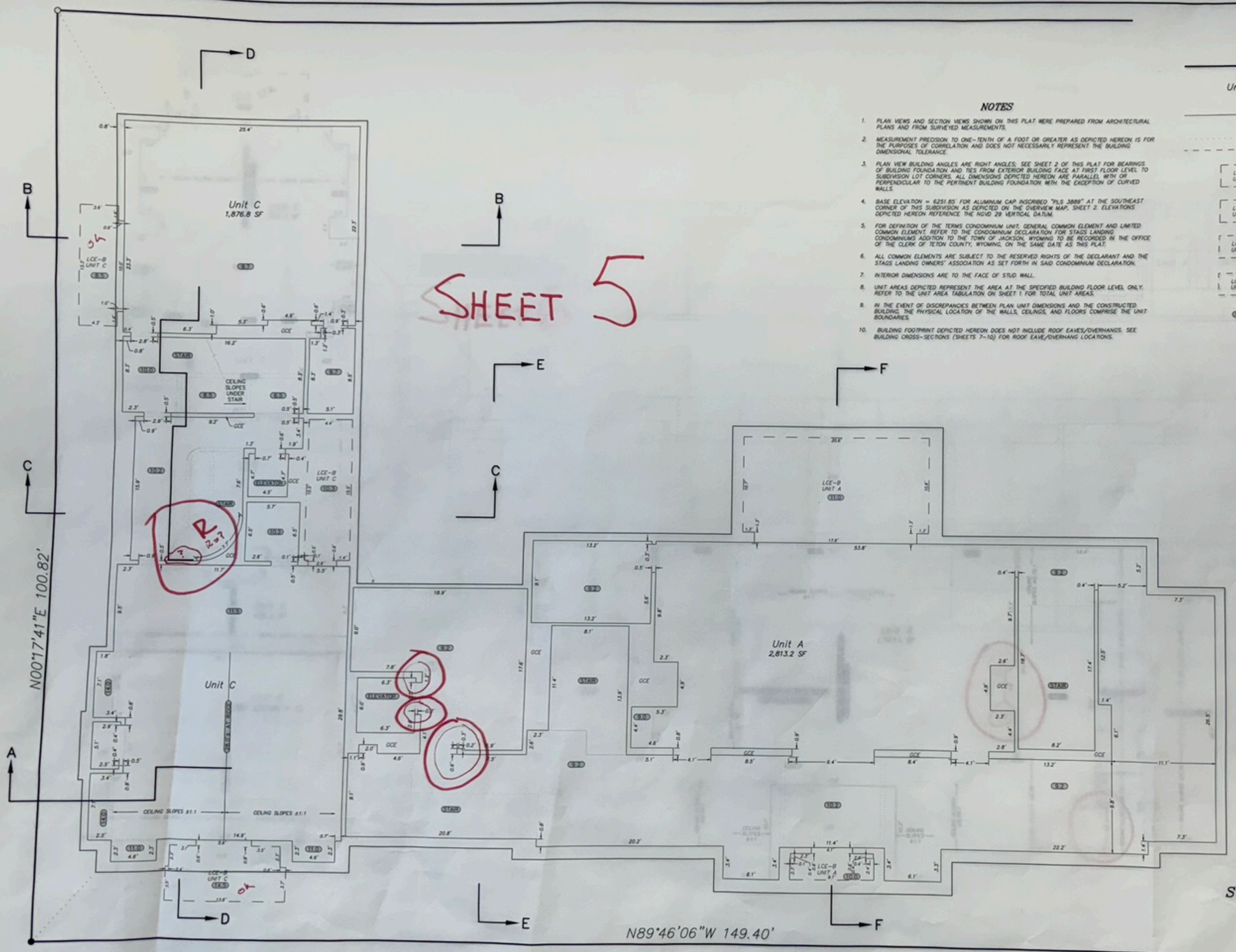
LOCATED IN THE
SW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 4 OF 10
FIRST FLOOR LEVEL
UNITS, GCE & LCE DETAILS & NOTES

PREPARED BY: RHL MAP PREPARED: 02/28/20234 PROJECT NUMBER: 18024.00

SHEET 5



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Second Floor Level
Plan View

0 5 10 15
SCALE: 1 INCH = 5 FEET
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Town of Jackson
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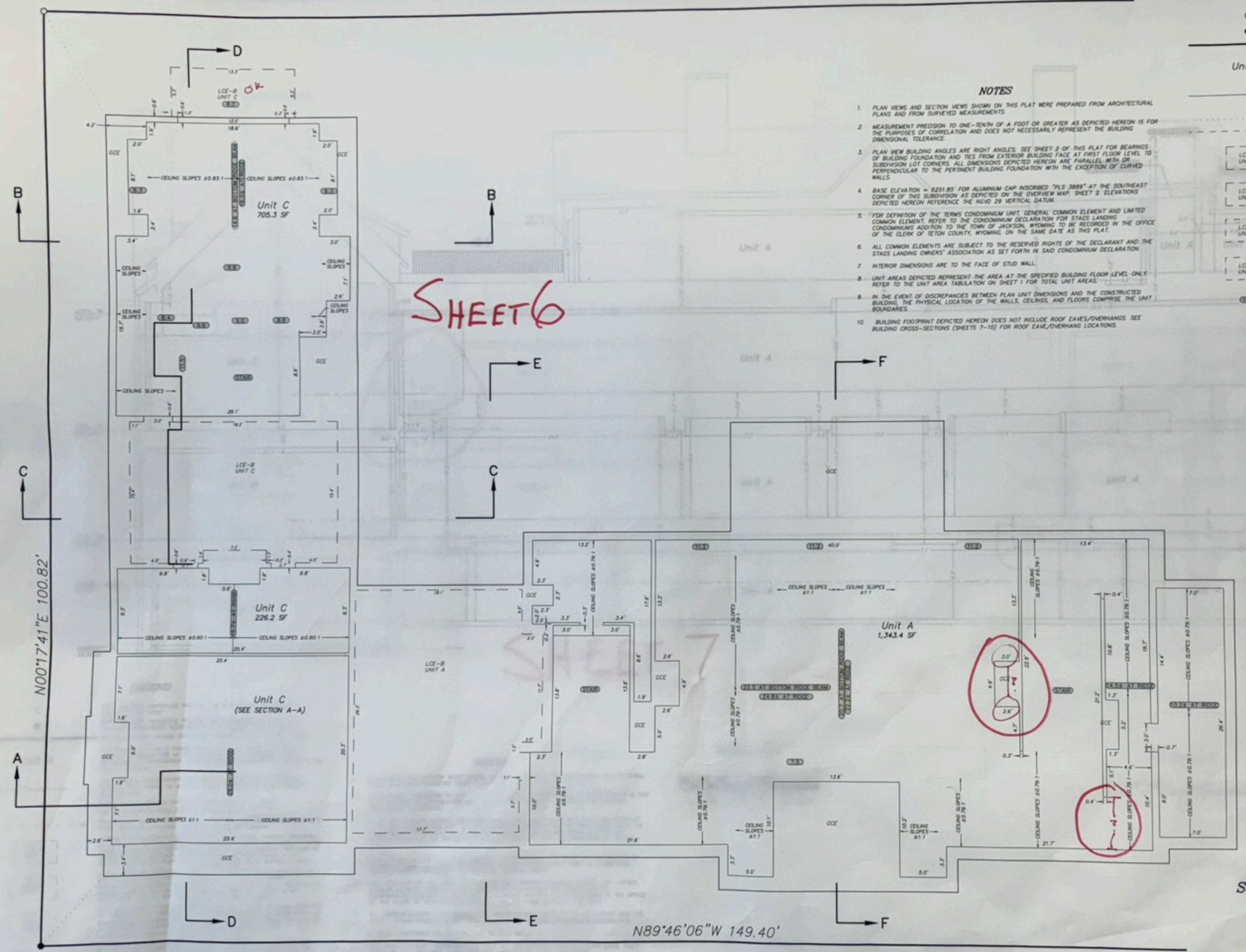
SHEET 5 OF 10
SECOND FLOOR LEVEL
UNITS, GCE & LCE DETAILS & NOTES

PREPARED BY: RHL MAP PREPARED: 02/28/2024 PROJECT NUMBER: 18024.60



SHEET 6

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Third Floor Level
Plan View

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SHEET 6 OF 10
THIRD FLOOR LEVEL
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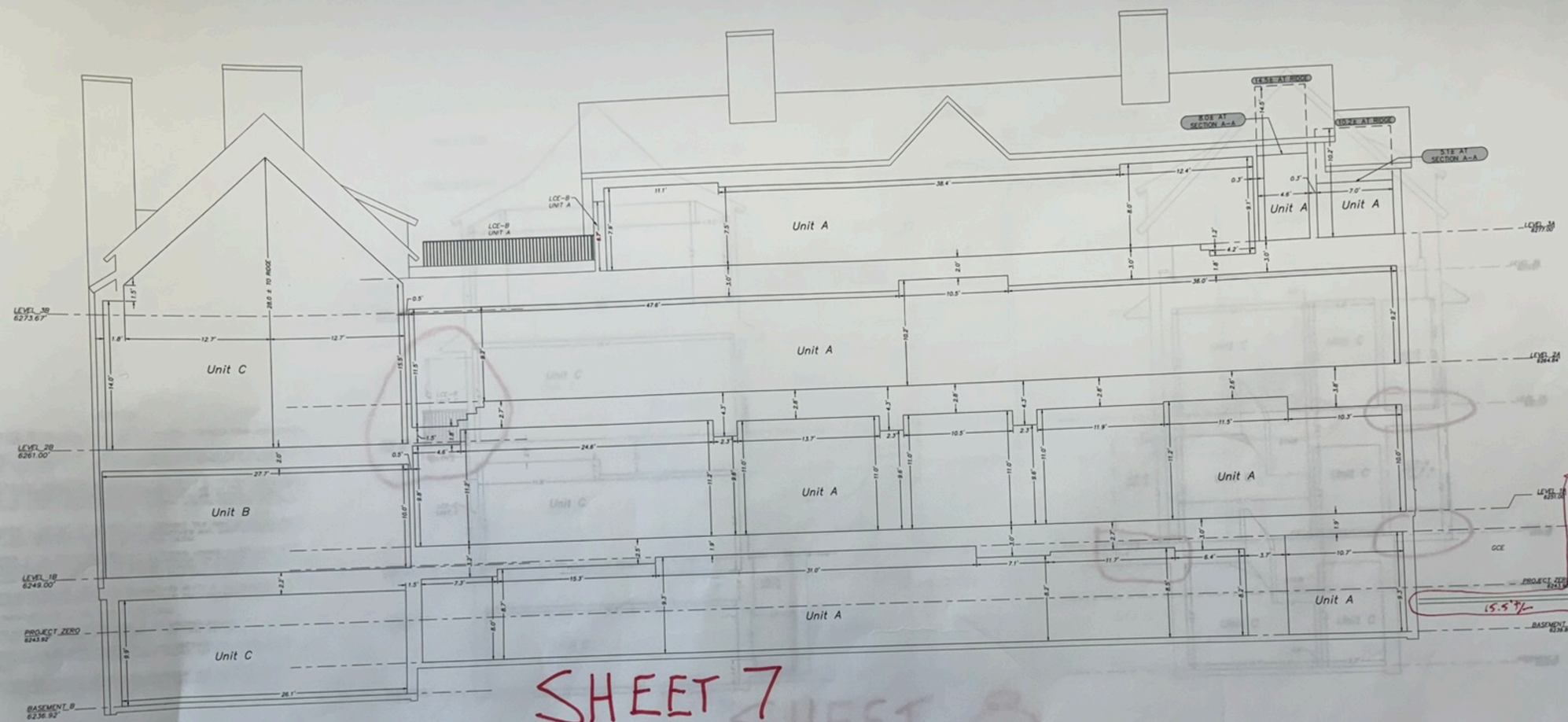

THIS STRUCTURE DOES NOT APPEAR ON THE SITE PLAN OR BASEMENT PLAN

SHEET 7

SHEET 8

LEGEND

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Section A-A

SCALE: 1 INCH = 5 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

FINAL PLAT

STAGS LANDING CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON

(A Condominium Subdivision)

IDENTICAL WITH
Lots 9 and 10 of Block 4
Meadowland Addition to the Town of Jackson

LOCATED IN THE
SW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 7 OF 10
VERTICAL SECTION EAST-WEST
UNITS, GCE & LCE DETAILS & NOTES

– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

PREPARED BY: RHL MAP PREPARED: 02/28/2024 PROJECT NUMBER: 18024.60

NOTES

1. PLAN VIEWS AND SECTION VIEWS SHOWN ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS AND FROM SURVEYED MEASUREMENTS.
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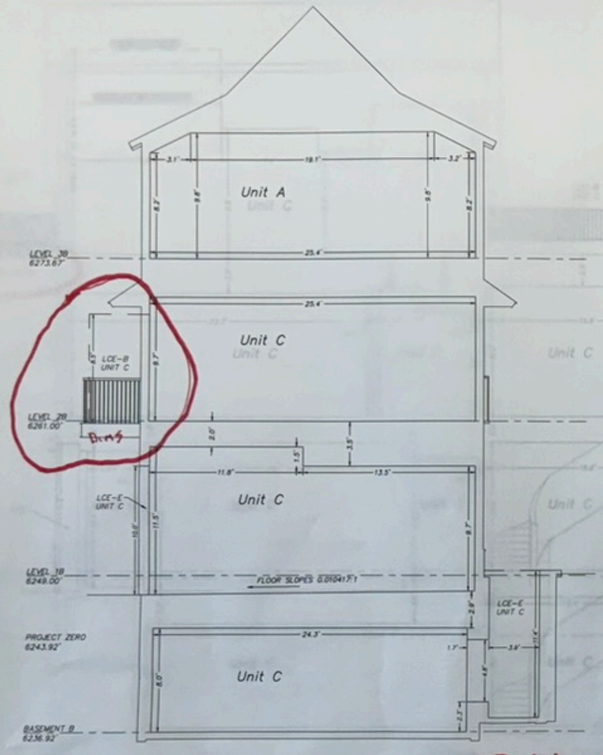
LEGEND

- ○ 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "PLS 3889"
- ● 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES P.C. PLS 13629" set this survey
- Boundary, Stags Landing Condominium Addition to the Town of Jackson
- Unit A — Unit Identification of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for Stags Landing Condominium Addition to the Town of Jackson)
- Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit)
- Represents an exterior building wall face limit in plan view
- Ties to exterior building face at first-floor level
- Boundary of General Common Elements (GCE) or Limited Common Elements (LCE), including balconies, courtyards, egress, and parking
- LCE-B UNIT A — Limited Common Element-Balcony/Patio: those limited common elements, as defined in the Declaration of Covenants, Conditions, and Restrictions for Stags Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by an owner of an appurtenant Condominium Unit of this subdivision as a balcony or patio.
- LCE-C UNIT A — Limited Common Element-Courtyard: those limited common elements, as defined in the Declaration of Covenants, Conditions, and Restrictions for Stag's Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by an owner of an appurtenant Unit of this subdivision for courtyard purposes.
- LCE-E UNIT A — Limited Common Elements-Ingress/Egress: those limited common elements, as defined in the Declaration of Covenants, Conditions, and Restrictions for Stag's Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by Unit owners of this subdivision for ingress and/or egress purposes.
- LCE-P UNIT A — Limited Common Element-Parking: those limited common elements, as defined in the Declaration of Covenants, Conditions, and Restrictions for Stag's Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by an owner of an appurtenant Unit of this subdivision for parking purposes. Final letter indicates Unit to which LCE is appurtenant.

Ceiling height as noted. See individual unit details for ceiling heights



Section B-B

SCALE: 1 INCH = 5 FEET
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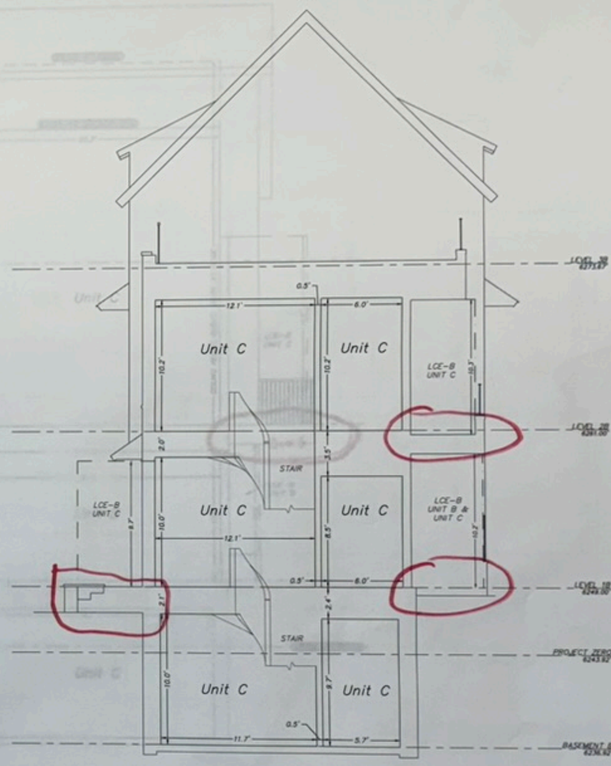

Section C-C

SCALE: 1 INCH = 5 FEET
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SHEET 8

JORGENSEN
JACKSON, WYOMING 307.733.5150
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FINAL PLAT

STAGS LANDING CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON

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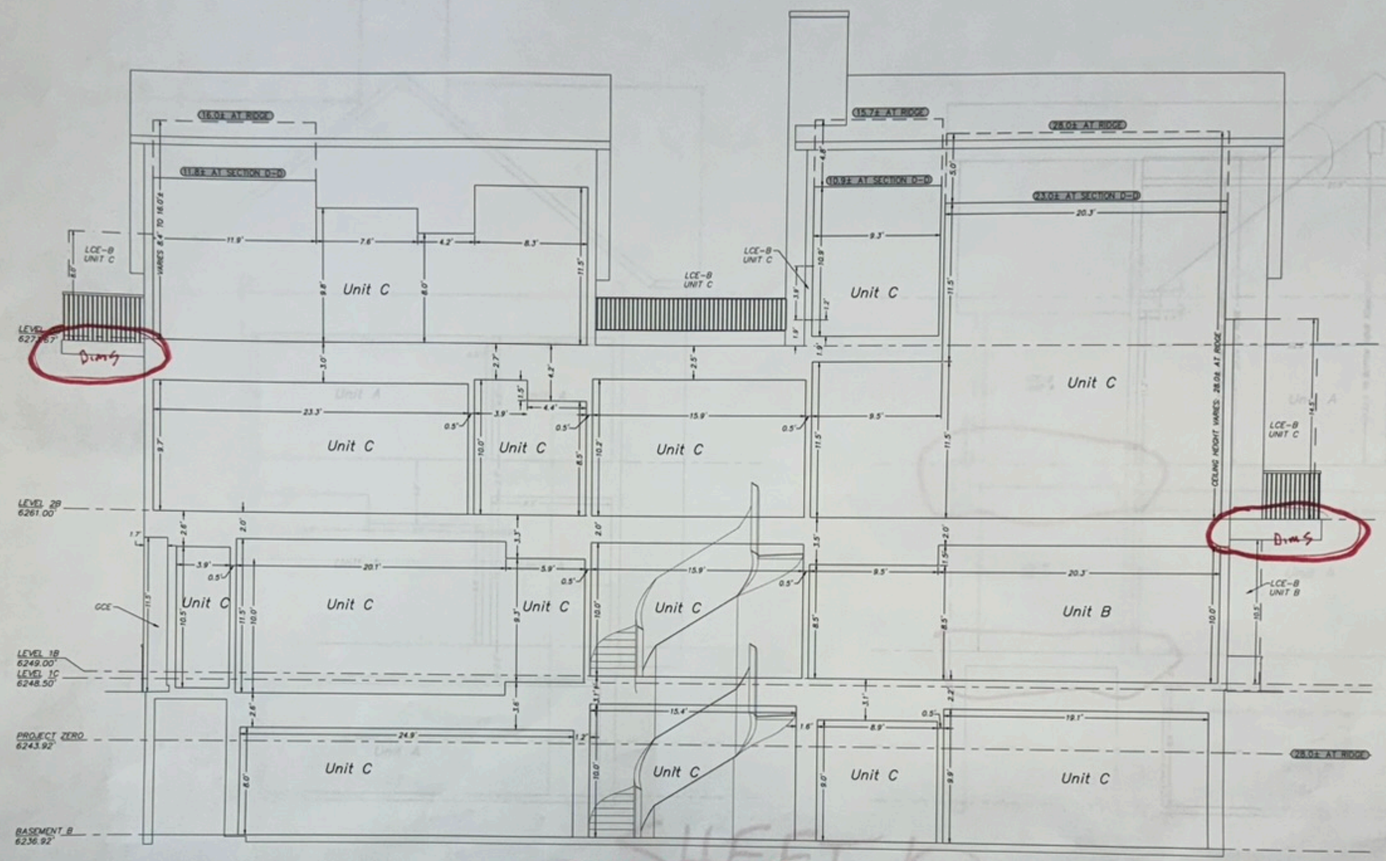
SHEET 8 OF 10
VERTICAL SECTIONS EAST-WEST UNITS, GCE & LCE DETAILS & NOTES

— PRELIMINARY —
SUBJECT TO CORRECTION AND APPROVAL

PREPARED BY: RHL MAP PREPARED: 02/28/2024 PROJECT NUMBER: 16024.60



LEGEND

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- Boundary of General Common Elements (GCE) or Limited Common Elements (LCE), including balconies, courtyards, egress, and parking
- LCE-B — Limited Common Element-Balcony/Patio: those limited common elements, as defined in the Declaration of Covenants, Conditions, and Restrictions for Stags Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by an owner of an appurtenant Condominium Unit of this subdivision as a balcony or patio.
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Ceiling height as noted. See individual unit details for ceiling heights.

NOTES

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Section D-D

0 5 10 15

SCALE: 1 INCH = 5 FEET
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JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

— PRELIMINARY —
SUBJECT TO CORRECTION AND APPROVAL

FINAL PLAT

STAGS LANDING CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON

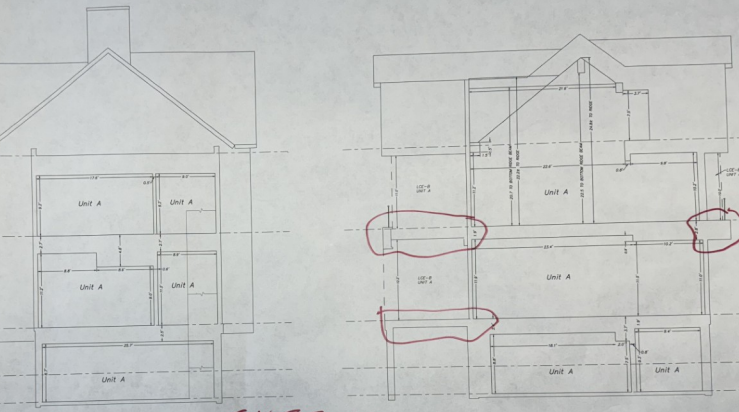
(A Condominium Subdivision)

IDENTICAL WITH
Lots 9 and 10 of Block 4
Meadowland Addition to the Town of Jackson

LOCATED IN THE
SW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 9 OF 10
VERTICAL SECTION NORTH-SOUTH
UNITS, GCE & LCE DETAILS & NOTES

PREPARED BY: RHL MAP PREPARED: 02/28/2024 PROJECT NUMBER: 18024.60



SHEET 10

LEGEND

5/8" diameter rebar with 2" diameter aluminum cap inscribed "PLS 18629"

5/8" diameter rebar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES P.C. PLS 13629" set this survey

Boundary, Stags Landing Condominium Addition to the Town of Jackson

Unit Identification of a Condominium Unit of this subdivision (i.e. Individual Airspace Unit) as defined more specifically in the Declaration of Condominium for Stags Landing Condominium Addition to the Town of Jackson

Condominium Unit perimeter wall being the boundary of an Individual Airspace Unit (Habitable part, or all of a Condominium Unit (Individual Airspace Unit))

Represents an exterior building wall face (roof or floor)

Ties to exterior Building face of Roof–Roof level

Boundary of General Common Elements (GCE) or Limited Common Elements (LCE) including Balconies, courtyards, egress, and surface elevations

Limited Common Element–Balcony/Patio: those limited common elements, as defined in the Declaration of Condominium for Stags Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by an owner of an individual Stags Landing Condominium Unit for the purpose of a balcony or patio.

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Limited Common Element–Ingress/Egress: those limited common elements, as defined in the Declaration of Condominium for Stags Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by Unit owners of the Stag's Landing Condominiums for the purpose of ingress and egress.

Limited Common Elements–Parking: those limited common elements, as defined in the Declaration of Condominium for Stags Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by Unit owners of the Stag's Landing Condominiums for the purpose of parking. Parking spaces are numbered for identification for parking purposes. Final letter designations Unit to which LCE is appurtenant

Indicates Unit to which LCE is appurtenant

Ceiling height as noted. See individual unit details for ceiling heights

Unit A

LCE-B UNIT A

LCE-C UNIT A

LCE-D UNIT A

LCE-F UNIT A

LCE-G UNIT A

Section E–E

SCALE: 1 INCH = 3 FEET
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Section F–F

SCALE: 1 INCH = 3 FEET
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– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

JORGENSEN
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FINAL PLAT
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Town of Jackson
Teton County, Wyoming
SHEET 10 OF 10
VERTICAL DATUM IS NORTH–SOUTH UNITS, SEE A LIZ DETAILS & NOTES

PREPARED BY: MHL | MAP PREPARED: 03/09/2024 | PROJECT NUMBER: 19024.00

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

February 28, 2024

Town of Jackson Planning Dept.
P.O. Box 1687
150 E. Pearl Avenue
Jackson, WY 83001
-Digitally Delivered to planning@jacksonwy.gov-

RE: Stags Landing Condominium Addition Subdivision Plat Application

Dear Staff,

Attached for sufficiency review, please find one copy of the Subdivision Plat Application for the Stags Landing Condominium Addition to the Town of Jackson which we are submitting on behalf of DW580 LLC. This subdivision application is for twelve (3) condominium located on lots 9 and 10 within block 4 of the Meadowland addition. This property is not located near any known fault lines.

- Planning Permit Application and Narrative Response to Checklist
- Draft Plat Map
- Title Report
- Proof of publication of Notice of Intent to Subdivide
- Draft of Declaration of Condominium
- A check for the application fee will be dropped off in person

Once we receive a sufficiency determination, we will provide any updates you request to the application in electronic format, and/or hard copies as requested in the number and type you would like for distribution to review agencies. Please call me if you have any questions, or if you require additional information at this time. Thank you for your assistance.

Sincerely,

JORGENSEN ASSOCIATES, INC.

Matt Gotham, Surveying Manager – Principal Surveyor

Narrative: Stags Landing Condominium Addition to the Town of Jackson Subdivision Plat (S/D)

Subdivision Summary
This Subdivision Plat (S/D) application is for the Stags Landing Condominium Addition to the Town of Jackson. This development establishes one commercial office space unit, one commercial showroom unit, and one residential unit.

A. FINDINGS FOR APPROVAL

Division 8.5.4 Subdivision Plat Findings for Approval

1. ***Is in substantial conformance with an approved development plan or development option plan or is a condominium or townhouse subdivision of existing physical development;***

   This Subdivision Plat Application does not require a Development Plan according to Section 2.2.9.D.4 of the Town of Jackson Land Use Development Regulations (LDRs) because this application is for a Condominium/Townhouse plat of existing physical development. **Complies.**

2. ***Complies with the standards of this Section;***

   This Subdivision Plat Application complies with all the standards required by Division 8.5.4. of the LDRs. **Complies.**

3. ***Complies with the subdivision standards of Division 7.2.; and***

   This Subdivision Plat complies with the development standards required by Division 7.2. Subdivision Standards of the LDRs, such as requirements for: new roads; water and sewer infrastructure; utilities; parks; and other physical improvements necessary to safely serve newly subdivided property and to minimize impacts on existing community services and infrastructure. This Subdivision Plat Application reflects the guidance of the Applicant's Design Team, the ToJ Staff, and acceptance by Town Council. **Complies.**

4. ***Complies with all other relevant standards of these LDRs and other Town Ordinances.***

   This Subdivision Plat is in compliance with all relevant standards of the LDRs and Town Ordinances. **Complies.**

B. GENERAL INFORMATION

Title Report – An Ownership and Exceptions Title Report is included in this application.

C. INITIAL SUBMITTAL

This application is for one new Subdivision Plat: Stags Landing Condominium Addition to the Town of Jackson.

1. **Draft Plat Map** – Draft subdivision plats or maps of survey prepared in association with a

Subdivision Plat or application shall contain the information required by State statute and Section 8.5.4 Subdivision Plat.

2. **Notice of Intent** – Applicant has published "Notice of Intent to Subdivide" in the Jackson Hole News and Guide. Evidence of Notice of Intent is included with this application.

3. **Subdivision Improvement Agreement** – None.

4. **Documents to be Recorded** – Applicant has included draft copies of the following documents to be recorded concurrently with this application:

    a. Declaration of Condominium for Stags Landing Condominium

PLANNING PERMIT APPLICATION
Planning & Building Department

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

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

For Office Use Only

Fees Paid_____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: Stags Landing Condominium Addition to the Town of Jackson

Physical Address: 580 S. Willow St.

Lot, Subdivision: Lots 9 & 10, Block 4, Meadowland Addition PIDN: 22-41-16-34-2-36-011

PROPERTY OWNER.

Name: DW 580 LLC Phone: 307-200-4881

Mailing Address: PO Box 910, Jackson, WY ZIP: 83001

E-mail: klaus@wrjdesign.com

APPLICANT/AGENT.

Name: Matt Gotham, Jorgensen Associates Phone: 307-733-5150

Mailing Address: PO Box 9550, Jackson, WY ZIP: 83002

E-mail: mgotham@jorgeng.com

DESIGNATED PRIMARY CONTACT.

_____Property Owner X_____Applicant/Agent

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

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

_____Sketch Plan

_____Development Plan

_____Design Review

Subdivision/Development Option

X_____ Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Map Amendment

Miscellaneous

_____**Other:**_____

_____Environmental Analysis

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

Pre-application Conference #: n/a

Environmental Analysis #: n/a

Original Permit #:

Date of Neighborhood Meeting:

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

Have you attached the following?

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

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

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

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

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

Signature of Property Owner or Authorized Applicant/Agent

2/28/2024
Date

Matt Gotham, Jorgensen Associates
Name Printed

Survey Manager
Title

LETTER OF AUTHORIZATION

DW 580 LLC ,"Owner" whose address is: PO Box 910
Jackson, WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

DW 580 LLC , as the owner of property more specifically legally described as: Lots 9 & 10, Block 4, Meadowland Addition to the Town of Jackson

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, Inc as agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

OWNER: _____

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Managing Member

(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)

STATE OF Wyoming)
)SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Wm. Rush Jenkins this 27th day of Feb., 2024

WITNESS my hand and official seal.

(Seal)

_____
(Notary Public)

My commission expires:
March 2, 2024

BARBARA B. GENTRY NOTARY PUBLIC TETON COUNTY, WYOMING My Commission Expires March 2, 2024

Plotted by: mjeffers on Feb 29, 2024 - 10:17pm

CERTIFICATE OF OWNER

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

The undersigned, acting for and on behalf of DW 580 LLC, a Wyoming limited liability company, owner and proprietor of the lands of this plat, Lots 9 and 10 of Block 4 of the Meadowland Addition to the Town of Jackson according to that plat recorded in the Office of the Teton County Clerk on February 16, 1939 as Plat No. 127, hereby certify that the foregoing subdivision is with their free consent and in accordance with their desires;

that the name of this subdivision shall be STAGS LANDING CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON, which is a condominium subdivision identical with Lots 9 and 10 of Block 4 of said Meadowland Addition to the Town of Jackson;

that said Lots 9 and 10 of Block 4 of said Meadowland Addition to the Town of Jackson are hereby vacated in accordance with Section 34–12–106 through Section 34–12–110, Wyoming Statues and that in accordance with said Section 34–12–110, said Clerk is respectfully requested to write "VACATED" across said Lots 9 and 10 of Block 4 on Plat No. 127;

that this subdivision is hereby dedicated for condominium ownership, as recognized in accordance with Wyoming Statutes 1977, as amended, Sections 34–20–101 through 34–20–104;

that the survey and measure of the individual airspace units and common elements as they appear on this plat is with the free consent and in accordance with the desires of the undersigned;

that the general common element being that portion of the subdivision lying outside of the building footprint as shown hereon and not otherwise identified as Limited Common Element (LCE) is hereby dedicated to the use and enjoyment of the owners of all units within this subdivision;

that the foregoing subdivision is in accordance with, and subject to the terms and conditions of that "Declaration of Condominium for Stags Landing Condominiums Addition to the Town of Jackson, Wyoming" to be recorded in said office of County Clerk at the time of recordation of this plat;

that the ownership of a condominium unit shall consist of ownership of a fee simple estate of an individual airspace as shown on this plat together with an undivided interest in the common elements (GCE & LCE) as defined in said "Declaration of Condominium" to be recorded in said Office on the same date as this plat;

that access to sewer and water facilities, including pipelines, manholes, meters, and valves, and access to lighting facilities including shutoffs, conduits, meters, and controls is hereby granted to the Town of Jackson;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to grant unto other parties non–exclusive easements for any purpose the undersigned deems necessary in, under, and across the foregoing subdivision and easements shown on this plat, as may be amended by the terms of the third party instruments that created such easements, provided that such future grants shall not cause unreasonable interference with the rights granted by this plat;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, and is hereby granted the right to ingress and egress over, upon, and across the foregoing subdivision, and the right to perform all construction activities necessary in, under, over, upon, and across the foregoing subdivision, including, but not limited to, grading, installation of infrastructure, landscaping, utilities and roadways and to store materials thereon and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

that an access easement across the driveways located within this subdivision is hereby granted to Teton County, Wyoming and the Town of Jackson for emergency vehicles included ambulances, fire fighting vehicles, and police vehicles;

that the foregoing subdivision is SUBJECT TO or BENEFITS FROM the following of record in said Office:

(from Wyoming Title & Escrow, Inc. Title Insurance Company Ownership and Encumbrance Report No. W–29937)

All matters as delineated on the Official Plat of Meadowland Addition to the Town of Jackson of record in the Office of the Teton County Clerk as Plat No. 127;

Resolution 98–10, establishing street names for all public and private streets within the Town of Jackson, recorded October 8, 1998, as Document 8475191 in said Office

Record of Survey No. D–16C recorded August 12, 1993 as Document 357639 said Office;

An easement over said land for electric distribution circuits and incidental purposes as granted to Lower Valley Energy, Inc. recorded November 5, 2021 as Document 1027685 in said Office;

Terms and Conditions of Encroachment Agreement between the Town of Jackson and the Undersigned Applicants, recorded December 7, 2021, as Document 1029437 in said Office;

the undersigned hereby reserve the right to create further easements for utility purposes within the subdivision;

that access to the foregoing subdivision is via adjacent S. Willow Street and E. Snow King Avenue and the north–south and east–west public alleys between E. Karns Avenue and E. Snow King Avenue and S. Willow Street and Vine Street, respectively, as shown hereon;

that this subdivision is subject to all easements, rights–of–way, reservations, agreements, restrictions and conditions of sight and or record, including, but not limited to, those shown hereon;

that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to the subdivision;

that all rights under and by virtue of the homestead exemption laws of this state are hereby released and waived;

DW 580, LLC, a Wyoming limited liability company

Signature by separate affidavit recorded concurrently with this plat.

CERTIFICATE OF MORTGAGEE

Consent of Mortgagee, Blue Sky Bank, by separate affidavit recorded concurrently with this plat.

CERTIFICATE OF ENGINEER

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

I, Thomas Kirsten, a Wyoming Professional Engineer of Jackson, Wyoming hereby certify:
that the water distribution systems and sewage collection systems designed to serve the foregoing subdivision are connected to the Town of Jackson water and sewer systems and they meet all applicable Federal, State and Town of Jackson requirements and standards;
that said systems will be adequate and safe, providing that said systems have been constructed as designed, and operated and maintained correctly.

Professional Engineer (Civil) THOMAS KIRSTEN 6821 Date WYOMING

Thomas Kirsten, P.E.
Wyoming Professional Engineer No. 6821

The foregoing instrument was acknowledged before me by Thomas Kirsten this __ day of _____ 2024.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

I, Matthew P. Gotham, a Wyoming Professional Land Surveyor, do hereby certify:

that the lands of this subdivision are identical with Lots 9 and 10 of Block 4 of Meadowland Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 127;

that by the authority of the owner of said Lots 9 and 10 of Block 4 of Meadowland Addition to the Town of Jackson, said Lots 9 and 10, as shown on this plat are hereby vacated and reconfigured as STAGS LANDING CONDOMINIUM ADDITION TO THE TOWN OF JACKSON;

that to the best of my belief and knowledge, the dimensions of the land, building, common elements, and individual airspace units of the Stags Landing Condominium Addition To The Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, Inc. under my direction during 2023 and 2024 and from architectural plans prepared by Northworks Architects of Jackson, WY;

that the foregoing subdivision is SUBJECT TO easements, rights–of–way, covenants, conditions, restrictions, reservations, encumbrances, or agreements of sight and/or record, including, but not limited to, those specifically cited in the Certificate of Owner on this plat;

that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under permits for wells associated with the Town of Jackson water supply system, located on other properties; those ground water rights will be retained.

Professional Land Surveyor MATTHEW P. GOTHAM LS 13002 Date WYOMING

Matthew P. Gotham
Wyoming Professional Land Surveyor No. 13002

The foregoing instrument was acknowledged before me by Matthew P. Gotham this __ day of _____ 2024.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton)S.S.
Town of Jackson)

Pursuant to Section 15–1–415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, STAGS LANDING CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the _____ day of _____ 2024;

ATTEST: TOWN OF JACKSON

_____ _____
Riley Taylor, Clerk Hailey Morton Levinson, Mayor

_____ _____
Brian T. Lenz, Engineer Paul Anthony, Planning Director

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, Mayor, this __ day of _____ 2024.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Riley Taylor, Clerk, this __ day of _____ 2024.
WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this __ day of _____ 2024.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Paul Anthony, Planning director, this __ day of _____ 2024.

WITNESS my hand and official seal.

Notary Public
My commission expires:

NOTES

This subdivision is connected to the Town of Jackson water distribution system and sewage collection and treatment systems.

The units of the foregoing subdivision are protected by an approved interior fire sprinkler system.

Under current Town of Jackson regulations, and the approved final development agreement, no further subdivision of the lands or units of this subdivision is allowed.

The following statement is included on this plat in accordance with Wyoming statute: "The surface estate of the land to be subdivided is subject to full and effective development of the mineral estate."

Elevations shown within this plat are referenced to the NGVD 1929 datum.

NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION OR SEWAGE COLLECTION & TREATMENT SYSTEMS.

NO PUBLIC MAINTENANCE OF PARKING AREA.

WATER RIGHTS NOTES

GROUND WATER
Ground water rights for municipal water supply are appurtenant to the lands of this subdivision under wells owned by the The Town of Jackson; the wells are located on other properties; those ground water rights will be retained.

Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river for persons living on the banks of a stream or river.

Seller does not warrant to purchaser that the purchaser shall have any rights to the natural flow of any stream or river within or adjacent to the proposed subdivision.

APPLICANT & OWNER:

DW 580 LLC
P.O. Box 910
Jackson, Wyoming 83001

SURVEYOR & ENGINEER:

Jorgensen Associates, Inc.
1315 Highway 89 S., Ste. 201
P.O. Box 9550
Jackson, Wyoming 83002
307–733–5150

ARCHITECT:

Northworks Architects
185 E. Hansen Avenue
Jackson, Wyoming 83001
307–201–5324

UNIT SUMMARY

TOTAL NO. OF UNITS:	3	
COMMERCIAL UNITS:	2	9,589.8 SF UNIT A
		850.0 SF UNIT B
RESIDENTIAL UNITS:	1	5,392.1 SF UNIT C

SHEET INDEX

SHEET	TITLE
1	CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES
2	OVERVIEW, NOTES, & VICINITY MAP
3	BASEMENT LEVEL PLAN VIEW, NOTES
4	1ST FLOOR LEVEL PLAN VIEW, NOTES
5	2ND FLOOR LEVEL PLAN VIEW, NOTES
6	3RD FLOOR LEVEL PLAN VIEW, NOTES
7–9	SECTIONS AA THROUGH FF (6 SECTIONS TOTAL)

FINAL PLAT

STAGS LANDING CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON

(A Condominium Subdivision)

IDENTICAL WITH
Lots 9 and 10 of Block 4
Meadowland Addition to the Town of Jackson

LOCATED IN THE
SW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 1 OF 10
CERTIFICATES

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

PREPARED BY: STAFF MAP PREPARED: 02/28/2024 PROJECT NUMBER: 18024.60

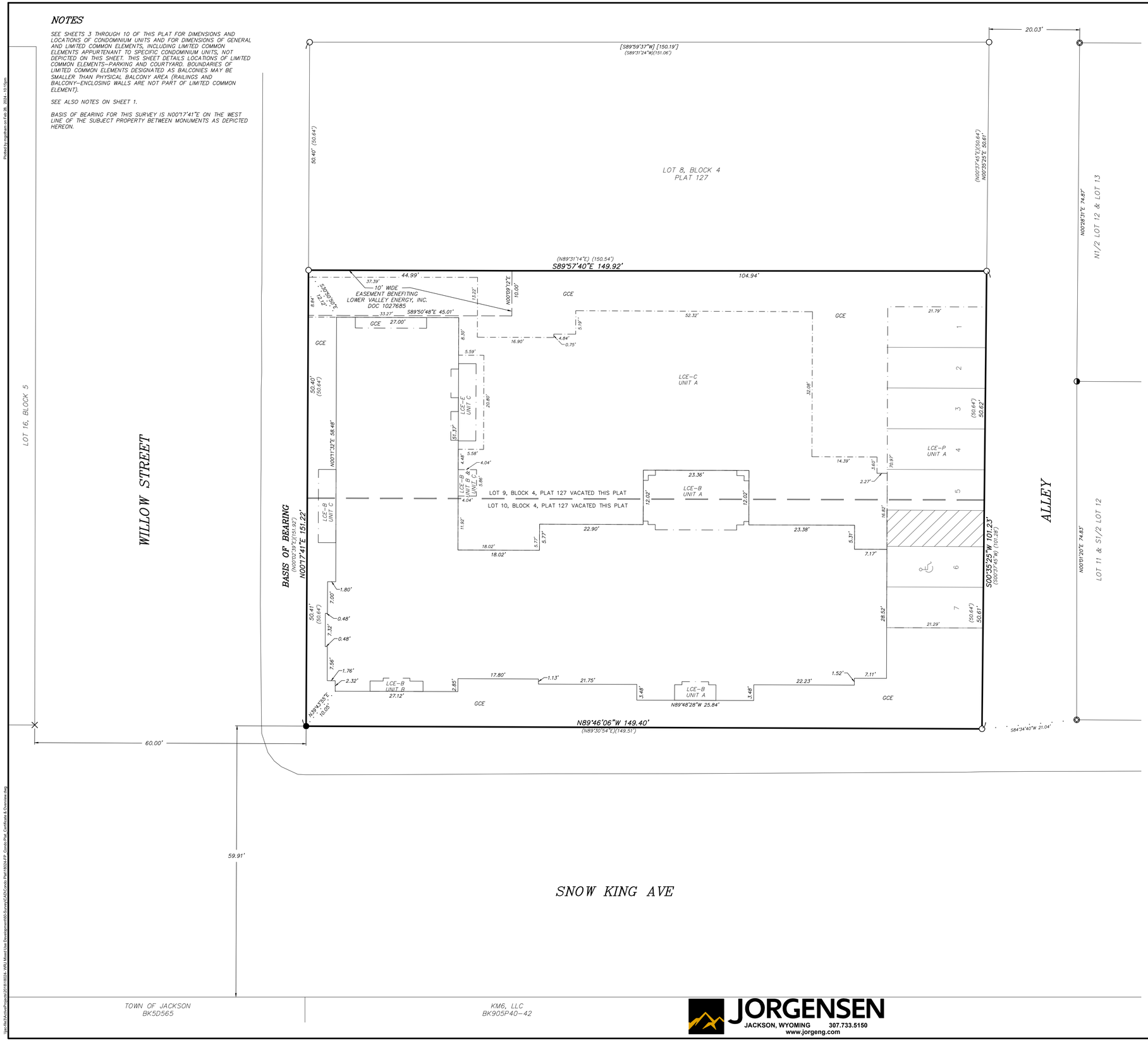
J:\Jor\Data\Projects\2018\18024.WBS Mixed Use Development\05 Survey\CAD\Cover\Plat\18024.FP Cover Plat Certificates & Overview.dwg

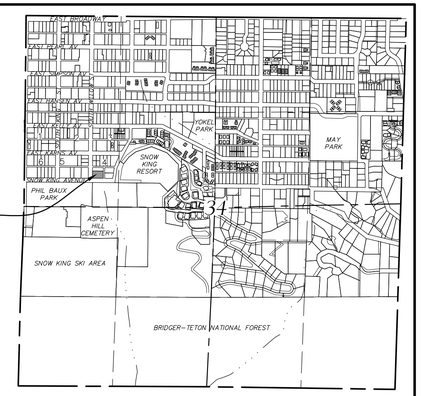
NOTES

SEE SHEETS 3 THROUGH 10 OF THIS PLAT FOR DIMENSIONS AND LOCATIONS OF CONDOMINIUM UNITS AND FOR DIMENSIONS OF GENERAL AND LIMITED COMMON ELEMENTS, INCLUDING LIMITED COMMON ELEMENTS APPURTENANT TO SPECIFIC CONDOMINIUM UNITS, NOT DEPICTED ON THIS SHEET. THIS SHEET DETAILS LOCATIONS OF LIMITED COMMON ELEMENTS–PARKING AND COURTYARD. BOUNDARIES OF LIMITED COMMON ELEMENTS DESIGNATED AS BALCONIES MAY BE SMALLER THAN PHYSICAL BALCONY AREA (RAILINGS AND BALCONY–ENCLOSING WALLS ARE NOT PART OF LIMITED COMMON ELEMENT).

SEE ALSO NOTES ON SHEET 1.

BASIS OF BEARING FOR THIS SURVEY IS N00°17'41"E ON THE WEST LINE OF THE SUBJECT PROPERTY BETWEEN MONUMENTS AS DEPICTED HEREON.





VICINITY MAP
1" = 1000'

LEGEND

- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "PLS 3889"
- 5/8" diameter reinforcing steel bar with 1–1/2" diameter aluminum cap inscribed "LS 4270"
- 5/8" diameter reinforcing steel bar with 2–1/2" diameter aluminum cap inscribed "PLS 6447"
- reinforcing steel bar without cap
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES P.C. PLS 13629" set this survey
- *Boundary, Stags Landing Condominium Addition to the Town of Jackson*
- boundary, tie to exterior face of building
- boundary, adjoining property
- boundary, vacated lot line
- N25°25'25"E 100.00' — measured bearing & distance
- (N25°25'25"E) (100.00') — record bearing & distance, Map D–16C
- *Represents an exterior building wall face limit in plan view*
- *Ties to exterior building face at first–floor level*
- *Boundary of General Common Elements (GCE) and Limited Common Elements (LCE), as noted*

LCE–B UNIT A — Limited Common Element–Balcony/Patio: those limited common elements, as defined in the Declaration of Covenants, Conditions, and Restrictions for Stags Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by an owner of an appurtenant Condominium Unit of this subdivision as a balcony or patio.

LCE–C UNIT A — Limited Common Element–Courtyard: those limited common elements, as defined in the Declaration of Covenants, Conditions, and Restrictions for Stag's Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by an owner of an appurtenant Unit of this subdivision for courtyard purposes.

LCE–E UNIT A — Limited Common Elements–Ingress/Egress: those limited common elements, as defined in the Declaration of Covenants, Conditions, and Restrictions for Stag's Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by Unit owners of this subdivision for ingress and/or egress purposes.

LCE–P UNIT A — Limited Common Element–Parking: those limited common elements, as defined in the Declaration of Covenants, Conditions, and Restrictions for Stag's Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by an owner of an appurtenant Unit of this subdivision for parking purposes. Final letter indicates Unit to which LCE is appurtenant.

0 10 20 30

SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

TOWN OF JACKSON
BK5D565

KM6, LLC
BK905P40–42

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

FINAL PLAT

STAGS LANDING CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON

(A Condominium Subdivision)

IDENTICAL WITH
Lots 9 and 10 of Block 4
Meadowland Addition to the Town of Jackson

LOCATED IN THE
SW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 2 OF 10
OVERVIEW MAP & NOTES

PREPARED BY: STAFF MAP PREPARED: 02/28/2024 PROJECT NUMBER: 18024.60

Plotted by: jgriffen on Feb 29, 2024 - 10:16pm
User:fbo3/Active/Projects/2018/18024.VRK-Mixed Use Development/05-Survey/CAD/Cross Plat/18024.FP -Cross Plat- Certificates & Overview.dwg

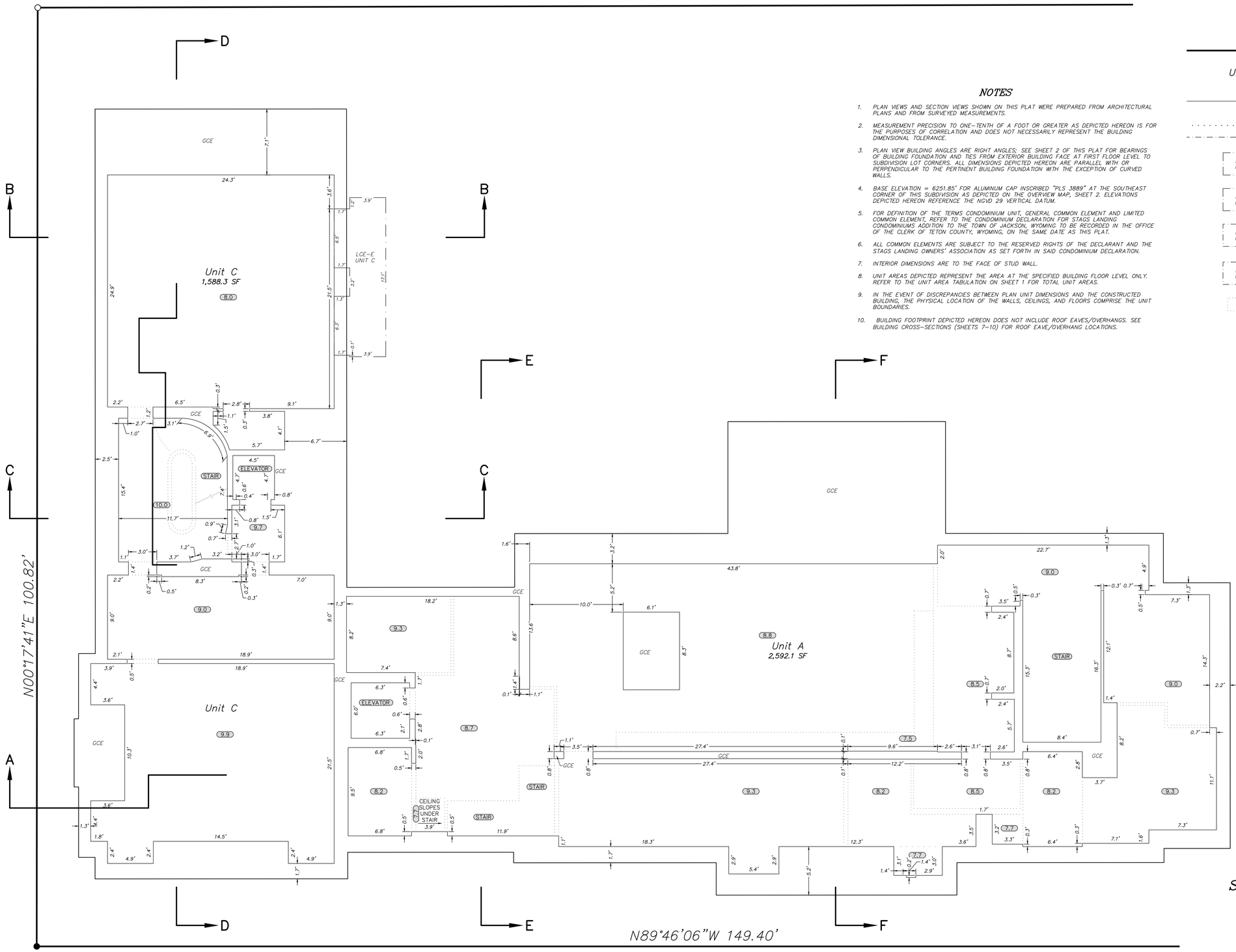
Plotted by rjeffcoat on Feb 28, 2024 - 05:06pm

NOTES

1. *PLAN VIEWS AND SECTION VIEWS SHOWN ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS AND FROM SURVEYED MEASUREMENTS.*
2. *MEASUREMENT PRECISION TO ONE-TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.*
3. *PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOUNDATION AND TIES FROM EXTERIOR BUILDING FACE AT FIRST FLOOR LEVEL TO SUBDIVISION LOT CORNERS. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE PERTINENT BUILDING FOUNDATION WITH THE EXCEPTION OF CURVED WALLS.*
4. *BASE ELEVATION = 6251.85' FOR ALUMINUM CAP INSCRIBED "PLS 3889" AT THE SOUTHEAST CORNER OF THIS SUBDIVISION AS DEPICTED ON THE OVERVIEW MAP, SHEET 2. ELEVATIONS DEPICTED HEREON REFERENCE THE NGVD 29 VERTICAL DATUM.*
5. *FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, GENERAL COMMON ELEMENT AND LIMITED COMMON ELEMENT, REFER TO THE CONDOMINIUM DECLARATION FOR STAGS LANDING CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON, WYOMING TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAT.*
6. *ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AND THE STAGS LANDING OWNERS' ASSOCIATION AS SET FORTH IN SAID CONDOMINIUM DECLARATION.*
7. *INTERIOR DIMENSIONS ARE TO THE FACE OF STUD WALL.*
8. *UNIT AREAS DEPICTED REPRESENT THE AREA AT THE SPECIFIED BUILDING FLOOR LEVEL ONLY. REFER TO THE UNIT AREA TABULATION ON SHEET 1 FOR TOTAL UNIT AREAS.*
9. *IN THE EVENT OF DISCREPANCIES BETWEEN PLAN UNIT DIMENSIONS AND THE CONSTRUCTED BUILDING, THE PHYSICAL LOCATION OF THE WALLS, CEILINGS, AND FLOORS COMPRISE THE UNIT BOUNDARIES.*
10. *BUILDING FOOTPRINT DEPICTED HEREON DOES NOT INCLUDE ROOF EAVES/OVERHANGS. SEE BUILDING CROSS-SECTIONS (SHEETS 7-10) FOR ROOF EAVE/OVERHANG LOCATIONS.*

LEGEND

- ○ 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "PLS 3889"
- ● 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES P.C. PLS 13629" set this survey
- *Boundary, Stags Landing Condominium Addition to the Town of Jackson*
- *Unit A* — *Unit Identification of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for Stags Landing Condominium Addition to the Town of Jackson)*
- *Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit)*
- *Represents an exterior building wall face limit in plan view*
- *Ties to exterior building face at first-floor level*
- *Boundary of General Common Elements (GCE) or Limited Common Elements (LCE), including balconies, courtyards, egress, and parking*
- LCE-B UNIT A — Limited Common Element–Balcony/Patio: those limited common elements, as defined in the Declaration of Covenants, Conditions, and Restrictions for Stags Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by an owner of an appurtenant Condominium Unit of this subdivision as a balcony or patio.
- LCE-C UNIT A — Limited Common Element–Courtyard: those limited common elements, as defined in the Declaration of Covenants, Conditions, and Restrictions for Stag's Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by an owner of an appurtenant Unit of this subdivision for courtyard purposes.
- LCE-E UNIT A — Limited Common Elements–Ingress/Egress: those limited common elements, as defined in the Declaration of Covenants, Conditions, and Restrictions for Stag's Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by Unit owners of this subdivision for ingress and/or egress purposes.
- LCE-P UNIT A — Limited Common Element–Parking: those limited common elements, as defined in the Declaration of Covenants, Conditions, and Restrictions for Stag's Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by an owner of an appurtenant Unit of this subdivision for parking purposes. Final letter indicates Unit to which LCE is appurtenant.
- (11.5) — Ceiling height as noted. See individual unit details for ceiling heights.



Basement Level
Plan View

0 5 10 15
SCALE: 1 INCH = 5 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

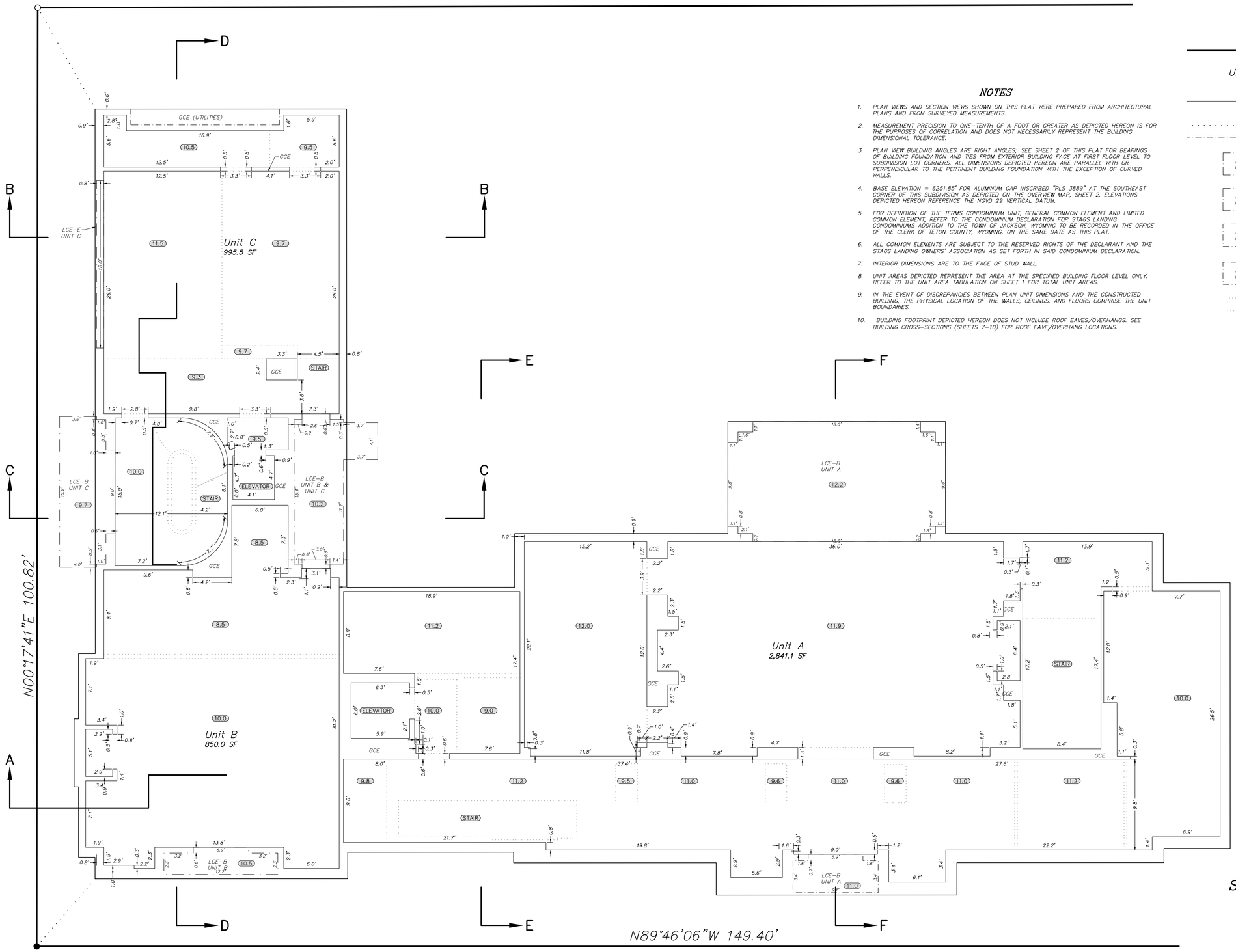
– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

FINAL PLAT
STAGS LANDING CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON
(A Condominium Subdivision)
IDENTICAL WITH
Lots 9 and 10 of Block 4
Meadowland Addition to the Town of Jackson
LOCATED IN THE
SW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 3 OF 10
BASEMENT LEVEL
UNITS, GCE & LCE DETAILS & NOTES

PREPARED BY: RHL MAP PREPARED: 02/28/2024 PROJECT NUMBER: 18024.60

P:\2018\18024.WR.Mead Inn Development\05-Survey\CAD\Condo Plat\18024.FP_Condo Plat_Details_Issued Footprint.dwg



NOTES

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2. MEASUREMENT PRECISION TO ONE–TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.
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4. BASE ELEVATION = 6251.85' FOR ALUMINUM CAP INSCRIBED "PLS 3889" AT THE SOUTHEAST CORNER OF THIS SUBDIVISION AS DEPICTED ON THE OVERVIEW MAP, SHEET 2. ELEVATIONS DEPICTED HEREON REFERENCE THE NGVD 29 VERTICAL DATUM.
5. FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, GENERAL COMMON ELEMENT AND LIMITED COMMON ELEMENT, REFER TO THE CONDOMINIUM DECLARATION FOR STAGS LANDING CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON, WYOMING TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAT.
6. ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AND THE STAGS LANDING OWNERS' ASSOCIATION AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
7. INTERIOR DIMENSIONS ARE TO THE FACE OF STUD WALL.
8. UNIT AREAS DEPICTED REPRESENT THE AREA AT THE SPECIFIED BUILDING FLOOR LEVEL ONLY. REFER TO THE UNIT AREA TABULATION ON SHEET 1 FOR TOTAL UNIT AREAS.
9. IN THE EVENT OF DISCREPANCIES BETWEEN PLAN UNIT DIMENSIONS AND THE CONSTRUCTED BUILDING, THE PHYSICAL LOCATION OF THE WALLS, CEILINGS, AND FLOORS COMPRISE THE UNIT BOUNDARIES.
10. BUILDING FOOTPRINT DEPICTED HEREON DOES NOT INCLUDE ROOF EAVES/OVERHANGS. SEE BUILDING CROSS–SECTIONS (SHEETS 7–10) FOR ROOF EAVE/OVERHANG LOCATIONS.

LEGEND

- ○ 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "PLS 3889"
- ● 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES P.C. PLS 13629" set this survey
- ——— *Boundary, Stags Landing Condominium Addition to the Town of Jackson*
- Unit A — *Unit Identification of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for Stags Landing Condominium Addition to the Town of Jackson)*
- ——— *Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit)*
- *Represents an exterior building wall face limit in plan view*
- . . . . . *Ties to exterior building face at first–floor level*
- ·—·—· *Boundary of General Common Elements (GCE) or Limited Common Elements (LCE), including balconies, courtyards, egress, and parking*
- LCE–B UNIT A — Limited Common Element–Balcony/Patio: those limited common elements, as defined in the Declaration of Covenants, Conditions, and Restrictions for Stags Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by an owner of an appurtenant Condominium Unit of this subdivision as a balcony or patio.
- LCE–C UNIT A — Limited Common Element–Courtyard: those limited common elements, as defined in the Declaration of Covenants, Conditions, and Restrictions for Stag's Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by an owner of an appurtenant Unit of this subdivision for courtyard purposes.
- LCE–E UNIT A — Limited Common Elements–Ingress/Egress: those limited common elements, as defined in the Declaration of Covenants, Conditions, and Restrictions for Stag's Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by Unit owners of this subdivision for ingress and/or egress purposes.
- LCE–P UNIT A — Limited Common Element–Parking: those limited common elements, as defined in the Declaration of Covenants, Conditions, and Restrictions for Stag's Landing Condominium Addition to the Town of Jackson, Wyoming as limited common elements for the exclusive use by an owner of an appurtenant Unit of this subdivision for parking purposes. Final letter indicates Unit to which LCE is appurtenant.
- 11.5 — Ceiling height as noted. See individual unit details for ceiling heights.

First Floor Level
Plan View

0 5 10 15
SCALE: 1 INCH = 5 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

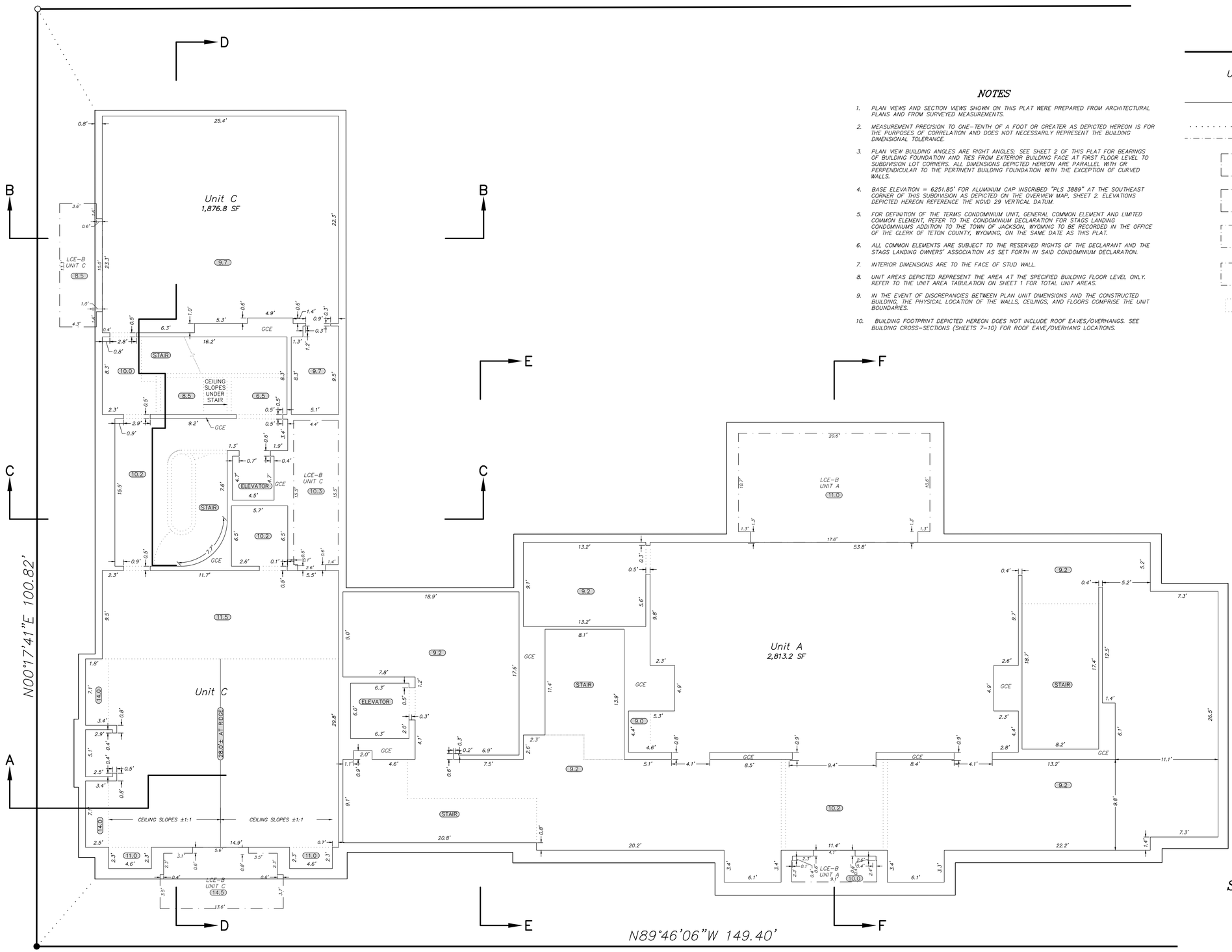
FINAL PLAT
STAGS LANDING CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON
(A Condominium Subdivision)
IDENTICAL WITH
Lots 9 and 10 of Block 4
Meadowland Addition to the Town of Jackson
LOCATED IN THE
SW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 4 OF 10
FIRST FLOOR LEVEL
UNITS, GCE & LCE DETAILS & NOTES

PREPARED BY: RHL MAP PREPARED: 02/28/20234 PROJECT NUMBER: 18024.60

Plotted by rlyon on Feb 28, 2024 - 05:01pm
P:\2018\18024.WB\Meet Law Development\05 Survey\CAD\Civils\Plat\18024.dgn iCivils Plat Details_record footprint.dwg

Plotted by rjeffcoat on Feb 28, 2024 - 2:55pm



NOTES

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2. MEASUREMENT PRECISION TO ONE–TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.
3. PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOUNDATION AND TIES FROM EXTERIOR BUILDING FACE AT FIRST FLOOR LEVEL TO SUBDIVISION LOT CORNERS. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE PERTINENT BUILDING FOUNDATION WITH THE EXCEPTION OF CURVED WALLS.
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LEGEND

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Second Floor Level
Plan View

0 5 10 15
SCALE: 1 INCH = 5 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

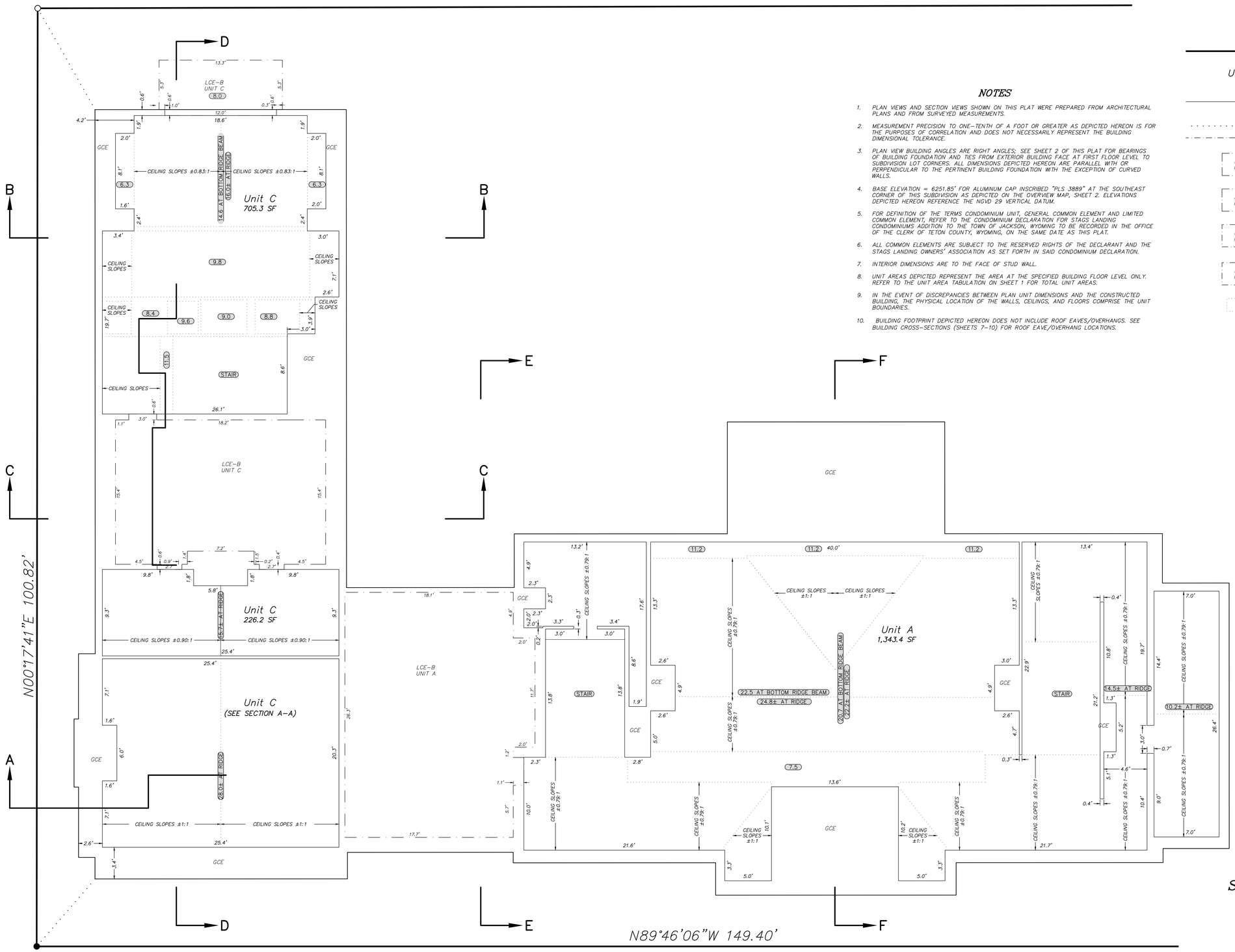
– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

FINAL PLAT
STAGS LANDING CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON
(A Condominium Subdivision)
IDENTICAL WITH
Lots 9 and 10 of Block 4
Meadowland Addition to the Town of Jackson
LOCATED IN THE
SW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 5 OF 10
SECOND FLOOR LEVEL
UNITS, GCE & LCE DETAILS & NOTES

PREPARED BY: RHL MAP PREPARED: 02/28/2024 PROJECT NUMBER: 18024.60

P:\2018\18024.MB-Mixed Use Development\05-Survey\CAD\Condo Plat\18024.FP_Condo Plat_Details_Second Footprint.dwg



NOTES

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LEGEND

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Third Floor Level
Plan View

0 5 10 15
SCALE: 1 INCH = 5 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

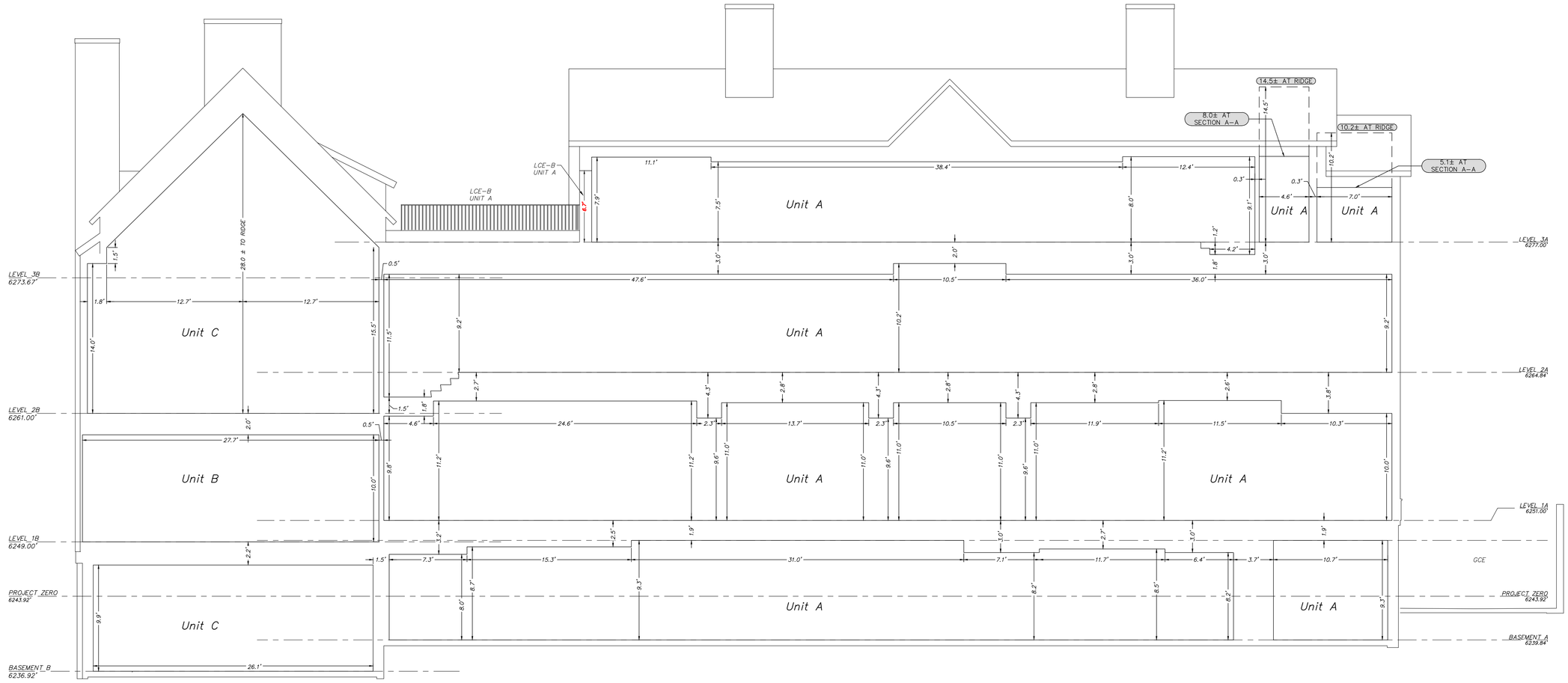
– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

FINAL PLAT
STAGS LANDING CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON
(A Condominium Subdivision)
IDENTICAL WITH
Lots 9 and 10 of Block 4
Meadowland Addition to the Town of Jackson
LOCATED IN THE
SW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming
SHEET 6 OF 10
THIRD FLOOR LEVEL
UNITS, GCE & LCE DETAILS & NOTES

PREPARED BY: RHL MAP PREPARED: 02/28/2024 PROJECT NUMBER: 18024.60

Plotted by rlyon on Feb 28, 2024 - 3:05pm
P:\2018\18024.MB-Mixed Use Development\05-Survey\CAD\Condo Plat\18024.FP Condo Plat Details, mixed height.dwg

Plotted by: bgrillon on Feb 28, 2024 - 9:57pm



LEGEND

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NOTES

1. *PLAN VIEWS AND SECTION VIEWS SHOWN ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS AND FROM SURVEYED MEASUREMENTS.*
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Section A–A

0 5 10 15

SCALE: 1 INCH = 5 FEET
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JORGENSEN
JACKSON, WYOMING 307.733.5150
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FINAL PLAT

STAGS LANDING CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON (A Condominium Subdivision)

IDENTICAL WITH
Lots 9 and 10 of Block 4
Meadowland Addition to the Town of Jackson

LOCATED IN THE
SW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 7 OF 10
VERTICAL SECTION EAST–WEST
UNITS, GCE & LCE DETAILS & NOTES

– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

PREPARED BY: RHL MAP PREPARED: 02/28/2024 PROJECT NUMBER: 18024.60

P:\2018\18024.MB\Mixed Use Development\Survey\CADD\Condo Plat\18024.P Condo Plat Details revised footprint.dwg

Plotted by rlaytheon on Feb 28, 2024 - 4:56pm

NOTES

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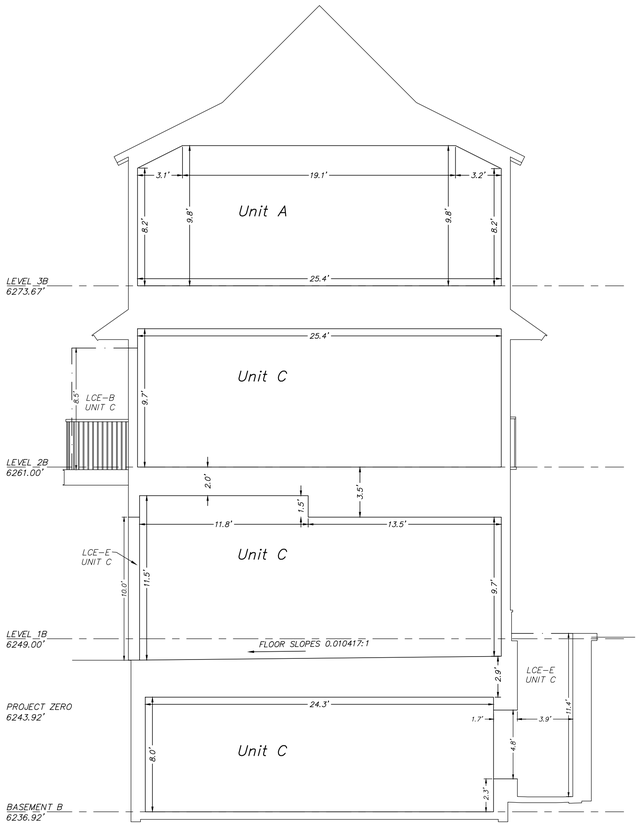
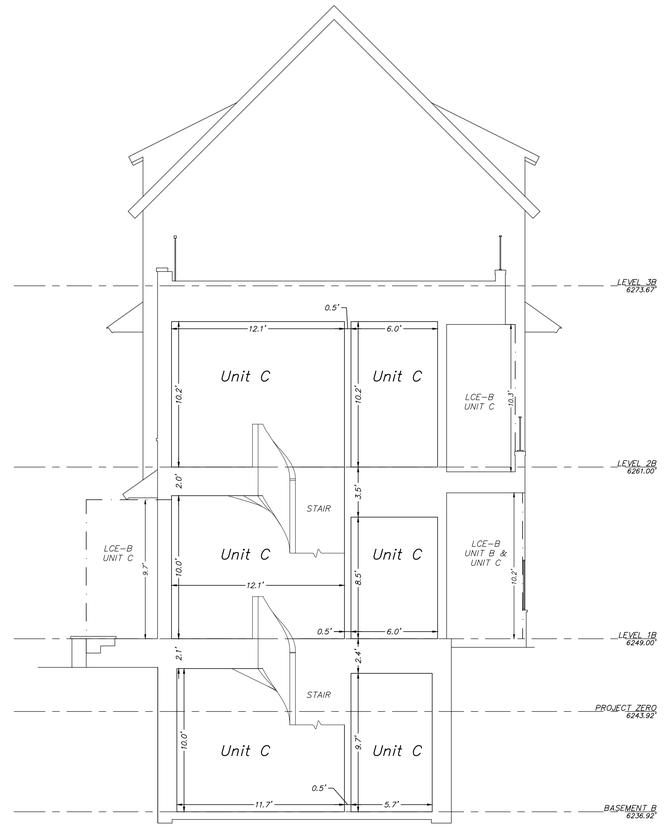


Section B-B

SCALE: 1 INCH = 5 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS



Section C-C

SCALE: 1 INCH = 5 FEET
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JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

— PRELIMINARY —
SUBJECT TO CORRECTION AND APPROVAL

FINAL PLAT

STAGS LANDING CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON

(A Condominium Subdivision)

IDENTICAL WITH
Lots 9 and 10 of Block 4
Meadowland Addition to the Town of Jackson

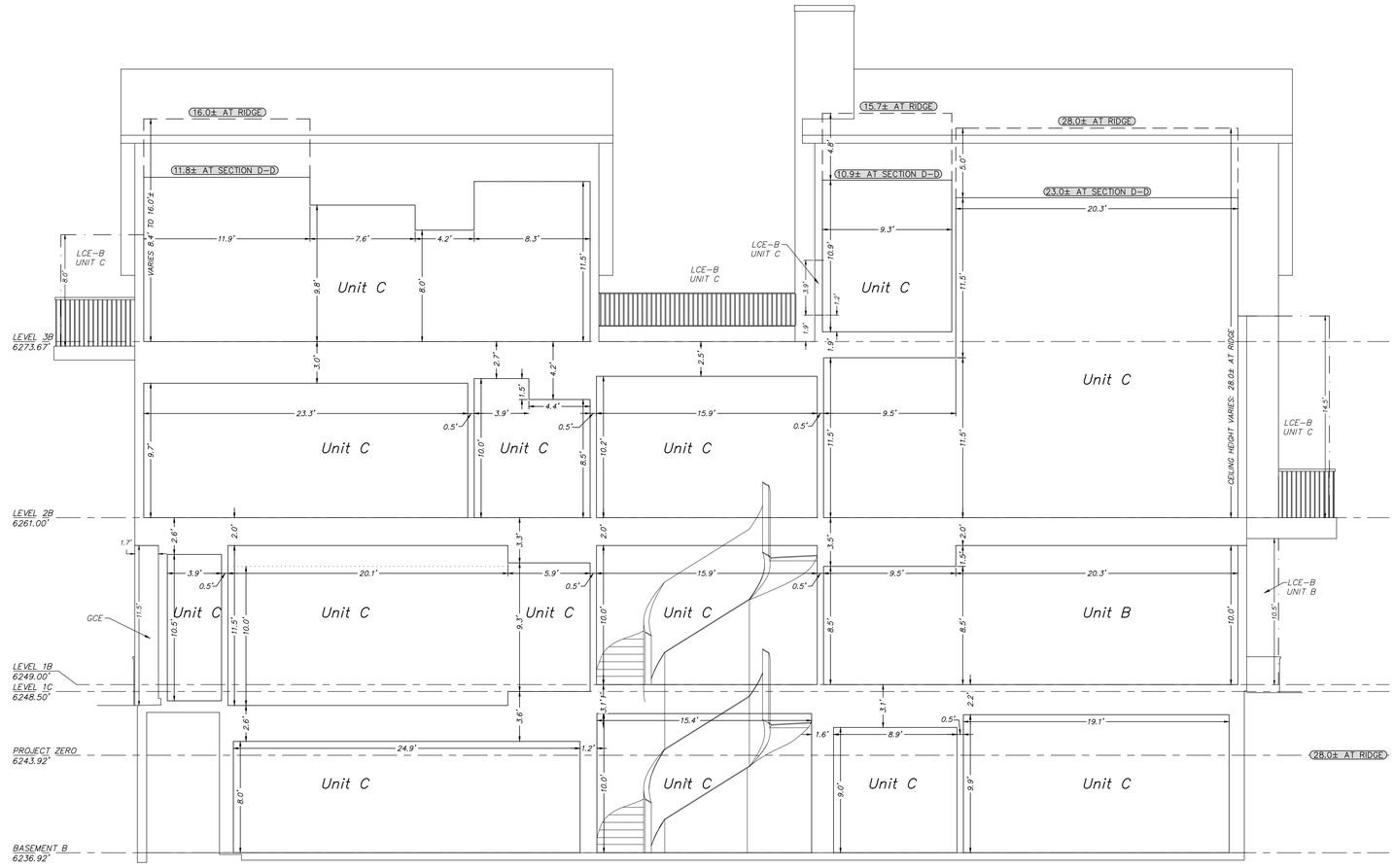
LOCATED IN THE
SW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 8 OF 10
VERTICAL SECTIONS EAST-WEST UNITS, GCE & LCE DETAILS & NOTES

PREPARED BY: RHL MAP PREPARED: 02/28/2024 PROJECT NUMBER: 18024.60

P:\2018\18024-189 Mixed Use Development\05 Survey\CAD\Condo Plat\18024.dft Condo Plat Details - revised footprint.dwg

Plotted by rjgrillon on Feb 28, 2024 - 4:56pm



LEGEND

○	5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "PLS 3889"
●	5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES P.C. PLS 13629" set this survey
———	*Boundary, Stags Landing Condominium Addition to the Town of Jackson*
Unit A	*Unit Identification of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for Stags Landing Condominium Addition to the Town of Jackson)*
———	*Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit)*
. . . . .	*Represents an exterior building wall face limit in plan view*
. . . . .	*Ties to exterior building face at first–floor level*
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11.5	Ceiling height as noted. See individual unit details for ceiling heights.

NOTES

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2. *MEASUREMENT PRECISION TO ONE–TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.*
3. *PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOUNDATION AND TIES FROM EXTERIOR BUILDING FACE AT FIRST FLOOR LEVEL TO SUBDIVISION LOT CORNERS. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE PERTINENT BUILDING FOUNDATION WITH THE EXCEPTION OF CURVED WALLS.*
4. *BASE ELEVATION = 6251.85' FOR ALUMINUM CAP INSCRIBED "PLS 3889" AT THE SOUTHEAST CORNER OF THIS SUBDIVISION AS DEPICTED ON THE OVERVIEW MAP, SHEET 2. ELEVATIONS DEPICTED HEREON REFERENCE THE NGVD 29 VERTICAL DATUM.*
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Section D–D

0 5 10 15

SCALE: 1 INCH = 5 FEET
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FINAL PLAT

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IDENTICAL WITH
Lots 9 and 10 of Block 4
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LOCATED IN THE
SW1/4 of NW1/4 Section 34
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

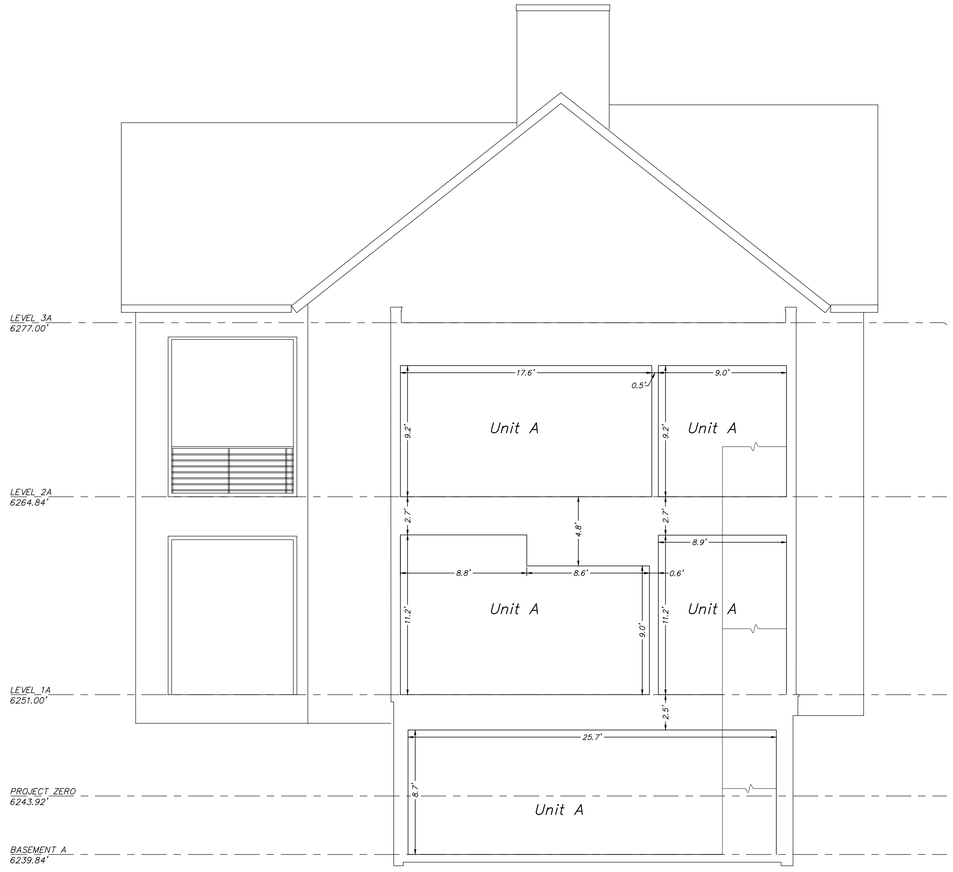
SHEET 9 OF 10
VERTICAL SECTION NORTH–SOUTH UNITS, GCE & LCE DETAILS & NOTES

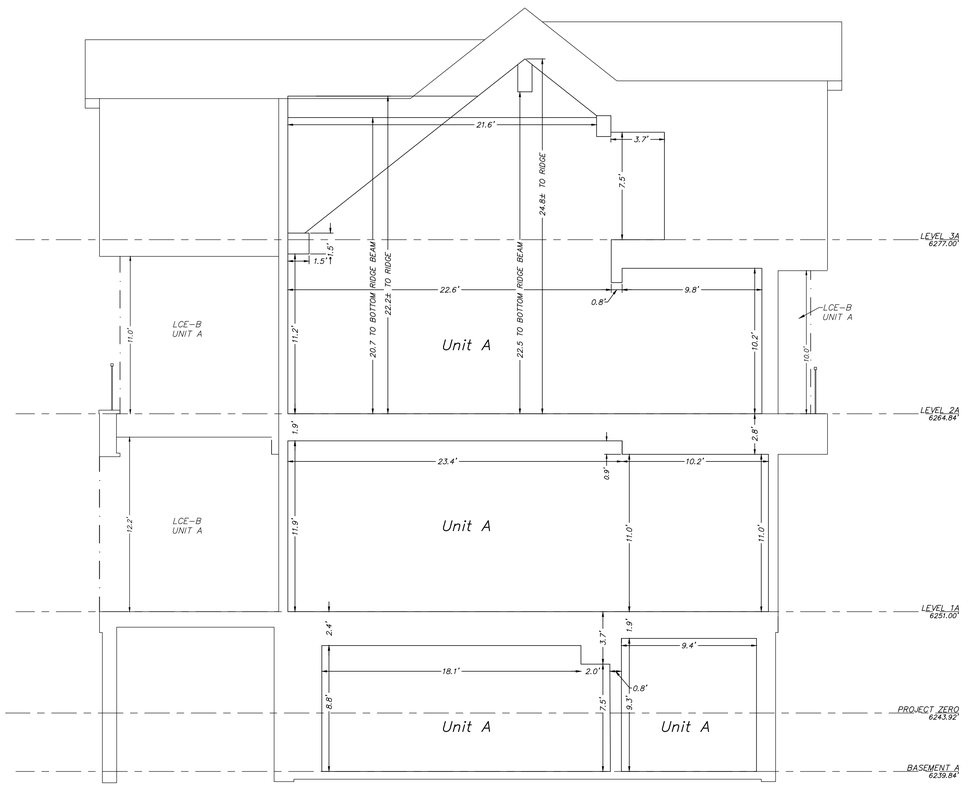
– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

PREPARED BY: RHL MAP PREPARED: 02/28/2024 PROJECT NUMBER: 18024.60

P:\2018\18024.100 Mixed Use Development\05 Survey\CAD\Condo Plat\18024.09 Condo Plat Details - revised footprint.dwg

Plotted by: bgrafton on Feb 28, 2024 - 8:54pm





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Section E-E

0 5 10 15

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Section F-F

0 5 10 15

SCALE: 1 INCH = 5 FEET
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SHEET 10 OF 10
VERTICAL SECTIONS NORTH-SOUTH
UNITS, GCE & LCE DETAILS & NOTES

– PRELIMINARY –
SUBJECT TO CORRECTION AND APPROVAL

PREPARED BY: RHL MAP PREPARED: 02/28/2024 PROJECT NUMBER: 18024.60

P:\2018\18024_WB Mixed Use Development\05 Survey\CAD\Condo Plat\18024.ldf -Condo Plat Details_revised footprint.dwg

First American Title™	Condition of Title Guarantee
	ISSUED BY **First American Title Insurance Company**
Guarantee	GUARANTEE NUMBER **50036956-0006058e**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: W-29937
Policy #: 50036956-0006058e

This jacket was created electronically and constitutes an original document

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.

(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.

(d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.

(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.

(g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.

b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.

d. "Public Records": those records established under Wyoming statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.

f. “Amount of Liability”: the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the

assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that where authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Provision intentionally deleted.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**

Condition of Title Guarantee
SCHEDULE A

Order No.:	W-29937
Guarantee No.:	50036956-0006058e
Date of Guarantee:	January 11, 2024 at 7:30AM
Amount of Liability:	$1,000.00
Premium:	$250.00

1. Name of Assured:

   Jorgensen Associates

2. The estate or interest in the Land which is covered by this Guarantee is:

   Fee Simple

3. The Land referred to in this Guarantee is described as follows:

   See Exhibit "A" for Legal Description

4. Assurances

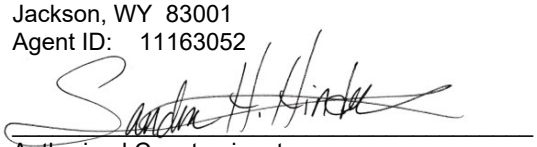
   According to the Public Records as of the Date of Guarantee:

   a. Title to the estate or interest in the Land is vested in:

   DW 580 LLC, a Wyoming limited liability company

   b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority

Issued By:
Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: 11163052



Authorized Countersignature

Condition of Title Guarantee
SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

1. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.

2. Easements, claims of easements or encumbrances that are not shown in the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.

4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.

5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

6. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.

8. Taxes, special and general, assessment districts and service areas for the year 2023.
   Tax ID No.: OJ-000863
   1st Installment: $10,102.64 PAID
   2nd Installment: $10,102.64 OPEN

   Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.

9. General taxes for the year 2024, and subsequent years, a lien in the process of assessment, not yet due or payable.

10. General taxes for the year 2021 and subsequent years, a lien in the process of assessment, not yet due or payable.

11. All matters as delineated on the Official Plat of Meadowland Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 127.
Plat No. 127

Resolution 98-10, establishing street names for all public and private streets within the Town of Jackson, recorded October 8, 1998, as (book) 362 (page) 1054 Official Records.
B362P1054

12. Record of Survey D-16C recorded August 12, 1993, as (book) 2 of Maps (page) 253, Official Records. D-16C

13. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of $12,800,000.00, dated February 10, 2021, recorded February 10, 2021, as (instrument) 1008651 , Official Records.
Mortgagor: DW 580 LLC, a Wyoming limited liability company
Mortgagee: Blue Sky Bank

An agreement to modify the terms and provisions of said Mortgage recorded November 9, 2023, as (instrument) 1071577, Official Records.

14. An assignment of all the money due or to become due as rental, as additional security for the obligations secured by the Mortgage shown hereinabove was assigned to Blue Sky Bank, recorded February 10, 2027, as (instrument) 1008652, Official Records.

15. An easement over said land for gas and electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded November 5, 2022, as (instrument) 1027685, Official Records. 1027685

16. An Encroachment Agreement by and between DW 580 LLC and Town of Jackson, setting forth terms, recorded December 7, 2021, as (instrument) 1029437, Official Records. 1029437

17. Terms and conditions of the operating agreement for DW 580 LLC, a Wyoming limited liability company, and any amendments thereto.

********** End of Schedule B **********

EXHIBIT "A" – LEGAL DESCRIPTION

Lot 9 and 10 of Block 4 of the Meadowland Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on February 16, 1939 as Plat No. 127.

PIDN: 22-41-16-34-2-36-011

- * * * * * * * * * * * * * * * **END OF LEGAL DESCRIPTION** * * * * * * * * * * * * * * *

Note: For informational purposes only, for which the Company assumes no liability for any inaccuracies or omissions, the purported street address and assessor's parcel number of said Land as determined from the latest county assessor's roll is:

580 South Willow Street, Jackson, WY 83001

No inspection of said Land has been made, and no assurances are hereby given or implied as to the location of the Land herein described.

MLHC

MOTHER LODE HOLDING COMPANY

Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions, National Closing Solutions of Alabama, National Closing Solutions of Maryland, North Idaho Title Insurance, Placer Title Insurance Agency of Utah, Premier Reverse Closings, Premier Title Agency, Texas National Title, Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow

NOTICE AT COLLECTION AND PRIVACY POLICY

Updated December 1, 2022

This Privacy Policy ("Policy") describes how Mother Lode Holding Company and its subsidiaries and affiliates (collectively, "Mother Lode," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a Mother Lode subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit https://www.mlhc.com/privacy-policy.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit https://www.mlhc.com/privacy-policy.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit https://www.mlhc.com/privacy-policy.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting https://www.mlhc.com/privacy-policy.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us privacy@mlhc.com or toll free at 1-877-626-0668

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.mlhc.com/privacy-policy or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.mlhc.com/privacy-policy or by calling toll-free at 1-877-626-0668.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.mlhc.com/privacy-policy or call toll-free at 1-877-626-0668.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.mlhc.com/privacy-policy or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.mlhc.com/privacy-policy or by calling toll-free at 1-877-626-0668.

Verification Process. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, Mother Lode will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in https://www.mlhc.com/privacy-policy.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in https://www.mlhc.com/privacy-policy.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.
Montana Title and Escrow Co.
National Closing Solutions, Inc.
National Closing Solutions of Alabama
National Closing Solutions of Maryland
Premier Reverse Closings
Centric Title and Escrow
Placer Title Co.
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Co.
Texas National Title
Western Auxiliary Corp.
Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

Privacy Notice
Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit https://www.firstam.com/privacy-policy/. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit https://www.firstam.com/privacy-policy/.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit https://www.firstam.com/privacy-policy/.

How Do We Share Your Information? We do not sell your information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit https://www.firstam.com/privacy-policy/.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting https://www.firstam.com/privacy-policy/.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE**.

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in https://www.firstam.com/privacy-policy. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

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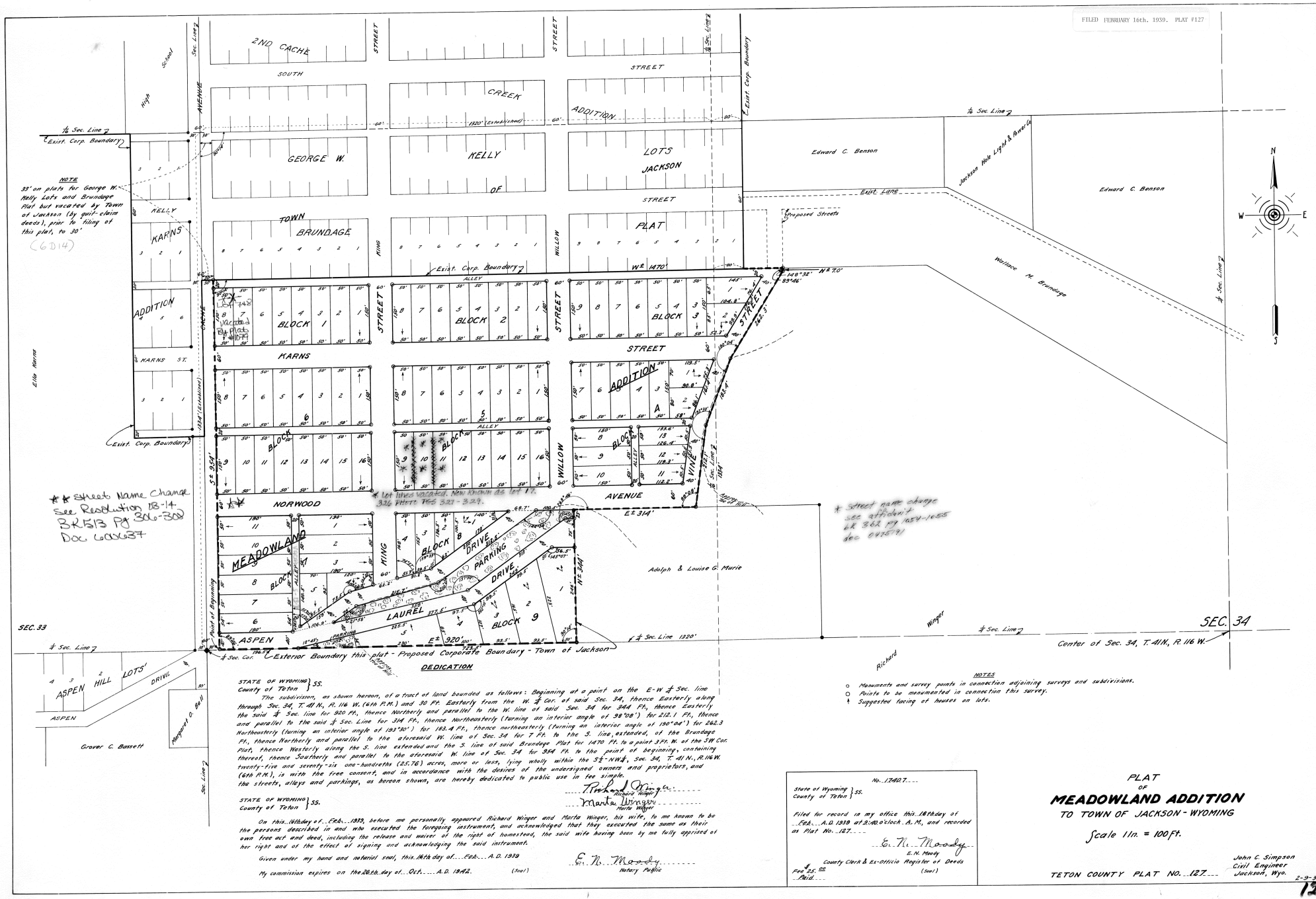
Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.



DEDICATION

STATE OF WYOMING } SS.
County of Teton }

The subdivision, as shown hereon, of a tract of land bounded as follows: Beginning at a point on the E-W ¼ Sec. line through Sec. 34, T. 41 N., R. 116 W. (6th P.M.) and 30 Ft. Easterly from the W. ¼ Cor. of said Sec. 34, thence Easterly along the said ¼ Sec. line for 920 Ft., thence Northerly and parallel to the W. line of said Sec. 34 for 344 Ft., thence Easterly and parallel to the said ¼ Sec. Line for 314 Ft., thence Northeasterly (turning an interior angle of 98°08') for 212.1 Ft., thence Northeasterly (turning an interior angle of 193°30') for 183.4 Ft., thence northeasterly (turning an interior angle of 190°04') for 262.3 Ft., thence Northerly and parallel to the aforesaid W. line of Sec. 34 for 7 Ft. to the S. line, extended, of the Brundage Plat, thence Westerly along the S. line extended and the S. line of said Brundage Plat for 1470 Ft. to a point 3 Ft. W. of the SW Cor. thereof, thence Southerly and parallel to the aforesaid W. line of Sec. 34 for 354 ft. to the point of beginning, containing twenty-five and seventy-six one-hundredths (25.76) acres, more or less, lying wholly within the S½-NW¼, Sec. 34, T. 41 N., R. 116 W. (6th P.M.), is with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and the streets, alleys and parkings, as hereon shown, are hereby dedicated to public use in fee simple.

Richard Winger (Richard Winger)
Marta Winger (Marta Winger)

STATE OF WYOMING } SS.
County of Teton }

On this 16th day of Feb. 1939, before me personally appeared Richard Winger and Marta Winger, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their own free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and of the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal, this 16th day of Feb. A.D. 1939

My commission expires on the 28th day of Oct. A.D. 1942. (Seal)

E. N. Moody
Notary Public

NOTES

- Monuments and survey points in connection adjoining surveys and subdivisions.
- Points to be monumented in connection this survey.
- Suggested facing of houses on lots.

No. 17407

State of Wyoming } SS.
County of Teton }

Filed for record in my office this 16th day of Feb. A.D. 1939 at 2:40 o'clock P. M., and recorded as Plat No. 127

E. N. Moody
E. N. Moody
County Clerk & Ex-Officio Register of Deeds

Fee $2.50
Paid

(Seal)

PLAT OF MEADOWLAND ADDITION TO TOWN OF JACKSON - WYOMING

Scale 1 in. = 100 Ft.

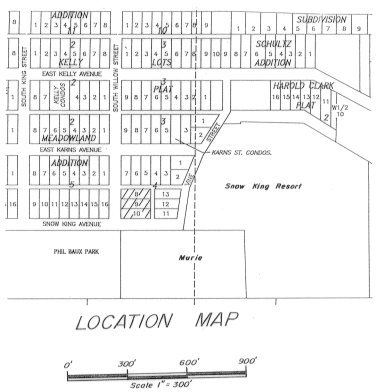
John C. Simpson
Civil Engineer
Jackson, Wyo.
2-9-39

TETON COUNTY PLAT NO. 127

127

MONSEN ENGINEERING CO 144748

MEADOWLAND ADDITION to the TOWN OF JACKSON — LOTS 8, 9 and 10 — BLOCK 4



CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Sublette)ss...

I, Scott A. Scherbel, of Big Piney, County of Sublette, State of Wyoming hereby certify that this plat was made from notes taken during an actual survey made by Maurice J. Yardus, Jr., under by supervision, during April and July 1993, and that it corrctly represents the lots shown.

Scott A. Scherbel
Professional Land Surveyor -- Registration No. 3889

The foregoing instrument was acknowledged before me by Scott A. Scherbel this 27th day of July 1993.
Witness my hand and official seal.

Notary Public My commission expires: 8 September 1993

LEGEND

- ◑ indicates a 5/8" steel reinforcing rod found and a 2" aluminum cap inscribed "SURVEYOR SCHERBEL LTD. BIG PINEY WY PLS3889 attached this survey.
- ⊙ indicates a 5/8"x24" steel reinforcing rod with 2" aluminum cap inscribed "SURVEYOR SCHERBEL LTD. BIG PINEY, WY PLS3889 set this survey.
- ⊕ indicates a steel spike found replaced by a 5/8"x24" steel reinforcing rod with 2" aluminum cap inscribed "SURVEYOR SCHERBEL LTD. BIG PINEY, WY PLS3889 this survey.
- ⊘ indicates a 2" pipe in concrete found and a 5/8"x24" steel reinforcing rod with 2" aluminum cap inscribed "SURVEYOR SCHERBEL LTD. BIG PINEY, WY PLS3889 set inside pipe this survey.
- ◒ indicates a 3/4" pipe found this survey.
- ● indicates a 3/4" pipe found and a 5/8"x24" steel reinforcing rod with 2" aluminum cap inscribed "SURVEYOR SCHERBEL LTD. BIG PINEY, WY PLS3889 set inside pipe this survey.
- ■ indicates a 2" aluminum pipe with aluminum cap inscribed "PLS3831" found this survey.
- ◪ indicates a 2" galvanized pipe 30" long with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING", and appropriate details found this survey.
- △ indicates a 5/8"x24" steel reinforcing rod with aluminum cap inscribed "NELSON ENGR PE&LS 578" found this survey

LOTS 8, 9 AND 10
OF
BLOCK 4
OF THE
MEADOWLAND ADDITION
TO THE
TOWN OF JACKSON,
TETON COUNTY, WYOMING

D-16C

Grantor: SCHERBEL, SCOTT A
Grantee: THE PUBLIC D-16C
Doc 357639 bk 286P pg 0253 Filed at 2:28 on 08/12/93
V Jolynn Counce, Teton County Clerk fees: 25.00
By BARBARA ILTIS Deputy

Surveyor Scherbel, Ltd
Box 4296 Big Piney — Marbleton, Wyo. — telephone 307-276-3347,
Box 7205 Jackson,Wyo. — telephone 307-733-5903 Box 725 Afton,Wyo. — telephone 307-886-9319
Drawn By DD Date 26 July 1993
Part Of Map Category 6 T 41 Field Book JK55 66,73-75

• LIQUOR LICENSES •

NOTICE OF APPLICATION FOR NEW
WINERY SATELLITE PERMIT

Notice is hereby given that on the 17th day of January, 2024, the following Applicant(s) filed an application for the possible issuance of a New Winery Satellite Permit in the office of the Clerk of the County of Teton for the following described locations:

JACKSON HOLE WINERY - JACKSON HOLE WINERY, LLC fi 7715 Granite Loop Road, Teton Village, WY, Teton County, WY

And protests, if any there be, against the issuance of the license will be heard at the hour of 9:00 A.M., on the 6th day of February, 2024, in the County Commissioners Chambers in the Teton County Administration Building.
Publish: 01/24, 01/31/24

• PUBLIC NOTICE •

NOTICE OF PUBLIC REVIEW
TETON COUNTY BOARD OF COUNTY COMMISSIONERS MEETING
Tuesday,02/20/2024
Notice is hereby given that a Public Hearing will be held by the Teton County BOARD OF COUNTY COMMISSIONERS for the purpose of considering the applications listed below pursuant to the Wyoming State Statutes, Sections 16-3-101, et. seq. 18-5-201, et. seq. and 18-5-301, et. seq. as applicable. The Public Hearing will be held in the Commissioners Meeting Room of the Teton County Administration Building at 200 S. Willow Street in Jackson, Wyoming on Tuesday,02/20/2024, in their regular meeting which begins at 09:00 AM. Information regarding the applications listed below may be obtained from the Teton County Planning and Building Services Department, Monday through Friday, 8:00 AM to 5:00 PM, telephone 307-733-3959.

Applicant: Watkins, Alyssa
Permit No.: CUP2023-0006
Request: A Conditional Use Permit Request in accordance with Section 8.4.2 of the Teton County Land Development Regulations to change from an Institutional use to a Residential Dormitory Use.
Location: 3184 S Adams Canyon Drive, also Parcel 11 of the Adams Canyon site T-map 323E, is located East of South Highway 89 adjacent to the Teton County Road & Levee, Animal Shelter and Impound Yard sites. The parcel is zoned Public/Semi-Public and is in the Natural Resources Overlay.

Applicant: Schilling, Brian
Permit No.: CUP2023-0008
Request: A Conditional Use Permit request for Outdoor Recreation Use, pursuant to Land Development Regulation Section 8.4.2, for a bicycle pump track.
Location: Lot 1, Sage Meadows Subdivision, the 5.38-acre lot owned by Teton County, generally northwest of the intersection of South Highway 89 and South Park Loop Road. The lot is zoned Planned Unit Development - Public/Semi-Public and is not in any Overlays.
Publish: 01/24/24

• CONTINUED PUBLICATIONS •

REQUEST FOR PROPOSAL TO PROVIDE RECOMMENDATIONS ON EHNANCING AND MODERNIZING THE TETON COUNTY SCENIC PRESERVE TRUST

TETON COUNTY, WYOMING

Teton County, Wyoming requests proposals for a land conservation professional ("Consultant,) to assist the Teton County Scenic Preserve Trust ("Trust, or "TCSPT,) with a review of the current TCSPT structure and standards and to develop recommendations to make changes and potentially modernize and update the structure and standards of the Trust. The goal of this project is to provide information and options in order for the TCSPT Trustees (currently the Teton County Board of County Commissioners) to reevaluate the purpose, operational standards, and staffing needs of TCSPT.

Teton County will receive formal proposals, on or before February 23, 2024, 4:00PM, Mountain Time Zone, at which time said proposals will be publicly opened in the Offices of the Teton County Planning Division. It is understood that Teton County may reject any and all proposals, make any substitutions, and waive any formalities and technicalities as will be in its best interest. It is also understood that the agreement between Teton County and the Consultant is subject to the award of the proposal by the Board of County Commissioners and appropriation for this project. Bidders may obtain the Request for Proposal document on the Public Purchase website using Bid ID number 182035 or through the Teton County website at https://www.tetoncountywy.gov/1951/Procurement.

Please direct any questions or requests for additional information regarding this Request for Proposal to the Public Purchase website.
Publish: 01/17, 01/24/24

TOWN OF JACKSON NOTICES

• CONTINUED PUBLICATIONS •

ADVERTISEMENT FOR BIDS
Town of Jackson, Wyoming
2024 Chip Seal Project: TOJ Bid No. 24-05
Notice is hereby given that the Town of Jackson, Wyoming is requesting Bids for the construction of 2024 Chip Seal Project. Sealed Bids will be received at the Office of the Town Clerk, Town of Jackson, PO Box 1687, located at 150 East Pearl Avenue, Jackson, WY 83001 (Town Hall), emailed bids will be received at Townclerk@jacksonwy.gov until February 1st, 2024 at 2:00pm local time. At that time the Bids received will be publicly opened and read. Bids shall be delivered according to the instructions to bidders. The project consists of approximately 250,000 square feet of chip seal treatment in various locations throughout Town. Construction timeline: July 15 - August 30, 2024. Issuing Office: Town of Jackson Engineering Division.
Complete digital bidding documents available at www.questcdn.com. QuestCDN project No. 8926118 or Owner Project No. 24-05.
Questions: TownEngineering@jacksonwy.gov (307-733-3079). Paper or Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office. For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents. Responsible Wyoming bidders will be given a 5% preference. The Town of Jackson reserves the right to reject any and all bids, and to waive all informalities. The Town of Jackson may accept any bid which in its opinion best serves its interests.
Publish: 01/17, 01/24/24

GENERAL PUBLIC NOTICES

• REQUEST FOR BIDS •

ADVERTISEMENT FOR BIDS

ACM Wyoming LLC is seeking subcontractor bids for the addition and renovation of the Teton County General Services Building.

To request bidding documents interested parties should contact Ben Aufderheide at ben@acmwyoming.com or (307) 203-2487.

The project scope consists of building a new addition of 3,812 square feet, remodel existing areas, and energy upgrades to the existing HVAC system.

Scope of work includes but is not limited to: Demolition, Excavation, Utilities, Foundation work, Concrete, Framing, Drywall installation, Rough Carpentry, Painting, Doors, Windows, Siding, Roofing, Flooring, Acoustical Ceilings, Plumbing, Electrical and Mechanical
This project is scheduled to begin in April and be completed at the end of 2024

Bid preference will be implemented for Wyoming contractors with responsible certified residency per state statute: 16-6-102
Publish: 01/24, 01/31, 02/07/24

• STORAGE AUCTIONS •

Notice is hereby given that on Friday, February 2nd, 2024 at 11 a.m. The undersigned, Storage Stables, 3400 South US Hwy 89, (307) 733-6876, in the city of Jackson, county of Teton, state of Wyoming, will sell by Competitive Online bidding at www.storageauctions.net (search auctions in zip code 83001) the personal property heretofore stored with the undersigned by:

1. Cindy Halas
   3900 Golden Glaze Street
   Las Vegas, Nevada 89129
   Unit # 812

2. Josh Smith
   P.O. Box 382
   Teton Village, Wyoming 83025
   Unit # F32

3. Cindy Halas
   3900 Golden Glaze Street
   Las Vegas, Nevada 89129
   Unit # 413

Publish: 01/24, 01/31/24

• INTENT TO SUBDIVIDE •

LEGAL NOTICE

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes, as amended, that DW 580 LLC., intends to apply for a permit to subdivide property within the Town of Jackson. The proposed subdivision is a 3-unit condominium subdivision located on Lots 9 and 10 of Block 4 of the Meadowland Addition to the Town of Jackson. The street address is 255 E. Snow King Avenue. The parcel identification number for the subject property is 22-41-16-34-2-36-011. A public hearing for said permit will occur at a regular meeting of the Jackon Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Department at 733-0440 for scheduled meeting dates and additional information.
Publish: 01/24, 01/31/24

LEGAL NOTICE

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes Grand Targhee Resort, LLC intends to apply for a permit to subdivide portions of Tract 39 T. 44N., R. 118 W. A public hearing for said permit will occur at a regular meeting of the Teton County Planning Commission at the Teton County Board of Commissioners Chambers 200 S. Willow Street Jackson, WY. Please contact the Teton County Planning and Development Department at (307)-733-3959 for scheduled meeting dates or more information. The proposed subdivision involves subdividing part of the southern portion of said Tract to create townhome lots. The project is located on approximately 119.94 acres at 3300 E Ski Hill Rd, Alta, Wy 83414.
Publish: 01/24, 01/31/24

• CONTINUED PUBLICATIONS •

IN THE DISTRICT COURT OF THE STATE OF WYOMING,
IN AND FOR THE COUNTY OF TETON,
NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF:

Ociel Ponce Perez,

Deceased.

Case No.: 2023-CV-0019016

NOTICE OF PROBATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:

You are hereby notified that on January 8, 2024, the Estate of the above named Decedent Ociel Ponce Perez was admitted to probate with administration by the above named court, and Silvia Ruth Sahinos Cano was appointed as Administrator thereof. Any action to set aside the probate shall be filed in the Court within three months from the date of the first publication of this Notice, or thereafter be forever barred.
Notice is further given that all persons indebted to the decedent or to his estate are requested to make immediate payment to the Estate of Ociel Ponce Perez, C/O the Majors Law Firm, P.O. Box 2922, 125 S. King Street, Suite 2A, Jackson, WY 83001-2922.
Creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers in the Office of the Clerk of said Court, on or before three months after the date of the first publication of this notice, and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

DATED January 8, 2024.

_____

M. Jason Majors
Majors Law Firm, P.C.
P.O. Box 2922
125 S. King Street, Suite 2A
Jackson, WY 83001-2922
(307) 733-4117
(307) 733-4117 Facsimile
Wyoming Bar Registration # 6-3789
Attorney for Administrator
Publish: 01/17, 01/24, 01/31/24

NOTICE OF ACCEPTANCE
AND
FINAL PAYMENT TO CONTRACTOR
FOR
SKYLINE NO. 4 TEST WELL PROJECT

Notice is hereby given that the Skyline Ranch ISD has accepted, as completed according to the plans, specifications and rules governing the same, the work performed under that contract dated December 21, 2022 between the Skyline Ranch ISD and KD Services LLC, dba Dover Drilling, the Contractor; that work under said contract, known as the Skyline No. 4 Test Well Project, is complete, and the Contractor is entitled to final payment. Notice is further given that subsequent to the forty-first (41st) day after the first publication of this notice, to wit, February 27, 2024, the Skyline Ranch ISD will pay to said Contractor the full amount under the contract.
Publish: 01/17, 01/24/24

STATE OF WYOMING)
) ss.
COUNTY OF Teton)

IN THE DISTRICT COURT
9th JUDICIAL DISTRICT

IN THE MATTER OF THE CHANGE OF NAME OF
meghan Bell Lon
Petitioner

Civil Action Case No. 2024-CV-0019021

FILED
DISTRICT COURT
9TH JUDICIAL DISTRICT
TETON COUNTY WYOMING
JAN 05 2024

NOTICE OF PUBLICATION

You are hereby notified that a *Petition For Change of Name*, Civil Action No. 19021 has been filed on behalf of (current full name) meghan Bell Lon in the Wyoming District Court for the 9th Judicial District, whose address is (address of District Court) _____, the object and prayer of which is to change the name of the above-named person from meghan Bell Lon (current full name) to meghan Bell Leidy (desired full name).

Any objection must be filed with the District Court within 30 days following the last date of publication of this notice, or an *Order Granting Name Change* may be granted without further notice.

DATED this 5 day of January, 2024.

BY CLERK OF COURT: Anne A. Sutton
Kathie Nelson
Clerk of District Court / Deputy

Publish: 01/17, 01/24, 01/31, 02/07/24

DECLARATION OF CONDOMINIUM

for

STAGS LANDING CONDOMINIUM ADDITION

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Declaration of Condominium

for

Stags Landing Condominium Addition

THIS DECLARATION OF CONDOMINIUM FOR STAGS LANDING CONDOMINIUM ADDITION (this "Declaration") is made this _____ day of _____, 2024, by DW 580 LLC, a Wyoming limited liability company (the "Declarant"), pursuant to the Condominium Ownership Act, Wyoming Statute Section 34-20-101 et. seq. (the "Act").

ARTICLE I – CREATION OF THE COMMUNITY

1.1 Purpose and Intent. The Declarant, as the owner of the real property known as Stags Landing Condominium Addition, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof (the "Properties" or "Real Property" or "Project") intends by the recording of this Declaration to create a condominium project and provide for ownership of real property under the Act. This Declaration provides for the overall development, administration, maintenance and preservation of the Real Property now or hereafter comprising the Stags Landing Condominium Addition as a condominium community. Capitalized terms used herein shall have the respective meanings set forth in Article II below.

1.2 Type of Ownership. This Declaration and the Plat will provide a means for ownership in fee simple of separate interests in Units together with an undivided fee simple interest in the General Common Elements and Limited Common Elements.

1.3 Binding Effect. The Project shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Project, their heirs, successors, successors-in-title, and assigns. This Declaration shall be enforceable in perpetuity by the Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns.

1.4 Governing Documents. The Governing Documents create a general plan of development for the Project that may be supplemented as set forth herein. In the event of a conflict between or among the Governing Documents and any additional covenants or restrictions, the more restrictive provision shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Project from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Association may, but shall not be required to, enforce any such covenants, restrictions or other instruments. All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, tenants, guests and invitees.

ARTICLE II – DEFINITIONS

The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms used herein but not defined shall have the respective meanings set forth below.

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2.1 Association. The Stags Landing Owners' Association, a Wyoming nonprofit corporation, its successors or assigns. The "Articles" shall refer to those Articles of Incorporation of the Association, as they may be amended from time to time. The "Bylaws" shall refer to those Bylaws adopted by the Association, as they may be amended from time to time.

2.2 Base Assessment. Assessments levied on all Units subject to assessment under Article VIII to fund Common Expenses, as determined in accordance with Section 8.1.

2.3 Board of Directors or Board. The body responsible to the Members for operations of the Association, selected as provided in the Bylaws and generally serving the same role as a board of directors under Wyoming corporate law. The Board of Directors may also be referred to as the "Board."

2.4 Building. The structure constructed or located on the Real Property pursuant to this Declaration.

2.5 Commercial Units. Those Units designated as Commercial Units [A and B] on the Condominium Plat, each of which will be used by its Occupants only for Commercial Uses as such terms are defined in Section 4.3 hereto.

2.6 Common Elements. The General Common Elements, Limited Common Elements, [*, , Limited Common Elements–Parking, Limited Common Elements–Balcony, and Limited Common Elements–Courtyard*] in the aggregate, or a portion thereof, as the context requires. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners in the proportions provided in **Exhibit "A"** attached hereto and incorporated herein, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his or her Unit, which right shall be appurtenant to the Unit.

2.7 Common Expenses. The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Units including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

2.8 Community-Wide Standard. The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard shall be established initially by the Declarant and may be more specifically defined in the Master Rules and Regulations, and in Board resolutions.

2.9 Declarant. DW 580 LLC, a Wyoming limited liability company, and its successors or assigns.

2.10 Intentionally Omitted.

2.11 Intentionally Omitted.

2.12 Governing Documents. A collective term referring to this Declaration and any applicable Supplemental Declaration, the Bylaws, and the Articles and the Master Rules and Regulations, if any.

2.13 General Common Elements. The entire Project excepting all Units and the Limited Common Elements. Without limiting the generality of the foregoing, the General Common Elements shall include (i) the driveway, parking areas, the land, and corridors not designated as LCE; (ii) all appurtenances; (iii) all pipes, ducts, flues, chutes, conduits, wires and other utility installations to (but not at) the outlets; and (iv) such component parts of walls, floors, ceilings, columns, roofs and other structures and installations that are outside of the Unit boundaries as delineated or described on the Condominium Plat. General

Common Elements may be referred to herein and on the Condominium Plat as "General Common Element" or "GCE."

2.14 Limited Common Elements. Those portions of the Common Elements as described by Wyoming Statute Section 34-20-103 as designated on the Plat or in this Declaration or in any amendment or supplement thereto, for the exclusive use of one or more but fewer than all of the Units. Limited Common Elements may be referred to herein or on the Condominium Plat as "Limited Common Element" or "LCE."

***2.15 Limited Common Elements - Courtyard**. Those Limited Common Elements for the exclusive use of one or more Condominium Unit(s) as a courtyard as designated by the Declarant herein and/or as designated on the Condominium Plat and/or in one or more separately recorded instruments. Limited Common Elements – Courtyard may also be referred to herein and on the Condominium Plat as "Limited Common Elements – Courtyard," "LCE – Courtyard," "LCE – C" or "Courtyard Limited Common Elements."*

***2.16 Limited Common Elements – Parking**. Those Limited Common Elements for the exclusive use of one or more Unit(s) as parking as designated by the Declarant herein and/or on the Condominium Plat and/or in one or more separately recorded instruments. Limited Common Elements – Parking may also be referred to herein and on the Condominium Plat as "Limited Common Element – Parking," "LCE – Parking," "LCE – P" or "Parking Limited Common Elements."*

***2.17 Limited Common Elements – Balcony**. Those Limited Common Elements for the exclusive use of one or more Units as balcony as designated by the Declarant herein, on the Plat and/or in one or more separately recorded instruments. Limited Common Elements – Storage may also be referred to herein and on the Plat as "Limited Common Element – Balcony," "LCE – Balcony," "LCE – B" or "Balcony Limited Common Elements."*

***2.18 Limited Common Elements – Egress**. Those Limited Common Elements for the exclusive use of one or more Units as an ingress/egress as designated by the Declarant herein, on the Plat and/or in one or more separately recorded instruments. Limited Common Elements – Ingress/Egress may also be referred to herein and on the Plat as "Limited Common Element – Ingress/Egress," "LCE – Ingress/Egress" or "Ingress/Egress Limited Common Elements."*]

2.19 Limited Common Expense. A Common Expense that does not benefit all Units, such as those expenses incurred with respect to the Limited Common Elements.

2.20 Master Rules and Regulations. The Master Rules and Regulations are the Rules and Regulations adopted by the Board, if any, pursuant to Section 3.2 hereof.

2.21 Member. A Person subject to membership in the Association pursuant to Section 6.2.

2.22 Mortgage. Any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

2.23 Mortgagee. Any person, or any successor to the interest of such person, named as the mortgagee, trust beneficiary, or creditor under any Mortgage under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

2.24 Intentionally Omitted.

2.25 Occupant. Any person or persons in possession of a Unit, including Unit Owners, lessees, including occupants associated with event rentals, guests, agents, employees and invitees of such person or persons.

2.26 Owner. Any person or entity, including Declarant, at any time owning a Unit. The term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

2.27 Person. A natural person, a corporation, a partnership, a trustee, or any other legal entity.

2.28 Plat or Final Plat or Condominium Plat. The Final Plat of Stags Landing Condominiums Addition, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, consisting of a plat of the Real Property, showing a survey and legal description thereof, the location of the Building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Building showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit letters identifying the Units and the General Common Elements and Limited Common Elements, together with such other information as may be included therein in the discretion of the Declarant.

2.29 Public Records. The official records of the Clerk of Teton County, Wyoming.

2.30 Residential Unit. The Unit designated as the Residential Unit [C] on the Condominium Plat, which will be used by its Occupants only for Residential Uses as such terms are defined in Section 4.3(b) hereto.

2.31 Special Assessment. Assessments levied in accordance with Section 8.4.

2.32 Specific Assessment. Assessments levied in accordance with Section 8.5.

2.33 Supplemental Declaration. An instrument filed in the Public Records pursuant to Article IX that imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

2.34 Unit or Condominium Unit. Those certain individual air spaces as designated and delineated on the Plat. Each Unit shall consist of that part of the Building as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, as shown and lettered on the Condominium Plat. The Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces. All other portions of the walls, floors or ceilings (including common walls to separate Units) shall be a part of the Common Elements. In addition, each Unit shall include the following: (a) all spaces, nonbearing interior partitions, windows, window frames, exterior doors, door frames and all other fixtures and improvements within the boundaries of the Unit; (b) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating and waste disposal, within the boundaries of the Unit; and (c) all heating, hot water and air conditioning apparatus exclusively serving the Unit. The interior surfaces of a perimeter window or door means such surfaces at the points at which they are located when such windows or doors are closed; the physical perimeter windows and doors themselves are part of the Common Elements as herein defined.

ARTICLE III – USE AND CONDUCT

3.1 Framework for Regulation. The Governing Documents establish, as part of the general plan of development for the Properties, a framework of affirmative and negative covenants, easements and restrictions that govern the Properties. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology that inevitably will affect the Project, its Owners and residents. Toward that end, this Article establishes procedures for modifying and expanding the initial Master Rules and Regulations.

3.2 Rule Making Authority.

(a) The Board shall prepare and adopt the initial Master Rules and Regulations. Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the Master Rules and Regulations. The Board shall send notice by mail to all Owners concerning any such proposed action as least thirty (30) days days prior to the Board meeting at which time such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective after compliance with Section 3.2(c) below unless disapproved at a meeting of the Members by more than fifty percent (50%) of the total votes entitled to vote on the matter. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of the Members as required for special meetings in the Bylaws. Upon such petition of the Members prior to the effective date of any Board action under this Section 3.2(a), the proposed action shall not become effective until after such meeting is held, and then is subject to the outcome of such meeting.

(b) Alternatively, the Members, at an Association meeting duly called for such purpose, may adopt rules which modify, cancel, limit, create exceptions to, or expand the Master Rules and Regulations by a vote of more than fifty percent (50%) of the total votes entitled to vote on the matter pursuant to the Bylaws of the Association.

(c) At least thirty (30) days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Master Rules and Regulations to each Owner specifying the effective date. The Association shall provide, at no additional charge, a copy of the Master Rules and Regulations then in effect to any requesting Member or Mortgagee.

3.3 Owners' Acknowledgment and Notice to Purchaser; Resort Community Notice. All Owners are given notice that use of their Unit is limited by the Master Rules and Regulations as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Unit, acknowledges that the use and enjoyment and marketability of his or her Unit can be affected by this Declaration and the other Governing Documents and that the Master Rules and Regulations may change from time to time. All purchasers are on notice that changes may have been adopted by the Association that are not recorded in the Public Records. Copies of the current Master Rules and Regulations or any other Governing Documents may be obtained from the Association, or if no Association has yet been formed, from the Declarant.

Furthermore, the Properties lie in close proximity to a winter and summer resort area that engages in snow making and grooming operations and other activities customary to winter and summer resorts that generate sound, light, traffic and other conditions at various times of the year that may be audible and visible

to Owners. In addition, the Properties lie in close proximity to, and directly north of, an approximately five-acre parcel of land, some portion or all of which likely is subject to redevelopment and significant construction activities in the future. Each Owner and occupant of a Unit acknowledges that such conditions may exist and may be objectionable to some persons, and further acknowledges and agrees that neither the Declarant nor the Association have any ability to control such operations or activities. By acceptance of a deed for their Unit, each Owner acknowledges that the resort-related operations and construction activities in the vicinity of the Properties may include various activities and special events that create noise, attract crowds, and increase traffic in and around the Properties, such as fireworks displays, concerts, festivals, tournaments and similar events. Each Owner and occupant of a Unit acknowledges that such events and activities may result in nuisances or hazards to persons and property on or in the vicinity of such events and activities.

In addition, Ownership of real property in mountain areas involves certain inherent inconveniences. These include, but are not limited to, (a) dripping water onto decks and porches from snow melt, (b) snow and ice build-up on decks and porches and sliding from these surfaces during winter months, and (c) other inconveniences arising from the sometimes-variable weather conditions in the Rocky Mountains. The Units are located in proximity to (i) Snow King mountain resort, (ii) Phil Baux Park, (iii) a dining restaurant and bar, and (iv) other proposed and potential future commercial developments in the vicinity, all of which may emit or produce light, noise, sounds, music, landslides, snowslides, pedestrian and skier traffic, or other nuisances or inconveniences that could affect an Owner's use and enjoyment of a Unit.

3.4 Signs. No signs whatsoever, including, but without limitation, commercial, political and similar, visible from neighboring Units, shall be erected or maintained upon any portion of the Building (including decks), except:

(a) Standardized unit letter signs to be installed by Declarant outside the entrance of each Unit and additional identification panel(s) may be installed by the Association on the first floor of the Building in a location to be determined by the Board.

(b) Those signs protected by law as set forth in Section 3.5.

(c) Those signs permitted by the reserved right of Declarant and its agents pursuant to Section 9.4.

(d) Standardized signs, in locations, font, format and of materials established and/or approved by Declarant, identifying the occupants of each Commercial Unit, which signs may include, at Declarant's option, some or all of (i) signs installed by Declarant outside the entrance of each Unit, which may include trademarks or trade dress of occupant, as approved by Declarant, (ii) signs in centralized locations, such as at stairwells and elevator exits, and (iii) a tenant directory located at any primary entrances to the Project. The foregoing signage may include window lettering and/or screening, as approved by Declarant and consistent with the Community-Wide Standard. When Declarant no longer owns any of the Units, the foregoing approvals shall be provided by the ARC (as hereinafter defined).

The Board or its designee shall have the right to enter a Unit or the Properties and remove any sign in violation of this Article III and such action shall not be deemed a trespass. The Board shall not be responsible for any damage done to a Unit, the Building or the sign in removing the non-conforming sign, and all costs of removing and caring for the non-conforming sign as incurred by the Board shall be assessed against the applicable Unit owner.

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3.5 Protection of Owners and Others. No rule shall be adopted in violation of the following provisions, except as may be specifically set forth in this Declaration (either initially or by amendment) or in the initial Master Rules and Regulations.

(a) **Equal Treatment**. Similarly situated Owners shall be treated similarly by the Board and the Association; however, the Master Rules and Regulations may differ between floors and unit types.

(b) **Displays**. The rights of Owners to display political, religious and holiday signs, symbols, and decorations inside their Units shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions with respect to displays visible from outside a Unit. Such restrictions may be contained in the Master Rules and Regulations. No rules shall regulate the content of political signs. In addition to the foregoing, no Owner will display, hang or otherwise exhibit any banners, flags, placards, pictures or similar ornamentation of any kind in the windows of its Unit so as to be visible from the exterior of the Project.

(c) **Household Composition**. No rule shall interfere with the freedom of Owners to determine the composition of their households, provided, however, that that the occupancy of each Unit shall be in accordance with the Town of Jackson Land Development Regulations.

(d) **Activities Within Dwellings**. No rule shall interfere with the activities carried on within the confines of dwellings. Notwithstanding the foregoing, the Association may restrict or prohibit any activities in Units that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, as applicable, that generate excessive noise or traffic, that create unsightly conditions visible outside a Unit, or that create an unreasonable source of annoyance as reasonably determined by the Board.

(e) **Insurance Rates**. Nothing shall be done or kept on the Properties that would increase the rate of insurance or cause the cancellation of insurance for any Unit or the Common Elements without prior written approval of the Board.

(f) **Allocation of Burdens and Benefits**. No rule shall alter the allocation of financial burdens among the various Units, as applicable, to the detriment of any Owner over that Owner's objection expressed in writing to the Association. This provision does not affect the right to increase the amount of assessments as provided by Article VIII.

(g) **Abridging Existing Rights**. If any rule would otherwise require an Owner to dispose of personal property that they maintained in or on a Unit prior to the effective date of such rule, or to vacate a Unit in which they resided prior to the effective date of such rule, and such property was maintained or such occupancy was in compliance with this Declaration and all rules previously in force, such rule shall not apply to any such Owner without their written consent.

(h) **Rights to Develop**. No rule or action by the Association or Board shall impede the Declarant's right to develop the Properties or any property annexed into the regime of the Properties as provided for herein.

(i) **Unsightliness**. The Limited Common Elements, including parking spaces, hallways, stairs, decking, walkways and patios, shall be kept in a neat and orderly fashion at all times. No exterior area may be used for the storage of recreational equipment.

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The limitations in subsections (a) through (i) of this Section 3.5 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article XIII.

3.6 Domestic Animals. Subject to the provisions of this Section 3.6, the Residential Unit and each Commercial Unit shall be entitled to house Household Pets as permitted by local ordinance, but in no event greater in number than as provided in the Bylaws, as the same may be amended from time to time, and as approved by the Board. The term "Household Pet(s)" means generally recognized Household Pets such as dogs, cats and birds. Household Pets may not be kept for any commercial purpose, may not cause an unreasonable amount of noise, odor, or waste, and may not otherwise become a nuisance to other Owners. All Owners or Occupants with Household Pets shall keep the animals restrained within the Common Elements in accordance with the leash laws of the Town of Jackson and Teton County, Wyoming, and shall clean up after their Household Pet. Pets shall be fed indoors or, if fed outdoors shall be fed in a manner as not to become a wildlife attractor. "Nuisance" means any noisy animal, any vicious animal, any non-domestic household pet, or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures clothing, garbage containers, gardens, flower beds, lawns, trees, shrubbery, or any other property within the Properties. Excessive, continued, or untimely barking, molesting passersby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. "Noisy animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Board shall have, and is hereby given, the right and authority to determine in its sole discretion that Household Pets are being kept for commercial purposes, or are otherwise a Noisy animal or a Nuisance, or that an Owner is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation. Without limiting the generality of the foregoing, the Association may require the owner or custodian of a dog that barks or howls excessively, or of a Household Pet with other offensive habits, to confine such animal indoors. Further, the Association may require an Owner, at its own expense, to remove a pet determined by the Association to be a Noisy animal or a Nuisance pet and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Unit and remove the Noisy animal or a Nuisance pet; it being understood that any such action shall not be deemed a trespass and that the Association may assess a penalty of $500.00 per animal plus the costs of impoundment. On the third violation, in addition to the foregoing penalties, the Noisy animal or Nuisance pet shall be removed from the Properties and the Association has the right, in its sole discretion, to terminate the right of an Owner to keep Household Pets on the Properties. No Owner of any animal or animals impounded shall have the right to bring any action against the Association or any member thereof, for the impoundment of such animal(s).

No pet or animal shall be restrained by leash, cord, chain, rope, or other attachment fixed to any vehicle, post, tree, or other structure or object within the Properties thereby allowing such animal to become a nuisance or interfere with pedestrian or vehicular traffic in and around any public area within the Properties. Contractors, sub-contractors and any other person providing services to a Unit may not bring animals onto the Properties unless approved in advance by the Board of Directors.

Notwithstanding any of the provisions of this Section 3.6 to the contrary, no Occupant leasing a Unit may bring any animals onto the Properties or into the Unit without the prior written approval of the Board of Directors.

The Owner of a Residential Unit where a Household Pet is kept, as well as the legal owner of such pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of driveways, walkways or Common Elements affected by such Household Pet. All animals not considered to be a domestic Household Pet, including, but not limited to pigs, poultry, fowl, wild animals, cattle, sheep and goats, are prohibited from being maintained or cared for on the Properties or in a Unit thereof.

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3.7 Vehicle Parking, Storage, Operation and Repair.

(a) The parking spaces ("Parking Spaces") are reserved by the Declarant until such time as the individual Parking Spaces shall be assigned by the Declarant to an Owner for his or her exclusive use. After assignment of Parking Spaces by the Declarant, the Board may establish rules concerning the use of the Parking Spaces. The Board shall not have any control over the use or disposition of those Parking Spaces not assigned to an Owner by the Declarant. The Board shall also have full power and authority to regulate the Parking Spaces and all storage on the Property.

(b) Only Permitted Vehicles may be parked on the LCE – Parking. "Permitted Vehicles" shall mean all passenger automobiles and one ton or smaller pick-up trucks that fit within the designated parking space and do not extend beyond its boundaries. Any visitor parking areas designated within the Property may be used only for short-term parking of the vehicles of guests and invitees of Owners.

(c) No boats, trailers, buses, motor homes, campers (on or off road supporting vehicles), snowmobiles, go carts, recreational vehicles, golf carts, abandoned or inoperable vehicles (as defined below), or any other similar vehicles (collectively, the "Prohibited Vehicles") shall be parked or stored in or upon the LCE - Parking, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on any LCE - Parking. Notwithstanding the foregoing, Prohibited Vehicles may be temporarily parked on LCE - Parking for loading, delivery or emergency purposes, but only for the time required to accomplish such purpose, and as necessary for the construction or maintenance of the Properties upon compliance with the Master Rules and Regulations. An "abandoned or inoperable vehicle" shall mean any motorized vehicle that does not display a current valid motor vehicle license and registration tag or that does not have an operable propulsion system within the vehicle.

(d) If the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within seventy-two (72) hours thereafter, the Board shall have the right to remove and store the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the Owner granted the exclusive right to the LCE- Parking on which the vehicle is located and to enter upon such Limited Common Element for such purpose, all without liability on the part of the Board.

3.8 Nuisance. No noxious or offensive activity shall be carried on upon the Properties or any Unit within the Properties, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners or occupants in their enjoyment of their Unit, or in their enjoyment of the Common Area. Without limiting the foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Properties and improvements located thereon, shall be placed or used upon any Unit. Subject to any alternative provisions set forth in the Rules and Regulations, smoking, vaping or use of electronic cigarettes or similar products at any time is prohibited in any area of the Project, both within Units and within Common Elements, whether General Common Elements or Limited Common Elements, and whether enclosed or outdoors. This policy applies to all Owners, tenants, guests, employees, and servicepersons. The term "smoking" means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, or other tobacco product in any manner or in any form. The term "vaping" means use of electronic cigarettes (so-called e-cigarettes) or similar delivery systems, whether battery powered or otherwise, that simulate smoking or create an aerosol or vaporized byproduct similar to smoking.

3.9 Hunting; Fireworks. No hunting or discharge of firearms shall be permitted on any portion of the Properties. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Properties; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

3.10 Garages. The garage doors for access to the LCE-Parking areas must be kept closed at all times when not in use. Subject to the reservation of Declarant set forth in Section 9.2, only the Owners of those Units assigned and allocated LCE-Parking and LCE-Storage (and their tenants and invitees) shall be permitted to enter the garage areas where such parking and storage is located. The Owners of such Units (and their tenants and invitees) shall use the LCE-Parking and LCE-Storage assigned and allocated to each Unit in accordance with the provisions of this Declaration and the Master Rules and Regulations.

3.11 Approval of Window Coverings. The Board shall have the right to approve all window coverings on windows of Units visible from the exterior of the Unit. Each Owner shall submit to the Board a written request for approval of window coverings visible from the exterior of its Unit, which request shall contain a description of such window coverings and any other documents or samples required by the Board for review of the request. The Board shall thereafter review the request and respond in writing to the applying Owner within fifteen (15) days of receiving the request either approving or denying the request for approval. If the request is denied, such Owner shall be prohibited from installing such window coverings. Failure by the Board to respond within the fifteen (15) day deadline shall be deemed approval of the request.

3.12 Storage of Firewood; Exterior Fires. The cutting and storage of firewood and flammable materials by an Owner is prohibited on the Property. Exterior fires are prohibited on the Property, except for (a) a gas barbeque contained within a gas barbeque receptacle in connection with use and occupancy of Commercial Unit [A], (b) a gas barbeque contained within a gas barbeque receptacle in connection with operation of the LCE - Courtyard, (c) an electric barbeque fire contained within an appropriate barbeque receptacle in connection with occupancy and use of Residential Unit [C], and (d) a gas fire pit, which shall be permitted only within the LCE – Courtyard. The burning of trash, organic matter or miscellaneous debris shall be prohibited on the Property.

3.13 Restrictions Regarding Exteriors. No changes, modifications or improvements may be made to the exterior of any Unit without the approval of the Board. The following items are prohibited from being attached, stored or erected in any manner by an Owner on the LCE-Courtyard, LCE-Parking or within the General Common Elements: window boxes, hammocks, bird feeders, plastic flower/plant containers, umbrellas, sunshades, bicycles or any other recreational device (including kayaks, ski equipment or playground equipment), trash containers, decorative flags, prayer flags, signs, banners, placards, pictures, screens, outside clothing lines or other outside clothes drying or airing facilities, string lighting, children's toys or equipment, or any similar items. For each violation of this Section, the Association may assess a penalty of $200.00 per violation in addition to the other remedies set forth in this Declaration.

3.14 Satellite Dishes. No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit, on the exterior of the Building and/or within the LCE-Courtyard. Declarant or the Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Building.

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ARTICLE IV -
IMPROVEMENTS; CONSTRUCTION APPROVAL FOR COMMERCIAL UNITS RESTRICTIONS ON USE; MAINTENANCE AND REPAIR BY OWNERS

4.1 General.

(a) **Residential Unit**. No improvements to a Residential Unit or LCE-Courtyard shall take place except in conformance with this Article IV. Any Owner may remodel, paint or redecorate the interior of its Residential Unit without approval of the Board. However, modifications to LCE-Courtyard or similar portions of a Residential Unit visible from structures outside of a Unit shall be subject to approval of the Board. Notwithstanding anything to the contrary contained in this Declaration, in no event will the owner of a Unit alter any structural element of the Project without the express written approval of the Board and the ARC.

(b) [***Commercial Units***. *The finish-out of the Commercial Units shall require an application to, and approval of such application by, the Architectural Review Committee for the Property (the "ARC"). This Article is intended to provide guidance to Owners, Builders and/or Architects regarding matters of particular concern to the ARC in considering applications hereunder.*

(1) ***Architectural Review Committee***. *Declarant shall appoint the two (2) initial members to the Architectural Review Committee ("ARC") and all replacements as long as Declarant owns any of the Units or any of the lands subject to annexation to this Declaration. Thereafter, all of the members of the ARC shall be appointed by the Board. The members of the ARC shall each serve a three (3) year term. The ARC may establish and charge reasonable fees to reimburse the ARC for review of applications hereunder and may require such fees to be paid in full prior to review of any application pursuant to this Article. The ARC may employee architects, engineers or other persons as deemed necessary to perform the review. The ARC shall include the reasonable compensation of such persons, if any, in the fee charged by the ARC to the applying Owner.*

(2) ***Design Guidelines***. *Approval pursuant to this Article shall be in the sole and absolute discretion of the ARC. The Declarant shall have sole and full authority to amend this Article as long as it owns any portion of the Property, notwithstanding the reviewing authority of the ARC, unless Declarant delegates the power to amend to the ARC. Upon termination or delegation of the Declarant's right to amend, the ARC shall have the authority to amend this Article with the consent of the Board. Any amendments to this Article shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to this Article, and such amendments may remove requirements previously imposed or otherwise make this Article less restrictive.*

(3) ***Procedures***. *Prior to commencing any work within the scope of this Article ("Work"), an Owner shall submit to the ARC an application for approval of the proposed Work in such form as this Article or the ARC may specify, along with any fees required for review. Such application shall include plans and specifications in compliance with this Article showing square footage, site layout, interior materials and colors, lighting, and other features of proposed construction, as applicable ("Plans"). The ARC may require the submission of such additional information as may be reasonably necessary to consider any application. The Plans shall be in such form and shall contain such information as may be reasonably required pursuant to this Article. In reviewing each submission, the ARC must confirm that the specifications required by this Article IV are met by the applicant and may consider any factors it deems relevant, including without limitation, the harmony of interior design with surrounding Units and environment. Decisions may be based on purely aesthetic*

considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

The ARC shall, within thirty (30) days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The ARC may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. If the ARC fails to respond in writing within thirty (30) days of submission, approval shall be deemed to have been given, with the exception of any development proposed that is not in compliance with the Final Development Permit, which will be deemed automatically disapproved and denied. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with this Article unless a variance has been granted pursuant to Subsection (8). Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

Until expiration of the Declarant's rights under this Article, the ARC shall notify the Declarant in writing within three (3) business days after the ARC has approved any applications relating to proposed Work within the scope of matters delegated to the ARC by the Declarant. The notice shall be accompanied by a copy of the application and any additional information which the Declarant may require. The Declarant shall have ten (10) days after receipt of such notice to veto any such actions, in its sole discretion, by written notice to the ARC and the applicant.

(4) ***Obligation to Complete Construction***. *If construction of the interior of a Commercial Unit does not commence within two (2) years after the date of approval of Plans, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to reapply for approval before commencing the proposed Work. Once construction has commenced (which commencement shall be measured from the breaking of ground on the Unit), it must be completed within eighteen (18) months from the date construction commenced unless otherwise specified in the notice of approval or unless the ARC grants an extension in writing. The ARC shall not be obligated to grant any extension but shall not unreasonably withhold such extension if construction of the improvement(s) is diligently pursued. Completion of improvements shall mean that a certificate of occupancy has been issued by the local governing body empowered to do so and that they are in a condition suitable for immediate occupancy by the Owner or its occupant. In the event construction is not complete within the time provided for herein, including any extensions approved by the ARC, the Owner shall be subject to a late completion penalty of One Hundred Dollars ($100.00) per day until construction is complete. Such penalty shall be assessed to such violating Owner as a Specific Assessment.*

(5) ***No Waiver of Future Approvals***. *Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of this Article, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the ARC may refuse to approve similar proposals in the future. Approval of applications or Plans for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.*

*(6) **Variances**. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless approved in writing by the ARC; (b) be contrary to this Declaration; or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.*

*(7) **Limitation of Liability**. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties but shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements or compliance with plans and specifications, nor for ensuring that all interior finish out of Commercial Units are of comparable quality, value or size or of similar design. Neither the Declarant, the Association, the Board, any committee, nor member of any of the foregoing shall be held liable for general site work or for any defects in plans revised or approved hereunder, or for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Commercial Units. In all matters, the ARC and all persons comprising the ARC shall be defended and indemnified by the Association as provided in Section 7.6.*

*(8) **Certificate of Compliance**. Any Owner may request that the ARC issue a certificate of architectural compliance certifying that there are no known violations of this Article. The ARC shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificate. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.*

*(9) **Standard of Construction**. All improvements to the Property made by Declarant have been or will be constructed in accordance with all applicable town, county, state and federal building codes. Declarant does not warrant that its improvements to the Property exceed, in any manner, the minimum building standards required by applicable county, state and federal laws.*

*(10) **Lighting**. Lighting fixtures shall not cause a nuisance to any adjacent Units. All interior lights shall be designed to avoid emission of glare or unreasonable brightness from any window, door or other opening in the building. In addition, all lighting, whether interior or exterior, shall comply with local "dark sky" ordinances and similar lighting regulations or requirements, as the same may be enacted or updated from time to time.]*

4.2 Enforcement. Any structure, improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant or the Board, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming Work. Should an Owner fail to remove and restore as required, the Declarant, the Association or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the benefited Unit and collected as a Specific Assessment. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article may be excluded from the Properties, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Declarant, nor the Association its officers, or directors shall be held liable to any Person for exercising the rights granted by this Section. In addition to the foregoing, the Association and the

Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article.

4.3 Development and Use Restrictions. All development of the Properties shall conform to the following requirements:

(a) **Town Land Use Regulations**. Conformity with any and all applicable land use regulations of the Town of Jackson, Wyoming shall be required, in addition to the requirements of this Declaration.

(b) **Authorized Use for Residential Unit**. Residential use shall be permitted in the Residential Unit, together with the keeping of Household Pets subject to the limitations set forth in this Declaration. In the interest of assuring consistent and high-quality maintenance and operation of the Residential Unit, all companies providing property management or leasing services to the Residential Unit, and all programs by which such services or activities are to be provided or undertaken with respect to the Residential Unit, shall be subject to prior approval by the Board, provided, however, that such approval shall not result in retention of property management companies charging fees in excess of normal and customary rates for similarly situated properties in the local market.

(c) **Authorized Use for Commercial Units.** Subject to any further restrictions and exclusives filed by Declarant pursuant to Section 9.11, the Commercial Units may be used only for those uses approved by the Board. Property management use is prohibited for the Commercial Units.

4.4 Maintenance by Owners. Each Owner shall maintain, repair and replace, at such Owner's expense, all portions of the Owner's Unit, including internal installations such as appliances, heating, plumbing, electrical and air conditions fixture, and any other utility service facilities located within a Unit. It is also each Owner's responsibility to maintain, repair and replace, at such Owner's expense, the appurtenances to such Owner's Unit, including, without limitation, windows, doors, sliding doors, vestibules and entry-ways, dedicated elevators, and of all associated structures and fixtures therein. The forgoing obligations include, without limitation, the responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances. Subject to the Association's reservation set forth in Section 8.5(i), each Owner shall remove all snow, leaves and debris from the decking appurtenant to such Owner's Unit, in each instance without material adverse impact on any other Owner's use or enjoyment of its Unit or any Common Element, however notwithstanding anything herein to the contrary, the responsibility to maintain the staining and/or painting of the decking shall be the responsibility and expense of the Association. In connection with the Owner's responsibility to maintain, repair and replace the dedicated elevator associated with its Unit, such Owner shall have the elevator inspected and maintained by a licensed elevator inspector for safety and operational performance not less frequently than annually, consistent with customary practices associated with commercial elevators as established by the United States Occupational Safety and Health Administration. If any Owner fails to maintain, repair and/or replace the items that it is obligated to maintain, repair and replace, the Declarant and/or the Association shall be authorized, after providing fifteen (15) days' notice to the Owner, to enter upon the Unit to cure such failure and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

ARTICLE V – CONDOMINIUM DECLARATION

5.1 Estates of an Owner. The Project is hereby divided into Condominium Units, each consisting of a separate interest in a Condominium Unit and an undivided interest in common in the Common Elements in accordance with the Final Plat which sets forth the Common Elements appurtenant to each Condominium Unit. The percentage of ownership interest in the Common Elements which is to be

allocated to each Unit for purposes of voting, taxes, assessments and other charges under Wyoming statute § 34-20-104(a) and for purposes of liability shall be the same as set forth on **Exhibit "A."** Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units. The legal description of each Unit shall be as provided in Article V herein and as shown on the Condominium Plat.

5.2 Title. Title to a Condominium Unit may be held or owned by an entity and in any manner in which title to any other real property may be held or owned in the State of Wyoming.

5.3 Inseparability. No part of a Condominium Unit or of the legal rights comprising ownership of a Condominium Unit may be separated from any other part thereof during the period of Condominium Unit ownership prescribed herein, so that each Condominium Unit and the undivided interest in the Common Elements shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium Unit shall be presumed to be a gift, devise, request, transfer, encumbrance, or conveyance, respectively, of the entire Condominium Unit, together with all appurtenant rights created by law or by this Declaration.

5.4 Partition Not Permitted. The Common Elements shall be owned in common by all owners of Units and no Owner may bring any action for partition thereof.

5.5 Owner's Right to General Common Elements and Limited Common Elements. Subject to the limitations contained in this Declaration, each Owner shall have the nonexclusive right to use and enjoy the General Common Elements shown on the Final Plat and defined herein. Each Owner shall have the exclusive right to use and enjoy the Limited Common Elements designated to such Owner on the Final Plat.

5.6 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium Unit. If any taxes or special district or other assessments may, in the opinion of the Association, become a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefore. Each Owner shall pay the taxes or assessments assessed against her/his Condominium Unit, or interest therein, or his/her interest in the Common Elements or any part of any or all of the foregoing. Each Owner shall pay all taxes, rates, impositions, and assessments levied against the Project or any part of the Common Elements in proportion to her/his interest in the Common Elements, such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment shall bear interest at eighteen percent (18%) per annum from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Sections 8.8 and 8.9 hereof. Notwithstanding the foregoing, taxes, assessments, or other charges attributable to the Common Elements shall be apportioned among the Owners of Condominium Units as provided in Article VIII hereof.

5.7 Owner's Rights with Respect to Interiors. Except as provided in this Declaration, each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise maintain, refinish, and decorate the interior surfaces of the walls, ceilings, floors, doors and clean the exterior and interior surfaces of the windows, all of which form the boundaries of his/her Condominium Unit and all walls, ceilings, floors, and doors within such boundaries.

5.8 Declarant's Right Incident To Construction. Declarant, and persons it shall select, shall have the right to ingress and egress over, upon, and across the Common Elements, the right to store materials thereon and to make such other use thereof as may be reasonably necessary incident to complete development of the Project.

5.9 Legal Description. Every contract for the sale of a Condominium Unit and every other instrument affecting title to a Condominium Unit may describe that Condominium Unit by the letter shown on the Final Plat and this Declaration as each appears on the records in the Office of the Teton County Clerk, in the following fashion:

Unit [X] as shown on the Final Plat of Stags Landing Condominium Addition, appearing in the Records in the Office of the Teton County Clerk as Plat No. [X] as defined and described in Declaration of Condominium of Stags Landing Condominium recorded in the Records in the Office of the Teton County Clerk, in Book [X] of Photo at Pages [X] to [X], and all amendments or supplements thereto.

Such description will be construed to describe the Condominium Unit, together with the appurtenant undivided interest in the Common Elements and to incorporate all the rights incident to ownership of a Unit and all the limitations on such ownership as described in this Declaration.

5.10 Right to Combine Units. Declarant reserves the right for itself and for each Owner to physically combine the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate ownership of such Units in the future. Declarant reserves the right for itself and for each Owner to designate and convey to any purchaser of such combined Units as additional Limited Common Elements any walls, floors, or other structural separations between Units so combined, or any space which would be occupied by such structural separations but for the combination of the Units. Such structural separations and such space shall automatically become Common Elements if the combined Units become subject to separate ownership in the future.

ARTICLE VI – THE ASSOCIATION AND ITS MEMBERS

6.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area. The Association also shall be the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Wyoming.

6.2 Membership. Every Owner of a Unit, by virtue of their purchase of a Unit or the acceptance of a deed therefore, shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(a), and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner that is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association except where such privileges may be restricted by the Master Rules and Regulations.

6.3 Voting. The Association shall have one class of membership. The total number of votes that may be cast by all members of the Association shall be set as provided for in the Bylaws, and each Owner shall be entitled to vote in the percentages shown on **Exhibit "A"** attached hereto. All votes shall be cast as provided in Section 6.3(a).

(a) **Exercise of Voting Rights**. The vote for each Unit owned by a Member shall be exercised by the Owner of the Unit. In any situation where there is more than one Owner of such Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it in a conflicting manner.

(b) **Commencement of Voting Rights**. Voting rights as to each Unit shall vest upon the commencement of assessment obligations for such Unit.

6.4 Association Board of Directors. The Association shall have not less than three (3) nor more than five (5) directors. Notwithstanding any other provision set forth herein or in any of the Governing Documents, the initial Board and all replacements shall be appointed by the Declarant for three (3) year terms until the expiration of the Declarant rights as provided in Section 9.12. Each director appointed by the Declarant shall serve (irrespective of the expiration of a term) until the earlier of the appointment of his or her successor by Declarant, or his or her death, resignation or removal. Following the expiration of the Declarant's rights, the Directors shall be elected and shall serve as provided in the Bylaws.

ARTICLE VII – ASSOCIATION POWERS AND RESPONSIBILITIES

7.1 Acceptance and Control of Association Property.

(a) The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property.

(b) The Declarant and its designees may convey real or personal property to the Association and the Association shall accept such property.

7.2 Maintenance of Common Area.

(a) The Association shall maintain, repair and replace all utility services or other types of elements and easements that are utilized in common, such as, but not limited to, sewer or water lines, up to the connection point at the boundary of each Unit.

(b) The Association shall maintain, in accordance with the Governing Documents, the General Common Elements as designated on the Final Plat, including but not limited to, the maintenance, repair and replacement of all heat pumps utilized by more than one Unit, siding, roofing, stairwells, driveways, foyers, trees, and sidewalks. Notwithstanding anything to the contrary set forth above, the Owner of Commercial Unit [A], is hereby granted the right to make modifications, updates or similar changes to the General Common Elements in a fashion reasonably associated with such Owner's use and occupancy of said Commercial Unit [A], *provided*, *however*, (i) such modifications, updates or similar changes are at all times selected and installed so as to be consistent with the requirements of this Declaration and the overall aesthetic of the Building; (ii) such modifications, updates or similar changes do not materially increase the ongoing costs of maintenance of the General Common Elements to the Association; and (iii) the costs of installing such modifications, updates and similar changes are paid for exclusively by the Owner of Commercial Unit [A].

(c) The Association shall maintain and repair all LCE-Parking.

(d) The Association shall maintain and repair all foyers and stairwells within the Limited Common Elements.

The costs associated with the maintenance, repair and replacement of those items that the Association is obligated to maintain, repair and replace in the GCE shall be a Common Expense; provided, if the Board reasonably determines that the expenses associated with the maintenance, repair or replacement is necessitated by the act, negligence or willful misconduct of one or more Owners, their guests, invitees,

or lessees, then the Board may assess the full amount of such maintenance, repair or replacement against such Owner(s) and their Units as a Specific Assessment.

Any expense associated with the maintenance, repair or replacement of improvements within a Limited Common Element shall be assessed as a specific assessment against the Units to which the Limited Common Element is assigned. If the LCE is jointly assigned to several Units, such expense shall be prorated equally among such Units.

7.3 Insurance.

(a) **Required Coverages**. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all Units and insurable improvements within the Properties. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the insured improvements (including all Units) under current building ordinance and codes;

(ii) Commercial general liability insurance on the Common Elements and Units, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars ($1,000,000.00) per occurrence, with an aggregate limit of not less than $2,000,000, with respect to bodily injury and personal injury and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall have the option to obtain such additional coverages or limits. If the policy does not contain "severability of interest" in its terms, the Association shall acquire an endorsement to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of other Unit Owners;

(iii) Such additional insurance as the Board, in its best business judgment, determines advisable; and

(iv) In addition to the foregoing insurance policies and other additional policies required by the Board in its best business judgment as set forth in Section 7.3(a)(i)-(iii), above, the Association shall obtain Directors and Officers insurance in an amount not less than one million dollars ($1,000,000.00) covering the Board of Directors and its individual members and creating liability protection for economic loss resulting from business-related negligence, errors or wrongdoing on the part of the Board of Directors and its individual members, excepting from such coverage fraudulent or criminal conduct on the part of the Board. Such Directors and Officers insurance policy shall protect individual directors and officers from losses not indemnified by the Association pursuant to this Declaration or other Governing Instruments, and shall cause the insured Board of Directors and individual members thereof to be insured, indemnified and defended against any claims, liabilities or amounts that the Board of Directors may be obligated to pay or answer for claims made against the Board or its individual members.

Premiums for all insurance on the Common Elements and the Units shall be assessed by the Board as a Common Expense. Premiums for all insurance on the Units shall be assessed against the Unit owners

as a Specific Assessment the cost of which shall be divided pro-rata among the Unit Owners according to those percentages set forth on **Exhibit "A"**.

(b) **Policy Requirements**. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage except for the deductible attributable to the insured loss of an insured Unit the cost of which shall be a Specific Assessment as provided for in Section 7.3(a). However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with procedures adopted by the Board, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Unit as a Specific Assessment.

All insurance coverage obtained by the Board shall:

(i) Be written with a company authorized to do business in the State of Wyoming or authorized to do business as an approved surplus lines carrier in the State of Wyoming;

(ii) Be written in the name of the Association as trustee for the benefited parties, including the Declarant.

(iii) Not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) Contain an inflation guard endorsement;

(v) Include an agreed amount endorsement if the policy contains a co-insurance clause;

(vi) Provide a waiver of subrogation under the policy against any Owner or family member of an Owner;

(vii) Include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(viii) Include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association;

(ix) Provide that the policy will be primary, even if an Owner has other insurance that covers the same loss; and

(x) Be issued by insurance companies having an "A-" rating or better by Standard and Poor's, and if not rated by Standard & Poor's, then a rating of "A-" by A.M. Best Company.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

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(1) A waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, its attorneys, the Owners and their tenants, servants, agents, and guests;

(2) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(3) An endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(4) An endorsement requiring at least thirty (30) days prior written notice to the Association and to all Mortgagees and Guarantors of Units of any cancellation, substantial modification, or non-renewal;

(5) A provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any related to the loss.

(c) **Restoring Damaged Improvements**. In the event of damage to or destruction of property that the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the property shall be repaired or reconstructed unless the Board, using reasonable judgment and in reliance upon professional estimates and advice, determines either that i) such full repair and/or restoration is physically impossible; or ii) available insurance proceeds are less than eighty percent (80%) of the cost of such repair and/or restoration, and at least sixty percent (60%) of the Owners of damaged or destroyed Units decide, within sixty (60) days after the determinations set forth in i) and ii) above have been made, not to repair or reconstruct. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the insured improvements shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, then the insurance proceeds shall be paid to the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) as their interests are determined based upon the square footage size of each Unit and the insurance proceeds available. All mortgages, liens and other charges against the Units shall be paid out of the insurance proceeds before any proceeds are released to an Owner(s).

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members or the Owners of Units, as appropriate, and placed in a capital improvements account.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3(a).

(d) **Insurance Obtained by Owners/Non-liability of Association**. The issuance of insurance policies to the Association pursuant to this Article VII shall not prevent the Owner of any Unit

from obtaining insurance for its own benefit at its own expense covering its Unit, its personal property and providing liability coverage. Notwithstanding the obligation of the Association to obtain insurance coverage as stated in this Declaration, neither the Declarant nor the Association, or their respective officers, directors, employees, members or agents, shall be liable to any Owner or any other party if any risks or hazards are not covered by the insurance to be maintained by the Association or if the amount of the insurance is not adequate, and it shall be the responsibility of each Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for any additional insurance coverage and protection that the Owner may desire. Each Owner or tenant shall be solely responsible for securing insurance to protect their interest in their Unit and its contents.

7.4 Compliance and Enforcement.

(a) Every Owner and Occupant of a Unit shall comply with (1) the Governing Documents, (2) the codes, rules, ordinances and orders of the Town of Jackson applicable to their Unit and/or the Project, including those relating to rental of the Units, and (3) the reasonable and customary underwriting requirements of any insurance company providing insurance on any portion of the Project. The Board may impose sanctions for violation of the any of the foregoing after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include, without limitation:

(i) Imposing reasonable monetary fines (which shall not, except in the case of nonpayment of assessments, constitute a lien upon the violator's Unit). In the event that any occupant, guest or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board. The fine, in either circumstance, shall be a Specific Assessment against the Owner;

(ii) Suspending an Owner's right to vote;

(iii) Suspending any Person's right to use any Common Elements; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(iv) Suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(v) Exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) Requiring an Owner, at its own expense, to remove any structure or improvements in violation of Article III and/or Article IV and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass. Any costs incurred by the Board in bringing a non-conforming Unit into compliance shall be assessed to such Owner as a Specific Assessment;

(vii) Without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article III and/or Article IV from continuing or performing any further activities in the Properties; and

(viii) Levying Specific Assessments to cover costs incurred by the Association, including reasonable attorneys' fees incurred, to bring a Unit into compliance with Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the Bylaws:

(1) Exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and

(2) Bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility after written notice specifying the maintenance required and a reasonable opportunity to perform such maintenance, the Association may record a notice of violation in the Public Records or perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

(b) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction, or rule.

All remedies set forth in the Governing Document shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

The Association may enforce applicable city and county ordinances, if applicable, and permit the Town of Jackson, Wyoming to enforce ordinances within the Properties for the benefit of the Association and its Members.

7.5 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board, or delegated to the ARC without a vote of the membership.

7.6 Indemnification of Officers, Directors and Others. The Association shall indemnify every current and former officer, director, and committee member against all damages and expenses, including attorneys fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement or any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under Wyoming law and the Bylaws.

7.7 Maintenance of Association Standing. The Association shall be obligated to maintain itself in good standing with the Wyoming Secretary of State and any other governmental entities having jurisdiction over the activities or existence of the Association.

ARTICLE VIII – ASSOCIATION FINANCES

8.1 Budgeting and Allocating Common Expenses; Base Assessments. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.3. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount to be generated through the levy of Base Assessments, Special Assessments and Specific Assessments against each.

The Association is hereby authorized to levy Base Assessments against all Units subject to assessment under Section 8.7 to fund the Common Expenses. The liability for Common Expenses described herein shall be allocated to each Unit in accordance with those percentages set forth on **Exhibit "A"** for each Unit.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner not less than thirty (30) days prior to the effective date of such budget. Such budget and assessment shall automatically become effective unless subject to the limitation on increases of assessments provided for in Section 8.6.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the limitations on increases of assessments provided for in Section 8.6.

8.2 Intentionally Omitted.

8.3 Budgeting for Reserves. The Board shall prepare and review at least annually a reserve budget for the Common Elements and other assets of the Association. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1 a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect to both amount and timing by annual contributions over the budget period.

8.4 Special Assessments. In addition to other authorized assessments, the Association may, subject to the limitations of Section 8.6, levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied: (i) against the entire membership if such Special Assessment is for Common Expenses; or (ii) against an individual Unit if such Special Assessment is for an unbudgeted expense relating to less than all of the Properties. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice of the Special Assessment by first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

8.5 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Unit as follows:

(i) To cover the cost of providing services to a Unit, including but not limited to snow removal on LCE-Courtyard areas and LCE-Parking, the Association hereby reserving the right to retain one or more contractors to perform such snow removal for the Residential Unit. Specific Assessments may be levied in advance; and

(ii) To cover costs incurred in bringing a nonconforming Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a nonconforming Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the nonconforming Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this Section.

8.6 Limitation on Increases of Special Assessments. Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or to reimburse the Association for actual costs for insurance required by Section 7.3 of this Declaration, the Board may not impose a Special Assessment that in the aggregate exceeds twenty percent (20%) of the budgeted Common Expenses for the current fiscal year, without a majority vote of a quorum of the Members who are subject to the applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all of the Members of the Association.

For purposes of this Section, "quorum" means more than fifty percent (50%) of the total voting power of the Association subject to the applicable assessment. For purposes of this Section, the term "Base Assessment" shall be deemed to include the amount assessed against each Unit for the year immediately preceding the year for which the assessment is to be increased.

An emergency situation justifying a Special Assessment may be, but shall not be limited to, any one of the following:

(a) An extraordinary expense required by an order of a court;

(b) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible where a threat to personal safety on the Properties is discovered; or

(c) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which expense could not have been reasonably foreseen by the Board in preparing and distributing the budget as provided for in Section 8.1. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment.

8.7 Authority to Assess Owners; Date of Commencement of Assessments; Time of Payment. The Declarant hereby establishes that the Association is authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. Subject to Sections 8.1 and 8.8, the obligation to pay the assessments provided for herein shall commence as to all Units on the first day of the month following the first conveyance of a Unit to an Owner not affiliated with the Declarant. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Unit. Any assessments collected but not spent prior to the Association incurring expenses shall be placed into the Association's reserve account for maintenance, repair and replacement of the Common Elements and any other common amenities.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, annual assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.8 Personal Obligation.

(a) Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent (18%) per annum or such other rate as the Board may establish, subject to the limitations of Wyoming law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Unit until paid in full. Upon a transfer of title to a Unit, the grantee shall not be personally liable for any assessments and other charges due at the time of conveyance unless expressly assumed by him/her, but such transferred Unit shall remain subject to any liens imposed upon it pursuant to Section 8.9 herein.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself or herself from liability for assessments by non-use of the Common Elements, by abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments

or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) **Declarant's Obligations for Assessments**. The Declarant is subject to the payment of assessments against Units that it owns.

8.9 Lien for Assessments. Each Owner, by his or her acceptance of a deed to a Unit, hereby vests in the Association and its agents the right and power to bring all appropriate actions against such Owner personally for the collection as a debt of any unpaid and delinquent billings for Base Assessments, Special Assessments, Specific Assessments, interest, late fees, enforcement costs and other charges owing by such Owner in accordance with the terms hereof. Additionally, in order to secure payment of any billings for Base Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs (including reasonable attorney fees) and other charges due hereunder, Declarant hereby retains, and each Owner by his or her acceptance of a deed to a Unit, hereby grants the Association and its agents a lien for such Base Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs and other charges for which such Owner is responsible under the terms hereof. The Board, acting on behalf of the Association, is authorized to record a notice of any unpaid amounts secured by such lien in the Public Records, which shall include a description of the applicable Unit and the name of the Owner thereof and the basis for the amount of the lien. Said lien shall be enforceable by the Association or its agents through all appropriate methods available under applicable Wyoming law for the enforcement of such liens, including without limitation, non-judicial foreclosure, and the Declarant and each such Owner hereby expressly grant to the Association a power of sale in connection with said lien. The Association may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing and signed by the President or a Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Public Records. The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. Notwithstanding the foregoing, after any foreclosure or deed in lieu of foreclosure, such Unit shall remain subject to this Declaration and the new Owner of such Unit shall thereafter be personally liable for all charges of the type described above which relate to such Unit which become due after such new Owner acquires title to said Unit by foreclosure or by acceptance of a deed in lieu of foreclosure. All sums previously assessed hereunder but still unpaid after any foreclosure or deed in lieu of foreclosure shall remain the obligation of and shall be payable by the person foreclosed upon; *provided, however*, if such sum should prove uncollectible after reasonable efforts, then it shall be deemed to be a Common Expense, collectable from all of the other Owners, including the purchaser of the Unit at foreclosure, and shall be shared among such Owners in the same manner as other Common Expenses are shared. No sale or transfer of any Unit shall: (i) relieve any Owner thereof from personal liability for any

of such unpaid charges attributable to the applicable Unit which become due prior to the date of such sale or transfer; or (ii) satisfy or extinguish the above-described lien in respect of such unpaid charges.

ARTICLE IX – ADDITIONAL RIGHTS RESERVED TO DECLARANT

9.1 Expansion by the Declarant. Until the Declarant has sold 100% of the Properties subject to this Declaration, the Declarant may annex additional properties into the regime of this Declaration provided such property is contiguous to the Properties. Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

9.2 Additional Covenants and Easements. During the time that Declarant owns any real property subject to this Declaration, the Declarant may subject any portion of the Property to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through the various Assessments as provided for herein. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration.

9.3 Effect of Filing Supplemental Declarations. Any Supplemental Declaration filed pursuant to this Article shall be effective upon recording in the Public Records unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

9.4 Marketing. Declarant reserves the right for itself and its agents to install and maintain flags, banners and/or signage within the Properties and to conduct sales activities within the Properties (including, but not limited to, conducting open houses for brokers and prospective purchasers within model Units and performing other forms of advertising) for purposes of marketing and advertising the Properties and its agents.

9.5 Budget Considerations. As additional properties are annexed to the Properties pursuant to this Article IX, the budget of the Association may be affected, as well as assessment obligations of the Owners as a result thereof.

9.6 Right to Assign Limited Common Elements – Parking and Limited Common Elements - Storage. Declarant hereby reserves the right to assign LCE-Parking and LCE- Storage to specific Units by filing Supplemental Declarations in the Public Records. The Board reserves the right to reassign and reallocate parking spaces among Unit Owners by Filing Supplemental Declarations, so long as each Owner has the parking it is entitled to under the provisions of this Declaration.

9.7 Right to Approve Additional Covenants. So long as Declarant owns any property subject to this Declaration, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

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9.8 Right to Approve Changes in Community Standards. No amendment to or modification of any Master Rules and Regulations shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns property subject to this Declaration.

9.9 Right to Appoint Members of Board. The Declarant hereby reserves the right to appoint and/or remove all members of the Board of Directors of the Association and any and all members of any committees created by the Board. Following the expiration of the Declarant's rights, the Directors shall be elected and shall serve as provided in the Bylaws.

9.10 Right to Delay Commencement of Association, Meetings or Assessments. The Declarant hereby reserves the right to delay the filing of the Articles for the Association, creation of Bylaws and Master Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as required hereunder and in the Bylaws. In the event that the Declarant elects to delay the creation of the association, the rights, but not the obligations, of the Association created by this Declaration are hereby assigned to the Declarant until such time as the Association is created.

9.11 Right to Allocate Exclusive Use Rights to a Commercial Unit. The Declarant hereby reserves the right to create additional restrictions on the uses of all or any portion of the Commercial Units through separate recorded instruments, it being the intent of the Declarant to provide exclusive use rights appurtenant to certain Commercial Units at the sole option of Declarant.

9.12 Right to Amend Plat. The Declarant hereby reserves the right to amend the Plat to provide for the orderly development of the Properties as determined by the Declarant. By accepting a deed for their Unit, an Owner acknowledges the Declarant's rights as set forth in this Section 9.12 and expressly consents thereto.

9.13 Termination of Rights. The rights contained in this Article shall not terminate until the Declarant, or any party controlled by or under common control with Declarant, is no longer a record owner of any real property subject to this Declaration unless Declarant elects to terminate such reservations at an earlier date. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof.

9.14 Right to Meeting Minutes, Meeting Attendance. Notwithstanding the limitations set forth in Section 9.13, the Declarant shall be provided complete minutes of all meetings of the Association or the Board held during the period of ten (10) years following the date of Declarant's sale or other conveyance of the last of the Units to an unrelated third party. In addition, Declarant shall have the right, but not the obligation, to attend meetings of the Association or the Board for a period of ten (10) years following the date of Declarant's sale or other conveyance of the last of the Units to an unrelated third party, notwithstanding Declarant's earlier sale or other transfer of all of its interest in the Project. Declarant shall be provided notice of such meetings in the matter and upon the timeframes applicable to Owners.

9.15. Right to Cure Alleged Defects. It is Declarant's intent that all improvements constructed or made by Declarant in the Project be built or made in compliance with all applicable building codes and ordinances and that such improvements be of a quality that is consistent with the Community-Wide Standard. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Declarant's responsibility therefor. It is Declarant's intent to resolve all disputes and claims regarding Alleged Defects (as defined below) amicably, and without the necessity of time-consuming and costly litigation. Accordingly, the Association, the Board and all Owners shall be bound by the following claim resolution procedure:

(a) **Declarant's Right to Cure**. In the event the Association, the Board or any Owner or Owners (collectively, "Claimant") claim, contend or allege that any portion of the Project, including, without limitation, any Unit, and/or any improvements constructed on the Project, are defective or that Declarant or its agents, consultants, contractors or subcontractors were negligent in the planning, design, engineering, grading, construction or other development thereof (any of the foregoing, an "Alleged Defect"), Declarant hereby reserves the right to inspect, repair and/or replace such Alleged Defect as set forth herein.

(b) **Notice to Declarant**. In the event that a Claimant discovers any Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant in writing, at the address at which Declarant maintains its principal place of business, of the specific nature of such Alleged Defect ("Notice of Alleged Defect").

(c) **Right to Enter, Inspect, Repair, and/or Replace**. Within a reasonable time after the receipt by Declarant of a Notice of Alleged Defect, or the independent discovery of any Alleged Defect by Declarant, as part of Declarant's reservation of rights, Declarant shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Unit, and/or any improvements or other portion of the Project for the purposes of inspecting and, if deemed necessary by Declarant, repairing and/or replacing such Alleged Defect. In conducting such inspection, repairs and/or replacement, Declarant shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

(d) **Legal Actions**. No Claimant shall initiate any legal action, cause of action, proceeding, reference or arbitration against Declarant alleging damages (i) for the costs of repairing or the replacement of any Alleged Defect, or (ii) for the diminution in value of any real or personal property resulting from such Alleged Defect, unless and until (1) Claimant has delivered to Declarant a Notice of Alleged Defect and (2) Declarant has, within ninety (90) days after its receipt of such Notice of Alleged Defect, either (x) failed to repair or replace such Alleged Defect or (y) if such Alleged Defect cannot reasonably be repaired or replaced within such ninety (90) day period, failed to commence such repair or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such repair or replacement to completion. Any such action undertaken on behalf of the Association shall also require, as a prerequisite to such action, the approval of not less than sixty-six percent (66%) of the Owners and not less than sixty-six percent (66%) of the Mortgagees. In no event will Declarant be liable for, nor shall any Claimant be entitled to pursue, consequential damages resulting from any Alleged Defect.

(e) **No Additional Obligations; Irrevocability and Waiver of Right**. Nothing set forth in this Section 9.15 shall be construed to impose any obligation on Declarant to inspect, repair or replace any item or Alleged Defect for which Declarant is not otherwise obligated under applicable law. The right of Declarant to enter, inspect, repair, and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form, executed and recorded by Declarant in the Public Records.

(f) **Waiver**. Notwithstanding anything to the contrary in this Section 9.15, (i) Declarant hereby disclaims any representations and warranties in respect of, shall have no continuing liability to any Owner for, any design or construction defects (whether known or unknown) relating to the Project, including latent defects, and (ii) the provisions of this Section 9.15 in no way extend or modify any contractual waivers or statutes of limitation or statutes of repose.

(g) **Amendment**. Notwithstanding any other provision of this Declaration to the contrary, the provisions of this Section 9.15 may be amended only with the written consent of Declarant,

any such amendment being applicable only to Alleged Defects with respect to which a Notice of Alleged Defect is delivered after the date of such amendment.

ARTICLE X – EASEMENTS

10.1 Easements in Common Elements. The Declarant grants to each Owner a non-exclusive right and easement of use (subject to the rights of other Owners, Members and the Association), access, and enjoyment in and to the General Common Elements. The Declarant grants to each Owner (subject to the rules, regulations, and restrictions contained in the Governing Documents) an exclusive right and easement of use, access, and enjoyment in and to the Limited Common Elements that are appurtenant to the Unit(s) owned by such Owner, which shall include without limitation the storage, decking, foyers, stairwells, bathrooms and parking areas. Such exclusive right and easement of use, access, and enjoyment in the Limited Common Elements shall not be severable from the Unit to which it is appurtenant.

The foregoing grants are subject to:

(a) The restrictions, rules and regulations set forth in the Governing Documents and any other applicable covenants;

(b) Any restrictions or limitation contained in any deed or easement conveying such property or easement to the Association;

(c) The right of the Board to adopt rules regulating the use and enjoyment of the Common Elements;

(d) The right of the Board to suspend the right of an Owner to use the Common Elements (i) for any period during which any charge or assessment against such Owner's Unit remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the Bylaws.

Any Owner may extend his or her right of use and enjoyment of the Common Area to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Unit, subject to the terms and conditions of this Declaration, shall be deemed to have assigned all such rights to the lessee of such Unit for the period of the lease.

10.2 Easements for Utilities and Infrastructure.

(a) All dedications, limitations, restrictions and reservations of easements, including those for drainage, prepared and recorded by Declarant and/or set forth on the Plat are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration.

(b) The Declarant hereby grants to the Association and each Owner of a Unit, and, so long as the Declarant owns a Unit, reserves for itself, and reserves the right to grant to utility providers, the Association, and the owners of any of the Units perpetual non-exclusive utilities easements located as described on the Plat for the purpose of:

(i) Installing utilities and infrastructure, including without limitation, water and sewer systems, cable and other systems for sending and receiving data and/or other electronic signals; signage; security and similar systems; roads, sidewalks, bicycle racks, pathways and drainage systems; to serve the Properties;

(ii) Inspecting, maintaining, repairing and replacing such utilities and infrastructure to serve the Properties; and

(iii) Access to read utility meters.

(c) All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

(d) In order to adequately serve each Unit and the General and Limited Common Elements, utility facilities may be constructed and may encroach on a Unit(s). An easement for such encroachment and for the maintenance of the same shall and does hereby exist.

10.3 Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over the Common Elements as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Unit, but not to enter any structure thereon, for emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with the Governing Documents and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. Some of the General Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all General Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the General Common Elements located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the General Common Elements or to any Unit or Units. The Association shall also have such right independent of any agency relationship. The President of the Association and the Building Property Manager (if any) shall each have a master key to all Units for the purpose of gaining access to any Unit for repairs, maintenance and emergencies as provided herein. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the General Common Elements or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners of the General Common Elements; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Article VIII.

10.4 Easements for Cross-Drainage. Every Unit shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any Unit to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected Unit and the Board.

10.5 Easement for Emergency Vehicles. The Properties are hereby burdened with an easement allowing all policemen, firemen, ambulance personnel, and similar emergency personnel entry to perform their duties, including the enforcement of traffic regulations.

10.6 Easement for Encroachments. If any part of the Common Elements encroaches or shall hereinafter encroach upon a Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Elements, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Elements or the Units. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction, repair or reconstruction or any part thereof in accordance with the original plans and any encroachment due to building overhang or projection.

10.7 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Elements necessary for access to her/his Unit and to the Limited Common Elements designated for use in connection with his/her Unit, and shall have the right to the horizontal and lateral support of her/his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

ARTICLE XI – AMENDMENT OF DECLARATION

11.1 By Declarant. In addition to any specific amendment rights granted elsewhere in this Declaration, until the conveyance of greater than sixty percent (60%) of the Units to an Owner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose, provided that any such amendment or repeal does not materially adversely affect the rights or interests of any other Owner. Thereafter, and until such time as Declarant no longer owns any interest in the Project, Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) correct clerical, typographical or technical errors, or to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) enable any institutional lender, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or any successor or similar governmental authority to make, purchase, insure or guaranty mortgage loans on the Units; (iv) to satisfy the requirements of any local, state or federal governmental agency, including any department of real estate or real estate commission, (v) correct or reflect modifications to, or discrepancies in, the physical attributes of the Project, including the size, location and configuration of Units and Common Elements, that may have arisen during construction of the Project, or (iv) to satisfy the reasonable and customary underwriting requirements of any insurance company providing insurance on any portion of the Project.

In addition to the foregoing, for as long as Declarant owns a Unit, Declarant shall have the right to (a) relocate the boundaries of and between two adjoining Units, (b) physically combine a part of or combination of parts of the space of one Unit with a part of or combination of parts of the space within one or more adjoining Units, or (c) subdivide a Unit or part of a Unit to create additional Units (in each case, provided that the affected Units are owned by Declarant). Before exercising its rights herein, Declarant must obtain all necessary approvals from any governmental authority having jurisdiction over the Project before exercising its rights herein. Declarant shall be permitted to execute and record any amendment to the Declaration or the Condominium Plat, or both, effectuating the relocation of boundaries of, combination or subdivision, or redesignation of Unit(s). If Declarant requires, whether for title purposes, governmental approvals or otherwise, the Board shall ratify the action in connection with effectuating such relocation of boundaries, combination or subdivision, or redesignation of Unit(s), and take such necessary actions in connection therewith if the requirements in this section have been satisfied.

Notwithstanding the foregoing reserved amendment rights of Declarant, Declarant shall obtain written consent of mortgagees that represent at least 51% of the votes of Owners that are subject to

mortgages if the subject amendment is materially adverse to such mortgagees; provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

11.2 By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of at least sixty-six percent (66%) of the Members.

11.3 Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within thirty (30) days of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

ARTICLE XII - MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or his/her agent or her/his contractor or subcontractor shall be the basis for the filing of a lien against the Unit of any other Owner, or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the owner of any Unit in the case of emergency repairs thereto. Labor performed or services of materials furnished for the Project or any portion thereof, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner of that portion of the Project. Any Owner may remove his/her Unit from a lien against two or more Units or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to her/his Unit.

ARTICLE XIII – MISCELLANEOUS

13.1 Registration of Mailing Address; Notice; Implied Approval of Mortgagees and Guarantors. Each Owner shall register his/her mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Association Bylaws. All notices or demands intended to be served to a Mortgagee or guarantor of a recorded mortgage shall be given by registered or certified mail, postage prepaid, return receipt requested. Any notice referred to in this Section to an Owner or the Association shall be deemed given when deposited in the United States mail in the form provided for in this Section. Any notice referred to in this Section to a Mortgagee or guarantor of a mortgage of record shall be deemed given when such entity or person receives such notice; provided, however, that if such Mortgagees or guarantors fail to respond to any request within 60 days after receipt of proper notice of the request (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60-day period.

13.2 Exhibits. The exhibits attached to this Declaration are incorporated by this reference and amendments of such exhibits shall be governed by this Article.

13.3 No Waiver. The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the covenant, condition or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

13.4 Owner's Obligations Upon Sale of Unit. The Owner of a Unit shall have no obligation for expenses or other obligations accruing after he/she sells his/her entire interest in such Unit.

13.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

13.6 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

13.7 Construction by Declarant. Nothing in this Declaration, or any action taken by the Association, shall limit the right of Declarant to complete construction of improvements to the Common Elements and to Units owned by Declarant or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the entire Project. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Project such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit, nor shall any action of the Association limit, the right of Declarant at any time prior to the sale of all Units by Declarant to establish on the Project additional easements, reservations and rights of way to itself, to utility companies, or to others as may from time to time be necessary to the proper development and disposal of the Project.

13.8 Statute. The provisions of this Declaration shall be in addition and supplemental to the Act and to all other provisions of law.

13.9 Obsolescence

(a) Adoption of a Plan. Owners representing an aggregate of three-fourths or more of the voting rights of the Association may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction provided such Owners also obtain written consent for such obsolescence and plan from mortgagees who represent at least 51% of the votes of the Owners that are subject to mortgages of record. Written notice of adoption of such a plan shall be given to all Owners and Mortgagees. Such plan shall be recorded in the records of the Clerk of Teton County, Wyoming.

(b) Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Units. These assessments shall be levied in advance pursuant to this Declaration and shall be allocated and collected as provided for the

allocation of expenses of Common Elements in Article VIII. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

(c) Sale of Obsolete Units. The Owners representing an aggregate of three-fourths or more of the total voting rights of the Association may agree that the Condominium Units are obsolete and that the Project should be sold. Such an agreement must have the additional approval of mortgagees who represent at least 51% of the votes of the Owners that are subject to mortgages of record at the time such agreement is made. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Project shall be sold by the Association as attorney-in-fact for all of the Owners free and clear of the provisions contained in this Declaration, the Plat and the Association Bylaws. The sale proceeds shall be apportioned among the Owners of the Units in proportion to their interest in the Common Elements as set forth on **Exhibit "A"** attached hereto, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium Unit. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium Unit designation and the name of the Owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(d) Distribution of Excess. In the event amounts collected are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) in an amount proportionate to the respective amount collected from each such Owner.

13.10 Condemnation.

(a) Consequences of Condemnation. If, at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

(b) Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

(c) Complete Taking. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) of the Units in proportion to their interest in the Common Elements as set forth on **Exhibit "A"** attached hereto, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable, first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(d) Partial Taking. In the event that less than the entire Project is taken or condemned, or

sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows: (a) the total amount allocated to taking of or injury to the Common Elements shall be apportioned among Owners of the Units in proportion to their interest in the Common Elements as set forth on **Exhibit "A"** attached hereto, (b) the total amount allocated to severance damages shall be apportioned to those Condominium Units which were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within her/his own Unit shall be apportioned to the particular Unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided above in Subsection (c), first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(e) **Reorganization**. In the event a partial taking results in the taking of a complete Unit, if appropriate in the determination of the Board, the Owner thereof automatically shall cease to be a member of the Association. Thereafter, the Board shall reallocate the Ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided in this Declaration.

(f) **Reconstruction and Repair**. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified above.

(g) **Limitations in Action of Owners Association**. Notwithstanding any other provisions in this Article and except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least three-fourths of Owners of the individual Units have given their prior written approval and unless the additional approval of mortgagees who represent at least 51% of the votes of the Owners that are subject to mortgages of record at such time have given their prior written approval, the Association may not:

(1) By act or omission seek to abandon or terminate the Project;

(2) Change the pro rata interest or obligations of any Unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards or determine the pro rata share of ownership of each Unit in the Common Elements;

(3) Partition or subdivide any Unit;

(4) Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements by act or omission; or

(5) Use hazard insurance proceeds for losses to any Project property (whether Units or Common Elements) for other than the repair, replacement or reconstruction of the Project property.

13.11 Arbitration. All disputes not involving claims for indemnity or unpaid Base Assessments, Special Assessments or Specific Assessments and arising under this Declaration between Declarant or the Association, on the one hand, and any Owner or the Association, on the other hand, shall, upon the request of any party, be resolved by binding arbitration conducted by a single, neutral arbitrator. Declarant shall be entitled to join any potentially liable parties in any such arbitration action. The arbitration shall be conducted in accordance with the Uniform Arbitration Act as adopted by Wyoming and as amended from time to time, W.S. § 1-36-101, *et seq*. The arbitrator selected shall be qualified in the subject matter of the arbitration. The decision of the arbitrator shall be conclusive and binding upon the parties and shall be enforceable through procedures adopted under the laws of the State of Wyoming for the enforcement of arbitration awards. The cost of the arbitration shall be borne equally by the parties unless otherwise awarded by the arbitrator. Any claim which any party has against another party pertaining to the matters set forth or referred to in this Declaration must be presented by the claiming party to the other within one (1) year of the date the claiming party knew or should have known of the facts giving rise to the claim. Unless the party against whom any claim is asserted waives the time limits set forth above, any claim not brought within the time periods specified shall be waived and forever barred. When a matter must be resolved by arbitration, the arbitrator shall use the following standard to resolve such matters: the arbitrator shall determine whether the action in question needs to be taken, and if so, then the arbitrator shall make a determination as to which action should be taken. When considering whether the action must be taken, the arbitrator shall rule that such action be taken if such action is required to maintain or elevate the Project to the Community-Wide Standard. Notwithstanding any other provision of this Declaration to the contrary, the provisions of this Section 13.11 may be amended only with the written consent of Declarant any such amendment being applicable only to claims arising, or with respect to which notice is delivered, after the date of such amendment.

13.12 Rights of Mortgagees and Guarantors. Within at least thirty days of the Association obtaining actual knowledge of the following, the Association shall send written notification to all Mortgagees and Guarantors of a mortgage of record of the following events:

(a) Any condemnation or casualty loss that affects either a material portion of the Project or the Unit that secures a mortgage;
(b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of a Unit on which such Mortgagee or Guarantor holds a mortgage;
(c) A lapse, cancellation or material modification of any insurance policy maintained by the Association upon which the Association; and
(d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

13.13 Declarant as Beneficiary. Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall be deemed a third-party beneficiary of this Declaration and shall have the right and standing to enforce the terms and conditions hereof against the individual Owners or the Association, as the case may be, for a period of ten (10) years after the date of this Declaration.

13.14 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or any other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Units and/or Common Elements.

DRAFT

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year first written above.

Declarant:

DW 580 LLC,
a Wyoming limited liability company

By:_____
Klaus Baer, Manager/Member

By:_____
William Rush Jenkins, Manager/Member

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Klaus Baer and William Rush Jenkins, the Managers and Members of DW 580 LLC, a Wyoming limited liability company, this ____ day of _____, 2023.

Witness my hand and official seal.

_____
Notary Public
My commission Expires:

DRAFT

EXHIBIT "A"
TO CONDOMINIUM DECLARATION

Unit Letter	Ownership % of Residential Limited Common Elements	Ownership % of Commercial Limited Common Elements	Ownership % of General Common Elements
A	**0%**		
B	**0%**		
C	**100%**	**0%**	

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DRAFT

STAFF REPORT

Meeting Date:	May 6, 2024	**Meeting Title:**	Regular Town Council Meeting
Submitting Department:	Planning Department	**Presenter:**	Katelyn Page
Agenda Item:	P24-018: Sketch Plan for 3-story hotel at the properties addressed at 210 and 230 N. Glenwood Street	**Public Comment:**	Yes

Purpose & Policy Considerations.
A Sketch Plan is required in the Commercial Residential – 2 (CR-2) zoning district by the Town of Jackson Land Development Regulations (LDRs) for projects with floor area that exceeds 13,800 sf.

Requested Action.
The applicant is requesting approval of a Sketch Plan for a new 38,000 sf hotel at the properties addressed at 210 and 230 N. Glenwood Street.

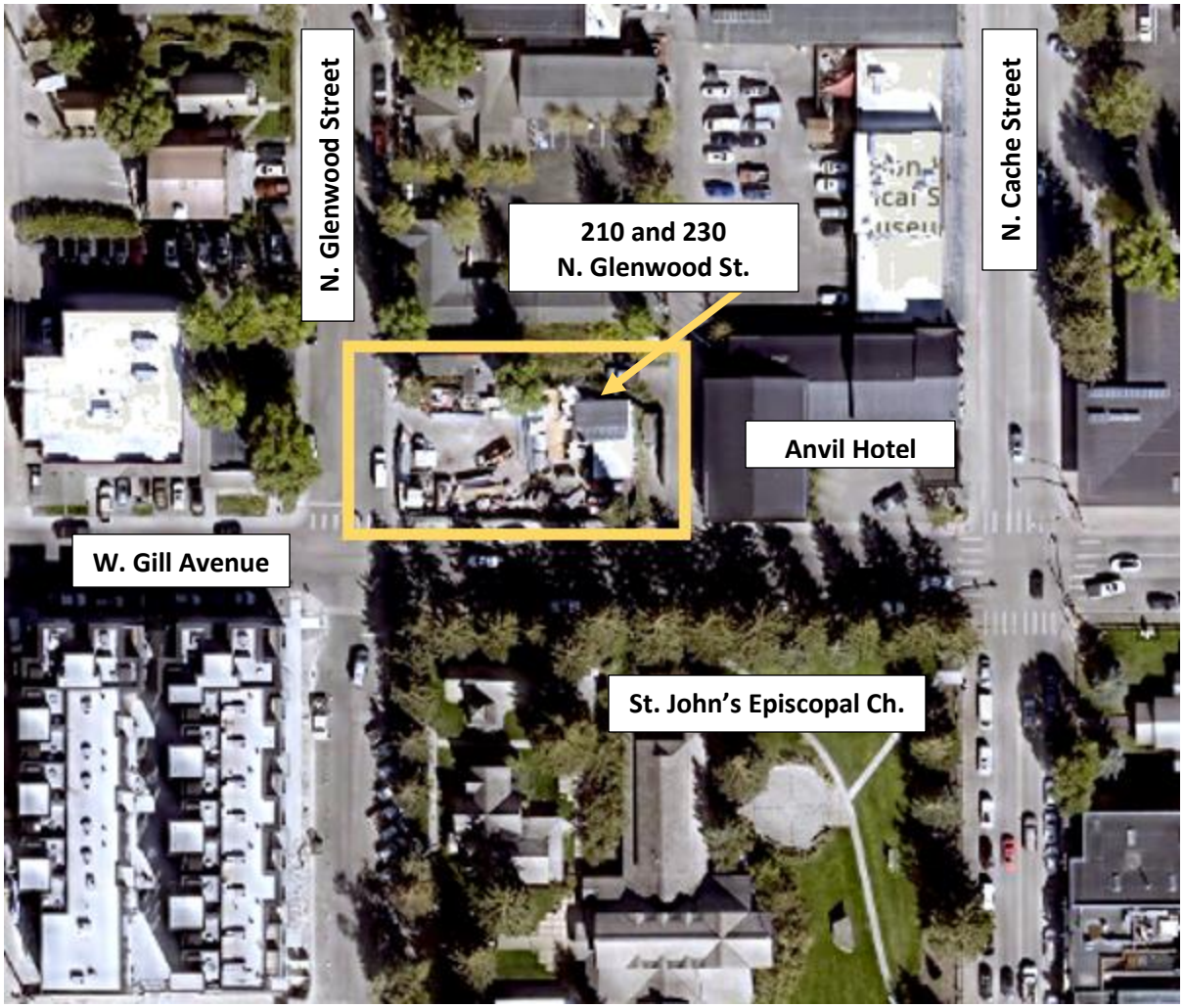
Recommendations.
The Planning Director recommends **approval** of a Sketch Plan for a new 38,000 sf hotel at the properties addressed at 210 and 230 N. Glenwood Street, subject to the departmental reviews attached hereto and following two (2) conditions:

1. Prior to submittal of the Development Plan, the applicant shall revise all applicable site and civil plans to include a bulb-out at the northeast corner of the N. Glenwood Street and W. Gill Avenue intersection, consistent with direction from the Town Engineer.
2. Prior to submittal of the Development Plan, the applicant shall revise the housing mitigation plan to meet the minimum unit allocation standards of LDR Sec. 6.3.4.C.

Key Policy Questions.

1. Does Council support a requirement for the applicant to construct a bulb-out at the northeast corner of the N. Glenwood Street and W. Gill Avenue intersection, as recommended by the Town Engineer?
2. Does Council support the applicant's proposal for offsite rather than on-site provision of an affordable workforce housing unit to meet the mitigation requirement?
3. Does Council support the applicant's proposal of designating an on-street parking space within the public right-of-way as a 15-minute loading and unloading zone?

Project Location.
The property is located at 210 and 230 N Glenwood Street, legally known as LOT 11 and Pt. LOT 12, BLK. 1, SIMPSON PIDNs (respectively): 22-41-16-28-4-07-011 and 22-41-16-28-4-07-010. An aerial photo is shown below and on following page:



Background/Project Description.

Existing Condition

The properties at 210 and 230 N. Glenwood Street total 0.32-acre (13,940 sf) and are located at the corner of N. Glenwood Street and W. Gill Avenue with alley access along the eastern property line. The project is within the CR-2 zone and Lodging Overlay. An existing 1,151 sf office building and several temporary storage units at the properties are proposed for demolition or removal. The existing office building is a two-story cabin structure which the Teton County GIS dates to approximately 1923.

Project Description

The applicant is requesting approval of a Sketch Plan for a 38,000 sf, 3-story hotel structure. The program includes 26 total onsite parking spaces within structured parking on ground and basement floors with vehicular access from N. Glenwood Street and the alley to the east. The first floor is primarily devoted to hotel reception desk, café and guest lounge area, and back of house functions supporting the hotel such as kitchen and office areas.

The second and third floors have nearly identical floor plans with 15 hotel rooms each (a total of 30 keys for the project). A private guest amenity area proposed at the roof top level includes movable furniture and a sunken hot tub. It is accessible via stair and elevator and not planned for public access at this time.

Transfer of Development Rights (TDR)

As detailed further in "Building Design and Size" section of the staff report (page 5), the proposed scale of the project is possible through a transfer of development rights (TDR) which is an incentive for historic preservation available under the Town's LDRs. A transfer is between qualifying "sending" and "receiving" properties in Town. The property owner of a historic register resource can transfer unused development rights (ex: unrealized FAR and unused housing mitigation credits) to another property in Town as allowed by LDR Sec. 5.9.6.C (Incentives Available to a Registered Historic Property). The result is that a receiving property may gain housing mitigation credits and additional floor area from the sending property and, in exchange, an historic resource of the Town is protected in perpetuity.

In this case, owners of the property at 81 S. King Street (Ellen Walker Smart Shoppe) – formally designated to the Jackson Historic Register – sold available development rights to the owners of properties at 210 and 230 N Glenwood Street. In turn, the owner at 81 S. King Street was required to record an historic preservation easement and deed restriction that preserves the historic structure and limits future redevelopment of that property. The receiving properties also recorded a deed restriction formalizing the TDR.

Staff Analysis.

Sketch Plan Overview

A Sketch Plan is required because the development's qualifying floor area of 38,000 sf exceeds 13,800 sf. The purpose of a Sketch Plan is to publicly review large projects for general consistency with these LDRs at a preliminary, conceptual level of detail before the development is fully designed. According to the LDRs, the objectives of the Sketch Plan review are:

1. *Identification of the opportunities to achieve the desired future character for the site;*
2. *Identification of development-related issues to be addressed through the development plan;*
3. *Discussion of alternative site designs that may better implement these LDRs; and*
4. *Identification of natural and scenic resources protected by these LDRs.*

Sketch Plan approval permits the submittal of a Development Plan, it does not permit actual physical development. The applicant will be required to address any concerns raised during Sketch Plan review when they apply for a Development Plan. After reviewing the applicant's submittal, staff find that, as conditioned, the proposed project generally complies with the LDR requirements of the CR-2 zone for a Sketch Plan. Please refer to the summary of LDR Compliance on the following page:

Sketch Plan - LDR Compliance Summary			
	Requirement	**Proposed**	**Compliance**
Primary Street Setback Range	0'-10' (min.-max') N. Glenwood St.	0'	Complies.
Secondary Street Setback Range	0'-10' (min.-max') W. Gill Ave.	0'-1'	Complies.
Side Interior Setback	5' (min.)	5'	Complies.
LSR	10% (min.)	1,394 sf	Complies.
Plant units	1/1,000 sf of landscape area	2 (min.) required	Complies.
Parking	0.75/room (23 on-site min.)	26 on-site 7 on-street	Complies.
Building Height (max)	42'	42' (plus exceptions overrun for stair/elevator/ railings at roof top)	Complies.
Stories (max)	3	3	Complies.
Floor Area Ratio	0.80 FAR	0.80 FAR 1.37 (effective) FAR Includes 8,000 sf of incentive for Transfer of Development Rights (TDR)	Complies.
Pedestrian Frontage	Trees in grates	Trees in grates	Complies.
Building Frontage Type	Lodging	Lodging	Complies.
Affordable Housing	1.054 units	1.054 units	Complies. (as conditioned)

Site Design, Pedestrian Frontage, and Street Improvements

The proposed site plan is consistent with the general intent of the CR-2 zone of creating a vibrant mix of uses with buildings of varied massing and articulation and with the Comprehensive Plan Downtown District which serves as Town's center of visitor and lodging experience with buildings that create an attractive street wall.

The CR-2 zone requires a trees-in-grates pedestrian frontage accommodating a 6' sidewalk and 5' furnishing area which the proposed site design incorporates. This new and expanded pedestrian frontage along both streets will significantly improve pedestrian safety, function, and use of the public right-of-way. A previously recommended condition of approval regarding canopy encroachment has been removed as the canopy design is confirmed to be contained on the private property and does not extend into the public right of way.

The Town Engineer recommends that Development Plan submittal show a bulb-out with dual ADA ramps at the northeast corner of the N. Glenwood Street and W. Gill Avenue intersection across all applicable site and civil plans. For reference, a rendering of this bulb-out design may be found on the civil drawings of the applicant's Sketch Plan submittal (C2.0-C3.0) but is not shown on other architectural or site plans. The intersection includes one existing bulb-out on the southwest corner that was constructed with the residential units at 185 N. Glenwood Street. Additionally, curbs along the property's street frontages along N. Glenwood Street and W. Gill

Avenue are required to be relocated in accordance with the Community Streets Plan (CSP) which calls for a 60'-wide right-of-way with 37'-wide street for mixed-use district local streets or BT (bus/truck) streets and as well as a 5'-wide attached landscape buffer and 6'-wide detached sidewalk consistent with the CR-2 zone. This means the location of curbs along the property's street frontages will shift into the public right of way to accommodate the dimensions of a 37'-wide street under the CSP. At this time, staff estimate the curb location will shift approximately 1'-2' from their current location.

The Town Engineer also recommends that streetlights are accommodated along both street frontages which will be impacted by the bulb-out and curb locations mentioned above. One streetlight pole is proposed to be relocated at the southeast corner of the property and it is the design team's preference to place the remaining lighting on the structure as opposed to lampposts in the furnishing zone along the street frontages in order to meet this recommendation. Staff review comments note the design team shall continue to work with Town Engineer to ensure any lighting placed on the structure meets the intent of the streetlights plan. A final streetlight plan for the proposed structure shall be made to the satisfaction of the Town prior to approval of the Development Plan.

At this time no major improvements are proposed or required for the alley as a majority of vehicular access will be taken from N. Glenwood Street. Staff will review improvements and impacts to the alley again at time of Development Plan submittal.

Based on department reviews, and as conditioned, staff feel the general site design of this Sketch Plan adequately accommodates the type and intensity of use proposed at the site and do not anticipate adverse impacts on public facilities and services.

Building Design and Size

The applicant proposes to exceed the allowed .80 FAR (11,152sf) and achieve an effective FAR of 1.37 (19,152sf) through a Transfer of Development Rights (TDR) for Historic Preservation which allows properties with a Registered Historic Resource to transfer or sell unused floor area (Transferred floor area) to another eligible property according to the standards of LDR Sec. 5.9.6.C.6. Transferred Floor Area shall not count toward FAR on the receiving site. Transferred floor area may also be used to provide a credit towards the workforce housing mitigation required by the proposed development.

In this case, 210 and 230 N. Glenwood Street have received a transfer of 8,000sf of non-residential floor area from 81 S. King Street. The legal documents required to formalize this transfer were recorded with the Teton County Clerk as Doc. 1079154 (receiving property), Doc. 1079153 (sending property), and Doc. 1079151 (historic preservation easement - sending property) and are attached to this staff report.

The 3-story structure includes a flat roof design and meets the maximum height allowance of 42' plus allowed exceptions of 10' for stair and elevator overruns and 4' for railings at roof level. Roof level components are not visible from the adjacent street view as required by LDR Sec. 9.4.9.C. The building's design adheres to the required 40% third story stepback, including larger step-backs in places than the minimum required 10', and also steps down at the northern side of the structure toward neighboring property at 240 N. Glenwood Street.

Vehicular Access, Parking and Loading, and Service and Deliveries

There are two points of vehicular access to the property. The first is from N. Glenwood Street via a two-way driveway to a basement level parking garage serving 17 vehicle spaces. The second is from the alley via a two-

way driveway to structured parking at ground level serving an additional 9 vehicle spaces. All vehicle parking provided onsite is covered and fully screened from view. Required electric vehicle supply equipment and bicycle parking are provided at ground level within the parking structure.

The public alley will be utilized for trash and recycling pick-up, deliveries, and an access point to the utility transformer. Trash and recycling receptacles are enclosed within the ground level parking garage and fully screened from view. Presumably, general deliveries such as FedEx or UPS, are also able to use the on-street parking spaces along N. Glenwood Street or W. Gill Avenue for convenience when available, as is common throughout Town.

Site plans show one on-street vehicle parking space along N. Glenwood Street designated as a 15-minute Loading Zone intended for guest check-in and deliveries. Time restricted use of this parking space is not at the discretion of the applicant because it is located within the Town's public right-of-way. Instead, the proposal to set time limitations on the vehicle space requires review and approval by Town Council. It is staff recommendation that such a request to formally restrict this or another on-street parking space as a 15-minute Loading Zone be conceptually considered now as part of the Sketch Plan then formally reviewed and decided by Town Council at the time of Development Plan review of the project.

Bicycle Parking

This project was vested under the LDRs prior to recent updates to required bicycle standards but the proposed bicycle parking of 8 spaces within the parking garage exceeds both the old and new standards. Under previous standards, the project requires 3 bicycle parking spaces with no delineation between short-term and long-term provision. Under updated standards the project requires 4 bicycle parking spaces with a "50/50 split" of short-term and long-term provision.

Though not required, staff suggest some short-term bicycle parking be provided along the pedestrian frontages within the 5' furnishing zone. The applicant states the covered bicycle parking provided in the parking garages is sufficient and no additional racks along the street frontages are proposed at this time.

Landscaping and Snow Storage

A final landscape plan is not required for Sketch Plan review. The CR-2 zone requires a minimum LSR of 10%. This landscape area is provided along the side property lines and in planter beds on the property along the pedestrian frontages. Staff estimate a minimum of 2 plant units will be required for the project and the applicant notes any required plant units are proposed either in planter beds or along the side property lines. The conceptual landscape plan provided includes general location and species of plant units and meets the landscaping requirements of the CR-2 zone. A final landscape plan meeting the standards of LDR Sec. 5.5.2 (Landscape Plan) is required as part of the Development Plan submittal.

Because all on-site parking and the majority of drive aisles at the property are covered, the estimated snow storage required by the proposed design of 10sf is very minimal. Proposed snow storage is located in the landscape strips along the side property lines near uncovered drive aisles.

Affordable Workforce Housing Mitigation

Based on existing use at the property, the TDR, and proposed building program, the project will have an estimated 1.055 unit requirement for affordable workforce housing mitigation. As mentioned above, floor area transferred under the TDR program provides a credit towards the workforce housing mitigation required by the

proposed development. The existing Office use and TDR result in a credit of 2.010 units and the proposed development requires mitigation of 3.064 units.

To address the estimated 1.054 unit housing requirement, the applicant's housing mitigation plan proposes to deed restrict one 1-bedroom unit located off-site with the remaining 0.054 unit requirement fulfilled by a fee in lieu payment. However, per LDR Sec. 6.3.4 (Unit Size— Type of Affordable Workforce Housing Required.), the first unit provided to fulfill required housing mitigation shall be a 2 bedroom (min.) unit with affordability restriction of 80%-120% AMI with highest priority placed on provision of units at the property. On-site construction of housing units is feasible for this project since the applicant proposes new construction and restricted housing square footage is exempt from FAR. However, per the applicant, it is their preference to provide deed restricted housing off-site – but in close proximity – to provide a sense of privacy and separation of work/home life for their employees. The Housing Department's review of the proposed mitigation plan states the Sketch Plan application does not sufficiently explain why on-site provision of the mitigation home is impractical according to the findings of LDR Sec. 6.3.5.C. A more detailed explanation of why an offsite unit provision is more appropriate shall be provided with the Development Plan submittal.

A final Housing Mitigation Plan which deed restricts an existing home must demonstrate the unit meets standards required by the Housing Department Rules and Regulations and will be inspected by the Housing Department to verify compliance with those standards.

Based on the review comments by the Housing Department, staff recommend a condition of approval that prior to submittal of Development Plan, the applicant shall revise housing mitigation plan to meet the minimum unit allocation standards of LDR Sec. 6.3.4.C.

Conformance with the Comprehensive Plan

Staff finds that the proposed project conforms with the community's vision of the area as described in the Comprehensive Plan. The subject property is located within District 2.3 – "Downtown" which is a "large, mixed use, transitional Subarea (that) consists of a variety of retail, restaurant, office and other commercial activities, along with long term residences and lodging in a variety of building sizes and forms. Downtown is the center of civic, cultural, economic and social activity for our community as well as the center of the visitor experience, as a significant amount of lodging is located here."

A goal of this subarea is to create a consistent building size and form with an attractive street wall. The Comprehensive plan envisioned a variety of two and three story structures with potential incentives for four story structures such as provision of workforce housing. Staff feel the proposed Sketch Plan conforms with the overall Comprehensive Plan and the general vision of District 2.3 – "Downtown".

Design Review Committee (DRC)

This Sketch Plan was reviewed on March 13, 2024, by the DRC which recommended approval to Town Council (5-0) as presented with no conditions of approval. In general, DRC concluded the building is well designed with appropriate scale, massing, and articulation for its context and well connected to the pedestrian experience at the property. There was positive feedback on material selection reflective of Jackson and local architecture.

Planning Commission

This Sketch Plan was reviewed on March 20, 2024, by the Planning Commission which recommended approval to Town Council (4-0) with the removal of the staff recommended condition to include a bulb-out design prior

to Town Council review. Planning Commission was split on the general necessity and functionality of the bulb-out and felt, to some degree, that bulb-outs can be problematic in general to vehicle parking and winter plowing.

Staff, including the Town Engineer, maintains its recommendation to require construction of the bulb-out thus includes Condition #1 of this staff report for Council consideration.

Public Comment
No public comment has been received at this time.

Comprehensive Plan & Priority Alignment.
All Sketch Plan proposals may be approved only if all of the following findings are made:

1. *The proposed project is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

   Not applicable. This finding is not applicable according to the Wyoming Supreme Court.

2. *The proposed project achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.*

   Not applicable. The property is not located within the Natural Resource Overlay (NRO) or Scenic Resources Overlay (SRO).

3. *The proposed project does not have a have a significant impact on public facilities and services, including transportation, portable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.*

   Complies. As conditioned, staff find that the proposed project will not have significant impacts on public facilities and infrastructure. Submittal requirements for Development Plan review regarding bulb-out, streetlighting, and curb location serve to improve the adjacent public facilities and mitigate impact from new physical development.

4. *The proposed project complies with all relevant standards of these LDRs and other Town Ordinances as can be determined by the level of detail of a Sketch Plan.*

   Complies. As conditioned, staff find that the application meets all standards of the LDRs and other Town Ordinances at the level of detail required by a Sketch Plan. Submittal requirements for Development Plan review regarding affordable workforce housing, specifically method of unit provision, are included as recommended condition of approval for this Sketch Plan.

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

   Complies. There are no other prior applicable permits or approvals.

Fiscal Impact.
No fiscal impact has been identified at this time.

Staff Impact.
The amount of staff time to review this Sketch Plan, draft staff reports, and present at public hearings is approximately 28 hours.

Attachments or Links.
Department Reviews
Applicant Submittal
Doc. 1079154 (TDR - receiving property)
Doc. 1079153 (TDR - sending property)
Doc. 1079151 (Historic Preservation Easement - sending property)

Suggested Motion.

I move to **approval** of Sketch Plan P24-018 for a new 38,000 sf hotel at the properties addressed at 210 and 230 N. Glenwood Street based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated May 6, 2024.

PERMIT NOTES

Report Run On: Thursday, 25 April 2024 14:39

Permit # P24-018 **Parcel # :** 22-41-16-28-4-07-011

Site Address: 210 N GLENWOOD STREET

Project Name: 210, 230 N. Glenwood - Glenwood Hotel - Sketch Plan

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		SKETCH PLAN Completed P24-018 Sketch Plan Review ADDRESS: 210-230 N Glenwood Street OWNER: Pine Tree Corporation APPLICANT: Northworks Architects & Planners, LLC 4/17/2024 Scott Mohror, (307) 733-3079 DATE OF SUBMITTAL: 2/2/2024 DATE OF MATERIALS: 2/1/2024 REVISION NO.: 01 The Engineering Division has reviewed your application for a SKETCH PLAN submitted on and with application materials as dated above. *The following comments are being provided for use in preparation of future applications and are required for sufficiency. PROJECT SPECIFIC COMMENTS 1. The proposed bulb out at the corner of Gill and Glenwood is shown on the Civil site plan and not the Architectural site plan. Revise the Architectural site plan to show the required bulb out. 2. The proposed 6-ft sidewalk on N Glenwood Street is partially on private property. Add a note that a public access agreement with the Town will be required. 3. Anticipate pavement replacement to the centerline to accommodate grade changes within the intersection and possibly curb and gutter. 4. Provide a streetlight at the northeast corner of North Glenwood St and West Gill Ave. There is an existing lighting circuit, which is powered and controlled from the 185 N Glenwood building, that should be reviewed for adding lights to the circuit.	SMOHROR@JACKSONWY.GOV	04/17/24	
GENERAL		Discussed bulb out Engineering comments and removed that condition (#2)	KPAGE@JACKSONWY.GOV	03/20/24	3/20/24
CONDITIONS		SKETCH PLAN Approved with Conditions P24-018 Sketch Plan Review ADDRESS: 210-230 N Glenwood Street OWNER: Pine Tree Corporation APPLICANT: Northworks Architects & Planners, LLC 3/12/2024 Scott Mohror, (307) 733-3079 DATE OF SUBMITTAL: 2/2/2024 DATE OF MATERIALS: 2/1/2024	BTLENZ@JACKSONWY.GOV	03/12/24	3/15/24

PERMIT NOTES

REVISION NO.: 00

The Engineering Division has reviewed your application for a SKETCH PLAN submitted on and with application materials as dated above.

*The following comments are being provided for use in preparation of future applications and are required for sufficiency.

PROJECT SPECIFIC COMMENTS FROM PLANNING PRE-APP MEETING
1. Pre-application review responses stated NE working on the site plan including a bulb-out and all other comments have been noted. However, not all the previous comments were found in the Sketch Plan submittal.
2. Refer to and comply with all the planning pre-application review comments dated 1/15/2024.
3. Provide a bulb out at the corner of Gill and Glenwood prior to presentation to Town Council.
4. Design the building to the sidewalk and not the sidewalk to the building.
5. The proposed 6-ft sidewalk on N Glenwood Street is partially on private property. Add a note that a public access agreement with the Town will be required.
6. Provide street cross sections showing existing and proposed conditions relative to the street, back of curb and property lines keeping note 2 above in mind. Adjust the curb lines to meet the Community Streets plan sections for these roads to the extent possible.
7. Anticipate pavement replacement to the centerline to accommodate grade changes within the intersection and possibly curb and gutter.
8. Provide a streetlighting plan that complies with the LDRs. Keep in mind the streetlighting review comments from the planning pre-app meeting.
9. Show the existing water service to Lot 12 on the existing site plan. Refer to the planning pre-app notes for abandonment of existing water service lines.
10. Show the abandoned sanitary sewer main under the sidewalk on Gill Avenue on the existing site plan. Refer to the planning pre-app notes for abandonment of existing sanitary sewer service lines.
11. The proposed location of the electrical transformer next to the alley does not scale to provide minimum setback off the alley. Provide dimensions for electrical and utility clearances from the public alley. Minimum two feet to transformers, etc.
12. Provide a striping and signage plan for all work within public right of way or within public easements. Refer to the planning pre-app notes for additional comments that need to be addressed.
13. A demolition permit will be required for each existing structure to be removed. Include the trees within the public rights-of-way that will be removed on the demolition plans.
14. Provide a landscape plan for the raised planters and planted areas stated in the Project Narrative that complies with the LDRs and

PERMIT NOTES

	addresses erosion control. 15. Provide site obstruction triangles for commercial property on the landscape plans. No plants taller than 2.5 feet in height at maturity are allowed within the site triangle. 16. The proposed ADA van parking space on the first floor plan does not meet the minimum dimension requirements for an ADA van parking space. 17. Dimension note at the basement garage opening states 24-0 from Public ROW. Dimension is not referenced from the Property Line, but the Pedestrian Frontage Line. 18. Provide a Construction Management Plan / Narrative, address any offsite storage of materials, job shack, pedestrian walkway, etc., that complies with our CM Plan checklist found on Town of Jackson website, Engineering Department. 19. On the Special Restrictions for Affordable Housing document, update the Town of Jackson Mayor and Town Clerk along with the year on the last two pages. 20. Review water AWWA M22 water demands. It looks like 6000 fixture units was used versus 600 fixture units. Revise accordingly.			
CONDITIONS	The applicant is requesting approval of a Sketch Plan Permit for the development of an approximately 19,000sf building (38,000sf including basement parking) comprising a 30-room hotel and caf. A transfer of development rights from a Historic Resource site to add 8,000sf of floor area beyond the FAR permitted by the CR-2 zone is coupled with proposed transfer of housing mitigation credits. Affordable Workforce Housing Standards: The applicant finds that 0.284 credit units consistent with on-site buildings or uses in existence currently can be applied to the site for the 1,151sf office located at 230 N. Glenwood. Application materials also state that, the applicant has applied for, and received approval from the Town of Jackson to transfer housing mitigation credits of up to 8,000 s.f. from 81 S King Street to 210 and 230 N Glenwood Street (the property that is the subject of this application). Portions of the site at 81 S King Street received Historic Register approvals in 2021 (P21-236) and 2023 (P23-139). This Sketch Plan application references LDR Sec. 5.9.6.C.5: For any property with a Registered Historic Resource, the landowner may transfer or sell any unused housing mitigation credits to another property in the TS-1, TS-2, DC-1, DC-2, CR-1, CR-2, CR-3, BP, NM-2, or NH-1 zone. To calculate the amount of the credit, the Town will assume the following: 1) for a residential zone, the credit assumes 100 percent Detached Dwelling development; 2) for a mixed-use zone, the credit assumes 100 percent Retail development. According to Zoning Compliance Verification P23-164 & 167, of the maximum 9,750sf floor area allowance on the lot, only 1,495sf of existing floor area is not qualified as a Registered Historic Resource thus does not correlate to transferrable housing mitigation	KMALONE@JACKSONWY.GOV	03/12/24	3/12/24

credits. This leaves 8,255sf of housing mitigation credits that can be transferred to the Glenwood Hotel site. Assuming 8,000sf is applied for the transfer at 100% Retail use, this equals 1.726 housing unit credits.

Thirty one-bedroom hotel rooms generate a mitigation requirement of 3.064 units according to the Town of Jackson Housing Mitigation Calculator. The applicant states that the first-floor lobby and caf are not subject to employee generation because these spaces are ancillary to the hotel use. However, the caf appears to be accessible to the public and does not clearly meet an exemption or circulation area definitional standard of Division 6.3 Affordable Workforce Housing Standards of the Town LDRs. Sec. 6.3.2.C. Exemptions speaks to Accessory Uses described in LDR Sec. 6.1.11, but a caf is not an Accessory use listed here. Incidental uses to a Primary use are not specifically exempted from applicability of housing mitigation. Sec. 6.3.3.A.6 clarifies that, Common hallways, entryways, stairways, and other circulation areas in buildings with multiple residential or nonresidential units, that are not within any individual unit, shall not be included in the calculation. While this may cover the lobby, hallways and entryways of the hotel, a caf does not meet the definitional standard for shared circulation and may actually be more relevant to the Restaurant/Bar or Retail standards for the amount of Affordable Workforce Housing required. The Town Planning Department is responsible for assessing applicable LDR standards related to the amount of housing mitigation obligation from employee generating development, so the above LDR references are only highlighted to assist Planning Staff in making a determination.

Housing Staff takes responsibility for ensuring that the required housing mitigation amount is satisfied through acceptable methods and follows long-term compliance requirements. This application proposes that the remainder of the housing mitigation required, after consideration of the on-site and transferred 2.01 credits, be satisfied via deed restriction of an existing residential unit at 140 W Broadway as Affordable Workforce housing. Payment of a fee-in-lieu to cover a portion of a second mitigation unit likely is also required.

Type of Affordable Workforce Housing Required. LDR Sec. 6.3.4 prescribes an 80-120% Median Family Income range affordability allocation and 2-bedroom size allocation to the first unit of required housing mitigation. This application proposes restricting a one-bedroom home as Affordable for 80-120% Median Family Income households. This does not meet the unit size (allocation of bedrooms) required by the LDRs. This application does not meet the standards for an Administrative Adjustment (Sec. 6.3.4.C.1) because the adjusted bedroom allocation shall provide housing for a total number of 1.8 workers and a one-bedroom assumes only 1.45 workers per unit. Each required affordable or workforce housing unit shall also include, at a minimum, the

components of livability required by the Housing Department Rules and Regulations. Since no information or floor plan was provided for the proposed Affordable mitigation unit, an assessment of Livability Standards is not included in this review.
Method for Providing Required Affordable Workforce Housing. The highest priority method for meeting required mitigation is by on-site construction of housing units, which is feasible since this applicant proposes new construction of a mixed-use building and restricted housing square footage is exempt from FAR. However, the applicant asserts that, an affordable housing unit within a Conventional Lodging use is less livable than providing the unit off site as long as the off-site unit(s) are close to commercial services and transportation infrastructure. This application does not sufficiently explain why on-site provision of the mitigation home is impractical according to the findings of LDR Sec. 6.3.5.C. Additionally, a Housing Mitigation Plan that proposes restriction of an existing home must demonstrate that it is maintained to the standards required by the Rules and Regulations by providing the certificate of occupancy for the unit, and an inspection of the maintenance of the unit to the standards of the Rules and Regulations completed by a qualified professional inspector (Sec. 6.3.6.A.3.d.viii).
Process & Conditions of Approval:
The following conditions of approval are recommended by the Housing Department to be included upon approval of the Sketch Plan for Glenwood Hotel.
1. Codification and tracking of housing mitigation credit transfer. The Documentation Required to Transfer Floor Area Under the TDR program listed under LDR Section 5.9.6.C.6.d shall also include documentation of the transferred housing mitigation credits on both the sending and receiving sites.
2. Unit size. The required housing mitigation unit shall be two bedrooms or larger in size to meet the allocation standards of LDR Sec. 6.3.4.C.
3. Mitigation Method. Development Plan application shall demonstrate compliance with the preferred mitigation method standards of LDR Sec. 6.3.5.B. For restriction of an existing unit, higher priority mitigation methods must be found impracticable, and application must include the certificate of occupancy for the unit, and an inspection of the maintenance of the unit to the standards of the Rules and Regulations completed by a qualified professional inspector.
4. Required components of livability. Restricted housing units shall include, at a minimum, the components of Livability Standards required by Sec. 3-3 of the Housing Department Rules and Regulations.
Prior to applicants submittal of Building Permit, the Livability Standards Questionnaire (https://www.tetoncountywy.gov/DocumentCenter/View/15860/Livability-Standards-Questionnaire-Interactive) shall be completed for each unit and submitted to the Housing Department for review along with floor plans that include dimensions and a functional furniture

PERMIT NOTES

placement diagram.
a letter from the Housing Department will be issued to the applicant stating whether the unit (s) are compliant with Livability Standards or whether there are required changes.
a Livability Standards Letter from the Housing Department that confirms approval is required to be included in any Building Permit application.
Prior to issuance of Certificate of Occupancy,
the Housing Department shall inspect the site to ensure restricted units were built to approved Livability Standards.
5. Deed Restriction. To ensure continued compliance with the standards of the Town of Jackson Land Development Regulations and the Housing Department Rules & Regulations, the mitigation dwelling unit shall be subject to a deed restriction for housing, in perpetuity, in a form established and approved by the Housing Department. If the mitigation unit is located off-site from the employee-generating development, a Housing Mitigation Agreement may also be required for recordation on the employee-generating site for tracking purposes.
Prior to issuance of Certificate of Occupancy,
a special restriction drafted by the Housing Department using the applicable approved Restriction Template will be recorded on the unit/property. The applicant will be responsible for payment of recording fees.
the leasing agent/realtor/property manager or person managing residents shall attend a Compliance Conference with the Housing Department to learn how Workforce and Affordable households are qualified for residency in restricted units.

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

CONDITIONS	See Staff report conditions of approval. Additional Department Review Comments 1. LSR - use base site area for LSR calcs (removing SF within the required pedestrian frontage which will be within a dedicated access easement) (Sec. 9.4.4.B) 2. Plant Units Prior to Sketch Plan review by Town Council, applicant shall include conceptual level landscape plan with number, location, and species of required plant units. Landscaping in Public Rights-of-Way (Street trees) are in addition to required landscaping on private property and do not count towards onsite Plant Units requirements (Sec. 5.5.4.F.) 3. Parking Standards - Adjust ADA parking space dimensions or location to ensure 1 space has ADA aisle of 8 rather than 5. (LDR Sec. 6.2.2.C.4). Adjust Electric Vehicle Supply Equipment (EVSE) calculations per LDR Sec. 6.2.2.D. Calcs. are based on percent of off-street parking and do not include on-street parking. 30% EVSE capable plus 5% EVSE installed. Based on 26 onsite parking spaces this is 8 capable and an additional 2 installed	KPAGE@JACKSONWY.GOV	03/08/24	3/8/24

PERMIT NOTES

	spaces for 10 total EV related spaces. 4. Revise submittal packet for rendering consistency Prior to Council review of sketch plan, applicant shall ensure architectural renderings show most recent updates to NW corner 3rd story beams and to roof level (ex: removal of outdoor kitchen sink, sunken spa, and removal of mechanical enclosure behind stair overrun) 5. Clarify if floor area devoted to cafe/lounge Revise submittal to clarify if cafe area is proposed as an incidental use to the principal lodging use or its own primary use as defined by LDR Sec. 6.1.2.B.1-2. It is staffs understanding at this time that cafe/lounge area is incidental use to the primary lodging use. However, this is inconsistently shown across application packet and ultimately impacts housing mitigation and parking requirements. For example, the floor area is shown as a principal use parking calculations (pg 5 of 7 LDR compliance excerpt of application packet) but included as incidental use in housing mitigation plan (pg 33 of 83 application) 6. Rooftop elements - shall comply with LDR Sec. 9.4.9.C (Building Height Exceptions) at time of Development Plan submittal. 7. Transformer location - The physical development associated with a transformer is not required to meet structure or site development setbacks if the physical development is located within an easement or lot designated for the utility proposed (Sec. 6.1.10.C.2) 8. Suggested Short-term bicycle parking While not required, staff suggest inclusion of short term bicycle racks within the furnishing area of the pedestrian frontage at time of development plan submittal. 9. Staff notes all signage is reviewed and approved through a sign permit application and not part of a sketch plan or development plan.			
CONDITIONS	In addition to Fire Department comments provided on P23-224 the project shall: 1.) The owner or owner's agent shall be responsible for the development, implementation and maintenance of an approved, written site safety plan establishing a fire prevention program at the project site applicable throughout all phases of the construction. 2.) Project will meet the requirements of the International Fire Code (IFC) for applicable energy systems, Chapter 12.	LPOTZ@JACKSONWY.GOV	03/04/24	3/4/24
CONDITIONS	Structure must meet the most current adopted building codes of the Town of Jackson at the time of permitting.	KSLUDER@JACKSONWY.GOV	02/14/24	2/14/24

GLENWOOD HOTEL

210-230 N. GLENWOOD ST

SKETCH PLAN UPDATE FOR TOWN COUNCIL

APRIL 10, 2024

NORTHWORKS | HOTEL JACKSON

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01

COVER LETTER

NORTHWORKS

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

January 31, 2024

Re: Sketch Plan: 210-230 N. Glenwood Street

Dear Mr. Anthony,

Please accept this Sketch Plan application for the redevelopment of the property located at 210-230 N. Glenwood Steet. Included in this application are the following items:

1. Cover Letter
2. Application Form
3. Letter of Authorization
4. Project Narrative, Pre-App Responses & Neighborhood Meeting Notes
5. LDR Compliance
6. Responses to Findings for Approval (8.3.2C)
7. Housing Mitigation Plan
8. Architectural Drawings & Renders
9. Civil Drawings

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

The project is a mixed-use building totaling approximately 19,000 square feet including a hotel lobby and café at the street level, and two additional levels comprised of 15 hotel rooms on each floor (30 rooms total).

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

Sincerely,

Kimberly Daul
Project Architect, Northworks Architects

02

APPLICATION

PLANNING PERMIT APPLICATION
Planning & Building Department

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

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

For Office Use Only

Fees Paid _____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: Glenwood Hotel

Physical Address: 210-230 N. Glenwood St, Jackson, WY 83001

Lot, Subdivision: Lots 11-12, Blk. 1, Simpson

PIDN: 22-41-16-28-4-07-011, 22-41-16-28-4-07-010

PROPERTY OWNER.

Name: Pine Tree Corporation Phone: _____

Mailing Address: PO Box 1677, Jackson, WY 83001 ZIP: _____

E-mail: sdarwiche@hoteljackson.com

APPLICANT/AGENT.

Name: Northworks Architects & Planners, LLC Phone: 307-201-5324

Mailing Address: PO Box 4207, Jackson, WY ZIP: 83001

E-mail: kdaul@nwks.com

DESIGNATED PRIMARY CONTACT.

_____Property Owner ___X___Applicant/Agent

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

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Physical Development

___X___Sketch Plan

_____Development Plan

_____Design Review

Subdivision/Development Option

_____ Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

_____Development Option Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Amendments to the LDRs

_____LDR Text Amendment

_____Map Amendment

Miscellaneous

_____**Other:** _____

_____ Environmental Analysis

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

Pre-application Conference #: P23-224 Environmental Analysis #: _____

Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

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

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

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

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

Kimberly Daul — 01/08/2023

Signature of Property Owner or Authorized Applicant/Agent — Date

Kimberly Daul — Project Architect

Name Printed — Title

03

LETTER OF AUTHORIZATION

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

Date:

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual: Sadek Darwiche Title: Officer

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

Address of Premises: 210-230 N Glenwood St, Jackson WY 83001

Legal Description: Lots 11 & 12, Block 1, Simpson
Please attach additional sheet for additional addresses and legal descriptions

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

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

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

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

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified is this(these) application(s) at the premises listed above:

☒ Development/Subdivision Plat Permit Application ☒ Building Permit Application

☒ Public Right of Way Permit ☐ Grading and Erosion Control Permit ☐ Business License Application

☒ Demolition Permit ☐ Home Occupation ☒ Other (describe) Pre-Application Conference

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, ~~if required.~~

Property Owner Signature

Officer

Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Kasey Mateosky this 5th day of Dec 2023. WITNESS my hand and official seal.

Notary Public

Kasey Mateosky
Notary Public - State of Wyoming
Commission ID 166498
My Commission Expires Jan. 21, 2028

My commission expires: JAN 21, 2028

04

PROJECT NARRATIVE, PRE-APP RESPONSES & NEIGHBORHOOD MEETING NOTES

PROJECT NARRATIVE

OVERVIEW

The proposed project is located at 210-230 N. Glenwood Street, one block north of St. John's Episcopal Church and west of the Anvil Hotel. For purposes of this application, we are referring to the project as "Glenwood Hotel". The hotel will contain a ground floor lobby café space, parking at grade and in the basement, and two stories of hotel rooms.

EXISTING SITE

The site consists of two lots at the corner of N. Glenwood St. and W. Gill Ave (Lots 11 & 12, Blk. 1). An existing chiropractor office building at the northwest corner of the site will be demolished.

PROGRAM

The project will be a total of approximately 38,000 gross square feet (including basement parking) and 3 stories tall. The first floor will include a lobby reception area and café/lounge space, along with back of house spaces and parking accessed from the alley. A ramp down to the basement parking will be accessed from N. Glenwood St. The second and third floors each contain 15 hotel rooms (a total of 30 keys), all of which have access to a private balcony. A small rooftop terrace is set back from the street and is open only to hotel guests.

The building will have a total FAR area of 19,152 square feet; 8,000 square feet will be transferred to this project in addition to the by-right 11,152 square feet allowed by the LDRs with the lodging overlay.

The project meets the town's landscape requirements via the inclusion of planted areas along all 4 sides of the building. Along Glenwood St. and Gill Ave, a series of raised planters enliven the streetscape. Along the alley and north yard, planted areas will also include the required planting units.

On-Site parking is located partially at grade, fully shielded from view from the street, and accessed via an alley at the rear of the building. Basement parking is accessed via Glenwood St. at the northwest corner of the site. Garage doors shield both entrances from view. The project proposes a total of 7 street spaces and 26 on-site spaces.

CONCLUSION

This Sketch Plan application complies with the Town of Jackson Land Development Regulations, Design Guidelines, and applicable provisions of the Jackson/Teton County Comprehensive Plan.

PRE-APP RESPONSES

General Discussion Notes/Comments from meeting:

1. **LDR vesting** – Project is vested under the current LDRs at time of determination of sufficiency of sketch plan submittal.
    - Noted.

2. **Summary of LDR Compliance** – Please include summary table of how project complies with the CR-2 zone including form-based standards like Building Frontage Options (LDR Sec. 2.2.1.D). Staff notes the project is not limited to "Lodging Frontage" as any use allowed in the applicable zoning district is allowed in any building frontage type, provided the use meets all other zoning and building code requirements. Compliance table should include dimension or calculation for how each standard is met as opposed to a "yes" noting apparent compliance.
    - Summary of LDR Compliance is included in the application.

3. **Response to Findings of Approval** – Include specific responses to each of the required Sketch Plan findings of approval listed in LDR Sec. 8.3.2.C
    - Responses to Findings of Approval is included in the application.

4. **Transfer of housing credits and development rights** – Sketch plan submittal shall include detailed housing mitigation plan describing existing credits on site, unit requirement of proposed development, and how the project plans to meet any housing unit requirement (ex: provision of units onsite or transfer of credits from a historic register property). Please reference LDR Sec. 6.3.5 - Method for Providing Required Affordable Workforce Housing and Sec. 5.9.6.C.5 – Incentives for Historic Preservation (Workforce Housing). Staff notes that final recordation of TDR deed restrictions (for FAR) have not yet been finalized/recorded and will be required as a condition of approval if the recording has not occurred prior to Town Council review. Similarly, if applicant plans to utilize a housing mitigation credit transfer from Historic Register property, restrictions have not yet been recorded. These restrictions will also be required as a condition of approval if the recording has not occurred prior to Town Council review.
    - Housing Mitigation Plan is included in the application.

5. **3rd Story stepback and encroachments into** – Planning Director confirmed the design as currently shown does not meet required 10' stepback at 3rd floor or 3' allowed encroachment into said stepback (northwest corner). Additionally, it is not the purview of the DRC committee to address, review, or approve LDR compliance as their review is limited to the Town's Design Guidelines. Revise design prior to DRC and Sketch Plan submittal. See LDR Sec. 9.4.1 for rules of measurement pertaining to stepback.
    - As shown on plans A1.03, A1.50, A1.51 and A2.00, the structure has been revised to meet the 3rd floor stepback requirements.

6. **Rooftop mechanical room** - The proposed rooftop mechanical room exceeds allowed building height and is not included in height allowance for elements used exclusively for elevator or stairway access to a roof. Revise design prior to DRC and Sketch Plan submittal.
    - As shown on plans A0.00, A1.50 & A1.51, the rooftop mechanical room has been removed.

7. **Roof height / deck / guardrail / pergola / deck furniture**
   Current LDRS - Proposed design does not comply to current LDR height maximums. Under the current LDRs, structures used exclusively for elevator or stairway access to a roof may exceed the maximum allowable building height, provided they do not exceed the maximum height by more than ten feet, do not occupy more than 20 percent of the roof area, and are not visible from ground level view from a contiguous street (not limited to a right angle to the feature but all along the continuing street). Elements such as railings, furniture, hot tub, pergola structure may not exceed the max building height under current LDRs. The stair/elevator access components will need to be revised to meet the height allowance prior to DRC and Sketch Plan submittal.

Pending LDR Updates - However, it appears the applicant can benefit from pending LDR updates that address some of the proposed rooftop elements. Under proposed updates currently under review by Town Council, some elements other than stair/elevator access will also be allowed to exceed the building height under certain conditions. This proposed text, an addition to current LDR Sec. 9.4.9.C

- As shown on plans A1.00, A1.50, A1.51, A2.00 and A2.01, the pergola rooftop structure and mechanical room have been removed. The rooftop stair/elevator overrun has been adjusted to not exceed 10' in height. A note has been added to indicate the hot tub is recessed into the roof structure. Lastly, a transparent guardrail has been added along the rooftop deck extents in lieu of planter boxes.
- The project prefers to pursue the Pending LDRs over the Current LDRs so that set-back transparent rooftop railings can extend above the maximum height.

8. **Pending LDR updates** (Town Council 3rd reading tentative 2/26)
   Raised planter beds – "structural elements" including raised planter beds can count towards LSR
   Bicycle parking - Conventional lodging would require 1 bike parking space per 11 lodging units with Short-term bike parking / long-term bike parking split 50/50.
   Rooftop deck/furniture/railing (see notes above)
   - Noted.

9. **Loading Requirement**. Demonstrate sufficient off-street loading facilities are provided for hotel operations/deliveries etc. The requirements of 6.2.2.E. are not applicable. The applicant must address how their specific loading needs are being met in the proposed application.
   - As shown on plan A1.01, a dedicated loading spot on Glenwood has been added. That street parking spot is the closest to an ADA compliant ramp that leads to the lobby entrance. Adjacent to the ramp, there is a single door entrance to the rear parking area that has direct access to the back of house spaces. Furthermore, there is an access door located in the alley adjacent to the parking entrance. This also leads to the back of house delivery and package storage spaces.

10. **Designated 15min On-street space** - Review of designated "guest check in" on-street vehicle parking space. Include a detail of this request within your sketch plan and development plan submittals. Include number of requested spaces, location of spaces along Glenwood or Gill, and suggested timeline for stall turnover such as 15min. Staff will present this to Council alongside your sketch/development plan requests.
    - As shown on plan A1.00 & A1.01, one street parking spot on Glenwood has been designated to be a 15 min loading spot.

11. **EVSE charging** – Lodging requires 30% of spaces to be EVSE capable and 5% to be EVSE installed. Capable means capacity is available at site and conduit present.
    - As shown on plan A1.01, two EVSE-installed charging spaces have been added (5% of 33 total parking spaces = 1.65 spaces EV spaces). A minimum of 10 spaces (30%) will be EVSE capable. Thus, 8 in addition to the existing 2 spaces.

12. **Partial Vacation** – This item may be reviewed and acknowledged by Council prior to issuance of building permit with applicant choosing to finalize recordation immediately before issuance of building permit. It is staff's understanding that, in the event a partial vacation needs to be "undone", applicant could record an affidavit with Town acknowledgement to void the partial vacation document.
    - Noted.

Engineering Department Notes:

- Nelson Engineering will continue to develop site plans to show updated curb locations and a bulb-out at the corner of Glenwood & Gill.
- All other comments have been noted.

CONSTRUCTION MANAGEMENT NARRATIVE

Once a General Contractor has been selected, the GC will carry out site management in multiple phases in accordance with the project site plans. The demolition phase will be contained by a fence and all construction activity shall occur on site. The excavation phase will involve off haul and coordination with Town of Jackson regarding right of way permits for sewer and utilities. If needed during the construction phase, the General Contractor will apply for a right of way use permit for a lane closure that will be occupied by a mobile crane.

The General Contractor will protect the pedestrian walkway with a 8' tall fence with screening. The construction barrier will extend the full length of the construction site and openings will be protected by gates that are controlled access points. The General Contractor will follow best practices for traffic control for all major deliveries. Construction parking will be self-enforced through staffing and signage.

The General Contractor will coordinate with the town to identify the properties and businesses most impacted by the construction information regarding schedule, traffic control, right of way use via site signage. The General contractor will conduct proactive neighbor outreach to ensure all neighbors impacted by the project are aware of the schedule, duration, and magnitude of the project.

NORTHWORKS

210-230 N Glenwood St. Neighborhood Meeting Summary

Meeting Location: 125 N Glenwood St. **Date:** 1/29/2024 **Time:** 5:30-6:30pm

Katelyn,

The Neighborhood meeting for the 210-230 N Glenwood Hotel project was held in person at 125 N Glenwood on Monday, January 29th from 5:30-6:30pm. Ownership was represented by Sadek Darwiche and the design team was represented by Hal Hutchinson and Adam Janak. Project boards were displayed within the meeting space for neighbors to review and ask questions about the proposed project. Four neighbors attended the meeting and stayed for the duration of the meeting. All comments were very positive and supportive of the project. Negative comments were targeted towards the narrowing of the street and building a bulb-out at the corner of Glenwood and Gill. The neighbors suggested leaving the streets as they are today and painting the bulb-out rather than building a new bulb-out from concrete. The neighbors also recommended that employee housing be provided off-site if required. They had strong opinions that employee housing within a lodging project is not a quality option for an employee that also works on property. They emphasized that this should be considered for all commercial properties within the Town of Jackson.

Neighbors included:
Chris Koch: 230 N Glenwood
Serese Kudar: 260 N Cache
Michael Kudar: 260 N Cache
Diana Waycott: 285 N Cache

Attached are the sign-in sheet as well written comments that Serese Kudar, Michael Kudar and Diana Waycott provided. Chris Koch did not provide written comments but emphasized that he supported the project and how it will be a great benefit to this part of town.

Sincerely,

Adam Janak

NORTHWORKS

210-230 N Glenwood St. Neighborhood Meeting Sign-in Sheet

Meeting Location: 125 N Glenwod St. **Date:** 1/29/2024 **Time:** 5:30-6:30pm

Project Synopsis:

The project will be a total of approximately 38,000 gross square feet (including basement parking) and 3 stories tall. The first floor will include a lobby reception area and café/lounge space, along with back of house spaces and parking accessed from the alley. The second and third floors each contain 15 hotel rooms (a total of 30 keys), all of which have access to a private balcony. A small rooftop terrace is set back from the street and is open only to hotel guests.

The building will have a total FAR area of 19,152 square feet; 8,000 square feet will be transferred to this project in addition to the by-right 11,152 square feet allowed by the CR-2 LDRs with the lodging overlay.

On-Site parking is located partially at grade, fully shielded from view from the street, and accessed via an alley at the rear of the building. Basement parking is accessed via N. Glenwood St. at the northwest corner of the site. Garage doors shield both entrances from view. The project proposes a total of 7 street spaces and 26 on-site spaces.

Name	Address	Email
CHRIS KOCH	230 N GLENWOOD	CHRISKOCHDC AT ICLOUD.COM
Serese Kuder	260 N CACHE	serese@thekuder.com
Michael KUDAR	260 N CACHE	michael.kuder@gmail
DIANA WAYCOTT	295 N CACHE	waycott4@gmail.com

NORTHWORKS

210-230 N Glenwood St. Neighborhood Meeting

Meeting Location: 125 N Glenwood St. **Date:** 1/29/2024 **Time:** 5:30-6:30pm

Neighbor Name:

Comments: Supportive.

Curious and supportive – love the sustainable size. SWaycott

NORTHWORKS

210-230 N Glenwood St. Neighborhood Meeting

Meeting Location: 125 N Glenwood St. **Date:** 1/29/2024 **Time:** 5:30-6:30pm

Neighbor Name: KUDAR, SERESE

Comments: KUDAR, MICHAEL

WE SUPPORT THIS PROJECT - GOOD FOR DOWNTOWN CORNER.

EFFICIENT, SOUND DESIGN

- NO NEED FOR BULBOUT
- NO BRAINER, STRAIGHT FORWARD LODGING PROJECT
- EXPEDITE PROCESSES LETS GET THE TAX WORKING
- SOONER THAN LATER

185 E Hansen, Jackson, Wyoming 83001 **p:** 307.201.5324 www.nwks.com

05

LDR COMPLIANCE

LDR COMPLIANCE

Lots 11 & 12, Blk. 1, Simpson
210 & 230 N Glenwood St
Jackson, Wyoming 83001

General	Source	Notes
Zoning district	Teton County GIS	ToJ – Commercial Residential-2 (CR-2)
PIDN	Teton County GIS	22-41-16-28-4-07-011 22-41-16-28-4-07-010
Gross Site Area (GSA)	Teton County GIS	.32 ac – **13,940 SF**
LSR (Min)	TOJ LDR's section 2.2.12.B.1 (CR-2)	LSR = GSA x 10% 13,940 x 10% =**1,394 SF required**
FAR (Max)	TOJ LDR's section 2.2.12.B.3 (CR-2)	GSA (0.46) sf + (0.34 Lodging Overlay) sf [13,940 (0.46) = **6,412 SF**] + [13,940 (0.34) = **4,740 SF**] **= 11,152 SF (total by right)**

2.2.12. CR-2: COMMERCIAL RESIDENTIAL-2

Town of Jackson Applicable LDRs

1. Lot Standards				
Building Setbacks (Sec 9.4.8.)				
General	**Source**	**Requirement**	**Proposed**	**Complies**
Primary street setback range (min.-max)	ToJ LDR Section 2.2.12. B.1	0' – 10'	0' – 10'	Yes
Secondary street setback range (min.-max)	ToJ LDR Section 2.2.12. B.1	0' – 10'	0'	Yes
Side interior (min.)	ToJ LDR Section 2.2.12. B.1	5'	5'	Yes
Rear (min.)	ToJ LDR Section 2.2.12. B.1	5' at corner lot	5'	Yes
Landscaping (Div. 5.5.)				
Landscape surface ratio (min.)	ToJ LDR Section 2.2.12. B.1	10% of 13,940 SF = 1,394 SF	1,394 SF	Yes
Plant units (min.)	ToJ LDR Section 2.2.12. B.1	1/1,000 sf of landscape area	2	Yes
Parking lot (all uses)	ToJ LDR Section 2.2.12. B.1	1/12 parking spaces	3	Yes
Fencing				
Height in any street or side yard (max)	ToJ LDR Section 2.2.12. B.1	4'	n/a	n/a
Height in rear yard (max)	ToJ LDR Section 2.2.12. B.1	6'	6'	Yes
Setback from pedestrian frontage	ToJ LDR Section 2.2.12. B.1	1'	70' at transformer	Yes

Setback from side or rear lot line (min.)	ToJ LDR Section 2.2.12. B.1	0’	0’	Yes
Parking Setbacks (Sec. 9.4.8.)				
Primary street, above ground (min.)	ToJ LDR Section 2.2.12. B.1	30’	Set back 59’-1” from primary N. Glenwood St.	Yes
Secondary street, surface parking (min.)	ToJ LDR Section 2.2.12. B.1	30’	n/a	n/a
Secondary street, tuck under, enclosed, or structured parking screened by building (min.)	ToJ LDR Section 2.2.12. B.1	0’	Set back 28’-8” from secondary W. Gill Ave.	Yes
Access				
Curb cut width (max)	ToJ LDR Section 2.2.12. B.1	24’	20’-4”	Yes
2. Bulk Standards				
Street Façade (Sec. 9.4.11.)				
Width of ground and 2nd story in primary street setback range • % of lot width (min.) • Length from street corner (min.)	ToJ LDR Section 2.2.12. B.2	70% min. 30’ min.	**1st Floor:** 99’-0” of 99’-9” lot width = **90%** **2nd Floor:** 78’-2” of 99’-9” lot width = **78%** Outer building structure is aligned with corner along entire street length	Yes, see A1.01 & A1.02.
Width of ground and 2nd story in secondary street setback range • % of lot width (min.) • Length from street corner (min.)	ToJ LDR Section 2.2.12. B.2	35% min. 30’ min.	**1st Floor:** 128’-8” of 139’-10” lot width = **92%** **2nd Floor**: 128’-8” of 139’-10” lot width = **92%** Outer building structure is aligned with corner along entire street length	Yes, see A1.01 & A1.02.
Building Height (Sec. 9.4.9.)				
Height (max) if roof pitch <5/12 *Exceptions*	ToJ LDR Section 2.2.12. B.2 *9.4.9.C*	42’ 10’ over max. roof height	42’ Stair has 10’ overrun. Elevator has 10’ overrun.	Yes Yes
Stories (max)	ToJ LDR Section 2.2.12. B.2	3 stories	3 stories	Yes
Height (min.) in any street setback range	ToJ LDR Section 2.2.12. B.2	2 stories or 24’ min.	3 stories	Yes
Building Stepback (Sec. 9.4.12.)				
Stepback for any 3rd story street façade or façade over 30’ (min.)	ToJ LDR Section 2.2.12. B.2	10’ min.	10’ min.	Yes
Encroachment in stepback (max % of overall façade width)	ToJ LDR Section 2.2.12. B.2	60% max.	**Primary**: 52’-9” + 1’-2” = 53’-11” total encroaching / 89’-11” bldg. width = **60%**	Yes

			Secondary: 43'-8" + 29'-6" = 73'-2" total encroaching / 128'-8" bldg. width = **56%**	
Scale of Development				
Floor area ratio (FAR) (max) (E.3.)	ToJ LDR Section 2.2.12. B.2	.46 + .34 for Lodging = .80 Total	11,152 SF total by right	Yes
Deed restricted housing exemption (Sec. 7.8.3.)	ToJ LDR Section 2.2.12. B.2		n/a	n/a
Workforce housing floor area bonus (Sec. 7.8.4.)	ToJ LDR Section 2.2.12. B.2	2:1	n/a	n/a
3. Form Standards				
Pedestrian Frontage				
Trees in grates	ToJ LDR Section 2.2.12. B.3	See sec. 2.2.1.C.2	40' max. spacing	Yes
Building Frontage				
Lodging	ToJ LDR Section 2.2.12. B.3 2.2.1.D.5	Story heights: Ground story: 12' min Upper story: 7'-6" min Ground floor elev: 0'-5' Transparency: (min) Ground story, prim: 40% Ground story, sec: 20% Upper stories: 20% Blank Wall Area: Primary: 35' max. Secondary: 50' max. Pedestrian Access: Primary entrance: Req Entrancing spacing: n/a	Story heights: 12'-8" 9'-1" 0' to 2'-6" Transparency: (min) 44% 74% 20% min. Blank Wall Area: 22' 13' Pedestrian Access: Entries on both streets n/a	Yes, see A2.00
Parking Type Options				
On-street parking	ToJ LDR Section 2.2.12. B.3	See sec. 2.2.1.E.1	Yes	Yes, see A0.00 and A1.01
Surface parking	ToJ LDR Section 2.2.12. B.3	See sec. 2.2.1.E.2.	n/a	n/a
Tuck-under parking	ToJ LDR Section 2.2.12. B.3	See sec. 2.2.1.E.4	n/a	n/a
Enclosed parking	ToJ LDR Section 2.2.12. B.3	See sec. 2.2.1.E.3.	Yes	Yes, see A1.01
Structured parking	ToJ LDR Section 2.2.12. B.3	See sec. 2.2.1.E.5.	n/a	Yes
Underground parking	ToJ LDR Section 2.2.12. B.3	See sec. 2.2.1.E.6.	Yes	Yes, see A1.00
4. Environmental Standards				
Natural Resource Setback (min) (Sec 5.1.1.)				
Cache Creek south of Cache Creek Dr.	ToJ LDR Section 2.2.12. B.4	20'		Yes

Flat Creek north of Hansen	ToJ LDR Section 2.2.12. B.4	25’		Yes
Flat Creek south of Hansen	ToJ LDR Section 2.2.12. B.4	50’		Yes
Wetland	ToJ LDR Section 2.2.12. B.4	30’		Yes
Irrigation Ditch Setback (min) (Sec. 7.7.4.D.)				
Irrigation Ditch	ToJ LDR Section 2.2.12. B.4	15’		Yes
Natural Resource Overlay (NRO)(Sec. 5.2.1.)				
5. Scenic Standards				
Exterior Lighting (Sec 5.3.1.)				
Light trespass is prohibited	ToJ LDR Section 2.2.12. B.5			Yes
All lights over 600 lumen shall be fully shielded.	ToJ LDR Section 2.2.12. B.5			Yes
Max lumens per sf of site development	ToJ LDR Section 2.2.12. B.5	3		Yes
Lumens per site (max)	ToJ LDR Section 2.2.12. B.5			Yes
All fixtures		100,000		Yes
Unshielded fixtures		5,500		Yes
Light color	ToJ LDR Section 2.2.12. B.5	<3000 Kelvin		Yes
Scenic Resource Overlay (SRO)(Sec. 5.3.2.)				
7. Signs (nonresidential) (Div. 5.6.)				
Number of signs (max)	ToJ LDR Section 2.2.12. B.7	3 per business per frontage		Yes
Background color	ToJ LDR Section 2.2.12. B.7	No white or yellow		Yes
Sign Area				
Total sign area (max)	ToJ LDR Section 2.2.12. B.7	3 sf per linear ft of street façade width up to 150 sf		Yes
Penalty	ToJ LDR Section 2.2.12. B.7	10% per projecting and freestanding sign		Yes
Sign Type Standards				
Canopy Sign Clearance (min) Setback (min)	ToJ LDR Section 2.2.12. B.7	 7’6” from average grade 18” from back of curb		Yes
Projecting sign Height (max) Clearance (min) Setback (min)	ToJ LDR Section 2.2.12. B.7	 24’ above grade 7’-6” from average grade 18” from back of curb		Yes
8. Grading, Erosion Control, Stormwater				
Grading (sec 5.7.2.)				
Erosion Control (sec 5.7.3.)				
Erosion shall be controlled at all times	ToJ LDR Section 2.2.12. B.8			Yes
Stormwater Management (sec.5.7.4.)				

No increase in peak flow rate or velocity across property lines	ToJ LDR Section 2.2.12. B.8			Yes

9. Physical Development Permits Required							
Physical Development	**Sketch Plan (Sec. 8.3.1.)**	**Development Plan (Sec. 8.3.2.)**	**Building Permit (Sec. 8.3.3.)**	**DRC Review (Sec. 8.2.6.)**	**Sign Permit (Sec. 8.3.5.)**	**Grading Permit (Sec. 8.3.4.)**	**Floodplain Permit**
>13,800 sf	X	X	X	X		Sec.5.7.1.	n/a
Sign					X	Sec.5.7.1.	n/a

2.2.12.C - 1. Allowed Uses				2. Use Requirements	
Use	**Permit**	**Individual Use (max)**	**Density (max)**	**Parking (min.) (Div. 6.2.) (E.1.)**	**Affordable Workforce Housing Units (min) (Div.6.3.)**
Lodging					
Conventional Lodging (6.1.5.B)	B(LO)	n/a	n/a	0.75/room	0.102*bedrooms
Short-term Rental (6.1.5.C)	B(LO)	n/a	n/a	1/DU if <2 bedrooms and <500 sf; otherwise 1.5/DU	0.102*bedrooms
Commercial Uses					
Office (6.1.6.B.)	B	n/a	n/a	2.47/1,000 sf	0.000247*sf
Retail (6.1.6.C.)	B	12,500 sf excluding basement storage	n/a	3.37/1,000 sf	0.000216*sf
Service (6.1.6.D.)	B		n/a	2.25/1,000 sf	0.000216*sf
Restaurant/Bar (6.1.6.E.)	B		n/a	1/73 sf dining area + 1/40 sf bar area	0.000599*sf

Div. 6.2 – Parking and Loading Standards

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

Table 1. Required and Proposed Parking

2.2.12.C - Required Parking					Proposed Parking			
Use	**Requirement**	**Area (SF)**	**# of Units**	**Spaces Required**	**Proposed On-Site**	**Proposed On Street**	**Fee-in-Lieu**	**Total Proposed**
Lodging				**22.5**				**26**
Conventional	0.75/room	-	30	22.5	26	-	-	26
Commercial				**10.3**				**7**
Restaurant	1/73 SF of dining area	500	-	6.8	-	7	0	7
Bar	1/40 SF of bar area	139	-	3.5	-	-	-	0
TOTAL				**32.8**				**33**

Required EVSE Parking					Proposed Bicycle Parking			
EVSE Installed	5% of spaces	-	-	**1.7**	-	-	-	**2**
EVSE-Capable	30% of spaces	-	-	**9.9**	-	-	-	**10**

6.2.2.D - Required Bicycle Parking					Proposed Bicycle Parking			
Bicycle Parking	1/11 vehicle spaces	-	-	**3.0**	-	-	-	**3**

6.2.5.C - Required Snow Storage					Proposed Snow Storage	
Snow Storage	2.5% of parking SF	532	-	**13.3 SF**		Complies

A total of 9 ground floor parking spaces and 17 basement spaces results in a total of 26 provided on-site. This includes 2 accessible spaces. An additional 7 street spaces are provided.

Bicycle Parking
Fixed bicycle parking is proposed in the ground floor parking garage.

Snow Storage
Snow storage for the uncovered parking aisles will occur at the adjacent planting strips.

Loading & Deliveries
Loading for deliveries will occur primarily off the alley through a deliveries door that leads to a back-of-house storage room. There is also access to the back-of-house spaces and parking garage through a hallway at Glenwood Street.

Trash Removal
Trash pickup can occur at the alley. Trash containers can be rolled out from their screened enclosure into the nearby alley.

Town of Jackson Design Guidelines

A. Public Space

Use – The Glenwood Hotel incorporates usable public space at its attractive pedestrian frontages with planters along Gill Ave and Glenwood St. In adherence with the Town of Jackson Land Development Regulations (TOJ LDRs), the re-designed public right-of-way includes the potential for increased walking area up to 13'-6" in width, new street trees, and pedestrian scaled lighting to enhance the public experience and create an inviting entry way into the hotel lobby café. The design of the building, particularly at the street level will support the future desired characteristics of the district noted as: "active uses, such as retail and service, are encouraged on the ground level, often with lodging, residential, or office on the upper floors."

Location – The corner lobby entry at Gill Ave. and Glenwood St. provides a seasonally adaptable and protected entry into the building. A buffer of planters, steps, and ramps separate it from the sidewalk, but glass walls and a canopy overhead invite people into the space.

Connections – By providing a vibrant lodging use with a lobby café/bar at ground level, the Glenwood Hotel will activate the neighborhood and become a lively pedestrian frontage.

Scale & Variety – The massing of the building is appropriately sized to provide a comfortable pedestrian experience.

Screening – The design will use street trees along the street frontages to screen pedestrians from the street. Parking will be enclosed and screened from view at the alley and northwest ramp entrance.

B. Composition

The design uses material changes and massing elements to create visual interest at the scale of the pedestrian and of the neighborhood at large. The scale of the building is appropriate for its context. Furthermore, its entry canopy and reasonable floor heights create a welcoming entry sequence for pedestrians.

C. Massing

Mass & Height – The building mass and height are calibrated to the human scale. The design utilizes recessed entries, changes in building height, floor level changes, and lowered entry canopies to give the building a human scale. The proposed building adheres to the height standards outlined by the TOJ LDRs – reinforcing a sense of appropriate scale within the existing neighborhood context and benefiting the pedestrian experience.

Additive & Subtractive Massing – The building's gridded façade uses additive and subtractive massing to create depth and interest along each facade.

Volume Complexity – The building volume avoids reading as monolithic due to the "carved away" nature of the second and third floors, where the grid structure steps back to reduce the building's bulk.

Roofs – The building will have flat roofs that will drain snow and rain internally.

D. Street Wall

The design of the building provides an attractive street wall along Gill Ave and Glenwood St. The articulation of the structural grid along the façade creates a rhythm of solid walls and glazed openings that create a visually interesting streetscape experience.

E. Materials

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

Material Selection – The primary material palette for the building includes heavy timber, prefinished wood siding, and dark metal accents. The materials are in harmony with other building materials used on nearby buildings and throughout downtown Jackson.

06

RESPONSES TO FINDINGS FOR APPROVAL

RESPONSES TO FINDINGS FOR APPROVAL

The following findings for **Sketch Plan approval per LDR Section 8.3.2.C** can be made as follows:

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

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

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

Complies. The properties do not lie within either the NRO or SRO.

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

Complies. The proposed project will not have significant impacts on public facilities and services. The proposed development will connect to Town water and sewer systems which exist in the adjacent streets and alley. The proposed development will provide 30 hotel rooms and a lobby café & bar. The single building design will consolidate sewer connections within the project to reduce connection points to the Town wastewater system. On-site parking will minimize traffic demands on the alley and on town and county roadways. New utility connections to the Town of Jackson services will be incorporated as part of this project. Impacts to schools and parks will be minimal. Impacts on police, fire and EMS facilities will not be significant as the proposed building design will improve on the current structures by providing fire sprinkler systems throughout the proposed building.

4. Complies with all relevant standards of these LDRs and other Town Ordinances as can be determined by the level of detail of a sketch plan;

Complies. The development proposed in this project complies with Zone specific standards for Design Guidelines. As fully articulated within the details of this application, the proposed development of the subject property into the proposed lodging use with all relevant standards of the Land Development Regulations (LDRs) for the Commercial Residential 2 (CR-2) zone as they stand as the implementation, in regulatory form, of the stated vision and desires of the Jackson/Teton County Comprehensive Plan adopted November 2020. Further, the proposed project is consistent with other adopted Town Ordinances as included in The Municipal Code adopted by the Town Council through and including Ordinance No. 1319, dated June 21, 2022.

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

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

07

HOUSING MITIGATION PLAN

Jackson/Teton County Affordable Housing Checklist - Housing Mitigation Plan

(LDR Division 6.3.6)

Every development application must include a Housing Mitigation Plan for sufficiency. Every Housing Mitigation Plan is required to contain the following information:

Applicability (LDR 6.3.6.A.3.a)

1. Does your development qualify for an exemption from a housing mitigation requirement? Yes ☐ No ☒
If yes, explain and refer to the proper LDR _____

2. Are there credits associated with your development? Yes ☑ No ☐ If yes, explain where the existing credits came from, provide the calculation, and refer to the proper LDR. Housing credists are from pre-existing development as described in the attached narrative.

Calculation of Requirement (LDR 6.3.6.A.3.b)

3. Does your development require or are you otherwise requesting approval of an Independent Calculation (LDR section 6.3.3.B)? Yes ☐ No ☑

If yes, provide the calculation according to 6.3.3.B.2 along with impact analysis, verifiable local information, industry specific rather than business specific data, etc. The Planning Department is available to help with this calculation prior to submittal of your application. Attach as a separate sheet.

☐ I have attached a separate sheet with the calculation and supporting data for my Independent Calculation

Housing Mitigation Requirements Calculator. If no to 1 and 3 above, calculate your development's requirement, using the Housing Mitigation Requirements Calculator. The calculator can be found at this link: www.jacksonwy.gov/200/Planning Attach a copy of the first page of the calculator showing the calculations and requirements with your Housing Mitigation Plan. The Planning Department is available to help with this calculation prior to submittal of your application.

☑ I have attached a copy of the first page of the Housing Mitigation Requirements Calculator which includes my requirement and unit types.

Type of Affordable Housing Provided – Standard Restrictions. (LDR 6.3.4)

4. How many ownership or rental units are you proposing in which income ranges with how many bedrooms? Please complete the matrix below:

Bedrooms	0 – 50%	50% - 80%	80% - 120%	Workforce	Ownership or Rental
1-bedroom		One Unit			
2-bedroom					
3-bedroom					

Special Restriction. The Special Restriction is a contract between The Board of County Commissioners or the Town Council and the owner of real property developed or designated to satisfy the development requirements. The Special Restrictions will be recorded on the property. Appropriate restriction templates can be obtained from the Jackson/Teton County Affordable Housing Department or at this link: www.tetonwyo.org/1856/Deed-Restriction-Templates .

☑ I have attached a draft of the Standard Restrictions for each unit.

Livability Standards (LDR 6.3.4.D and E) (Rules and Regs Section 2-3). Restricted housing must comply with the Livability Standards in the Jackson/Teton County Housing Department Rules and Regulations. The Livability Standards include amount of cabinetry/counter space, storage, closets, room sizes, appliances, laundry facilities, bathrooms, etc. The Rules and Regulations can be found at this link: www.tetonwyo.org/1332/Housing-Rules-and-Regulations .

☑ I have reviewed the Livability Standards and understand the requirements. I have/will contact the Housing Department for approval of my units early in the design process to get their approval prior to submitting for building permit.

Method for Providing Required Housing (LDR 6.3.5)**:**
One or a combination of the below methods may be proposed to satisfy your housing requirement. They are listed in the order of preference/priority. Highest priority must be used unless it is demonstrated that a higher priority is impracticable (LDR 6.3.5.C)

1. Construction of new units either on-site or off-site (LDR 6.3.5.D.1).
2. Conveyance of land for affordable/workforce housing (LDR 6.3.5.D.2).
3. Utilization of a banked affordable or workforce housing unit (LDR 6.3.5.D.3).
4. Restriction of an existing residential units as an affordable/workforce housing unit (LDR 6.3.5.D.4).
5. Payment of an in-lieu fee (LDR 6.3.5.D.5).

☑ I have attached a detailed explanation of my proposed method of providing Required Housing.

Phasing Plan (LDR 6.3.5.A.3). Restricted Housing Units shall be ready for occupancy no later than the free market portion of the development is occupied. If the free market portion is to be developed in phases, then the Restricted Housing Units shall be developed prior to or in proportion to the free market portion.

☑ I have attached a detailed description of my phasing plan as it pertains to Affordable/Workforce units.

Glenwood Hotel Housing Mitigation Plan:

Pre-Existing Development:

Based on LDR Division 6.3.2.A, development that was existed on 12/18/1995 or a building or use that was legally established since that date is credited against current Affordable Workforce Housing Standards. This includes the uses that generated the highest affordable housing requirement since the establishment of a development or use. This credit offsets the Affordable Workforce Housing Requirement of a new development.

The 210 N Glenwood property is currently vacant, and no housing credits are associated with that site. The 230 N Glenwood property contains an existing structure, originally built in 1923 as a single family dwelling. Since at least 1995, the existing structure contained office uses and a residential use. Currently, the existing building contains an office use (chiropractors office). This use includes the following floor area: are distributed within the building as follows:

- **First Floor Office Use Floor Area:** 919 s.f.
- **Second Floor Office Use Floor Area:** 232 s.f.
- **Total Office Use Floor Area:** 1,151 s.f.

Based on the above the total preexisting housing "credit" is as follows:

- Office Use: .000247 Units/s.f. = .284 Units
- **Total Credit:** **.284 Units**

Proposed Development:

The proposed development includes a total FAR of 19,152 s.f. of Floor Area. Included in this floor area are 15 individual conventional lodging units and the overall floor area also includes lobby and cafe/lounge space that is ancillary to the principal Conventional Lodging Use. Therefore, the overall use that is subject the Affordable Workforce Housing Requirements is based on the number of conventional Lodging Units proposed by the project and is calculated as follows:

- Conventional Lodging Units: 30 Units

Based on the above the total Affordable Workforce Requirement for the new development is as follows:

- Conventional Lodging: .102 Units/Room (.204 x 30) = 1.532 Units
- **Total Requirement:** **3.064 Units**

Total Credit Less Housing "Credit":

This is simply the total housing requirement less the total housing "credit" as follows:

Total Requirement (3.064 Units) - Total Credit (.284) = **2.780 Units Required to be provided**

Method for Providing Housing:

Based on the Town of Jackson Affordable Housing Calculator suggests that the mitigation for 1.248 units be provided in the following amounts:

- One 1-Bedroom Unit deed restricted at a rate affordable for persons up to 120% median income.
- One 2-bedroom Unit deed restricted at a rate affordable for persons up to 50% median income
- Fee in Lieu for the remaining .780 units totaling approximately $212,000.

The application proposes to provide housing off site and via the utilization of housing credits. While the Town of Jackson affordable housing regulations state a preference to providing housing on-site, it is our position that an affordable housing unit within a Conventional Lodging use is less livable than providing the unit off site as long as the off-site unit(s) are close to commercial services and transportation infrastructure. In addition, the applicant has applied for, and received approval from the Town of Jackson to transfer housing mitigation credits of up to 8,000 s.f. from 81 S King Street to 210 and 230 N Glenwood Street (the property that is the subject of this application.

Based on the above, the applicant is proposing the following method for providing housing:

The applicant owns one 1-bedroom unit located at 140 W Broadway Avenue. The applicant proposes to deed restrict the existing 1-bedroom unit at a rate affordable for persons up to 120% median income. The remaining housing mitigation requirement will be paid through the utilization of all or a portion of 8,000 s.f. of affordable housing mitigation credit which will be transferred from 81 S King Street to 210 and 230 N Glenwood prior to submittal of a Development Plan application for the Glenwood Hotel project.

Phasing Plan:

All required housing will be provided prior to issuance of a certificate of occupancy for the Glenwood Hotel.

Step 2: Existing Development

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

Existing Use (Sec. 6.3.2.A)	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required
Office	0.000247*sf		1151	1	0.284

Existing Workforce Housing Credit 0.284

Step 3: Proposed Development

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

Proposed Use	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	**Housing Required**
Conventional Lodging	0.102*bedrooms	1	450	30	**3.064**

Affordable Workforce Housing Required: 2.780 units Fee-in-Lieu Amount: n/a

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

Special Restrictions
for Affordable Condominium Rental Housing
Located at_____, Town of Jackson

These Special Restrictions for Affordable Condominium Rental Housing ("Special Restrictions"), are made and entered into this day of_____, 20 , by the undersigned Owner ("Owner") the Town of Jackson, Wyoming.

RECITALS:

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

A Condominium Subdivision within _____Town of Jackson, Teton County Wyoming.

PIDN: _____ ("Residential Unit")

WHEREAS, as a condition of its approval for permit #_____ received _____(Date)("FDP Approval") Owner was required to provide and restrict as follows:

_____
_____
_____
_____

(hereinafter "Residential Unit").

The Income Ranges are different than the Income Ranges defined in the Jackson/Teton County Housing Department Rules and Regulations because the FDP approval was received before the update to the Housing Rules and Regulations. The Rules and Regulations are enforced by the Jackson/Teton County Affordable Housing Department, such Rules and Regulations are defined in Section 1 below;

WHEREAS, in accordance with the FDP Approval, the Residential Unit is intended to address the need for rental housing for employees in Teton County, Wyoming and therefore Owner agrees it will not be owner-occupied;

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

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further

resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;

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

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

RESTRICTIONS:

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

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

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

A. Qualified Household. The rental, use and occupancy of the Residential Unit shall be limited to a Qualified Household, as set forth below ("Qualified Household"):

1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A "local business" means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.
2. Income Restriction. The Qualified Household's gross income shall fall between 0 – 80% of the median family income in Teton County, Wyoming, as determined by the current year's published Federal Department of Housing & Urban Development median family income chart for Teton County, Wyoming ("Income Cap").
3. No Teton County Residential Real Estate. No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
4. Initial Determination by Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Affordable Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including at a minimum, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a

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

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

C. No Owner Occupancy. Owner shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.

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

E. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household

proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

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

G. Rental Rate. The household size used to determine the median family income is based on one (1) person per bedroom. A studio Residential Unit's maximum rent will be fifteen percent (15%) less than the maximum rental rate for a one-bedroom Residential Unit. The maximum Rental Rate that may be charged for the Residential Unit is variable annually based on the Housing and Urban Development Department's Median Family Income standard for Teton County, Wyoming. The Housing Department will calculate the maximum Rental Rate every year for the Residential Unit after the Housing and Urban Development Department issues the Median Family Income for Teton County, Wyoming in the following manner: The maximum monthly rental rate for 0 – 80% Income range for 2018 is: $34,475 (50% of 2018 median family income for one (1) person household) multiplied by thirty percent (30%) with the product divided by twelve (12) and multiplied by 85% for a Studio = $733. The rent charged must include basic utilities (electric, gas, water, sewer) and trash removal. Notwithstanding the foregoing to the contrary, the rental rate charged by Owner may at any time be less than the maximum rent calculation.

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

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

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

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

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

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

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

O. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each Owner shall comply, and cause its tenants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to Owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of not less than two (2) years.

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

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

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

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

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

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

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

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

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

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

A. Specific Performance. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.

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

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

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

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

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

B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the Residential Unit, with the written consent of Owner of the Residential Unit ~~Complex~~ and Town of Jackson, Wyoming.

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

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

SECTION 8. NOTICES. All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address and/or owner and/or other contact information in the manner provided for giving notice.

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

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

To Owner

_____
_____
Jackson, WY 83001

SECTION 9. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file

suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 10. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions

SECTION 11. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 12. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 13. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an Owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and the Town of Jackson.

SECTION 15. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 16. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Owner has executed this instrument on the_____day of_____, 20___ (the "Effective Date").

OWNER:

_____
Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the_____day of_____, 20____, the foregoing Special Restrictions for Employee Housing was acknowledged before me by _____ as _____President of _____.

Witness my hand and official seal.

(Seal)

_____
Notary Public

TOWN OF JACKSON:

_____
Pete Muldoon, Mayor

ATTEST:

_____
Sandy Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the_____day of_____, 20 , the foregoing instrument was acknowledged before me by Pete Muldoon as Mayor of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

_____
Notary Public
My commission expires:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

_____
Stacy Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the_____day of_____, 20 , the foregoing instrument was acknowledged before me by Stacy Stoker, as Housing Manager of the Jackson/The Town of Jackson Affordable Housing Department.

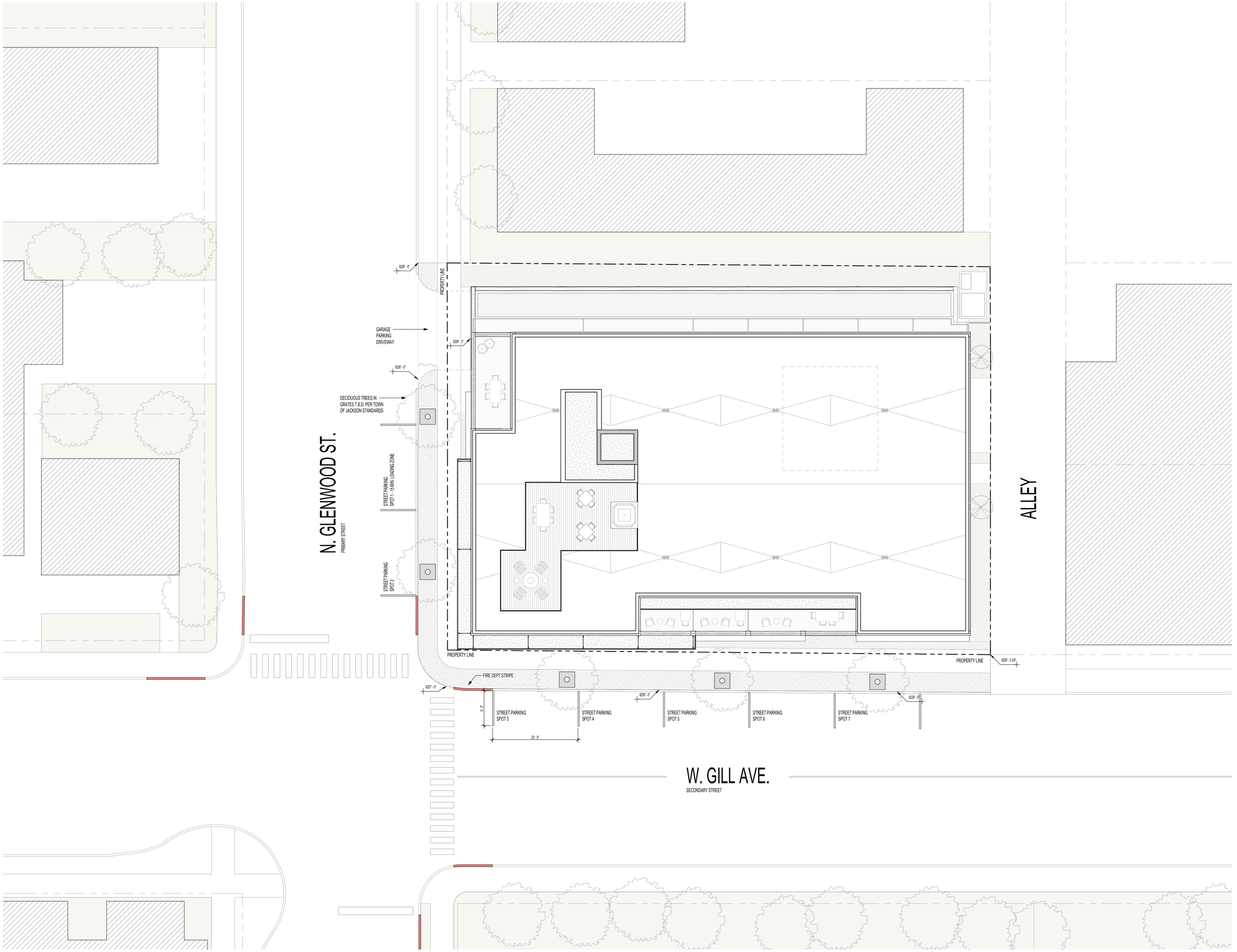
Witness my hand and official seal.

(Seal)

_____
Notary Public
My commission expires:

08

ARCHITECTURAL DRAWINGS & RENDERS



1 ARCHITECTURAL SITE PLAN
SCALE: 1/8" = 1'-0"

0 4 8 16 32

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NO.	ISSUED DATE	ISSUED FOR

ISSUANCE MME

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Project
GLENWOOD COMMERCIAL

PROJECT ADDRESS
ZIP CODE, STATE

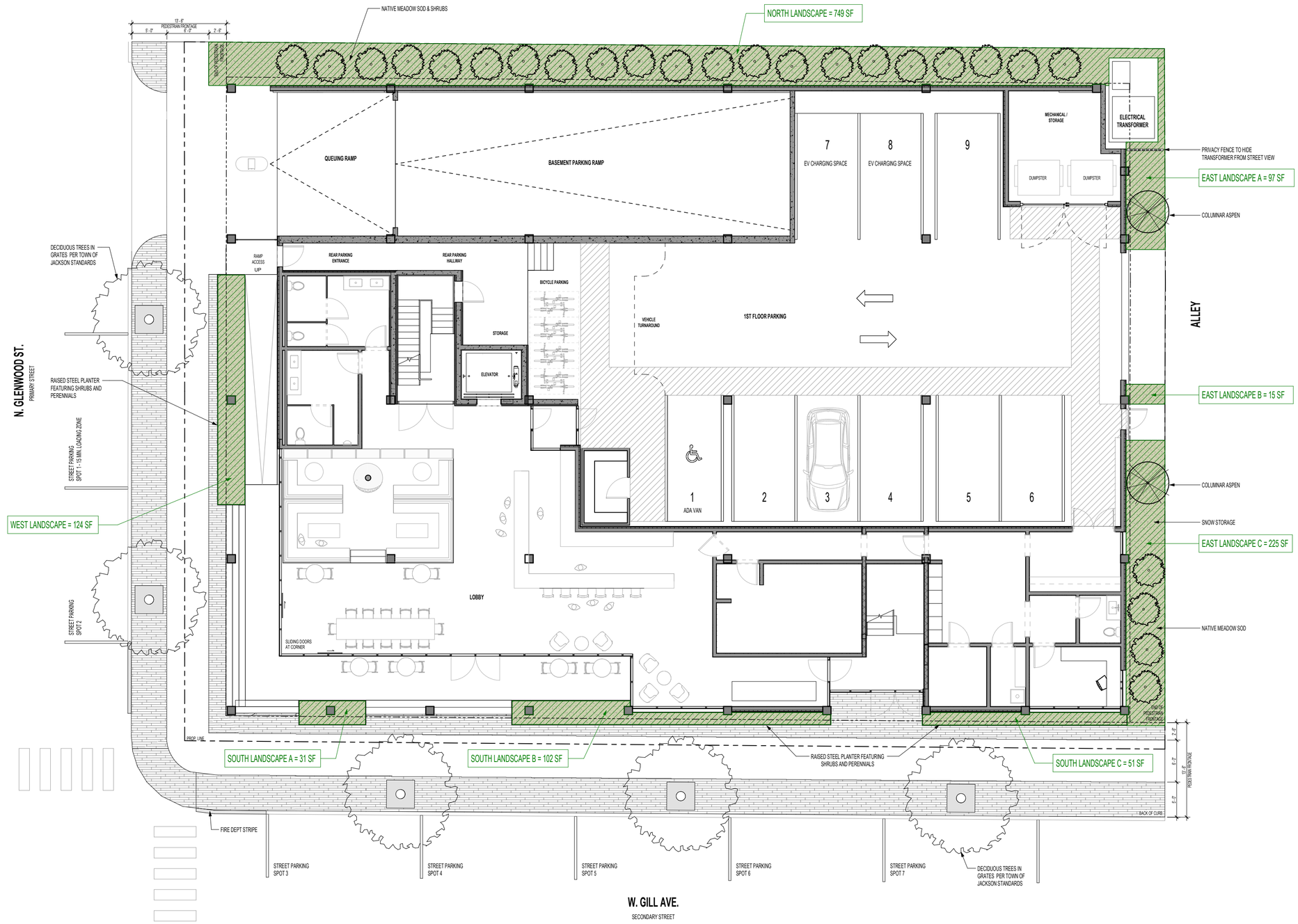
2343	Project No.
Author	Drawn By
Checker	Checked By

Discipline & Drawing Number

A0.00

Drawing Name

ARCHITECTURAL SITE PLAN



1 LANDSCAPE PLANTING PLAN
SCALE: 3/16" = 1'-0"

0 2 4 8 16

LAND DEVELOPMENT REGULATIONS

SUBJECT	REQUIREMENT	ACTUAL / PROPOSED
Gross Site Area	–	0.32 acres = 13,940 SF
FAR	0.48 + 0.34 Lodging Overlay	11,152 SF by right
Site		
LSR	10% of Gross Site Area = 1,394 SF	1,394 SF
Plant Units	1/1000 SF LSR = 1.39 units = 2 units *Parking is tuck-under, N/A*	2 plant units *Note: 3 existing site trees not to remain*
Snow Storage	2.5% of drive aisles = approx 10 sf	Min. 10 sf
General Form Standards		
Pedestrian Frontage: Trees in Grates	13.5' total from back of curb (min)	5' trees in grates + 6' sidewalk + 2.5' transition
Trees in Grates Spacing	30' min - 40' max	30' - 40'

PLANT UNIT CALCS & BOND REQUIREMENT

Required Plant Units	1/1000 SF for 13,940 SF LSR = 1.39 units = 2 plant units
Proposed Plant Units	2 plant units
Proposed Plant Type	Two 3" Caliper Trees, plus 25 5 shrubs

All landscaping shall comply with the Town of Jackson LDRs Div. 5.5. The landscape material shown meets the 2 Plant Unit requirement. A bond for the (2) Plant Unit requirement and irrigation will be provided before the Building Permit is issued. The bond amount will be as follows:

(2) Plant Units Required
Average Value of (1) Plant Unit = $2,600.00
Approximate Cost to Irrigate (1) Plant Unit = $2,300.00
Total Cost of Plant Unit & Irrigation = $4,900.00
Total Cost of (2) Plant Unit & Irrigation x 125% for Bond Amount = $12,250.00

All plant material shall be irrigated by a pressurized subsurface irrigation system with automatic controller.

PLANT SCHEDULE

TREE	NAME	SIZE	CONTAINER	QTY
	TREES IN GRATES PER TOJ STANDARDS FATMORE GREEN ASH (FRAXINUS PENNSYLVANICA 'FATMORE')	3" CAL	B&B	5
	QUAKING ASPEN (POPULUS TREMULOIDES)	3" CAL	B&B	2
SHRUB	**NAME**	**SIZE**	**CONTAINER**	**QTY**
	DOUGLAS HAWTHORN (CRATAEGUS DOUGASII)	5'	B&B	25

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1	xx/xx/xxxx	REVISION 1

ISSUANCE NAME

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GLENWOOD COMMERCIAL

PROJECT ADDRESS
ZIP CODE, STATE

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Checker	Checked By

Discipline & Drawing Number

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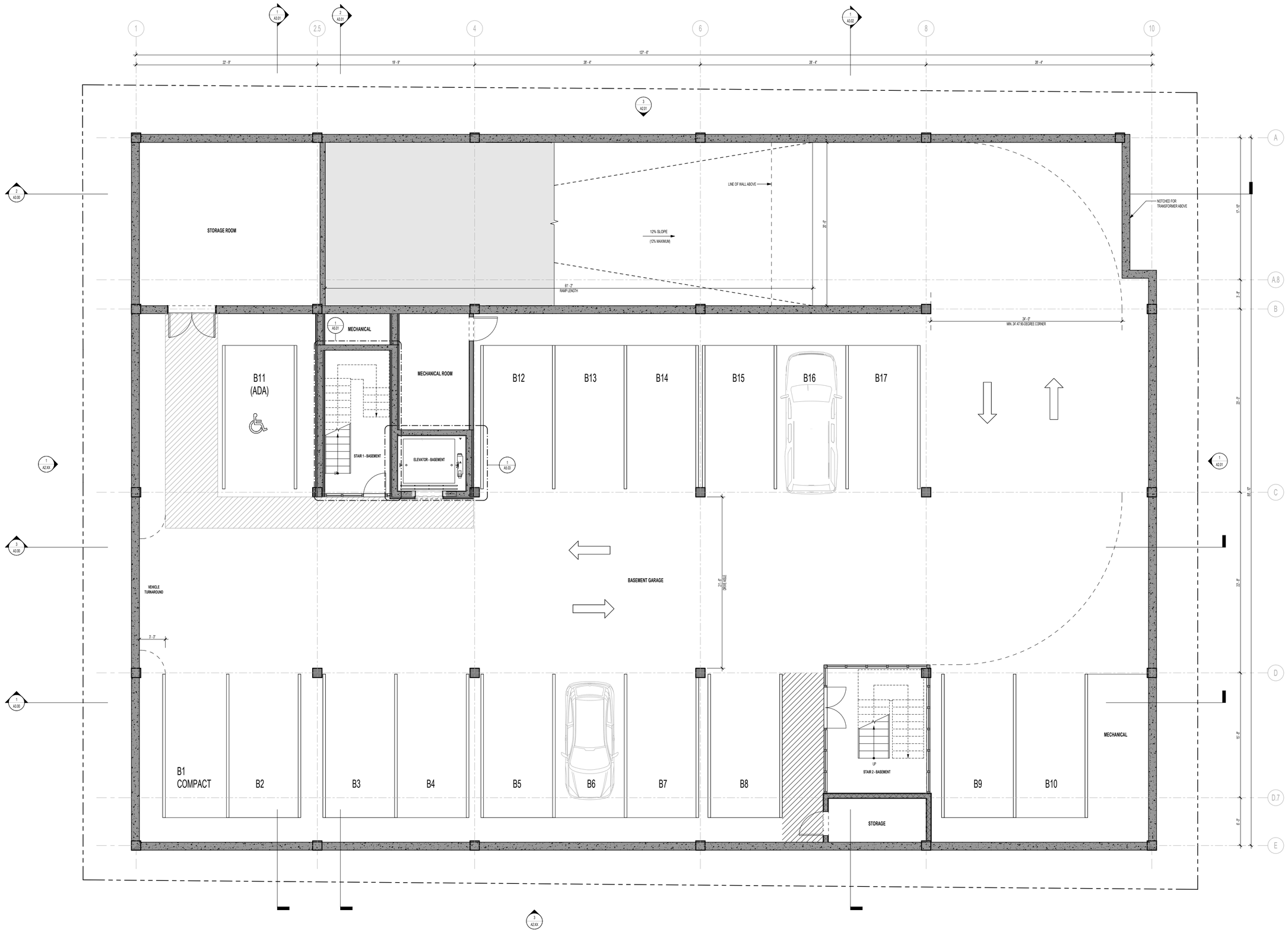
Drawing Name

LANDSCAPE PLAN - PLANTING & LSR



1 BASEMENT FLOOR PLAN
SCALE: 1/4" = 1'-0"

0 2 4 8 16

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1	xx/xx/xxxx	REVISION 1

ISSUANCE MARK

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GLENWOOD COMMERCIAL

PROJECT ADDRESS
ZIP CODE, STATE

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Author	Drawn By
Checker	Checked By

Discipline & Drawing Number

A1.00

Drawing Name

BASEMENT FLOOR PLAN

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1	xx/xx/xxxx	REVISION 1

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GLENWOOD COMMERCIAL

PROJECT ADDRESS
ZIP CODE, STATE

2343	Project No.
Author	Drawn By
Checker	Checked By

Discipline & Drawing Number

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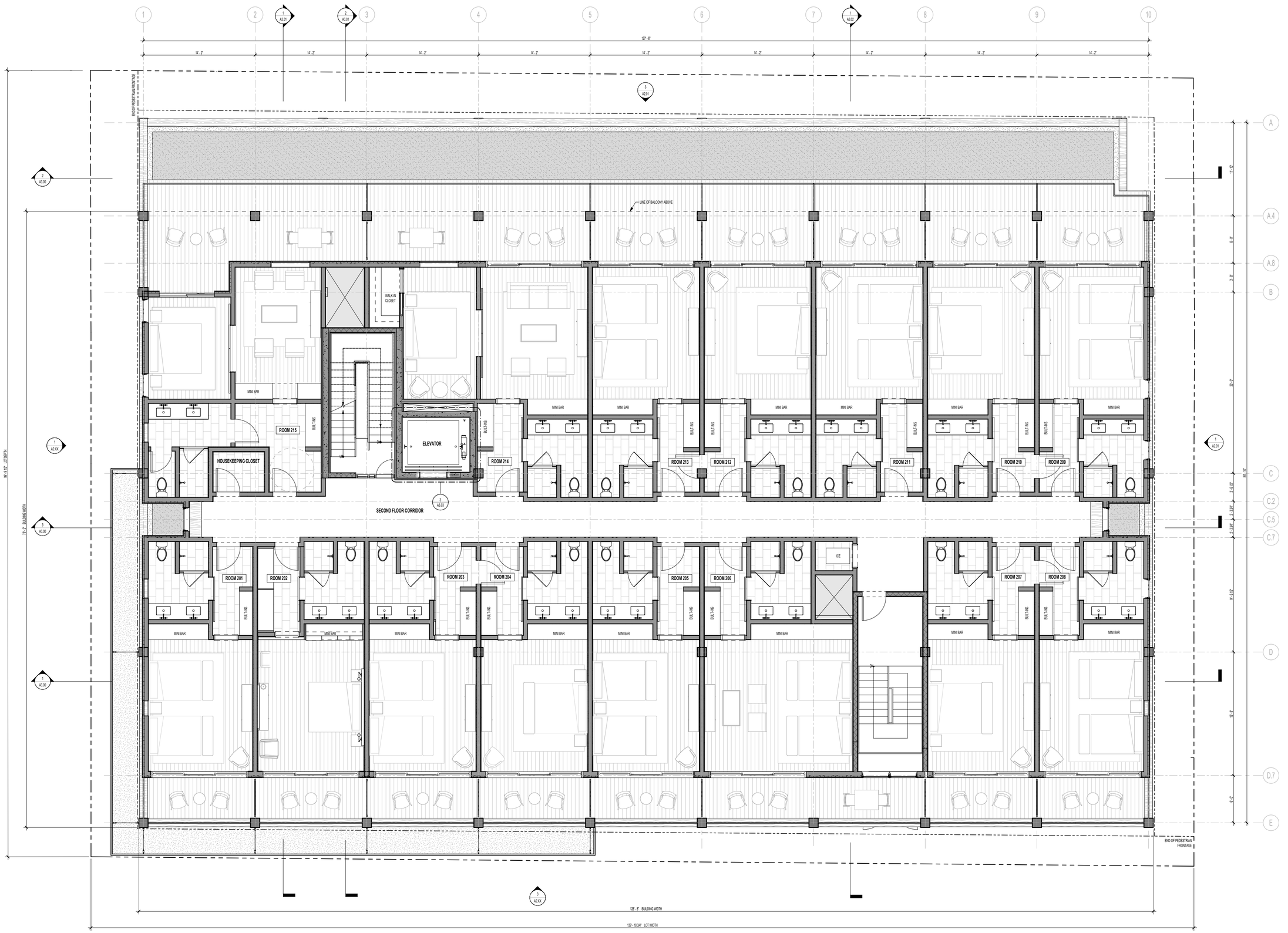
Drawing Name

FIRST FLOOR PLAN

1 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



1 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

0 2 4 8 16

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NO.	ISSUED DATE	ISSUED FOR

ISSUANCE MAKE

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Project
GLENWOOD COMMERCIAL

PROJECT ADDRESS
ZIP CODE, STATE

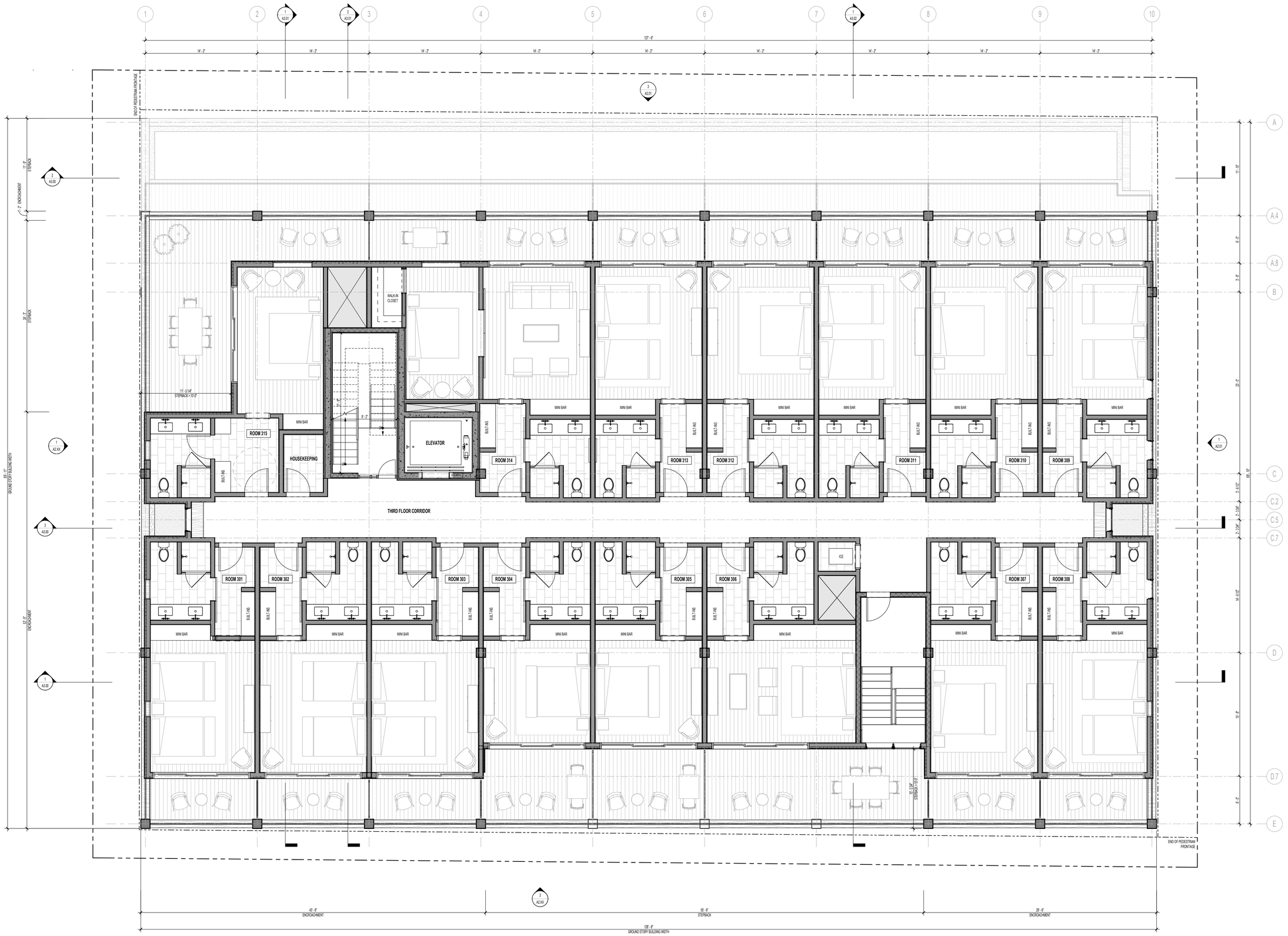
2343	Project No.
Author	Drawn By
Checker	Checked By

Discipline & Drawing Number

A1.02

Drawing Name

SECOND FLOOR PLAN



1 THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"

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ISSUANCE MARE

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GLENWOOD COMMERCIAL

PROJECT ADDRESS
ZIP CODE, STATE

2343	Project No.
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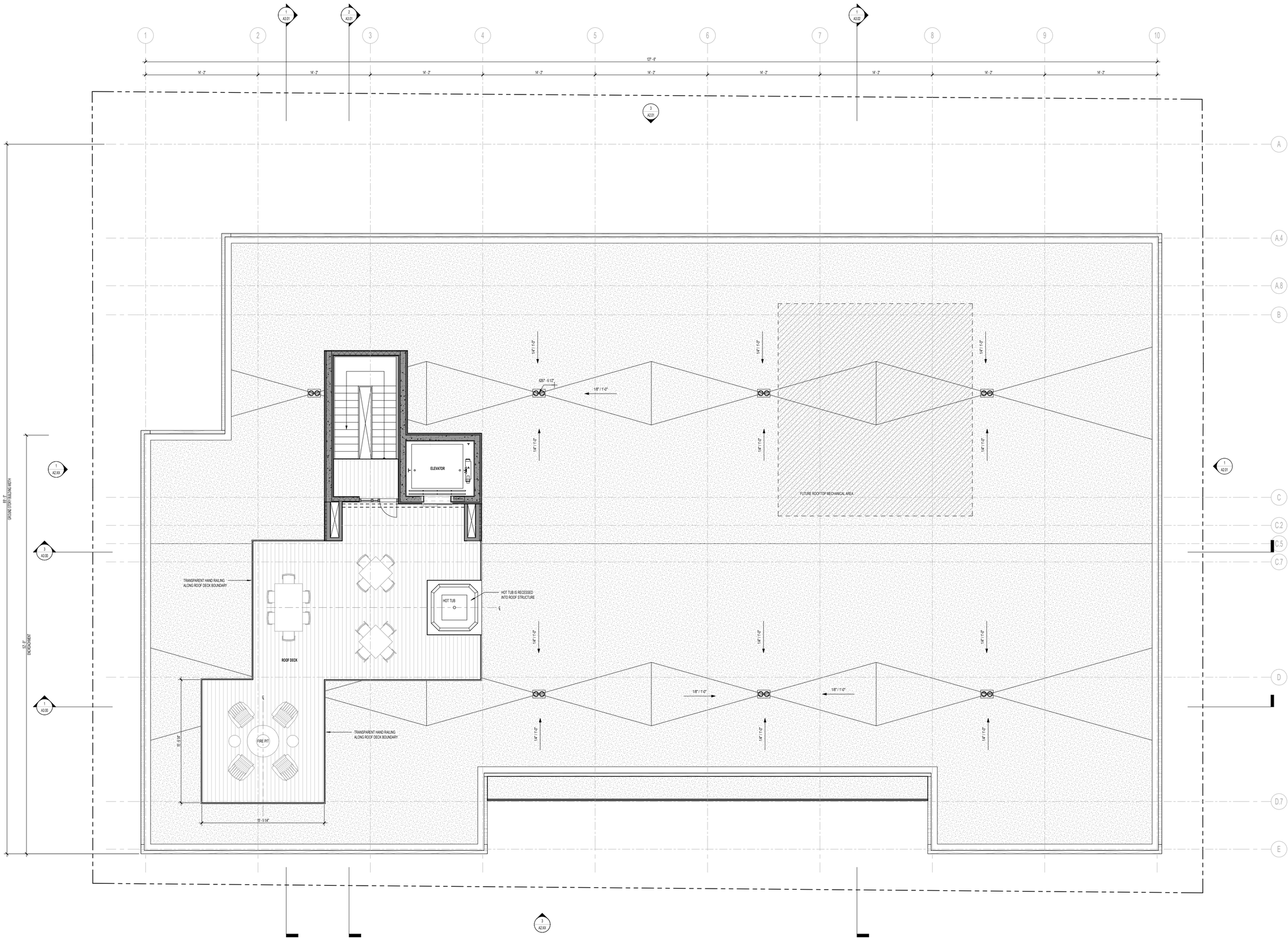
Checker	Checked By

Discipline & Drawing Number

A1.03

Drawing Name

THIRD FLOOR PLAN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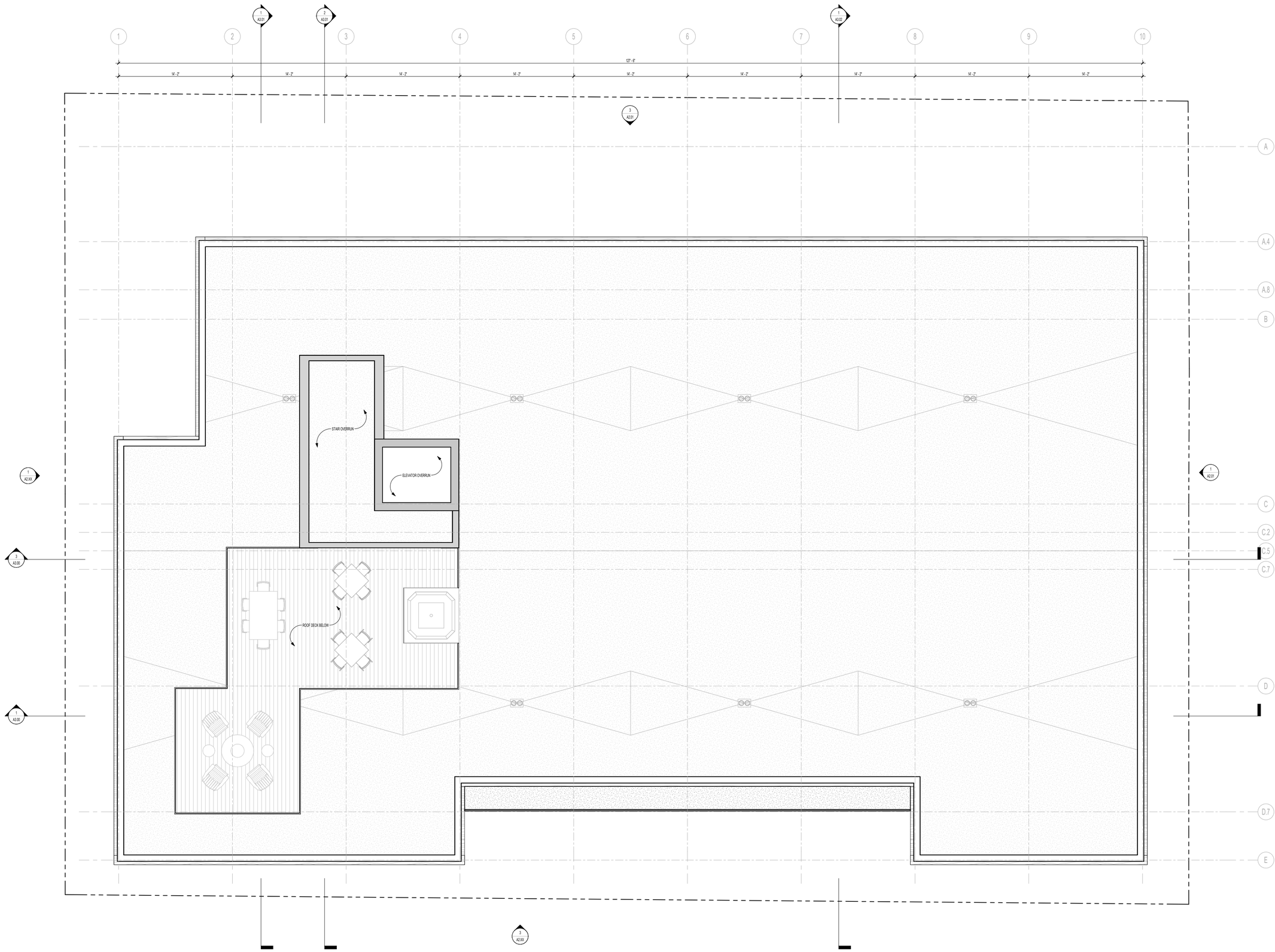

1 UPPER ROOF PLAN
SCALE: 1/4" = 1'-0"

0 2 4 8 16

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ISSUANCE MARE

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GLENWOOD COMMERCIAL

PROJECT ADDRESS
ZIP CODE, STATE

2343	Project No.
Author	Drawn By
Checker	Checked By

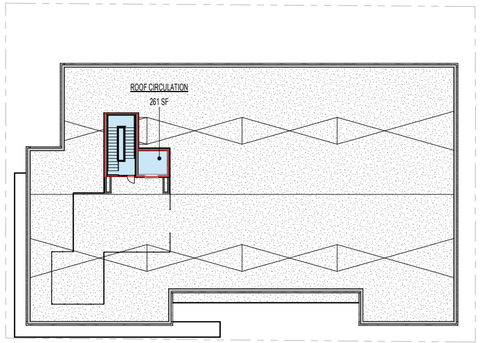
Discipline & Drawing Number

A1.51

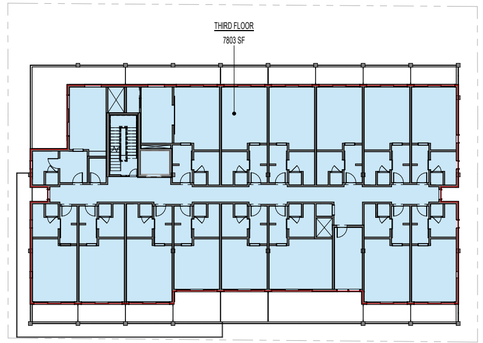
Drawing Name

UPPER ROOF PLAN

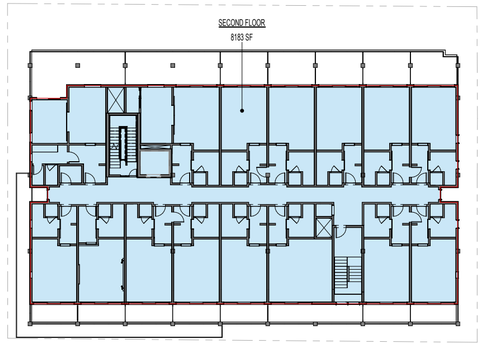
GROSS BLDG AREA	
LEVEL	AREA
BASEMENT	11505 SF
1ST FLOOR F.F.	10265 SF
T.O. 2ND FLOOR SUBFLOOR	8183 SF
T.O. 3RD FLOOR SUBFLOOR	7803 SF
T.O. ROOF STRUCT.	261 SF
	38016 SF



10 GROSS AREA - ROOF
SCALE: 1/16" = 1'-0"



9 GROSS AREA - 3RD FLOOR
SCALE: 1/16" = 1'-0"



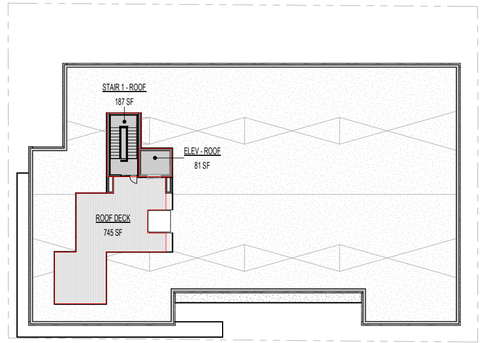
8 GROSS AREA - 2ND FLOOR
SCALE: 1/16" = 1'-0"

FAR Legend

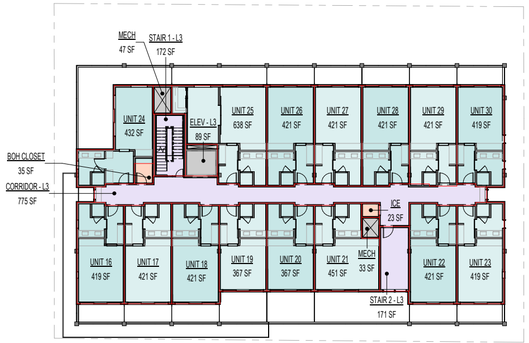
- AMENITY / LOBBY
- BACK OF HOUSE
- CIRCULATION
- HOTEL ROOM (EVEN)
- HOTEL ROOM (ODD)
- N/A

FAR AREA TOTALS		
NAME	FAR AREA TYPE	AREA
Not Placed		
ROOF VESTIBULE	CIRCULATION	Not Placed
		0 SF
1ST FLOOR F.F.		
LOBBY RESTAURANT	AMENITY / LOBBY	739 SF
LOBBY BAR	AMENITY / LOBBY	139 SF
HOTEL LOBBY	AMENITY / LOBBY	1139 SF
BATHROOMS	BACK OF HOUSE	341 SF
KITCHEN	BACK OF HOUSE	284 SF
BOH OFFICE	BACK OF HOUSE	636 SF
BOH CIRC.	BACK OF HOUSE	129 SF
STAIR 1 - L1	CIRCULATION	165 SF
STAIR 2 - L1	CIRCULATION	191 SF
REAR VESTIBULE	CIRCULATION	42 SF
ELEV - L1	CIRCULATION	67 SF
		3871 SF
T.O. 2ND FLOOR SUBFLOOR		
ICE	BACK OF HOUSE	23 SF
BOH CLOSET	BACK OF HOUSE	44 SF
CORRIDOR - L2	CIRCULATION	775 SF
UNIT 04	HOTEL ROOM (EVEN)	421 SF
UNIT 02	HOTEL ROOM (EVEN)	421 SF
UNIT 06	HOTEL ROOM (EVEN)	522 SF
UNIT 08	HOTEL ROOM (EVEN)	419 SF
UNIT 14	HOTEL ROOM (EVEN)	421 SF
UNIT 12	HOTEL ROOM (EVEN)	421 SF
UNIT 10	HOTEL ROOM (EVEN)	638 SF
UNIT 01	HOTEL ROOM (ODD)	419 SF
UNIT 03	HOTEL ROOM (ODD)	421 SF
UNIT 05	HOTEL ROOM (ODD)	421 SF
UNIT 07	HOTEL ROOM (ODD)	419 SF
UNIT 13	HOTEL ROOM (ODD)	421 SF
UNIT 11	HOTEL ROOM (ODD)	421 SF
UNIT 09	HOTEL ROOM (ODD)	592 SF
		7634 SF
T.O. 3RD FLOOR SUBFLOOR		
BOH CLOSET	BACK OF HOUSE	35 SF
ICE	BACK OF HOUSE	23 SF
CORRIDOR - L3	CIRCULATION	775 SF
STAIR 1 - L3	CIRCULATION	172 SF
STAIR 2 - L3	CIRCULATION	171 SF
UNIT 16	HOTEL ROOM (EVEN)	419 SF
UNIT 18	HOTEL ROOM (EVEN)	421 SF
UNIT 20	HOTEL ROOM (EVEN)	367 SF
UNIT 22	HOTEL ROOM (EVEN)	421 SF
UNIT 24	HOTEL ROOM (EVEN)	432 SF
UNIT 26	HOTEL ROOM (EVEN)	421 SF
UNIT 28	HOTEL ROOM (EVEN)	421 SF
UNIT 30	HOTEL ROOM (EVEN)	419 SF
UNIT 17	HOTEL ROOM (ODD)	421 SF
UNIT 19	HOTEL ROOM (ODD)	367 SF
UNIT 21	HOTEL ROOM (ODD)	451 SF
UNIT 23	HOTEL ROOM (ODD)	419 SF
UNIT 25	HOTEL ROOM (ODD)	638 SF
UNIT 27	HOTEL ROOM (ODD)	421 SF
UNIT 29	HOTEL ROOM (ODD)	421 SF
		7634 SF
TOTAL FAR AREA		19138 SF

MAX. FAR AREA: 19,152 SF



5 F.A.R. AREA - ROOF
SCALE: 1/16" = 1'-0"



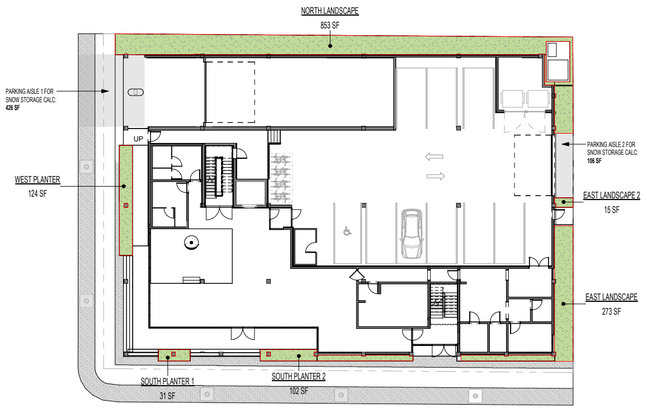
STAIRS COUNTED AT EVERY OTHER LEVEL; ELEVATOR COUNTED AT LEVEL 1 ONLY

4 F.A.R. AREA - 3RD FLOOR
SCALE: 1/16" = 1'-0"

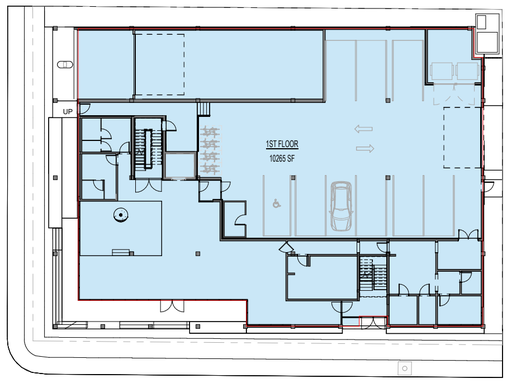
LANDSCAPE SURFACE AREA		
Level	Name	Area
1ST FLOOR F.F.	EAST LANDSCAPE 2	15 SF
1ST FLOOR F.F.	SOUTH PLANTER 1	31 SF
1ST FLOOR F.F.	SOUTH PLANTER 2	102 SF
1ST FLOOR F.F.	WEST PLANTER	124 SF
1ST FLOOR F.F.	EAST LANDSCAPE	273 SF
1ST FLOOR F.F.	NORTH LANDSCAPE	853 SF
Grand total		1398 SF

MIN. REQUIRED LANDSCAPE AREA: 1,394 SF

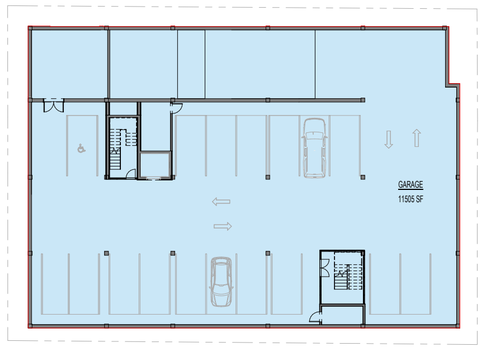
SNOW STORAGE
TOTAL UNPROTECTED PARKING AREA (AISLES) = 532 SF
2.5% SNOW STORAGE = 13.3 SF
SNOW STORAGE TO OCCUR IN ADJACENT PLANTING STRIPS



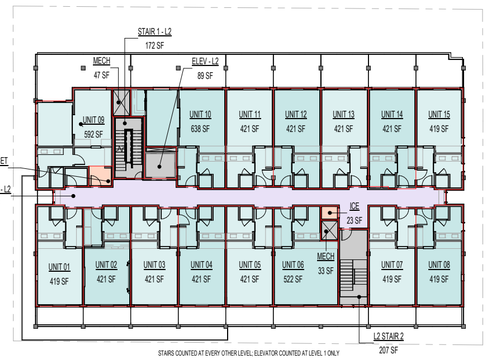
11 LANDSCAPE AREA PLAN
SCALE: 1/16" = 1'-0"



7 GROSS AREA - 1ST FLOOR
SCALE: 1/16" = 1'-0"

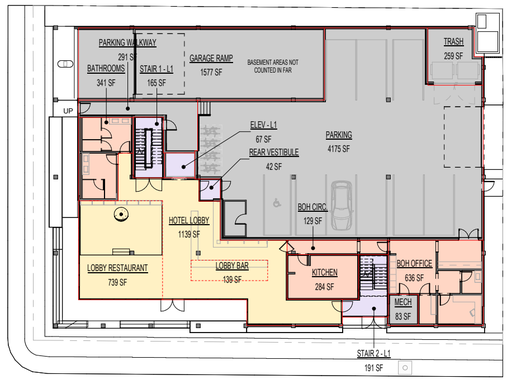


8 GROSS AREA - BASEMENT
SCALE: 1/16" = 1'-0"



STAIRS COUNTED AT EVERY OTHER LEVEL; ELEVATOR COUNTED AT LEVEL 1 ONLY

3 F.A.R. AREA - 2ND FLOOR
SCALE: 1/16" = 1'-0"



2 F.A.R. AREA - 1ST FLOOR
SCALE: 1/16" = 1'-0"

NORTHWORKS

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NO.	ISSUED DATE	ISSUED FOR

ISSUANCE NAME

PROFESSIONAL SEAL

Project
GLENWOOD COMMERCIAL

PROJECT ADDRESS
ZIP CODE, STATE

2343	Project No.
Author	Drawn By
Checker	Checked By

Discipline & Drawing Number

G1.00

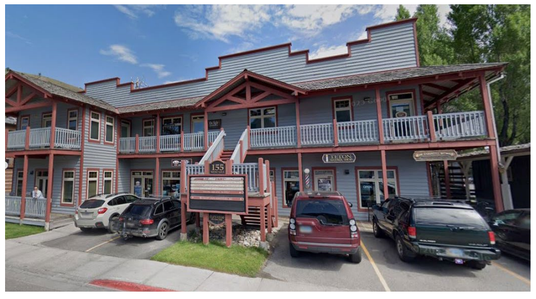
Drawing Name

GROSS & FAR AREA DIAGRAMS

NEIGHBORHOOD CONTEXT

NORTH
GLORIETTA TRATTORIA,
SINGLE FAMILY HOMES

EAST
KNIT ON PEARL,
GRACE SPA, JACKSON
WORKFORCE CENTER



SOUTH
ST. JOHN'S EPISCOPAL
CHURCH, THE
GLENWOOD RESIDENTIAL
DEVELOPMENT

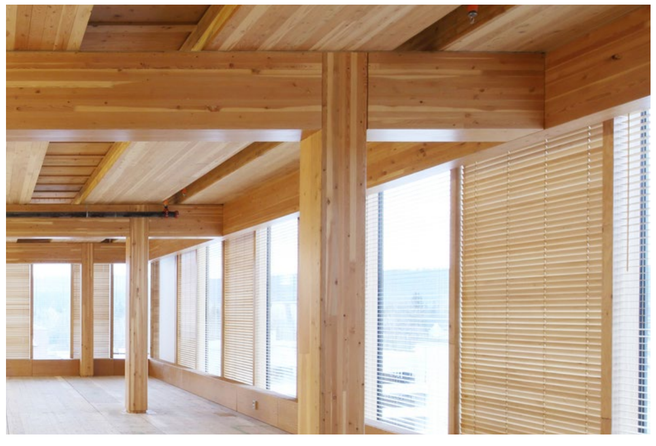
WEST
THE ANVIL HOTEL,
JACKSON HOME RANCH
WELCOME CENTER

PROPOSED MATERIAL PALETTE

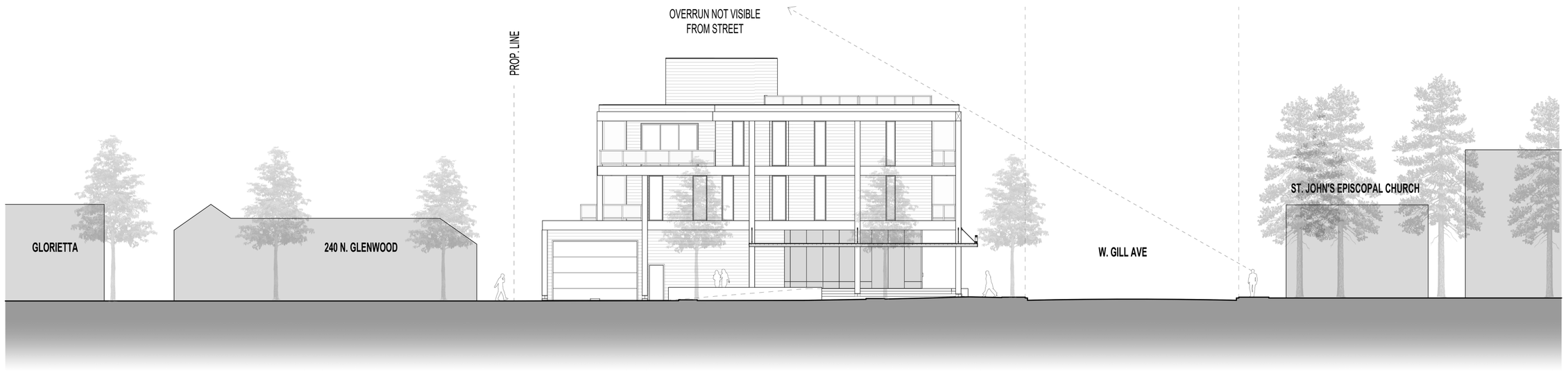
1 GLULAM COLUMNS AND BEAMS
EXTERIOR STRUCTURE, LEVELS 1, 2 & 3

2 WOODEN HORIZONTAL SIDING
EXTERIOR WALLS, LEVELS 1, 2 , 3 & ROOF FASCIAS

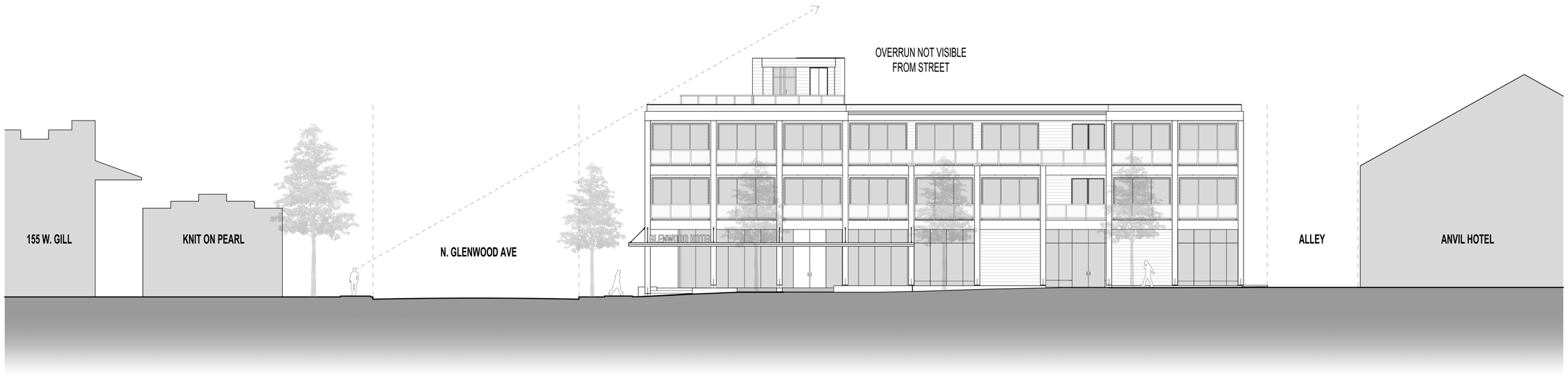
3 DARK METAL ACCENTS
EXTERIOR FRAMING @ WINDOWS, ROOF PARAPETS, CANOPIES & BALCONY RAILINGS



NEIGHBORHOOD CONTEXT



N. GLENWOOD ST.



W. GILL AVE.

1 EXTERIOR ELEVATION - WEST FAÇADE
SCALE: 1/4" = 1'-0"

3 EXTERIOR ELEVATION - SOUTH FACADE
SCALE: 1/4" = 1'-0"

0 2 4 8 16

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GLENWOOD COMMERCIAL

PROJECT ADDRESS
ZIP CODE, STATE

2343	Project No.
Author	Drawn By
Checker	Checked By

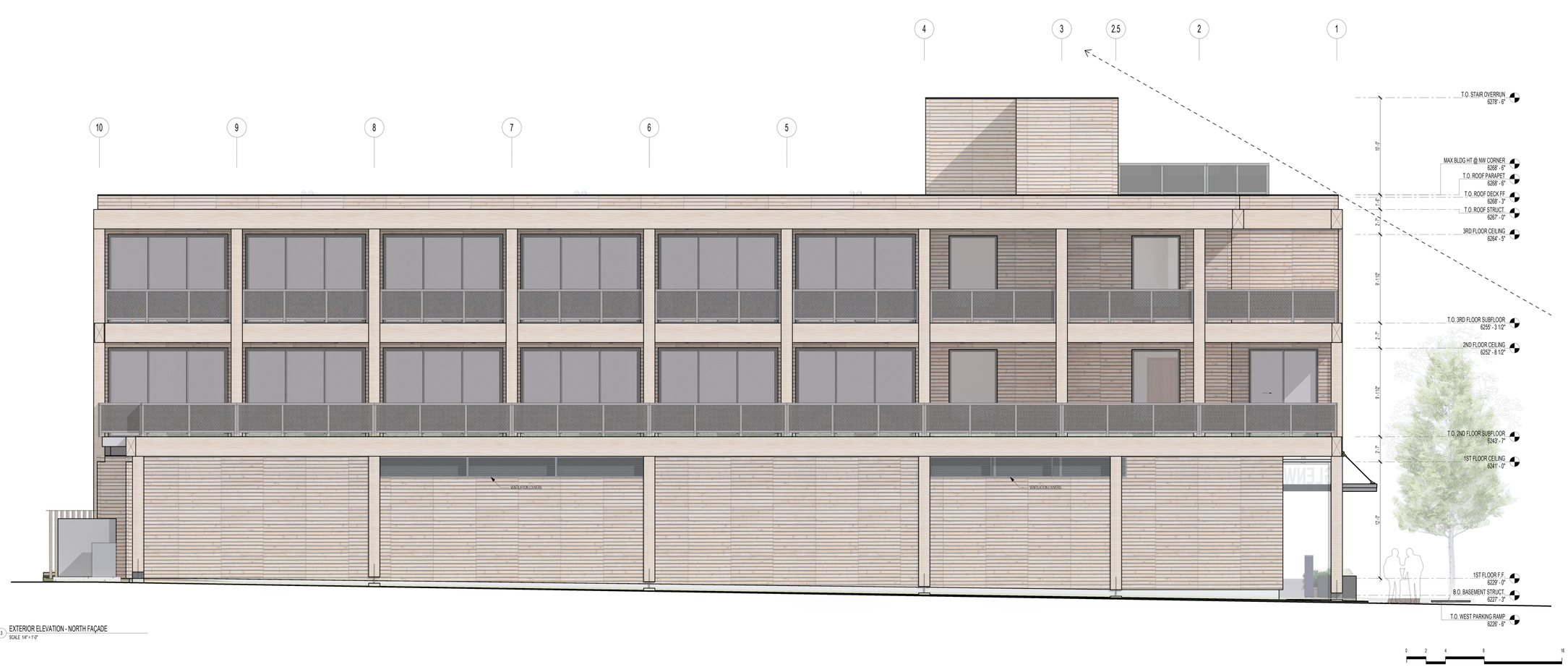
Discipline & Drawing Number

A2.00

Drawing Name

EXTERIOR ELEVATIONS

1 EXTERIOR ELEVATION - WEST FAÇADE
SCALE: 1/4" = 1'-0"



3 EXTERIOR ELEVATION - NORTH FAÇADE
SCALE: 1/4" = 1'-0"

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PROJECT ADDRESS
ZIP CODE, STATE

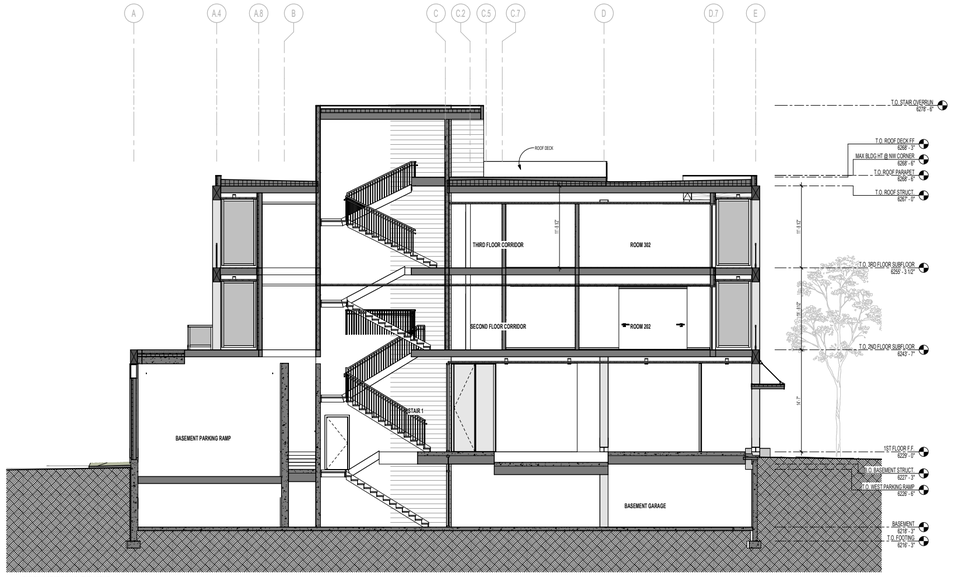
2343	Project No.
Author	Drawn By
Checker	Checked By

Discipline & Drawing Number

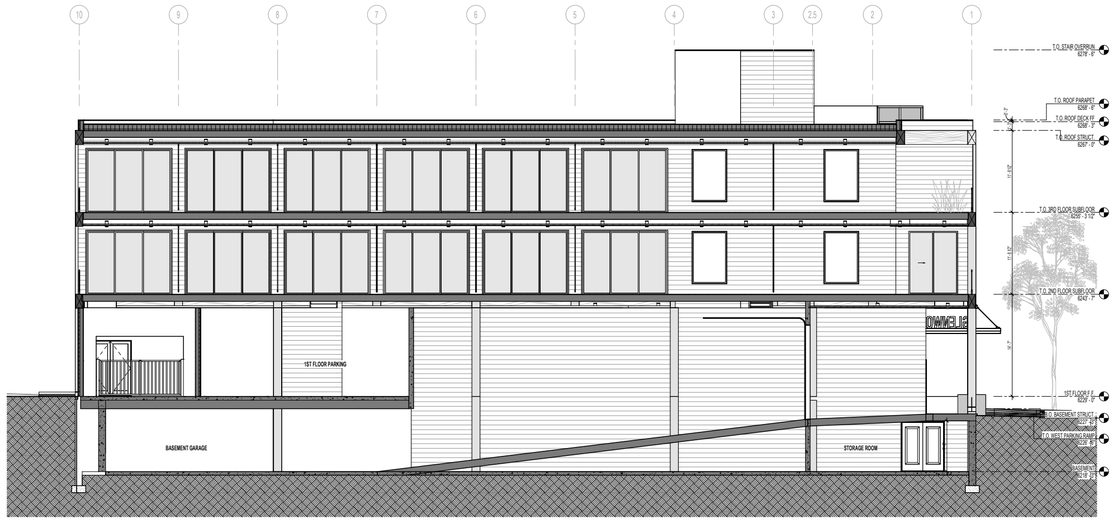
A2.01

Drawing Name

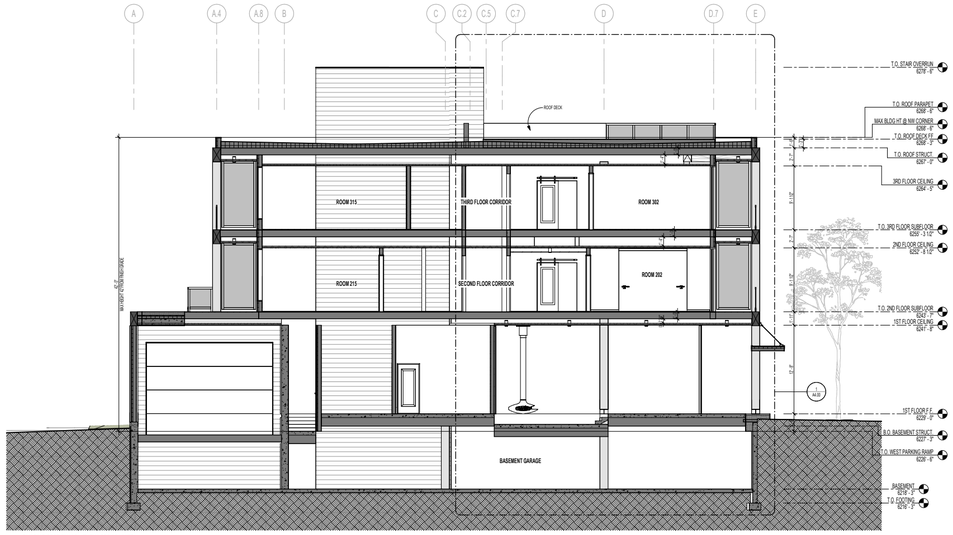
EXTERIOR ELEVATIONS



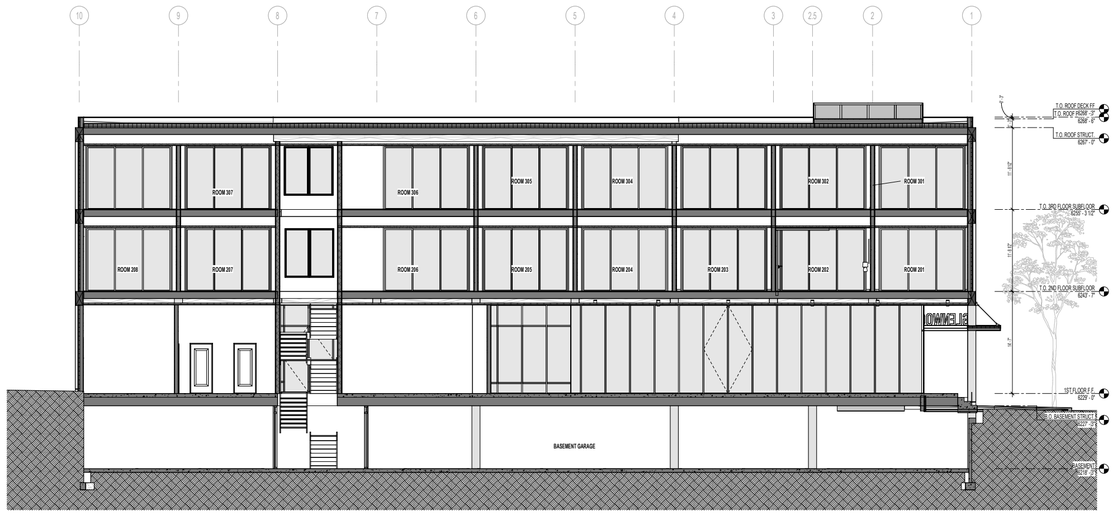
1 BUILDING SECTION N-S - THRU STAIR 1
SCALE: 3/16" = 1'-0"



2 BUILDING SECTION E-W THRU RAMP
SCALE: 3/16" = 1'-0"



3 BUILDING SECTION N-S - THRU LOBBY & UNITS
SCALE: 3/16" = 1'-0"



4 BUILDING SECTION E-W THRU LOBBY
SCALE: 3/16" = 1'-0"

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1512 N. Throop Street
T 312-440-9930 F 312-440-9851
Chicago, Illinois 60642
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Checker	Checked By

Discipline & Drawing Number

A3.00

Drawing Name

BUILDING SECTIONS

16

EXTERIOR RENDERING – CORNER OF GLENWOOD STREET & GILL AVE

EXTERIOR RENDERING – CORNER OF GLENWOOD STREET & GILL AVE

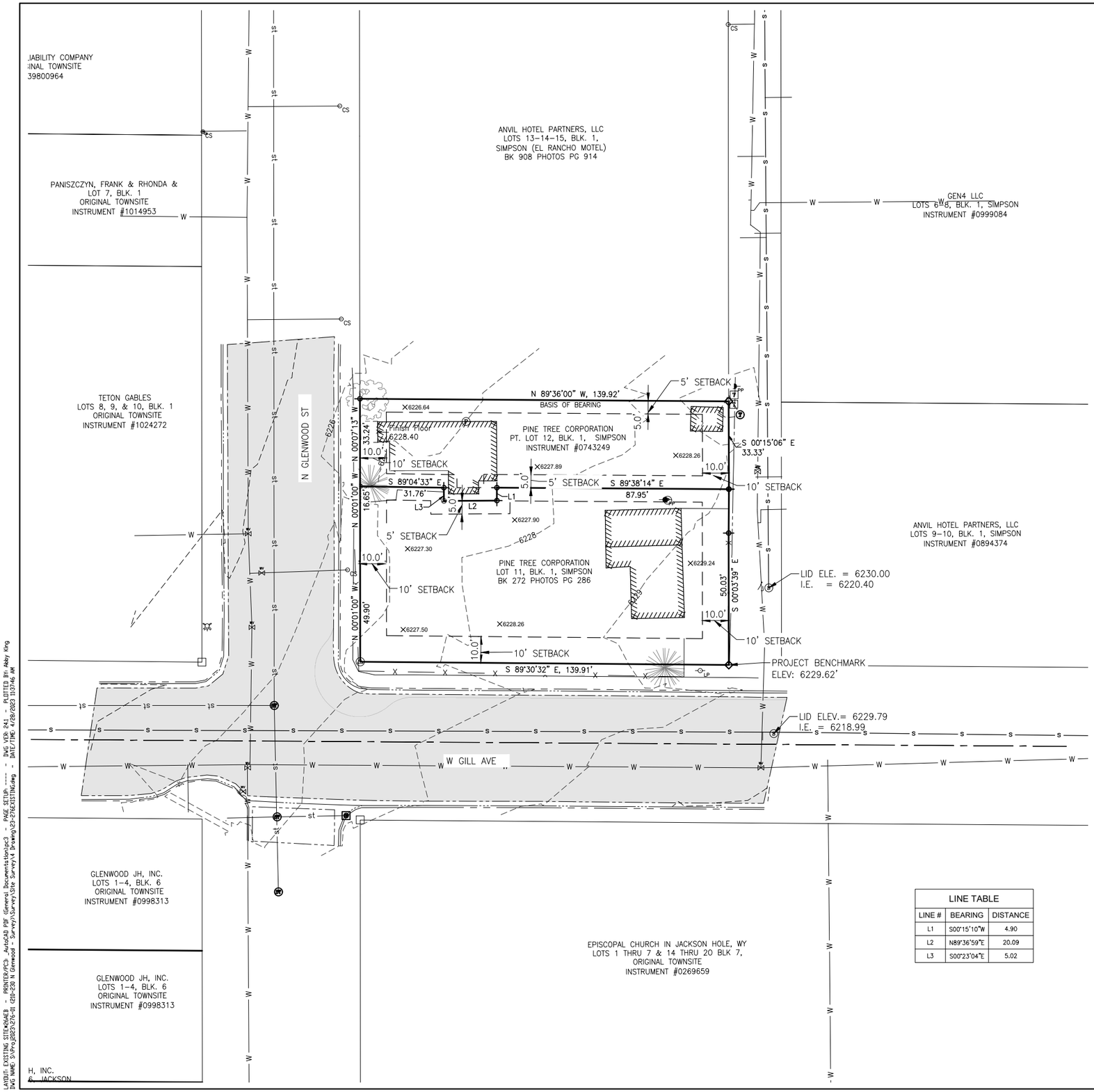
EXTERIOR RENDERING – GILL AVE, LOOKING WEST

EXTERIOR RENDERING – GLENWOOD STREET, LOOKING SOUTH

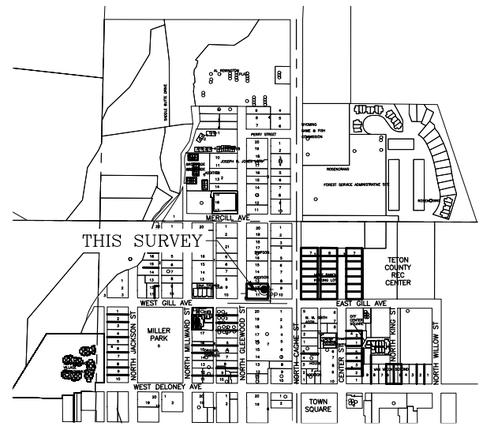
EXTERIOR RENDERING – AERIAL VIEW, CORNER OF GLENWOOD & GILL

09

CIVIL DRAWINGS



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S00°15'10"W	4.90
L2	N89°36'59"E	20.09
L3	S00°23'04"E	5.02



VICINITY MAP
SE1/4 SE1/4
SECTION 28
T41N, R116W 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WY

0 500' 1000'

NOTE:

THE SITE SURVEY REPRESENTED ON THIS MAP SHOW CONDITIONS DETERMINED BY A FIELD SURVEY MADE ON SEPTEMBER 6, 2023. AND MAY NOT REFLECT CHANGES MADE SUBSEQUENT TO THAT DATE.

THE MAP WAS PREPARED WITHOUT BENEFIT OF TITLE REPORT AND IS SUBJECT TO ANY OTHER EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS-OF-WAY, AND CONDITIONS OF SIGHT AND/OR OF RECORD INCLUDING, BUT NOT LIMITED, TO THOSE SHOWN HEREON;

PRIMARY BUILDING SETBACKS PER TOJ CR-2 ZONE
10' PRIMARY STREET
5' SIDE
10' REAR

SITE DEVELOPMENT SETBACKS AND BUILDING SETBACKS SHALL BE VERIFIED WITH THE PLANNING DEPARTMENT IN THE AUTHORITY HAVING JURISDICTION PRIOR TO PLANNING ANY DEVELOPMENT. IT IS ALSO TO BE UNDERSTOOD THAT OTHER APPLICABLE CODES, RESTRICTIONS, COVENANTS AND REGULATIONS APPLICABLE TO DEVELOPMENT AND USE SHOULD BE DETERMINED PRIOR TO PLANNING ANY DEVELOPMENT AS THESE ARE NOT SHOWN ON THIS MAPPING

LEGEND

- PROPERTY LINE
- ADJACENT BOUNDARY LINE
- ROAD CENTERLINE
- SETBACK LINE
- BUILDING
- BACK OF CURB
- FLOWLINE OF CURB
- EDGE OF PAVEMENT
- FENCE LINE
- WATERLINE PER TOJ GIS
- SEWER LINE PER TOJ GIS
- STORM SEWER LINE PER TOJ GIS
- CURB STOP
- ELECTRIC METER
- FOUND BRASS CAPPED PIPE
- FOUND REBAR AND CAP
- FOUND T-STAKE
- CALCULATED POINT
- FIRE HYDRANT
- LIGHT POLE
- POWER POLE
- SEWER MANHOLE
- STORM SEWER MANHOLE
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- DECIDUOUS TREE
- PINE TREE
- WATER VALVE
- PAVEMENT
- CONCRETE

0 20' 40'

VERTICAL DATUM BASED ON NAVD88 (GEOID12B), BENCHMARK SE PROPERTY CORNER ELEV = 6229.62' DERIVED FROM NETWORK GPS OBSERVATIONS.

REV.	DATE	
	9/20/2023	
	SURVEYED	SG
	ENGINEERED	
	DRAWN	SG/AR
	CHECKED	LR
	APPROVED	LR

NELSON ENGINEERING
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

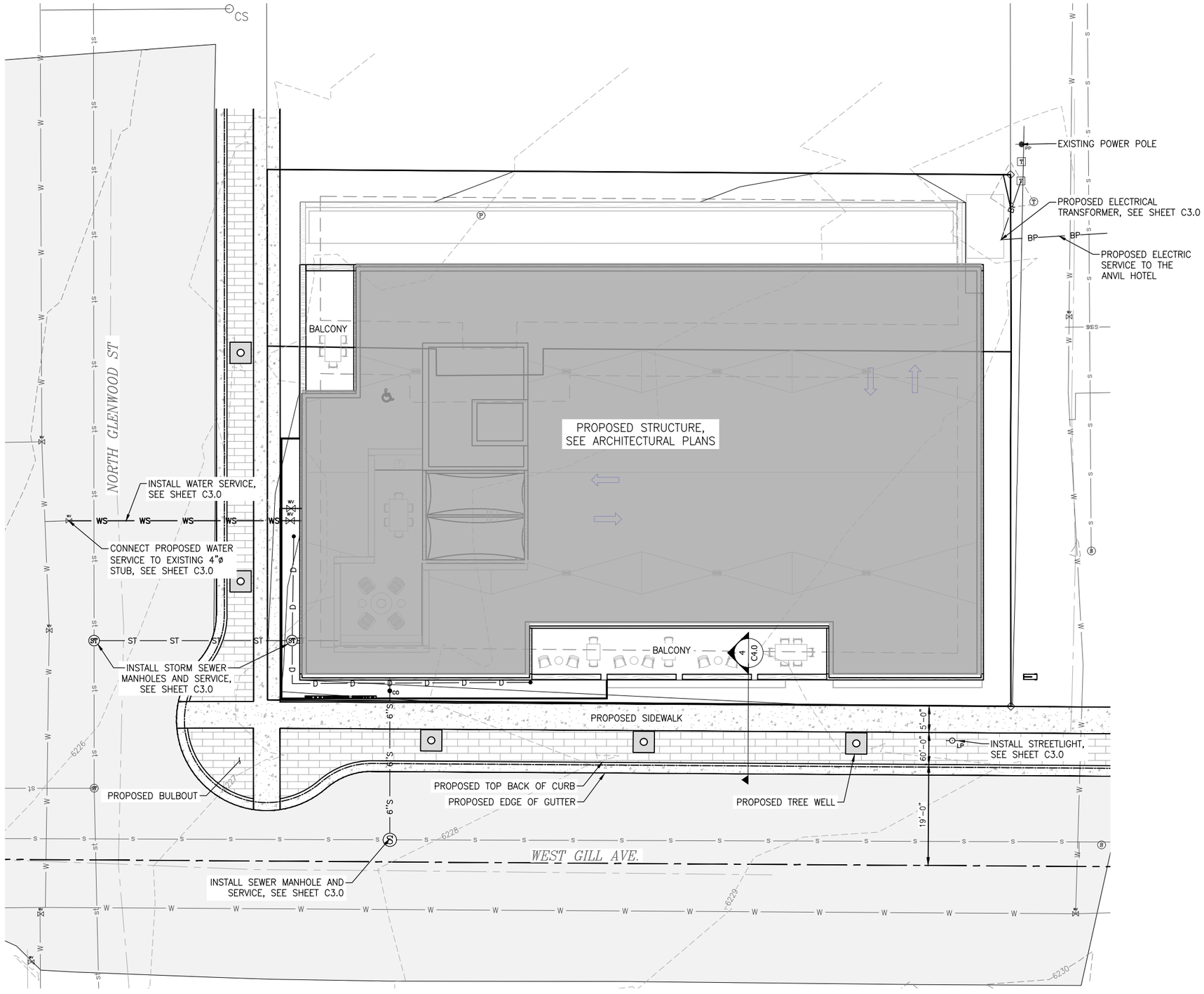
DRAWING TITLE: EXISTING SITE PLAN

JOB TITLE: LOTS 11 AND 12 SIMPSON ADDN
210 & 230 N GLENWOOD ST
JACKSON, WY

DRAWING NO: C1.0

JOB NO: 23-276-01

LAYOUT: EXISTING SITE-ESAEB - PRINTER/PC3: AutoCAD PDF (General Documentation).pc3 - PAGE SETUP: ---- - DWG VER: 24.1 - PLOTTED BY: Abby King
DWG NAME: S:\Proj\2023\276-01 (23-276 N Glenwood - Survey)\Survey\Site Survey\4 Drawing\23-276EXISTING.dwg - DATE/TIME: 4/20/2023 11:37:46 AM



FINAL SITE PLAN

0 10' 20'

N E

LEGEND

- INDEX CONTOUR
- MINOR CONTOUR
- WS — WS — WATER SERVICE
- 6"S — 6"S — 6"ø WATER SERVICE
- BP — BP — BURIED POWER
- BASEMENT LEVEL
- ROOF
- WV WATER VALVE
- (S) SEWER MANHOLE
- (ST) STORM SEWER MANHOLE

	REV.
DATE	04/09/24
SURVEYED	NE
ENGINEERED	AK
DRAWN	AK/BJG
CHECKED	MB
APPROVED	

NELSON ENGINEERING
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DRAWING TITLE
FINAL SITE PLAN

JOB TITLE
GLENWOOD COMMERICAL
210-230 NORTH GLENWOOD
JACKSON, WYOMING

DRAWING NO
C2.0

JOB NO
23-276-03

LAYOUT: FINAL SITE PLAN#3604 - PRINTER/PC3: AutoCAD PDF (General Documentation).pc3 - PAGE SETUP: ---- - DWG VER: 24 - PLOTTED BY: Abby King
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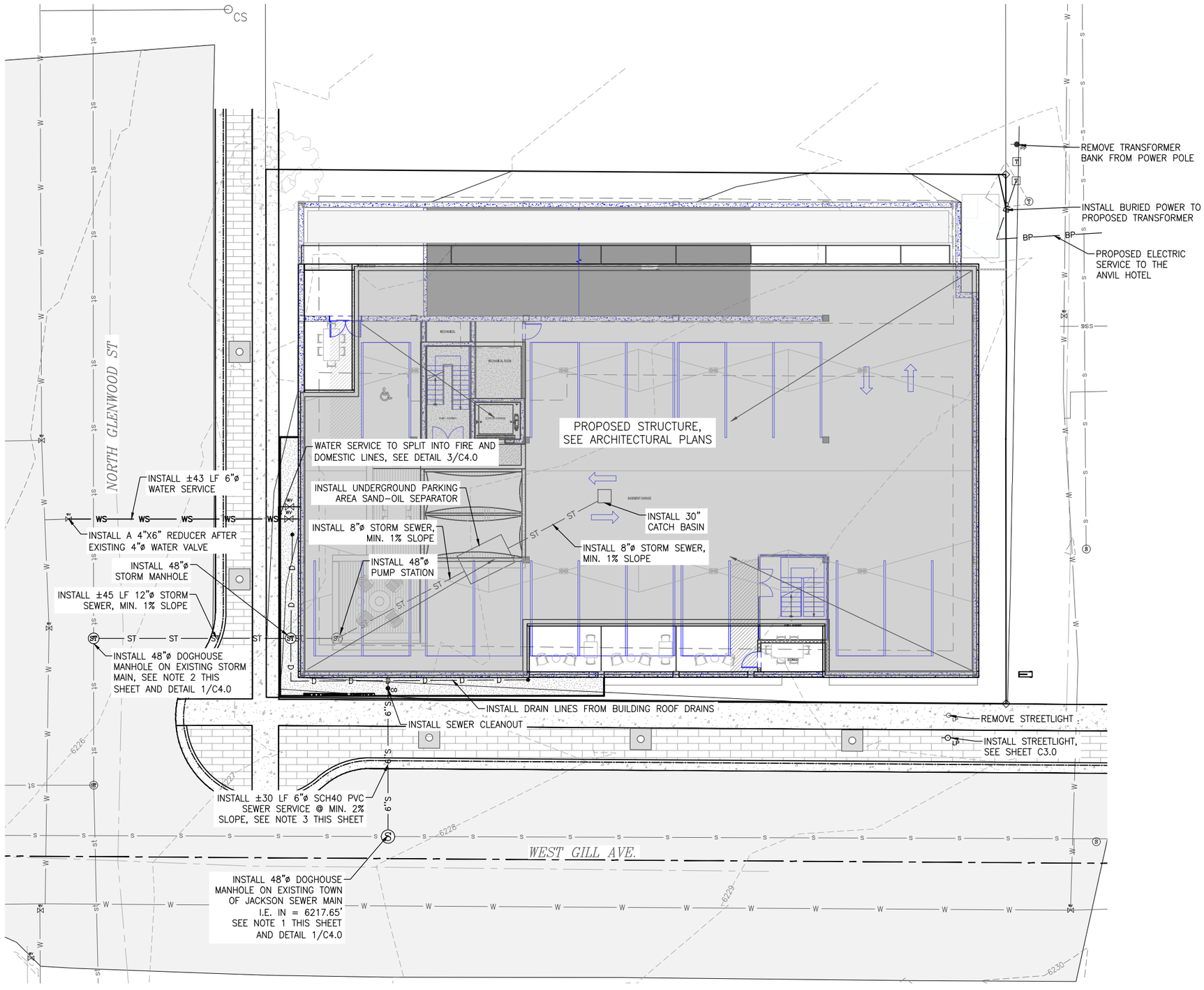


UTILITY PLAN

0 10' 20'

NOTES:

1. SEWER MAIN ELEVATION IS ESTIMATED FROM SEWER INVERT COLLECTED ON UPSTREAM MANHOLE, TO BE CONFIRMED IN FURTHER DESIGN EFFORTS.
2. STORM SEWER MAIN ELEVATION IS UNKNOWN AND MUST BE CONFIRMED IN THE FIELD.
3. PRELIMINARY FINISH FLOOR ELEVATIONS AND SEWER INVERTS INDICATE THAT SANITARY SEWER FROM THE BASEMENT CAN GRAVITY FLOW TO THE SEWER MAIN.
4. STREETLIGHTS SHOULD BE CONNECTED TO THE EXISTING CIRCUIT PROVIDED THEY ARE ABLE TO. THE DESIGN ELECTRICIAN SHOULD PLAN ON ANALYZING THE EXISTING CIRCUIT.

REV.		
DATE	04/09/24	
SURVEYED	NE	
ENGINEERED	AK	
DRAWN	AK/BJG	
CHECKED	MB	
APPROVED		

NELSON ENGINEERING
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

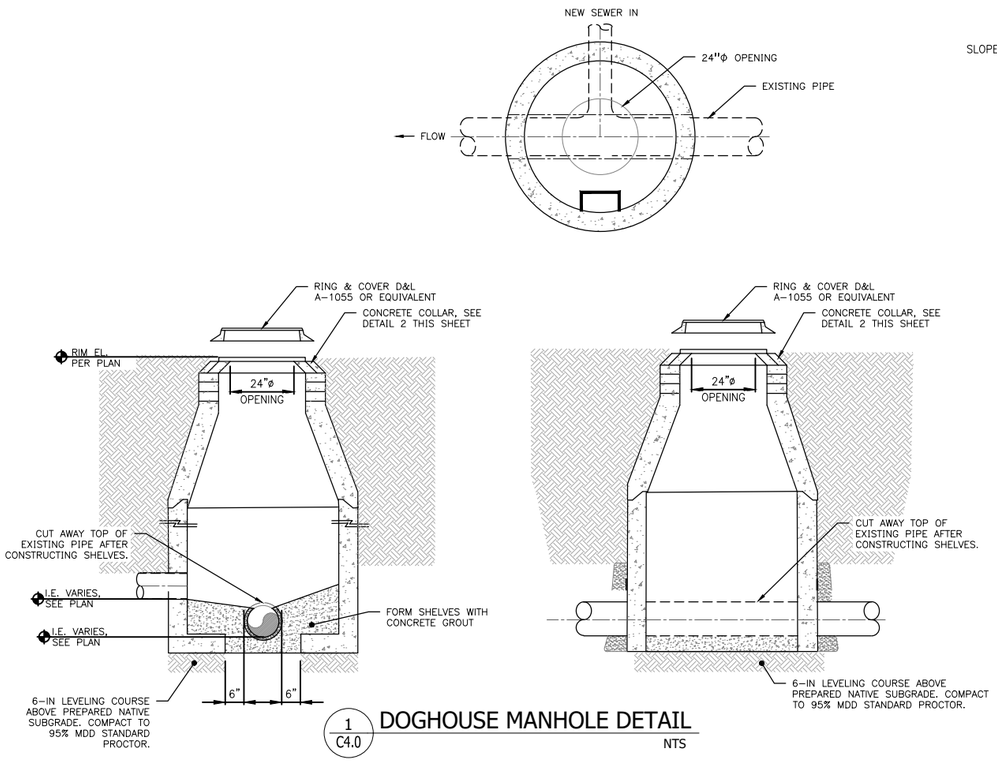
DRAWING TITLE: UTILITY PLAN

JOB TITLE: GLENWOOD COMMERICAL
210-230 NORTH GLENWOOD
JACKSON, WYOMING

DRAWING NO: C3.0

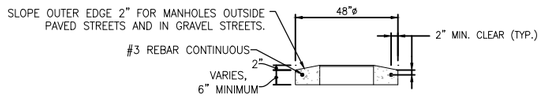
JOB NO: 23-276-03

LAYOUT: UTILITY PLAN#1889 - PRINTER/PC3 - AutoCAD PDF (General Documentation).pc3 - PAGE SETUP ---- - DWG VER 241 - PLOTTED BY: Abby King
DWG NAME: S:\Proj\2023\276-03 (210-230 N Glenwood - Civil\4 Drawings\Civil\210-230 GLENWOOD - UTILITIES.dwg - DATE/TIME: 12/14/2023 9:19:49 AM

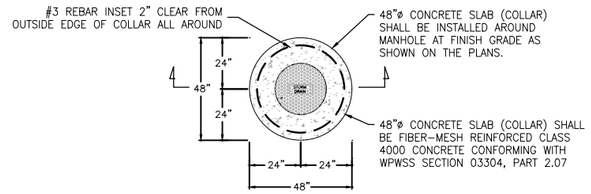


1 C4.0 DOGHOUSE MANHOLE DETAIL

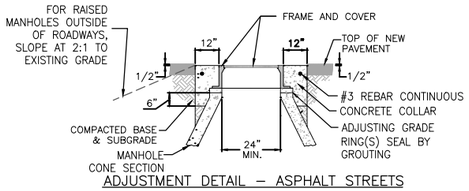
NTS



COVER AND COLLAR SECTION – GRAVEL STREETS AND OTHER



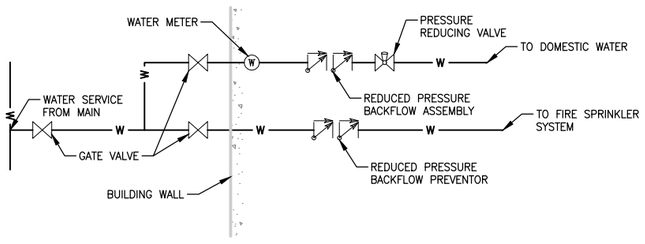
COVER AND COLLAR PLAN



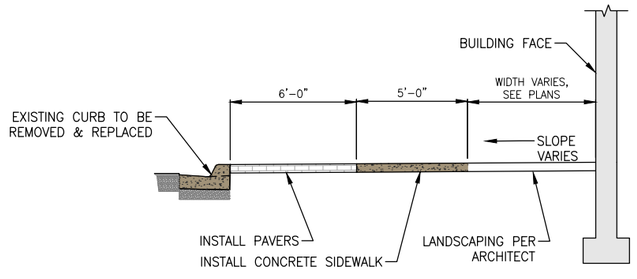
ADJUSTMENT DETAIL – ASPHALT STREETS

NOTE:
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.

2 C4.0 SEWER AND STORM SEWER MANHOLE COLLAR DETAIL



3 C4.0 WATER SERVICE FIRE ENTRY SCHEMATIC DETAIL



4 C4.0 TYPICAL SIDEWALK SECTION: W GILL AVE

NELSON ENGINEERING
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DATE	04/09/24	REV.
SURVEYED	NE	
ENGINEERED	AK	
DRAWN	AK/BJG	
CHECKED	MB	
APPROVED		

DRAWING TITLE: DETAILS

JOB TITLE: GLENWOOD COMMERICAL
210-230 NORTH GLENWOOD
JACKSON, WYOMING

DRAWING NO: C4.0

JOB NO: 23-276-03

LAYOUT: DETAILSHEET3 - PRINTER/PC3: AutoCAD PDF (General Documentation).pc3 - PAGE SETUP: ---- - DWG VER: 24I - PLOTTED BY: Abby King
DWG NAME: S:\Proj\2023\276-03 (210-230 N Glenwood - Civil\4 Drawings\Civil\210-230 GLENWOOD - UTILITIES.dwg - DATE/TIME: 12/14/2023 9:19:49 AM

DEED RESTRICTION

Receiving Property
Transfer of Development Rights for Historic Preservation

This Deed Restriction on two separate Receiving Properties in a Transfer of Development Rights for Historic Preservation ("Deed Restriction") is made this _____ day of _____, 20____ ("Effective Date"), by the undersigned Owner of the Receiving Property ("Owner") and signed by the Planning Director of the Town of Jackson, Wyoming.

RECITALS

WHEREAS, Owner, Pine Tree Corporation, holds fee ownership interest in two individual parcels of real property, located in the Town of Jackson, Wyoming, as more specifically described as follows:

Property 1:

Street Address: 210 N Glenwood Street

Legal Description: Lot 11, Block 1 of the Simpson Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 1, 2009 as Tract Map T-28L.

PIDN: 22-41-16-28-4-07-011

Property 2:

Street Address: 230 N Glenwood Street

Legal Description: Part of Lot 12, Block 1 of the Simpson Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 1, 2009 as Tract Map T-28L.

PIDN: 22-41-16-28-4-07-010

("Receiving Properties")

WHEREAS, the owner of a qualified sending property received Zoning Compliance Verification pursuant to ZCV P23-167 from the Town of Jackson Planning Department approving the transfer of development rights in the form of unused housing credits from a sending property to the Receiving Properties pursuant to the program for the Transfer of Development Rights for Historic Preservation in the Town of Jackson Land Development Regulations ("LDRs") Section 5.9.6.

WHEREAS, the sending property is owned by Old Growth, LLC and is more specifically described as follows:

Street Address: 81 South King Street

Legal Description: Lot 9 of Block 1 of the Cache Creek Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 18, 1905 as Plat No. 102.

PIDN: 22-41-16-34-2-05-009

("Sending Property")

WHEREAS, ZCV No. P23-167 verifies the Sending Property is qualified to transfer unused housing credits pursuant to LDR Section 5.9.6.C.6.a. The Sending Property contains two Registered Historic Resources and has transferrable housing credits in the amount of Eight Thousand Two Hundred Fifty-Five (8,255) square feet of housing credits. The amount of available unused housing credits for transfer is determined by the maximum housing mitigation credits available as a "Retail" housing mitigation rate at the time of transfer.

WHEREAS, ZCV No. P23-167, as amended verifies the Receiving Properties are qualified to receive the floor area pursuant to LDR Section 5.9.6.C.6.b. The Receiving Properties are zoned as Commercial Residential 2 and do not have any significant environmental or developmental constraints. The Receiving Properties do not require a variance to any development standard, nor do they require any additional significant public infrastructure improvements to be paid by the Town of Jackson ("Town") to accommodate a transfer of housing credits.

WHEREAS, the sale or transfer of the unused housing credits is a private transaction between the affected landowners. The Town is not involved in the transaction or in the determination of the value or price of any transferred floor area.

WHEREAS, the two Registered Historic Resources exist on the Sending Property, described as follows: Coe House (P21-236) and Ellen Walker's Smart Shoppe (P23-139).

WHEREAS, the Sending Property has concurrently recorded historic preservation easements on the Sending Property that preserves the Registered Historic Resources in perpetuity to be held by the Teton Trust for Historic Places, or other qualified entity as required by the LDRs.

RESTRICTIONS

NOW THEREFORE, in consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants, and agrees to the following covenants.

SECTION 1. DEVELOPMENT RIGHTS TRANSFERRED TO RECEIVING PROPERTY

Receiving Properties hereby accept the transfer of Eight Thousand (8,000) square feet of housing credits from the Sending Property.

The owner of the Sending Property voluntarily relinquished said development rights in the form of unused housing credits that are severed from the fee interest in and to the Sending Property. Such development rights have been transferred as provided in this Deed Restriction and in the Deed Restriction on the Sending Property in a Transfer of Development Rights for Historic Preservation, each recorded, pursuant to LDR Section 5.9.6.C, as applied for and approved by the Town of Jackson Planning Department in ZCV No. P23-167.

SECTION 2. EFFECT OF TRANSFER OF DEVELOPMENT RIGHTS ON RECEIVING PROPERTIES

The development potential of the Receiving Properties is hereby increased by Eight Thousand (8,000) square feet of housing credits and this increase shall be in addition to the maximum allowable housing credits in the LDRs as applicable to the Receiving Properties.

All other effects, rights, and usage of the transferred floor area on the Receiving Properties are set forth in LDR Section 5.9.6.

SECTION 3. NO DEVELOPMENT RIGHTS CREATED OR VESTING OF TRANSFERRED FLOOR AREA

The transfer of housing credits does not guarantee a development right or create a vested right on the Receiving Properties. The transferred housing credits are vested only after an approved development permit or building permit is issued that includes the transferred housing credits and demonstrates compliance with all applicable LDRs.

SECTION 4. RECORDING OF DEED RESTRICTION

Owner, at its cost, shall promptly record this Deed Restriction in the Office of the Teton County Clerk, which must be recorded concurrently with the deed restriction and the historic preservation easement on the Sending Property.

SECTON 5. BUILDING PERMIT ISSUANCE

No building permit for the Receiving Properties that includes any of the transferred housing credits shall be issued prior to recordation of this Deed Restriction, the recordation of the deed restriction on the Sending Property, and the recordation of the historic preservation easements on the Sending Property.

SECTION 6. NO LEGAL ACTION

No owner, prospective purchaser, or other party shall have the right to sue or bring other legal process against the Town or any person affiliated with the Town arising out of this Deed Restriction, and neither shall the Town have any liability to any person aggrieved by the decision of the Town regarding any matter relating to this Deed Restriction.

SECTION 7. MODIFICATION OR TERMINATION OF DEED RESTRICTION

This Deed Restriction may not be modified or terminated.

SECTION 8. MODIFICATION TO TRANSFER OF HOUSING CREDITS

Any proposed modification to the transfer of housing credits, such as increasing or decreasing the amount transferred or re-transferring the housing credits, shall require the approval of a new ZCV and recordation of a new and separate deed restriction.

SECTION 9. RESTRICTIONS AS COVENANT

These restrictions shall constitute covenants running with the land, as a burden thereon, and shall be binding upon, and inure to the benefit of, all parties having any right, title, or interest in the land, or any part thereof, their heirs, devisees, successors, administrators, and assigns, and shall inure to the benefit of and shall be enforceable by the Town and the Sending Property.

SECTION 10. CHOICE OF LAW, FORUM

These restrictions shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties

hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with these restrictions, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming.

SECTION 11. SEVERABILITY

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

SECTION 12. SECTION HEADINGS

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

SECTION 13. WAIVER

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

SECTION 14. INDEMNIFICATION

Owner and any subsequent owner shall indemnify, defend, and hold the Town, and the Town's directors, officers, agents, and employees, harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury from a breach of any provision of these restrictions. Owner waives any and all such claims against the Town.

SECTION 15. GOVERNMENTAL IMMUNITY

The Town does not waive governmental immunity through these restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

SECTION 16. AUTHORIZATION

Each party signing below warrants to the other parties, that they have the full power and authority to execute this document on behalf of the party for whom they sign.

[*Remainder of Page Intentionally Blank*]

_____ _____

Signature of Owner Date

_____

Name printed

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20____, the foregoing instrument was acknowledged before me by _____, as _____a Wyoming limited liability company.

_____

Notary Public

My commission expires:_____

_____ _____

Signature of Town of Jackson Planning Director Date

_____

Name printed

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20____, the foregoing instrument was acknowledged before me by above signee.

_____

Notary Public

My commission expires:_____

DEED RESTRICTION

Sending Property
Transfer of Development Rights for Historic Preservation

This Deed Restriction on the Sending Property in a Transfer of Development Rights for Historic Preservation ("Deed Restriction") is made this _____ day of _____, 20____ ("Effective Date"), by the undersigned Owner of the Sending Property ("Owner"), and signed by the Planning Director of the Town of Jackson, Wyoming.

RECITALS

WHEREAS, the Town of Jackson Planning Department approved a Zoning Compliance Verification, ZCV No. P23-167, to the owner of a sending property approving the transfer of development rights in the form of unused housing credits from a sending property to two individual receiving properties pursuant to the program for the Transfer of Development Rights for Historic Preservation in the Town of Jackson Land Development Regulations ("LDRs") Section 5.9.6.

WHEREAS, Owner, Old Growth, LLC, holds fee ownership interest in real property, located in the Town of Jackson, Wyoming, as more specifically described as follows:

Street Address: 81 South King Street

Legal Description: Lot 9 of Block 1 of the Cache Creek Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 18, 1905 as Plat No. 102.

PIDN: 22-41-16-34-2-05-009

("Sending Property")

WHEREAS, the receiving properties are owned by Pine Tree Corporation and the properties are more fully described as follows:

Property 1:

Street Address: 210 N Glenwood Street

Legal Description: Lot 11, Block 1 of the Simpson Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 1, 2009 as Tract Map T-28L.

PIDN: 22-41-16-28-4-07-011

Property 2:

Street Address: 230 N Glenwood Street

Legal Description: Part of Lot 12, Block 1 of the Simpson Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 1, 2009 as Tract Map T-28L.

PIDN: 22-41-16-28-4-07-010

("Receiving Properties")

WHEREAS, ZCV No. P23-167 verifies the Sending Property is qualified to transfer unused housing credits pursuant to LDR Section 5.9.6.C.6.a. The Sending Property contains a Registered Historic Resource, and it currently has transferrable housing credits in the amount of Eight Thousand Two Hundred Fifty-Five (8,255) square feet of unused housing credits. The amount of available unused housing credits for transfer is determined by the maximum housing mitigation credits available as a "Retail" housing mitigation rate at the time of transfer.

WHEREAS, ZCV No. P23-167, as amended, verifies the Receiving Properties are qualified to receive the floor area pursuant to LDR Section 5.9.6.C.6.b. The Receiving Properties are zoned as Commercial Residential 2 and do not have any significant environmental or developmental constraints. The Receiving Properties do not require a variance to any development standard, nor do they require any additional significant public infrastructure improvements to be paid by the Town of Jackson ("Town") to accommodate a transfer of housing credits.

WHEREAS, the sale or transfer of the unused housing credit is a private transaction between the affected landowners. The Town is not involved in the transaction or in the determination of the value or price of any transferred housing credit.

WHEREAS, the two Registered Historic Resources on the Sending Property are described as follows: Coe House (P21-236) and Ellen Walker's Smart Shoppe (P23-139).

WHEREAS, the Sending Property has concurrently recorded historic preservation easements on the Sending Property that preserves the Registered Historic Resources in perpetuity to be held by the Teton Trust for Historic Places, or other qualified entity as required by the LDRs.

RESTRICTIONS

NOW THEREFORE, in consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself to the following covenants.

SECTION 1. DEVELOPMENT RIGHTS TRANSFERRED FROM SENDING PROPERTY

Sending Property hereby transfers Eight Thousand (8,000) square feet of housing credits to the Receiving Properties.

Owner voluntarily relinquishes said development rights in the form of unused housing credits that are hereby severed from the fee interest in and to the Sending Property. Such development rights have been transferred as provided in this Deed Restriction and in the Deed Restriction on the Receiving Properties in a Transfer of Development Rights for Historic Preservation, each recorded, pursuant to LDR Section 5.9.6.C, as applied for and approved by the Town of Jackson Planning Department ZCV P23-167.

SECTION 2. EFFECT OF TRANSFER OF DEVELOPMENT RIGHTS ON SENDING PROPERTY

The development potential of the Sending Property is hereby reduced by Eight Thousand (8,000) square feet of housing credits and this reduction shall be subtracted from the amount of available housing credits on the Sending Property as determined by ZCV No. P23-167. The Sending Property retains Two Hundred Fifty-Five (255) square feet of unused housing credits following this transfer of housing credits to the Receiving Properties. This remaining housing credits on the Sending Property are available to be used for future development on the Sending Property or for future housing credit transfers, pursuant to the LDRs, as amended from time to time. In the event the LDRs allowing for the Transfer of Development Rights is repealed, this Sending Property's right to transfer unused housing credits will expire 25 years from the date of the repeal.

SECTION 3. NO DEVELOPMENT RIGHTS CREATED OR VESTING OF TRANSFERRED FLOOR AREA

The transfer of housing credits does not guarantee a development right or create a vested right on the Receiving Properties. The transferred housing credits are vested only after an approved development permit or building permit is issued that includes the transferred housing credits and demonstrates compliance with all applicable LDRs.

SECTION 4. RECORDING OF DEED RESTRICTION

Owner, at its cost, shall promptly record this Deed Restriction in the Office of the Teton County Clerk, and it shall be recorded concurrently with the historic preservation easement and the deed restriction on the Receiving Properties.

SECTION 5. NO LEGAL ACTION

No owner, prospective purchaser, or other party shall have the right to sue or bring other legal process against the Town or any person affiliated with the Town arising out of this Deed Restriction, and neither shall the Town have any liability to any person aggrieved by the decision of the Town regarding any matter relating to this Deed Restriction.

SECTION 6. MODIFICATION AND TERMINATION OF DEED RESTRICTION

This Deed Restriction may not be modified or terminated.

SECTION 7. MODIFICATION TO TRANSFER OF HOUSING CREDITS

Any proposed modification to the transfer of floor area, such as increasing or decreasing the amount transferred or re-transferring the floor area, shall require the approval of a new ZCV and recordation of a new and separate deed restriction.

SECTION 8. RESTRICTIONS AS COVENANT

These restrictions shall constitute covenants running with the land, as a burden thereon, and shall be binding upon, and inure to the benefit of, all parties having any right, title, or interest in the land, or any part thereof, their heirs, devisees, successors, administrators, and assigns, and shall inure to the benefit of and shall be enforceable by the Town and the Receiving Properties.

SECTION 9. CHOICE OF LAW, FORUM

These restrictions shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with these restrictions, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming.

SECTION 10. SEVERABILITY

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

SECTION 11. SECTION HEADINGS

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

SECTION 12. WAIVER

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

SECTION 13. INDEMNIFICATION

Owner and any subsequent owner shall indemnify, defend, and hold the Town, and the Town's directors, officers, agents, and employees, harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury from a breach of any provision of these restrictions. Owner waives any and all such claims against the Town.

SECTION 14. GOVERNMENTAL IMMUNITY

The Town does not waive governmental immunity through these restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

SECTION 15. AUTHORIZATION

Each party signing below warrants to the other parties, that they have the full power and authority to execute this document on behalf of the party for whom they sign.

[*Remainder of Page Intentionally Blank*]

_____ _____

Signature of Owner Date

_____

Name printed

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20____, the foregoing instrument was acknowledged before me by _____, as _____a Wyoming limited liability company.

_____

Notary Public

My commission expires:_____

_____ _____

Signature of Town of Jackson Planning Director Date

_____

Name printed

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20____, the foregoing instrument was acknowledged before me by above signee.

_____

Notary Public

My commission expires:_____

GRANTOR: PINE TREE CORPORATION
GRANTEE: THE PUBLIC
Doc 1079154 Filed At 11:34 ON 04/05/24
Maureen Murphy Teton County Clerk fees: 24.00
By Corrina Dorman Deputy Clerk

DEED RESTRICTION

Receiving Property
Transfer of Development Rights for Historic Preservation

This Deed Restriction on two separate Receiving Properties in a Transfer of Development Rights for Historic Preservation ("Deed Restriction") is made this 5 day of APRIL, 20 24 ("Effective Date"), by the undersigned Owner of the Receiving Property ("Owner") and signed by the Planning Director of the Town of Jackson, Wyoming.

RECITALS

WHEREAS, Owner, Pine Tree Corporation, holds fee ownership interest in two individual parcels of real property, located in the Town of Jackson, Wyoming, as more specifically described as follows:

Property 1:

Street Address: 210 N Glenwood Street

Legal Description: Lot 11, Block 1 of the Simpson Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 1, 2009 as Tract Map T-28L.

PIDN: 22-41-16-28-4-07-011

Property 2:

Street Address: 230 N Glenwood Street

Legal Description: Part of Lot 12, Block 1 of the Simpson Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 1, 2009 as Tract Map T-28L.

PIDN: 22-41-16-28-4-07-010

("Receiving Properties")

WHEREAS, the owner of a qualified sending property received Zoning Compliance Verification pursuant to ZCV P23-167 from the Town of Jackson Planning Department approving the transfer of development rights in the form of unused floor area from a sending property to the Receiving Properties pursuant to the program for the Transfer of Development Rights for Historic Preservation in the Town of Jackson Land Development Regulations ("LDRs") Section 5.9.6.

WHEREAS, the sending property is owned by Old Growth, LLC and is more specifically described as follows:

Street Address: 81 South King Street

Legal Description: Lot 9 of Block 1 of the Cache Creek Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 18, 1905 as Plat No. 102.

PIDN: 22-41-16-34-2-05-009

("Sending Property")

WHEREAS, ZCV No. P23-167 verifies the Sending Property is qualified to transfer unused floor area pursuant to LDR Section 5.9.6.C.6.a. The Sending Property contains two Registered Historic Resources and has transferrable floor area in the amount of Eight Thousand Two Hundred Fifty-Five (8,255) square feet of Non-Residential floor area.

WHEREAS, ZCV No. P23-167, as amended verifies the Receiving Properties are qualified to receive the floor area pursuant to LDR Section 5.9.6.C.6.b. The Receiving Properties are zoned as Commercial Residential 2 and do not have any significant environmental or developmental constraints. The Receiving Properties do not require a variance to any development standard, nor do they require any additional significant public infrastructure improvements to be paid by the Town of Jackson ("Town") to accommodate a transfer of floor area.

WHEREAS, the sale or transfer of the unused floor area is a private transaction between the affected landowners. The Town is not involved in the transaction or in the determination of the value or price of any transferred floor area.

WHEREAS, the two Registered Historic Resources exist on the Sending Property, described as follows: Coe House (P21-236) and Ellen Walker's Smart Shoppe (P23-139).

WHEREAS, the Sending Property has concurrently recorded historic preservation easements on the Sending Property that preserves the Registered Historic Resources in perpetuity to be held by the Teton Trust for Historic Places, or other qualified entity as required by the LDRs.

RESTRICTIONS

NOW THEREFORE, in consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants, and agrees to the following covenants.

SECTION 1. DEVELOPMENT RIGHTS TRANSFERRED TO RECEIVING PROPERTY
Receiving Properties hereby accept the transfer of Eight Thousand (8,000) square feet of Non-Residential floor area from the Sending Property.

The owner of the Sending Property voluntarily relinquished said development rights in the form of unused floor area that are severed from the fee interest in and to the Sending Property. Such development rights have been transferred as provided in this Deed Restriction and in the Deed Restriction on the Sending Property in a Transfer of Development Rights for Historic Preservation, each recorded, pursuant to LDR Section 5.9.6.C, as applied for and approved by the Town of Jackson Planning Department in ZCV No. P23-167.

SECTION 2. EFFECT OF TRANSFER OF DEVELOPMENT RIGHTS ON RECEIVING PROPERTIES
The development potential of the Receiving Properties are hereby increased by Eight Thousand (8,000) square feet of Non-Residential floor area and this increase shall be in addition to the maximum allowable floor area in the LDRs as applicable to the Receiving Properties.

All other effects, rights, and usage of the transferred floor area on the Receiving Properties are set forth in LDR Section 5.9.6.

SECTION 3. NO DEVELOPMENT RIGHTS CREATED OR VESTING OF TRANSFERRED FLOOR AREA
The transfer of floor area does not guarantee a development right or create a vested right on the Receiving Properties. The transferred floor area is vested only after an approved development permit or building permit is issued that includes the transferred floor area and demonstrates it can fit on the Receiving Properties while complying with all applicable LDRs.

SECTION 4. RECORDING OF DEED RESTRICTION
Owner, at its cost, shall promptly record this Deed Restriction in the Office of the Teton County Clerk, which must be recorded concurrently with the deed restriction and the historic preservation easement on the Sending Property.

SECTON 5. BUILDING PERMIT ISSUANCE
No building permit for the Receiving Properties that includes any of the transferred floor area shall be issued prior to recordation of this Deed Restriction, the recordation of the deed restriction on the Sending Property, and the recordation of the historic preservation easements on the Sending Property.

SECTION 6. NO LEGAL ACTION
No owner, prospective purchaser, or other party shall have the right to sue or bring other legal process against the Town or any person affiliated with the Town arising out of this Deed Restriction, and neither shall the Town have any liability to any person aggrieved by the decision of the Town regarding any matter relating to this Deed Restriction.

SECTION 7. MODIFICATION AND TERMINATION OF DEED RESTRICTION
This Deed Restriction may not be modified or terminated.

SECTION 8. MODIFICATION TO TRANSFER OF FLOOR AREA
Any proposed modification to the transfer of floor area, such as increasing or decreasing the amount transferred or re-transferring the floor area, shall require the approval of a new ZCV and recordation of a new and separate deed restriction.

SECTION 9. RESTRICTIONS AS COVENANT
These restrictions shall constitute covenants running with the land, as a burden thereon, and shall be binding upon, and inure to the benefit of, all parties having any right, title, or interest in the land, or any part thereof, their heirs, devisees, successors, administrators, and assigns, and shall inure to the benefit of and shall be enforceable by the Town and the Sending Property.

SECTION 10. CHOICE OF LAW, FORUM
These restrictions shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in

connection with these restrictions, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming.

SECTION 11. SEVERABILITY

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

SECTION 12. SECTION HEADINGS

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

SECTION 13. WAIVER

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

SECTION 14. INDEMNIFICATION

Owner and any subsequent owner shall indemnify, defend, and hold the Town, and the Town's directors, officers, agents, and employees, harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury from a breach of any provision of these restrictions. Owner waives any and all such claims against the Town.

SECTION 15. GOVERNMENTAL IMMUNITY

The Town does not waive governmental immunity through these restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

SECTION 16. AUTHORIZATION

Each party signing below warrants to the other parties, that they have the full power and authority to execute this document on behalf of the party for whom they sign.

[*Remainder of Page Intentionally Blank*]

Signature of Owner

3/15/24
Date

Sadek Darwiche
Name printed

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the 15 day of March, 2024, the foregoing instrument was acknowledged before me by Sadek Darwiche, as President a Wyoming limited liability company.

TRAVIS GROS
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 156633
MY COMMISSION EXPIRES: 04/01/2028

Notary Public

My commission expires: April 1, 2028

Signature of Town of Jackson
Planning Director

2/8/24
Date

Paul Anthony
Name printed

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the 8th day of February, 2024, the foregoing instrument was acknowledged before me by above signee.

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Notary Public

My commission expires: 10/06/2027

GRANTOR: OLD GROWTH LLC
GRANTEE: THE PUBLIC
Doc 1079153 Filed At 11:30 ON 04/05/24
Maureen Murphy Teton County Clerk fees: 24.00
By Corrina Dorman Deputy Clerk

DEED RESTRICTION

Sending Property
Transfer of Development Rights for Historic Preservation

This Deed Restriction on the Sending Property in a Transfer of Development Rights for Historic Preservation ("Deed Restriction") is made this 5 day of APRIL, 2024 ("Effective Date"), by the undersigned Owner of the Sending Property ("Owner"), and signed by the Planning Director of the Town of Jackson, Wyoming.

RECITALS

WHEREAS, the Town of Jackson Planning Department approved a Zoning Compliance Verification, ZCV No. P23-167, to the owner of a sending property approving the transfer of development rights in the form of unused floor area from a sending property to two individual receiving properties pursuant to the program for the Transfer of Development Rights for Historic Preservation in the Town of Jackson Land Development Regulations ("LDRs") Section 5.9.6.

WHEREAS, Owner, Old Growth, LLC, holds fee ownership interest in real property, located in the Town of Jackson, Wyoming, as more specifically described as follows:

Street Address: 81 South King Street

Legal Description: Lot 9 of Block 1 of the Cache Creek Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 18, 1905 as Plat No. 102.

PIDN: 22-41-16-34-2-05-009

("Sending Property")

WHEREAS, the receiving properties are owned by Pine Tree Corporation and the properties are more fully described as follows:

Property 1:

Street Address: 210 N Glenwood Street

Legal Description: Lot 11, Block 1 of the Simpson Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 1, 2009 as Tract Map T-28L.

PIDN: 22-41-16-28-4-07-011

Property 2:

Street Address: 230 N Glenwood Street

Legal Description: Part of Lot 12, Block 1 of the Simpson Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 1, 2009 as Tract Map T-28L.

PIDN: 22-41-16-28-4-07-010

("Receiving Properties")

WHEREAS, ZCV No. P23-167 verifies the Sending Property is qualified to transfer unused floor area pursuant to LDR Section 5.9.6.C.6.a. The Sending Property contains a Registered Historic Resource, and it currently has transferrable floor area in the amount of Eight Thousand Two Hundred Fifty-Five (8,255) square feet of Non-Residential floor area. The amount of available unused floor area for transfer is determined by the maximum allowed FAR at the time of transfer.

WHEREAS, ZCV No. P23-167, as amended, verifies the Receiving Properties are qualified to receive the floor area pursuant to LDR Section 5.9.6.C.6.b. The Receiving Properties are zoned as Commercial Residential 2 and does not have any significant environmental or developmental constraints. The Receiving Properties do not require a variance to any development standard, nor do they require any additional significant public infrastructure improvements to be paid by the Town of Jackson ("Town") to accommodate a transfer of floor area.

WHEREAS, the sale or transfer of the unused floor area is a private transaction between the affected landowners. The Town is not involved in the transaction or in the determination of the value or price of any transferred floor area.

WHEREAS, the two Registered Historic Resources on the Sending Property are described as follows: Coe House (P21-236) and Ellen Walker's Smart Shoppe (P23-139).

WHEREAS, the Sending Property has concurrently recorded historic preservation easements on the Sending Property that preserves the Registered Historic Resources in perpetuity to be held by the Teton Trust for Historic Places, or other qualified entity as required by the LDRs.

RESTRICTIONS

NOW THEREFORE, in consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself to the following covenants.

SECTION 1. DEVELOPMENT RIGHTS TRANSFERRED FROM SENDING PROPERTY
Sending Property hereby transfers Eight Thousand (8,000) square feet of Non-Residential floor area to the Receiving Properties.

Owner voluntarily relinquishes said development rights in the form of unused floor area that are hereby severed from the fee interest in and to the Sending Property. Such development rights have been transferred as provided in this Deed Restriction and in the Deed Restriction on the Receiving Properties in a Transfer of Development Rights for Historic Preservation, each recorded, pursuant to LDR Section 5.9.6.C, as applied for and approved by the Town of Jackson Planning Department ZCV P23-167.

SECTION 2. EFFECT OF TRANSFER OF DEVELOPMENT RIGHTS ON SENDING PROPERTY

The development potential of the Sending Property is hereby reduced by Eight Thousand (8,000) square feet of Non-Residential floor area and this reduction shall be subtracted from the amount of floor area on the Sending Property as determined by ZCV No. P23-167. The Sending Property retains Two Hundred Fifty-Five (255) square feet of floor area following this transfer of floor area to the Receiving Properties. This remaining floor area on the Sending Property is available to be used for future development on the Sending Property or for future floor area transfers, pursuant to the LDRs, as amended from time to time. In the event the LDRs allowing for the Transfer of Development Rights is repealed, this Sending Property's right to transfer unused floor area will expire 25 years from the date of the repeal.

SECTION 3. NO DEVELOPMENT RIGHTS CREATED OR VESTING OF TRANSFERRED FLOOR AREA

The transfer of floor area does not guarantee a development right or create a vested right on the Receiving Properties. The transferred floor area is vested only after an approved development permit or building permit is issued that includes the transferred floor area and demonstrates it can fit on the Receiving Properties while complying with all applicable LDRs.

SECTION 4. RECORDING OF DEED RESTRICTION

Owner, at its cost, shall promptly record this Deed Restriction in the Office of the Teton County Clerk, and it shall be recorded concurrently with the historic preservation easement and the deed restriction on the Receiving Properties.

SECTION 5. NO LEGAL ACTION

No owner, prospective purchaser, or other party shall have the right to sue or bring other legal process against the Town or any person affiliated with the Town arising out of this Deed Restriction, and neither shall the Town have any liability to any person aggrieved by the decision of the Town regarding any matter relating to this Deed Restriction.

SECTION 6. MODIFICATION AND TERMINATION OF DEED RESTRICTION

This Deed Restriction may not be modified or terminated.

SECTION 7. MODIFICATION TO TRANSFER OF FLOOR AREA

Any proposed modification to the transfer of floor area, such as increasing or decreasing the amount transferred or re-transferring the floor area, shall require the approval of a new ZCV and recordation of a new and separate deed restriction.

SECTION 8. RESTRICTIONS AS COVENANT

These restrictions shall constitute covenants running with the land, as a burden thereon, and shall be binding upon, and inure to the benefit of, all parties having any right, title, or interest in the land, or any part thereof, their heirs, devisees, successors, administrators, and assigns, and shall inure to the benefit of and shall be enforceable by the Town and the Receiving Properties.

SECTION 9. CHOICE OF LAW, FORUM

These restrictions shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with these restrictions, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming.

SECTION 10. SEVERABILITY

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

SECTION 11. SECTION HEADINGS

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

SECTION 12. WAIVER

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

SECTION 13. INDEMNIFICATION

Owner and any subsequent owner shall indemnify, defend, and hold the Town, and the Town's directors, officers, agents, and employees, harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury from a breach of any provision of these restrictions. Owner waives any and all such claims against the Town.

SECTION 14. GOVERNMENTAL IMMUNITY

The Town does not waive governmental immunity through these restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

SECTION 15. AUTHORIZATION

Each party signing below warrants to the other parties, that they have the full power and authority to execute this document on behalf of the party for whom they sign.

[*Remainder of Page Intentionally Blank*]

John J Holland 2/9/24

Signature of Owner Date

JOHN HOLLAND
MANAGING MEMBER
OLD GROWTH, LLC

Name printed

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the 9th day of February, 2024, the foregoing instrument was acknowledged before me by John Holland, as managing member a Wyoming limited liability company.

LESLIE PASTEN
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 165976
MY COMMISSION EXPIRES: 09/14/2027

L. Pasten

Notary Public

My commission expires: 9/14/27

Paul Anthony 2/8/24

Signature of Town of Jackson Planning Director Date

Paul Anthony

Name printed

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the 8th day of February, 2024, the foregoing instrument was acknowledged before me by above signee.

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst

Notary Public

My commission expires: 10/06/2027

GRANTOR: OLD GROWTH LLC
GRANTEE: TETON TRUST FOR HISTORIC PLACES
Doc 1079151 Filed At 11:28 ON 04/05/24
Maureen Murphy Teton County Clerk fees: 147.00
By Corrina Dorman Deputy Clerk

ELLEN WALKER SMART SHOPPE
HISTORIC PRESERVATION EASEMENT
81 SOUTH KING STREET, JACKSON, WYOMING
JACKSON HISTORIC REGISTER P23-139

THIS HISTORIC PRESERVATION EASEMENT (this "**Easement**") is made to be effective on the date that it is recorded in the land records in the Office of the Clerk of Teton County, Wyoming (the "**Effective Date**") by and between Old Growth, LLC, a Wyoming limited liability company, and its successors and assigns (the "**Grantor**") and the Teton Trust for Historic Places, a Wyoming nonprofit corporation, and its successors and assigns (the "**Grantee**").

RECITALS:

WHEREAS, Grantor is owner in fee simple of certain real property located at 81 South King Street in the Town of Jackson, Teton County, Wyoming, including the airspace above and ground beneath the described real property legally described as Lot 9 of Block 1 of the Cache Creek Addition to the Town of Jackson, Teton County, Wyoming according to that Plat recorded in the office of the Teton County Clerk on July 18, 1905, as Plat No. 102 (PIDN 22-41-16-34-2-05-009) (the "**Property**");

WHEREAS, the Property contains a structure commonly known as the Ellen Walker Smart Shoppe as more particularly described in Town of Jackson, Jackson Historic Register application P23-139 and within Jackson Historic Register Survey (the "**Building**"), and a buffer area around the structure (the "**Buffer Area**"), as each are shown on the map attached hereto as **Exhibit "A"** and incorporated herein by this reference (the Building and Buffer Area together shall be referred to hereinafter as the "**Easement Area**");

WHEREAS, Grantee is authorized to accept preservation easements to protect the historical, architectural, archeological or cultural aspects of real property and the improvements thereon that are significant in national, state or local history and culture under the provisions of the Historic Preservation Rights provisions adopted by the Wyoming Legislature, Wyo. Stat. Ann. Sections 34-1-301 to -304 (the "**Act**");

WHEREAS, the Easement Area has architectural, historic, and/or cultural values of significance further described in **Exhibit "B**," attached hereto and incorporated herein by reference (the "**Preservation Values**");

WHEREAS, the Building is a Registered Historic Resource pursuant to the Land Development Regulations of the Town of Jackson, Wyoming and is on the Jackson Historic Register;

WHEREAS, as a result of the recordation of this Easement, the Property is entitled to utilize certain Incentives for Historic Preservation as provided for in Town of Jackson Land Development Regulations effective February 1, 2021, as amended (the "**LDR**"), and more fully described in LDR Division 5.9;

WHEREAS, the Grantee and Grantor both desire that the Easement Area retain its Preservation Values, while being adapted and altered, where necessary, to provide for contemporary uses;

WHEREAS, a set of photographs documenting the condition of the Easement Area as of the recordation of this Easement are available on file with the Grantee, and a list of such photographs is attached hereto as **Exhibit "C"** and incorporated herein by reference (the "**Baseline Documentation**");

WHEREAS, the grant of a preservation easement by Grantor to Grantee on the Easement Area will assist in preserving and maintaining the Easement Area and its architectural, historic, and cultural features for the benefit of the people of the Town of Jackson, the State of Wyoming, and the United States of America; and

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to accept this Easement in gross in perpetuity on the Easement Area pursuant to the Act.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and the foregoing recitals that are incorporated herein by this reference, Grantor does hereby voluntarily grant and convey unto the Grantee a preservation easement in gross in perpetuity over the Easement Area, as more particularly set forth herein.

1. **Purpose.** It is the purpose of this Easement to protect the Preservation Values in perpetuity and to prevent any use or change of the Property that will significantly impair or interfere with the Property's Preservation Values (the "**Purpose**").

2. **Grant.** The Grantor grants to Grantee a historic preservation easement on, over and under the Easement Area on the terms and conditions contained herein. For the sake of clarity, none of the restrictions contained in this Easement apply to any portion of the Property outside of the Easement Area. The restrictions of this Easement only apply to the Easement Area.

3. **Grantor's Covenants**

3.1 **Covenant to Maintain.**

(a) Grantor covenants and agrees that Grantor will, at Grantor's sole cost, at all times continuously maintain the Easement Area in the same or better condition and state of repair as that existing on the Effective Date in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (herein after the **"Secretary's Standards"**) as the same may be amended, supplemented or replaced from time to time, so as to preserve the historical integrity of the Easement Area as to location, design, setting, materials, workmanship, feeling and association. Grantor's obligation to maintain shall require replacement, repair, and/or

reconstruction by Grantor whenever necessary to preserve the Easement Area in the same or better structural condition and state of repair as that existing on the date of this Easement.

(b) Grantor's obligation to maintain shall also require that the Buffer Area and Building be maintained in good/better appearance than existed on the Effective Date.

(c) Subject to the casualty provisions of Paragraphs 7 and 8, the obligation to maintain shall require replacement, repair, and/or reconstruction whenever necessary in accordance with the standards stated in Paragraph 5.

3.2 **Prohibited Activities.** The following acts or uses are expressly forbidden on, over, or under the Easement Area:

(a) The Building and protected features set forth in the Baseline Documentation shall not be demolished, removed, or razed except as provided in Paragraphs 7 and 8.

(b) Nothing shall be erected or allowed to grow on or onto the Easement Area that would impair the visibility of the east façade of the Building from the South King Street street level. This restriction shall only apply to the views perpendicular (in west projections) to the Easement Area, and not those portions of the Property which are not part of the Easement Area

(c) The Easement Area shall not be divided or subdivided in law or in fact, and the Easement Area shall not be devised or conveyed except as a single lot of real property. However, the Property may be subdivided so long as (i) the Easement Area remains intact as or within a single lot of real property, and (ii) the Easement Area remains visible from the South King Street street level as set forth in the preceding section. For the purposes of this Easement, the term "subdivision" shall mean a legal division of land creating one or more parcels out of the Property.

(d) The dumping of trash, rubbish, ashes, or any other unsightly or offensive materials is prohibited on the Easement Area.

4. Grantor's Conditional Rights Subject to Approval

4.1 **Conditional Rights Requiring Approval by Grantee.** Grantor is prohibited from taking the following actions except with the prior express written approval of the Grantee, which approval may be withheld or conditioned in the reasonable discretion of Grantee:

(a) Grantor shall not increase or decrease the height of, make additions to, change the exterior construction materials or colors of, or move, improve, alter, reconstruct, or change the exterior appearance, elevations (including fenestration) and roof of the Building. Notwithstanding the foregoing, reasonable alteration and additions to the rear (north- and west-facing) elevations may be permitted upon review and reasonable approval of Grantee provided that such alteration meets the Secretary's Standards and does not affect the rooflines or the appearance of the Preservation Values as visible from the South King Street street level.

(b) Grantor shall not change the interior floor plan in any manner that would alter the exterior appearance of the Building, including without limitation altering the flow of the building so that the primary entrance is no longer the front door to the Building.

(c) Grantor shall not erect or place on the Easement Area any additional buildings or structures, including but not limited to, sheds, barns, similar ancillary structures, and non-building structures such as above-ground utility transmission lines (subject to utility easements already recorded or replacement of lines in place as of the date of this Easement), satellite receiving dishes, antennas, cellular communications transmitters, or similar electronic frequency receiving or emitting devices, flagpoles, fences, walls, wind turbines, solar panels or other similar devices, tents of longer duration than 30 days, mobile homes or trailers, dumpsters (other than one dumpster for garbage and one dumpster for cardboard recycling, both of which shall be placed within an enclosure to the rear of the Building to screen the dumpsters from view), storage containers, camping accommodations, or other similar temporary structures visible on the Easement Area.

(d) Grantor shall not erect or allow to be erected any external signs or external advertisements within the Easement Area except: (i) a plaque not exceeding 24 inches by 24 inches in size giving notice of the significance of the Building and the existence of this Easement; (ii) signs stating solely the name and/or address of the Property and owner or business operated at the Property in compliance with Town of Jackson Land Development Regulations; and (iii) a temporary sign to advertise the sale or rental of the Property.

(e) Grantor shall not make substantial topographical changes within the Easement Area, such as, by example, excavation for the construction of ponds or berms.

(f) Grantor shall not cut down or remove live trees located in the Easement Area unless diseased or damaged, or a threat to the public, the Building or other protected features or other improvements on the Property, as determined in the reasonable discretion of the Grantee. Grantee may require, at Grantor's expense, a professional arborist's report as a condition of reviewing any request to remove live trees.

4.2 **Review of Grantor's Requests for Approval.**

(a) Pursuant to Paragraph 4.1, Grantor shall submit in writing to Grantee for Grantee's approval information (including plans, specifications, and designs where appropriate) together with a specific request identifying the proposed activity. Grantee may, but shall not be required to, develop forms and submittal standards for use by Grantor in making any such request. In addition, Grantor shall also submit to Grantee a timetable for the proposed activity which is sufficient to permit Grantee to monitor such activity. Grantor shall not make changes or take any action that is subject to the approval of Grantee unless expressly authorized in writing by an authorized representative of Grantee. Within seven (7) business days of Grantor's submittal, Grantee shall review the materials submitted and notify the Grantor whether the submittal contains sufficient information to enable Grantee to perform its review (the "**Sufficiency Determination**").

If the materials submitted are not reasonably sufficient for Grantee to perform its review, Grantor shall resubmit the further materials required and the timeline for the Sufficiency Determination shall begin anew upon such further submittal.

(b) Grantee reserves the right to consult with governmental agencies, nonprofit preservation and conservation organizations, and/or other advisors deemed appropriate by the Grantee, concerning the appropriateness of any activity proposed under this Easement.

(c) All approval rights of the Grantee shall be exercised in the reasonable discretion of Grantee. Grantee agrees to use its reasonable efforts to provide an initial response to any written request of Grantor not later than ten (10) business days following the Sufficiency Determination if the request pertains to a minor repair or alteration to the Easement Area, such as the replacement of a window or door or repainting the Building or altering the grass or pavement in the Buffer Area; and not later than forty-five (45) calendar days following the Sufficiency Determination if the request pertains to a major remodel, addition or re-construction; *provided, however*, that none of the foregoing shall prohibit Grantor from undertaking temporary repairs on an emergency basis as necessary to preserve the Easement Area or other improvements on the Property. Failure of Grantee to respond to Grantor within the specified time period shall not, however, be deemed to constitute approval of Grantor's request. Following the initial response by Grantee, Grantee agrees to use its commercially reasonable efforts to respond and work through any disapproved requests with Grantor to the extent reasonable pursuant to the restrictions of this Easement.

(d) In the event that the Grantor does not begin the work of any approval granted pursuant to Paragraphs 4.1 and 4.2 for a period of one (1) year from Grantee's approval, such approval shall expire and thereafter be void. Grantor may resubmit the request for approval; however, such approval may be given or denied in the reasonable discretion of the Grantee.

5. **Standards for Review.** In exercising any authority created by this Easement, Grantee shall apply the Secretary's Standards as they may be amended from time to time.

6. **Grantor's Reserved Rights Not Requiring Further Approval by Grantee.** Subject to the provisions of Paragraphs 4.1, and 4.2, the following rights, uses, and activities of or by Grantor on, over, or under the Easement are permitted by this Easement and by Grantee without further approval by Grantee provided that such rights, uses and activities maintain the preservation values of the Property:

6.1 the right to engage in all those acts and uses that: (i) do not substantially impair the preservation values of the Easement Area; and (ii) are not inconsistent with the Purpose of this Easement (for example, while the LDR allow a landowner to move a building off a particular property, moving a structure that is protected by this Easement off the Property would substantially impair the preservation values of the Property and therefore would not be permitted);

6.2 the right to reposition the Building and/or the Easement Area on the Property, as permitted by the LDRs, so long as the Preservation Values are protected pursuant to

the provisions of Paragraphs 4 and 5, and so long as this Easement is thereafter amended in accordance with Paragraph 25 to reflect the repositioning of the Easement Area on the Property.

6.3 pursuant to the provisions of Paragraph 3.1, the right to maintain and repair the Building strictly according to the Secretary's Standards, subject to the following qualifications:

(a) The right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Building.

(b) The right to maintain and repair shall not include the right to replace historic materials unless such historic materials are significantly deteriorated or damaged.

(c) the right to continue all manner of existing use and enjoyment of the Building, including but not limited to the maintenance, repair, and restoration of existing landscaping features, decks and patios, with the use of same or similar surface materials, consistent with the Purpose of this Easement.

7. **Casualty Damage or Destruction.** In the event that the Easement Area or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Easement Area and to protect public safety or the Building itself, shall be undertaken by Grantor without Grantee's prior written approval. Within sixty (60) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantor and Grantee, which report shall include the following:

7.1 an assessment of the nature and extent of the damage;

7.2 a determination of the feasibility of the restoration of the Easement Area and/or reconstruction of damaged or destroyed portions of the Easement Area; and

7.3 a report of such restoration/reconstruction work necessary to return the Easement Area to the condition existing at the Effective Date.

8. **Review After Casualty Damage or Destruction.** If, after reviewing the report provided in Paragraph 7 and assessing the availability of insurance proceeds, Grantor and Grantee agree that the Purpose of this Easement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Easement Area in accordance with plans and specifications consented to by Grantor and Grantee up to at least the total of the casualty insurance proceeds available to Grantor. Should the parties not come to agreement on restoration/reconstruction, the

parties agree to submit the matter to mediation with a mediator practicing in Teton County and such mediation shall allow for the submittal of expert reports or testimony from qualified historic preservation experts.

If, after reviewing the report and assessing the availability of insurance proceeds, Grantor and Grantee agree that restoration/reconstruction of the Easement Area is impractical or impossible, or agree that the Purpose of this Easement would not be served by such restoration/reconstruction, Grantor may, but only with the prior written consent of Grantee, alter, demolish, remove, or raze the Building, and/or construct new improvements on the Property. Grantor and Grantee may agree to extinguish this Easement in whole or in part in accordance with the laws of the State of Wyoming and Paragraph 23.2 of this instrument.

9. **Insurance.**

9.1 Grantor shall keep the Easement Area (including the Building) insured by an insurance company rated "Secured" by Best's for the full replacement value using labor and material rates common in Teton County, Wyoming, against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage.

9.2 Property damage insurance shall include change in condition and Easement Area ordinance coverage, in form and amount sufficient to replace fully the damaged Easement Area without cost or expense to Grantor or contribution or coinsurance from Grantor. Such insurance shall include Grantee's interest and name Grantee as an additional insured.

9.3 Grantor shall deliver to Grantee a certificate of insurance annually or when coverage is renewed by Grantor. If Grantor fails to submit proof of insurance coverage annually or at the time of renewal, Grantor must deliver proof of coverage, within ten (10) business days of Grantee's written request for documentation of coverage.

10. **Indemnification.** Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, trustees, directors, officers and employees, or independent contractors from and against any damages awarded by a court, mediator or arbitrator court awarded damages (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person on the Easement Area; physical damage to the Easement Area; the presence or release in, on, or about the Easement Area, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury or other damage occurring on or about the Easement Area, in each of the aforementioned instances, unless such injury or damage is caused by Grantee or any agent, trustee, director, officer, employee, or independent contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

11. **Taxes.** Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property unless Grantor timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal of the charge, in which case the obligation to pay such charges as defined in this paragraph shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action.

12. **Written Notice.** All notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date that is five (5) business days after deposit in the U.S. Mail postage pre-paid, or on the date delivered in person with copy via e-mail (without delivery error). Each party shall inform the other party of their current mailing, physical and e-mail address. If no such address information is provided, notice shall be deemed to have been properly given as set forth above when mailed to the address maintained by the Teton County Assessor for the Property if sent to Grantor, and to the following address for Grantee: P.O. Box 4083, Jackson, Wyoming 83001. The addresses for purposes of this paragraph may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice is given, the last addressee and address as stated by written notice or as provided herein, if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder. Irrespective of the method of notice selected, notice shall concurrently be given via email.

13. **Evidence of Compliance.** Upon request by Grantor, but not more than once per calendar year unless Grantor is in default hereunder, Grantee shall promptly furnish Grantor with a certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of this Easement, or that otherwise describes the status of this Easement to the extent of Grantee's knowledge.

14. **Inspection.** With appropriate prior notice to Grantor, representatives of Grantee shall be permitted at all reasonable times to inspect the Property and the Easement Area. Grantor understands that Grantee intends to inspect the Easement Area at least annually. Any such inspection by Grantee shall be done to minimize disruption of any business operations of Grantor or Grantor's tenant on the Property.

15. **Grantee's Remedies.** Grantee may, following not less than sixty (60) days written notice to Grantor and Grantor's failure to cure, institute suit(s) to enjoin any violation of the terms of this easement by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Easement Area to the condition and appearance that existed prior to the violation complained of in the suit. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations contained in this instrument.

In the event Grantor is found by a court of competent jurisdiction to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection

with Grantee's enforcement of the terms of this Easement, including but not limited to all reasonable court costs, and attorney's, architectural, engineering, and expert witness fees. In the event Grantor is found by a court of competent jurisdiction not to have violated any of its obligations and that Grantee's enforcement action was brought in bad faith, Grantee shall reimburse Grantor for any costs or expenses incurred in connection with Grantee's action hereunder, including but not limited to all reasonable court costs, and attorney's, architectural, engineering, and expert witness fees.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

16. **Notice from Government Authorities.** Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with, or similar discharge of, such notice or lien where compliance or discharge is required by law.

17. **Notice of Proposed Sale.** Grantor shall promptly notify Grantee in writing of any proposed offer to sell the Property or of any listing of the Property for sale and provide the opportunity for Grantee to explain the terms of this Easement to the real estate listing agent and potential new owners prior to sale closing.

18. **Liens created pursuant to Easement**. Any lien on the Property created pursuant to any paragraph of this Easement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien.

19. **Runs with the Land.** At such time as Grantor records a sending property deed restriction for the transfer of development rights for historic preservation, and subject to Paragraphs 8 and 23.2, the obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Easement Area. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all such persons in the future claiming under or through Grantor and Grantee; the words "Grantor" and "Grantee" when used in this instrument shall include all such persons. Any right, title, or interest granted in this instrument to Grantee also shall be deemed granted to each successor and assign of Grantee and each following successor and assign; the word "Grantee" shall include all such successors and assigns.

If an owner transfers its ownership interest in the Property, such owner shall no longer have any obligations under this easement and the restrictions, stipulations, and covenants contained in this Easement shall be deemed to be accepted by a successor owner or lessor of the Property by acceptance of a deed or lease interest in the Property.

20. **Liens Subordinated.** Grantor represents that as of the Effective Date, there are no liens or mortgages outstanding against the Property. Grantor has the right to use the Property as

collateral to secure the repayment of debt, provided that any lien or other rights granted for such purpose, regardless of date, are subordinate to Grantee's rights under this Easement. Under no circumstances may Grantee's rights be extinguished or otherwise affected by the recording, foreclosure, or any other action taken concerning any subsequent lien or other interest in the Property created as a result of the use of the Property as collateral for the repayment of debt.

21. **Assignment.** Grantee may convey, assign, or transfer this Easement to a unit of federal, state, or local government or to a similar local, state, or national organization that is a "qualified organization" under the Act or Section 170(h) of the Internal Revenue Code whose purpose, among other things, is to promote preservation or conservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment, or transfer requires that the Purpose for which this Easement was granted will continue to be carried out. If no such organization is available for such assignment, then Grantee shall assign this Easement to either the Town of Jackson or to the County of Teton, which shall thereafter be entitled to administer and enforce this Easement.

22. **Recording and Effective Date.** Grantee shall do and perform at its own cost all acts necessary for the prompt recording of this instrument in the land records of Teton County, Wyoming. Grantor and Grantee intend that the restrictions arising under this Easement take effect on the Effective Date.

23. **Percentage Interests; Extinguishment; Condemnation.**

23.1 **Percentage Interests.** For purposes of allocating proceeds pursuant to Paragraphs 23.2 and 23.3, Grantor and Grantee stipulate that as of the Effective Date, Grantor and Grantee are each vested with real property interests in the Easement Area and that such interests have a stipulated percentage interest in the fair market value of the Easement Area. These percentage interests are agreed to be a five percent (5%) interest to Grantee; and a ninety-five percent (95%) interest to Grantor. For purposes of this paragraph, the percentage interests of Grantor and Grantee in the fair market value of the Easement Area thereby determinable shall remain constant, except that the value of any improvements made by Grantor after the Effective Date is reserved to Grantor.

23.2 **Extinguishment.** Grantor and Grantee hereby recognize that circumstances may arise that may make the continued ownership or use of the Property in a manner consistent with the Purpose of this Easement impossible and that extinguishment of this Easement may be necessary. Extinguishment of the Easement may occur in two circumstances: 1) after a casualty where Grantor and Grantee agree that restoration/reconstruction of the Building is impractical or impossible; or 2) upon order of a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Easement Area (or any other property received in connection with an exchange or involuntary conversion of the Easement Area) after such termination or extinguishment, and after the satisfaction of prior claims and any costs or expenses associated with such sale, Grantor and Grantee shall share in any and all net proceeds resulting from such sale in accordance with their respective percentage interests in the fair market value of the Easement Area, as such interests are determined under the provisions of

Paragraph 23.1. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with Grantee's primary purposes. Net proceeds shall also include, without limitation, net insurance proceeds.

In the event of extinguishment, the provisions of this paragraph shall survive extinguishment and shall constitute a lien on the Property with the same effect and priority as a mechanic's lien until all sums are paid to Grantee as set forth herein. Thereafter, once such sums are paid to Grantee, Grantee shall, within 20 calendar days of receipt of payment, record a termination and vacation of this easement in the Teton County Clerk's office of land records.

23.3 **Condemnation.** If all or any part of the Easement Area is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, and this Easement is extinguished as a result of such taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Easement Area that are subject to the taking and all incidental and direct damages resulting from the taking. After the satisfaction of prior claims, Grantor shall be entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of Paragraph 23.1 and 23.2 unless otherwise provided by law.

24. **Interpretation.** The following provisions shall govern the effectiveness, interpretation, and duration of the Easement:

24.1 Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Easement Area shall not apply in the construction or interpretation of this Easement, and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use contained in this instrument.

24.2 This instrument may be executed in two counterparts, one of which may be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern.

24.3 This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to its subject matter.

24.4 Nothing contained in this instrument shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms of this instrument, Grantor promptly shall notify Grantee of such conflict and shall cooperate

with Grantee and the applicable governmental entity to accommodate the purposes of both this Easement and such ordinance or regulation.

24.5 To the extent that any action taken by Grantee pursuant to this Easement gives rise to a claim of breach of contract, Grantor and Grantee agree that the sole remedy on the part of Grantor shall be reimbursement of actual direct out-of-pocket expenses reasonably incurred by Grantor as a result of such breach and that Grantor shall not have any right to indirect, consequential, or monetary damages in excess of such actual, direct, and reasonable out-of-pocket expenses.

25. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Code and the laws of the State of Wyoming, if applicable. Any such amendment shall be consistent with the protection of the Preservation Values and the Purpose; shall not affect its perpetual duration; shall not permit additional residential and/or commercial development on the Easement Area other than the residential and/or commercial development permitted by this Easement on its Effective Date; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Easement. Any such amendment shall be recorded in the land records of Teton County, Wyoming. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

26. **No Access by General Public.** This Easement does not create any right of entry or access in favor of the general public in, on, over or to any portion of the Property.

27. **General Provisions.**

27.1 Controlling Law; Venue. The interpretation or performance of this Easement shall be governed by the laws of the State of Wyoming. Venue for any dispute involving this Easement shall be in the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming.

27.2 Recordation. This Easement shall be recorded in the land records in the Office of the Clerk of Teton County Wyoming.

27.3 No Waiver or Abandonment. No inaction or silence on the part of Grantee shall be construed as abandonment of the preservation easement granted by this Easement. The waiver by Grantee of any term, covenant or condition contained in this Easement or any breach thereof in one instance shall not be deemed to be a permanent waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition contained in this Easement.

27.4 No Third-Party Beneficiaries. This Easement is for the sole benefit of Grantor and Grantee. No other persons or parties shall be deemed to have any rights in, under, or to this Easement.

27.5 Severability. If any portion of this preservation easement is declared unlawful or invalid, the remainder of the Easement shall remain in full force and effect.

27.6 Authority of Signatories. The individuals executing this Easement warrant and represent that they are duly authorized to execute and deliver this Easement.

THIS EASEMENT reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this agreement, unless set out in this instrument. Grantor acknowledges that this Easement affects important legal rights and obligations of Grantor, including the rights and obligations of Grantor's successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands to be effective on the Effective Date.

GRANTOR:

Old Growth, LLC,
a Wyoming limited liability company

By: John F Holland
Name: JOHN F HOLLAND
Its: MANAGING MEMBER
OLD GROWTH, LLC

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

On this 9th day of February, 2024, before me, the undersigned Notary Public, personally appeared John Holland for Old Growth, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the managing member of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

LESLIE PASTEN
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 165976
MY COMMISSION EXPIRES: 09/14/2027

L Pasten
Notary Public

GRANTEE:

Teton Trust for Historic Places,
a Wyoming nonprofit corporation

By: Sara Adamson
Name: Sara Adamson
Its: President

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Sara Adamson as President of Teton Trust for Historic Places, a Wyoming nonprofit corporation, this 8 day of February, 2024.

Witness my hand and official seal.

Notary Public

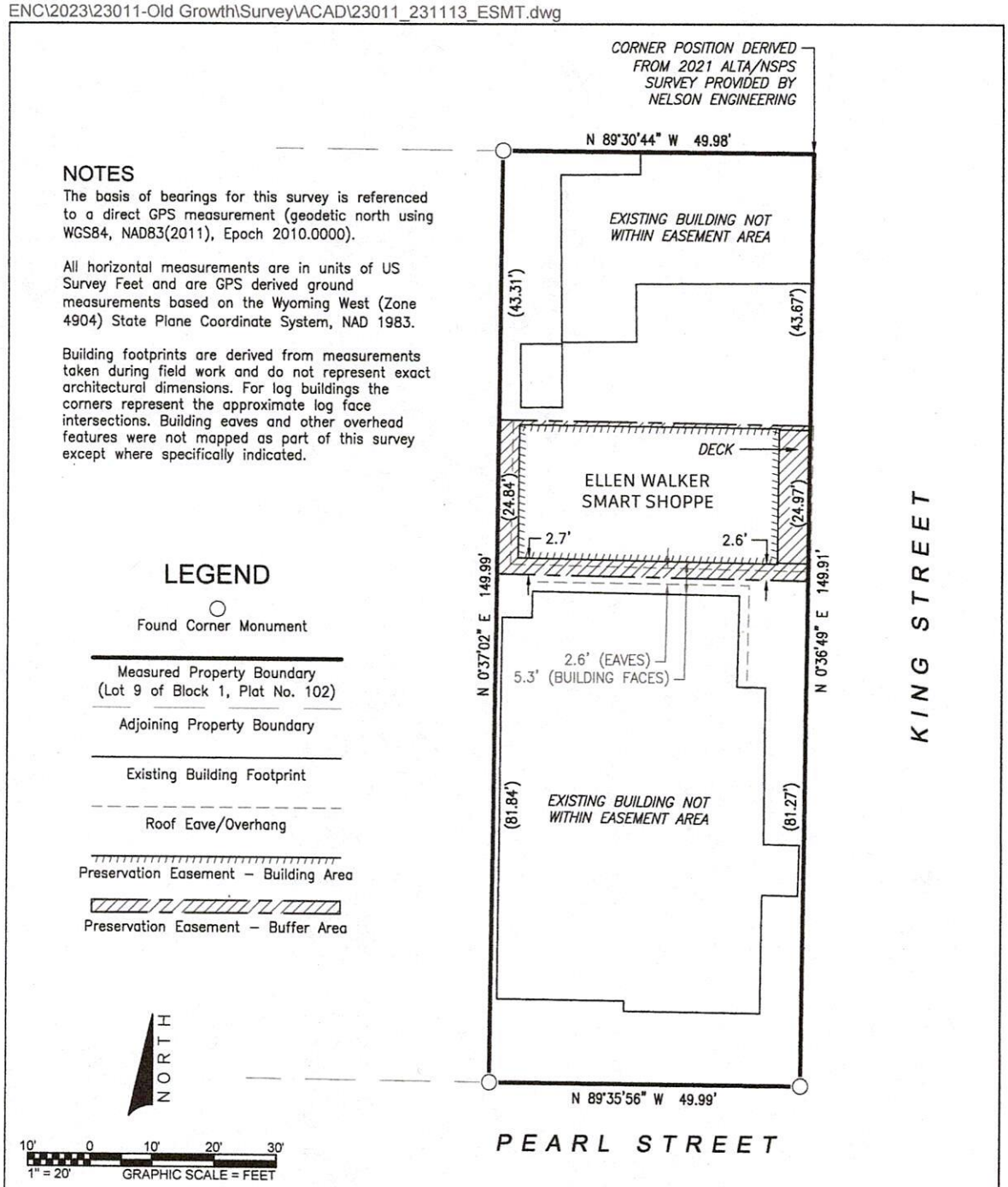
SHERRI CATER
Notary Public - Wyoming
Teton County
My Commission Expires Feb 10, 2024

EXHIBIT "A"

Map of Easement Area

[Including Building, Buffer Area, and Property boundary]

ENC\2023\23011-Old Growth\Survey\ACAD\23011_231113_ESMT.dwg



NOTES

The basis of bearings for this survey is referenced to a direct GPS measurement (geodetic north using WGS84, NAD83(2011), Epoch 2010.0000).

All horizontal measurements are in units of US Survey Feet and are GPS derived ground measurements based on the Wyoming West (Zone 4904) State Plane Coordinate System, NAD 1983.

Building footprints are derived from measurements taken during field work and do not represent exact architectural dimensions. For log buildings the corners represent the approximate log face intersections. Building eaves and other overhead features were not mapped as part of this survey except where specifically indicated.

LEGEND

- Found Corner Monument
- Measured Property Boundary (Lot 9 of Block 1, Plat No. 102)
- Adjoining Property Boundary
- Existing Building Footprint
- Roof Eave/Overhang
- Preservation Easement – Building Area
- Preservation Easement – Buffer Area

ENCLOSURE SURVEYING
(307) 222-4336
enclosuresurveying.com

ELLEN WALKER SMART SHOPPE EASEMENT EXHIBIT

OWNERSHIP/CLIENT:	OLD GROWTH, LLC
STREET ADDRESS:	81 S KING STREET
LOT/PLAT/MAP:	LOT 9 BLOCK 1 PLAT NO. 102
BEING A PART OF:	NW1/4NW1/4 OF SECTION 34
PLSS LOCATION:	T41N, R116W, 6th P.M., Teton County, WY

EXHIBIT ___

DRAWING DATE:	11/13/2023
REVISION DATE:	
DRAWN BY:	MWW
REVIEWED BY:	MWF

EXHIBIT "B"
The Preservation Values

Attach description of structure and architectural, historic, and/or cultural significance and describe the "buffer" area around the Building that is necessary to protect to maintain the architectural, historic, and/or cultural significance of the Building – describe further if unimpeded visibility of the Building from a particular street frontage is important or if particular landscaping features should be protected or minimized

WYOMING CULTURAL PROPERTIES FORM (rev. 3.0 11/16/2023) **Page number** 1

Date _____ **Smithsonian #** _____

RECORD TYPE: ___ First-recording, ___ Full Re-record, _X__ Update, ___ Condition Report, ___ Site Lead

PROPERTY CATEGORY: ___Prehistoric Site, ___Historic Site, ___Building, ___Structure, ___Object, ___District, ___Landscape, ___Lithic Landscape, ___TCP

1. IDENTIFICATION/OWNERSHIP

Consultant Project Number _____ Agency Project Number(s) _____

Associated Project Name _____

Site Name ___ **Coelette Restaurant** _____ Temporary Field Number _____

Other Common names: __**Sweetwater Restaurant, Coe House**_____ Agency Site Number __**TE1690**_____

Other Site Number _____

Landowner (at time of this reporting, specify agency/district, if private give name and address): ___ check here if site information is confidential

OLD GROWTH, LLC
Po Box 12801
Jackson, Wy 83001

2. LOCATION (repeat as needed on continuation sheets; ____ check here if additional locational information is on continuation sheet)

Street address __**81 S King Street**_____ Town ___**Jackson** _____

Lot-Block: __**Lot 9, Block 1, Cache-1**_____ Parcel _____ County ____**Teton**_____

USGS 7.5' Map Name, Date __**Jackson 2023**_____

Township _____.N_ Range _____.W Section ____ ¼'s ___ _____ Template: _____

Township _____._ Range _____._ Section ____ ¼'s _____ Template: _____

Township _____._ Range _____._ Section ____ ¼'s _____ Template: _____

Elevation (ft.):_**6,237**_____ UTM Coordinates (center point is required; bounding UTM(s) required for sites > 200m in any dimension)

UTM: Zone _**12**___ E ___**519348**_____ m N ___**4814004**_____ m Datum used to calculate: __NAD 27 _**X**_NAD 83

Bounding UTM : (1) E _____N _____ (2) E _____N _____

(3) E _____N _____ (4) E _____N _____

UTM source: _**X**__corrected GPS/rectified survey (<5m error), ___uncorrected GPS, ___map template, ___other:_____

GPS Model/Software: _____

Notes pertaining to access:

3. NATIONAL REGISTER STATUS (check all that apply in each category)

ENROLLED STATUS ___Landmark/Monument, ___Enrolled on NRHP

FACTORS AFFECTING INTEGRITY (check all that apply; indicate specific areas of disturbance and vandalism on a copy of the site map)

Disturbance/Vandalism : __none, __erosion, __vandalism, __collection, __structural damage, __ manual excavation, __ mechanical excavation, __vehicle traffic, __structural decay, __grazing, __construction/development, __defacement, ___imminent destruction, __unknown

Percent of property badly disturbed as of this recording date, to nearest 10%): _____

NATIONAL REGISTER OF HISTORIC PLACES SIGNIFICANCE

Period(s) of significance: _1914-1973_____ Theme(s) _Social History, Commerce and Community Development____

NATIONAL REGISTER OF HISTORIC PLACES ELIGIBILTY RECOMMENDATIONS (check all applicable):

Recorder NRHP Evaluation: _**X**__ Eligible under criteria _**X**__a, ___b, ___c, ___d ; ___ Not Eligible, ___ Unevaluated

Contributing Components: ___ Prehistoric, ___ Historic Associated person for criterion b property_____

Justification: (Include in justification a statement of significance; discussion of contributing components (indicate spatial extents on maps); and integrity (location, design, setting, materials, workmanship, feeling, association); discuss how significant periods and themes were determined)*:

*Continue narrative as needed on separate page or by expanding section on word processor. data entry, this page ___

This survey was initially completed in 2005 by Michael Cassity. It is being updated in 2023 by Samantha Ford to update the physical description after a recent (2019) renovation project to preserve the building. Additional research and context was added to the statement of significance, and narrative history. A definitive construction date of 1914 was found, and the integrity sections were updated to include the recent remodel and new research. There were few changes to the original determination, and additional research helped to strengthen arguments for significance and integrity.

Statement of Significance, 2005

The Coe House / Sweetwater Restaurant building is eligible for the National Register of Historic Places under Criterion A in the area of significance Social History.

Updated Statement of Significance, 2023

The Coe House/Sweetwater Restaurant/Coelette building is still eligible for the National Register of Historic Places under Criterion A in the area of significance of social history. Additional research has been conducted which serves to further strengthen this building's significance as one of the oldest buildings in Jackson, which has seen continual use as a residence and business serving the community.

An additional note and consideration is made about the history of the building functioning as a commercial restaurant nearing the 50 year mark. The Sweetwater Deli first opened in 1976, and in 2023 is only three years from achieving this additional area of significance of commercial and community development. This area of significance could also be applied due to the building's early history as a laundry business, and by the association of the adjacent King Sushi/Coe Blacksmith Shop building on the same lot.

Statement of Integrity, 2005

The building, in typical Jackson Hole fashion, started as a house and was added onto at least twice in its evolution to become the modern Sweetwater Restaurant. The post-period of significance additions have utilized materials that blend exactly with the original and those made during the period of the building's historic significance, and even though they add to the size of the building and use (sometimes) different coping, the modern coping is consistent with that used in other buildings from the period and does not compromise the integrity of this structure. If the building were nominated under Criterion C, the integrity issues would be greater, but under Criterion A, the building possesses sufficient integrity to justify eligibility.

Updated Statement of Integrity, 2023

Since the last survey was completed in 2005, the building has undergone an extensive rehabilitation project in 2018. It is no longer eligible under Criterion C, but the eligibility is stronger under Criterion A due to updated research. The rehabilitation work served to preserve the remaining original materials after an earlier 1989 renovation. The rehabilitation plan included meticulous labeling of the original logs to ensure the building's original location, design, materials, workmanship, feeling, and association can remain intact. The setting has been impacted by new and larger buildings built on adjacent lots. The materials and workmanship have also been altered slightly with replacement of original materials, however they were replaced in-kind and in keeping with the original design, feeling, and association. It's worth noting the second floor experienced the most replacement in-kind, but it had been subject to two earlier fires in 1943 and 1952. Damage from these fires weren't fully addressed, and were causing significant problems with the integrity of the roof structure. In some cases, the removal of materials allowed for a return to the original design. The windows in the gable peaks on the east and south elevations had been boarded up after the fire in 1952, and were replaced with the original glazing pattern in 2018, as seen in an undated historic photo. The window trim was also returned to white, visible in the same photo.

The shed roof porch addition on the south elevation visible in the undated historic photo appears to have been removed sometime during or prior to Sweetwater's occupancy; it is not visible in a historic photo dated to the c.1970s. The shed roof porch addition on the east elevation visible in the undated historic photo was changed to a saddle-notched log vestibule likely in the 1989 renovation, when this was converted into the main entrance for the restaurant business. In the c.1970s historic photo, neither the shed roof porch or the vestibule are visible on the King Street elevation, and several large trees appear to block the doorway. This doorway was likely sited here during a 1922 addition of the southern-facing gable, and eastern-facing cross gable. It was likely moved from its original location on the eastern-facing gable. In a photo taken of a 2-year-old Tom Lamb during the winter of 1922-1923, there appears to be a doorway on the northern side of the eastern-facing gable, near some cleared snow and a barrel. This doorway later becomes a window, visible on the undated historic photo. In 2018 the vestibule was shifted roughly 5ft to the south to allow for a better interior flow. The doorway still appears to be somewhat in between both of the eastern-facing gables on this elevation, and the change is considered to be insignificant to the integrity.

The Coe Cabin has seen a lot of additions and changes, resulting from an oscillation between a residential or a business use since its construction. Initially built as a small log home for Clarence and Martha Dow, it was more than doubled in size for Emily

Thompson/Mulherin/Coe's Jackson Laundry business, and later converted back into multiple-residency with Martha Marean. The neighboring Crabtrees purchased the property and leased it to a restaurant business that would expand the building by another third. This type of adaptive re-use is typical of buildings in Jackson, which often grew to meet the needs of the expanding community. Due to the difficulty of reliable transportation routes, building materials were often difficult to acquire, and pre-existing buildings were often moved and/or their materials reused to suit a variety of needs. The Coe Cabin is a rare example of a building adaptively re-used several times in the same location, and the later 1989 and 2018 projects help to illustrate this story.

Agency Determination: ___ Eligible under criteria ___a, ___b, ___c, ___ d ; ___ Not Eligible, ___ Unevaluated Date/initials: _____

Justification:

SHPO Concurrence: ___ Eligible under criteria ___a, ___b, ___c, ___ d ; ___ Not Eligible, ___ Unevaluated Date/initials: _____

Justification:

4. INVESTIGATIVE HISTORY (Check all that apply, use property narrative for additional information as appropriate)

Recorded by: __**Michael Cassity**_____ Organization: _____

Field Dates: __**2005**_____

Updated By: ___**Samantha Ford, Turn Stone Research**_____
Date: _**October 2023**_____

DISCOVERY METHOD (describe in site narrative description)
___ Exposed on surface, ___ Exposed subsurface, __Construction discovery, __X__ Documentary sources, ____ Informant

WORK PERFORMED (as part of this recording ONLY; describe numbers and dimensions of sampling/excavation units in narrative section)

__Surface recorded	__Tested with probe device	__Materials sourcing	__Lab analyses
__Shovel tested	__Controlled Trench/Blade	__Remote sensing	__Material sample program
__Formal test unit(s)	__Geomorphology study	_X_Photos/Sketches/Video	__C-14 dating
__Block excavation	__Paleo-environmental study	__Collections research	__Other (describe in narrative)

MATERIALS COLLECTED AS PART OF THIS RECORDING? ___ yes, ___ no, ___ unknown

Repository: ___ U. W. Archaeological Repository (UWAR), ___Western Wyoming College, ___Other:_____

5. PROPERTY DESCRIPTION

PHYSICAL DIMENSIONS
Length ___**46**_____ m, Width ___**16**_____ m, Area: __**736**_____sq. m, (_x_estimated __ measurement method:_____)

Boundary estimates based on:

___ feature/artifact distribution, ___ modern features or disturbance, _x__ property boundaries, ___ topography, ___ other, ___ unknown.

Property datum? ___ yes, ___ no (describe if yes): _____

RECORDS INVENTORY (check all appropriate attachments associated with this recording)

Required attachments*:
___ (6) Prehistoric/Historic Archaeological Site Setting, Topography, Depositional Environment (*not required for urban and rural buildings, structures, objects, or historic districts)
_X_ (7) Site Narrative Description
_X_ (8) Prehistoric/Historic Site Matrix
_X_ site map w/scale, orientation, key
_X_ location map (USGS 1:24,000 base)
_X_ photographs/images

Additional Attachments:
(One or more of the next 8 are required)
___ (8A) artifacts associated with prehistoric component
___ (8B) features associated with prehistoric component
___ (8C) artifacts associated with historic component
___ (8D) features associated with historic component
___ (8E) historic and/or prehistoric rock art/inscription component
___ (8F) historic architecture description
___ (8G) linear feature description
___ (8H) lithic landscape sample description
___ (8I) historic structure/object description

Optional Attachments:
__ (8J)TCP description
__ artifact illustrations
__ stratigraphic profile
__ field notes
__ artifact catalog
__ electronic data
__ other (describe):

6. PREHISTORIC/HISTORIC ARCHAEOLOGICAL SITE SETTING, TOPOGRAPHY, DEPOSITIONAL ENVIRONMENT*
Section 6 is not required for urban and rural buildings, structures, objects, or historic districts)

GENERAL TOPOGRAPHIC SETTING

___Basin/Interior, ___Foothill/Basin Margin, ___ Major River Terraces, ___Mountain/Major Uplift, ___Unknown

Geographic Division (cf. "Wyoming Geologic Highway Map" published by Western Geographics with the cooperation of the Geological Survey of Wyoming Revised Edition 1991, R.D. Christiansen, Geologist Map compiled and adapted from Geologic Map of Wyoming. Divisions prepared by Richard W. Jones, 2002. See map in "Users Guide.")

___Absaroka Range	___Great Divide Basin	___Madison Range	___Shirley Mtns.
___Bates Hole	___Green River Basin	___Medicine Bow Mtns.	___Snake River Range
___Beartooth Mtns.	___Green Mtn.	___N Laramie Basin Structures	___Sublette Range
___Bighorn Basin	___Goshen Hole	___Overthrust Belt	___Star Valley
___Bridger Basin	___Gros Ventre Range	___Owl Creek Mtns.	___Teton Range
___Bighorn Mtns.	___Hanna-Carbon Basin	___Powder River Basin	___Tunp Range
___Black Hills Uplift	___Hartville Uplift	___Rawlins Uplift	___Washakie Basin
___Casper Arch	___Hoback Range	___Rock Springs Uplift	___Washakie Range
___Denver Basin	___Jackson Hole	___Salt River Range	___Wind River Basin
___Ferris Mtns.	___Kindt Basin	___Sierra Madre Mtns.	___Wind River Range
___Fossil Basin	___Laramie Basin	___Seminoe Mtns.	___Yellowstone Volcanic Plateau
___Granite Mtns.	___Laramie Mtns.	___Shirley Basin	___Unknown

UNIQUE SITE SETTING (check as appropriate, describe site setting in general narrative):

___playa	___arroyo cutbank	___rockshelter	___spring
___saddle/pass	___cliff	___cave	

GENERAL TOPOGRAPHIC SETTING (few words): _____

VEGETATION ASSOCIATION (cf. Knight 1994:8, Mountains and Plains: The Ecology of Wyoming Landscapes; Yale Univ. Press)

___Alpine	___Ponderosa Pine	___Desert Shrub	___Riparian
___Spruce/Fir	___Aspen/Conifer	___Grassland	___Cultivated
___Douglas-Fir	___Oak	___Sagebrush	___Unknown
___Lodgepole Pine	___Juniper	___Sand Dunes	___not applicable

OVERALL PERCENT BARE GROUND (discuss variation in ground visibility in general site narrative)

___0%, ___1-25%, ___26-50%, ___ 51-75%, ___ 76-99%, ___ 100%, ___ unknown, ___not applicable

GENERAL DEPOSITIONAL ENVIRONMENT (check all applicable, describe in general site narrative):

___unknown, ___ aeolian, ___alluvial, ___colluvial, ___bare rock, ___regolith, ___not applicable, ___other

AEOLIAN SETTINGS (Late Pleistocene and Holocene aeolian deposits)

Is site in/partly in an aeolian deposit?: ___yes, ___no, ___unknown, ___ not applicable

If "yes", which type(s)? ___dune, ___sand shadow, ___sand sheet, ___ deflation area, ___don't know

SUBSURFACE POTENTIAL

Archaeological subsurface deposits: ___yes, ___no, ___unknown/undetermined

Maximum depth below surface of cultural deposits: ___ meters, ___unknown, ___ not applicable (enter zero if no subsurface deposits are present)

Estimate based on: ___rough guess, ___ shovel test(s), ___core/auger tests, ___excavation(s), ___road/arroyo cuts, ___animal burrows,

___other information (describe in narrative)

7. SITE NARRATIVE DESCRIPTION

In addition to general description, the site narrative should address explicitly the kinds and amount of work done at a site, the site environment (setting, geomorphology, soils and sediments, vegetation), site condition and threats to the site. All other matters that demand more discussion than the other

sections of the form allow should be discussed in a well-organized fashion here. Tables and other materials can be part of the site narrative, as appropriate. Dating and laboratory results should be cited here, with clear references to laboratory numbers and results.

Site Description, 2005

The building that currently houses the Sweetwater Restaurant is located on the northwest corner of Pearl and King, about a block from the town square. The single-story log building was originally a residence but in the 1970s was converted to use as a restaurant. The building fronts on King Street to the east and the deck on the southwest corner of the generally L-shaped building is protected from traffic on Pearl by shrubbery. The different stages of its expansion can best be traced, outside the historical documents, in the corner coping which varies according to the years of construction.

The east elevation contains the main entrance, and this elevation, upon close examination, shows the core of the building and the additions. The original house, smaller than what the building came to be, is in the center with a gabled roof distinguished by the multi-light window centered in the peak under the ridge. The corners of this original building are beautifully coped with square notches, or what is often termed in this area Tennant corners-after mortise and tenon joining. A newer entrance projects forward; this entrance is marked by saddle-notch coping where a round notch is cut from the upper log to allow it to rest snugly on the bottom log. That entrance is also gabled. Set back from the original elevation, a secondary elevation rises to a higher gable peak, indicating an expansion of the building, and a shed-roofed addition reaches to the north to make the addition even larger. The corner joining of these segments of the building are boxed corners, using vertical logs in the square cavity to provide additional strength. An additional gable (thus the fourth on this elevation) marks another expansion, this one reportedly in the 1920s. The coping for this section is generally saddle-notched. The chinking between the logs generally consists of mortar and lath, although parts of the northern section use quarter-round poles. Wood planks are used in all gables above the logs. The windows are double-hung.

The south elevation is under another gable and yet one more gable is on the west elevation which shows the L-shape of the building, with the north (main) segment of the building projecting west beyond the south wing. An opposite L-shaped deck wraps around the south wing up to the north section. Additional windows and a double-door open onto the deck from the south wing and service cabinets have been added to the south elevation of the north wing on the deck.

In 1989 the owner of the restaurant provided a new foundation for the building and replaced some logs, but this did not result in alterations to the appearance or the materials of the building.

Updated Site Description, 2023

This updated site description is intended to serve as a more detailed look at each elevation, and includes the new 600sqft addition on the west elevation that was constructed in 2018.

The Coelette Restaurant building is a 2,100sqft two-story log cabin, with a 600sqft frame square addition on the west elevation. The cabin sits on a new poured concrete foundation, and is capped with a new in-kind multi-level cross-gabled wooden shingled roof. The main entrance is on the south elevation in the new frame addition. The front entrance is sheltered beneath a wooden pergola canopy. The canopy extends to cover a set of fixed 6-light windows, painted green against a black corrugated metal siding. Golden metal letters spelling "Coelette" sit atop the pergola canopy welcoming patrons to the main entrance that opens into the bar area. The bar addition is one-story, with open-air rooftop seating sheltered by a metal pergola with retractable light awning shades. A temporary black canvas vestibule sits adjacent to the front entrance on the west.

On the east of the main entrance is a portion of the 1922 addition to the original cabin. This elevation is partially visible in the undated historical photo. This south elevation has natural original saddle notched log coursing with modern mortar chinking up to the second story, and three new double-hung 2x2 light windows with painted white trim spread evenly along this elevation. A single new sliding 6x6 light window painted white is centered in the gable peak, surrounded by wooden new in-kind Dutch lap siding painted brown to match the logs. The shed roof porch is visible in the undated historic photo is no longer extant.

The east elevation was once the main façade with the original entrance. This entire elevation is visible in the undated historic photo. The southern end is part of the 1922 addition, with two new double-hung 2x2 light windows painted white within natural wood saddle notched log coursing on the first story. A new sliding 6x6 light window painted white is

centered within the gable peak surrounded by wooden new in-kind Dutch lap siding painted brown. The same modern mortar chinking was used on this elevation as well. Centered on this elevation between both the gable peaks is a small log saddle notched vestibule with a gable roof. The log coursing on the small vestibule is noticeably more uniform and modern than that on the 1922 addition. It is thought this vestibule was added to the building in the 1970s or 1980s renovations.

The gable peak on the north side of the small vestibule is the original core of the log cabin built in 1914. This elevation was once the front, and visible in the 1923 photo of Tom Lamb, and the undated historic photo. The main entrance appears to have been in the place of the northernmost window, however this has been changed by the time the undated historic photo was taken, when a shed roof porch shelters a different entrance where the north and south gable peaks meet. This is the same entrance that later became part of the small vestibule in 1989, and was later moved 5ft to the south in 2018. Evidence of this move is visible in the logs on this elevation, around the southern window which is slightly offset from the other two. The historic window configuration on this original front façade of the 1914 cabin is difficult to ascertain from historic photos, but the window openings and glazing patterns are consistent with the rest of the building. The original 1914 log notching, previously defined as Tennant corners (see Michael Cassity above), is also visible on this elevation where it joins with a modern 1989 addition on the northwest corner. These are the last remaining evidence of the original 1914 notching, and were maintained in the 2018 rehabilitation project. Another new sliding 6x6 light window with white trim is centered in the gable peak, surrounded by new in-kind Dutch lap wooden siding.

The last gable peak is the tallest, and part of an addition in 1989 on the northwest corner of the building which houses the kitchen area. A shed roof extension on the north elevation keeps this additional gable from completely overwhelming the historic structure on the front. It allows for a lower, sloping roof profile even though this section is clearly much larger and more modern. The first story is log coursing, described in 2005 as having quarter-round pole chinking, but this was replaced in 2018 with the same modern mortar chinking as on the rest of the structure. This change doesn't affect the integrity because this addition was not yet 50 years old, and the quarter-round chinking dates to outside the period of significance. The boxed corner notching was preserved. This is the only gable peak without a window, because it overlaps with the original 1914 ridgeline where a window might fit. The same painted brown new in-kind Dutch lap wooden siding sheathes this gable peak as on the others.

On the shed roof addition on the northern elevation the original 1989 log coursing and modern mortar chinking are continued. This is not considered a main façade, or meant to be visible from the street. It is located in a narrow boardwalk alleyway between the Coelette and Belle Cose buildings, and meant for business and kitchen access. An additional modern dark brown metal doorway is located on this elevation for kitchen access. It appears to have been cut directly into the logs and is located on the western end of this elevation, not visible from the street. Beyond this area are the electrical panels and a small 6ft jog storage area. The walls on this non-visible elevation are modern T-11 vertical siding. The west wall on the west elevation extends up past the main ridgeline with an effect like a false-front, except on the rear of the building. This additional height is not visible from the street view. It is visible in a 2018 photo by the Jackson Hole News and Guide. Also visible in the JHNG photo is a single-story log coursed wall with two additional windows that was removed when the bar addition was added to the building. This loss of material does not affect integrity, because this wall was part of the 1989 addition and outside the period of significance.

The exterior landscaping includes an outdoor open-air seating area on the south and east elevations up to the small vestibule. The seating area is atop new cream-colored laid stonework, which extends to the sidewalk, and to the Coe Cabin foundation on both south and east elevations. The stonework extends to the new frame addition, and to the border of the lot on the west. On the north of the vestibule is an open grassy area without any plantings. A new wooden boardwalk over small cobbled stones extends west on the northern elevation, but this isn't intended for public-access.

Site Narrative 2005

The date of original construction of this house, not surprisingly, can not be fixed with certainty. Rachel Sidle of the Jackson Hole Historical Society carefully researched the relevant documents, including contemporary photographs, and determined that 1915 was the most probable date and 1920 was the latest possible date of construction. At that time, just a decade and a half after the founding of the community, the population was both small and dispersed. The builders of this house appear to have been Martha and Clarence Dow who migrated to Jackson Hole from Utah about the same time that others from Utah were homesteading in the valley, especially along Mormon Row near Blacktail Butte. C.H. Dow purchased the property from Maggie Simpson in 1914. Josiah (Si) Ferrin was the legal

owner of the property as of 1920, having acquired the house from Dow as settlement for a team of horses that Dow used to return to Utah, but there is no indication that Ferrin actually lived in the property. George Lamb, a carpenter in the valley who worked for contractor Charles Fox, and his family lived there when his son Tom Lamb was about two years old. Tom Lamb was born in 1920. After that the Lamb family purchased lots about two blocks east where Cache Creek crossed Pearl. Emily Thompson acquired the property in 1921 and it was while she owned the property that the Lamb family lived there. Emily Thompson became Emily Mulherin and in 1924 she sold the property to Alstor E. Nelson, but purchased it back from Nelson in 1930. At this point, Ed and Emily Coe (formerly Emily Thompson Mulherin) lived there. Ed Coe was a blacksmith and his shop was located on the north end of the same lot as the house. The Goes remained there until the property was purchased by Martha Marean in 1936. Howard and Blendine Walters lived in the house in the 1950s and 1960s and the house appears to have suffered a fire in the upper level around 1950 causing it to be unoccupied for a while afterwards. It was finally converted into its current use as a restaurant in 1976.

In the progression of ownership, the occupations and aspirations of the occupants chart the history of Jackson like tree rings chart the droughts and bounteous seasons endured by an aged tree that has fallen. When the house was built, most people had livestock and some form of garden to supply them with food and the earliest occupants of this house seem to have had a root cellar (discovered in a later rehabilitation project), thus reflecting the semi-agricultural nature of the village where they lived. Likewise, when the Ed and Emily Goes lived here, Mr. Coe's vocation was that of blacksmith, a calling that included a multitude of town and country skills; generally in the nation, in fact, the blacksmiths were being replaced by the automobile mechanics and some smiths made the adjustment to the new economy by shifting the focus of their work to the new vehicles. The Coe years were the transition years for the valley and the community too and Jackson was starting to shift from a village that supplied the needs of local ranchers to a town that was becoming the center of organized economic activity in the valley. After the Goes lived in the house, the next resident was Martha Marean, a school teacher who then became county superintendent of schools and whose tutelage of Clifford Hansen achieved some national repute in later years. If one thinks of urbanization as a process beyond the concentration of people in a certain spot, although that also was happening, and thinks of it as a process in which society and economy are organized in increasingly centralized ways, in which old skills and values are replaced with new, this house provides a chart of some of that development. This reflection of the development of the community is what makes the building eligible for the National Register.

Updated Site Narrative 2023

In May 1914 C.H. Dow purchased Lot 9 in Block 1 of the First Cache Creek Addition, a year after the plat map had been filed. This piece of land was part of the first major subdivision in Jackson, after the plotting of the original townsite. A small subsection of the original townsite, the Simpson Addition, is the only other preceding plat map. King Street was named on the plat, and Pearl Avenue was known as Pearl Street. As Cassity stated in his original assessment, the building that now houses the Coelette Restaurant is part of the first wave of construction in the newly incorporated Town of Jackson. This level of research was able to pinpoint a date of construction for the building, then a residence, to shortly after the sale in 1914, but definitely by 1915.

It's likely the Dows had the original central core of the house built in 1914 because in February 1915, Dow officially opened a barbershop business in the Elk Cigar Store, owned and run by J.R. Jones. There was also at least one report that the house was built in a rush before winter hit. Their tenure in Jackson was brief, in February 1919 Dow listed a newspaper ad in the Jackson's Hole Courier for "At a bargain, House, two lots and household goods. Also barber chair and outfit." According to Harvey Ferrin, on a trip into town his father Josiah "Si" Ferrin visited with Dow and learned that the family needed a team of horses to make the trip out. Ferrin gave the family a team of horses in exchange for the property, although a deed was filed. This deed was previously thought to be missing.

Harvey Ferrin's interview provides important insight into the earliest history of the building. It correctly sites it behind the Crabtree Hotel, and confirms that Si Ferrin did not purchase it with intent to live there, but only to help a friend. This type of business dealing was common place in early frontier towns, where cash was limited, but resources were readily traded. Harvey remembers sorting through all the tools that Clarence Dow left behind, describing them as, "…any kind of thing you'd need in this country at that time. And it was more than enough to pay for the team of horses." He goes on to say the house was relatively vacant, with the Ferrins renting it out or using it for sporadic trips into town. This practice was fairly commonplace in Jackson Hole with the ranchers or homesteaders who could afford a second small cabin in town. These cabins were often used to house the family

during the winters, or mothers and children when school was in session. Schools in the homesteading communities (Elk, Moran, Kelly, Grovont, Zenith, etc.) weren't always in session, or held at various times of years dependent on the availability of the teachers. If school could be attended in town with reliable housing, children sometime spent months away from the ranch. Likewise, a winter in town near neighbors was often a pleasing alterative to being stranded on the ranch for months at a time.

In 1920, Si Ferrin sold the house to Cora O'Grote. Cora seemed to have had a tumultuous marital life, having previously in 1919 fled to Los Angeles to move, but returned quickly afterward in May 1920 to file on her homestead claim. In this filing notice, she is referred to as "deserted wife," meaning that her husband was absent. A month after receiving her homestead patent, she sold her property in June and left Jackson to care for her recently widowed father in Missouri. In August Cora returned to Jackson and purchased the C.H. Reed laundry business, and the old Dow house and property. She moved the laundry business into the vacant building and reopened it as "Jackson Laundry." In 1923, Cora was awarded a divorce on the grounds of desertion by her husband.

Prior to her divorce, Cora O'Grote sold the Jackson Laundry building and business to Emily J. Thompson in 1921. Emily J. Thompson was born Emily J. Nelson, to J.P. and Katherine Nelson, prominent Jackson Hole homesteaders. J.P. Nelson homesteaded in Wilson on part of the old Wilson homestead, and later moved to Jackson and built the Hotel Jackson. Emily married William Thompson, a local who worked for her father in the Hotel in 1912. They had one child, Pearl in 1915. By 1921, Emily appears to have been separated with her husband, and looking for her own entrepreneurial income. In March she purchased the Jackson Laundry business from Cora O'Grote, and the announcement in the Jackson's Hole Courier confirms the sale "included the house and lots, in which the laundry was located." Later that year in November, the first recorded addition to the building was made in another announcement in the Courier, "Mrs. Thompson is having quite an addition built to the laundry. A large well lighted room will be used as the new laundry room while another somewhat smaller room will be used as a dining room. The entire second floor will serve as s drying room." This appears to describe the smaller room as the original log house built by Dow. The addition was described by Michael Cassity as being added in the 1920s on the south end of the original building. The large windows on the south and east elevations and size seem to match the description of a large well-lighted room in the newspaper. As Cassity states, the different corner notching, and chinking styles of the walls and cross gables help to differentiate between the additions. A more detailed discussion of this can be found in the Updated Site Description.

In July of 1922 Emily J. Thompson acquired a divorce from her husband William. Later in October, she sold the Jackson Laundry business, and was commended for her "splendid work," and kept the house and property. Later that winter, the Lamb family spent their first winter in Jackson in this house in the winter of 1922-1923. A photo from the Jackson Hole Historical Society and Museum's (JHHSM) collection shows a very young Tom Lamb standing outside of a modest rectangular log cabin. Emily reportedly left for Pocatello, and her whereabouts are unknown from this point until she reemerges in Jackson in 1924, married to local barber Wes Mulherin. In June of 1924, she sells the old Jackson Laundry property (the business had moved on elsewhere) to her brother Aktor Nelson as "Emily J. Mulherin." Aktor held onto the property until 1930 when he sells it back to his sister, who was then Emily J. Mulherin Coe. Emily had gotten divorced from Mulherin in 1926, on the grounds of desertion. Wes appears to have taken his barber business to Rock Springs. In July 1929, Emily married Edgar Coe and the two moved into Emily's old business, this time as a residence. They later purchased it back from Aktor Nelson. It is unknown how Aktor used the property during his tenure. He repeatedly appeared in the Kelly news, having a ranch out in the Gros Ventre area. It's possible he used the house similarly to Ferrin, renting it out and using it as somewhere to stay for trips into town.

Edgar Coe was a blacksmith, and in November 1929 the Jackson's Hole Courier reported that he "erected a blacksmith shop just south of the Crabtree Hotel and is now ready for business." This is the first confirmed date of construction for the Coe Blacksmith Shop, which is still extant on the property. The shop is also visible in its current location on the 1945 aerial overlay of Jackson. Previously it was thought the blacksmith shop was once part of the barbershop in the Elk Cigar Shop run by J.R. Jones, but these were separate buildings. In 1936, the Courier reported that the Coes were selling their house and shop to Martha Marean for an extended visit with relatives in Wisconsin and Michigan. Emily Coe returned to Jackson and built a house on an adjacent lot, which is no longer extant. When she died in 1946, Edgar was living in Alaska but expressed grief in losing his wife despite living separately.

Martha Marean is the house's longest owner, though she doesn't appear to have resided here for any extended period. She was a divorced single mother who was one of the most notable teachers in Jackson Hole. Her young son Charles moved with her all over the valley to different jobs, sometimes with private families, and sometimes for a public school contract. When she was in Jackson, she appeared to stay with Cora Barber and not in the house. Governor Clifford Hansen credits Martha Marean with a successful elementary education when another area teacher found his stutter "ineducable." She was later elected Superintendent of Schools in Teton County, and earned national recognition for her pursuits in teaching special needs children. Her long career was tragically cut short when she was killed in a car accident on her way to see the new Governor Hansen give a speech for the Wyoming Education Association.

A few families were mentioned in the Courier when they moved into the "Martha Marean House." These include at least the Bessettes, the Williams, and the Millers in the 1940s. In 1943 when the Thomas Miller family was living in the house, they were victim to a chimney fire, with minimal damage to the building. A decade later in 1952 the Chester Woodward family was not as lucky. A fire with an undetermined origin severely damaged the second floor and attic areas of the house, and destroyed all of the Woodward family belongings. Martha Marean had used part of the upstairs to store her own personal items, and these were also lost in the fire. During rehabilitation work in 2018, remnants of this fire were still visible and replaced. Martha Marean owned the house until her death in 1963, and it passed to her son Charles as part of her estate. In 1968 Charles sold the house and property to Rose Crabtree and her son Henry E. Crabtree. The Crabtrees owned the Crabtree Hotel on the adjacent lot to the north.

During the Crabtree tenure, the Sweetwater Deli opened in the building on December 13, 1976. In 1978 Rose Crabtree died and the property passed solely to her son Henry. The Sweetwater Restaurant remained in the building until it closed in 2017, and was considered a keystone business in Jackson. Many still refer to the building as "the Sweetwater." Ownership of the lot and business changed, but the restaurant remained the same, with a remodel in 1989. During this remodel a foundation was added, windows and floors were replaced, and some rotted logs were replaced. Teton County Planning and Building records show that the northern-most gable and shed roof addition were added during this time. The log chinking and corner notching on this section of the building are consistent with a more modern build.

In 2017 the entire Sweetwater Block was put on the market when the restaurant closed. Local preservationist John Holland purchased the block with the intention of saving and preserving the Sweetwater Restaurant. After more than a century of varied use, and two fires, the building was in rough shape. There were concerns that the previously fire-damaged roof wouldn't make it through another winter of heavy snow loads. The building was stabilized, and rehabilitation work began in 2018. The historic portion of the building was dismantled to allow major structural work to be completed. The logs were taken down and tagged so they could be replaced in their original locations, preserving the original corner notching techniques. The already replaced windows were replaced again, maintaining the original openings and glazing pattern. The upper floor and roof were replaced with in-kind materials preserving the overall design of the original building.

In 2020 the work was finished and the Coelette Restaurant opened in the space. The name is a nod to the former owners, Edgar and Emily Coe.

Major Bibliographical Resources 2005

Brunjes, Laura. "Sweetwater remodel Will Preserve old Log Landmark," Jackson Hole News, November 15, 1989."

Ferrin, Harvey, interview in Jackson Hole Historical Society files. [This appears to be a summary rather than a transcript, is undated, and raises multiple questions, but it does provide some clues to the history of this house.]

Hansen, Clifford, interview with Jo Anne Byrd, December 14, 1993, transcript in Jackson Hole Historical Society Oral History Collection.

Lamb, Thomas Knowlton III, interview with Jo Anne Byrd, January 10, 1988, transcript in Jackson Hole Historical Society Oral History Collection.

"Lamb Ran Lumber Yard," Jackson Hole News & Guide, October 21, 2004.

Land Records, Office of the County Clerk, Teton County, Wyoming.

McAlester, Virginia and Lee. A Field Guide to American Houses (New York: Alfred A. Knopf: 2000).

"Martha Marean Laid at Rest," Jackson Hole Guide, October 3, 1963.

"Services to be Held Friday for Martha Marean," Jackson Hole Guide, September 26, 1963.

Sidle, Rachel, "History of the Sweetwater Building," one page summary in Jackson Hole Historical Society files.

Telephone Directories, Mountain States Telephone Company, 1946, 1948, 1953, 1955, 1964

"Walters, 77, Kept Bonds of Family strong Here," Jackson Hole News, February 18, 1998.

Updated Major Bibliographical Resources 2023

Cassity, Michael. "Sweetwater Restaurant" Report Prepared for the Teton County Historic Preservation Board, 2005.

Holland, John. Phone Interview, September 2023.

Jackson's Hole Courier, Multiple Articles, 1911-1961.

Jackson Hole Guide, Multiple Articles, 1952-2002.

Jackson Hole Historical Society & Museum Archive.

Jackson Hole News & Guide, Multiple Articles, 2002-2018.

"New Coe Cabin Renter is Excited for a Change," Jackson Hole News & Guide, October 31, 2018. https://www.jhnewsandguide.com/news/town_county/new-coe-cabin-renter-is-excited-for-a-change/article_a6a6c2d7-6c5c-5b53-9aaf-f5607a9a4535.html

Teton County Historic Preservation Board Records.

Town of Jackson Planning and Building Records.

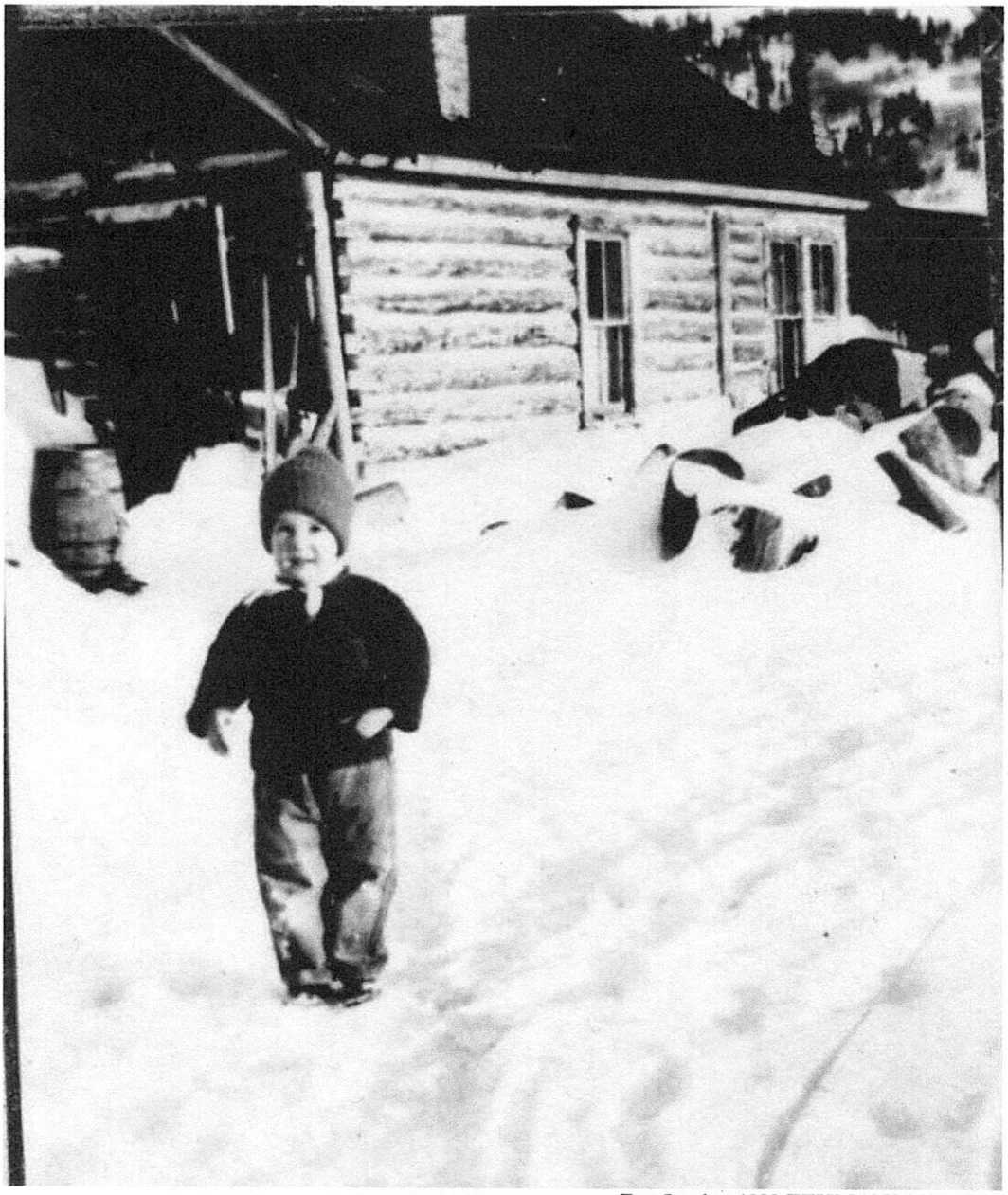
Date _____ Smithsonian # _____

8. Prehistoric/Historic Site Matrix (attach (8A) "Artifacts Associated with Prehistoric Component", (8B) "Features Associated with Prehistoric Component", (8C) "Artifacts Associated with Historic Component", (8D) "Features Associated with Historic Component" as appropriate). Check boxes for "yes" as appropriate.

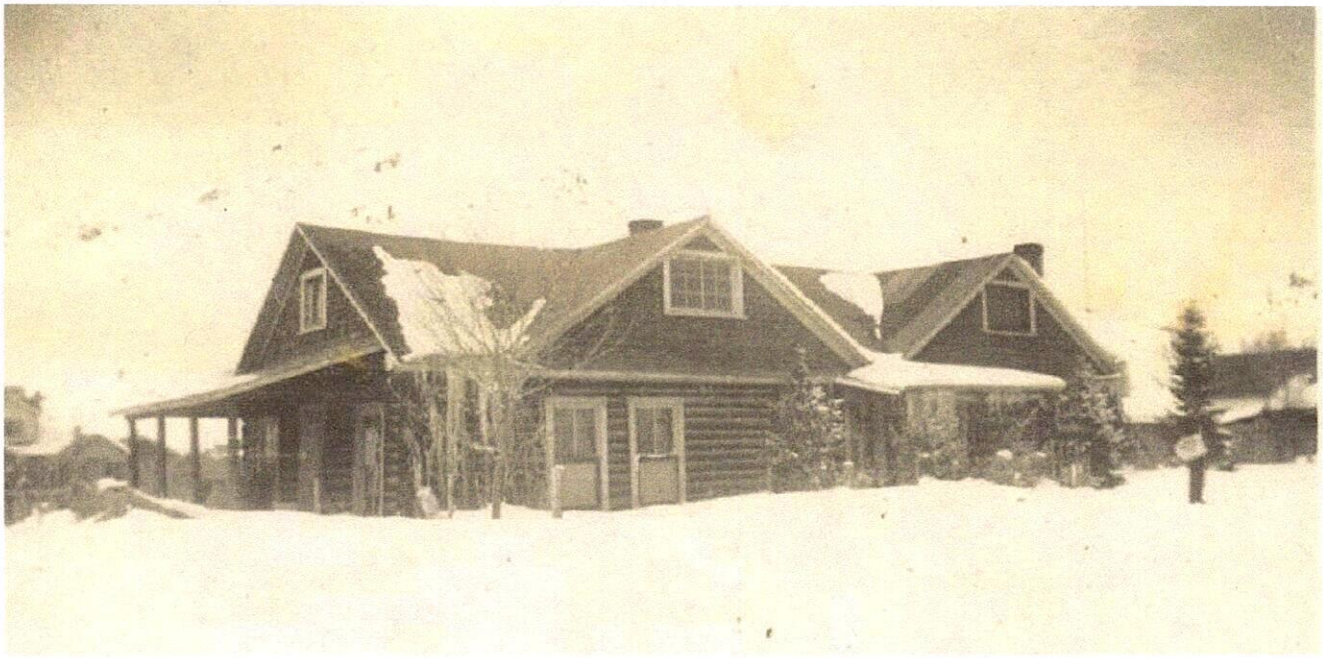
	OCCURRENCE		CONTENTS			
COMPONENT	Surface	Subsurface	Artifacts	Features	Rock Art	
PREHISTORIC						
Unknown Prehistoric	___	___	___	___	___	
Paleoindian	___	___	___	___	___	
Early Archaic	___	___	___	___	___	
Middle Archaic	___	___	___	___	___	
Late Archaic	___	___	___	___	___	
Archaic (general)	___	___	___	___	___	
Late Prehistoric	___	___	___	___	___	
PREHISTORIC PHASES (optional)						
Great Divide	___	___	___	___	___	
Green River/Opal	___	___	___	___	___	
Pine Spring	___	___	___	___	___	
Deadman Wash	___	___	___	___	___	
Uinta	___	___	___	___	___	
Firehole	___	___	___	___	___	
PROTOHISTORIC	___	___	___	___	___	
HISTORIC						Building(s)/ Structure(s)
Unknown Historic	___	___	___	___	___	___
Early Historic	___	___	___	___	___	___
Pre-territorial	___	___	___	___	___	___
Territorial	___	___	___	___	___	___
Expansion	___	___	___	___	___	_X_
Depression	___	___	___	___	___	_X_
WWII Era	___	___	___	___	___	_X_
Post WWII	___	___	___	___	___	_X_
Modern	___	___	___	___	___	_X_

Periods of Significance – Protohistoric (1720-1800) Early Historic (1801-1842) Pre-territorial (1843-1867) Territorial (1868-1889); Expansion (1890-1919) Depression (1920-1939) ; WWII-era (1940-1946); Post-WWII (1947-1955); Modern (1956-present)

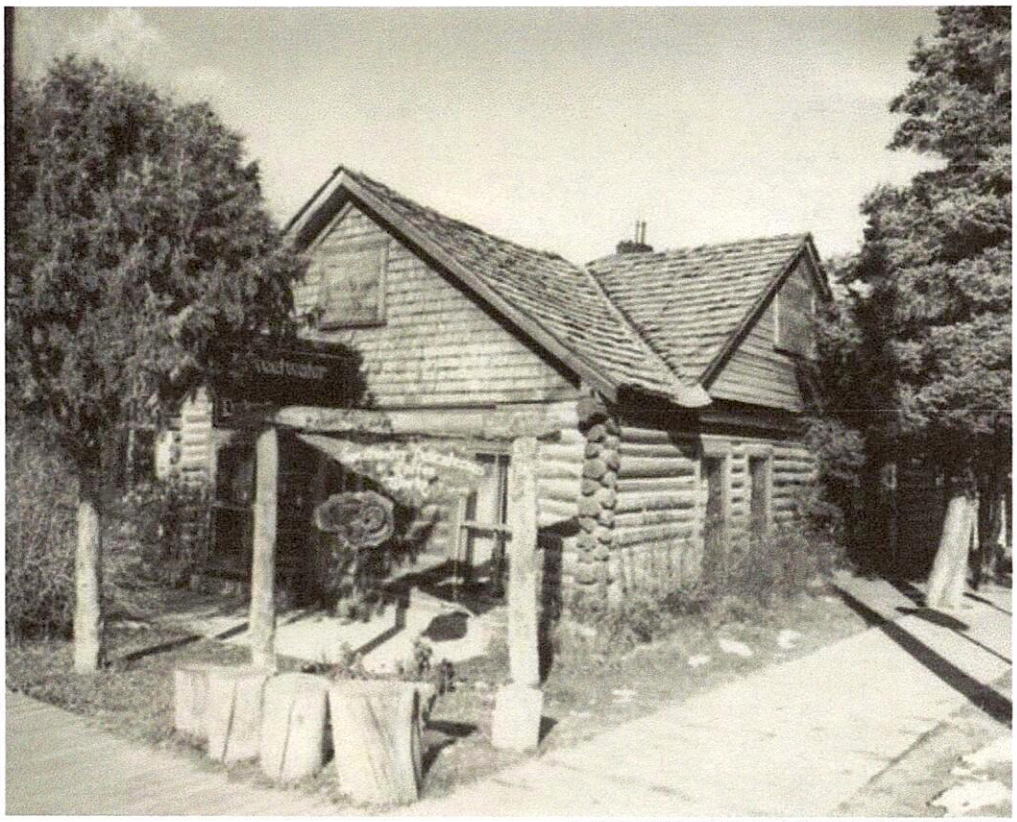
Historic Photos



Tom Lamb, c.1923 JHHSM 1958.0488.001P



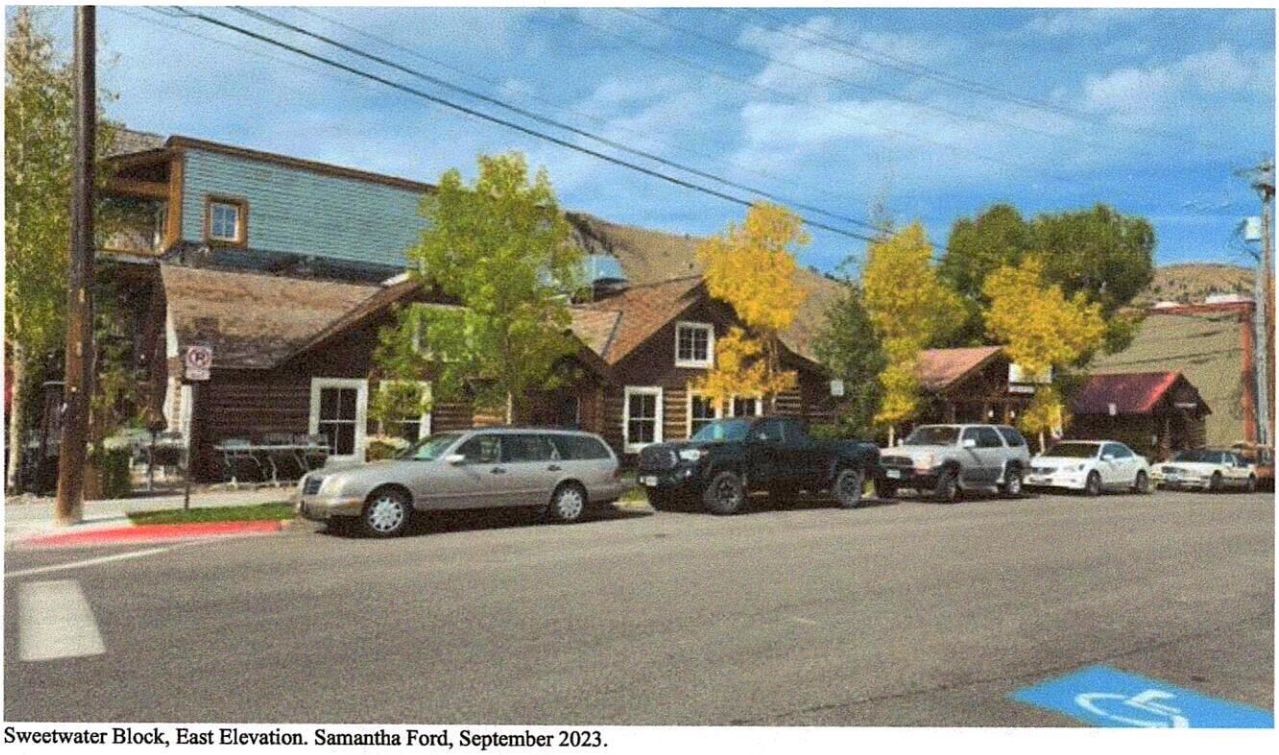
Undated Historic Photo, JHHSM 1991.3973.001



c. 1970s Historic Photo, JHHSM 1958.1074.001P

Site Photos

Coelette, East Elevation. Samantha Ford, September 2023.



Sweetwater Block, East Elevation. Samantha Ford, September 2023.

Date _____ Smithsonian # _____

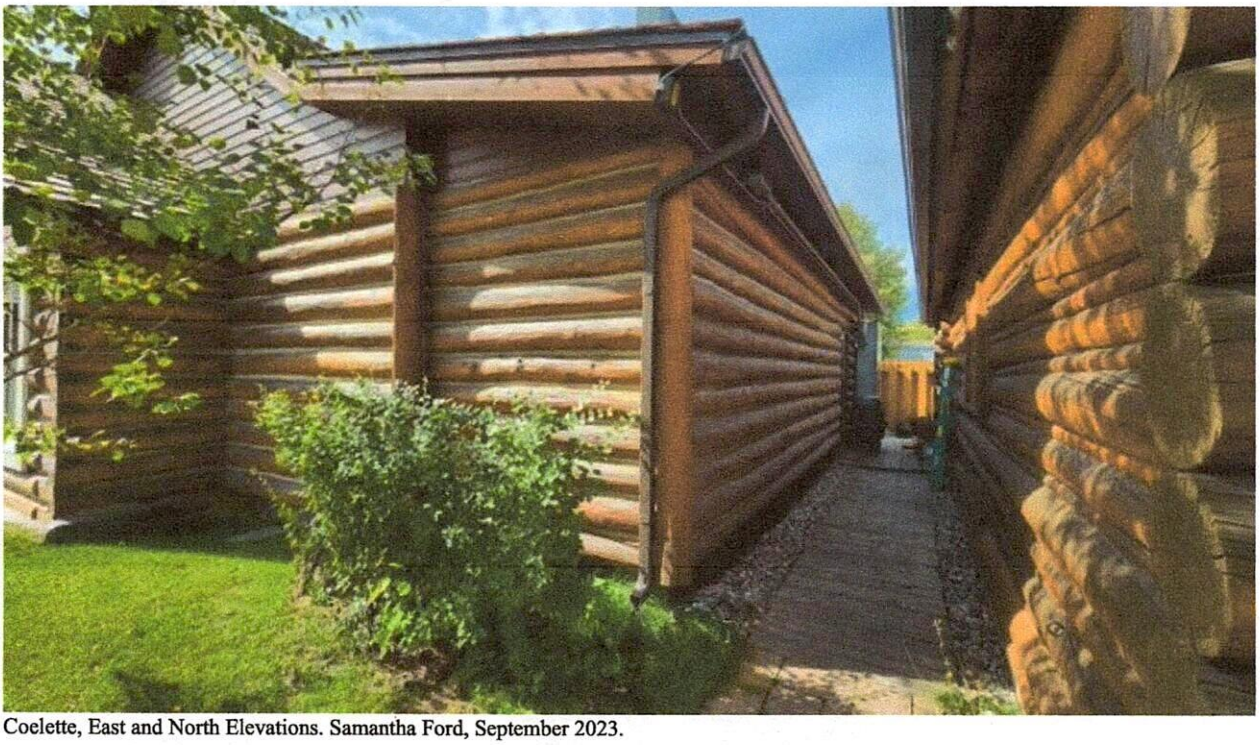
Coelette, East and South Elevations. Samantha Ford, September 2023.

Coelette, South Elevation. Samantha Ford, September 2023.

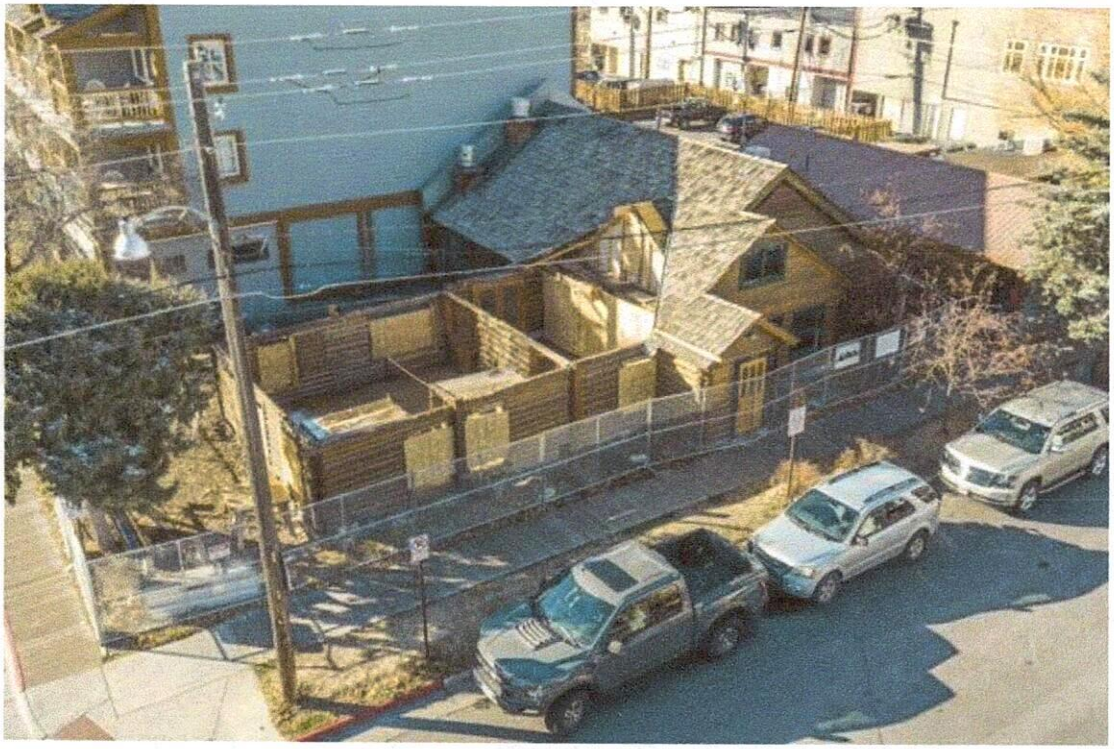
Coelette, East and North Elevations. Samantha Ford, September 2023.

Coelette, East Elevation, original core. Samantha Ford, September 2023.

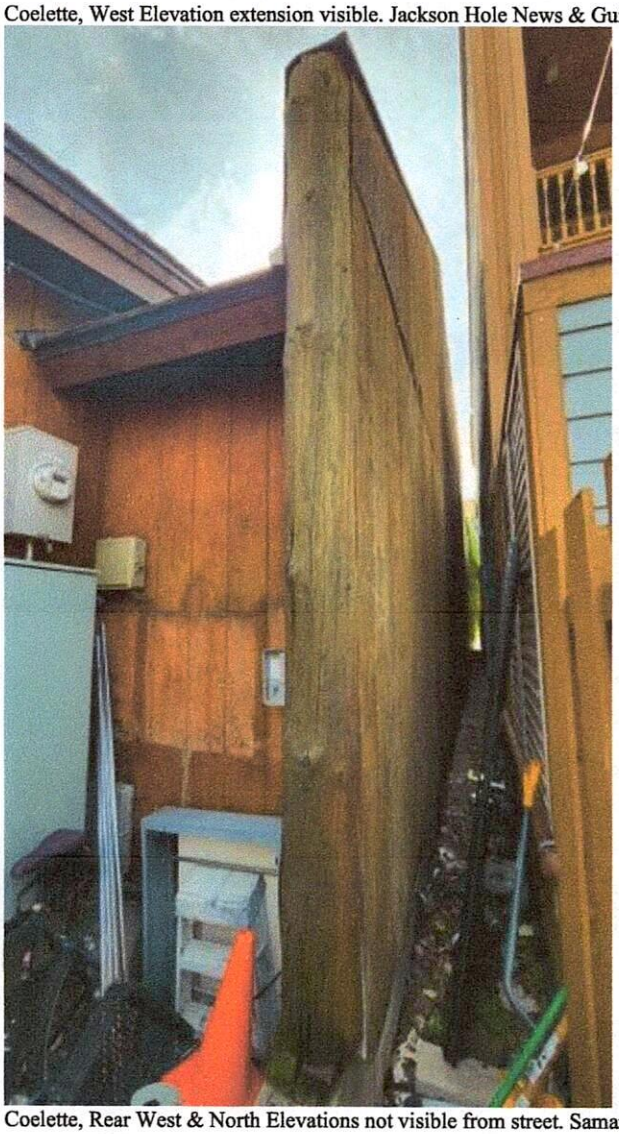
Coelette, East Elevation detail. Samantha Ford, September 2023.



Coelette, East and North Elevations. Samantha Ford, September 2023.



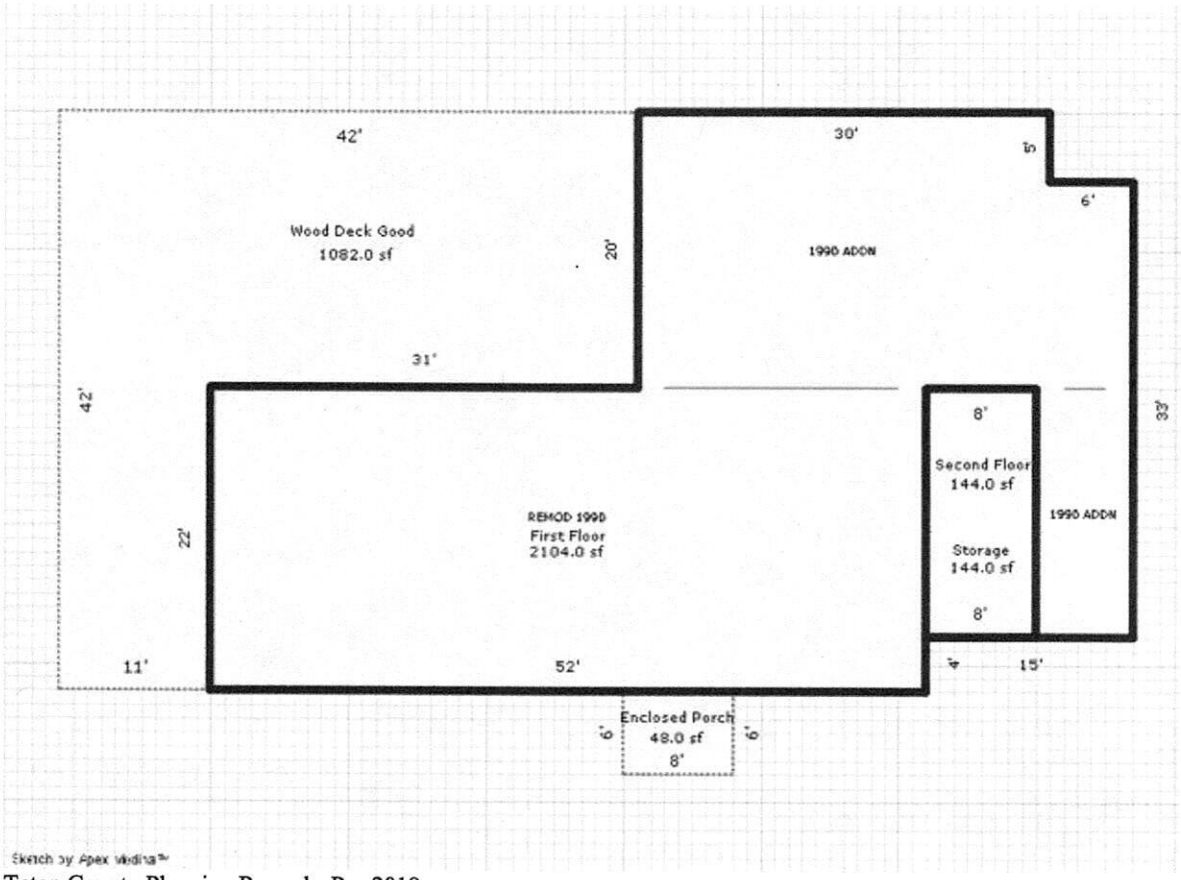
Coelette, West Elevation extension visible. Jackson Hole News & Guide, 2018.



Coelette, Rear West & North Elevations not visible from street. Samantha Ford, September 2023.

Date _____ Smithsonian # _____

Resources



Teton County Planning Records, Pre-2018.

Newspapers by ancestry

Jackson's Hole Courier (Jackson, Wyoming) · 6 Feb 1919, Thu · Page 6

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For Sale— At a bargain, House, two lots and household goods. Also barber chair and outfit. Am going to leave in March— See me before you buy.
Adv. —C. H. Dow.

1919 Feb CH Dow Selling House

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Jackson's Hole Courier (Jackson, Wyoming) · 19 Aug 1920, Thu · Page 6

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New Jackson Laundry

Mrs. Cora O'Grote recently purchased the C. H. Dow property in Jackson, and has moved the C. H. Reed laundry, which she also recently purchased, to the new location

She is now prepared to turn out first-class work.

1920 Jackson Laundry moves to Dow property

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Newspapers by ancestry
Jackson's Hole Courier (Jackson, Wyoming) · 17 Mar 1921, Thu · Page 1
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Jackson Laundry Sold

Mrs. Emily Thompson has purchased the Jackson Laundry from Mrs. Cora O'Grote and O. F. Bark. The deal included the house and lots belonging to Mrs. O'Grote, and in which the laundry was located.

Mrs. Thompson plans to hire competent help, and give the public the very best service possible.

1921 Emily Thompson purchases Jackson Laundry from OGrote

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Newspapers by ancestry
Jackson's Hole Courier (Jackson, Wyoming) · 12 Oct 1922, Thu · Page 1
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Emily Thompson who purchased the Jackson Laundry about two years ago and since that time has been turning out splendid work for the local people, has sold the good will and fixtures to Mrs. Blair. We extend to the new management our best wishes for a successful business venture.

1922 Emily Thompson sells Jackson Laundry

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Jackson's Hole Courier (Jackson, Wyoming) · 3 Nov 1921, Thu · Page 1

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Addition to Laundry

Mrs. Thompson is having quite an addition built to the laundry. A large well lighted room will be used as the new laundry room while another room somewhat smaller will be used as a dining room. The entire second floor will serve as a drying room. Plans include several pieces of new equippment.

1921 Emily addition to Laundry

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Jackson's Hole Courier (Jackson, Wyoming) · 14 Nov 1929, Thu · Page 1

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NEW BLACKSMITH SHOP BEING BUILT IN JACKSON

Edgar Coe has erected a blacksmith shop just south of the Crabtree hotel and is now ready for business. Mr. Coe came to the valley last fall with the Western Bridge and Construction Co. as their blacksmith and held that position until the completion of the company's construction job in the canyon. Here's success, Mr. Coe.

1929 Cow Built New Blacksmith Shop

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Jackson's Hole Courier (Jackson, Wyoming) · 16 Jan 1930, Thu · Page 1

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Edgar Coe who recently erected a blacksmith shop just south of the Crabtree Hotel makes a specialty of hand hammered hinges and latches, note his advertisement in this issue of the Courier.

1930 Edgar Coe recently erected shop

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Jackson's Hole Courier (Jackson, Wyoming) · 16 Dec 1943, Thu · Page 1

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Fire at Marean Home Does Little Damage

Fire, which broke out around the flue at the Martha Marean house last Sunday morning, was soon under control when the Jackson Volunteer Fire department responded to the alarm almost right across the street from the fire house.

The building is occupied by the family of Thomas A. Miller. Mr. Miller is a miner employed by Merlin Hayes at the Granite Creek coal mine.

The small damage to the building was covered by insurance and the faulty condition of the flue repaired so as to make the building habitable.

1943 Fire at Marean Home

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Jackson's Hole Courier (Jackson, Wyoming) · 21 Aug 1952, Thu · Page 1

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FIRE TUESDAY AT CHESTER WOODWARD HOME

Fire of undetermined origin early Tuesday evening seriously damaged the Martha Marean house on King street just back of the Crabtree Inn. The house was occupied by the Chester Woodward family and the fire was well underway before being discovered. It had seemingly burned between the walls and was not detected until it burst out in the upstairs. Mrs. Woodward was working at the switchboard at the local telephone office when the call came in for the fire department. Mr. Woodward had left the home only a few minutes before.

Practically all of the Woodward family's clothing and bedding, and a part of their furniture was burned or entirely ruined by smoke and water. Mrs. Marean had personal belongings and furniture stored in the house which were also destroyed and damaged. She stated that she had only small insurance coverage.

Mrs. Marean, who has been employed at Jefferson, Oregon the past few weeks, had arrived in Jackson late Monday evening and was staying at the Cora Barber home. She expected to be here only a short time and return to Jefferson for the winter.

Mrs. Jim Ellis, president of the Veterans of Foreign Wars auxiliary announced today that they are sponsoring a benefit Square Dance Saturday evening, August 23, for the Woodward family. The Dance is to be held at the new grade school gymnasium and will begin at nine o'clock. Callers for the evening will be Carl Lindquist and Paul Hedges.

1952 Bad fire at Marean House

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The Jackson Hole Guide (Jackson, Wyoming) · 21 Aug 1952, Thu · Page 1

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MAREAN HOUSE DAMAGED; WOODWARDS LOSE MANY FURNISHINGS IN FIRE

A fire which started in the upper story of the Merritt Marean house occupied by the Chet Woodward Dandy Tuesday night destroyed most of the bedding and furniture upstairs, and water and smoke hurt everything in the house. The alarm sounded about supper time and great billows of smoke indicated where the fire was without asking.

The smouldering blankets, mattresses, and clothing sent forth a dense smoke which made it hard for the volunteer firemen to see or breathe. It was extinguished within a short time but much damage was done both to the house and its contents. The downstairs furniture was moved out and was not much damaged, but the bedding and clothes belonging to the Woodwards, and the furniture and bedding which Mrs. Marean had left there was destroyed or damaged beyond use.

In exploring the ruined attic Monday evening, Mrs. Marean found a roll of Civil War papers still smouldering, and while trying to get a bucket of water to put them out she sustained a painful fall.

Mrs. Marean had just arrived Monday from Jefferson, Oregon, where she has been employed in the office of a fur farm.

She said the fire had left such a mess she hardly knew where to begin to clean it up, or how much the repair work would be. She felt worse about losing her keepsakes, pictures, etc. than she did about the furniture bedding and clothing.

The Woodward family have had more than their share of bad luck, it would seem. Last summer Mrs. Woodward had polio this summer their son Mike had it, and is still hospitalized. Now the fire destroyed their clothes, bedding, etc.

They will be aided by the V. F. W. who will give a square dance Saturday night at the new high school gym for their benefit, by the American Legion relief fund, by a collection taken around town, and by a direct contribution from the Wort. Jackson folks are always ready to help a neighbor in distress, for who knows, the next one might be you.

1952 Fire at Marean House damage

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Jackson Hole News (Jackson, Wyoming) · 15 Nov 1989, Wed · Page 47

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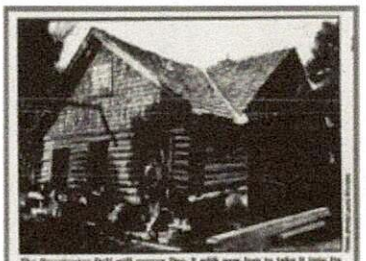

The Sweetwater Deli will reopen Dec. 7 with new logs to take it into its eighth decade, according to co-owner Steve Ellsmoyer.

Sweetwater remodel will preserve old log landmark

By Laura Brunjes

Two strangers came into Jackson some decades ago and, in a flurry before winter hit, built a log cabin. Despite irregular logs and weak mortar, that structure has endured some 70 years of sun, and today contains the warm aromas of the Sweetwater Deli.

But until Dec. 4, anyone walking to the corner of Pearl and King hoping for a lunch of Sweetwater Spanakopita will find the log cabin with its shirt down. Owner Steve Ellsmoyer promised he's not giving the historic old building a new look, only strengthening its skeleton — pouring a new foundation and replacing rotting logs so the structure will last at least a few more decades.

Rachel Stelle, who is compiling an inventory of historic buildings in Jackson for the Jackson Hole Museum/Teton County Historic Society, had a chance to hoist inside the gutted structure for clues to its history.

The Sweetwater inhabits three cabins, all built at different times and hatted together, Stelle said. History buffs and scholars differ on which of the two larger structures came first. Stelle contends the southern one came first because it is floored with a type of wide pine plank that was used earlier than the tongue-and-groove for flooring in the northern building.

Furthermore, she said, the bricks in the chimney of the southern building are from local brickmaking sources that have been dated between 1900 and 1915.

Those are clues, but she is too cautious to pin the date to construction yet.

She knows the house was built before 1920, however, because a photograph of the town dated then shows a building in the Sweetwater location.

If that image is in doubt, the history of occupants supports it further. Tom Leech of Jackson lived there with his crew of siblings when he was about two years old, Stelle said. Later, a blacksmith and his wife, Ed and Emily Cox, were there in the 1920s and 30s. Cox's workshop was just next door, in the present Shades Cafe, Stelle said.

In the 1950s and 60s Howard and Blandine Walters lived in the home. "Our biggest question mark is the pre-1920s," Stelle said.

During his dig Ellsmoyer has found a few ornaments of the past, including a scattered cache of toys which have strayed into the dirt. A root cellar dug under the northwest corner of the old cabin stretched like a coffin six feet deep, six long and four wide. Stelle said a second root cellar built later under the north building further attests to the earlier date of the southern structure.

Ellsmoyer also found a pair of bear-patrolled green pants stuffed above a window frame. "We have found that [people] would stuff anything for insulation," Stelle explained.

As Ellsmoyer and his partners Peter Ehlers and Brad Heck strengthen this structure that recalls the past, they are also planning for Sweetwater's growth into the future. In this project Ellsmoyer said he'll install a heatless ash float and put in more efficient windows.

1989 Sweetwater remodel

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The Jackson Hole Guide (Jackson, Wyoming) · 21 Aug 1969, Thu · Page 4

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LOG CABIN EXPERT

Tom Lamb, Jackson Hole's log cabin historical expert, pointed out this week that the barn for the movie production of "The Newcomers" was not constructed of dovetail logs, as reported, but tennant corners.

Lamb, who has made a lengthy study of log construction in Jackson Hole, said the term "tennant" is a Jackson Hole derivation of the woodworking term, "tennon," which means that the log is shaped on four sides and morticed with other logs.

Dovetail construction is where the ends of the logs are carefully shaped to interlock, insuring that as the building settles, the joints get tighter.

1969 Tom Lamb Tennant Corners

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Mon, Oct 16, 2023

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Newspapers

Exhibit "C"
Baseline Documentation

List of photographic index available on file at TTHP

STAFF REPORT

Meeting Date:	May 6, 2024	**Meeting Title:**	Regular Town Council
Submitting Department:	Administration	**Presenter:**	Tyler Sinclair Paul Anthony Lea Colasuonno
Agenda Item:	Petition to Vacate portion of an alley located on block addressed 325 N. Cache Street et al. (PM23-006)	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is for the Council to consider a request to vacate a portion of a public alley owned by the Town of Jackson. The vacation would enable a portion of alley to become part of a new mixed-use hotel and condominium project in the North Cache Street gateway area. If the Council grants the request, staff will need to:

1. Draft the terms of the sale or transfer of the alley property; and
2. Finalize all other relevant documents and agreements necessary to complete the vacation.

This alley vacation request is being run concurrently with a Sketch Plan (Item P24-002) for the new mixed-use hotel and condominium project, which will be considered by Council immediately after this item.

Requested Action.
The applicant, Mogul Hospitality Partners – Jackson LLC, is requesting approval of a Petition to Vacate a 20' x 360' (7,200 sf) portion of alley located on the North 300 block bounded by North Cache Street, Mercill Avenue, North Glenwood Avenue, and Perry Street. Mogul did not request vacation of the remaining 140' of the alley (north end).

Recommendations.
Staff makes no recommendation on whether or not the alley should be vacated. The Council has the sole discretion to vacate Town streets and alleys and may do so based on what it deems to be in the public's best interest.

However, if the Council supports vacating a portion of the alley as requested, staff proposes the following condition of approval:

1. The applicant shall provide execute a maintenance agreement with the Town to be recorded against the remaining 140 feet of the alley to ensure that the Town does not take on the additive burden of maintaining a dead-end alley.

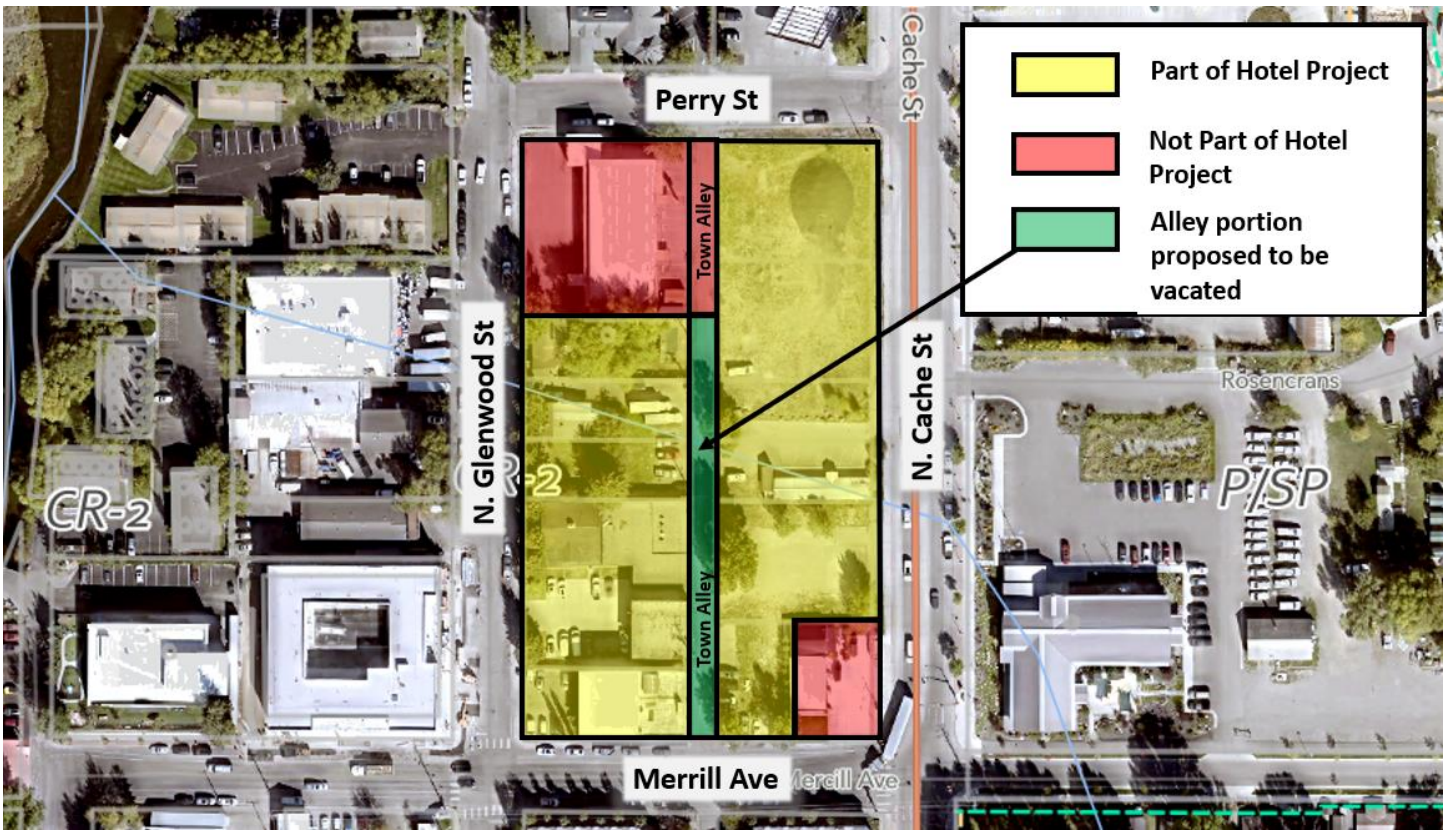
Notably, staff does not support the option of vacating the entire alley due to concerns the remaining 140 feet is adjacent to a different property owner, not the applicant.

See below in the staff report for more analysis of the alley vacation request.

Key Policy Questions.

1. Does the Council support vacating a portion of the alley as proposed?
2. If so, does the Council find the proposed offer by the applicant (i.e., 30 deed-restricted units, payment of left turn lane, etc.) for the alley vacation to be acceptable? If not, what changes need to be made?
3. Does the Council need additional information to make a decision?

Project Location.
The alley serves the entire block bounded by North Cache Street, Mercill Avenue, North Glenwood Avenue, and Perry Street.



Background.
Site Background
Mogul Hospitality Partners – Jackson LLC owns approximately 2.59 acres (the 11 properties highlighted in yellow above) that constitute nearly a full Town block, except for the .15-acre property on the southeastern corner of the block (315 North Cache Street) and the .48-acre property in the northwestern corner of the block (390 North Glenwood Street). The site is served by a north/south alley connecting Mercill Avenue to Perry Street, zoned Commercial Residential – 2 (CR-2), and located in the Lodging Overlay.

Sketch Plan Proposal
The applicant has submitted a Sketch Plan to redevelop the entire site by removing all existing buildings and constructing a new three-story, 42' tall, mixed-use hotel building. As proposed, the building consists of 171 hotel rooms, 36 market long-term residential units (not allowed for short-term rental) which are tied to the 2:1 Workforce Housing Bonus (referred to as "2:1 Bonus"), a spa, fitness center, retail space, two restaurants, two bars/lounges, a rooftop deck, and ancillary hotel office/meeting space. There are two basement levels, the lowest of which is the parking garage and the upper of which is habitable and daylights around the entire perimeter of the building. The building's total gross square footage is roughly 365,980 sf (200,641 sf above grade and 165,339 sf below grade). Roughly 290,000 sf of the total gross square footage is habitable conditioned space. The applicant is not proposing to use the 7,200 sf vacated alley (if approved) for additional floor area and is applying the 0.8 FAR to the original site of 113,000 sf only not including the alley. Please see the Sketch Plan staff (P24-002) accompanying this staff report for more details on the project.

August 2023 Workshop

The applicant previously met with the Council in August 2023, as part of a pre-application request (P23-127), to present two different conceptual site designs for their mixed-use hotel and condominium project to receive the Town Council's initial thoughts, feedback, and potential support to move forward with a formal request. Scheme 1 involved no alley vacation but proposed extensive encroachments into the alley (e.g., underground parking, sky bridges, etc.), and Scheme 2 involved vacating a 20' x 360' portion of the alley between Mercill Avenue and Perry Street. The applicant's preferred option was, and still is, Scheme 2, and the Town Council was questioned on their level of interest assuming 1) a fair exchange could be agreed upon (this included the Council's general interest in the applicant offering additional affordable deed-restricted housing), and 2) vacating the alley would result in significant public benefit (such as public access to open spaces/courtyards). Although pre-application requests involve no formal decision or motion, the Town Council indicated that they were open and not opposed to considering a formal request for an alley vacation. The Council also noted that it preferred to review any such alley vacation request concurrent with a project design that was further developed so that they could better see and understand the practical impacts of vacating the alley. For this reason, the alley vacation request is being reviewed concurrently with the applicant's Sketch Plan. This of course comes with risk to the applicant knowing that if the Council does not approve the alley vacation, the Sketch Plan would either need to be denied or continued to a future date so that the applicant could redesign and resubmit.

Requested Action.

The applicant is proposing to vacate the southernmost 20' x 360' of the alley (7,200 sf of land area) between Mercill Avenue and Perry Street, while the remaining northernmost 140' of alley adjacent to the Cache Creek Motel would remain as a public alley. Although a partial vacation is proposed, the applicant has verbally stated they are open to a full alley vacation should that be the Council's desire. Please see the attached alley vacation application from the applicant for more detail on their request.

In summary, in exchange for vacating the alley, the applicant is offering the following:

1. Use of the alleyway optimizes the site and allows for street and retail activation by providing a pedestrian paseo (i.e., narrow pedestrian walkway) through the Project creating an inviting and usable space for both the public and guests of the Property.
2. Increases curb appeal by breaking up the project massing with courtyard and public spaces, including an area which includes a modern take on an iconic Jackson Barn for meeting and conference space.
3. Retains the northern portion of the alley for truck and loading access for the Project and neighboring property.
4. Reduces service burden for the Town's public works, who has advocated that the Town vacate the entire alleyway to alleviate servicing requirements.
5. Mogul would further deed restrict 30 designated workforce units at the Loop (Mogul Capital's approved 194-unit multifamily project on South Park Loop Road in Jackson) as affordable units. Mogul would work with the Town and Housing Department on the form and substance of the deed restrictions.
6. Mogul would cover the Town's portion of the center turning lane on South Park Loop Road for development at The Loop, which portion is estimated to cost +/-$500,000. The Town has indicated they will not have sufficient funds to cover their portion until YE 2028. Pursuant to the approved Development Plan for the Loop (P22-141), the Town agreed to split (50%/50%) the cost of construction of the left turn lane on South Park Loop Road.

Analysis.

Two-Step Review Process

Approval of the alley vacation is a two-step process. The first step is Council's decision to approve (or not) the requested vacation. If the Council does not support the vacation, then the alley vacation is resolved without any further action. If the Council supports the vacation, then the process moves to the second step, wherein the Council directs staff to prepare the necessary planning, engineering, and legal documents to finalize the vacation (including those related to utility relocation, vacation terms and conditions, etc.). All of this work would need to be finalized prior to the submittal of the building permit for the project (assuming the Development Plan is approved).

Alley Vacation Considerations

Streets and alleys are for public use and held by the Town for such use. Relinquishing them and restricting public movement is significant and should only be done after serious consideration. Determining whether the alley should be vacated primarily involves weighing competing public interests and considering public necessity or need, public safety, public benefit, public convenience, the public burden (including the burden of repair and whether that burden is unreasonable), and the usefulness to the public of the alley. In short, the Council has broad discretion to weigh these considerations and any other considerations it finds relevant and reasonable. The Council may negotiate with an applicant to reach an agreement on vacating an alley that fairly balances and protects the public's interest in exchange for the alley vacation.

The Council's decision regarding the alley vacation plays a key role in determining the final design and review of the applicant's Sketch Plan and Development Plan. The applicant has submitted a Sketch Plan which is being reviewed concurrently so that Council can see how the vacated property would be used in the future.

This is not first alley vacation request to come before the Council in recent years. The Council considered (and approved) three previous alley vacation requests in the last, roughly, 10 years, all related to hotel or lodging uses (e.g., The Cloudveil, Hotel Jackson, and Rustic Inn). In each of those cases, the alleys were short, dead-end alleys that did not connect to any other properties. The Cloudveil hotel was unique in that it *replaced* a vacated substandard 10'-wide alley with a full 20'-wide public alley. The current applicant is requesting the vacation of a large portion of a 20'-wide alley that serves a full Town block and connects two streets.

Staff has the following general comments for the Council's consideration:

- If approved, this would be the first time the Town has vacated an intact, continuous alley (in recent memory). This is important because the Town's traditional platting and infrastructure network is based on a street and alley system, with streets providing public access and alleys supporting deliveries, rubbish, utilities, back of house operations, etc. This layout of streets and alleys breaks up blocks into smaller development sites and thus breaks up the size and design of buildings on those blocks. Approval of this proposal would move this portion of Town away from this standard layout out towards a much larger block design changing traffic circulation, building layout, and other elements.
- Based on preliminary analysis from the Town Engineer, all Town utilities (e.g., water, sewer, Cache Creek Tube, etc.) should be able to be safely relocated from the alley to the surrounding public ROW and will be solely at the applicant's cost.
- The Fire Department stated that it has no objection to the alley being vacated.
- Public Works recommends vacating the entire alley versus a partial vacation, if the Council supports some type of vacation. But if a partial vacation is approved, then Public Works recommends requiring a maintenance agreement to ensure that the Town is not responsible for maintaining a dead-end alley.

- The proposed hotel development would be located in a highly visible site on the Town's northern gateway entrance. This northern gateway area has been identified for significant visual enhancement in the Comprehensive Plan and is currently subject to an ongoing streetscape enhancement project by Public Works.

Aside from staff's general comments, below is a table identifying some potential pros and cons of vacating a portion or all of the alley:

Summary Table of Potential Impacts if Alley is Partially or Fully Vacated	
Pros	**Cons**
Enables the creation of two large public amenity spaces/courtyards, one along Mercill Avenue and one along Glenwood Street, that are visible and accessible from public streets.	Town loses permanent ownership of a portion of the alley which could be a problem or constraint if the property redevelops in the future and limited internal access to the site exists. Public access to the large courtyards is not guaranteed in perpetuity unless easements are granted. No public easements are proposed at this time.
Facilitates large breaks in the building to reduce the perceived mass of the building facade as viewed from public streets.	Loss of the alley enables the development of one large building which could arguably be contrary to the Design Guidelines and community character goals of the Town. Keeping the alley bisects the project into two distinct building sites or buildings.
Retains the northern portion of the alley for truck and loading access for the project and neighboring Cache Creek Motel property. The applicant will need to provide separate loading/unloading/deliveries on their property to limit impacts to the Cache Creek Motel. This is a condition of approval as part of their Sketch Plan.	Creates a dead-end alley and may create impacts on Perry Street ROW, such as temporary blockages by large delivery trucks as they back into alley. The applicant will need to ensure snow removal, loading, safe and efficient off-street deliveries, and trash pick-up can still function efficiently. The applicant will need to provide separate loading, unloading, and deliveries on their property to limit impacts to the Cache Creek Motel. This is a condition of approval as part of their Sketch Plan.
Cost saving to the Town of no longer having to maintain the vacated alley (e.g., snow plowing, surface maintenance, etc.)	May create complications for maintaining in the non-vacated portion of the alley. This concern can be mitigated with a maintenance agreement recorded requiring the applicant to maintain the alley.
Applicant pays for 100% of the costs to relocate utilities and Cache Creek tube.	Creates a precedent for other developers to expect alley vacations for future projects.
The Town is relieved of having to pay roughly $500,000.00 for the left-hand turn lane for The Loop.	
The Town receives 30 affordable deed-restricted units that were previously restricted as workforce units.	

Town staff from the Planning, Public Works, Legal, and Fire Departments have reviewed the vacation request and no objections have been provided, other than the Public Works Department recommends that the entire

alley be vacated rather than just the 360' portion of the alley request by the applicant. The Planning Department's general conclusion is that the public benefits of the vacation, from an urban design standpoint, equal or outweigh the negative impacts of losing the vacated portion of the alley. For example, if the alley remains, the design could result in longer continuous street walls along all street frontages because much of the outdoor amenity space might be oriented inward to the building or off the alley similar to the Springhill Marriott on Simpson Avenue or the new Pearl/Cache redevelopment of the Ranch Inn. In general, Planning staff acknowledges that the alley vacation may offer a significant opportunity to better open the design to the adjacent public streets, resulting in potentially better urban design outcomes that benefit the public. On the other hand, as mentioned above, loss of the alley creates a larger "super blocK" that deviates from the traditional street/alley network pattern.

Review Process for Proposed Development

If the Council is open to considering either a partial or full alley vacation, then the future review process would be as follows:

1. **Sketch Plan** (already submitted and under review)
    a. Design Review Committee (initial review) (done concurrently with Sketch Plan)
2. **Finalize Alley Vacation Agreement/Prepare Warranty Deed for Transfer of ownership of alley.**
    a. Done concurrently with Development Plan and then finalized with building permit
3. **Development Plan**
    a. Design Review Committee (final review) (done concurrently with Development Plan)
    b. Planning Commission
4. **Grading Pre-application Conference**
    a. Pre-building permit submittal requirement.
5. **Building permit**
    a. Grading permit concurrent

Possible Alternatives.

1. Approve a full alley vacation. The Council could approve a full alley vacation which would support Public Works' concerns of having to maintain a dead-end alley. This alternative would require, at the least, an access/utility easement be granted to the Cache Creek Motel property that is equivalent in size and function to the existing alley that abuts their property. The Town Attorney does not support this alternative.
2. Deny the Request. The Council could deny the alley vacation request. The denial of this alley vacation request will trigger a redesign of the building and site requiring the applicant to revise their Sketch Plan application and go back before the DRC and Planning Commission for review.
3. Other.

Comprehensive Plan.

The Comprehensive Plan does not say much about the desired use of the public ROW or public property in general, but the following policies may be relevant to the Council's alley vacation request.

> **Policy 7.1.d: Maximize interconnection, redundancy, and hierarchy in the transportation network**. The development of an interconnected and redundant network is critical to the assurance of a safe, efficient, and complete transportation system. In the event of a closure due to a hazard, redundancy will ensure access between locations in the community. Single occupancy vehicle capacity should only be added for

health and safety. The Town and County will consider the need for interconnection, redundancy, and hierarchy when planning for our transportation network.

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 to provide unique and interesting gateway enhancements.

Fiscal Impact.
The fiscal impact and public benenfit of this request will be determined by the final terms and conditions of the exchange if it occurs.

Staff Impact.
The amount of staff time to review, meet with the applicant, research, advise Council, and write this report including future work to send final letters is roughly 120 hours.

Attachments or Links.
Department Reviews
Applicant Submittal
Public Comment

Suggested Motion.
If Council is inclined to vacate the alley, staff recommends the following motion:

I move to direct staff to prepare the necessary documentation associated with vacating the requested portion of the alley, including staff's recommended terms and conditions in the departmental reviews, with the exception of the condition that the entire alley be vacated, and present the item on a future Council agenda for Council's review and consideration.

(All motions are made in the affirmative and then voted against if not supported)

MOGUL CAPITAL

August 31, 2023

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

RE: Miscellaneous Planning Request: N Cache Lodging and Residential Development

Dear Paul,

Please accept this Miscellaneous Planning Request for the Partial Alleyway Vacation proposal for the 375 – 325 North Cache Street, 45 & 65 Mercill Avenue and 330 – 370 North Glenwood Street project (the "Project"). Following a productive discussion with the Town Council on August 21, 2023, we are formally submitting a partial alley vacation request to the Town of Jackson, which includes a consideration proposal for the partial vacation of the alleyway. This request is being submitted in parallel to the Sketch Plan Pre-Application for the Project which was submitted on August 25, 2023.

As discussed at the August 21 Town Council meeting, the proposed concept for the Project includes a portion of the alley integrated and converted into a public amenity for both guests at the Project and the public. This proposed use of the alleyway provides the following significant public benefits and improves the overall design of the project for the Town of Jackson:

1. Use of the alleyway optimizes the site and allows for street and retail activation by providing a pedestrian paseo through the Project creating an inviting and usable public space.
2. Increases curb appeal by breaking up the project massing with courtyard and public spaces, including an area which includes a modern take on an iconic Jackson Barn for meeting and conference space.
3. Retains the northern portion of the alley for truck and loading access for the Project and neighboring property.
4. Reduces service burden for the Town's public works, who has advocated that the Town vacate the entire alleyway to alleviate servicing requirements.

As proposed at the Town Council workshop on August 21, 2023, Mogul Capital is advancing the following additional public benefits in consideration for the fee simple title and approval of use of the alleyway in its Project:

1. Mogul would further deed restrict 30 designated workforce units at The Loop as affordable units (including the 10 bonus units for full offsite mitigation[1]). Mogul would work with the Town and Housing Department on the form and substance of the deed restrictions.
2. Mogul would cover the Town's portion of the center turning lane on South Park Loop Road for development at The Loop, which portion is estimated to cost +/-$500,000. The Town has indicated they will not have sufficient funds to cover their portion until YE 2028. Pursuant to the approved Development Plan for the Loop (P22-141), the Town agreed to split (50%/50%) the cost of construction of the left turn lane on South Park Loop Road.

We feel strongly that the public benefits of this alley vacation proposal far outweigh the existing public benefits of the alley, including *affordable* housing for 30 qualified households and accelerated implementation of a privately-funded center turn lane in a project that is currently under building permit review.

Located on the North end of town, our gateway project seeks to benefit both residents and tourists alike by providing residential housing and lodging to the Town of Jackson. With this project, we will improve a block with vacant parcels, aged buildings and infrastructure by building an elegantly designed lodging and housing project. In addition, this project is conveniently located at the north end of town, providing quick access into Yellowstone and Grand Teton National Park, while also being a short walk to Town Square.

Attached is the conceptual design mentioned above, which shows the portion of the alleyway that Mogul seeks to vacate. Mogul is currently only requesting the vacation of a portion of the alleyway shown in the enclosed conceptual design plans but is open to proposals from the Town to vacate the entire alleyway as a potential cost-savings to the Town. Mogul will also reach out to the owner of the Cache Creek Lodge property (390 N. Glenwood Street) to see if they would be amenable to a full alley vacation and if so, resulting maintenance obligations. We look forward to meeting with you and your colleagues to further discuss this proposal, obtain input and move the application forward.

Sincerely,
Brad Wagstaff
Chief Executive Officer

[1]To further clarify: 20 affordable units in consideration of alley vacation + 10 affordable units for utilizing all off-site mitigation at the Loop = 30 *affordable* units at the Loop in lieu of 30 *workforce* units."

PLANNING PERMIT APPLICATION
Planning & Building Department

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

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

For Office Use Only

Fees Paid _____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: Jackson - North Cache Hotel/Multi-Use Development

Physical Address: 335 N Cache

Lot, Subdivision: Various, included herein PIDN: Various, included herein

PROPERTY OWNER.

Name: Mogul Hospitality Partners - Jackson, LLC Phone: 435-709-1004

Mailing Address: 376 Gateway Dr, Heber City, UT ZIP: 84032

E-mail: bradw@mogulcapital.com

APPLICANT/AGENT.

Name: Mogul Hospitality Partners - Jackson, LLC Phone: 435-709-1004

Mailing Address: 376 Gateway Dr, Heber City, UT ZIP: 84032

E-mail: bradw@mogulcapital.com

DESIGNATED PRIMARY CONTACT.

X Property Owner _____ Applicant/Agent

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

Use Permit

_____ Basic Use

_____ Conditional Use

_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment

_____ Variance

_____ Beneficial Use Determination

_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan

_____ Development Plan

_____ Design Review

Subdivision/Development Option

_____ Subdivision Plat

_____ Boundary Adjustment (replat)

_____ Boundary Adjustment (no plat)

_____ Development Option Plan

Interpretations

_____ Formal Interpretation

_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment

_____ Map Amendment

Miscellaneous

X **Other:** Alley Vacation

_____ Environmental Analysis

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

Pre-application Conference #: _____ Environmental Analysis #: _____

Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

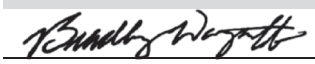
X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

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

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

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

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



Signature of Property Owner or Authorized Applicant/Agent

8.28.2023

Date

Brad Wagstaff

Name Printed

CEO

Title

MOGUL CAPITAL

The Addresses and PIDNs for the referenced property are included below:

Lot Information:

- 370 N Glenwood Street
  - PIDN: 22-41-16-28-4-03-003
- 360 N Glenwood Street
  - PIDN: 22-41-16-28-4-03-006
- 350 N Glenwood Street
  - PIDN: 22-41-16-28-4-03-007
- 330 N Glenwood Street
  - PIDN: 22-41-16-28-4-03-008
- 65 Mercill Avenue
  - PIDN: 22-41-16-28-4-03-012
- 375 N Cache Street
  - PIDN: 22-41-16-28-4-03-001
- 355 N Cache Street
  - PIDN: 22-41-16-28-4-03-004
- 345 N Cache Street
  - PIDN: 22-41-16-28-4-03-013
- 335 N Cache Street
  - PIDN: 22-41-16-28-4-03-005
- 325 N Cache Street
  - PIDN: 22-41-16-28-4-03-009
- 45 Mercill Avenue:
  - PIDN: 22-41-16-28-4-03-011

CONCEPT DESIGN | AUGUST 2023

JACKSON HOTEL

MOGUL CAPITAL

Architecture.
Design.
Relationships.

JACKSON, WY

N

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

SITE CONTEXT

Architecture.
Design.
Relationships.

3

Scale
Job No. 2023-0270
Date 2023-08-08

LEGEND

- Bike Route
- Trails
- Pathway
- Public Facility
- Roads
- Sponsors
- Park

- Hiking/Biking Trailhead
- Restrooms
- Parking
- Post Office
- Visitor Center
- St. John's Hospital
- School
- Bike Repair Station
- Grand Loop - 35 Miles

1. JH/Greater Yellowstone Visitor's Center
2. Bridger-Teton National Forest
3. Rec Center
4. Jackson Hole Community Pathways
5. Friends of Pathways
6. Teton County Library

START BUS
START Bike Download App: BCycle

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

TRAFFIC ANALYSIS

Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2023-08-08

NORTHWEST CORNER

NORTHEAST CORNER

SOUTHWEST CORNER

SOUTHEAST CORNER

	Residential		
	Market Rate	Luxury	Parking
Level	Keys	Keys	Required
B02			
B01			0
L01	5	5	15
L02		8	12
L03	22	8	45
Total	27	21	72
TOTAL RESI.	48		

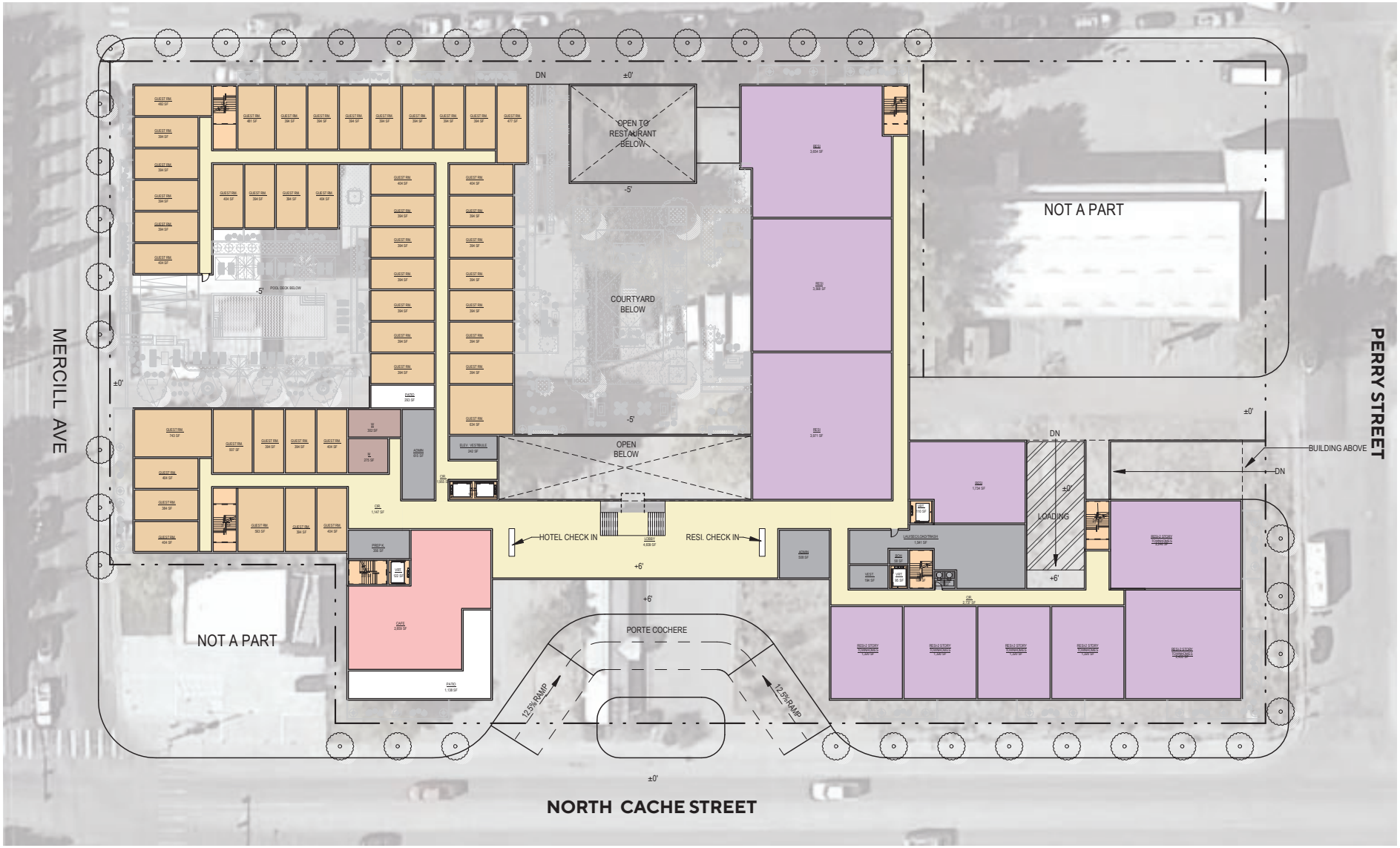
	Hotel	
		Parking
Level	Keys	Required
B02		
B01	31	25
L01	45	36
L02	70	56
L03		
Total	146	117
TOTAL HOTEL	146	

	Parking	
	Stalls Required	Stalls Provided
B02	189	207

Area			
Previous Design		Updated Design	
Site Area	Allowable Comm FAR	Site Area	Allowable Comm FAR
140,346	112,277	115,118	92,094

	Commerical	Resi.	Service	Garage	Total
B02			12,600	71,477	84,077
B01	55,971	11,282			67,253
L01	30,702	28,891			59,593
L02	36,816	30,125			66,941
L03		66,937			66,937
Total	**123,489**	**137,235**	**12,600**	**71,477**	**344,801**

Commerical FAR Area (excl. B1&B2) **67,518 SF**



MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

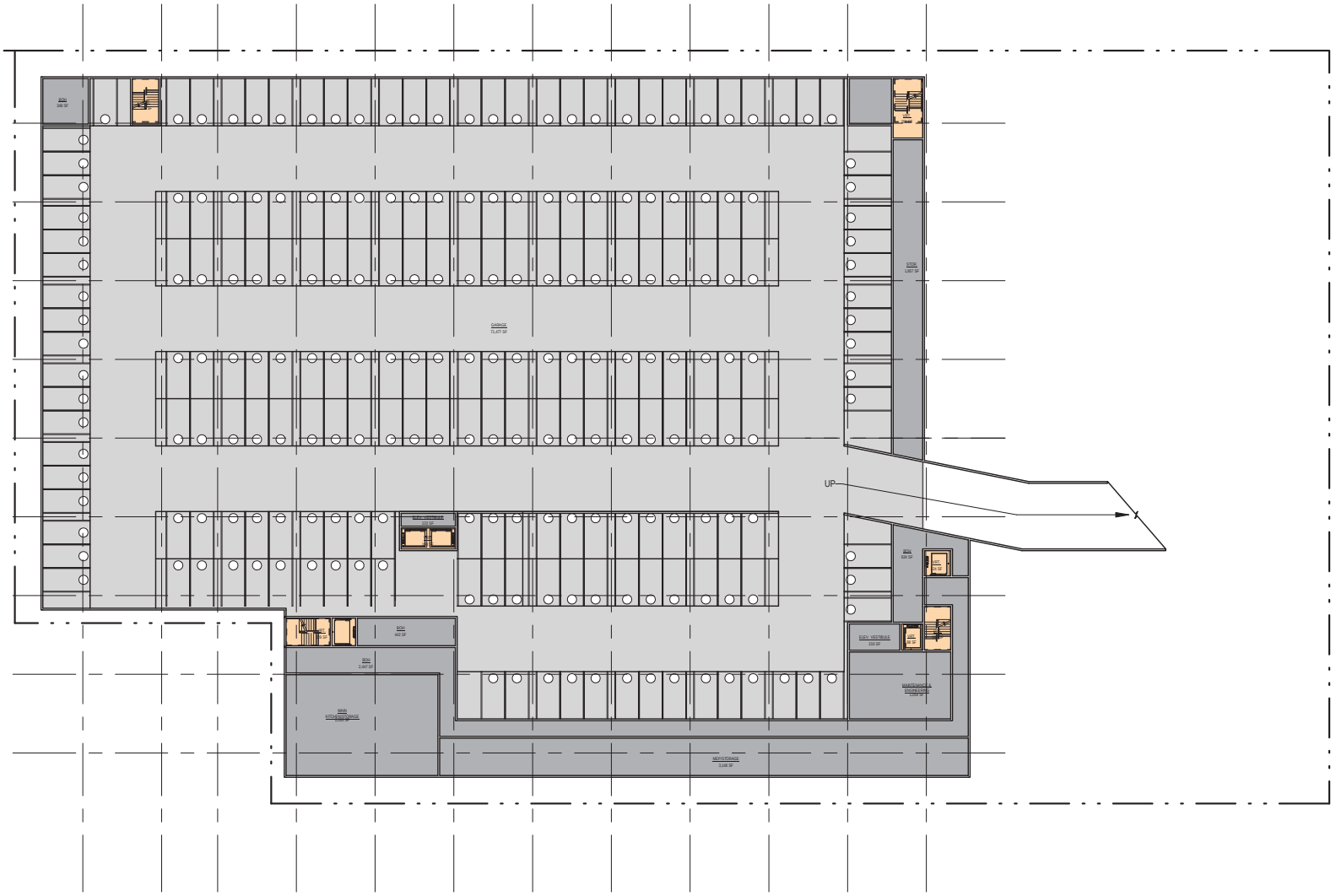
SITE PLAN

N

SCALE: 1" = 40'

Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2023-08-08



MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

FLOOR PLAN - LEVEL B2

N

0 40' 80'

SCALE: 1" = 40'

Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2023-08-08

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

FLOOR PLAN - LEVEL B1

N

0 40' 80'

SCALE: 1" = 40'

Architecture. Design. Relationships.

20

Scale
Job No. 2023-0270
Date 2023-08-08

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

FLOOR PLAN - LEVEL 1

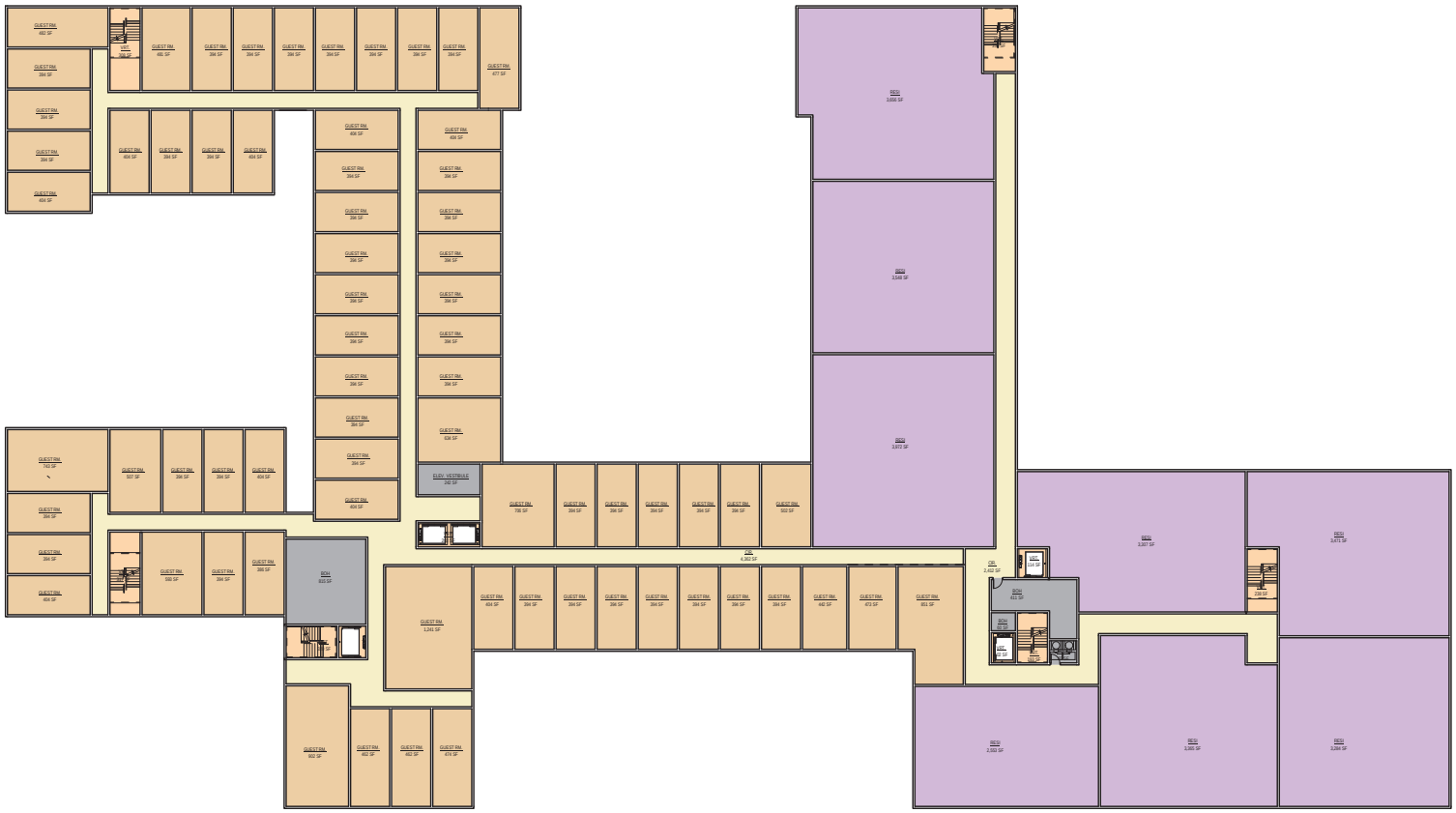
N

SCALE: 1" = 40'

Architecture. Design. Relationships.

21

Scale
Job No. 2023-0270
Date 2023-08-08



MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

FLOOR PLAN - LEVEL 2

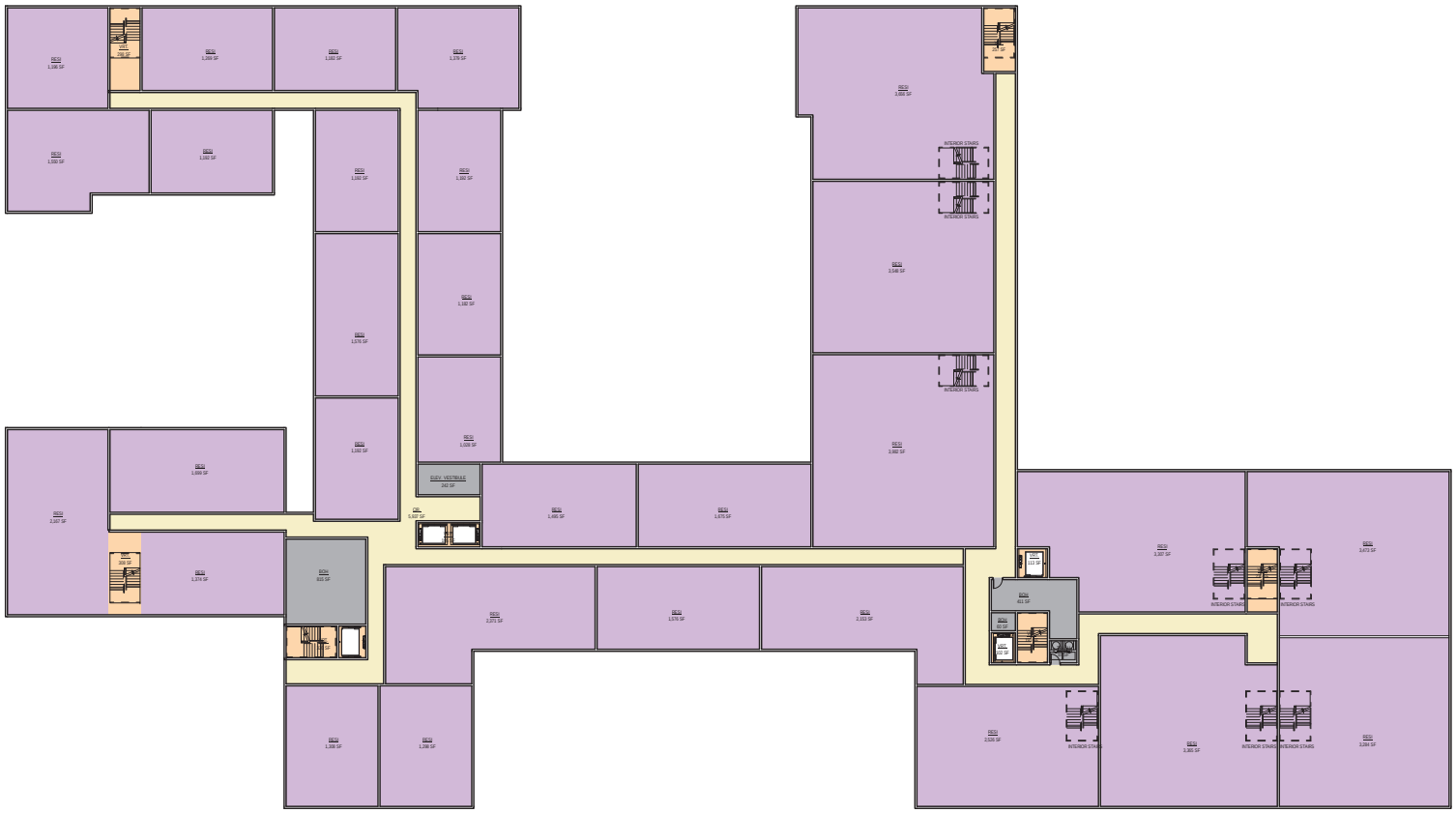
N

0 40' 80'

SCALE: 1" = 40'

Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2023-08-08



MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

FLOOR PLAN - LEVEL 3

N

0 40' 80'

SCALE: 1" = 40'

Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2023-08-08

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

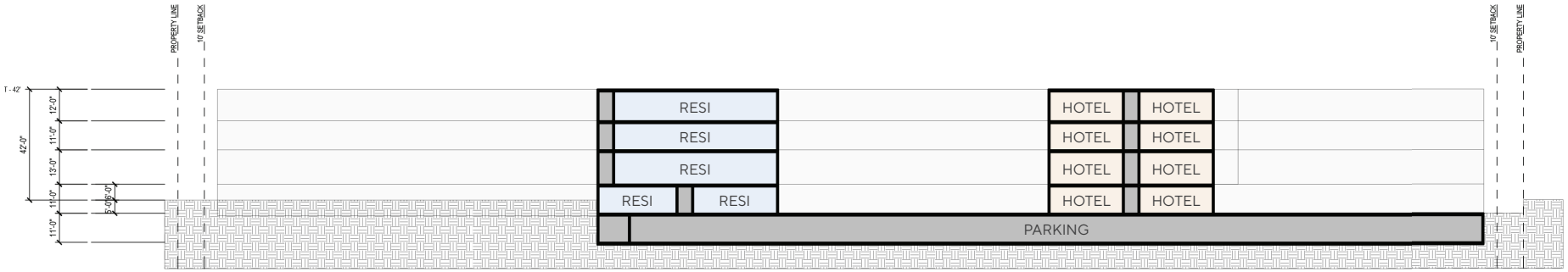
ROOF PLAN

N

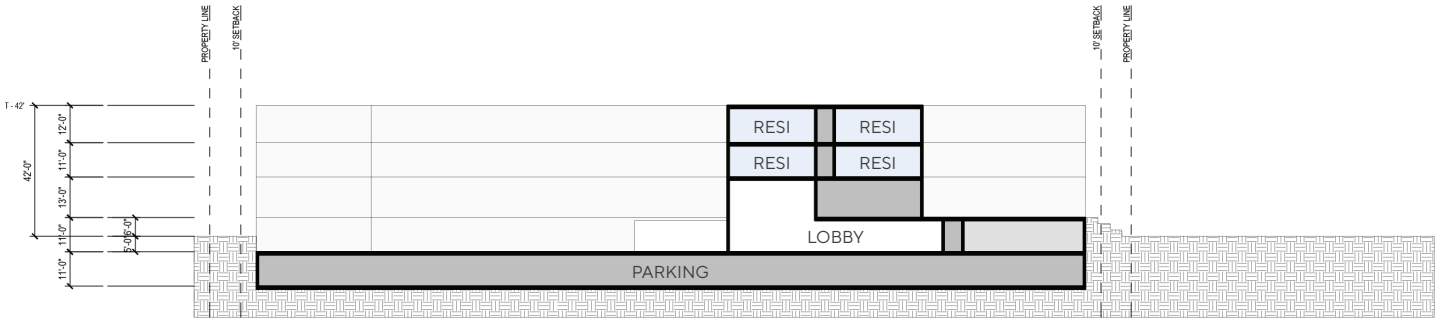
SCALE: 1" = 40'

Architecture. Design. Relationships.

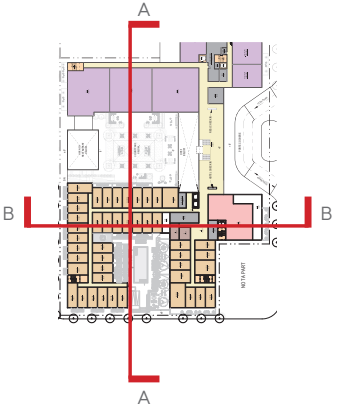
Scale 1" = 40'
Job No. 2023-0270
Date 2023-08-08



SECTION A



SECTION B



MOGUL CAPITAL

JACKSON HOTEL

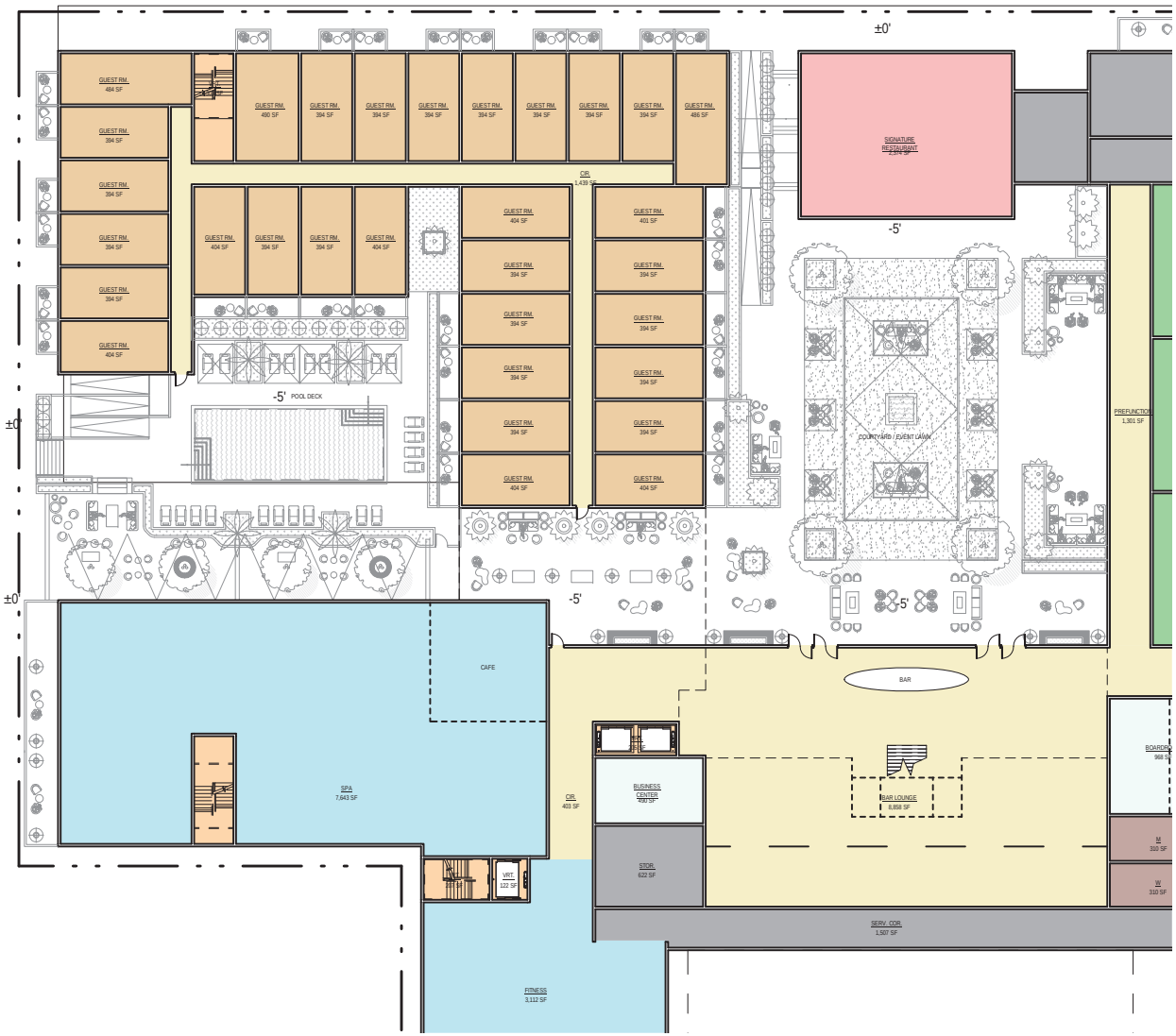
JACKSON, WY

SECTIONS

SCALE: 1" = 40'

Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2023-08-08



MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

ENLARGED PASEO & COURTYARD

N

0 30' 60'

SCALE: 1" = 30'

Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2023-08-08

PLACE MAKING & ARCHITECTURE

HONED

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

RENDERINGS

AO Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2023-08-08

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

RENDERINGS

Architecture.
Design.
Relationships.

Scale
Job No. 2023-0270
Date 2023-08-08

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

RENDERINGS

AO Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2023-08-08

THANK YOU!

MOGUL CAPITAL

September 29, 2023

Riley Taylor
Town Clerk, Town of Jackson
P.O. Box 1687
Jackson, WY 83001

RE: Request for Partial Alley Vacation: N Cache Lodging and Residential Development

Dear Riley,

Please accept this Partial Alleyway Vacation proposal for Mogul Capital's project located at 375 – 325 North Cache Street, 45 & 65 Mercill Avenue and 330 – 370 North Glenwood Street (the "Project"). Following a productive discussion with the Town Council on August 21, 2023, we are formally submitting a partial alley vacation request to the Town of Jackson, which includes a consideration proposal for the partial vacation of the alleyway. This request is being submitted in supplement to the Sketch Plan Pre-Application for the Project which was submitted on August 25, 2023.

As discussed at the August 21 Town Council meeting, the proposed concept for the Project includes a portion of the alley integrated and converted into a public amenity for both guests at the Project and the public. This proposed use of the alleyway provides the following significant public benefits and improves the overall design of the project for the Town of Jackson:

1. Use of the alleyway optimizes the site and allows for street and retail activation by providing a pedestrian paseo through the Project creating an inviting and usable space for both the public and guests of the Property.
2. Increases curb appeal by breaking up the project massing with courtyard and public spaces, including an area which includes a modern take on an iconic Jackson Barn for meeting and conference space.
3. Retains the northern portion of the alley for truck and loading access for the Project and neighboring property.
4. Reduces service burden for the Town's public works, who has advocated that the Town vacate the entire alleyway to alleviate servicing requirements.

As proposed at the Town Council workshop on August 21, 2023, Mogul Capital is advancing the following additional public benefits in consideration for the fee simple title and approval of use of the alleyway in its Project:

1. Mogul would further deed restrict 30 designated workforce units at the Loop (Mogul Capital's approved 194-unit multifamily project on South Park Loop Road in Jackson) as

affordable units. Mogul would work with the Town and Housing Department on the form and substance of the deed restrictions.

2. Mogul would cover the Town's portion of the center turning lane on South Park Loop Road for development at The Loop, which portion is estimated to cost +/-$500,000. The Town has indicated they will not have sufficient funds to cover their portion until YE 2028. Pursuant to the approved Development Plan for the Loop (P22-141), the Town agreed to split (50%/50%) the cost of construction of the left turn lane on South Park Loop Road .

We feel strongly that the public benefits of this alley vacation proposal far outweigh the existing public benefits of the alley, including *affordable* housing for 30 qualified households and accelerated implementation of a privately-funded center turn lane in a project that is currently under building permit review.

Located on the North end of town, our gateway project seeks to benefit both residents and tourists alike by providing residential housing and lodging to the Town of Jackson. With this project, we will improve a block with vacant parcels, aged buildings and infrastructure by building an elegantly designed lodging and housing project. In addition, this project is conveniently located at the north end of town, providing quick access into Yellowstone and Grand Teton National Park, while also being a short walk to Town Square.

Attached is Mogul Capital's response to the Alley Vacation Checklist provided by the Town Attorney. As shown in the package, Mogul is currently only requesting the vacation of a portion of the alleyway shown in the enclosed conceptual design plans, but is open to proposals from the Town to vacate the entire alleyway as a potential cost-savings to the Town. Mogul will also reach out to the owner of the Cache Creek Lodge property (390 N. Glenwood Street) to see if they would be amenable to a full alley vacation and if so, resulting maintenance obligations. We look forward to meeting with you and your colleagues to further discuss this proposal, obtain input and move the application forward.

Sincerely,
Brad Wagstaff
Chief Executive Officer

MOGUL CAPITAL

September 29, 2023

RE: Request for Partial Alley Vacation: N Cache Lodging and Residential Development

Dear Town Clerk, Et Al,

Pursuant to the Alley Vacation Checklist provided by the Town Attorney on September 6th, please find responses to the individual items below. For those items requiring exhibits, please find them on the pages following this narrative and response. Each has been labeled for reference.

Circulation:

1. Describe the degree to which the proposed vacation disrupts the movement of people, goods, and vehicles through the Town.
    a. Mogul Capital anticipates that this alley vacation will have minimal impact on the movement of people, goods, and vehicles through the Town. The alley is rarely used today, and the proposed design will still leave enough alleyway for deliveries/goods to both this project and the Cache Creek Lodge Property off Perry Street. As for pedestrians, circulation will continue and be improved, as the descending paseo from Mercill Avenue will lead to activated retail spaces, the hotel bar, restaurant and lobby available for both the public and guests of the property. The descending paseo will lead to the courtyard, in which individuals can walk to Glenwood Street and North Cache, and north to Perry if needed. This maintains pedestrian traffic through the block, albeit moderately modified, but accentuated by inviting public space.
2. Describe the degree to which the proposed vacation is consistent with the Town's overall transportation plan.
    a. The vision of the Integrated Transportation Plan ("ITP") derives from the 2012 Town and County Comprehensive Plan which includes the following principals:
        - Meet future transportation demand through the use of alternative modes;
        - Create a safe, efficient, interconnected, multi-modal transportation network;
        - Coordinate land use and transportation planning.
    b. The Plan Scenario provided in the ITP the program goals is as follows:
        - ITP programs, policies and capital improvements are implemented;
        - Transit ridership doubles by 2024 and again by 2035;
        - An additional 5% of single occupant vehicles trips shift to non-driving models by 2035;
        - Walk and bike mode shares increase by more than 50%.

The focus of the ITP, as outlined above, is improving or encouraging "mass transit" and non-vehicular travel. The intention of the plan is to move people toward higher occupancy vehicles likes buses and carpools or to non-vehicular travel like biking and walking. The goal of the plan is NOT to push traffic to off-the-beaten-path routes such as alleyways. The alley in question is not part of a Transit route, commuter route, truck route, or bike path. In our review of various planning documents, we have not seen this alley identified as a major corridor or critical component of the Town's transportation plan.

3. Describe any proposed mitigation measures associated with circulation.
    a. For reasons mentioned above in Item 1, Mogul Capital does not believe that any additional circulation mitigation is required as maintaining alley access to the Cache Creek Lodge property was described as important to the Town.

Access:

1. Describe the degree to which the proposed vacation affects access from/to abutting private property for walking, bicycling, public transportation (fixed-route, on-demand, shared alternative methods), and driving.
    a. Only one property besides the proposed project will remain abutting the proposed development; The Cache Creek Lodge. The 315 N Cache Street property is accessed off of both North Cache or Mercill Avenue and does not have any current alley access. As such, there is no access impact anticipated for 315 N Cache Street. Provided only part of the alleyway will be vacated under the proposed plan, the Cache Creek Lodge will retain access through the alleyway for parking and deliveries. In addition, access to the Cache Creek Lodge will be un-impacted from Perry Street or Glenwood. The proposed project will be served by the same portion of alley way that the Cache Creek Lodge benefits.
2. Describe any proposed mitigation measures associated with access.
    a. Mogul Capital's proposed design retains Cache Creek Lodge's alleyway frontage and does not impact access to their property.

Utilities:

1. Describe the specific means by which Applicant will ensure all utilities using or potentially using the street or alley can be adequately protected for current and future use (i.e., with an easement, relocation, fee ownership, or agreement satisfactory to the Town and private utility owners, etc.).
    a. The utilities that currently run under the portion of the alley that is proposed to be vacated will be relocated to accommodate the development of the alleyway and remain available for surrounding development. Mogul Capital has completed initial utility studies, which demonstrate the ability to relocate all required utilities without disruption. Please reference Exhibit A.
2. Describe the specific means by which Applicant will guarantee that future potential utilities can be accommodated without the vacated alley or street.

a. As mentioned above, the utilities will be relocated to accommodate the development. Future potential utilities will be run through areas surrounding the site.

Natural Light:

1. Describe the change the proposed vacation will have on current natural light patterns on the surrounding properties.
    a. As mentioned, only a portion of the alley will be vacated, creating additional buffer between the proposed project and the Cache Creek Lodge. This additional buffer will provide the rooms on the east side of the Cache Creek Lodge with more light than if the entire alleyway was vacated. The partial alley vacation will have no impact on the natural light for 315 N Cache Street, as the property does not abut the alleyway and is separated by 45 North Mercill. As shown on the shadow exhibit (Exhibit B), the alleyway itself has very minimal impact on the abutting properties. The incremental impact of the inclusion of the alley is shown in the red highlighted areas in Exhibit B. For reference, a shadow study was completed on the proposed development without inclusion of the alleyway. That study can also be found in Exhibit B.
2. Provide maps and drawings showing the shadow impacts on both i) nearby private property and ii) nearby public spaces on March 1, June 1, September 1, and December 1 at the times of 8am, noon, and 6pm.
    a. Please reference Exhibit B and the comments above.
3. Describe or provide maps and drawings of any mitigation of these impacts.
    a. The vacation of the alleyway does not materially impact shadows on adjacent buildings, as any development on the parcels will eventually create minimal impact to the Cache Creek Lodge, thus most of the impacts are not specific to the alleyway. As previously mentioned, the alley vacation design retains the service access for the Cache Creek Lodge and provides the Cache Creek Lodge with additional setback from the proposed development.

Open Space:

1. Describe the change the proposed vacation will have on open space.
    a. The proposed alley vacation will have a positive impact on open space for the project. The alley vacation creates the ability to include two large significant courtyard spaces, which break up building massing, allow for open space, and retail activation. The current alley configuration is a barren 20-foot strip of land.
2. Provide maps and drawings showing the impacts of the proposed vacation on the open space in i) the immediate vicinity, ii) places for trees and vegetation, and iii) contributions to the broader open space network.
    a. Please reference Exhibit C.
3. Describe or provide maps and drawings of any mitigation of these impacts.
    a. Please reference the plans/drawings in Exhibit C. The proposal seeks to convert a barren alley way to usable and inviting public space which draws the public in with spaces for sitting, shopping, eating, and taking advantage of the hotel bar and restaurant.

Views:

1. Describe the change the proposed vacation will have on current views to nearby i) mountains, ii) state and national lands, iii) proximate creeks and waterbodies, and iv) public places/community landmarks.
    a. The proposed alley vacation does not change the impact on views as compared to the development plan that does not include the proposed alley vacation. Any development on site will create minor view impacts to the surrounding buildings, but the alleyway does not materially change the significance of those impacts. The only view impact that developing the alleyway creates is limiting the view down a 20-foot-wide barren alley.
2. Provide maps and drawings showing the view changes the proposed vacation will have from both adjacent private property and adjacent public spaces.
    a. As mentioned above, the alley vacation does not increase the view impact on the items listed above as compared to the development plan that doesn't include an alleyway vacation.

Free Speech & Assembly:

1. Describe whether, should the vacation be approved, areas on the development site will be kept open for free speech- and assembly-related purposes.
    a. The proposed vacation will allow for increased courtyard space and retail activation. The public will be allowed into the descending paseo, large courtyard, and surrounding retail, however public activity will be monitored to prevent disruption or disturbance. The courtyard and property will be considered private, however will be inviting to both guests and the public.

Town Form & Function:

1. Describe the degree to which the proposed vacation impacts the relationship between the intended character of the area as described in Town's Comprehensive Plan and the i) Community Streets Plan, ii) Capital Improvement Plan, iii) Housing Action Plan, and iv) Integrated Transportation Plan.
    a. The Comprehensive Plan designates the property as Town Commercial Core—Subarea Downtown (2.3).
    b. The future goal of the Town Commercial Core is to "create a vibrant pedestrian-oriented mixed-use district with a variety of non-residential and residential uses. A key component of achieving this goal will be to have visitors and residents visit the area more often and stay longer by increasing the availability of lodging and residential uses and creating a vibrant retail shopping district." Comprehensive Plan, p. IV-20.
        - Vacating the alley will allow for the creation of a paseo which will create a vibrant pedestrian oriented mixed-use building. The proposal converts a barren alley to an inviting pedestrian plaza where the general public will have access to the hotel lobby, restaurant and bar as well as the benefit of the retail facilities fronting the paseo. The alley

vacation maintains pedestrian access to Glenwood street and pedestrian access through the public hotel lobby to North Cache.

- The creation of a new hotel will help meet the Comprehensive Plan goal of having residents visit this neglected portion of Town while creating an attractive visitor experience by increasing the availability of lodging and retail outlets for residents.

c. "New buildings should be pulled to the street, creating an attractive street wall with parking located predominantly underground or out of sight." Comprehensive Plan, p. IV-20.
   - Vacating the alley allows the building to be pulled to the street, creating both an attractive street and inviting pedestrian plaza. Parking will be entirely underground thus meeting another Comp. Plan objective.
d. "The gridded network of streets and alleys create connectivity and redundancy for both pedestrians and the automobile and should be maintained." Id.
   - The partial alley vacation maintains a portion of the gridded network allowing for deliveries to the proposed hotel while maintaining alley access for the Cache Creek Motel property. The Perry to Glenwood to Mercill route provides redundancy for cars entering town facing traffic on North Cache and pedestrians can still access Perry Street, North Cache and Mercill through the paseo.
e. Policy 4.4(b): Enhance Jackson gateways. IV-21.
   - The partial alley vacation will allow for the development of a mixed use, retail, residential and lodging building which will greatly enhance the North Cache Jackson Gateway over a vacant lot and ramshackle buildings that remain on the property today. While the project can proceed without the alley vacation, the vacation will enhance the design and create substantial public space for pedestrians to enjoy the paseo, hotel, lobby, restaurant and retail space.
f. The goal of the Downtown Subarea is to create a "vibrant mixed-use area by accommodating a variety of uses and amenities." IV-24.
   - The partial alley vacation achieves this goal by allowing for the creation of the pedestrian paseo opening up a variety of uses and amenities to visitors and residents alike. Vehicular traffic has limited effects on vibrancy, by contrast, pedestrian traffic to the paseo increases vibrancy as pedestrians are drawn for one use and often end up benefiting from other uses, by way of example, someone may come for a drink and a snack in the hotel bar and then benefit from the adjacent retail spaces while lingering in the paseo. Residential, retail and lodging uses provides a variety of uses and amenities for the public.
g. Buildings should be located to create an attractive street wall and take advantage of good urban design principles including massing, articulation and the provision of public space. The pedestrian realm will be of great importance in this mixed use subarea, and emphasis should be placed on adding improvements focusing on the pedestrian experience." IV-24.

- Utilizing the alley way to create the paseo allows for a more attractive street wall where the building massing can be set back from the right of way, breaking up the mass of the building. Maintaining the paseo breaks up the mass of the building further avoiding a monolithic structure. The paseo in the former alley would vastly improve the pedestrian experience over maintaining an alley way which services vehicular traffic and back of the house operations like deliveries, utilities and trash receptacles.

- <u>Community Streets Plan</u>
  a. Create quality public spaces that are that are interesting, memorable, and reinforce a desired sense of neighborhood through the design of sidewalks, pedestrian amenities, landscaping, and public art. P.4
     - The current quality of the alley meets none of the stated goals. By contrast, the partial alley vacation would create significant pedestrian amenities and landscape opportunities which would greatly enhance the pedestrian experience by creating sitting space, drawing pedestrians into retail space as well as the hotel restaurant and bar.
  b. Focus on enhancing pedestrian amenities and connectivity in Downtown Jackson to support a vibrant and walkable downtown core. This includes building designs and uses that engage people along sidewalks and streets, and enhanced public gathering places in both public and private developments. P.5
     - The pedestrian amenities proposed in conjunction with the alley vacation would enhance pedestrian amenities and expand the walkable downtown core. Currently, the alley does not enhance much. Converting the alley into a paseo would engage pedestrians to travel further from the Town square and maintain connectivity to Mercill, North Cache and Glenwood streets. The proposed modern take on the historic Moulton Barn along with the paseo greatly enhance public gathering opportunities.
  c. Support the primary housing goal of ensuring that at least 65% of the local workforce lives locally instead of commuting in from other counties. P.5.
     - The proposed hotel and residential development, built in conjunction with the loop will mitigate the entirety of the project and the applicant is offering as consideration to go above and beyond the required exactions by converting required workforce housing to affordable housing. Affordable housing provides permanent deed restricted affordable housing for our workforce. Workforce housing provides housing opportunities for higher income earners than affordable housing. Affordable deed restrictions are the only way to ensure our workforce does not get priced out of the market in the future. This alley vacation proposal will help to achieve the goal of maintaining at least 65% of the workforce living in Teton County.

- <u>Housing Action Plan</u>
  a. Ensuring 65% of the workforce lives locally (also from the Comprehensive Plan). See p. A1-5. "It protects the ecosystem from the impacts of long

commutes by responsibly locating housing and jobs in our Complete Neighborhoods, and a resident workforce is more likely to invest socially, civically and economically in the community in which they live."

- While the residential component of the development being pursued will contain some market rate housing, the entirety of the development is proposed to be mitigated at the Loop. Additionally, the applicant is proposing to further restrict an additional 30 units from the required workforce housing deed restrictions to affordable deed restrictions which will help towards achieving the goal of housing 65% of our workforce locally.

b. "Encourage the use of '% of AMI' categories in the delivery of low income subsidized housing (typically rental housing). This approach, also called 'rent geared to income', recognizes the importance of keeping monthly rent in the order of 30% of household income." P. A2-8

- The additional 30 affordable units being offered as consideration for the alley will convert more housing stock to permanently deed restricted housing geared to income, ensuring perpetual affordability for those members of the community.

- <u>Jackson/Teton Integrated Transportation Plan</u>
  a. The ITP primarily deals with increasing transit ridership, promoting bike routes, etc.
    - This vacation of the alley should have no impact on any goal or proposed capital improvement noted in the ITP.
- <u>Capital Improvements Plan</u>
  a. The 5-year capital improvement program included in the FY2023 budget is for years 2023-2027.
    - We see no impact to the capital improvement program. If anything, this would be one less area for the Town to maintain/clear snow from so perhaps that portion of the budget allocated for annual street maintenance in future years could be used elsewhere (overall, positive impact for the Town).

Legal Surveys & Maps:

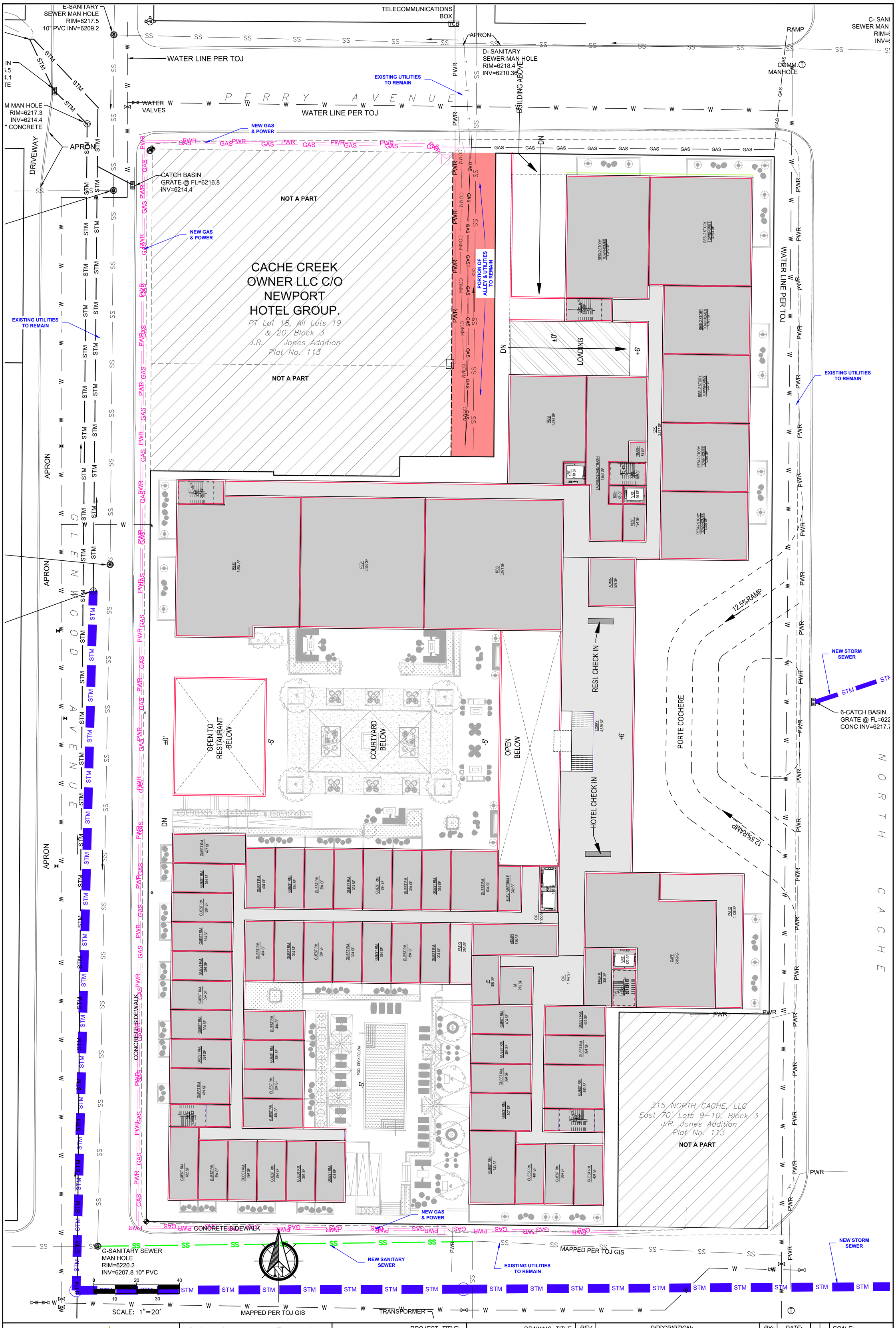
1. Provide a legal description of the proposed vacation.
   a. Please reference Exhibit D
2. Provide a survey depicting the proposed to be vacated.
   a. Please reference Exhibit E

Sincerely,
Brad Wagstaff
Chief Executive Officer

Exhibits

- Exhibit A – Proposed Utility Relocation Proposed
- Exhibit B – Shadow Impact Study
- Exhibit C – Open Space Diagram
- Exhibit D – Legal Description
- Exhibit E - Survey

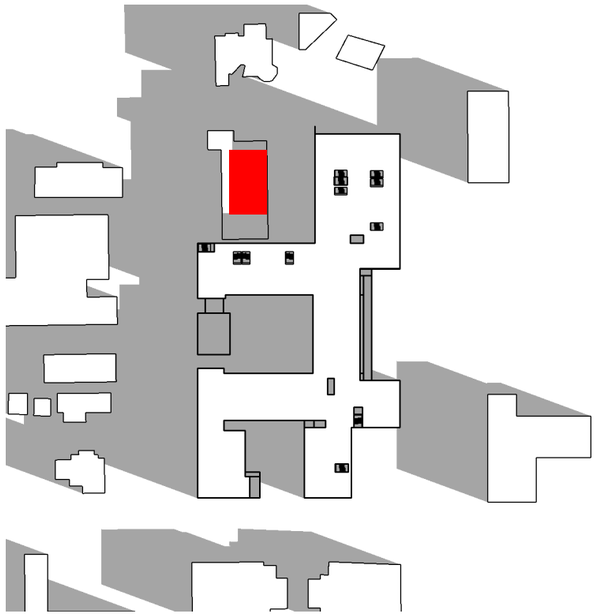
EXHIBIT A



SCG Summit Consulting Group	Civil + Geotechnical Engineering, Geology, Groundwater, and Construction Administration 2100 Wilson Road • P.O. Box 6482 Jackson, WY 83001 • Jackson, WY. 83002 307.413.4399 • www.scgengineering.com	PROJECT TITLE: **JACKSON MIXED USE DEVELOPMENT** MOGUL HOSPITALITY PARTNERS TOWN OF JACKSON, WY	DRAWING TITLE: **MOGUL HOSPITALITY PROPOSED SITE PLAN**	REV. / DESCRIPTION: / BY: / DATE: A ---- RS ----	CHECKED BY: RS PROJECT NO. 164171	SCALE: **1" = 20'** (24"x36" SHEET) SHEET NO. **C5**	

EXHIBIT B

SITE PLAN - SHADOW STUDY



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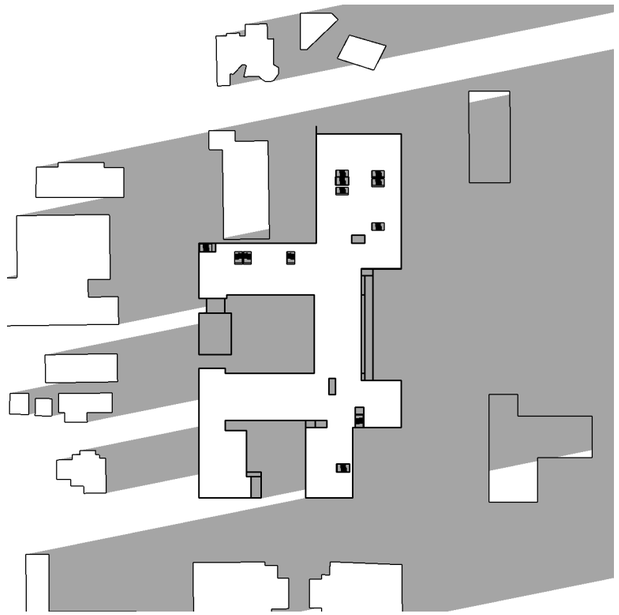

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MOGUL CAPITAL

JACKSON HOTEL
JACKSON, WY

SITE PLAN - SHADOW STUDY

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Architecture.
Design.
Relationships.

Scale
Job No. 2023-0270
Date 2023-09-26

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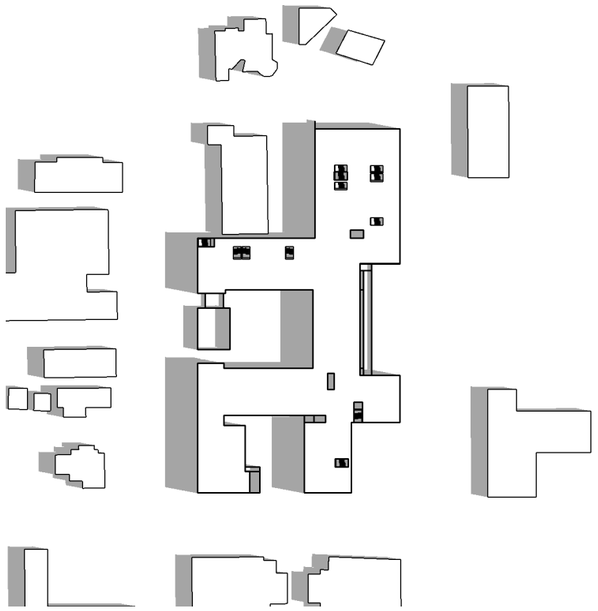
EXHIBIT B

SITE PLAN - SHADOW STUDY



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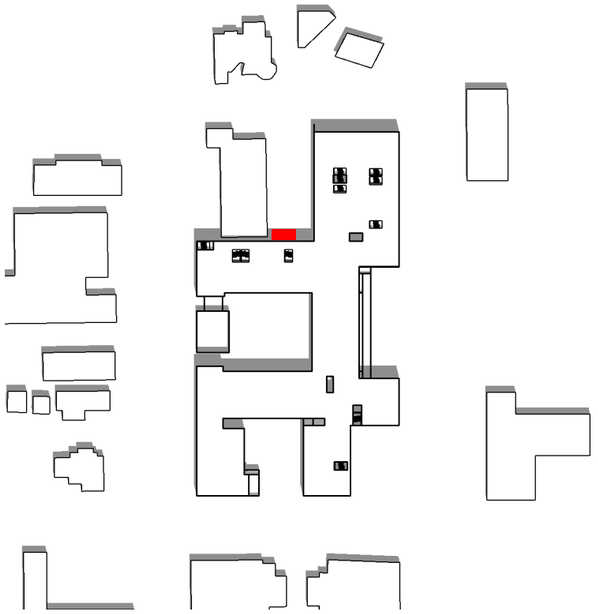

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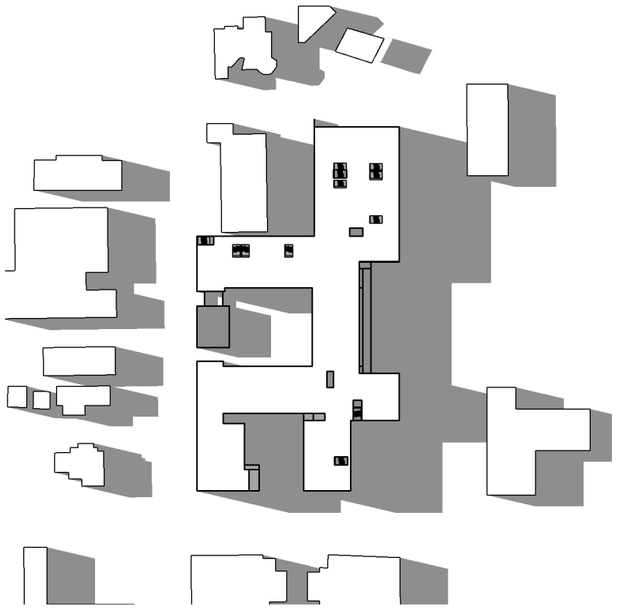

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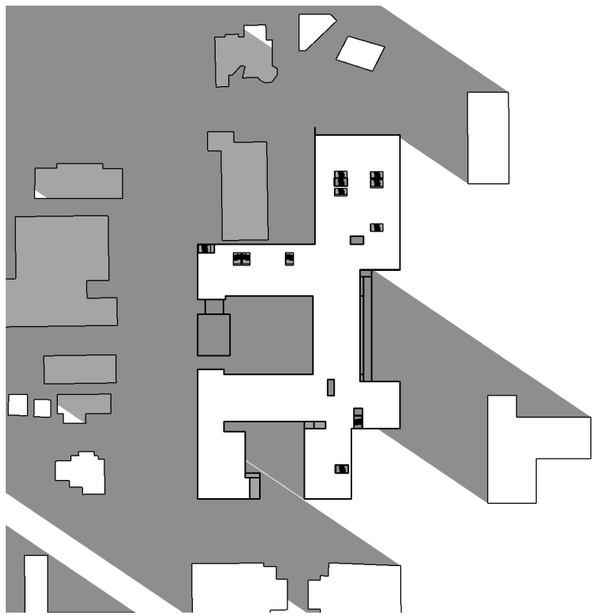
SITE PLAN - SHADOW STUDY



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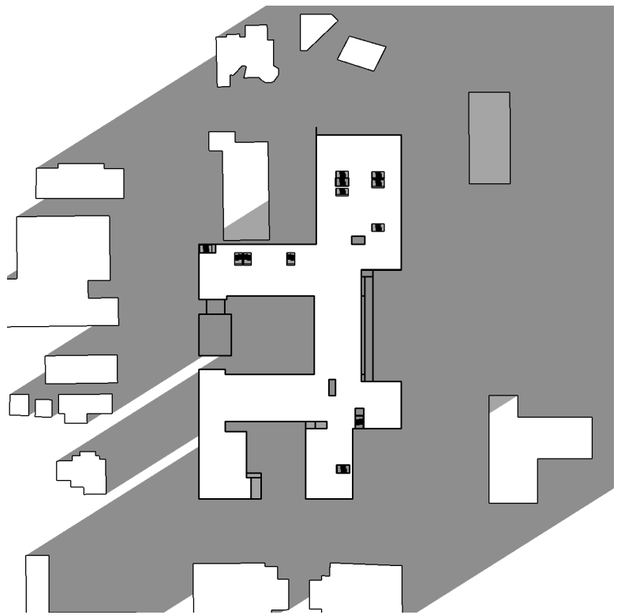

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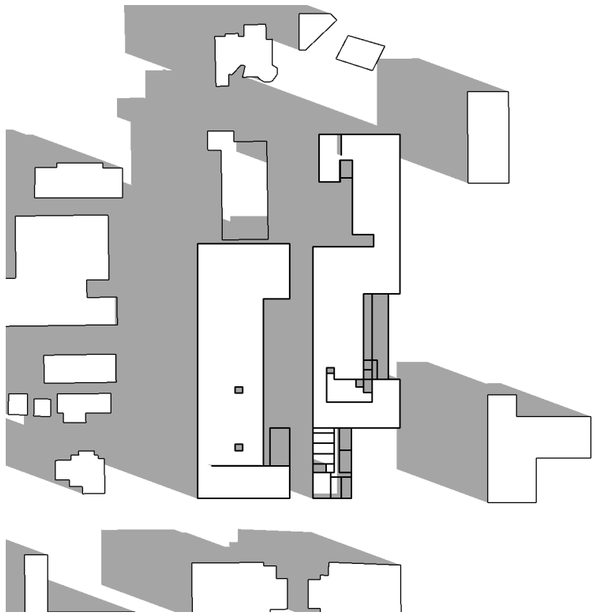
EXHIBIT B

SHADOW IMPACT - DEVELOPMENT PLAN WIHOUT ALLEY VACATION



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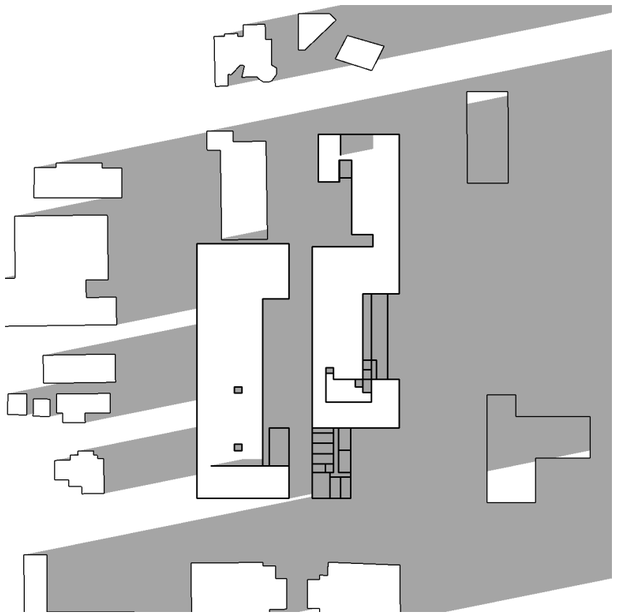

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MOGUL CAPITAL

JACKSON HOTEL
JACKSON, WY

ALTERNATE SITE PLAN - SHADOW STUDY

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Architecture.
Design.
Relationships.

Scale
Job No. 2023-0270
Date 2023-09-26

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EXHIBIT B

SHADOW IMPACT - DEVELOPMENT PLAN WIHOUT ALLEY VACATION

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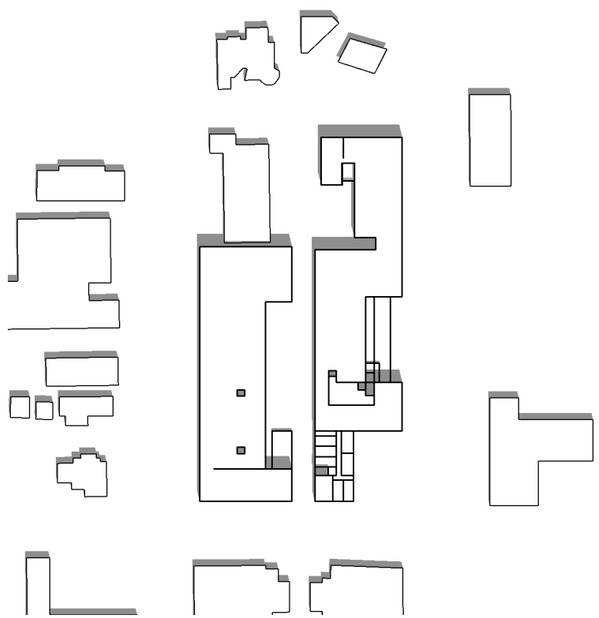

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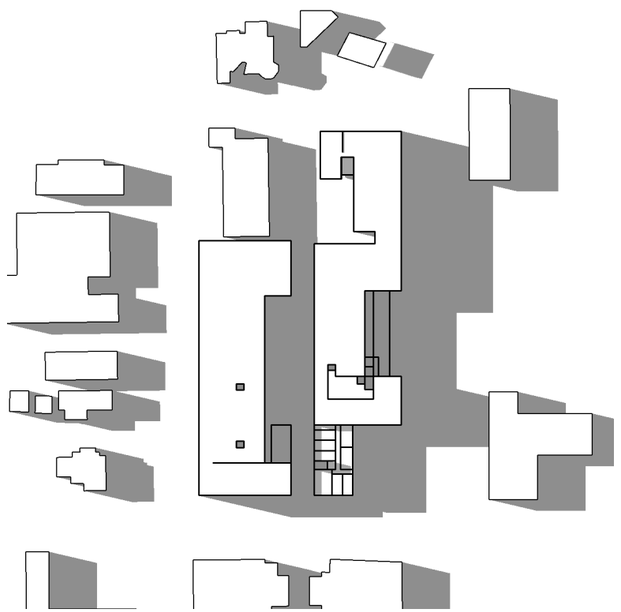

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MOGUL CAPITAL

JACKSON HOTEL
JACKSON, WY

ALTERNATE SITE PLAN - SHADOW STUDY

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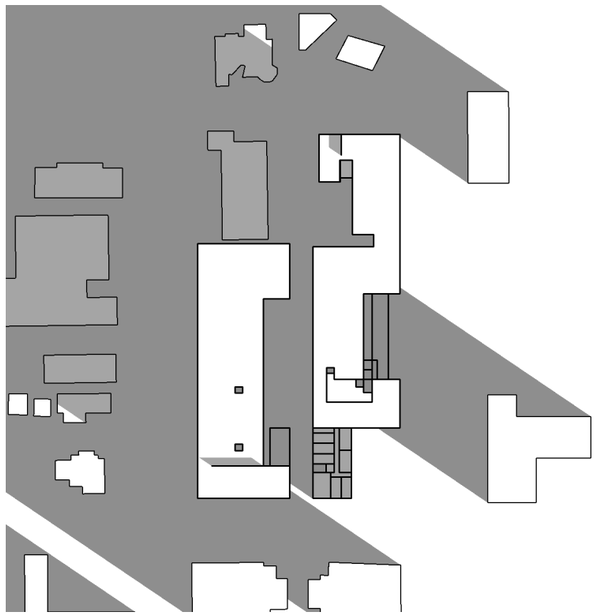
Architecture.
Design.
Relationships.

Scale
Job No. 2023-0270
Date 2023-09-26

EXHIBIT B

SHADOW IMPACT - DEVELOPMENT PLAN WIHOUT ALLEY VACATION



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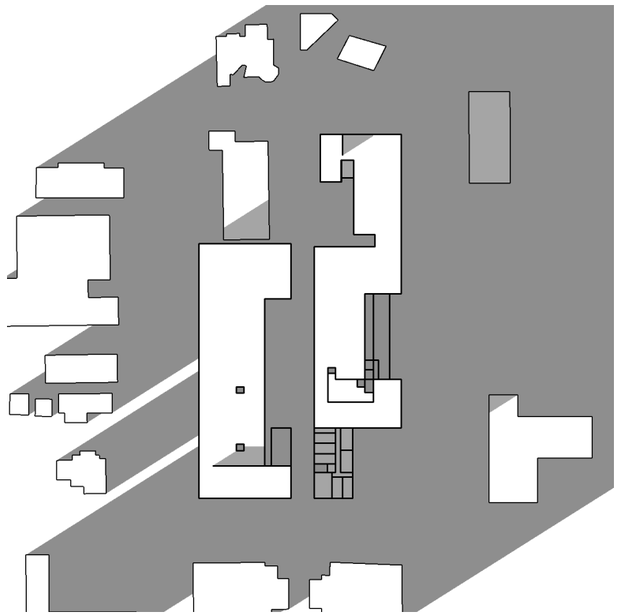

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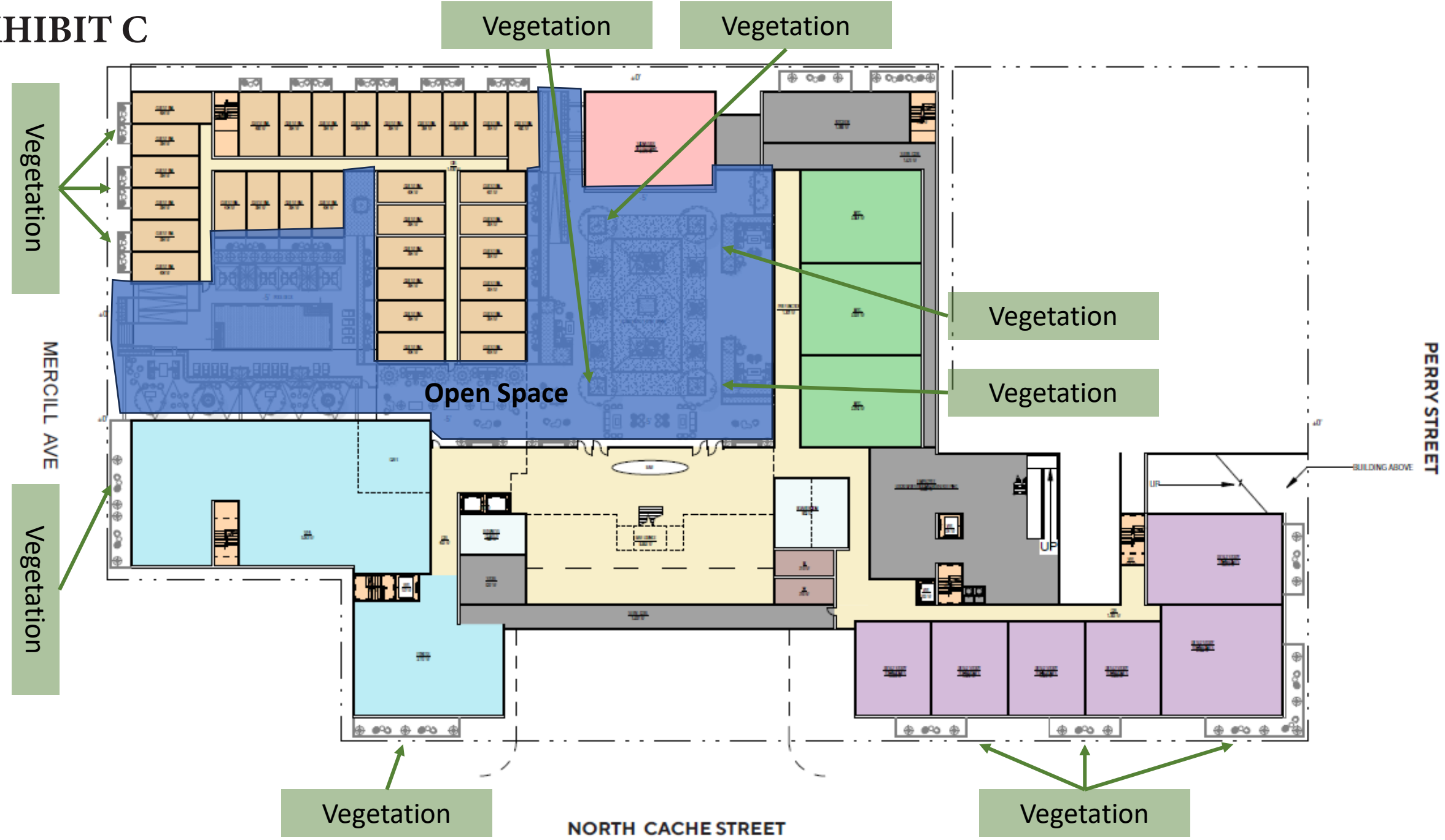
EXHIBIT C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Open Space
MERCILL AVE
PERRY STREET
NORTH CACHE STREET
BUILDING ABOVE
UP

PRELIMINARY

EXHIBIT D

PORTION OF ALLEY
TO BE CONVEYED TO
MOGUL HOSPITALITY PARTNERS-JACKSON, LLC.

A STRIP OF LAND BEING 20 FEET WIDE, MORE OR LESS, LOCATED WITHIN BLOCK 3 OF THE J.R. JONES ADDITION TO THE TOWN OF JACKSON, PLAT NO. 113, RECORDED IN THE OFFICE OF THE CLERK, TETON COUNTY, WYOMING, BEING PART OF THE NE1/4SE1/4 OF SECTION 28, T41N, 116W, 6TH PM, TETON COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 3, J.R. JONES ADDITION TO THE TOWN OF JACKSON, PLAT NO. 113, RECORDED IN THE OFFICE OF THE CLERK, TETON COUNTY, WYOMING, MARKED BY A 5/8 INCH DIA. REBAR WITH NO CAP;

THENCE S 89°16'54" E, 140.23 FEET ALONG THE NORTH LINE OF SAID BLOCK 3 TO A 5/8 INCH DIAMETER REBAR WITH NO CAP, BEING THE NORTHEAST CORNER OF LOT 3 OF BLOCK 3;

THENCE S 00°21'21" W, 140.25 FEET, ALONG THE EAST LINE OF LOTS 18, 19 AND 20, MAP D-39-A, INSTRUMENT NO. 258214, RECORDED IN SAID OFFICE, TO THE SOUTHEAST CORNER OF SAID LOT 18, MARKED BY A 5/8 INCH DIA. REBAR WITH AN ALUMINUM CAP INSCRIBED “PLS 6193”, BEING THE **POINT OF BEGINNING;**

THENCE S 00°14'49" W, 159.78 FEET ALONG THE EAST LINE OF PART OF LOT 18 & LOTS 15-17 TO THE SOUTHEAST CORNER OF LOT 15, MARKED BY A 5/8 INCH DIA. REBAR WITH YELLOW PLASTIC CAP INSCRIBED “PLS 3831”;

THENCE S 00°25'52" W, 139.84 FEET ALONG LOTS 13-14 AND LOT 12 TO THE NORTHEAST CORNER OF THAT TRACT DESCRIBED IN INST. NO. 1037325 RECORDED IN THE OFFICE OF THE CLERK, TETON COUNTY, WYOMING MARKED BY A 5/8 INCH DIA. REBAR WITH YELLOW PLASTIC CAP INSCRIBED “PLS 3831”;

THENCE S 00°25'52" W, 60.22 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT MARKED BY A 5/8 INCH DIA. REBAR WITH AN ALUMINUM CAP INSCRIBED “PLS 10821”;

THENCE S 89°25'28" E, 20.00 FEET ALONG THE SOUTH LINE OF SAID BLOCK 3 TO A NAIL AND WASHER INSCRIBED “RLS 3889” BEING THE SOUTHWEST CORNER OF THE WEST 60’ OF LOTS 9 & 10 DESCRIBED IN INST. NO. 0897738 RECORDED IN SAID OFFICE;

THENCE N 00°24'21" E, 99.95 FEET ALONG THE WEST LINE OF SAID LOTS 9 & 10 TO THE SOUTHWEST CORNER OF LOT 8, BLOCK 3, MARKED BY A 5/8 INCH DIA. REBAR WITH AN ALUMINUM CAP INSCRIBED “PLS 6193”;

THENCE N 00°17'26" E, 100.03 FEET ALONG THE WEST LINE OF LOTS 7-8 PLAT NO. 113, RECORDED IN SAID OFFICE TO 5/8 INCH DIA. REBAR WITH AN ALUMINUM CAP INSCRIBED “PLS 6193”;

THENCE N 00°21'11" E, 159.97 FEET ALONG THE WEST LINE OF LOTS 3-6 TO A 5/8 INCH DIA. REBAR WITH AN ALUMINUM CAP INSCRIBED “PLS 10821”;

PRELIMINARY

EXHIBIT D

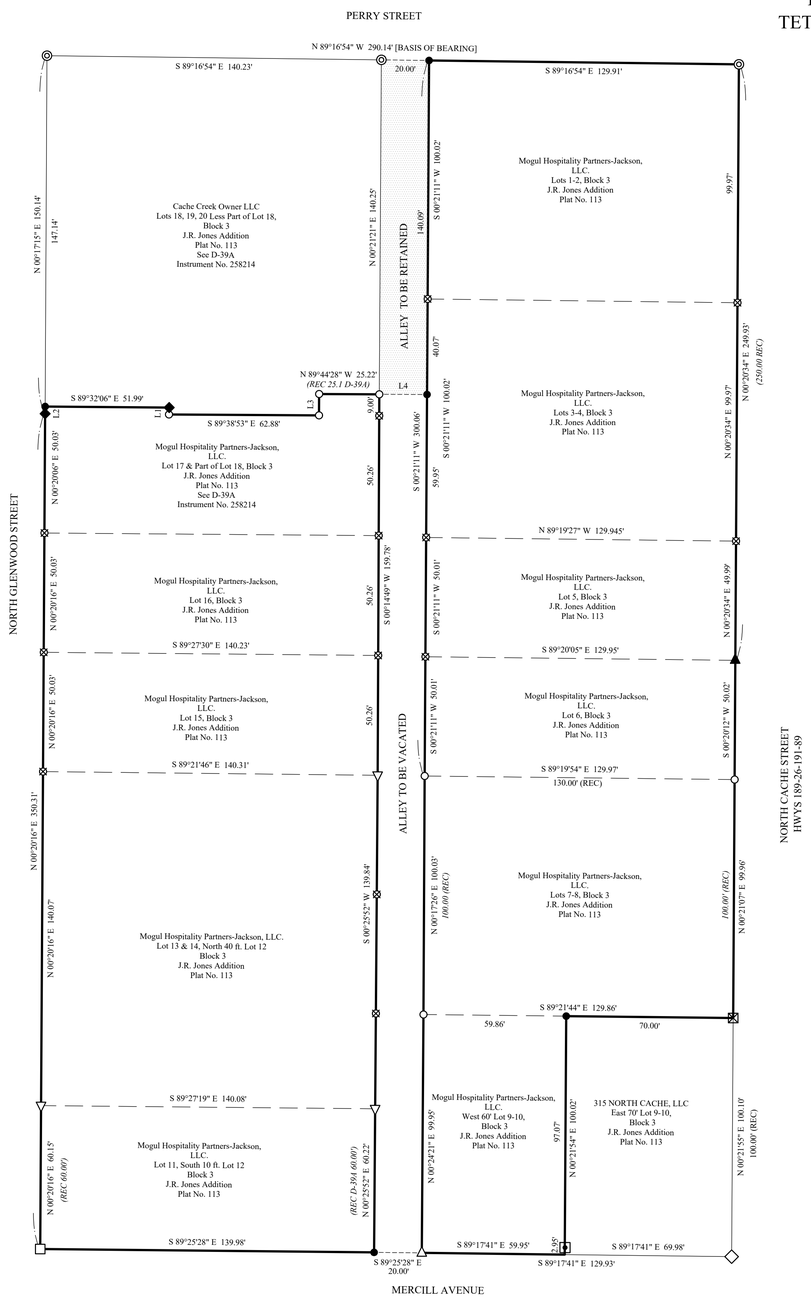
THENCE N 89°44'28" W, 20.01 FEET, TO **THE POINT OF BEGINNING.**

SAID STRIP CONTAINS 0.16 ACRES MORE OR LESS.

ALL IN ACCORDANCE WITH THAT MAP OF SURVEY ENTITLED “MAP OF SURVEY MOGUL HOSPITALITY PARTNERS-JACKSON, LLC BLOCK 3, J.R. JONES ADDITION TO THE TOWN OF JACKSON” TO BE RECORDED IN THE OFFICE OF THE CLERK, TETON COUNTY, WYOMING.

EXHIBIT E

MAP OF SURVEY
MOGUL HOSPITALITY PARTNERS-JACKSON, LLC
BLOCK 3, J.R. JONES ADDITION TO THE TOWN OF JACKSON
BEING PART OF THE NE1/4SE1/4 OF SECTION 28
T41N R116W 6TH P.M.
TETON COUNTY, WYOMING



LINE	BEARING	DISTANCE
L1	S 01°31'23" W	2.90'
L2	N 00°17'15" E	3.00'
L3	S 00°27'09" W	8.96'
L4	N 89°44'28" W	20.01'

LEGEND

- BRASS CAP MONUMENT INSCRIBED "RLS164" FOUND THIS SURVEY
- 5/8" REBAR NO CAP FOUND THIS SURVEY
- 5/8"X 24" REBAR WITH ALUMINUM CAP INSCRIBED "PLS 10821" TO BE SET THIS SURVEY / SET THIS SURVEY
- NAIL AND WASHER INSCRIBED "RLS3889" FOUND THIS SURVEY
- NAIL AND WASHER INSCRIBED "PLS6193" FOUND THIS SURVEY
- 5/8 INCH REBAR WITH ALUMINUM CAP INSCRIBED "PLS6193" FOUND THIS SURVEY
- 5/8" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "PLS3831" FOUND THIS SURVEY
- 5/8" REBAR WITH ALUMINUM CAP INSCRIBED "PLS3831" FOUND THIS SURVEY
- MAG NAIL FOUND THIS SURVEY
- 1/2" REBAR WITH NO CAP FOUND THIS SURVEY
- T-STAKE WITH CHROME CAP INSCRIBED "RLS164" FOUND THIS SURVEY
- CALCULATED POINT - NOT SET

EXTERIOR BOUNDARY LINE

ADJOINING BOUNDARY LINE

INTERIOR LOT LINE

SURVEY TIE LINE

ALLEY TO BE RETAINED BY THE TOWN OF JACKSON

BADGER AERIAL MAPPING & SURVEYING

GRAPHIC SCALE

0 30 60 90

1"=30 FEET

PORTION OF ALLEY TO BE RETAINED BY THE TOWN OF JACKSON

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 3, J.R. JONES ADDITION TO THE TOWN OF JACKSON, PLAT NO. 113, RECORDED IN THE OFFICE OF THE CLERK, TETON COUNTY, WYOMING, MARKED BY A 5/8 INCH DIA. REBAR WITH NO CAP;

THENCE S 89°16'54" E, 140.23 FEET ALONG THE NORTH LINE OF SAID BLOCK 3 TO A 5/8 INCH DIAMETER REBAR WITH NO CAP, BEING THE NORTHEAST CORNER OF LOT 20 OF BLOCK 3 AND THE **POINT OF BEGINNING**;

THENCE S 89°16'54" E, 20.00 FEET, ALONG THE NORTH LINE OF BLOCK 3 TO THE NORTHWEST CORNER OF LOT 1 OF BLOCK 3 MARKED BY A 5/8 INCH DIA. REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 10821";

THENCE S 89°16'54" E, 140.23 FEET ALONG THE NORTH LINE OF SAID BLOCK 3 TO A 5/8 INCH DIAMETER REBAR WITH NO CAP, BEING THE NORTHEAST CORNER OF LOT 20 OF BLOCK 3 AND THE **POINT OF BEGINNING**;

THENCE S 89°16'54" E, 20.00 FEET, ALONG THE NORTH LINE OF BLOCK 3 TO THE NORTHWEST CORNER OF LOT 1 OF BLOCK 3 MARKED BY A 5/8 INCH DIA. REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 10821";

THENCE S 00°21'11" W, 140.09 FEET, ALONG THE WEST LINE OF SAID LOT 1 AND THE WEST LINE OF LOTS 2 & 3 OF BLOCK 3, TO A 5/8 INCH DIA. REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS10821";

THENCE N 89°44'28" W, 20.01 FEET, TO THE SOUTHEAST CORNER OF LOT 18 PER MAP D-39-A, INSTRUMENT NO. 258214 MARKED BY A 5/8 INCH DIA. REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 6193";

THENCE N 00°21'21" E, 140.25 FEET, ALONG THE EAST LINE OF LOTS 18, 19 AND 20 OF SAID BLOCK 3 TO THE **POINT OF BEGINNING**.

SAID STRIP CONTAINS 0.06 ACRES MORE OR LESS.

SURVEYOR NARRATIVE:

THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE EXTERIOR BOUNDARIES OF LOTS OWNED BY MOGUL HOSPITALITY PARTNERS-JACKSON, LLC AND A 20' ALLEY THAT RUNS NORTH AND SOUTH THROUGH BLOCK 3 OF THE J.R. JONES ADDITION TO THE TOWN OF JACKSON.

THE SURVEY DEPICTS A PORTION OF THE ALLEY TO BE VACATED AND CONVEYED TO MOGUL HOSPITALITY PARTNERS-JACKSON, LLC AND A PORTION OF THE ALLEY TO BE RETAINED BY THE TOWN OF JACKSON. INTERIOR LOT LINES FOR MOGUL HOSPITALITY PARTNERS-JACKSON, LLC ARE SHOWN AS CALCULATED.

REFERENCE IS MADE TO THAT SURVEY ENTITLED "MAP OF THE JOSEPH R. JONES LOTS TO THE TOWN OF JACKSON" D-39-A, INSTRUMENT NO. 258214 AND PLAT NO. 113 BOTH RECORDED IN THE OFFICE OF THE CLERK, TETON COUNTY WYOMING.

CERTIFICATE OF SURVEYOR

State of Wyoming)
) ss
County of Laramie)

I, Raymond A. Scott, of Cheyenne, Wyoming, hereby certify that this map was made from notes taken during an actual survey made under my direction in September 2023, and from records on file with the Office of the Clerk of Teton County, and that it correctly represents the conditions, points and corners as set or found at the time of said survey.

Professional Land Surveyor Raymond A. Scott 10821 Date WYOMING

Raymond A. Scott License No. 10821 Date

PRELIMINARY COPY

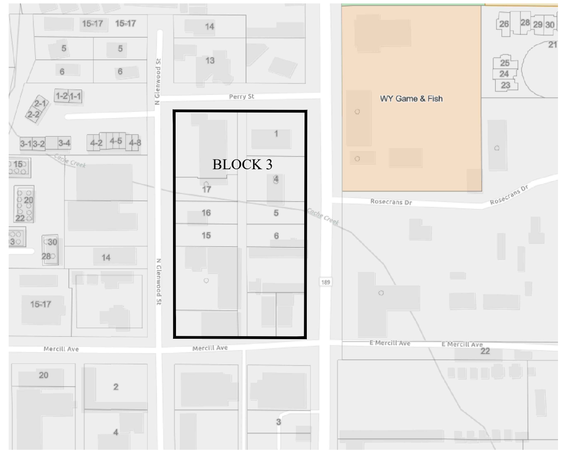
ACKNOWLEDGMENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY RAYMOND A. SCOTT THIS

_____DAY OF _____ 20_____

WITNESS MAY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC MY COMMISSION EXPIRES:



VICINITY MAP
BLOCK 3 J.R. JONES ADDITION
TO THE TOWN OF JACKSON
N.T.S.

PORTION OF ALLEY TO BE CONVEYED TO MOGUL HOSPITALITY PARTNERS-JACKSON, LLC.

A STRIP OF LAND BEING 20 FEET WIDE, MORE OR LESS, LOCATED WITHIN BLOCK 3 OF THE J.R. JONES ADDITION TO THE TOWN OF JACKSON, PLAT NO. 113, RECORDED IN THE OFFICE OF THE CLERK, TETON COUNTY, WYOMING, BEING PART OF THE NE1/4SE1/4 OF SECTION 28, T41N, 116W, 6TH PM, TETON COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 3, J.R. JONES ADDITION TO THE TOWN OF JACKSON, PLAT NO. 113, RECORDED IN THE OFFICE OF THE CLERK, TETON COUNTY, WYOMING, MARKED BY A 5/8 INCH DIA. REBAR WITH NO CAP;

THENCE S 89°16'54" E, 140.23 FEET ALONG THE NORTH LINE OF SAID BLOCK 3 TO A 5/8 INCH DIAMETER REBAR WITH NO CAP, BEING THE NORTHEAST CORNER OF LOT 3 OF BLOCK 3;

THENCE S 89°21'21" W, 140.25 FEET, ALONG THE EAST LINE OF LOTS 18, 19 AND 20, MAP D-39-A, INSTRUMENT NO. 258214, RECORDED IN SAID OFFICE, TO THE SOUTHEAST CORNER OF SAID LOT 18, MARKED BY A 5/8 INCH DIA. REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 6193", BEING THE **POINT OF BEGINNING;**

THENCE S 00°14'49" W, 159.78 FEET ALONG THE EAST LINE OF PART OF LOT 18 & LOTS 15-17 TO THE SOUTHEAST CORNER OF LOT 15, MARKED BY A 5/8 INCH DIA. REBAR WITH YELLOW PLASTIC CAP INSCRIBED "PLS 3831";

THENCE S 00°25'52" W, 139.84 FEET ALONG LOTS 13-14 AND LOT 12 TO THE NORTHEAST CORNER OF THAT TRACT DESCRIBED IN INST. NO. 1037325 RECORDED IN THE OFFICE OF THE CLERK, TETON COUNTY, WYOMING MARKED BY A 5/8 INCH DIA. REBAR WITH YELLOW PLASTIC CAP INSCRIBED "PLS 3831";

THENCE S 00°25'52" W, 60.22 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT MARKED BY A 5/8 INCH DIA. REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 10821";

THENCE S 89°25'28" E, 20.00 FEET ALONG THE SOUTH LINE OF SAID BLOCK 3 TO A NAIL AND WASHER INSCRIBED "RLS 3889" BEING THE SOUTHWEST CORNER OF THE WEST 60' OF LOTS 9 & 10 DESCRIBED IN INST. NO. 0897738 RECORDED IN SAID OFFICE;

THENCE N 00°24'21" E, 99.95 FEET ALONG THE WEST LINE OF SAID LOTS 9 & 10 TO THE SOUTHWEST CORNER OF LOT 8, BLOCK 3, MARKED BY A 5/8 INCH DIA. REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 6193";

THENCE N 00°17'26" E, 100.03 FEET ALONG THE WEST LINE OF LOTS 7-8 PLAT NO. 113, RECORDED IN SAID OFFICE TO 5/8 INCH DIA. REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 6193";

THENCE N 00°21'11" E, 159.97 FEET ALONG THE WEST LINE OF LOTS 3-6 TO A 5/8 INCH DIA. REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 10821";

THENCE N 89°44'28" W, 20.01 FEET, TO **THE POINT OF BEGINNING.**

SAID STRIP CONTAINS 0.16 ACRES MORE OR LESS.

PRELIMINARY COPY

MAP OF SURVEY
MOGUL HOSPITALITY PARTNERS-JACKSON, LLC
BLOCK 3, J.R. JONES ADDITION TO THE TOWN OF JACKSON
BEING PART OF THE NE1/4SE1/4 OF SECTION 28
T41N R116W 6TH P.M.
TETON COUNTY, WYOMING

DATE: 2023-09-26 DRAWN/CHK BY: CJK/RAS
PROJECT: 20335-MOS-BLOCK 3 J.R. JONES LOTS

BADGER AERIAL MAPPING & SURVEYING

4141 S 58 W
IDAHO FALLS, ID 83402
208-715-4380

SHEET 1 OF 1

Alley Consideration Unit Distribution - 30 Units per LDR Waterfall				
	1 Bed/Studio	2 Bedroom	3 Bedroom	Total
0 - 50% AMI	**4**	**4**	**1**	**9**
50 - 80% AMI	**2**	**2**	**0**	**4**
80 -120% AMI	**6**	**5**	**2**	**13**
120-200% AMI*	**1**	**2**	**1**	**4**
Total	**13**	**13**	**4**	**30**

** Workforce deed restriction per LDRS*

Rent Assumptions				
Rent Assumptions	0-50% AMI	50-80% AMI	80-120% AMI	120-200%*
1 Bed/Studio	570.00	949.00	1,520.00	2,940.25
2 Bedroom	766.00	1,277.00	2,043.00	4,745.25
3 Bedroom	862.00	1,437.00	2,299.00	5,168.48

** Workforce deed restriction per LDRS*

Programming Comparison & Value Impact (30 Units - LDR Waterfall)			
	As Programmed Today	**With Consideration**	**Variance**
Total Rent / Year	1,447,025	626,283	(820,742)
Operating Expenses / Year	(387,257)	(387,257)	-
NOI for 30 Units	1,059,768	239,026	(820,742)
Capitalization Rate	5.00%	5.00%	-
Valuation	**21,195,352**	**4,780,510**	**(16,414,842)**

STAFF REPORT

Meeting Date:	May 6, 2024	**Meeting Title:**	Regular Town Council
Submitting Department:	Planning Department	**Presenter:**	Tyler Valentine
Agenda Item:	Sketch Plan for a new three-story, +/- 290,000 sf mixed-use hotel and condominium building along North Cache at the 11 properties listed below (P24-002)	**Public Comment:**	Yes

Purpose & Policy Considerations.
A Sketch Plan is required in the Commercial Residential – 2 (CR-2) zoning district by the Town of Jackson Land Development Regulations (LDRs) for projects with a base floor area (i.e., above-ground habitable) that exceeds 13,800 square feet. The proposed development's base floor area is approximately 90,000 sf.

Requested Action.
The applicant, Mogul Hospitality Partners, is requesting approval of a Sketch Plan for a new three-story, +/- 290,000 sf mixed-use hotel with 171 hotel rooms, 36 residential condominiums, and underground parking on a 2.75-acre site (including the portion of the alley to be vacated) at the following properties:

- 325, 335, 345, 355, & 375 N. Cache Street
- 45 & 65 Mercill Avenue
- 330, 350, 360, & 370 N. Glenwood Street

Recommendations.
The Planning Director and Planning Commission recommend **approval** of a Sketch Plan for a new three-story, +/-290,000 sf mixed-use hotel and condominium building with underground parking at the subject properties, subject to the departmental reviews attached hereto and the following conditions:

1. As part of the Development Plan submittal, the applicant shall provide a landscape plan prepared by a Wyoming Landscape Architect that provides the minimum Landscape Surface Ratio and 12 plant units. Aside from the street trees which are a separate landscape requirement, the applicant shall demonstrate that the majority of the 12 plant units are used around the perimeter of the site to soften and screen the building consistent with the intention of the landscape standards of the LDRs.
2. The applicant shall work with the Engineering Department prior to Development Plan submittal to determine the appropriate level of alley improvements based on the outcome of the alley vacation request.
3. As part of the Development Plan submittal, a final parking management plan shall be provided that does not include tandem parking for commercial parking spaces.
4. As part of the Development Plan submitted, snow storage needs to be identified that complies with the 2.5% requirement.
5. As part of the Development Plan submittal, the applicant shall address concerns from Town staff and Town Council regarding their proposed loading plan. The final loading area shall be located within the applicant's property boundary allowing large trucks to load/unload without needing to park in the alley and block access to existing parking spaces serving 390 N. Glenwood Street.
6. The Development Plan submittal shall include an increased amount of short-term bike parking at the Mercill and Glenwood pedestrian courtyard entrances.

7. The applicant shall obtain all necessary permits from the Wyoming Department of Environmental Quality (YDEQ) related to the benzene plume prior to building permit submittal.
8. Prior to the Development Plan submittal, the applicant shall work with Town staff to verify that all floor area associated with the 2:1 Bonus meet the qualifications according to Division 7.8 - Workforce Housing Incentive Program.
9. Prior to the Development Plan submittal, the applicant shall work with Town staff to clarify the future intended use of all commercial spaces (i.e., public versus private) to ensure the proper housing mitigation is assessed.
10. The applicant shall address all Design Review Committee conditions of approval as part of the Development Plan submittal to the satisfaction of the Town. In addition, the applicant shall make significant design changes that comply with Design Guidelines C.3, C.3.A., and C.3.B related to volume complexity and the massing of the building. These guidelines state, among other things, that a large, single building should look like a "group of related structures," not be "monolithic", should "be treated as a building complex", and "shall pay close attention to breaking up the vertical facade into a pattern typical of single lot development."

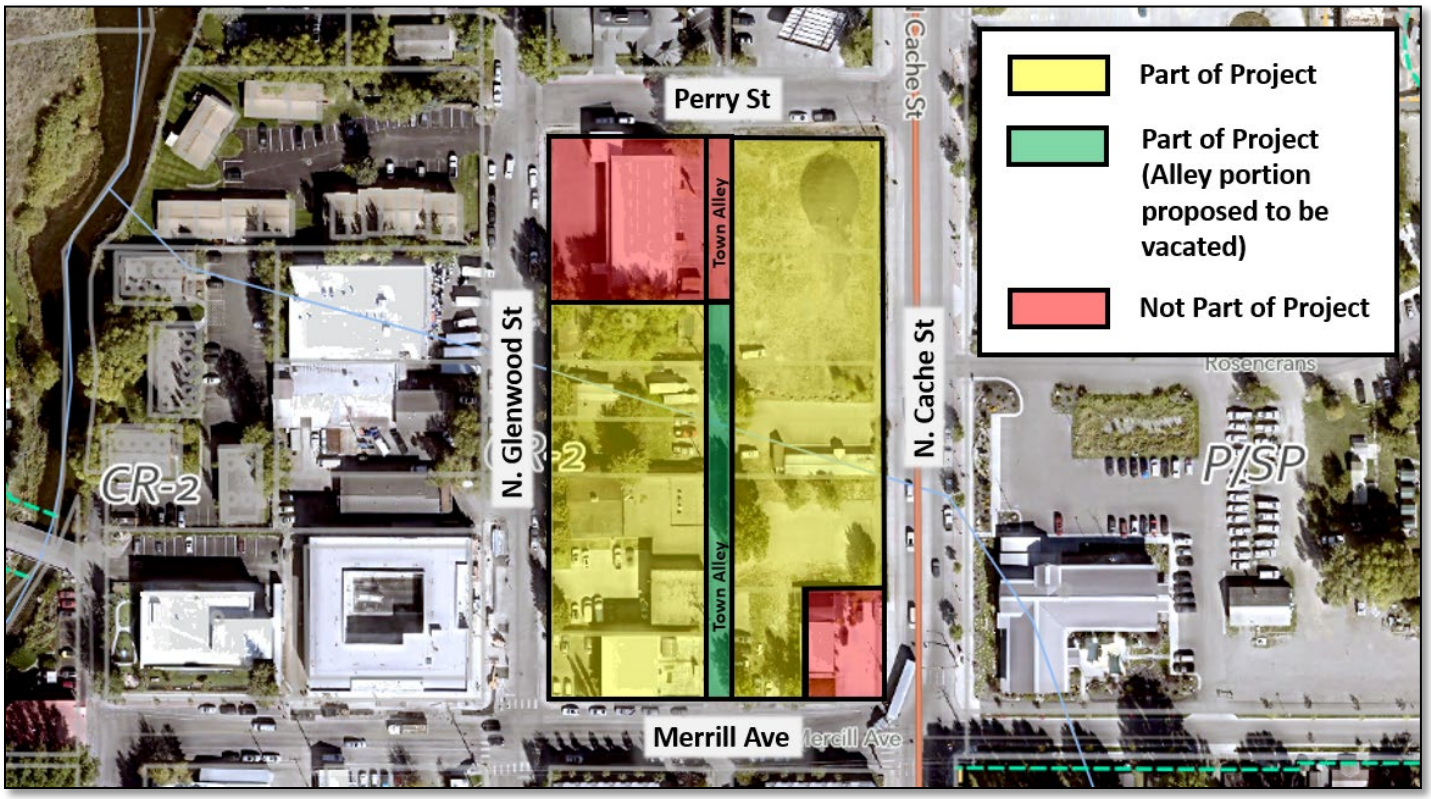
Key Issues/Policy Questions

- Does the Council support vacating a portion l of this alley?
    - If no, then this Sketch Plan should either be denied or continued to a date uncertain to allow the applicant time to revise their design and resubmit Sketch Plan.
    - If yes, does the Council have any concerns or feedback on the alley vacation related to the LDRs, site design, or building design?
- Does the Council have any concerns or feedback on the applicant's proposal to put the workforce housing units of the 2:1 Bonus off-site at The Loop?
- Does the Town Council have any concerns or feedback on the architectural design of the building (massing, materials, variety) or site plan?

Project Location.

The subject properties and an aerial photo are listed and shown below:

- 325, 335, 345, & 375 N. Cache Street (LOTS 1-8, BLK. 3, JONES)
- 45 Mercill Avenue (W. 60' OF LOTS 9-10, BLK. 3, JONES)
- 65 Mercill Avenue (LOT 11, PT LOT 12, BLK. 3, JONES)
- 330, 350, 360, & 370 N. Glenwood Street (N 40' LOT 12, LOTS 13-17, PT LOT 18, BLK 3, JONES)



Background/Project Description.

Land Use History and Context

The entire subject property is within the CR-2 zoning district and Lodging Overlay (LO). The historical and current vision for this site based on the Comprehensive Plan calls for a vibrant mixed-use downtown that encourages commercial, residential, and lodging developments and this has been the vision since at least 1994 when the LO was first adopted.

Relevant to the review of this project, the size, mass, and design of buildings in the CR-2 zone are controlled primarily by the Town's LDRs and Design Guidelines. In simple terms, the LDRs place limits on the maximum height, floor area, number of stories, and other important characteristics of new buildings in Town. The Design Guidelines provide architectural guidance and best practices to ensure that a minimum level of architectural quality and consistency is achieved for all commercial and larger residential buildings – but they do not impose strict limitations on building size.

It is also important to understand that the Town made significant changes to the LDRs since 2015 as part of the "LDR Update" process required to implement the 2012 Comprehensive Plan that provided an updated vision for the community. Among the many changes, a new menu of zone districts was adopted to replace the 1994-era zone districts. While the new districts included many of the same standards as the previous districts, a number of important changes were made that affected the potential size and design of new structures. The primary motivation behind many of these changes was to incentivize workforce housing by reducing barriers to high-density buildings that had been identified by housing advocates and private developers alike (e.g., lack of by-right development, predictability, and incentives, etc.). These were the reasons so few multi-family buildings

had been developed in the previous 20+ years. While the regulatory changes focused mostly on multi-family housing, the changes also applied to large new commercial developments in zones such as the CR-2. Below is a summary of some of the most relevant LDR changes (since 2015) that can impact overall building size in the CR-2 zone:

- Eliminated maximum buildings size
- Added the 2:1 Workforce Housing Bonus tool: This incentive allows developers to get 2 sf of market housing for every 1 sf of deed-restricted housing they provide. Where permitted, it allows properties to exceed the base FAR by significant amounts (sometimes more than doubling the achievable floor area) to "fill the box" allowed by the existing dimensional limitations (height, setbacks, LSR, parking, etc.) There is no limit on how much bonus floor area can be added as long as it fits within all existing standards without variances. One goal was to encourage developers to build deed-restricted housing with no need for a public subsidy. Importantly, the 2:1 tool is intended as a temporary measure that will expire once the entire pool of 1,800 additional residential units created by the County's Rural Zone downzone in 2015 have been constructed.
- Increased maximum building height

To help summarize and compare these and other LDR changes have evolved for the CR-2 zone, please see the below table.

	PREVIOUS AC ZONING	CURRENT CR-2 ZONING
Height	35'	42'-46'
Allowed Uses	Lodging/Commercial/Residential	Lodging/Commercial/Residential
Floor Area Ratio (FAR)	0.8 or 90,400 sf	0.8 or 90,400 sf
Bonus FAR	25% bonus for employee housing = 28,250 sf	2:1 Bonus (no limit) = 110,745 sf proposed
Basement FAR	Exempt	Exempt
Building Size (max.)	35,000 sf with CUP	None
Use Size (max.)	90,000 sf cap on lodging	None
Development Site Size (max.)	None	None
Number of stories (max.)	Three	Three

The Town's primary justification for making the above changes was the idea that mere building size was less important than good building design and streetscape design. More specifically, the Town placed renewed emphasis on its Design Guidelines and its adoption of new "form-based' LDR standards to address the bulk and scale of new buildings. By including much stronger and more specific architectural standards, the new form-based standards were intended to better communicate to developers the Town's development goals and to raise the quality of architecture and design in the Town. These form-based standards include, for example, standards that address build-to lines, building widths, ceiling heights, transparency (windows) minimums, blank wall areas, and third-story stepbacks. Importantly, the new form standards also provide consistent and much more aggressive streetscape/pedestrian design standards to ensure that all new downtown developments provide sidewalks, street trees, and public amenities like bike racks, benches, and planters. In addition, to mitigate the potential for expansive "street walls" to be overwhelming, the LDRs included an exception to allow

forecourts/courtyards to help break up long facades by counting them toward the minimum street wall requirement. Working against some of these goals, however, is the increasing trend of landowners/developers buying multiple adjacent properties to aggregate a large site for development. When these large sites are combined with many of the new development incentives, it can lead to very large buildings that perhaps were not fully anticipated when some of the recent LDR changes were made. The applicant's project is an example of this trend.

Project Site Context

As proposed, the development utilizes 11 properties (2.59 acres, or 113,000 sf total land area, or roughly fifteen (15) 7,500 sf town lots) within a downtown block surrounded by four streets: North Cache Street to the east (400 linear feet), Mercill Avenue to the south (220 linear feet), North Glenwood Street to the west (350 linear feet), and Perry Street to the north (130 linear feet). The only two properties in this block that are not part of this development are 390 N. Glenwood Street (corner of North Glenwood Street & Perry Street) and 315 N. Cache Street (corner of North Cache Street and Mercill Avenue). All existing development within the subject property will be demolished. A full list of existing development can be found in the Housing Mitigation section of the applicant's submittal.

This downtown block is bifurcated by a 20' x 500' alley that runs north/south down the middle providing a connection between Perry Street to the north and Mercill Avenue to the south. The applicant currently has a separate request submitted to vacate the southern 360' of the alley that they intend to use for their development (Item PM23-006). This alley vacation request is being processed concurrently with the Development Plan as previously directed by the Council to allow the Council to best consider how the alley vacation might impact the final design of the project. If approved by the Town Council, the alley vacation would add 7,200 sf of developable land area to the project site, bringing the total development site area to 2.75 acres (120,200 sf). As proposed the remaining 140' of the alley at the north end connecting to Perry Street would remain as a public alley. Please refer to the accompanying staff report for the alley vacation for more details on the review process for that item.

A portion of the site has been impacted by contamination from an underground benzene plume from a previous gas station on the corner of North Cache and Perry Street. The state Department of Environmental Quality (WYDEQ) has been monitoring the contaminated soils for a number of years that are impacted by groundwater flow. At this time, much of the benzene has been remediated or dissipated, however, any remaining contaminated soil would need to be disposed of properly by the applicant during the redevelopment of the site.

Project Description:

The applicant is requesting approval of a Sketch Plan for a new three-story, 42' tall, mixed-use hotel building. As proposed, the building consists of 171 hotel rooms, 36 market condominiums (not allowed for short-term rental) which are tied to the 2:1 Workforce Housing Bonus (referred to as "2:1 Bonus"), a spa, fitness center, retail space, two restaurants, two bars/lounges, a rooftop deck, and ancillary hotel office/meeting space. There are two proposed basements, the lowest of which is the parking garage and the upper of which is habitable and daylights around the entire perimeter of the building. The building's total gross square footage is roughly 361,869 sf (199,806 sf above grade and 162,063 sf below grade). Roughly 290,000 sf of the total gross square

footage is habitable conditioned space. The applicant is not proposing to use the 7,200 sf vacated alley (if approved) for additional FAR and is applying the 0.8 Floor Area Ratio (FAR) to the original site of 113,000 sf.

The applicant is proposing to utilize the 2:1 Bonus which adds roughly 110,745 sf of additional above-ground habitable floor area (including associated circulation space). Of the 110,745 sf 2:1 Bonus FAR, 74,175 sf is dedicated to 36 on-site market long-term residential units intended to be condominiums and the remaining 36,570 sf of floor area is circulation and supportive spaces such as utility rooms. The units range in size from 1,234 sf to 4,357 sf. Rather than provide their workforce requirement of the 2:1 Bonus onsite, the applicant is proposing to provide their workforce requirement off site at The Loop apartment development at 1060 & 1080 South Park Loop Road by placing a workforce deed restriction on 38 market apartments that total of 37,379 sf of floor area. In addition to the 2:1 Bonus, the base FAR related to the hotel rooms and commercial uses (minus credits) generates an affordable housing requirement of 9.539 units which the applicant also proposes to provide off-site at The Loop by deed restricting ten market units. Below is a breakdown of each level of the building by square footage and use:

- **BASEMENT L2 (lower): 92,894 sf**
    - This level provides 220 parking spaces, bike storage, circulation space, and storage for the market residential units.
- **BASEMENT L1 (upper): 69,169 sf**
    - This level is a partially exposed basement that consists of 48 hotel guest rooms, a restaurant, a retail space, a fitness center, a spa, a bar lounge, meeting rooms, and circulation space.
- **FIRST FLOOR: 62,384 sf**
    - This level consists of the main hotel check-in area, 65 hotel guest rooms, a restaurant/café, trash & mechanical rooms, and circulation space.
- **SECOND FLOOR: 69,053 sf**
    - This level consists of 58 hotel guest rooms, 10 market long-term residential condos, and circulation space.
- **THIRD FLOOR: 68,369 sf**
    - This level consists of 26 market long-term residential condos, and circulation space.
- **ROOFTOP DECK:**
    - This area consists of two large open, non-covered, deck areas that include multiple seating/gathering areas, a bar, and a pool/spa.

Regarding the site layout, there are two vehicular entry points to the development. The hotel's main pick-up/drop-off entrance faces North Cache which consists of a one-way, semi-circular vehicular drive that leads to a porta cochere for valet parking. This entrance also serves as the main pedestrian entrance. Most cars will access the site through the only entrance to the underground parking garage located off North Glenwood just south of the Cache Creek Motel. In addition, two pedestrian-only courtyard spaces are provided: one facing south along Mercill Avenue and another facing west along North Glenwood. These two courtyards are partially below grade and connected internally through pedestrian walkways (sometimes called paseos) which provide pedestrian access to guest rooms, an outdoor pool for guests, outdoor public gathering spaces, a retail space, a Moulton Barn-themed restaurant, and a bar/lounge area. At this time there are no proposed public access

easements for the public courtyards on Mercill and Glenwood or the internal connecting paseo, however, the applicant states its intent to allow public access and not prohibit it. Pedestrian improvements will be provided on all four streets and consist of a 5'-wide attached landscape buffer and a 6' detached sidewalk ensuring that all three pedestrian entrances are easily accessible.

Analysis.

Purpose of Sketch Plan

The purpose of a Sketch Plan is to publicly review a large physical development or development option for general consistency with these LDRs at a preliminary, conceptual level of detail before the development is fully designed. According to the LDRs, the objectives of the sketch plan review are:

1. *Identification of the opportunities to achieve the desired future character for the site;*
2. *Identification of development-related issues to be addressed through the development plan;*
3. *Discussion of alternative site designs that may better implement these LDRs; and*
4. *Identification of natural and scenic resources protected by these LDRs.*

In short, the goal of Sketch Plan review is to do a feasibility-level review of a large project before too much time and money has been spent on final plans. This gives the Town an opportunity to identify any key outstanding issues, usually identified as conditions of approval, that the applicant's project must fully address before a final Development Plan can be approved. If the appicant fails to adequately comply with any of the Sketch Plan's conditions of approval then the Council may deny the Development Plan. For this reason, it is imperative that the Town place any and all desired conditions of approval on the Sketch Plan to ensure that the applicant clearly understands what modifications they still need to make and that their Sketch Plan approval is only the preliminary step in a two step process.

After reviewing the applicant's submittal, staff finds that, as conditioned, the proposed project complies with the LDR requirements of the CR-2 zone at a conceptual level for a Sketch Plan. Sketch Plan approval permits the submittal of a Development Plan, which will be reviewed by the Town Council. Below is an LDR Compliance table for the CR-2 zone:

	CR-2	Proposed	Complies?
Floor Area Ratio	0.8 base max (90,400 sf) + 2:1 Workforce Housing Bonus (no sf limit)	Base FAR = 90,090 sf 2:1 Bonus = 110,745 sf Total Above Ground Habitable = 1.77 FAR or 200,835 sf	Yes as conditioned
Landscape Surface Ratio	10% or 11,512 sf	13,158 sf	Yes as conditioned
Plant Units	12 required	Not shown. Condition of approval added.	Yes as conditioned.
Height	42' (< 5:12 roof pitch)	42'	Yes

Stories	3 max	3 stories with 2 basement levels	Yes as conditioned
Parking	CR-2 Standard: Lodging: 0.75 per room Condos: 1.5 per DU Restaurant: 1/73 sf dining Bar: 1/40 sf bar Retail: 3.37 per 1,000 sf Parking Credits: Street Parking Credits = 27 **TOTAL CREDITS** = 27 spaces (credits can only be used for commercial uses and cannot be used for lodging/residential condos)	Requirement: Lodging (171 rooms) = 128 Condos (36) = 54 Main Restaurant (2,000 sf) = 27 Café Restaurant (1,500 sf/3) = 7 Bar/Louge (2,400 sf/3) = 20 Retail (2,497 sf) = 8 **TOTAL REQUIRED:** 244 spaces – 27 on-street credits = 217 spaces **TOTAL PROPOSED** = 220 spaces ADA: 7 spaces provided EV: 66 capable + 11 installed	Yes
Curb Cut	Min of 16’ and Max of 24’ per WYDOT	16’	Yes
Primary Street Setback (Cache)	0’ – 10’	0’ – 10’	Yes
Secondary Street Setback (Mercill)	0’ – 10’	0’ – 10’	Yes
Secondary Street Setback (Glenwood)	0’ – 10’	0’ – 10’	Yes
Secondary Street Setback (Perry)	0’ – 10’	0’ – 10’	Yes
Side Interior (southeast corner)	5’ min	5’-6’	Yes
Side Interior (southwest corner)	5’ min	5’-6’	Yes
Street Façade Width (min)	**Cache:** 70% of 400’ = 280’ **Mercill:** 35% of 220’ = 77’ **Glenwood:** 35% of 350’ = 123’ **Perry:** 35% of 130’ = 46’	**Cache:** 260’ + forecourt provided **Mercill:** 132’ provided **Glenwood:** 243’ provided **Perry:** 120’ provided	Yes
3rd Story Step-back	10’ for 40% of building **Cache:** 40% of 260’ = 104 **Mercill:** 40% of 132’ = 53’ **Glenwood:** 40% of 243’ = 97’	 **Cache:** 182’ provided **Mercill:** 68’ provided **Glenwood:** 101’ provided	Yes

	Perry: 40% of 120' = 48'	**Perry:** 61' provided	
Pedestrian Frontage	13'6" for Trees in Grate	13'6" Trees in Grate	Yes
Forecourt	• Max width of 1/3 of building • Min depth of 35' • Elevation within 30" of finished grade.	• 93' max width. 88' provided. • 47' deep. • No elevation change.	Yes
Exterior Lighting	Required to be dark sky compliance	A lighting plan is required with a building permit.	TBD

Conformance with the Comprehensive Plan

This site is located in Character District 2: Subarea 2.3: Downtown. This is a *Transitional* area intended for redevelopment with a mixture of two to three-story commercial, lodging, and residential buildings, a high level of pedestrian and transit connection, high-quality public spaces, and a high concentration of tourist-related accommodations and services. Parking should be hidden or underground and buildings should create an attractive street wall to encourage pedestrian activity. Other than street trees, landscaping, and green areas are minimal and largely provided voluntarily. Two goals of this subarea are 1) creating a vibrant mixed-use area by accommodating a variety of uses and amenities and providing a balance between lodging and long-term residential housing, and 2) creating a consistent building size and form through attractive street walls, two to three-story buildings, and good urban design principles including massing, articulation, and provision of public space. Additionally, Teton County's economy is primarily based on tourism and the Comprehensive Plan has various policy sections that support established areas appropriate for lodging uses, such as the Town's Lodging Overlay. The Comprehensive Plan also acknowledges the local economy's reliance on tourists while at the same time prioritizing the community first. Below are three of the main policies regarding lodging uses that support lodging and mixed uses at this location:

- ***Policy 3.2.c*** *– "Lodging and short-term rental use will continue to be limited to areas within a Lodging Overlay and existing Planned Resort in Town, and the existing County Planned Resorts and Planned Unit Developments where it is entitled. The potential for lodging and short-term rental development is important to the community's tourism economy, but it is not appropriate throughout the Town and County. Concentration of lodging locates short term accommodations in areas where guests can access visitor-oriented amenities without a vehicle, while protecting the remainder of the community's residential, locally-oriented, and Rural Areas from expansion of tourist-related amenities."*

- ***Policy 4.2.a*** *– "Existing nonresidential subareas will be enhanced into vibrant, mixed use active pedestrian subareas. Both horizontal and vertical mixed uses will be utilized based upon the location and character defined in each specific Character District. Mixed use areas will allow nonresidential uses, but will also include a variety of residential and lodging uses. A vertical mix of residential, lodging, and nonresidential uses will foster a nightly, year-round "lights on" experience of use, activity and occupancy downtown."*

- ***Policy 4.2.f*** *– "A key element of the 1994 Comprehensive Plan was the establishment of the Lodging Overlay District. The purpose of the overlay was to concentrate lodging into the downtown core, where guests can access tourist-orientated amenities without a vehicle. In addition, the overlay was intended to protect the remainder of the community from expansion and sprawl resulting from tourist and lodging amenities. The*

community continues to support the original intent of the overlay. Expanding on the goals of the 1994 Plan, this Plan supports the provision of a variety of year-round lodging types that encourage active management for nightly year-round occupancy."

Staff finds that as conditioned, the project is generally consistent with the above-mentioned goals at a Sketch Plan/conceptual level. Overall, the proposed building is mixed-use with lodging, residential, and other commercial uses which are desired in this location. In addition, the parking is underground and not visible from the public roads which creates more opportunities for attractive streetscapes. New pedestrian improvements will be provided adjacent to the building on all streets that will be an upgrade compared to the existing conditions which consist mostly of unprotected attached sidewalks with no buffer zone. These improvements will also encourage pedestrian movement in this area to support both the new development and surrounding developments. With all that being said, the project still requires significant design improvements as part of the Development Plan to better align it with the Town's goals related to consistent building size, attractive street walls, and the use of good urban design principles including massing, articulation, and provision of public space. Since the Town's Design Guidelines address these design principles more directly, please see the Design Review Committee (DRC) and Building Design sections below.

Alley Vacation

As mentioned above, the applicant is proposing to vacate the southernmost 360' of the 500'-long alley (7,200 sf of land area) between Mercill Avenue and Perry Street to use toward their development site. Please see the staff report for PM23-006 for more detail on the alley vacation request and for staff's analysis of the request.

Benzene Plume

The applicant has provided a geotechnical report that details the existing site contamination due to the historical Texaco that used to be located at the northeastern corner of the development (375 North Cache Street). The applicant is aware they will be required to work with WYDEQ and obtain any required permits before commencing construction that address the removal and/or treatment of any contaminated soil and groundwater. It is especially important to the Town to prevent untreated contaminated groundwater from entering the Town storm sewer system. A condition of approval has been added requiring that the applicant obtain all necessary permits from WYDEQ related to the Benzene Plume prior to building permit submittal. All costs associated with addressing the benzene contamination will be borne by the applicant.

Building Design

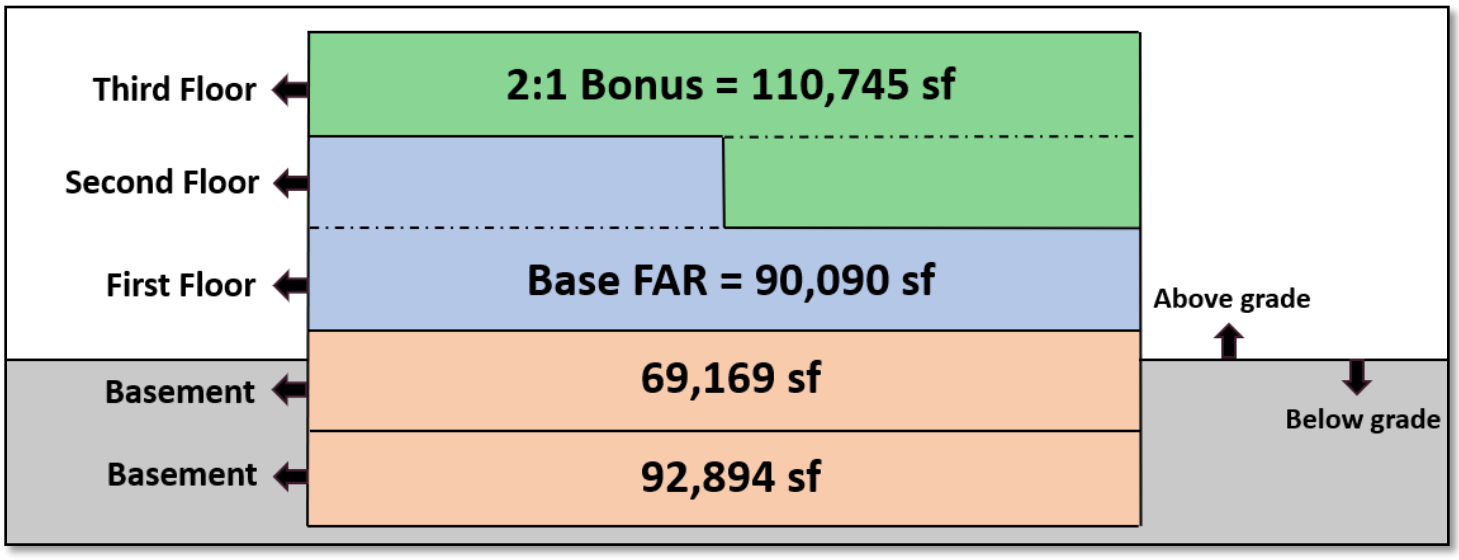
As proposed, this building and site would be the largest in the Town's history with nearly 1,100 linear feet of street frontage along all four streets and a maximum gross square footage of 361,869 sf. Comparably, the 400' long façade on Cache Street would also be the longest building façade in downtown Jackson. It would be over twice the length of The Cloudveil hotel on Center Street and slightly longer than the approved Pearl/Cache redevelopment of the Ranch Inn (although the overall project is over five times the size of the Pearl/Cache redevelopment). Despite this context, as mentioned above, the CR-2 zone does not regulate maximum building size, cap the number of adjacent lots that can be developed, cap the number of lodging units per development, or cap the amount of 2:1 Bonus that can be used. Ultimately, the Town's Design Guidelines play a major role in addressing the bulk, scale, and mass of developments. The Design Review Committee (DRC) section immediately below provides additional detailed summary of the design review process.

Given that there is no limit on building size in the CR-2 zone, the 2:1 Bonus is a large contributing factor to the overall size of the proposed building. As explained above, the 2:1 Bonus was introduced in 2016 and was intended to encourage developers to build deed-restricted housing with no need for public subsidy using the pool of 1,800 units added to the Town development potential from the County's rural area downzone. Additional 2:1 floor area, however, must also meet the Design Guidelines. Over the past few years, the development sector has demonstrated that significant amounts of additional square footage can be added to development sites even though the base FAR for those sites has not changed since 1994 (recent examples include The Loop and The Glenwood/Gill Townhomes). In the case of the subject property, the Base FAR in the CR-2 zone has remained at 0.8 since 1994.

It is important to note that locating the 2:1 deed restricted units off-site at The Loop does not necessarily increase the size of the hotel building at N. Cache Street. This is because whether the 2:1 workforce housing is located on-site or off-site, the applicant can still use the entire "box" (i.e., 3-dimensional building envelope) through some combination of 2:1 market housing and/or workforce housing. In other words, either the entire proposed +/- 110,00 sf could be used entirely for market condominiums or it could be used for 66% market condominiums and 33% workforce housing. The main difference might be, however, that including the workforce units on-site might result in some internal and external design changes that could help diversify the exterior design to make it more interesting and varied.

Staff has also identified areas within the building that are labeled as "exempt" floor area that the applicant claims are ancillary/associated with the 2:1 Bonus (e.g., café, restrooms, storage, back of house (BOH), etc. on the first floor, and fitness, pool equipment rooms, etc. on the third floor). The only exempt floor areas associated with the 2:1 Bonus are those such as circulation spaces (i.e., hallways, elevators, stairs, etc.) and utility rooms that directly serve 2:1 Bonus units. Staff has added a condition of approval requiring that prior to Development Plan submittal the applicant shall work with Planning staff to ensure that all bonus floor area qualifies according to the LDRs. This will likely result in some reduction in the overall square footage of the building.

Below is a floor area chart showing general calculation breakdowns for the basement, base FAR, and 2:1 Bonus:



At a conceptual level, staff finds that the proposed building is generally consistent with the goals of the CR-2 zone by hiding all the parking from public view and creating a strong street wall and holding the street corners, while still setting back large portions of the building along each street to break up the street wall The proposed design also provides pedestrian entrances/courtyards on multiple streets, introduces some active and engaging commercial uses on the ground level (Mercill and Glenwood), and provides private outdoor spaces for the condominium tenants (i.e., balconies and rooftop decks). The building is three stories with a flat roof design and is a maximum of 42' in height. As a result of the third-floor stepback requirement, the building has various sections along the third floor of each street that are stepped back 10' which helps to further break up the building mass and vary the rooflines. Additionally, a few balconies have been provided on the second and third floors along North Cache Street, North Glenwood Street, and Perry Street which further provide some relief along the street facades.

Despite the above comments, staff finds that significant additional design work is needed for the project to fully comply with the Town's Design Guidelines. In particular, three primary facades of the project need additional work as part of the Development Plan review before planning staff can recommend support for the final design: 1) the west façade from the corner of N. Glenwood to the "Moulton" barn restaurant; 2) the east façade from the north side of the main entrance on N. Cache to the corner (and around the corner) of Perry Street; and 3) the southeast facades on the southeast corner of the building. In addition to the recommendations from the DRC, these three areas should consider significant changes consistent with Design Guidelines C.3, C.3.A., and C.3.B related to the massing of the building. These guidelines state that a large, single building should look like a "group of related structures," not be "monolithic", and should "be treated as a building complex". Further, the guidelines state that "[p]rojects that contain multiple lots shall pay close attention to breaking up the vertical façade into a pattern *typical of single lot development (emphasis added)*". The proposed design fails to meet these important guidelines in various ways. In addition, contrary to other parts of the Design Guidelines, many of the façades appear to be overly "flat" (without plane changes when materials change), some of the exterior materials appear a bit inauthentic or are overused (e.g., fiber cement boards), and the overall feel of the project is very "corporate" and inconsistent with the "Intermountain West" character identified in the Design Guidelines. The building does not yet appear like it belongs in Jackson, especially in such a prominent gateway location.

It is not planning staff's job to design buildings so we typically leave it to the applicant's design professionals to hear feedback from the DRC, staff, the Planning Commission, and, ultimately, the Council and to then respond with genuine changes. Due to these design concerns, staff added its own Design Guideline-related condition of approval requiring that 1) the DRC's conditions be met to the satisfaction of the Town which essentially reinforces and elevates their conditions beyond the DRC which is a recommending body, and 2) requires that significant design changes be made to the building to ensure compliance with the volume complexity section of the Design Guidelines which is referenced above in this paragraph.

Below on the following page are a few images showing the main building courtyards/breaks along Cache, Mercill, and Glenwood:

North Cache Entrance (east elevation):

Mercill Avenue Pedestrian Entrance (south elevation):

Glenwood Street Pedestrian Entrance (west elevation):

Design Review Committee (DRC)

The DRC first reviewed the project on February 14, 2024, which resulted in the DRC continuing the item and directing the applicant to address numerous aspects of the Design Guidelines. Notable feedback included: improving the main entrance along North Cache as it was too large and pronounced; further studying the massing; better breaking up the roof lines; improving the pedestrian experience; addressing the Vision Statement in the Design Guidelines; improving the application of the exterior materials; and better illustrating how the paseo from Mercill Avenue is inviting to the public. The DRC later reviewed the project on March 13, 2024, and recommended conceptual approval to the Town Council.

While the DRC expressed significant reservations about the overall design, it ultimately agreed that the applicant made enough massing moves to break up the street wall on three streets to help reduce the perceived bulk and scale of the building and allow for public/semi-public spaces and courtyards. The DRC acknowledged this success was in part due to the alley being vacated which encouraged the applicant to design the building with multiple large courtyards allowing the building to address/interact with the public realm. Although the applicant will need to continue to study various elements of the design as part of the Development Plan, the DRC felt that the "bones" are there for a successful project.

As part of the DRC's motion at the March 13th meeting, they specifically recommended conceptual approval of the building footprint and general building massing but directed the applicant to address the following conditions as part of the Development Plan submittal:

1. The window treatment/fenestration needs to be further studied throughout the development, especially along the Cache Street frontage and vehicular courtyard. In addition, the window treatment should better relate to the associated uses and should differentiate between the lodging and condominium units.
2. The final exterior material palette and application of materials need to be further studied. Areas of the building with a change in materials should include a change in the plane to ensure that the push/pull of the massing is better articulated.
3. The efforts to break up the massing along the streets need to be carried into the courtyards to improve the pedestrian feel/experience.
4. The applicant shall continue to develop the paseo and internal courtyard to make them more inviting to the public which includes improvements to the final landscape plan. The window wells along the street frontages need to be improved so that they better relate to the pedestrian experience.
5. The southeast and northeast corners along N. Cache Street need additional study and consideration since these corners are the most prominent and will be experienced by the majority of the public.
6. The vehicular courtyard along North Cache needs to be further studied to improve the pedestrian experience and safety. It was suggested to narrow the two curb cuts each to 12'-15 wide max to shorten the crossing distance for pedestrians.
7. The North Cache Street elevation needs to be further broken up consistent with the Volume Complexity section of the Design Guidelines.
8. The "Moulton" barn along Glenwood should be further studied as some members of the DRC felt it was not authentic.

Site Design

Staff finds that the conceptual site design generally achieves the goals of the CR-2 zone which seeks to pull buildings toward the street but also encourages breaks in the building for courtyards and entrances. The new and expanded sidewalks on all four streets will significantly improve pedestrian safety and function along the

frontages of this project compared to the existing sidewalks. They will also significantly improve the overall appearance of this block. Although the project has a total of 1,100 linear feet of street frontage, the project is significantly decreasing the number of existing and potential curb cuts down to two on North Cache, one on North Glenwood, and none on Mercill Avenue and Perry Street. This will result in fewer conflicts between vehicles and pedestrians creating a safer experience on the sidewalks. Additionally, having the hotel's pic-up/drop-off hotel vehicular and pedestrian entrance off North Cache is practical and helps break up the massing along the 400' long stretch of property. Overall, staff acknowledges that some of the successes of the site plan are a result of vacating the alley which encouraged the applicant to design the site to address and interact more with the public realm versus a design with no alley vacation which would could result in longer continuous street walls with much more private interior spaces. The proposed site plan is shown below on the following page and the three clouded areas in red are the three large courtyard recesses in the building:

<u>Vehicular Access</u>

Most cars will access the site from the N. Glenwood Street entrance to the underground parking lot that provides parking for the entire project. In addition, the main temporary pick-up/drop-off entrance will be located off N. Cache Street. Since N. Cache Street is owned and maintained by WYDOT, the applicant has applied for and received approval for an access from N. Cache Street (approval attached in the applicant's submittal). WYDOT, however, is only allowing a one-way entry/one-way exit where vehicles enter from the north curb cut and exit through the south curb cut. In addition, WYDOT is requiring right-turn-only for all vehicles exiting onto N. Cache Street to minimize conflicts with existing traffic. They have also confirmed that for commercial developments such as the one proposed, the minimum curb cut width for one-way access is 16' and the

maximum width is 24'. Staff is recommending to WYDOT that the curb cuts not exceed 16' which is what the applicant is currently proposing. Having narrower curb cuts will still allow access to the site but will reduce the crossing distance for pedestrians on sidewalks.

Overall, staff finds that the proposed access plan not only complies with the LDRs but is also practical in that it consolidates access points. Consolidation of access points is desirable because it reduces vehicular/pedestrian conflicts and helps with the general flow of traffic. Overall, the number of curbs along North Cache would be reduced from four to two and from four to one on along North Glenwood Street., No curb cuts are proposed along Mercill Avenue or Perry Street. For a development with 1,100 linear feet of street frontage, staff finds the proposed access plan to be a significant improvement from current conditions. In addition to consolidating access points, the proposed access plan shifts the majority of traffic away from North Cache onto North Glenwood Street.

Traffic

Typically, traffic studies are either required by the Town Engineer or voluntarily provided by the applicant in anticipation of some future impact. At this time, the Town Engineer is not requiring a traffic study nor was one provided by the applicant. However, the applicant did submit a Traffic Impact Study (TIS) to WYDOT who reviewed it and accepted it with comments. Based on the proposed project's anticipated traffic, the TIS concluded the following:

- Level of Service (LOS) at all four closest intersections will remain the same at either LOS A or B which is acceptable.
- There were no recommended mitigation measures such as turn lanes or acceleration/deacceleration lanes.
- There were no prohibitions on access from North Cache. However, access is limited to one-way in/out with no left-hand turns onto North Cache.

Parking

As stated above in the LDR compliance table, 220 spaces are provided to meet the 217-space requirement. For the lodging and residential uses, a total of 183 spaces have been provided which complies with the LDRs. This leaves 64 spaces (37 on-site + 27 on-street) available to serve the various other commercial uses on-site such as the retail spaces, Moulton Barn-themed restaurant, and a portion of the bar/lounge. When it comes to hotel amenity spaces such as cafes, small bar areas, conference spaces, spas, and fitness facilities, the LDRs exempt these spaces from parking requirements because they primarily serve guests who are already parked/staying at the hotel. Staff notes that this property is within the Downtown Parking District and the applicant has the option to provide zero on-site parking for commercial uses through the parking fee-in-lieu program. However, the applicant has not indicated an interest in that program at this time.

At this conceptual stage of the project, a preliminary parking management plan has been provided. The applicant has indicated that valet parking will be available for both hotel guests and condominium owners. The parking garage layout shows several rows of tandem parking, which is allowed for residential units and hotel spaces that are managed through valet parking. Regarding commercial parking needs, the applicant states that 37 parking spaces will be allocated in the garage to serve the retail, restaurant/bar, café, spa, etc. spaces. These spaces will most likely be for employees due to the privacy and location of the parking garage two levels underground. Staff has no concerns over the 54 dedicated condominium spaces and the 129 dedicated hotel parking spaces. However, some of the 37 commercial spaces are tandem spaces which is not permitted and the

applicant will need to revise the parking management plan to address the commercial space parking as part of the Development Plan submittal.

Pedestrian Improvements

The CR-2 zone requires either Trees in Lawn or Trees in Grates as acceptable pedestrian frontage types. At this time staff is requiring Trees in Grates along all four streets which will consist of a 5'-wide attached buffer zone with trees and pavers and a 6'-wide detached sidewalk. With that being said, staff is considering whether Trees in Lawn might be appropriate for Glenwood Street to perhaps fit better with the less urban character of that block. Overall, this will be an improvement to the existing conditions which include an attached 4'-5' sidewalk around the entire block. The applicant will only be responsible for installing Trees in Grates along the areas where their property line abuts the street. Thus, the southeast corner (adjacent to 315 N. Cache St.) and northwest corner (adjacent to 390 N. Glenwood St.) of this block will not receive new pedestrian improvements unless they were voluntarily provided by the applicant.

Landscaping

The CR-2 zoning district has a minimum required LSR of 10%, which is applied to the subject property's size of 115,118 sf, resulting in at least 11,512 sf of landscaping. Of that requirement, roughly 2,300 sf can be provided in the form of planters. At this time the applicant is providing 13,158 sf which complies with minimum requirements. In addition, a minimum of 12 plant units are required so the applicant will need to demonstrate compliance with this number as part of the Development Plan. These 12 plant units must comply with the standard plant unit alternatives found in LDR Section 5.5.3. Staff would like to clarify that the required street trees within the Trees in Grate's pedestrian frontage are above and beyond the required 12 plant units. As conditioned in the Sketch Plan, a landscape plan prepared by a Wyoming landscape architect will need to be provided with the Development Plan that provides more details on the final landscaping, the minimum LSR, and a minimum of 12 plant units.

In addition to the number of plant units, the general purpose of the landscape standards as stated in LDR Section 5.5.1 is to *"assist in maintaining the character of the zones by providing minimum planting, buffering, and screening around and within physical development."* This means that the applicant cannot simply place all of their required plantings in their interior courtyard. Of course, some plantings can be located within the interior of the site, but the majority of the landscaping needs to serve as an exterior buffer to help soften/screen the development from the public view on each street. Staff has added a condition of approval addressing this matter.

Trash & Loading

Primary trash pick-up and general loading needs will occur in the northernmost section of the building adjacent to the 140' section of the alley that is not part of the alley vacation request. This portion of the building includes a dedicated trash room and other back-of-house delivery/storage spaces. For the convenience of hotel staff and tenants, trash chutes have been placed throughout the building on each level where staff collects trash and transfers it to the main location along the alley to pick up.

Although this portion of the alley is proposed to remain a public alley, the applicant plans to use the alley for the loading/unloading of large trucks. Alleys throughout town are used similarly and delivery trucks often temporarily block a portion of an alley during their delivery. But because this alley would no longer function like a normal thru-alley, staff has concerns that the Cache Creek Motel parking across the alley would be blocked during deliveries for significant periods of time. And since the applicant is proposing to change the nature and

use of this alley to benefit their project, staff finds that the applicant should provide a dedicated loading area off the alley (parallel or angled) on their property for large trucks to reduce negative impacts on the Cache Creek Motel residents. Thus, the applicant is allowed to use the alley for access, but little to no loading in the alley should occur to reduce interference with access to the Cache Creek Motel. In response to the above-mentioned concerns over alley functionality, the applicant recently provided an updated site plan (Floor Plan Level 1 in the attached submittal) showing a dedicated loading area for semi-trucks, trash pick up, UPS/Fed-Ex, etc., entirely within the property boundaries that will be screened with garage doors. Although staff supports their prompt response and efforts to address the Town's concerns, staff has not yet had time to fully review the proposed design. A condition of approval has been added requiring that the applicant address any concerns from the Town Council and staff regarding the loading area and present design changes as part of the Development Plan submittal.

Snow Storage

The applicant has not yet indicated locations of snow storage that comply with the minimum LDR requirement of 2.5% of impervious surfaces. Being that this is at Sketch Plan, snow storage a final snow storage plan is not required. However, staff has added a condition of approval requiring that as part of the Development Plan submittal, the applicant shall demonstrate adequate snow storage consistent with the LDRs.

Bicycle Parking

The applicant has indicated the location of some bicycle parking in the lowest basement level but the number of bike parking spaces is not specified. Staff notes that this Sketch Plan was deemed sufficient before the adoption of the new bike parking standards and is vested under the previous bike parking standards. Thus, the applicable LDR standard requires 1 bike rack per 10 parking spaces and so the applicant will need to provide a minimum of 22 bike parking spaces. Staff is requiring that the applicant increase the number of short-term bike parking to serve those using the courtyards. This requirement is directly tied to the alley vacation request, which among other goals seeks to provide functional and welcoming pedestrian spaces for the public and users of the hotel. Providing ample short-term bike parking near the paseo entrances along Mercill and Glenwood is consistent with the goals of creating a functional space that would be accessible to the public.

Affordable & Workforce Housing

Sec. 6.3.2.A.1 in the LDRs gives an affordable housing "credit" for any uses that existed on the site on December 18, 1995, or that were established after this date to the present. Thus, in the applicant's case, because all of the existing (or recently ceased) uses were in existence in 1995, all of the uses qualify for the housing mitigation credit. In practical terms, this means that these uses qualify for a credit even though they have never provided housing mitigation because they were established before the Town adopted housing mitigation requirements. In terms of calculating the amount of the credit, the credit is given to whichever use generates the highest mitigation requirement since 1995. This credit(s) can be used to offset the housing requirement of new development or redevelopment on the same site. Based on this methodology, the project has a housing credit of 10.188 units compared to a housing requirement of 19.72 units, leaving a final requirement of 9.539 affordable units. Below on the following page is a housing mitigation table demonstrating the required housing compared to existing housing credits:

Mitigation Requirement **(Base 0.8 FAR)**
Proposed uses: • 171 lodging units = 17.467 mitigation units required • Retail (2,497 sf) = 0.539 mitigation units required • Restaurant (2,043 sf) = 1.223 mitigation units required • Bar/Lounge (816 sf) = 0.489 mitigation units required • Residential (2:1 Bonus) = no requirement **Total Requirement**: 19.72 mitigation units **Credit for existing/historical uses:** • 25 lodging units = 2.554 mitigation units required • Retail (2,500 sf) = 0.539 mitigation units required • Office (21,094 sf) = 5.204 mitigation units required • 2 Detached single-family homes (3,649 sf total) = 0.083 mitigation units required • Heavy Service/Retail (3,000 sf) = 0.369 mitigation units required • Tour Operator/Outfitter (1,325 sf) = 1.440 mitigation units required **Total Credits:** 10.188 mitigation unit credits **Complies:** 9.539 units of mitigation required = 9 affordable units + 1 workforce unit.

Afffordable Mitigation Units: As proposed, the applicant plans to meet their affordable housing requirement by deed restricting 10 market units (9 as affordable + 1 as workforce) off-site at their The Loop project. The Loop has 194 total units, 112 of which are market, 81 are workforce and one is affordable. Thus the 112 market units are available to be used to satisfy an affordable housing requirement. According to LDR Section 6.3.5.B, affordable housing requirements can be satisfied by building units off-site and deed-restricting them. Thus staff finds the applicant's proposed method of providing affordable housing to be consistent with the LDRs. The applicant would be required to provide the following types of units and affordability at The Loop according to LDR Section 6.3.4:

- Two 1-bedroom units @ less than 50% AMI
- Two 1-bedroom units @ 80-120% AMI
- One 2-bedroom unit @ less than 50% AMI
- One 2-bedroom unit @ 50-80% AMI
- Three 2-bedroom units @ 80-120% AMI
- One 3-bedroom unit @ Workforce

2:1 Workforce Bonus Units: In addition to the proposed off-site affordable housing, the applicant is also proposing to put their "workforce" portion of the 2:1 Bonus off-site at The Loop. Since the applicant is proposing 74,175 sf of on-site "market" floor area as part of the 2:1 Bonus at the North Cache site, at least 37,088 sf of workforce housing must be provided. The applicant states they will provide 38 workforce units at The Loop totaling 37,379 sf. Currently, the LDRs are silent on where the workforce portion of the 2:1 Bonus can be located. As such, the applicant can request to put the workforce portion of the bonus off-site knowing that the Town

Council has final discretion to approve or deny. Below is a breakdown of the types, sizes, and quantity of 2:1 workforce units to be provided off-site at The Loop:

Off-site Workforce Housing at The Loop for 2:1 Bonus			
Unit Type	**Quantity**	**Unit Size**	**Total Square Footage**
Studio	2	391 sf	782 sf
1 Bedroom	9	735 sf	6,615 sf
2 Bedroom	13	1,084 sf	14,092 sf
3 Bedroom	14	1,135 sf	15,890 sf
TOTAL	38	-	37,379 sf

Staff is supportive of the applicant's request to put their workforce portion of the 2:1 Bonus off-site primarily because 1) the LDRs do not prohibit it, and 2) it is consistent with how required affordable housing is treated, which can be provided off-site according to LDR Section 6.3.5.B. When the 2:1 Bonus was created, the majority of the discussion generally revolved around identifying which zones could use the bonus, defining what the ratio should be (i.e., 1:1, 2:1, 3:1), and determining the type of restriction. Although no rule or standard was adopted regarding "where" the workforce housing should be located, the general assumption was that both market and workforce units would be built on the same development site. However, because the LDRs are silent on this topic, staff's interpretation is that off-site locations could be allowed upon request and approval of the Town Council. Aside from treating affordable and 2:1 workforce housing the same in terms of where it can be built, the proposed workforce housing will be located within the CR-3 zone which also allows the 2:1 Bonus. Had the request been to locate the workforce housing in a zone that does not allow the 2:1 Bonus, staff would not have supported the request. Staff also supports the request because putting the workforce housing off-site generates more units of workforce housing compared to if it was provided on-site. Staff also acknowledges that putting the workforce housing off-site generates more market housing at the subject property.

If the Town Council denies the request to put 2:1 workforce housing off-site at The Loop, the applicant would need to revise their housing mitigation plan which would result in a reduction in the amount of market housing from 74,175 sf to 49,697 sf and a reduction in the amount of workforce housing from 37,088 sf to 24,849 sf. Based on the average size of workforce units proposed off-site (i.e., 836 sf), requiring the workforce housing to be placed on-site would reduce the number of units down to roughly 29 units from the 38 that are proposed off-site.

Workforce housing linked to alley vacation: Finally, as part of the alley vacation request, the applicant has offered to pay the Town's portion of constructing the turn lane for The Loop (roughly $500,000.00) and to further deed restrict 30 workforce-restricted units to affordable units at The Loop. The details on unit type, size, and level of affordability have been provided and are in the applicant's submittal (see attached staff report for alley vacation for full details).

Although staff is not making a formal recommendation on the alley vacation request, the table below has been provided to help lay out the unit breakdown and deed restriction type at The Loop should the Town approve the Sketch Plan with or without the alley vacation. With or without the alley vacation, the total number of new deed restricted houwing units is 48 units (9 affordable and 39 workforce). With the alley vacation, the applicant proposes to further restrict 30 workforce units as affordable. In conclusion, if the alley vacation is approved and the applicant's offer is accepted, there would be a total of 39 workfoce units and 39 affordable units.

Off-site Workforce Housing Related to Alley Vacation Request			
Unit Type	**The Loop (current)**	**The Loop (proposed w/out alley vacation)**	**The Loop (proposed w/ alley vacation)**
Market units	112	64	64
Workforce units	81	120	90
Affordable units	1	10	40
TOTAL UNITS	**194**	**194**	**194**
TOTAL % RESTRICTED	**42%**	**67%**	**67%**

Planning Commission

The Planning Commission reviewed this item on April 3, 2023, and recommended approval to the Town Council (4-1) vote as presented and conditioned by staff. In general, the majority of the Commissioners agreed that the conceptual project complied with the LDRs as conditioned but were conflicted by the size and scale of the building. All Commissioners expressed frustration that neither the LDRs nor Design Guidelines properly address large buildings and stated that significant efforts need to be made to break up the massing, especially along North Cache. Below is a high-level summary of the discussion topics:

- Housing Mitigation: The Commissioners questioned the assessment of affordable housing requirements for certain commercial uses such as the café, spa, fitness center, and bar/lounge. Staff assured the Commissioners that the current assessment is consistent with how other hotels have been treated but would double-check the housing mitigation plan prior to Development Plan submittal. Staff added a condition of approval addressing this concern.
- Housing Credits: Some Commissioners questioned why the applicant received so many housing credits even though the existing development never mitigated their uses. Staff responded that the LDRs give credits based on the highest intense use that existed on or before December 18, 1995, regardless of whether housing was provided or not. The Commissioners essentially expressed their interest in the Town changing the way we assess housing credits so that new developments are required to fully mitigate their project's housing needs.
- Loading/Unloading: The Commissioners expressed concerns over access/operational impacts to the Cache Creek Motel and stated they were supportive of staff's condition requiring that the applicant provide a loading/unloading area entirely within their private property.
- Public Access: Some Commissioners expressed interest in requiring a public access easement for the courtyard areas in exchange for vacating the public alley to ensure access is granted in perpetuity.
- Lack of Street Entrances: The Commissioners stated that there was a lack of street-level entrances to the building. Adding more entrances helps activate the public space enhancing the visual and pedestrian experience.
- 2:1 Bonus: The Commissioners requested that staff double-check the areas of the building labeled as "exempt" to ensure that the 2:1 Bonus is being properly used for its original intention.
- Massing: The Commissioners expressed significant concerns over the massing of the building and stated that at minimum North Cache elevation needs to be further broken up. The prominent northeast corner also needs work as it is along the northern gateway into Town.

Concerning the three key questions that staff posed to the Planning Commission, a response to each can be found below.

1. *Does the Planning Commission have any concerns or feedback on the alley vacation request related to the LDRs, site design, or building design?*

   PC Response: The majority of Commissioners did not have concerns over the alley vacation and agreed that vacating the alley seems to help facilitate large breaks in the building which are needed for a building of this size. Some Commissioners suggested that the Town Council should consider requiring public access easements to ensure that public access through the site is guaranteed in perpetuity.

2. *Does the Planning Commission have any concerns or feedback on the applicant's proposal to put their workforce housing off-site at The Loop?*

   PC Response: All of the Commissioners supported the proposal to put the workforce housing portion of the 2:1 Bonus off-site at The Loop. They felt it was an appropriate location and stated that not everyone wants to live where they work. The Loop is also closer to several local amenities such as grocery stores, banks, etc.

3. *Does the Planning Commission have any concerns or feedback on the architectural design of the building (massing, materials, variety) or site plan?*

   PC Response: All Commissioners expressed concerns over the size and scale of the building and expressed frustration that the 'Big Building" discussion was no longer on the work plan for 2024. However, when the Big Building item was first presented to the Commissioners in December, 2023, they were asked about big buildings and whether changes to the LDRs should be made to limit building or development site size. The Commissioners at that time stated that no changes should be made to the LDRs. They did, however, express interest in exploring changes to the Design Guidelines to better address large buidings. It is likely too that when the Commissioners were contemplating changes to the LDRs related to big buildings, they were not anticipating a building of this size.

Public Comment.
Staff has received significant public comments on this item which are attached to this report. In addition, Mark Sullivan, the attorney representing the Cache Creek Motel, attended the Planning Commission meeting and expressed concerns over the development's impact on his client's property. Mr. Sullivan was supportive of staff's condition requiring that the applicant provide a loading/trash area on their private property to reduce access impacts to the Cache Creek Motel but was unsure whether this would address all of his client's concerns.

Comprehensive Plan & Priority Alignment.
Sketch Plan. All Sketch Plan proposals may be approved only if all of the following findings are made:

(Note – if the alley vacation is not approved, findings #3 & #4 cannot be made by staff, and thus staff recommends that the Town Council either deny the Sketch Plan, or continue the Sketch Plan to a date uncertain to give the applicant time to redesign their project)

1. *The proposed project is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.*

   Not applicable. This finding is not applicable according to the Wyoming Supreme Court. However, please see pages 9 - 10 above for staff's general analysis on this project as it relates to the Comprehensive Plan.

2. *The proposed project achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.*

   Not applicable. The property is not located within the Natural Resource Overlay (NRO) or Scenic Resources Overlay (SRO).

3. *The proposed project does not have a have a significant impact on public facilities and services, including transportation, portable water and wastewater facilities, parks, schools, police, fire, and EMS facilities.*

   Complies. As conditioned, and per the departmental reviews provided in this staff report, staff finds that the proposed project will not have significant impacts on public facilities and infrastructure. The portions of the alley proposed to be vacated are adjacent only to the applicant's development and thus will not directly hinder alley access/utilities to any other property provided the applicant provides full delivery loading areas on their property as conditioned. The same conclusion applies if the entire is vacated as recommended by the Town Engineer. The alley portion adjacent to the Cache Creek Motel will either remain a public alley or will be vacated and subject to a shared access and maintenance agreement and will continue to provide them with vehicular access and utilities. In addition, prior to obtaining a building permit, the applicant will be required to obtain all necessary permits from WYDEQ and the Town of Jackson regarding the existing site contamination and will be required to comply with all local and state laws pertaining to water quality.

4. *The proposed project complies with all relevant standards of these LDRs and other Town Ordinances as can be determined by the level of detail of a sketch plan.*

   Complies. As conditioned, staff finds that the application meets all standards of the LDRs and other Town Ordinances. However, as noted throughout the staff report, the building does not yet fully comply with the Design Guidelines and requires substantial changes and improvements before staff wold recommend approval.

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

   Not applicable. There are no other prior applicable permits or approvals.

Possible Alternatives.

1. Approve the Sketch Plan and Alley Vacation, but modify the Housing Mitigation Plan. The Council could approve the Sketch Plan and the alley vacation (partial or full) but require the workforce portion of the 2:1 Bonus to be provided on-site versus off-site at The Loop. The Council could also require the affordable housing tied to the hotel to be provided on-site versus off-site at The Loop.

2. Continue the Sketch Plan and require design changes to be reviewed by the DRC to ensure greater consistency with the Design Guidelines. The Council could determine that the project does not comply with the Design Guidelines and require the applicant to go back to the DRC with specific instructions from the Council on what guidelines need to be adhered to. Often such changes are done at the final Development Plan stage but it could be done as part of Sketch Plan as well.
3. Deny the alley vacation and continue the Sketch Plan to allow time for redesign of project. The Council could deny the alley vacation request. If so, the Council could continue the Sketch Plan to a date uncertain to allow the application to revise their application and resubmit. This would require the applicant to go back to the DRC and Planning Commission before coming back before the Town Council.
4. Deny the Sketch Plan as a result of denying the Alley Vacation. If the Council denies the alley vacation request, the Council could then deny the Sketch Plan based on its inability to make all required findings. If denied, no substantially similar application may be submitted within one year.
5. Other.

Fiscal Impact.
There are no direct fiscal impacts to the Town for the proposed development. If the alley or a portion of the alley is vacated, the Town would be relieved of the costs associated with maintenance (i.e. snow plowing, surface maintenance, utility maintenance, etc.). Also, if the Town Council approves the alley vacation and agrees to the applicant's offer to pay the Town's portion of the left turn lane at The Loop, it would save the Town up to about $500,000.00.

Staff Impact.
The amount of staff time to review, meet with the applicant, research, and write this report including future work to send final letters exceeds 150 hours.

Attachments or Links.
Applicant Submittal
Department Reviews
Public Comment

Suggested Motion.
I move to **approve** Sketch Plan P24-002 for a new three-story, 290,000 sf mixed-use hotel and condominium building at the subject property based upon the findings presented in the staff report, the departmental reviews, and subject to the conditions of approval recommended in this staff report dated May 6, 2024.

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P24-002		BUILDING DEPARTMENT COMMENTS	The structures must meet the most current adopted codes of the Town of Jackson at the time of permitting.		
P24-002		DETERMINATION OF SUFFICIENCY	This letter is to confirm that on January 16, 2024, your application for a Sketch Plan at the above-referenced properties determined insufficient by the Planning Department for the following reasons: 1.The Housing Mitigation section needs more details specifically on the housing credits. The applicant is responsible for demonstrating the housing credits for each property which means a supplemental narrative needs to be provided explaining what credits exist for each property. For example, the housing calculator states that 3,000 sf of Heavy Retail/Service credits exist, but nowhere does it state which property those credits belong to and what existing or historical business/use is associated with Heavy Retail/Service use. Please provide a list of each property, the size of the building(s), and/or associated uses so that credits can be properly reviewed and confirmed by staff. Please note that housing credits are based on the highest intense use that existed on or after December 18, 1995. Also, please clarify how the 32,878 sf of off-site Workforce restricted housing will be distributed at the Loop. Staff needs a breakdown of the number and type of units to be restricted. 2.Although Sketch Plan is conceptual, 2D elevations are required. 2D elevations need to show height measurements along with callouts of the proposed exterior materials. 3.Please provide a full LDR Compliance Checklist for this project against the standards in the CR-2 zoning district. 4.WYDOT approval is needed to take access from North Cache. Please resubmit the Sketch Plan after WYDOT has decided on this matter and provide written confirmation of their decision. The LDRs require that all insufficiency items be addressed within 60 days of notice of insufficiency, which in this case 60 days from January 16, 2024. Upon resubmittal, please provide the entire application packet along with a transmittal letter stating how each insufficiency item has been satisfied. In addition, please provide any supplemental information necessary to satisfy the insufficiency.		
			SKETCH PLAN - Completed P24-002Sketch Plan Review ADDRESS:335 N Cache Street OWNER:Mogul Hospitality Partners Jackson, LLC APPLICANT:Owner 2/29/2024 Brian Lenz, Scott Mohror (307) 733-3079 DATE OF SUBMITTAL: 1/3/2024		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P24-002		ENGINEERING DEPARTMENT COMMENTS	DATE OF MATERIALS: 12/29/2023 REVISION NO.: 00 The Engineering Division has reviewed your application for a SKETCH PLAN submitted on and with application materials as dated above. *The following comments are being provided for use in preparation of future applications and are required for sufficiency. PROJECT SPECIFIC COMMENTS Concept Design Plans 1.Verify the correct on-street parking proposed. Sheet 5 indicates 28 street parking and there are 27 shown throughout the plans. 2.For the number of parking spaces proposed on Level B2 parking, seven ADA spaces are required, not the six that is noted. 3.Provide elevator information pertaining to the type proposed. Not all elevators require a sump. If the proposed elevators require sump pumps, the sump pumps will be required to discharge to a sand/oil separator prior to entering ToJ collection system. 4.Provide a sand/oil separator for the parking garage and elevators if applicable. 5.Proposed kitchens will require a grease interceptor (GI) prior to discharging into ToJs wastewater collection system. 6.The sidewalk next to the porte cochere exceeds ADA access route and/or ADA ramp running slope. Provide a plan and profile of the porte cochere showing slopes for the driving lanes and sidewalk. 7.Provide plan and profile sheets of the proposed curb and gutter with sidewalk grades on each street including the porte cohere. The design team needs to design the building to meet the public right-of-way requirements, not the public right-of-way to meet the building design. 8.Public right-of-way requirements include a maximum 2% slope from back of curb to the property line. PROJECT REVIEW COMMENTS 9.Provide the documentation WYDOT approved the porte cache entrance off N Cache Street. 10.Any utility and landscaping permits on N Cache Street will require the Town of Jackson to help with the application process for M54 and M21 access permits. 11.Refer to review comments from the pre-application sketch plan dated October 23, 2023. Project specific along with ToJ Code comments are all applicable and will need to be addressed. PARKING REQUIREMENTS AND DETAILS 12.Verify the number of additional street parking spaces available. Documents and plans conflict with the number available.		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			13.Verify the number of ADA parking spaces for the garage. For the number of spaces proposed, seven ADA spaces would be required. Show on the plans with appropriate dimensions. CONSTRUCTION MANAGEMENT PLAN 14.Item 7 discusses the intent of having a crane and/or crane swing agreements. All agreements needed will require Town Council approval. 15.Item 11 discusses shoring plans along with the Stormwater Management paragraph. Depending on the type of shoring needed, a shoring encroachment agreement may be required which will require Town Council approval. 16.Under site fencing and access, address wintertime fence placement and snow removal that complies with our Construction Management Plan checklist. The checklist can be found on our website. CIVIL SHEETS 17.Existing Conditions Site Plan on sheet C1 shows many monitoring wells on property. Provide proper abandonment details and language for WYDEQ approval. 18.Refer to Alley vacation review comments and update map shown on sheet C3 if applicable. 19.The Proposed Site Plan on sheet C5 shows new power going to a vault on others property. All proposed utilities such as telephone, cable TV, electric, fiber, gas, shall be installed underground. 20.Provide right-of-way or easements as required. Show that private utilities can be located on private properties, e.g. transformers. 21.Provide an access manhole on the existing sanitary sewer located in the partially vacated alley if applicable. Refer to alley vacation comments. 22.Show the fire line and domestic water service including backflow prevention and meter to the mechanical room. Existing water on N Cache Street is an 8 PVC main and a 6 ductile iron main on Perry Avenue. 23.The proposed reroute of the stormwater pipe will definitely have obstacles to consider. Horizontal and vertical clearances in relationship to the water main and sanitary sewer at the intersection of Mercill Avenue and Glenwood Street will need to meet WYDEQ and ToJ standards. 24.Existing stormwater inlets and junction boxes will need to be evaluated for integrity and adequate size for proposed stormwater pipe. Structures may be required to be replaced. 25.Provide plan and profile sheet(s) for stormwater route proposed. Identify conflicts with other utilities on the profiles. 26.The intersection of the vacated alley and Mercill Avenue will require an access manhole for the sanitary sewer. 27.See Concept Design Plan reviews for the porte cache for providing plan and profile sheet(s).		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P24-002		FIRE DEPARTMENT COMMENTS	Project must meet the requirements of the current International Fire Code (IFC) including but not limited to the following. 1.) Owner or owner's agent shall provide a written site safety plan to this department establishing a fire prevention program at the project site applicable throughout all phases of construction. 2.) A stamped set of automatic sprinkler plans shall be submitted for review and approval by this office prior to any work being done. Inspections and testing shall be scheduled with this office. 3.) A stamped set of fire alarm plans shall be submitted for review and approval by this office prior to any work being done. Inspections and testing shall be scheduled with this office. 4.) Project will meet requirements of the IFC, Chapter 5 including fire department access, premises identification, key boxes, and emergency responder communication systems. 5.) Provide specifications for all elevator type(s) and that they meet requirements of the IFC, Section 604. 6.) Commercial cooking equipment and systems will meet the requirements of the IFC, Section 606. Provide specifications for system to this office for review and approval. Inspections and testing shall be scheduled with this office. 7.) Means of egress shall meet all applicable requirements of the IFC, Chapter 10 including posting occupant load in assembly occupancies, number of exits/egress travel distance, illumination, emergency illumination, exit signs (including low-level exit signs),		
			The applicant is requesting approval of a Sketch Plan for the development of an over 330,000sf mixed-use commercial and residential development along North Cache Street at the gateway to Town. Proposed development generates housing mitigation requirements and uses the Workforce Housing Floor Area Bonus. Affordable Workforce Housing Standards: The applicant finds that 18.332 housing credit units consistent with on-site buildings in existence in the past can be applied to the proposed development. The applicant also calculates that 167 one-bedroom lodging units generate a 34.117-unit housing mitigation requirement, leaving 15.785 housing units to be mitigated after consideration of credits. It appears that the applicant used an outdated Housing Mitigation Calculator dated 6/11/19 whereas the most recent version is dated 1/8/21. Correction of this oversight potentially reduces the housing mitigation calculation by nearly half, or down to 7.861 units, using the applicants existing and proposed development values. Housing Credits must be verified. The Town of Jackson Land Development Regulations (LDRs) state that, The burden of identifying the existing building or use shall be the responsibility of the landowner. The landowner shall provide the Planning Director photos, permits, licenses, records, or other documentation that establishes the existing building or use. Although more information is provided in the applicants resubmittal package, it does not appear that comprehensive materials, like business licenses and records, are included to verify these uses and floor areas. All proposed floor area must be accounted for. The Step 3: Proposed Development section of the Towns Housing Mitigation Calculator should include all 339,239sf of proposed floor area, not just the conventional lodging rooms. The drop-down Proposed Use fields include categories like Workforce Housing Bonus Unit and Circulation or Nonhabitable Space for this reason. Portions of the proposed building are described as spa, retail, meeting rooms, and restaurants, etc. These		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P24-002		JOINT HOUSING DEPARTMENT	uses appear to be accessible to the public and do not clearly meet an exemption or the circulation area definition of LDR Division 6.3 Affordable Workforce Housing Standards. Sec. 6.3.2.C. Exemptions speaks to Accessory Uses specified in LDR Sec. 6.1.11, but a restaurant, for example, is not an Accessory use listed here. Sec. 6.3.3.A.6 clarifies that, Common hallways, entryways, stairways, and other circulation areas in buildings with multiple residential or nonresidential units, that are not within any individual unit, shall not be included in the calculation. While this may cover the lobby, hallways and entryways of the hotel, a restaurant does not meet the definitional standard for shared circulation and may actually be more relevant to the Restaurant/Bar or Retail standards for the amount of employees generated to operate that use. The Town Planning Department is responsible for assessing applicable LDR standards related to the amount of housing mitigation obligation from employee generating development, so the above LDR references are only highlighted to assist Planning Staff in making a determination. Based on the points above, a determination may require additional information from the applicant. Housing Staff take responsibility for ensuring that the required housing mitigation amount is satisfied through acceptable methods and follows long-term compliance requirements. This application proposes that the remainder of the housing mitigation required, after consideration of on-site housing credits, be satisfied via off-site construction of the required affordable workforce housing at The Loop apartment complex. Meets Type of Affordable Workforce Housing Required. LDR Sec. 6.3.4 prescribes a schedule for affordability allocation and size allocation to the number of required mitigation units, which is also populated in the Method sheet of the Housing Mitigation Calculator. The proposed affordability and size allocation on page 68 of the application is consistent with requirements, even though a <50% MFI studio is swapped out for a <50% MFI two-bedroom, and an 80-120% MFI two-bedroom is swapped out for an 80-120% MFI studio. Each required Affordable or Workforce housing unit shall also include, at a minimum, the components of livability required by the Housing Department Rules and Regulations. Housing Department review of Building Permit application B23-0292 for the West Building of The Loop confirmed that submitted plans meet Livability Standards. Meets Method for Providing Required Affordable Workforce Housing. The highest priority method for meeting required mitigation is by on-site or off-site construction of housing units, which is the method this application proposes. The standards applicable to off-site construction method apply here: i.Each required affordable or workforce housing unit constructed shall receive a certificate of occupancy prior to the granting of the applicable certificate of occupancy or use permit for the employee generating development. Conditioned. ii.The application to construct the affordable workforce housing shall be sufficient in order for an application for a building permit or use permit for employee generating development to be determined sufficient. B23-0292 was found sufficient and is in review. iii.The approval process for the employee generating development shall occur concurrent with the approval process of the required affordable workforce housing development. Review and approval process of The Loop development contemplated inclusion of mitigation units required by this		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
		COMMENTS	Sketch Plan. Workforce Housing Floor Area Bonus: This Sketch Plan also proposes using the Workforce Floor Area Bonus to access additional floor area above the zone-specified FAR. The applicant appears to offer 32,878sf (40 units) of off-site deed restricted Workforce housing at The Loop apartments in exchange for 98,634sf of unrestricted residential floor area on site. It is not clear how these values meet the 2:1 unrestricted to restricted floor area ratio required by LDR Sec. 7.8.4. Perhaps the 98,634sf value listed in the scale of development calculations is inclusive of the 32,878sf of restricted off-site floor area, but quick adding of floor plan square footage coded residential in sheets 10 and 11 of the application drawings indicate that well over 65,756sf of residential floor area is located on site, throwing off this 2:1 ratio requirement. A determination of compliance from the Planning Department may require additional information from the applicant. Process & Conditions of Approval: The following conditions of approval are recommended by the Housing Department to be included upon approval of the Sketch Plan. 1.Prior to the granting of the applicable certificate of occupancy or use permit for the employee generating development, each required affordable or workforce housing unit constructed shall receive a certificate of occupancy. 2.Required components of livability. Restricted housing units shall include, at a minimum, the components of Livability Standards required by Sec. 3-3 of the Housing Department Rules and Regulations. Prior to issuance of Certificate of Occupancy, the Housing Department shall inspect the site to ensure restricted units were built to approved Livability Standards. 3.Deed Restriction. To ensure continued compliance with the standards of the Town of Jackson Land Development Regulations and the Housing Department Rules & Regulations, required affordable or workforce housing units shall be subject to a deed restriction, in perpetuity, in a form established and approved by the Housing Department. If units are located off-site from the employee-generating development, a Housing Mitigation Agreement may also be required for recordation on the employee-generating site for tracking purposes. Prior to issuance of Certificate of Occupancy, a special restriction drafted by the Housing Department using the applicable approved Restriction Template will be recorded on the unit/property. The applicant will be responsible for payment of recording fees. the leasing agent/realtor/property manager or person managing residents shall attend a Compliance Conference with the Housing Department to learn how Workforce and Affordable households are qualified for residency in restricted units. Thank you for the opportunity to review this Sketch Plan. Please contact me with any questions.		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P24-002		PLANNING DEPARTMENT COMMENTS	Please see staff report for draft conditions of approval which are subject to change.		
	01/16/2024	POLICE DEPARTMENT COMMENTS		TVALENTINE@JACKSONWY.GOV	02/09/2024
	02/23/2024	START DEPARTMENT COMMENTS		KSLUDER@JACKSONWY.GOV	02/23/2024
	02/29/2024	PC KEY ISSUES		SMOHROR@JACKSONWY.GOV	
	03/01/2024	LEGAL DEPARTMENT COMMENTS		LPOTZ@JACKSONWY.GOV	03/01/2024
	03/18/2024	FINAL REPORT		KMALONE@JACKSONWY.GOV	03/18/2024
	03/19/2024	FINAL LETTER		TVALENTINE@JACKSONWY.GOV	03/19/2024
		PLANNING COMMISSION REVIEW AND RECOMMENDATION			
		PARKS AND RECREATION DEPARTMENT COMMENTS			
		INITIAL REPORT			
		TC PUBLIC NOTICE			
		PC ROUGH DRAFT			
		TOWN COUNCIL MEETING			
		PC FINAL DRAFT			
		COMPLETENESS REVIEW			
		COMPLETE REPORT			
		PATHWAYS DEPARTMENT COMMENTS			

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
		PC PUBLIC NOTICE			

MOGUL CAPITAL

April 19, 2024

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

RE: Sketch Plan Application Update: N Cache Lodging and Residential Development

Town Council,

Mogul Capital appreciates your time to review and discuss the proposed project located at 375 – 325 North Cache Street, 45 & 65 Mercill Avenue and 330 – 370 North Glenwood Street (the "Project"). Throughout the Sketch Plan process, Mogul Capital has had several productive discussions with the Design Review Committee and the Planning Commission and is looking forward to discussing the Project with the Town Council.

Located on the North end of town, our gateway project seeks to benefit both residents and tourists alike by providing residential housing and lodging to the Town of Jackson. By developing this project, we will improve a block with vacant parcels, aged buildings, and infrastructure by building an elegantly designed lodging and housing project. In addition, this project is conveniently located at the north end of town, providing quick access to Yellowstone and Grand Teton National Park, while also being a short walk to Town Square.

As part of the Design Review Committee and Planning Commission review processes, Mogul Capital made substantial adjustments to the Project to meet the recommendations of the Design Review Committee and Planning Commission. Through those reviews, the following adjustments were made to the plan set:

- Significant adjustments to the right in, right out entrance off North Cache, to meet the preferences of the Design Review Committee, diminishing the scope and size of the entrance, and ensuring functionality.
    - As part of this adjustment, we have reduced the size of the curb cuts for the right in, right out entrance to 16 feet, to meet the recommendation of the Planning Staff to ensure better pedestrian connectivity.
- Redesign of the loading and delivery area of the Project, to allow large delivery vehicles to pull completely off the alleyway and onto Mogul's. This ensures that any disruptions to the parking operations for the Cache Creek Lodge property are minimized. The loading area is expected to be screened with large garage doors.
- Worked with planning to ensure that the building height and basement definition are in compliance with the Land Development Regulations.

- Adjusted the landscaping proposals per discussions with Planning, to further enhance the pedestrian experience along North Cache.
- Changed the materiality of the buildings significantly based off the feedback received from the Design Review Committee.
- Reduced the total hotel room count to 171 keys.
- Added short term bike parking near the Paseo as part of feedback received through the Planning Commission process.
- Expanded the width and design of the Paseo to make the space a more inviting and activated walkway that will draw foot traffic.
- Removed programmed back of house and bar/trash areas programmed on the roof deck per Planning feedback.
- Adjusted the stairwell and elevator protrusions on the roof deck per Planning feedback and LDR compliance.
- Added several vertical and horizontal "breaks" in the building, by adding roof overhangs, balconies, and setbacks based off feedback received from the Design Review Committee.
- Added retail to further activate the descending paseo and spaces adjacent to the right in, right out entrance off North Cache.

These significant adjustments to the Project demonstrate Mogul's commitment to making this Project one that the Town of Jackson is proud of while considering the various interests of the reviewing entities.

As the Council is aware, the request for a partial alley vacation is being reviewed as part of this Sketch Plan process. Mogul Capital stands confident that the value of the 30 further deed restricted affordable units and willingness to cover the Town's portion of the turning lane at The Loop far exceeds the value of the alleyway by significant multiples, thus yielding a significant public benefit; the affordable restrictions will ensure Jackson families' rents are tied to their income in perpetuity. While the consideration alone offers significant benefit to the Town, the following benefits should also be noted:

- The vacation allows for the development of a paseo walkway that provides access to several retail activations, including shops, restaurants and bars, courtyard spaces, and a spa.
- The partial alley vacation allows for the northern portion of the alleyway to be retained for the Cache Creek Lodge's access, as well as the ability to pull the delivery and loading off public streets and onto Mogul Capital's private property.
- Building massing is reduced substantially by permitting the alley vacation, allowing the building to be pulled into the center of the project. This provides further breaks in the street walls and creates unique courtyard spaces. This building massing benefit was acknowledged by the Design Review Committee and Planning Commission. Without the alley vacation we would have less flexibility to work with the massing and the resounding feedback from Design Review and Planning Commission was that the alley vacation achieved a net positive in terms of massing and breaking up the street wall. Some desired more breaks, certainly not less which would be the result should the alley vacation not be approved.
- No FAR from the alley is used for this project.

- Activates a defunct alleyway by providing a vibrant space for pedestrians to enjoy.

Mogul Capital intends to make the descending paseo an activated space that is enjoyed by local residents, tourists, and guests and owners of the Property. While the space will be available for the public to enjoy, Mogul would intend to own and control the alley area that is transformed into the paseo, and have the ability to regulate disruptive or problematic public guests in a fashion similar to Gaslight Alley and Crabtree Corner. Additionally, through the pre-application process, feedback from public works was provided which requested that the entire alleyway is vacated to alleviate the maintenance requirement on public works. Mogul Capital is open to vacating the entire alleyway should the Council desire to pursue this option.

Furthermore, Mogul Capital is proposing to utilize The Loop, the 194-unit approved multifamily development located on South Park Loop Road, to mitigate the housing exactions required by this Project. Utilizing The Loop has been included in the discussions with the Town Council to date. The housing requirements for the Project consist of mitigating certain affordable units per the LDRs and additional workforce housing units to mitigate the 2:1 bonus square footage. The ability to provide affordable housing offsite is explicitly provided through the LDRs. Mitigating 2:1 deed restricted housing is not prohibited by the LDRs. As the Planning Staff has agreed, Mogul Capital's position is that it should be permitted to provide the workforce housing offsite in the same fashion as affordable housing is mitigated. We note that all of our affordable housing mitigation is taking place at the Loop. In addition, the tenants who are employees of the North Cache hotel will not have to live and work on the same site, creating a separation of work and life. Further, the Loop is better situated for livability, with walking access to necessary retail, grocers, sports complexes, recreational trails, and good START services. Mogul is confident that occupants of deed restricted housing would rather live in a residential development with amenities than within a hotel and condominium building that is far from services. The Loop is located in an area designated for residential development whereas the North Cache Project is more suited towards visitor services.

Attached is our Sketch Plan Application Package. We look forward to moving the application forward and discussing it with the Town Council.

Sincerely,
Brad Wagstaff
Chief Executive Officer

MOGUL CAPITAL

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3. LDR Compliance Checklist
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7. Housing Mitigation Plan
8. Housing Mitigation Checklist
9. Housing Mitigation Calculator
10. Construction Management Plan
11. Utility Re-Routing Proposal

PLANNING PERMIT APPLICATION
Planning & Building Department

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

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

For Office Use Only

Fees Paid _____ Date & Time Received _____

Application #s _____ _____ _____

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

PROJECT.

Name/Description: North Cache Hotel/Multi-Use Development

Physical Address: 335 N Cache

Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: Mogul Hospitality Partners - Jackson, LLC Phone: 435-709-1004

Mailing Address: PO Box 998, Midway, UT ZIP: 84049

E-mail: bradw@mogulcapital.com

APPLICANT/AGENT.

Name: Mogul Hospitality Partners - Jackson, LLC Phone: 435-709-1004

Mailing Address: PO Box 998, Midway, UT ZIP: 84049

E-mail: bradw@mogulcapital.com

DESIGNATED PRIMARY CONTACT.

X Property Owner _____ Applicant/Agent

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

Use Permit

_____ Basic Use

_____ Conditional Use

_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment

_____ Variance

_____ Beneficial Use Determination

_____ Appeal of an Admin. Decision

Physical Development

X Sketch Plan

_____ Development Plan

_____ Design Review

Subdivision/Development Option

_____ Subdivision Plat

_____ Boundary Adjustment (replat)

_____ Boundary Adjustment (no plat)

_____ Development Option Plan

Interpretations

_____ Formal Interpretation

_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment

_____ Map Amendment

Miscellaneous

_____ **Other:** _____

_____ Environmental Analysis

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

Pre-application Conference #: P23-156 Environmental Analysis #: NAP

Original Permit #: _____ Date of Neighborhood Meeting: 11/9/23

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

Have you attached the following?

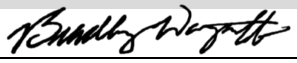
X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

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

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

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

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



Signature of Property Owner or Authorized Applicant/Agent

3/21/24

Date

Brad Wagstaff

Name Printed

CEO

Title

CONCEPT DESIGN | APRIL 19, 2024

JACKSON HOTEL

JACKSON, WY

MOGUL CAPITAL

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N

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

SITE CONTEXT

Architecture.
Design.
Relationships.

Scale
Job No. 2023-0270
Date 2023-04-19

LEGEND

- Bike Route
- Trails
- Pathway
- Public Facility
- Roads
- Sponsors
- Park

- Hiking/Biking Trailhead
- Restrooms
- Parking
- Post Office
- Visitor Center
- St. John's Hospital
- School
- Bike Repair Station
- GL Grand Loop - 35 Miles

1. JH/Greater Yellowstone Visitor's Center
2. Bridger-Teton National Forest
3. Rec Center
4. Jackson Hole Community Pathways
5. Friends of Pathways
6. Teton County Library

START BUS

START Bike Download App: BCycle

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

TRAFFIC ANALYSIS

Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2023-04-19

PROJECT DATA

SITE AREA: 113,000 (2.59 ACRES)
ALLOWABLE COMMERCIAL FAR: 90,400 SF
TOTAL COMMERCIAL FAR : 90,090 SF

SCALE OF DEVELOPMENT		
ALLOWED NIGHTLY RENTAL FAR 0.8 :	**90,400**	SF
TOTAL 2:1 BONUS HOUSING	**110,745**	SF
BASEMENT EXEMPT AREA:		
OCCUPIED AREA	85,523	SF
BASEMENT PARKING	76,539	SF
TOTAL OCCUPIED AREA (EXCLUDES STRUCTURED PARKING):	285,330	SF
TOTAL BUILDING AREA INCLUDING PARKING:	361,869	SF
TOTAL NIGHTLY RENTABLE SF	175,923	SF
(INCLUDES 90,400 ALLOWED + 85,523EXEMPT)		

COMMERCIAL FAR	
EXEMPT	
LEVELS B1 AND B2	85,523
PARKING	76,539
RESIDENTIAL	74,175
RESIDENTIAL CIR.	17,454
RESIDENTIAL FACILITIES	5,176
SHARED USES (1/2 HOTEL+1/2 RESIDENTIAL)	12,912
TOTAL EXEMPT	**271,779**
COMMERCIAL FAR	
HOTEL BASE FAR	65,963
HOTEL CIR.	9,395
HOTEL FACILITIES	1,820
SHARED USES (1/2 HOTEL+1/2 RESIDENTIAL)	12,912
TOTAL COMMERCIAL FAR	**90,090**
TOTAL BUILDING SQUARE FOOTAGE	**361,869**

AREA BREAKDOWN BY LEVELS		
B2	92,894	(including 75,539sf Parking)
B1	69,169	SF
L1	62,384	SF
L2	69,053	SF
L3	68,369	SF
TOTAL	**361,869**	**SF**

BUILDING PROGRAM	*QTY*	*AREA*
RESIDENTIAL	36 UNITS	
COMMERCIAL		
HOTEL	171 KEYS	
SPA		4,477 SF
FITNESS		2,127 SF
RETAIL		2,497 SF
MEETING ROOMS		6,012 SF
BUSINESS CENTER		353 SF
HOTEL BAR & LOUNGE		2,400 SF
CAFÉ		1,500 SF
SIGNATURE RESTAURANT		2,000 SF

PARKING	*# OF UNITS*	*PARKING REQUIRED*	
PARKING REQUIRED			
RESIDENTIAL	36 UNITS	54	1.5 pkg ratio
HOTEL	171 KEYS	129	.75 pkg ratio
COMMERCIAL			
SIGNATURE RESTAURANT	2,000 SF	28	1/73 SF
HOTEL BAR & LOUNGE	2400 SF	20	1/40 SF / 3
CAFÉ	1,500 SF	7	1/73 SF / 3
RETAIL	2,497 SF	9	3.37 per 1,000sf
PARKING PROVIDED			
LEVEL B2 BASEMENT PARKING		213	
LEVEL B2 ADA PARKING		7	
STREET PARKING CREDIT		27	
TOTAL PARKING REQUIRED		**247**	
TOTAL PARKING PROVIDED		**247**	
EV PARKING REQUIRED	87 Total (13 installed & 74 capable)		
EV PARKING PROVIDED	87 Total (13 installed & 74 capable)		
BICYCLE PARKING REQUIRED		**18**	1/10 non resi parking
BICYCLE PARKING PROVIDED		**18**	

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

SITE PLAN

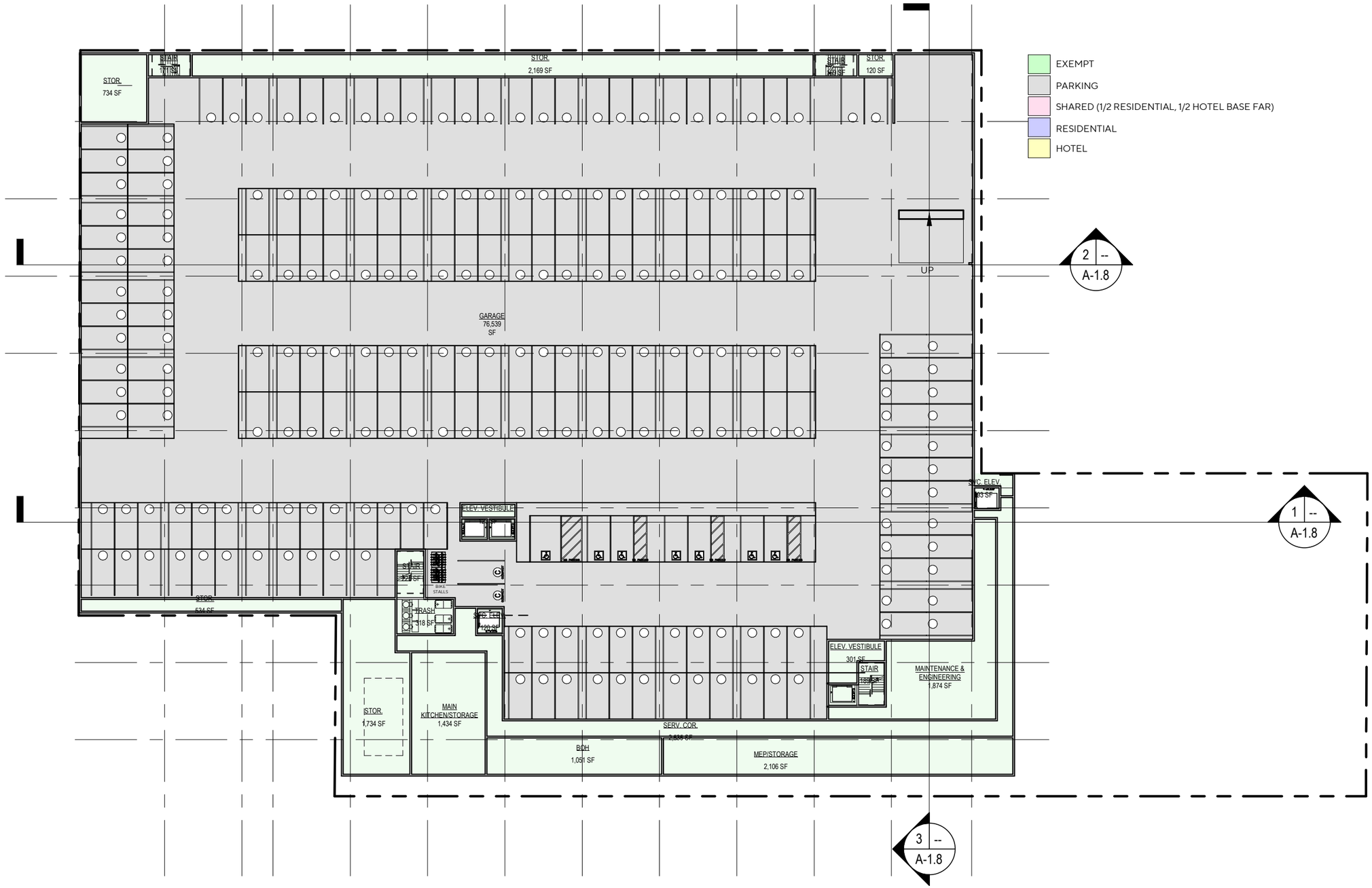
N

0 40' 80'

SCALE: 1" = 40'

Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2024-04-19



MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

FLOOR PLAN - LEVEL B2

N

0 40' 80'

SCALE: 1" = 40'

Architecture.
Design.
Relationships.

Scale
Job No. 2023-0270
Date 2024-04-19

GLENWOOD ST.

MERCILL AVE

PERRY STREET

NORTH CACHE STREET

EXEMPT
PARKING
SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
RESIDENTIAL
HOTEL

GUEST RM. 658 SF
GUEST RM. 394 SF
STAIR 288 SF
GUEST RM. 490 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 487 SF
CIR. 296 SF
SIGNATURE RESTAURANT 2,000 SF
KITCHEN 1,130 SF
STAIR 200 SF
ELEC. 36 SF
SERV. COR. 2,218 SF
GUEST RM. 614 SF
GUEST RM. 415 SF
GUEST RM. 415 SF
GUEST RM. 415 SF
GUEST RM. 415 SF
GUEST RM. 425 SF
GUEST RM. 404 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 404 SF
GUEST RM. 418 SF
GUEST RM. 415 SF
GUEST RM. 415 SF
GUEST RM. 415 SF
GUEST RM. 425 SF
SNOW STORAGE
HOT TUB
SNOW STORAGE
SNOW STORAGE
SNOW STORAGE WITH DRAINAGE AT B1-2,363SF, L1 - 620SF TOTAL: 2,983SF
SNOW STORAGE
SNOW STORAGE
6'
COURTYARD / EVENT LAWN
SNOW STORAGE
SNOW STORAGE
SNOW STORAGE
GUEST RM. 407 SF
GUEST RM. 382 SF
GUEST RM. 382 SF
GUEST RM. 382 SF
GUEST RM. 382 SF
GUEST RM. 382 SF
CIR. 491 SF
±0
±0'
6 BIKE STALLS
EMPLOYEE /HOUSEKEEPING 2,395 SF
MEETING RM. 1,448 SF
GUEST RM. 749 SF
GUEST RM. 350 SF
GUEST RM. 350 SF
GUEST RM. 350 SF
GUEST RM. 350 SF
RETAIL 879 SF
RETAIL 627 SF
BAR
GUEST RM. 390 SF
GUEST RM. 390 SF
GUEST RM. 399 SF
CIR. 550 SF
STAIR 288 SF
FITNESS 2,127 SF
CIR. 337 SF
STAIR 215 SF
BUSINESS CENTER 353 SF
STOR. 182 SF
STOR. 205 SF
TRASH
SPA 4,477 SF
ELEC. 113 SF
BAR LOUNGE 2,449 SF
PREFUNCTION 1,145 SF
CIR. 798 SF
BOARDROOM 4,564 SF
FILL
MEP 2,543 SF
STAIR 285 SF
CIR. 1,655 SF
W 332 SF
M 332 SF
SPECIALTY LOUNGE 1,089 SF
SERV. COR. 1,299 SF
INDOOR POOL
STAIR 285 SF
BOH 1,188 SF
GUEST SUITE RM. 1,562 SF
GUEST SUITE RM. 1,562 SF
GUEST SUITE RM. 1,562 SF
GUEST SUITE RM. 1,562 SF
GUEST SUITE RM. 1,804 SF

2 -- A-1.8
1 -- A-1.8
3 -- A-1.8

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

FLOOR PLAN - LEVEL B1

N

0 40' 80'

SCALE: 1" = 40'

Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2024-04-19

GLENWOOD ST.

MERCILL AVE

PERRY STREET

NORTH CACHE STREET

NOT A PART

NOT A PART

TREES IN GRATES ON ALL STREETS

TREES IN GRATES ON ALL STREETS

EXEMPT
PARKING
SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
RESIDENTIAL
HOTEL

OPEN TO RESTAURANT BELOW
COURTYARD BELOW
OPEN BELOW
OPEN TO BOARDROOM BELOW
POOL DECK BELOW

HOTEL CHECK-IN
RESI. CHECK IN
LOBBY 6,444 SF
PORTE COCHERE (CANOPY ABOVE)
4 BIKE STALLS
LOADING 3,717 SF
SNOW STORAGE WITH DRAINAGE 170SF
SNOW STORAGE WITH DRAINAGE 290 SF
SNOW STORAGE WITH DRAINAGE 160 SF

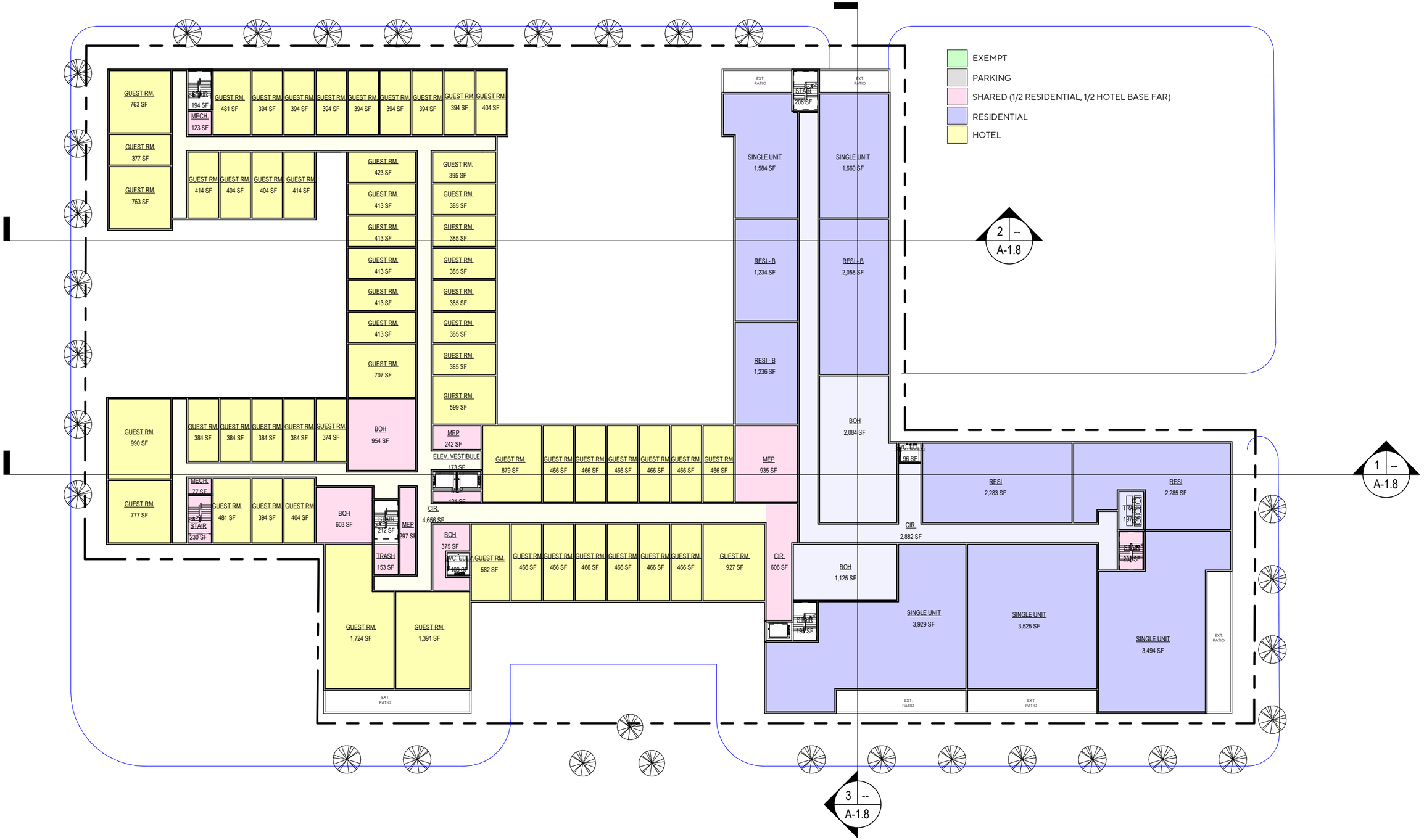
@6222.7
@6219.7
@6220.5
@6219.5
@6225.6 (±3.8')
@6223.7 (±1.9')
@6223.6
@6223.1
@6222.8 (±0')
@6221.6

30'-0"
6'-4"
6'-3"
5'-0"
47'
120'
30'-0"
13'-6"
16'-0"
16'-0"
59'-5"
88'-0"
129'-0"
388'
500'
200'
30'-0"
20'-0"

2 -- A-1.8
1 -- A-1.8
3 -- A-1.8

GUEST RM. 658 SF
GUEST RM. 394 SF
STAIR 192 SF
CIR. 1,472 SF
GUEST RM. 481 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 798 SF
GUEST RM. 614 SF
GUEST RM. 415 SF
GUEST RM. 415 SF
GUEST RM. 415 SF
GUEST RM. 415 SF
GUEST RM. 425 SF
GUEST RM. 404 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 693 SF
GUEST RM. 425 SF
GUEST RM. 415 SF
GUEST RM. 415 SF
GUEST RM. 415 SF
GUEST RM. 415 SF
GUEST RM. 415 SF
GUEST RM. 667 SF
MEP 269 SF
ELEV. VESTIBULE 193 SF
GUEST RM. 948 SF
STAIR 210 SF
GUEST RM. 431 SF
GUEST RM. 421 SF
GUEST RM. 421 SF
GUEST RM. 421 SF
GUEST RM. 421 SF
GUEST RM. 421 SF
GUEST RM. 421 SF
GUEST RM. 677 SF
BOH 272 SF
GUEST RM. 634 SF
GUEST RM. 421 SF
GUEST RM. 421 SF
GUEST RM. 421 SF
GUEST RM. 421 SF
GUEST RM. 421 SF
GUEST RM. 421 SF
BOH 1,176 SF
CIR. 708 SF
SERV. COR. 642 SF
ELEV. 92 SF
GUEST RM. 1,002 SF
GUEST RM. 507 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 404 SF
ADMIN 491 SF
W 298 SF
M 299 SF
CIR. 741 SF
GUEST RM. 812 SF
MECH. 87 SF
STAIR 230 SF
GUEST RM. 593 SF
GUEST RM. 394 SF
GUEST RM. 404 SF
BOH 584 SF
MECH 107 SF
STAIR 209 SF
STOR. 646 SF
BOH 386 SF
CAFE 1,509 SF
ADMIN 290 SF
PREP K. 367 SF
VC. ELEV. 83 SF
INT. PATIO 902 SF
RESI. ADMIN 703 SF
CIR. 1,452 SF
STAIR 167 SF
ELEV. 104 SF
RETAIL 991 SF
GUEST SUITE RM. 1,527 SF
GUEST SUITE RM. 1,527 SF
GUEST SUITE RM. 1,527 SF
GUEST SUITE RM. 1,528 SF
GUEST SUITE RM. 1,542 SF
TRASH 456 SF
STAIR 292 SF
TRASH COMPACTOR
UPS
UPS
GUEST RM. 429 SF
GUEST RM. 383 SF
GUEST RM. 383 SF
GUEST RM. 707 SF

DOWN
DN
UP



MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

FLOOR PLAN - LEVEL 2

N

0 40' 80'

SCALE: 1" = 40'

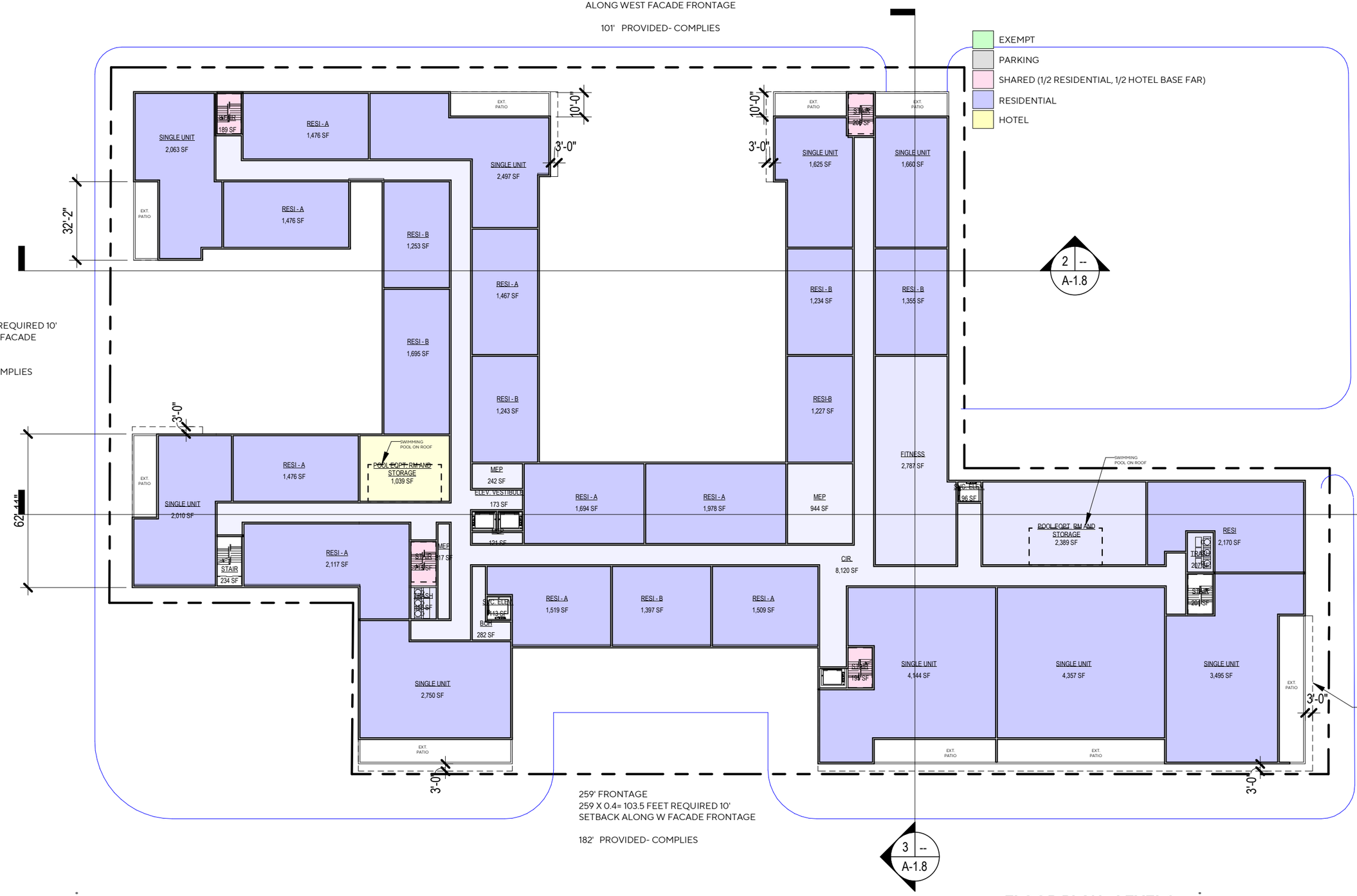
Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2024-04-19

171' + 72' = 243'

243' X 0.4 = 97.2 FEET REQUIRED 10' SETBACK ALONG WEST FACADE FRONTAGE

101' PROVIDED- COMPLIES



69' + 62'11"= 132'

132 X0.4 = 52.8 FEET REQUIRED 10' SETBACK ALONG W FACADE FRONTAGE

68'4" PROVIDED- COMPLIES

116' FRONTAGE
116 X 0.4 = 46' FEET REQUIRED 10' SETBACK ALONG W FACADE FRONTAGE

60'8" PROVIDED- COMPLIES

259' FRONTAGE
259 X 0.4= 103.5 FEET REQUIRED 10' SETBACK ALONG W FACADE FRONTAGE

182' PROVIDED- COMPLIES

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

FLOOR PLAN - LEVEL 3

N

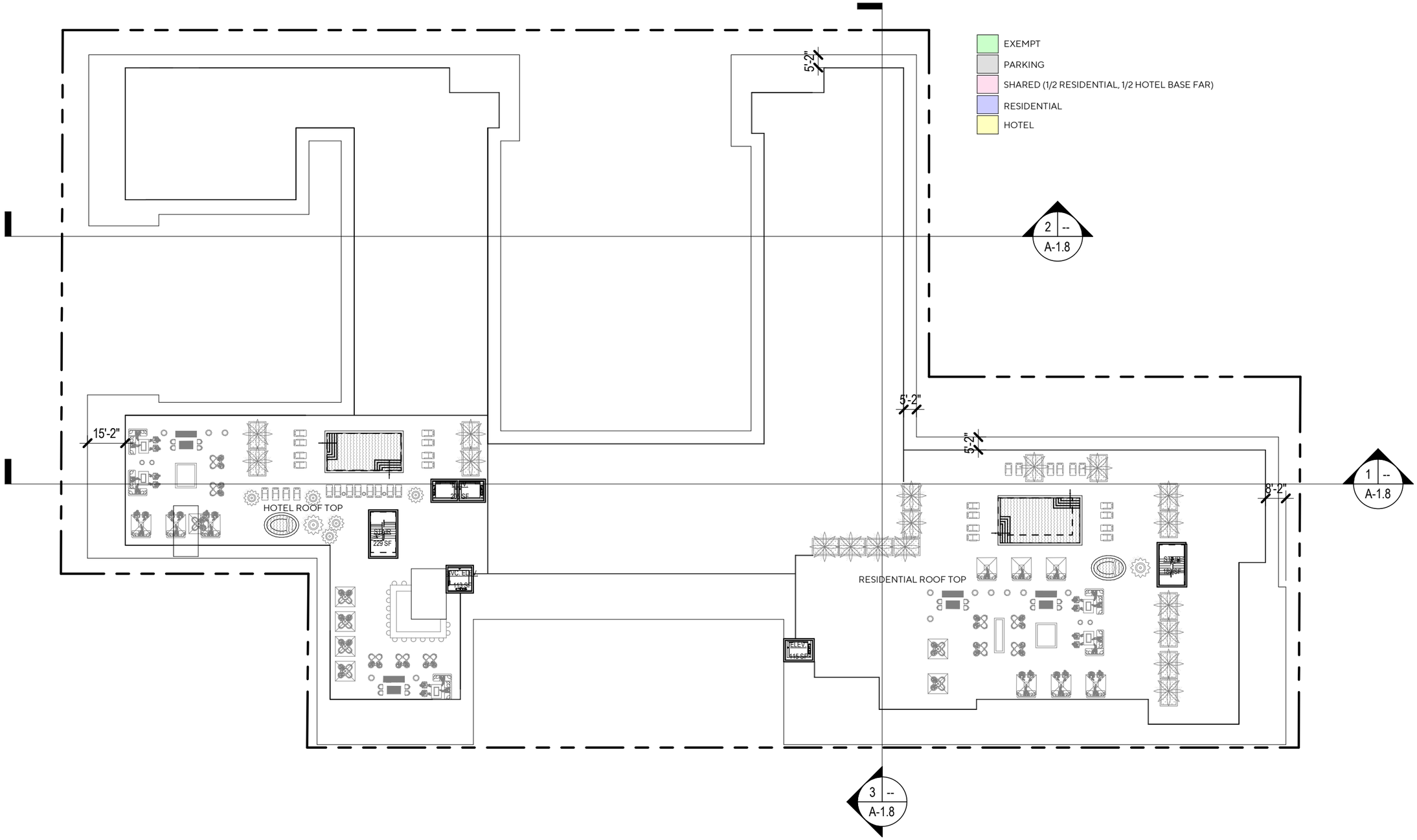
0 40' 80'

SCALE: 1" = 40'

Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2024-04-19

11



MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

ROOF PLAN

N

0 40' 80'

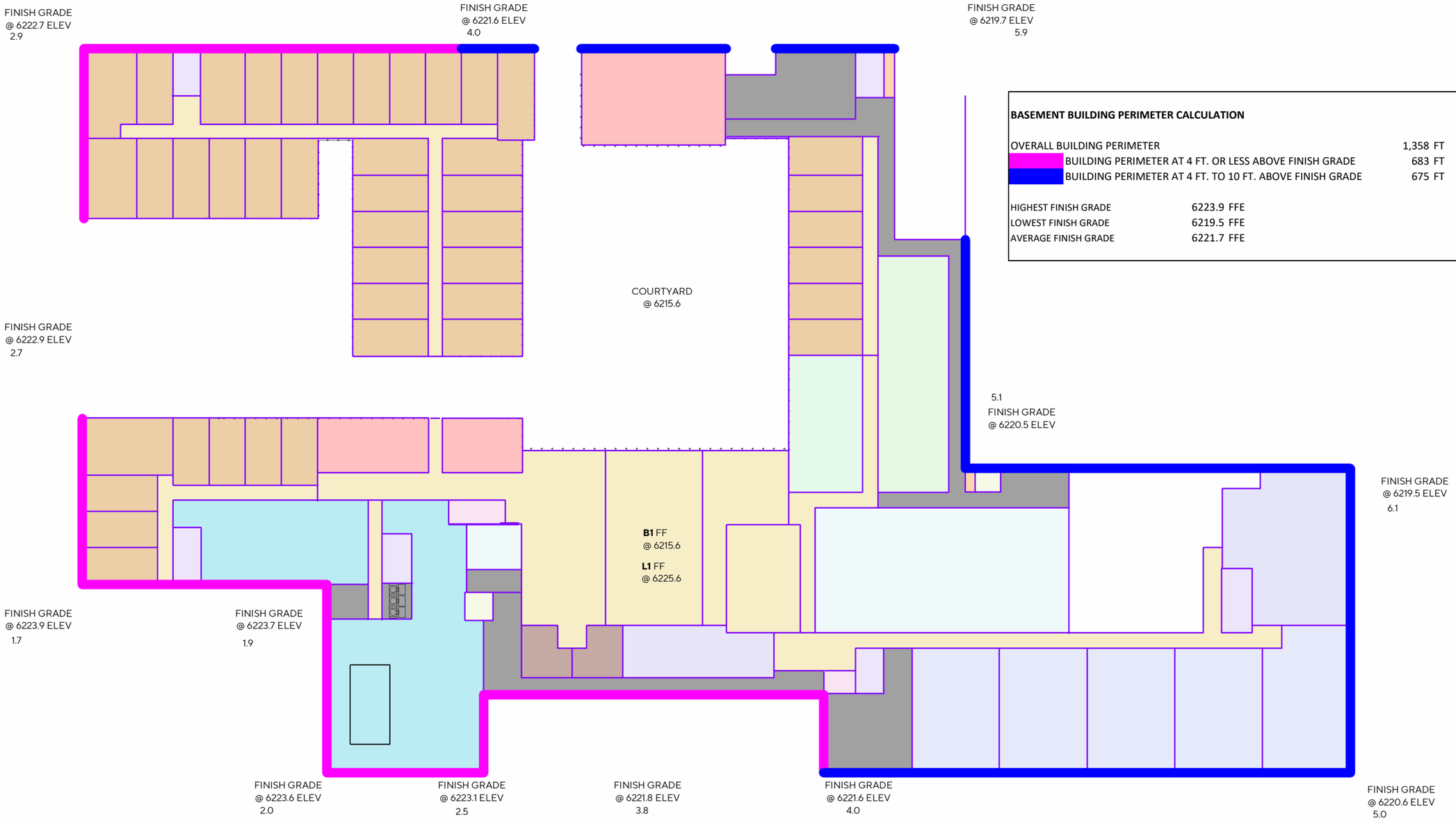
SCALE: 1" = 40'

Architecture. Design. Relationships.

Scale 12

Job No. 2023-0270

Date 2024-04-19



BASEMENT BUILDING PERIMETER CALCULATION

OVERALL BUILDING PERIMETER		1,358 FT	
BUILDING PERIMETER AT 4 FT. OR LESS ABOVE FINISH GRADE		683 FT	50%
BUILDING PERIMETER AT 4 FT. TO 10 FT. ABOVE FINISH GRADE		675 FT	50%
HIGHEST FINISH GRADE	6223.9 FFE		
LOWEST FINISH GRADE	6219.5 FFE		
AVERAGE FINISH GRADE	6221.7 FFE		

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

BUILDING PERIMETER CALCULATION

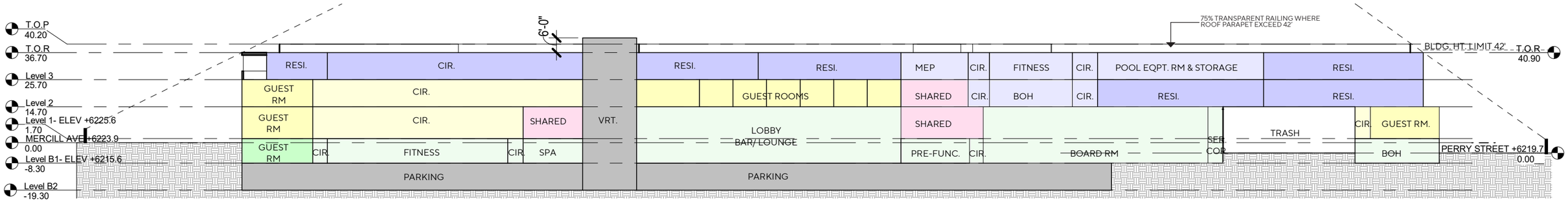
N

0 40' 80'

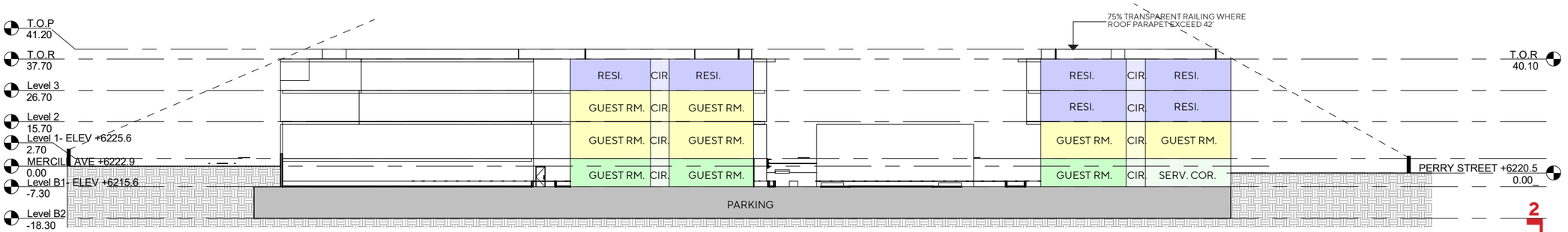
SCALE: 1" = 40'

Architecture. Design. Relationships.

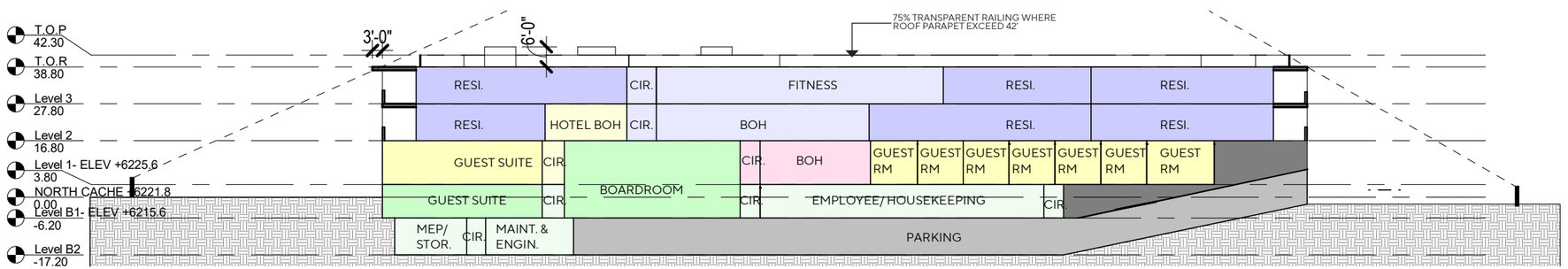
Scale
Job No. 2023-0270
Date 2024-04-19



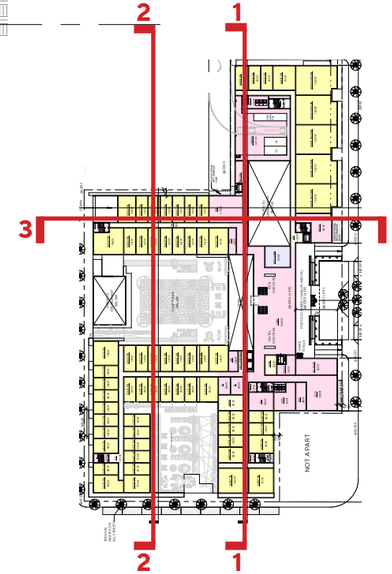
SECTION 1 Scale: 1" = 40'-0" (1)



SECTION 2 Scale: 1" = 40'-0" (2)



SECTION 3 Scale: 1" = 40'-0" (3)



MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

SECTIONS

0 40' 80'

Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2023-04-19

CACHE STREET FACADE ELEVATION

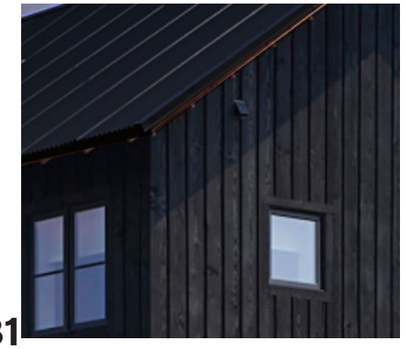
OVERALL BUILDING PERIMETER
BUILDING PERIMETER AT 4 FT. OR LESS ABOVE FINISH GRADE
BUILDING PERIMETER AT 4 FT. TO 10 FT. ABOVE FINISH GRADE

MATERIAL FINISHES:

ST1

LOCAL STONE VENEER
(DRYSTACK)

BB1

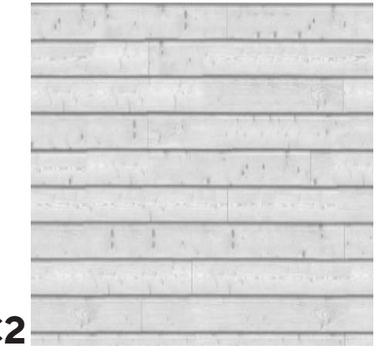


BOARD & BATTEN
RUSTIC CHARCOAL GRAY
FINISH

FC1

RUSTIC FAUX WOOD SIDING
FIBER CEMENT BOARDS
(RUSTIC /WEATHERED FINISH)

FC2



RUSTIC FAUX WOOD SIDING
FIBER CEMENT BOARDS
(RUSTIC GRAYISH WHITE)

PC

PRE FORM CONCRETE
(RUSTIC GRAY FINISH)

CA

METAL CANOPY ASSEMBLY
PAINT COLOR TO MATCH P1

C1

RUSTIC WOOD COLUMN
WITHCARBONZED STEEL
COLUMNS

RL

INDUSTRIAL STEEL / GLASS
RAILING @ POOL AREAS

AF

ANODIZED ALUMINUM
STOREFRONT FRAMES
DARK BRONZE

P1

ROOF PARAPET PAINT COLOR
TO MATCHDARK ROOM
SW 7083

GL1

DOUBLE GLAZED LOW-E
WINDOW GLAZING SYSTEM

STL

STEEL CHANNEL-
PAINT COLOR TO
MATCH P1

MOGUL CAPITAL

JACKSON HOTEL
JACKSON, WY

ELEVATIONS

Architecture.
Design.
Relationships.

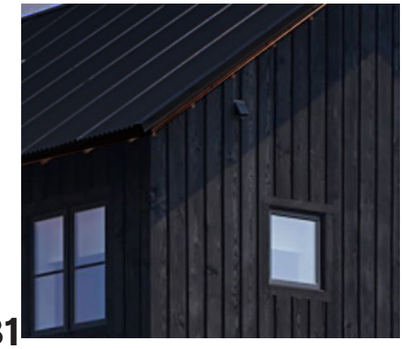
Scale
Job No. 2023-0270
Date 2023-04-19

GLENWOOD ST. FACADE ELEVATION

OVERALL BUILDING PERIMETER
BUILDING PERIMETER AT 4 FT. OR LESS ABOVE FINISH GRADE
BUILDING PERIMETER AT 4 FT. TO 10 FT. ABOVE FINISH GRADE

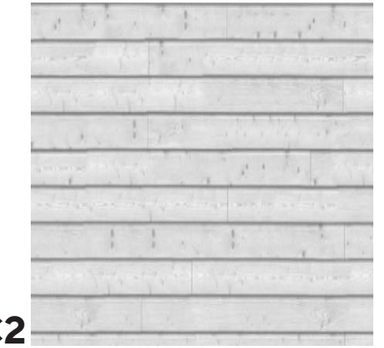
MATERIAL FINISHES:

ST1
LOCAL STONE VENEER
(DRYSTACK)



BB1
BOARD & BATTEN
RUSTIC CHARCOAL GRAY
FINISH

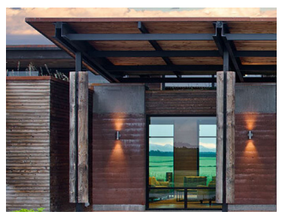
FC1
RUSTIC FAUX WOOD SIDING
FIBER CEMENT BOARDS
(RUSTIC /WEATHERED FINISH)



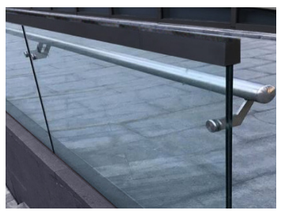
FC2
RUSTIC FAUX WOOD SIDING
FIBER CEMENT BOARDS
(RUSTIC GRAYISH WHITE)

PC
PRE FORM CONCRETE
(RUSTIC GRAY FINISH)

CA
METAL CANOPY ASSEMBLY
PAINT COLOR TO MATCH P1



C1
RUSTIC WOOD COLUMN
WITHCARBONZED STEEL
COLUMNS



RL
INDUSTRIAL STEEL / GLASS
RAILING @ POOL AREAS

AF
ANODIZED ALUMINUM
STOREFRONT FRAMES
DARK BRONZE

P1
ROOF PARAPET PAINT COLOR
TO MATCHDARK ROOM
SW 7083

GL1
DOUBLE GLAZED LOW-E
WINDOW GLAZING SYSTEM

STL
STEEL CHANNEL-
PAINT COLOR TO
MATCH P1

MOGUL CAPITAL

JACKSON HOTEL
JACKSON, WY

ELEVATIONS

Architecture. Design. Relationships.

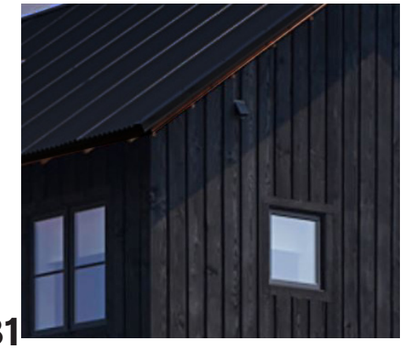
Scale
Job No. 2023-0270
Date 2023-04-19

MERCILL AVENUE FACADE ELEVATION

OVERALL BUILDING PERIMETER
BUILDING PERIMETER AT 4 FT. OR LESS ABOVE FINISH GRADE
BUILDING PERIMETER AT 4 FT. TO 10 FT. ABOVE FINISH GRADE

MATERIAL FINISHES:

ST1 LOCAL STONE VENEER (DRYSTACK)



BB1 BOARD & BATTEN RUSTIC CHARCOAL GRAY FINISH

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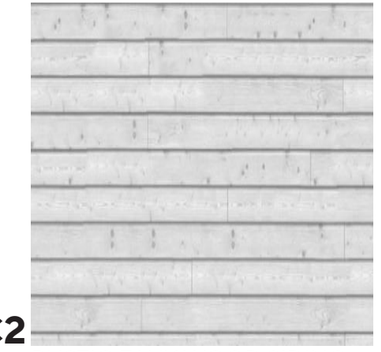

FC2 RUSTIC FAUX WOOD SIDING FIBER CEMENT BOARDS (RUSTIC GRAYISH WHITE)

PC PRE FORM CONCRETE (RUSTIC GRAY FINISH)

CA METAL CANOPY ASSEMBLY PAINT COLOR TO MATCH P1

C1 RUSTIC WOOD COLUMN WITHCARBONZED STEEL COLUMNS

RL INDUSTRIAL STEEL / GLASS RAILING @ POOL AREAS

AF ANODIZED ALUMINUM STOREFRONT FRAMES DARK BRONZE

P1 ROOF PARAPET PAINT COLOR TO MATCHDARK ROOM SW 7083

GL1 DOUBLE GLAZED LOW-E WINDOW GLAZING SYSTEM

STL STEEL CHANNEL- PAINT COLOR TO MATCH P1

MOGUL CAPITAL

JACKSON HOTEL
JACKSON, WY

ELEVATIONS

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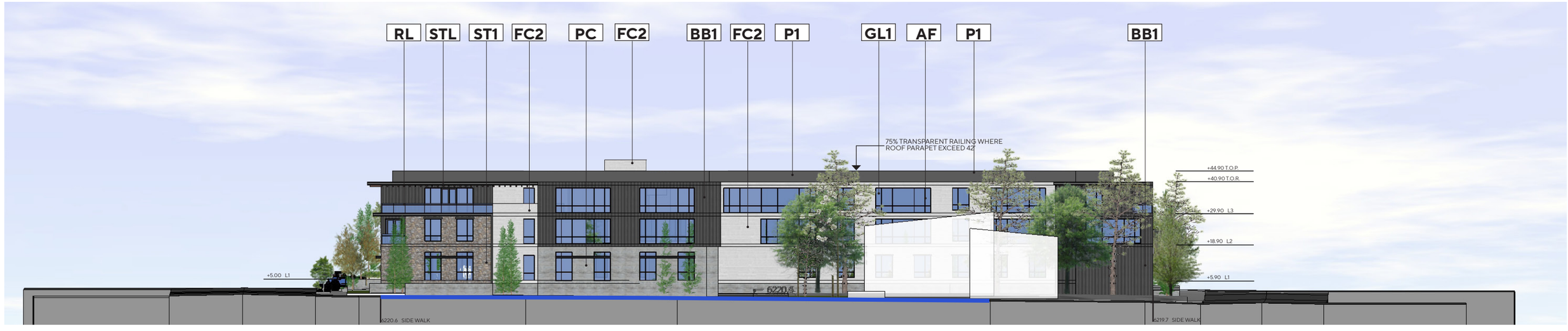


PERRY STREET FACADE ELEVATION

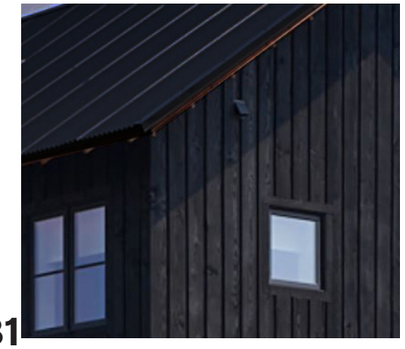
OVERALL BUILDING PERIMETER
BUILDING PERIMETER AT 4 FT. OR LESS ABOVE FINISH GRADE
BUILDING PERIMETER AT 4 FT. TO 10 FT. ABOVE FINISH GRADE

MATERIAL FINISHES:

ST1

LOCAL STONE VENEER
(DRYSTACK)

BB1



BOARD & BATTEN
RUSTIC CHARCOAL GRAY
FINISH

FC1

RUSTIC FAUX WOOD SIDING
FIBER CEMENT BOARDS
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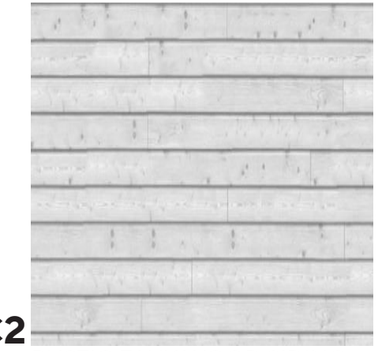
FC2



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FIBER CEMENT BOARDS
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PRE FORM CONCRETE
(RUSTIC GRAY FINISH)

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RL

INDUSTRIAL STEEL / GLASS
RAILING @ POOL AREAS

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ANODIZED ALUMINUM
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MOGUL CAPITAL

JACKSON HOTEL
JACKSON, WY

ELEVATIONS

Architecture.
Design.
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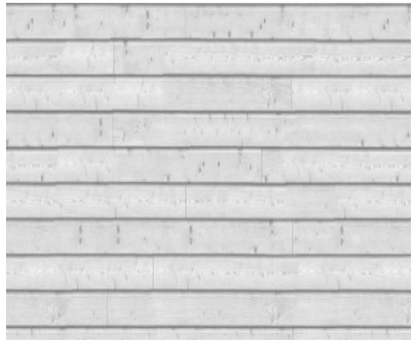
ST1

LOCAL STONE VENEER
(DRYSTACK)

FC2



RUSTIC FAUX WOOD SIDING
FIBER CEMENT BOARDS
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METAL CANOPY ASSEMBLY
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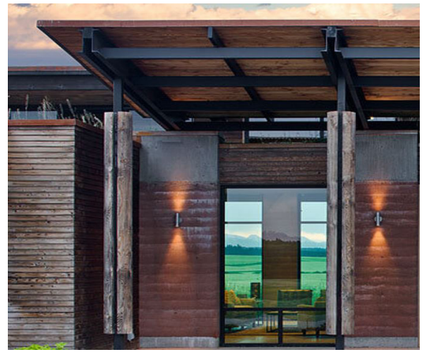

RUSTIC WOOD COLUMN WITH
CARBONZED STEEL COLUMNS

BB1

BOARD & BATTEN
RUSTIC CHARCOAL GRAY FINISH

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PRE FORM CONCRETE
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PAINT COLOR TO MATCH
DARK ROOM
SW 7083

STL

STEEL CHANNEL
PAINT COLOR TO MATCH
P1

VIEW FROM CACHE STREET

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

AERIAL VIEW

Architecture.
Design.
Relationships.

Scale
Job No. 2023-0270
Date 2023-04-19

VIEW FROM MERCILL AVENUE

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

AERIAL VIEW

Architecture.
Design.
Relationships.

Scale
Job No. 2023-0270
Date 2023-04-19

VIEW FROM GLENWOOD STREET

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

AERIAL VIEW

Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2023-04-19

VIEW FROM PERRY STREET

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

AERIAL VIEW

Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2023-04-19

VIEW FROM CACHE ST. & MERCIL L AVENUE

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

STREET SIGHT LINE VIEW

Architecture.
Design.
Relationships.

Scale
Job No. 2023-0270
Date 2023-04-19

VIEW FROM CACHE ST. & MERCIL L AVENUE

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

STREET SIGHT LINE VIEW

Architecture.
Design.
Relationships.

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VIEW FROM CACHE ST. & PERRY STREET

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

STREET SIGHT LINE VIEW

Architecture.
Design.
Relationships.

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Date 2023-04-19

VIEW FROM GLENWOOD ST. & MERCILL AVENUE

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

STREET SIGHT LINE VIEW

AO Architecture. Design. Relationships.

Scale
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MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

PORTE COCHERE VIEWS

Architecture.
Design.
Relationships.

Scale
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Architecture.
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MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

ENLARGED PASEO & COURTYARD

N

0 30' 60'

Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2023-04-19

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

VIEW OF PASEO & COURTYARD

Architecture.
Design.
Relationships.

Scale
Job No. 2023-0270
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MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

VIEW OF PASEO & COURTYARD

Architecture.
Design.
Relationships.

Scale
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MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

VIEW OF PASEO & COURTYARD

AO Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2023-04-19

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

VIEW OF POOL AREA

AO Architecture. Design. Relationships.

Scale
Job No. 2023-0270
Date 2023-04-19

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

VIEW OF PASEO & COURTYARD

Architecture.
Design.
Relationships.

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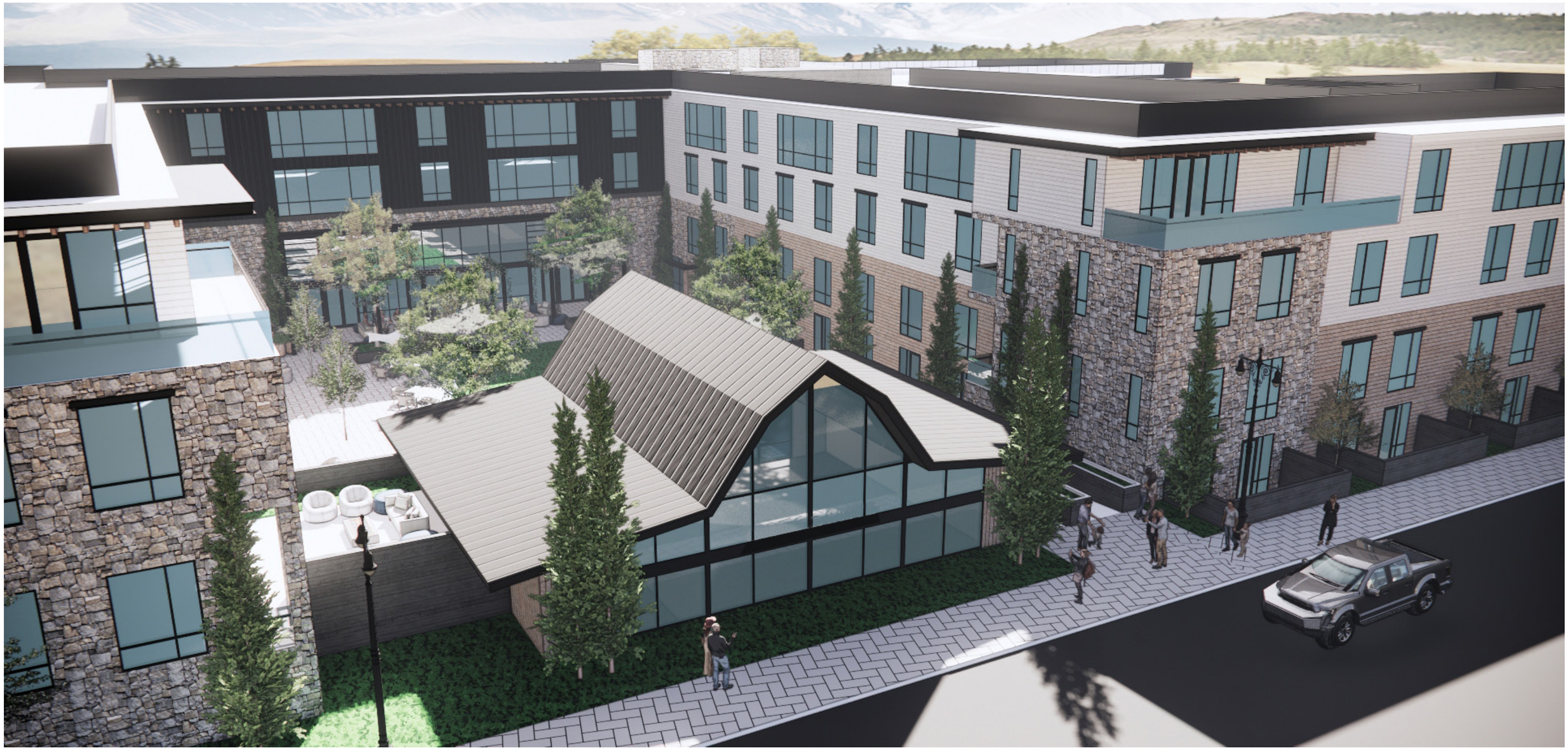

MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

VIEW OF PASEO & COURTYARD

Architecture.
Design.
Relationships.

Scale
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MOGUL CAPITAL

JACKSON HOTEL

JACKSON, WY

VIEW OF PASEO & COURTYARD

Architecture.
Design.
Relationships.

Scale
Job No. 2023-0270
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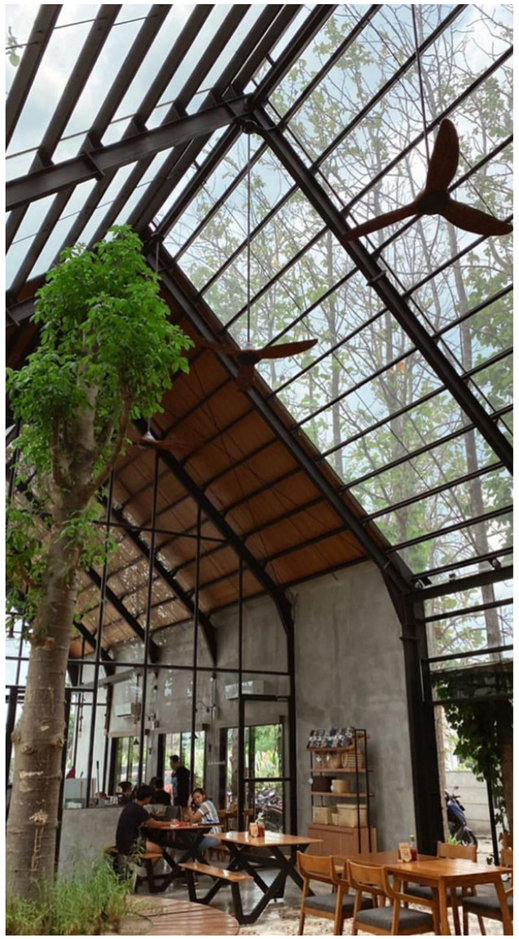
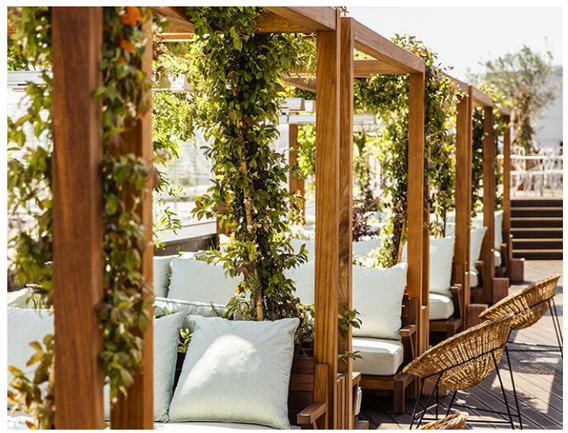
PLACE MAKING & ARCHITECTURE





MOGUL CAPITAL

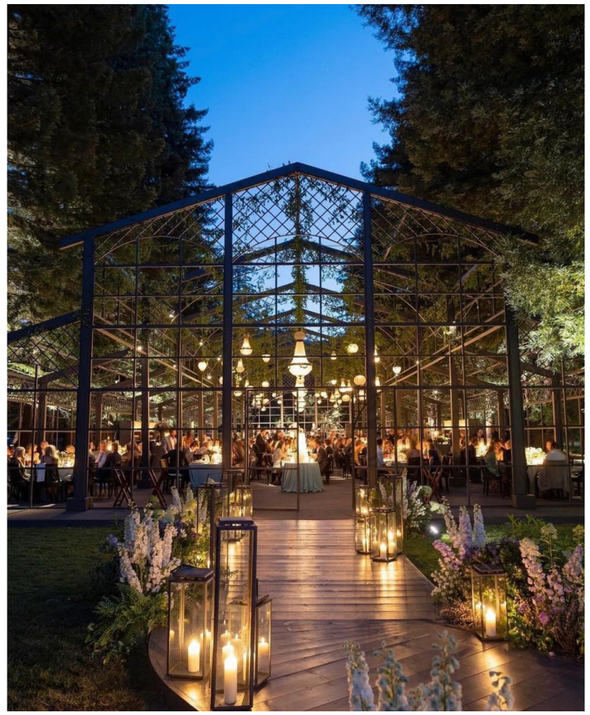
JACKSON HOTEL

JACKSON, WY

COURTYARD REFERENCE IMAGERIES

Architecture.
Design.
Relationships.

Scale
Job No. 2023-0270
Date 2023-04-19



VITAVEN

HONED
MARMITE

THANK YOU

144 N. Orange, Orange, CA 92866 T 714.639.9860 aoarchitects.com

Architecture. Design. Relationships.

DATE: April 19, 2024

TO : Town of Jackson Planning and Zoning Department

PROJECT : Jackson Hotel , 335 North Cache Street, Jackson, WY83001

RE: Land Development Regulation Compliance and Narrative Project Description

Land Development Regulation Compliance

Zoning : Section 2.2.12 CR-2 Commercial Residential – 2

2.2.12.B.1 Lot Standards

ITEM 1: Building Setbacks:

1.1 Primary Street Setback range

Required : (min-max) 0'-10'
Provided : 4'- 6'

1.2 Secondary Street Setback range

Required : (min-max) 0'-10'
Provided : 2'-10'

1.3 Side Interior

Required : (min) 5'
Provided : 5' – 6'

1.4 Rear

Required : 10'
Provdied : 10'

1.5 Abutting protection

Required : (min) 10'
Provided : Not Applicable

ITEM 2: Landscaping Area:

2.1 Landscape Surface Ratio:

Required : 10% = 11,300 SF
Provided : 11.64% = 13,158 SF

ITEM 3: Plant Units:

3.1 All uses :

Required : 1/1000 SF Landscape Area

Provided : Will Comply

Required : 1/12 Parking spaces
Provided : N/A

ITEM 4: Fencing:

4.1 Height in any primary or secondary street yard

Required : (max) – 4’

Provided : 3’-6”

4.2 Height in interior side or rear yard

Required : (max) – 6’

Provided : 6’

4.3 Setback from pedestrian frontage

Required : (min) – 1’

Provided : 2’ – 10’

4.4 Setback from side or rear lot line

Required : (min) – 0’

Provided : 2’ – 10’

ITEM 5: Parking Setbacks:

5.1 Primary Street, above ground

Required : (min) 30’

Provided : N/A

5.2 Secondary Street, surface parking

Requried : (min) 30’

Provided : N/A

5.3 Secondary Street, tuck-under, enclosed, or structured parking

Required : (min) – 0’

Provided : 0’

ITEM 6: Access:

6.1 Curb Cut Width

Required : (max.) 24’

Provided : along Glenwood - 24’

Along North Cache – 16’

2.2.12.B.2 Bulk Standards

ITEM 7: Street Façade :

7.1 Width of ground and second story in primary street setback range:

7.1.1 % of lot width

Required : (min) 70%

Lot width is 500’ -> 500’x0.7 = 350’ min.

Provided : L1 - 388’ ; L2 – 388’

7.1.2 Length from street corner

Required : (min) 30’

Provided : L1 – 200’ ; L2 – 200’

7.2 Width of ground and second story in secondary street setback range:

7.2.1 % of lot width

Required : (min) 35%

Lot width is 290’ -> 290’x0.35 = 101’-6” min.

Provided : L1 - 120’ ; L2 – 120’

7.2.2 Length from street corner

Required : (min) 30’

Provided : L1 - 120’ ; L2 – 120’

7.2.3 Forecourt

Required :

1/3 of façade width (max) , 35’ depth (min), within 30” of grade, transparency of forecourt facing façade 40%

Provided :

388’ façade width – 1/3 -> 129’ provided , 47’ depth, 24” of grade , transparency 40%

ITEM 8: Building Height:

8.1 Stories :

Required : (max) 3

Provided : 3 stories above grade + 2 Exempt Basement Levels

8.2 Required : min. Height 24’ ; max. Height 42’ to Top Of Parapet (T.O.P.). Exception- 75% transparency for roof railings/parapets

Provided : min. Height 40.7’ ; max. Height 45.1’ (75% transparency for railings where roof parapets exceed 42’)

ITEM 9: Building Stepback:

9.1 Stepback for any 3rd story street façade or street façade over 30’ :

Required : (min) 10’

Provided : 10’

9.2 Encroachment in stepback

Allowed : (max % of overall façade width) 60%

Overall façade width is 750’ X 60% -> 450’ allowed for encroachment. 750’ x 40% -> 300’ (min) 10’ step back required.

Provided : 412’ width of 10’ step back

ITEM 10: Scale of Development:

10.1 Total Site Area 2.59 Acres (113,000 SF)

10.2 Allowed Rental FAR 0.8 – 90,400 SF

10.3 Total 2:1 Bonus Housing 110,745 SF

10.4 Basement Exempt Area:

Occupied – 85,523 SF

Basement Parking – 76,539 SF

10.5 Total Occupied Area (Excludes Structured Parking) – 285,330 SF

10.6 Total Building Area Including Parking – 361,869 SF

10.7 Total Nightly Rentable SF (Includes 90,400 Allowed + 85,523 Exempt) – 175,923 SF

2.2.12.B.3 Form Standards

ITEM 11: Pedestrian Frontage:

11.1 Trees in Grates

11.1.1 Frontage dimensions

Required : 13.5’ min. from back of curb

Provided : 13.5’ min.

ITEM 12: Building Frontage Options : Residential

12.1 Story Height:

Required : Ground story height (min) – 9’

Upper story height (min) – 9’

Ground Floor elevation (min/max) – 0’-5’

Provided : Ground story height (min) – 12’

Upper story height (min) –10’

Ground Floor elevation – 3’

12.2 Transparency:

Required : Ground story primary street (min) – 20%

Ground story secondary street (min) – 20%

Upper story, primary/secondary (min) – 20%

Provided : Ground story primary street – greater than 20%

Ground story secondary street – greater than 20%

Upper story, primary/secondary – greater than 20%

ITEM 13: Parking Type Options : Underground parking

2.2.12.B.4 Environmental Standards Noted, N/A

2.2.12.B.5 Scenic Standards

ITEM 14: Exterior Lighting:

14.1 Light Trespass is prohibited.

Site Lighting design prohibits trespass.

14.2 All Light Fixtures over 600 Lumens shall be fully shielded.

All Light Fixtures that are over 600 lumens are fully shielded.

14.3 Max Lumens per sf of site development

Required : 3

Provided : Will Comply

14.4 Lumens per acre of site development (max):

Required : All Fixtures : 50,000

Unshielded Fixtures : 2,000

Provided : Will Comply

14.5 Light Color

Required : ≤ 3000K

Provided : 3000K

2.2.12.B.6 Natural Hazard to Avoid Noted, N/A

2.2.12.B.7 Signs Noted and will comply

2.2.12.B.8 Grading, Erosion Control, Stormwater Noted

2.2.12.B.9 Physical Development Permit Required

ITEM 15: >15,000 SF Required:

- Sketch plan
- Development plan
- Building permit
- DRC review

2.2.12.C 1 Allowed Uses

ITEM 16: Allowed Uses:

16.1 Mixed Uses – Residential / Lodging

2.2.12.C 2 Use Requirements

ITEM 17: Use Requirements:

17.1 Parking:

17.1.1 Residential

Parking Factor – 1.5

Residential Unit Count – 36

Parking Stalls:

Required : 54

17.1.2 Commercial:

Hotel Parking Factor – 0.75

Hotel Unit Count – 171

Parking Stalls:

Required : 129

Restaurant Parking Factor – 1/73 SF

Restaurant Area – 2,000 SF

Required : 28

Hotel Bar & Lounge Parking Factor – 1/40 SF /3

Hotel Bar & Lounge Area – 2400 SF

Required : 20

Café Parking Factor - 1/73 SF /3

Café Area – 1,500 SF

Required : 7

Retail Parking Factor – 3.37 per 1,000sf

Retail Area – 2,497 SF

Required : 9

17.1.3 Disability Parking Spaces

Required : >200 6+ 1 per 100 parking spaces provided

Provided : 7

17.1.4 Electrical Vehicle Supply Equipment (EVSE)

Required : (Other Residential / Lodging)

i. EVSE Capable : 30% -> 247 stalls x 30% = 74 stalls

ii. EVSE Installed : 5% -> 247 stalls x 5% = 13 stalls

Provided :

i. EVSE Capable : 74 stalls
ii. EVSE Installed : 13 stalls

17.1.5 Street Parking Credit - 27

TOTAL PARKING REQUIRED : 247

TOTAL PARKING PROVIDED : 247

2.2.12.C 3 Operational Standards Noted and will comply

2.2.12.D 1 Allowed Subdivision and Development Options Noted

2.2.12.D 2 Residential Subdivision requirements Noted

2.2.12.D 3 Required Subdivision and Development Option Permits Noted

6.6.3 Amount of Affordable Workforce Housing Required

ITEM 18 18.1 Attached Dwelling , Apartment

Required : 0.000017 * sf + (Exp(-14.17 + 1.59 * Ln(sf)))/ 2.176

Provided :

18.2 Conventional Lodging (6.1.5.B), Short-Term Rental Unit (6.1.5.C)

Required : 0.102 * room

Provided :

18.3 Restaurant/Bar (6.1.6.E)

Required : 0.000599 * sf

Provided :

MOGUL CAPITAL

April 19, 2024

RE: Miscellaneous Planning Request: N Cache Lodging and Residential Development

Dear Town Staff,

Pursuant to the Pre-Application comments provided by the Town Staff and respective departments on October 25th, 2023, please find responses to the individual items below. For those items requiring exhibits, please find them on the pages following this narrative and response. Each has been labeled for reference. To guide the reading below, the comments received from the Town are marked with a number, whereas Mogul's response begins with a letter.

Project Specific Comments:

1. The established adjacent street grades shall be used to establish back of sidewalk grades assuming a 1.5% max cross slope. The building shall be designed to connect into these grades and the sidewalk grades shall not be adjusted to meet the building. All accessible route grade adjustments shall be within the property.
    a. Please find this addressed in the attached plan set.
2. Street frontages should comply with zoning regulations and provide for a detached sidewalk to the greatest extent possible. Existing curb cuts shall be removed. ADA accessible routes to the streets and crossings shall be provided, including reconstruction of the corner ramps.
    a. Please find this addressed in the attached plan set.
3. The proposed grades at the arrival drive through on Cache look challenging and if allowed all grade adjustments shall be from the back of the sidewalk that shall remain elevated across any driveways.
    a. Please find this addressed in the attached plan set.
4. A WYDOT Access permit is required for access from Cache Street.
    a. Mogul Capital successfully pursued an appeal from WYDOT for access off of North Cache. The appeal and approval was received on January 19th, 2024.
5. In addition to access WYDOT permits for utilities, landscaping, and construction may also be required.
    a. Mogul will be prepared to procure any additional permits further in the design and development process that are required to proceed with the Project.
6. For sketch plan a preliminary construction management plan needs to be provided, specifically any possible work, crane, or staging that needs to be done from the right of way should be minimized and shown. Fees for use of the right-of-way are in place around this development. Use of equipment in the travel ways should not be part of the plan.

    a. Please see attached. Mogul will work with the TOJ to agree to a detailed construction management plan at the appropriate time.
7. While the contaminated soils may be removed during construction, impacts to groundwater may still be an issue. Provide information on how construction and any permanent dewatering/treatment are being mitigated.
    a. Mogul Capital has completed environmental studies on the site conditions today. We will work with a qualified environmental expert and the Town to address and generate a plan to mitigate the contaminated soils and the dewatering/treatment requirements throughout the process. A full environmental mitigation plan that includes the requested details will be provided further through the entitlement and design process.
8. The Cache Creek Tube (CCT) is routed through the project area. Provide the plan for rerouting the CCT around or through the project. Lumen (CenturyLink) has not provided any information on moving their trunk line from the path of the CCT at Mercill and Cache. A more practical option may be to route the line around the project west of where it crosses the trunk line.
    a. Please find attached a utility re-routing plan that addresses this comment.
9. Public Works position is that the entire alley be vacated and not a partial vacation. The following should be considered with the vacation: Any sewer in the alley needs to be re-routed around the vacation. The main needs to be re- established in Mercill and any private services accessing the sewer main in the alley should be routed directly to Perry or Glenwood. Any sewer main remaining in the alley should be reconstructed to current standards as part of the project. Any private water mains in the alley should be abandoned or re-routed from the alley.
    a. Please find attached a utility re-routing plan that addresses this comment. Mogul is open to discussing the full vacation of the alleyway and maintaining the piece that will remain.
10. Driveways and alleys crossing the sidewalk shall be done per the Town standard driveway detail with elevated sidewalk and no curb returns.
    a. Please find attached a plan set that addresses this comment.
11. The proposed delivery access off of the alley does not look feasible. Provide design vehicle and maneuvering models.
    a. Please find attached a plan set that addresses this comment.
12. Provide clarification on trash and recycling enclosures
    a. Please find attached a plan set that addresses this comment. Mogul Capital will work with the Town to ensure that the trash and recycling enclosures meet Town standards.
13. All utility pedestals, transformers, private service line, code required clear spaces, etc. shall be within the private property.
    a. This will be incorporated, and a plan will be finalized with the town prior to building permit applications.
14. There is a 6-inch steel gas main that runs along the west Cache Street right-of-way line, adjacent the Towns water main, that needs to be considered in constructability.
    a. Please find attached a utility re-routing plan that addresses this comment.

15. The may desire to replace and upsize the water main along Cache Street in conjunction with this project to minimize disturbance and utilize construction efficiencies.
    a. Mogul is prepared to work with the Town and Public Works to find construction efficiencies for desired Town upgrades.
16. Perry Street is in need of improvements and should not be utilized for construction or hauling of materials.
    a. This is noted and will be considered in the complete Construction Management Plan further in the design and approval process.
17. There is no separation between the alley and parking garage entrance. Relocate the parking garage entrance or explain how traffic conflicts will be mitigated between the two access points.
    a. Please find attached a plan set that addresses this comment.
18. Provide estimated water demands, sewer volumes, and stormwater quantities and information regarding whether or not they have an impact on Town utilities.
    a. Mogul Capital will work with consultants and the Town Public Works to provide detailed utility usage information throughout the design and approval process.

TOJ Code:

1. Plans provided shall show all work to be completed within the Towns right-of-way.
    a. Please see attached plan set. Mogul will work with the Town of Jackson on Mercill and Perry, and WYDOT/State on N Cache.
2. Show all encroachments into the Towns right-of-way or easements. Encroachment agreements are required for encroachments of buildings, retaining walls, foundations, canopies, balconies, roofs, shoring, etc.
    a. Please see attached plan set.
3. A demolition permit is required for each existing structure to be removed from the site. Water and sewer services to be abandoned for the project shall be abandoned at the main during the demolition phase of the project
    a. Mogul will continue to abide by permitting processes and will procure any permit required to work through demolition.

Land Development Regulations:

1. Development shall comply with the physical development standards for its zoning.
    a. Mogul will abide by the Land Development Regulations and the plan set attached herein addresses the Town comments to meet code.

Natural Hazards Protection Standards:

1. Unstable Soils: Identify any unstable soils and show compliance with this section.
    a. Through the design and approval processes, Mogul will work with consultants to identify and display soil stability.
2. Faults: Identify any unstable soils and show compliance with this section.
    a. No fault lines are identified on site.
3. Floodplains: Identify and floodplains or floodways and show compliance with the municipal code and / or the LDRs.
    a. No floodplains are identified on site.

Landscaping Standards:

1. Provide a plan that complies with the LDRs.
    a. As similarly completed with The Loop Project, Mogul will provide a detailed landscaping plan that abides by the Town's LDRs through the Design Review Committee process.

Grading, Erosion Control, and Stormwater:

1. Grading Permit Required: Provide information on how the application will comply with this section, including the Geotechnical Report.
    a. Mogul will work with Civil and the Town Departments to procure required grading permits that abide by the grading standards. Please reference the attached Geotech report.
2. Grading Standards: Provide a grading plan that shows compliance with this section. Plan shall include existing and proposed site contours with elevation labels, spot elevations, high and low points, grade breaks. Provide easements for grading proposed on adjacent properties.
    a. A full grading plan will be submitted in conjunction with the grading erosion and control application through the design and approval process.
3. Erosion Control Standards: Provide an erosion control plan that shows compliance with this section.
    a. A full erosion control plan will be submitted through the design and approval process.
4. Stormwater Management Standards: Provide an erosion control plan that shows compliance with this section.
    a. A full stormwater management plan will be submitted through the design and approval process.

Parking and Loading Standards:

1. Required Parking and Loading: Provide a plan that shows the proposed parking in compliance with this section. Include location and dimension of parking spaces, accessible spaces, including van accessible spaces, and bicycle parking. For uses that require delivers, show the proposed loading facilities.
    a. The attached plan set includes the information on the parking provided, which is in compliance with the LDR requirements for the subject Project.
2. Off-Street Parking and Loading Design Standards: Provide a parking plan in compliance with this section. Include surface materials and drainage plans, access and circulation, and snow storage.
    a. Similarly to The Loop Project, Mogul will provide a parking plan and parking management plan throughout the design and approval process. The attached plan set details the proposed parking structure.

Operational Standards:

1. Outside Storage: Provide a Construction Management Plan / Narrative, for any offsite storage address compliance with this section

    a. A full construction management plan will be provided further in the process, similar to The Loop process.
2. Noise: Provide a Construction Management Plan / Narrative, for any offsite storage address compliance with this section.
    a. A full construction management plan will be provided further in the process, similar to The Loop process.
3. Vibration: Provide a Construction Management Plan / Narrative, for any offsite storage address compliance with this section.
    a. A full construction management plan will be provided further in the process, similar to The Loop process.

Subdivision Standards:

1. Provide plans and specifications for roads, streets, alleys, sidewalks, and pathways including street light, signage, and markings
    a. Please reference the attached plan set.
2. Provide a sanitary sewer wastewater plan.
    a. A sanitary sewer wastewater plan will be provided in the design and approval process.
3. Provide a water supply plan
    a. A water supply plan will be provided in the design and approval process.
4. Provide a storm drainage plan, basins, calculations, treatment method. Stormwater discharged to a public storm sewer or right of way requires treatment. Wyoming DEQ 5D2 permits are required for subsurface discharges
    a. A full plan will be provided through the design and approval process. Mogul will pursue any required permits per Wyoming DEQ code.
5. Provide an irrigation plan or statement
    a. An irrigation plan or statement will be provided in the design and approval process.
6. Provide a plan for permanent reference monuments, property corners, etc
    a. Such plan and information will be provided in the design and approval process.
7. Permits are required prior to construction of development improvements
    a. Mogul will procure any required permits prior to construction of development improvements.
8. All improvement shall be designed by a professional engineer licensed to do such work in the State of Wyoming
    a. All improvements will be designed by a professional engineer licensed to do work in Wyoming.
9. The Town Council may require installation and construction of utilities, pavement and other land improvements in excess of subdivision design needs, to assure adequate service to future development areas.
    a. Mogul is looking forward to hearing the Town Council feedback on installation and construction of utilities.

Transportation Facility Standards:

1. Access to Roads, Streets and Highways: Provide a plan showing the point of access. Show compliance with the standards for access and justification for access to collector and arterial roads.
    a. The attached plan set includes detail on points of access.
2. Streets Alleys and Easements: Provide a plan showing all proposed streets, alleys, and easements. Show compliance with the general standards, extension, engineering access, right-of- way, pavement widths, urban and rural classification, alignment, profile, grades, and intersections
    a. The attached information and plans includes requested information.
3. Provide a plan that generally complies with the Community Streets plan and Bicycle improvements plan. Include property lines, dimensions, radii, elevations, slopes, grade changes, etc.
    a. Please reference attached plan set.
4. For all pedestrian areas provide a plan that includes: dimensions, radii, elevations, slopes (running and cross slopes, not oblique slopes), ramp slopes, grade breaks, stair dimensions, handrails, guards, etc. showing compliance with ADA, IBC, and Town standards.
    a. Please reference attached plan set. Further in the design and review process, additional civil plan sets will be provided for approval that include deeper level of detail.

Required Utilities:

1. Provide a water supply plan and estimated average day, maximum day, and maximum hour, required fire flows, and per capita maximum daily demands. Demands shall be determined by one of the following: Wyoming DEQ Chapter 12 Section 8 (equivalent per capita water use shall be at least 125 gpd and 340 gpd for average and maximum day respectively); Wyoming DEQ Chapter 25 Tables 1 and 2 with consumption and irrigation factored in, metered water supply data from another development where similar water demands have been demonstrated, or other Town Engineer approved source.
    a. As previously mentioned, a water supply plan will be provided through the design and approval process.
2. Provide right-of-way or easements as required, 30 feet minimum width with 10 feet minimum to either side.
    a. Please reference attached materials.
3. Provide a water system analysis indicating the required domestic and fire flow demands. Identify impacts to or upgrade requirements for the existing distribution, supply, or treatment system.
    a. A water system analysis will be provided further in the design and approval process.
4. Show compliance with state regulations, construction standards, connections for lots of record, provisions for system expansion, and fire protection. Provide information on planned metering and backflow prevention locations.
    a. Please reference attached materials.

5. State whether the water system will be privately or publicly owned. Water services over 2-inch in diameter require engineering design. Water mains larger than 8-inch and or longer than 250 feet require a Wyoming DEQ permit.
    a. The water system will be privately owned, the project will not require a DEQ permit as no service will be longer than 250 feet and service lines will come from the existing mains.
6. Provide a sanitary sewer wastewater plan and estimated average day, maximum day, and peak hour for the design of the project, per capita design flows, extraneous flows, and industrial and/or commercial waste volumes. Volumes shall be determined by one of the following: Wyoming DEQ Chapter 25 Tables 1 and 2; metered water supply data from another development where similar water demands have been demonstrated; or other Town Engineer approved source
    a. As previously mentioned, this information will be studied and provided in the design and approval process, similar to The Loop Project.
7. Sanitary Sewer - Provide right-of-way or easements as required, 30 feet minimum width with 10 feet minimum to either side.
    a. Please reference attached plans. No new sewer mains are anticipated at this time.
8. Provide a sanitary sewer analysis. Identify downstream impacts on existing sewers, lift stations, and treatment facilities.
    a. Addressed in the Subdivision Standards section above.
9. Show compliance with state regulations, construction standards, maximum allowable infiltration, connections for lots of record, provisions for system expansion.
    a. Mogul will comply with State Regulations.
10. State whether the sewer system will be privately or publicly owned.
    a. Previously addressed herein.
11. Provide an irrigation plan when the system is for the entire development or the system will be owned by the Town. For all systems provide the irrigation water demand, type of backflow preventer, location, and whether irrigation will be metered separately from domestic.
    a. Addressed in the Subdivision Standards section above.
12. Show compliance with surface water rights (if applicable), irrigation surface water runoff, setbacks to ditches, and access to ditches.
    a. Noted.
13. Show compliance to standards for any alteration of an irrigation ditch.
    a. Not applicable to the project.
14. A Wyoming Department of Transportation license is required for irrigation systems and landscaping located within the WYDOT right-of-way.
    a. Acknowledged and will procure if necessary.
15. Provide a plan for all other utilities, such as telephone, cable TV, electric, fiber, gas. All utilities shall be installed underground. Provide right-of-way or easements as required. Show that private utilities can be located on private properties, e.g. transformers.
    a. Please see attached utility plan.

16. Provide a plan showing any buried fuel storage tanks. All fuel storage tanks for private residential use, except for LP (liquid petroleum) gas and kerosene, shall be underground. All fuel tanks shall meet setbacks for accessory structures in the applicable zone, and no fuel may be buried within 50 feet from any stream, excluding irrigation ditches.
    a. Not applicable to the Project, as no buried tanks are on site or will be.
17. How will the project mitigate traffic by reducing trips, e.g. post office, access to START, connectivity to pathways, etc.
    a. Please see attached traffic study showing no material impact at full operations.

Fire Department Reviews:

1. The owner or owner's agent shall be responsible for the development, implementation and maintenance of an approved, written site safety plan establishing a fire prevention program at the project site applicable throughout all phases of construction. Project must meet most current International Fire Code (IFC) requirements including but not limited to applicable life safety systems.
    a. Understood and Mogul will abide by the IFC.

WYDOT Comments:

1. Access should be via solely local side streets. Direct access to US 89 (N Cache) is not allowable. The proposed Porte cochere must be relocated. The applicant should anticipate providing the following for WYDOT review, which may not be entirely inclusive: a Traffic Impact Study for impacts/mitigation on surrounding local streets & intersections, Structural/Geotechnical report for vertical construction fronting N. Cache, Drainage/Stormwater report, etc.... Any improvements such as landscaping, curb cuts, sidewalks, temporary traffic control, etc. within the N. Cache highway right-of-way must follow WYDOT design requirements and obtain the necessary permits landscape feature and/or other improvements must not obscure intersection/driveway sight distance, highway traffic control devices or any signage, not violate ADA access guidelines, maintain pedestrian/bicycle passage, (For example, trunk diameter of shrubbery or trees planted within the R/W greater than 4 inches diameter must comply with clear zone criteria, tree canopy must not be less than 19 feet above the roadway surface, low lying plants at maturity must be at least 2' behind the back of curb, plants must must be less than 2.5 feet tall,). It should be noted that Mercill Ave is a local truck route. Any new utilities or connections to existing utility facilities must obtain the appropriate utility license(s) (M54 and/or M21) from WYDOT. Comply with ADA standards for temporary construction and final operations.
    a. As previously mentioned, Mogul Capital received approval from WYDOT for the access located off of North Cache.

Remediation Engineer

1. It looks like Moguls plans have the floor of the parking garage 16 feet below ground surface (Basement Level 2). This suggests that constant groundwater pumping by Mogul will be required to draw the static water level below the parking garage. This plan may also require Mogul to treat the extracted groundwater and then discharge to a POTW or storm drain (depending on post remediation groundwater

concentration). Post remediation vapor intrusion may also remain an issue leading to the need for Mogul to construct subslab vapor barriers, soil gas depressurization systems, and/or ventilation systems. Discharge of the vapors/soil gas may also require treatment.

   a. As previously mentioned, Mogul is and will work with qualified environmental experts to generate a workable and approved plan to address the groundwater and subsequent discharge.

2. Town homes are to be built on top of the area where the core of the current Teton Texaco impacts are located. Moguls B1 level for town homes in the NE corner of the redevelopment area, extends six feet below ground surface. The natural groundwater elevation in this portion of the site fluctuate above and below this elevation. The need for Mogul to construct and operate post remediation subslab vapor collection, dewatering, and water treatment systems may apply here too. We need to make sure Mogul understands that the WDEQ remediation will not eliminate all subsurface petroleum contamination and the residual (post WDEQ remediation) impacts will affect their design, construction, and long-term operating costs.
   a. As previously mentioned, Mogul is and will work with qualified environmental experts to generate a workable and approved plan to address the groundwater and subsequent discharge. In addition, Mogul will address any subslab vapor collection and treatment with the environmental consultant and town representatives.

Pathways Department

1. All sidewalks that cross driveways or alleys shall be constructed as a continuous sidewalk with no change in elevation from the sidewalks on either approaching leg. The sidewalk elevation as it crosses the driveway shall not dip down and it shall match the sidewalk elevation on either side of the driveway. Any vertical change from the street elevation to the sidewalk elevation should be restricted to the driveway apron in the buffer space between the sidewalk and street. Concrete sidewalk surfaces and texture shall continue uninterrupted across the entire access driveway. Given the location, type of use, and parking plan of the proposed development, staff expects that there will be a moderate demand for bicycle parking. The applicant should work to meet the proposed standards for bike parking currently up for adoption by the Town Council.
   a. Please see attached plan set which addresses.

General Comments

1. Staff recommends contacting WYDOT as they are prohibiting access from North Cache. WYDOT has an Access Application and WYDOT will deny access from North Cache based on their traffic models. However, there is an appeal process that follows denial.
   a. As mentioned herein, Mogul received approval from WYDOT for the access off of North Cache on January 19th.

2. FLOOR AREA BREAKDOWN - In the Sketch Plan and Development Plan submittal, the applicant needs to clearly identify how/where the base FAR and 2:1 bonus are being allocated both in the floor plans and narrative. When calculating FAR, hallways, mechanical spaces, stairs, and elevators count. Stairs are counted every two floors and elevators are counted only once. The previous Loop project did a good job of breaking down the floor area via color-coded plans. Use that as an example for this project.
    a. Please reference attached materials.
3. STREET DESIGNATION - Cache and Glenwood will be primary streets and the other streets secondary. Primary streets require a 70% building frontage within the 0'-10' setback range. The 0- 10 measurement is not from the property line but rather starts 13.5 back from the existing back of the curb. Secondary streets require a 30% building frontage use the same setback range as the primary (i.e., 0-10 and measured 13.5 back from the back of curb).
    a. Please see attached plan sets which incorporate the noted adjustment.
4. PEDESTRIAN FRONTAGE TYPE - The pedestrian frontage type requires Trees in Grates
    a. Please see attached plan sets which incorporate the noted adjustment.
5. BASEMENT DEFINITION - Staff would like additional clarification on the floor plan for level B1. This appears to be represented as a partial basement level. Applicant needs to clarify if it complies with the definition - "A basement is any story for which the finish floor of the story above is less than four feet above finished grade for at least 50 percent of the perimeter of the story and at no point greater than ten feet above finished grade." Based on the section plans this level is 6 above grade which does not constitute a basement.
    a. Please see attached plan sets which clarify. Mogul is happy to discuss any additional questions the Town may have regarding floor level B1.
6. ALLEY VACATION - If the Town Council approves an alley vacation or vacates a portion of the alley, and public access is allowed through the site from Mercill to Glenwood, the access path will need to be improved to better welcome and signal public access. As currently drawn, the public is likely not going to walk down the stairs to what appears to be a private hotel pool and then continue walking north past the pool through the small pinch point that is shown on the plans. In an attempt to provide meaningful public access, this area should be opened up so that it is clear to the general public that access is not only allowed but welcomed. The current plan does not accomplish that. Gaslight alley is a better example of welcoming the public through the site. Staff can discuss this further at the pre-application. The Town may require a public access easement for these same areas as a condition of any vacation of the alley.
    a. The attached plan set clarifies the circulation and access of the descending paseo which provides walkability to the Project's features. Mogul has provided a full alley vacation package to the Town, which further details the functionality of the paseo and project space and how it invites the public to public amenities within the project.
7. ACCESS - Need to discuss the maximum 24 curb cut standard and the 30 primary street surface parking/circulation setback.

    a. Please reference attached plan set.
8. CACHE CREEK MOTEL - The applicant shall engage with the owners of 390 N. Glenwood (Cache Creek Owner LLC) to ensure that their concerns are addressed in any alley vacation scenario.
    a. Mogul Capital has reached out to the Cache Creek Lodge representatives and respective counsel to discuss their concerns surrounding the alley vacation design and has not heard back.
9. ENCROACHMENTS - Are there any proposed encroachments into the right-of-way along any of the 4 streets or alley? (soil nails, decks, porches, balconies, roof eaves?
    a. Not at this time.
10. EV PARKING - EV parking standards will apply to this development.
    a. Mogul Capital will incorporate EV parking to meet the Town Standards.
11. BIKE PARKING - The new bike parking standards will likely apply to this development as those standards should be effective in mid/late December.
    a. Understood, and Mogul will work with the Town to confirm that the applicable bicycle parking requirements are satisfied.
12. UPCOMING LDR CLEAN-UP – It is possible that the new LDR clean-up items will apply to this development. Notable changes would be the increase in snow storage requirements from 2.5% to 10%.
    a. Noted Mogul will comply with applicable LDR standards.
13. ROOFTOP DECKS AND HEIGHT - Need clarification on the rooftop deck areas to ensure they comply with the height requirements. Based on the section plans which show the building at 42, there is no way the rooftop amenities (railings, canopies, etc.) could be added as they would exceed the height limit of 42. Elevators and rooftop stairs can exceed the height by up to 10 provided that cannot be viewed from an adjacent street at a vantage point of 6 vertical feet.
    a. Please reference attached plan set which includes requested change.
14. SIDE INTERIOR SETBACK - The CR-2 zone has a 5 interior building setback from the property line adjacent to the Cache Creek Motel and the alley.
    a. Please reference attached plan set which includes requested change.
15. LANDSCAPE SURFACE RATIO AND PLANT UNITS - Demonstrate compliance with the 10% LSR requirement and plant unit requirement. All required plant units need to be provided on-site.
    a. Please reference attached plan set.
16. 3RD STORY STEPBACK - There appears to be no effort to meet the 3rd story step-back requirement. The LDRs require a 10 setback for the 3rd floor but allow a 60% encroachment per street. This means on a 100 long building, at least 40 of the 3rd floor must be setback 10.
    a. Please reference attached updated plan set which incorporates.
17. PARKING REQUIRED - Need clarification on the amount of parking required. The commercial / restaurants do not appear to be factored into the requirements. In addition, staff did not find any historical parking credits tied to any of the subject properties. Also, is the hotel parking managed via valet parking?

a. Please reference attached plan set which includes the parking requirements against the parking provided. The hotel will offer valet parking for guest, condo owners, and public who visit the Project's amenities.

18. SUBDIVISION - Are there any plans to subdivide units/spaces into ownership condominiums?
    a. Yes, the proposed residential units will be programmed as condominium ownership units.
19. LDR COMPLIANCE - Applicant needs to provide a full LDR compliance checklist and housing mitigation plan.
    a. Please see attached LDR Housing Mitigation Checklist and the narrative surrounding the plan to mitigate the housing requirements offsite at The Loop.

Sincerely,
Brad Wagstaff
Chief Executive Officer

MOGUL CAPITAL

Neighborhood Meeting Summary
Date: 11/9/23
Location: Teton County Library

Attendees:

- Mogul Capital Team (Brad Wagstaff, Brent Layton, Landon Munson, Sienna Wagstaff)
- Stefan Fodor (Fodor Law Office)
- Michael Pruett
- Ed Liebzeit
- Michael Kudar
- Elenor Schroth
- Joe Pawlson
- Estella Tewazcs
- Diana Waycott
- Tim Waycott
- Sandra Murphy

The Applicant gave a general overview of the history of the project, the current plans being submitted to the Town of Jackson, and how the project was being housed at the Loop.

The Applicant opened the floor to questions. Those questions are summarized below.

1. How much parking will be provided? 117 spaces for the hotel and 72 for the residential component. All underground. NOTE THAT THESE NUMBERS HAVE INCREASED SINCE THE MEETING.
2. What will occur with current utilities in the alley? This item is still being studied, but most will be re-routed around the perimeter of the property.
3. Will North Cache remain as the main access to the development? That is the applicant's intent, and it is working with WYDOT to that end.
4. The development will displace several small businesses on Glenwood and Mercill. What is the plan for those businesses? The applicant will give plenty of notice to those businesses as it has yet to submit its Sketch Plan application so it will be some time before groundbreaking. Groundbreaking will likely occur on the entire site at once since there is no feasible way to phase construction and no demo date has been set for the buildings containing existing businesses. The sub work and clean up will take some time.
5. The applicant was asked to explain the color coding on the applicant demonstrative exhibits. The applicant explained the breakdown of the proposed building and that it was four stories with a 42 foot tall overall height including the zero level. NOTE THIS HAS SINCE CHANGED FROM THE MEETING.

6. How will parking be handled for hotel guests and restaurant and spa patrons? Most parking will be through the valet service, though overnight guests and residents will have the ability to self-park.
7. Will the street parking on Mercill and Glenwood be retained and is that parking included in the prior calculations. All existing Mercill and Glenwood parking will be maintained, though some of it may be disrupted through portions of the construction period.
8. What happens when the parking lot is full? Some on street parking will be utilized like existing businesses currently do.
9. Are there any rooftop amenities? Some are being considered, but this all has to work within the overall 42 foot height allowance.
10. Will the spa be open to the public? The spa, wellness center and gym will be open to the public as will the restaurant, bar, lobby and event spaces. The Cloudveil Bistro example was cited.
11. Will the auxiliary uses utilize on street parking? This will be a combination of valet and on street parking. This will depend on hotel demand and time of day.
12. Concerns were raised about the development being under-parked. The development exceeds Town of Jackson requirements and based on past experience in other locations and traffic studies here, along with the rising popularity and supply of ride sharing, the applicant is comfortable with its parking program.
13. Will the development have shuttle service for its employees? It is the intent to run shuttles between the Loop and the North Cache project.
14. Existing businesses take up a lot of on street parking. High Country Linens representative stated that he has 75 employees in the summer, 65 year round and 25 employees housed in the vicinity.
15. How many employees will the hotel have? The developer currently estimates 60 hotel employees.
16. Will the hotel be flagged? This is undetermined at this time. If so, it will be a soft flagged hotel.
17. What is anticipated at the event bar? Wedding venue, reunions, parties and those sorts of events will occur in the 2,500 sf barn and it will be open to the public.
18. How many deed restrictions are being provided at the loop? 81 deed restrictions total. The alley vacation request is combined with an offer to turn 30 workforce restrictions into affordable restrictions. The loop is anticipated to break ground in March of 2024 so the housing will be provided in advance of the need from North Cache. NOTE THESE ARE IN FLUX AS BUILDING SF CHANGES.
19. How will increased traffic be handled at the Loop? A center turning lane will be provided as this is a requirement of the Loop permit.
20. What type of residences will be provided? One to five bedrooms with the average being a 2 bedroom 2,000 sf unit.
21. Are any presales of residences occurring? The development is in its infancy with no approvals to date so no presales are occurring.
22. What type of liquor license will be sought? Its uncertain at this time, but it may likely be a resort license.
23. How big is the development? 31,000 sf in service, 127,000 sf of residence, 113,000 sf of commercial and 71,000 sf of garage. A total of approximately 344,000 sf. NOTE THIS HAS SINCE CHANGED WITH DESIGN UPDATES PER PRE-APP COMMENTS.
24. How will dewatering be handled during and after construction? A comprehensive dewatering and water proofing construction program is being pursued.
25. How will the paseo operate in winter? It is anticipated that the paseo will contain heated walkways as a closed loop system to limit runoff into creeks.
26. Doe the sketches represent the set backs? Setbacks are zero to 10 feet and a variety of setbacks will be employed to break up the massing of the building.

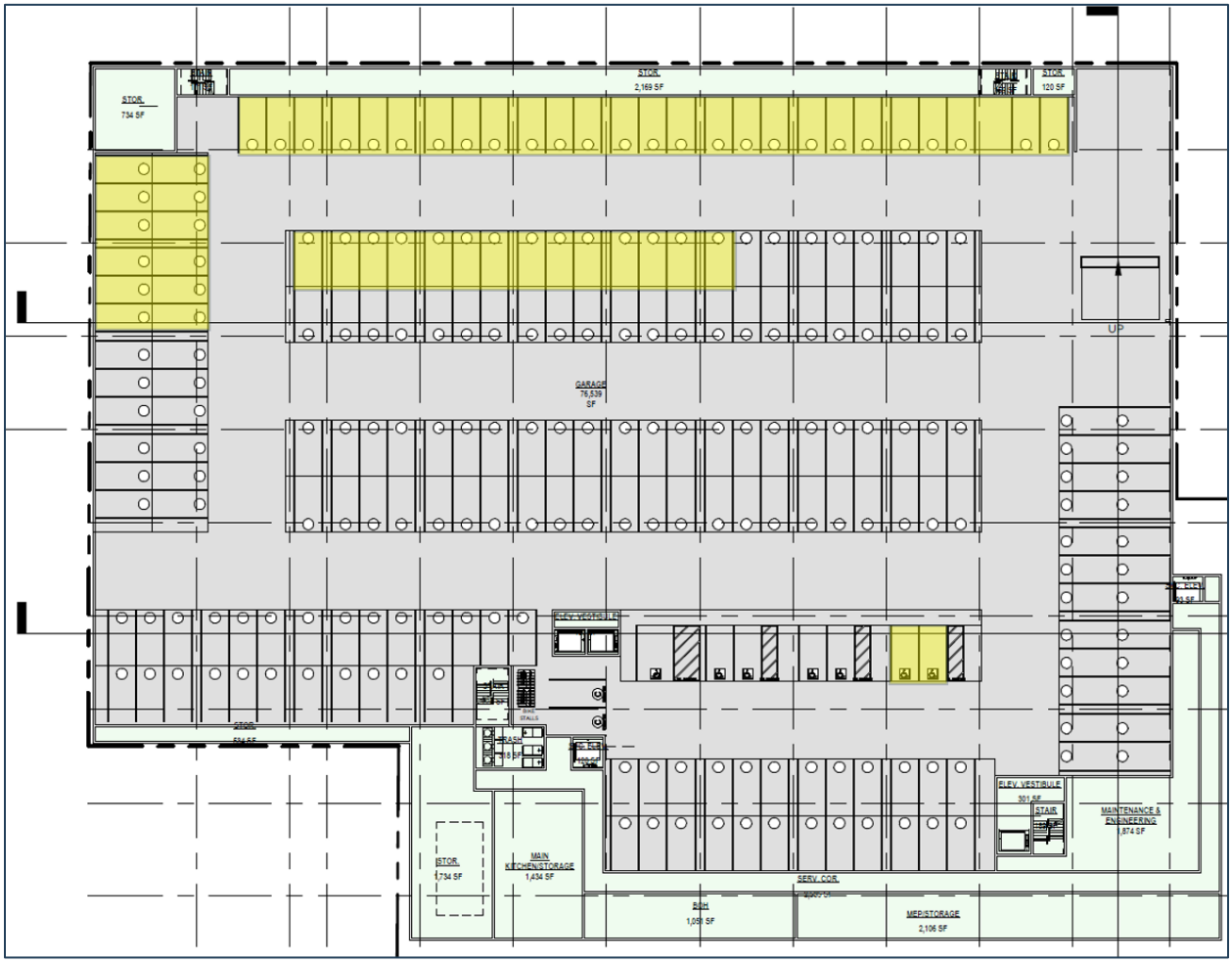
27. How can the public follow the development? All residents within the notice perimeter for the project will continue to receive notices of public meetings and each public meeting will be noticed in the paper and on the Town's website.

MOGUL CAPITAL

Parking Management Plan

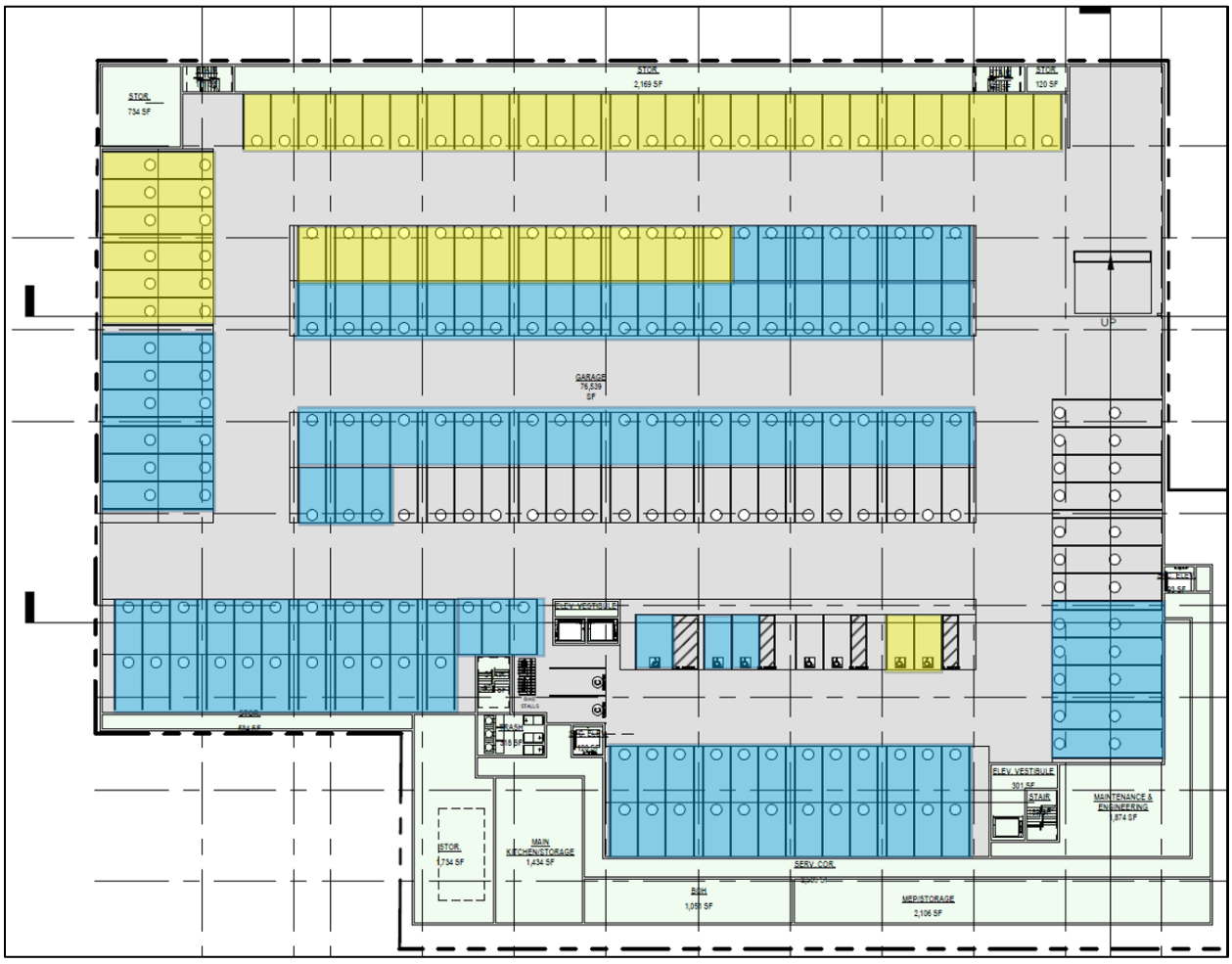
Residential Unit Parking

The proposed property has 36 residential units. In compliance with the LDRs, these units are allocated 1.5 parking spaces per unit for a total of 54 parking spaces. These parking spaces are located within the subterranean parking garage. If there are certain units that have a need for two parking spaces, Mogul plans to explore providing those units with a single tandem space, which will allow that condominium owner to manage their own parking for two vehicles. As such, the current plan includes 42 individual spaces and 6 tandem (2) spaces, for a total of 54 parking spaces allocated to the residential component. Included in the individual space count are two handicap spaces, which will be allocated based off of need/requirement. Valet parking will be available at the Property for both condominium owners and hotel guests. If valet parking is desired by a condo owner, they will be able to access that service and have their car delivered to the front entrance off of North Cache. These spaces will be marked with signage and numbers that allocate them specifically to units and prevent hotel or retail guests/visitors from parking in the allocated spaces for the condominiums. The exhibit detailed below shows the spaces currently allocated to the residential units as highlighted in yellow.



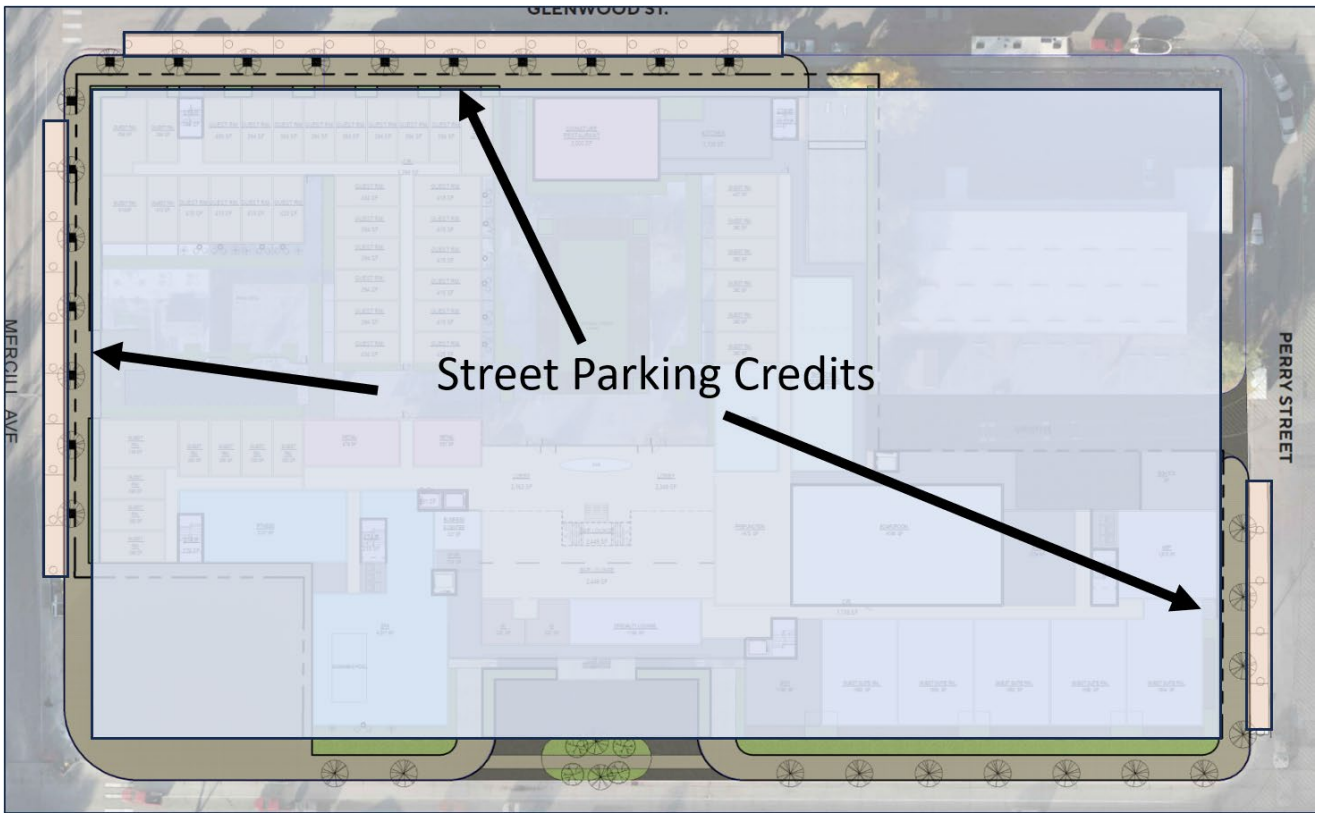
Hotel Parking

The proposed property includes 171 hotel rooms. Per the LDRs, each room is allocated 0.75 parking spaces, for a total of 129 parking spaces allocated for hotel guest use. These 129 spaces are located within the subterranean parking garage at the property. Guests will have the option to park their vehicle themselves or utilize valet parking depending on the space type (single versus tandem). Of the 129 allocated spaces, 61 spaces are single spaces that can be self-parked. The remaining 68 spaces are provided through tandem spaces. These spaces will be valet parked. Depending on capacity, if the single parking spaces are full, valet parking will be required for guests arriving, although it is not expected that the car park will be completely full often. Within the single space count, three handicap spaces are allocated to the hotel use, which will be allocated based off of need. The exhibit shown below details the spaces allocated to the hotel rooms, which are shown as highlighted in blue.



Retail Parking

The property will include retail services open to both guests and the public. These retail services include a signature restaurant, hotel bar & lounge, café, and retail stores. There are 37 parking spaces within the parking structure allocated for retail parking, which can be valeted or self-parked depending on the space type. There are 23 single stall spaces available to be self-parked and seven tandem (2) spaces that can valet parked. Within the single stall count, there are two handicap spaces that are allocated to the retail parking. In addition, there are 27 street parking credits associated with the property, per the LDRs. The street parking credits are shown along Mercill, Glenwood, and Perry Street. This totals to 64 parking spaces for retail and property use. Mogul Capital estimates that while all retail services are open to the public, approximately two-thirds of patrons of the hotel bar & lounge and café will be hotel guests and residents who are parked within the guest/resident parking. The purple highlighted sections in the exhibit below detail the proposed retail parking allocation. Following the below exhibit is an additional exhibit that details the street parking credits along Mercill, Glenwood, and Perry Street.


GLENWOOD ST.
MERGUI AVE
PERRY STREET
Street Parking Credits

MOGUL CAPITAL

Housing Mitigation Plan – North Cache

Housing Credits:

In review of prior uses of the site, the housing credit calculator provides housing credits for the project. These prior uses include the following:

- 375 N Cache: Teton Texaco
  - Prior use included 3,000 sf of heavy retail and service, as the space was utilized as a gas station.
  - This use equates to 0.369 housing credits, per the housing calculator
- 355 N Cache: The Old Orvill's Thrift Shop
  - Prior use included a thrift shop (retail) which occupied 2,500 sf
  - This use equates to 0.539 housing credits, per the housing calculator
- 335 N Cache: Lewis & Clark
  - Prior use included an expedition company that occupied 1,500 sf
  - This use equates to 1.440 housing credits, per the housing calculator
- 325 N Cache & 45 Mercill: Pioneer Motel
  - Prior use included the Pioneer Motel, classified as conventional lodging. The Pioneer Motel held 25 keys.
  - This use equates to 2.554 housing credits, per the housing calculator
- 330 N Glenwood & 65 Mercill: Office
  - 330 N Glenwood: Use of the site includes an office building totaling 16,459 sf
  - 65 Mercill: Use of site includes an office building totaling 5,366 sf
  - This use equates to 5.204 housing credits, per the housing calculator
- 360 N Glenwood & 370 N Glenwood: Residential House
  - Use of site included a detached single family unit (unrestricted), totaling 1,216 sf
  - Use of site includes a detached single family housing, totaling 1,840 sf
  - This use equates to 0.072 housing credits, per the housing calculator

In total, the prior uses of the site equate to 10.177 per the TOJ housing calculator (attached herein)

Pursuant to the Jackson/Teton County Affordable Housing Checklist – Housing Mitigation Plan submittal, please see Mogul Capital's responses below.

As the Town is aware, Mogul Capital intends to utilize The Loop, the 194-unit approved multifamily development located off of South Park Loop Road, to mitigate the housing requirements generated by the proposed Project. The housing mitigation calculator indicates that 9.457 units are required to mitigate the project. If the project is approved, Mogul Capital would agree to deed restrict these 10 rental units at The Loop. The mitigation calculator and LDRs indicate that those units will be spread as follows:

- AMI Range: 0-50%
    - 2 Studios
    - 1 Two-bedrooms
- AMI Range: 50-80%
    - 0 Studio
    - 1 Two-bedroom
- AMI Range 80-120%
    - 2 Studios
    - 3 Two-bedrooms
- Workforce:
    - 1 Three-bedroom

Per the Phasing Plan comment, The Loop will consist of two buildings. Both buildings will include a diversified mix of affordable, workforce, and market rate housing. All units in each building will be available once the respective building is delivered and a certificate of occupancy is received. Thus, those deed restricted units would be available at the same time as the market rate units.

In addition, Mogul is utilizing the 2:1 bonus housing tool for the proposed Project. As such, Mogul is required to mitigate approximately 37,088 sf of workforce deed restricted housing. This 37,088 sf would also be further deed restricted offsite at The Loop. The Town and Mogul Capital have had conversations surrounding this offsite mitigation of the 2:1 bonus workforce housing. Although not specifically provided for in the LDRs, Mogul believes this should be permitted, in line with how it is permitted for the affordable housing component. This will deliver workforce units much quicker than if they were built onsite. In addition, the tenants will not have to live and work on the same site, creating a separation of work and life. The Loop is better situated for livability, with walking access to necessary retail, grocers, sports complexes, recreational trails and good start services. Mogul is confident that the permanent mitigated individuals would rather live in a residential development than within a hotel and condominium building. The Loop is located in an area designated for residential development whereas the North Cache Project is more suited towards visitor services.

The 37,088 sf of housing required equates to approximately 38 workforce units at The Loop. It should be noted that these numbers are subject to change with refined calculations as the design progresses. While exact details will be finalized following sketch plan approval, these units are anticipated to be distributed between both buildings at The Loop. In addition, these units would

be distributed between studios, one-bedroom, two-bedroom, and three-bedroom units. While this would also be finalized following the conceptual sketch plan approval, initial math indicates that the 38 workforce units would be distributed as follows:

Workforce Unit Breakdown			
Unit Type	Qty	Unit SF	Total SF
Studio	2	391	782
1 BR	9	735	6,615
2 BR	13	1,084	14,092
3 BR	14	1,135	15,890
Total	38	-	37,379

Jackson/Teton County Affordable Housing Checklist - Housing Mitigation Plan

(LDR Division 6.3.6)

Every development application must include a Housing Mitigation Plan for sufficiency. Every Housing Mitigation Plan is required to contain the following information:

Applicability (LDR 6.3.6.A.3.a)

1. Does your development qualify for an exemption from a housing mitigation requirement? Yes ☐ No ☒
If yes, explain and refer to the proper LDR _____

2. Are there credits associated with your development? Yes ☒ No ☐ If yes, explain where the existing credits came from, provide the calculation, and refer to the proper LDR.
Yes, the credits are associated with the prior uses of the site. These uses are detailed in the attached housing mitigation calculator.

Calculation of Requirement (LDR 6.3.6.A.3.b)

3. Does your development require or are you otherwise requesting approval of an Independent Calculation (LDR section 6.3.3.B)? Yes ☐ No ☒

If yes, provide the calculation according to 6.3.3.B.2 along with impact analysis, verifiable local information, industry specific rather than business specific data, etc. The Planning Department is available to help with this calculation prior to submittal of your application. Attach as a separate sheet.

☒ I have attached a separate sheet with the calculation and supporting data for my Independent Calculation

Housing Mitigation Requirements Calculator. If no to 1 and 3 above, calculate your development's requirement, using the Housing Mitigation Requirements Calculator. The calculator can be found at this link: www.jacksonwy.gov/200/Planning Attach a copy of the first page of the calculator showing the calculations and requirements with your Housing Mitigation Plan. The Planning Department is available to help with this calculation prior to submittal of your application.

☒ I have attached a copy of the first page of the Housing Mitigation Requirements Calculator which includes my requirement and unit types.

Type of Affordable Housing Provided – Standard Restrictions. (LDR 6.3.4)

4. How many ownership or rental units are you proposing in which income ranges with how many bedrooms? Please complete the matrix below:

Bedrooms	0 – 50%	50% - 80%	80% - 120%	Workforce	Ownership or Rental
1-bedroom	2		2		Rental
2-bedroom	1	1	3		Rental
3-bedroom				1	Rental

Special Restriction. The Special Restriction is a contract between The Board of County Commissioners or the Town Council and the owner of real property developed or designated to satisfy the development requirements. The Special Restrictions will be recorded on the property. Appropriate restriction templates can be obtained from the Jackson/Teton County Affordable Housing Department or at this link: www.tetonwyo.org/1856/Deed-Restriction-Templates .

☐ I have attached a draft of the Standard Restrictions for each unit.

Livability Standards (LDR 6.3.4.D and E) (Rules and Regs Section 2-3). Restricted housing must comply with the Livability Standards in the Jackson/Teton County Housing Department Rules and Regulations. The Livability Standards include amount of cabinetry/counter space, storage, closets, room sizes, appliances, laundry facilities, bathrooms, etc. The Rules and Regulations can be found at this link: www.tetonwyo.org/1332/Housing-Rules-and-Regulations .

☒ I have reviewed the Livability Standards and understand the requirements. I have/will contact the Housing Department for approval of my units early in the design process to get their approval prior to submitting for building permit.

Method for Providing Required Housing (LDR 6.3.5)**:**
One or a combination of the below methods may be proposed to satisfy your housing requirement. They are listed in the order of preference/priority. Highest priority must be used unless it is demonstrated that a higher priority is impracticable (LDR 6.3.5.C)

1. Construction of new units either on-site or off-site (LDR 6.3.5.D.1).
2. Conveyance of land for affordable/workforce housing (LDR 6.3.5.D.2).
3. Utilization of a banked affordable or workforce housing unit (LDR 6.3.5.D.3).
4. Restriction of an existing residential units as an affordable/workforce housing unit (LDR 6.3.5.D.4).
5. Payment of an in-lieu fee (LDR 6.3.5.D.5).

☒ I have attached a detailed explanation of my proposed method of providing Required Housing.

Phasing Plan (LDR 6.3.5.A.3). Restricted Housing Units shall be ready for occupancy no later than the free market portion of the development is occupied. If the free market portion is to be developed in phases, then the Restricted Housing Units shall be developed prior to or in proportion to the free market portion.

☒ I have attached a detailed description of my phasing plan as it pertains to Affordable/Workforce units.

Housing Mitigation Plan

updated 3/8/21

Development of a new house, hotel, or commercial space generates the need for employees. The construction workforce builds the space, the commercial workforce or residential service workforce works in the space, and first responders are needed to protect the space. Only about 27% of the employees generated by development can afford housing in the community, but the community's "community first" character goal is that 65% of employees live locally. To bridge this affordability gap, each development is required to include affordable workforce housing proportional to the employees it generates.

These housing mitigation requirements are established in Division 6.3 of the Land Development Regulations. This worksheet is intended to assist in meeting the requirements for a project. However, an error in the worksheet does not amend the actual standard; if you find an error please notify the Planning Department. Fill in the highlighted cells, all the other cells will autopopulate.

Calculating the Requirement (Sec. 6.3.2 & 6.3.3)

Step 1: Location — Town of Jackson

The applicable regulations vary by jurisdiction please identify the location of your project using the above dropdown options.

The required housing is based on the existing and proposed use of the site. Step 2 is to enter the existing use and Step 3 is to enter the proposed use. Section 6.3.2 of the LDRs establishes the applicability of the affordable workforce housing standards and Section 6.3.3 establishes the specifics on calculation of the requirement. Enter each use in its own row, add rows if needed. If a building has multiple units with the same use, describe each unit in its own row. (For example: if a duplex is composed of a 2,300 sf attached unit and a 1,700 sf attached unit, put each unit in its own row do not put in 4,000 sf of attached single-family.) If a unit type (e.g. apartment floor plan, or commercial tennant space) is replicated exactly multiple times, you may use the "Use Quantity" column to avoid adding multiple rows.

Step 2: Existing Development

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

Existing Use (Sec. 6.3.2.A)	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Credit
Conventional Lodging	0.102*bedrooms	1	0	25	2.554
Office	0.000247*sf		21094	1	5.204
Retail	0.000216*sf		2500	1	0.539
Outfitter/Tour Operator			1500	1	1.440
Heavy Retail/Service	0.000123*sf		3000	1	0.369
Detached Single-Family Unit (Unrestri	0.000017*sf+(Exp(-15.49+1.59*Ln(sf)))/2.176		1528	2	0.072

Existing Workforce Housing Credit 10.177

Step 3: Proposed Development

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

Proposed Use	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	**Housing Required**
Conventional Lodging	0.102*bedrooms	1	0	171	**17.467**
Restaurant/Bar	0.000599*sf		2000	1	**1.197**
Retail	0.000216*sf		2497	1	**0.539**
Restaurant/Bar	0.000599*sf		720	1	**0.431**

Affordable Workforce Housing Required: 9.457 units

Fee-in-Lieu Amount: n/a

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

Type of Units Required (Sec. 6.3.4)

Step 4: Type of Units Required

The LDRs include a schedule for how many units have to be affordable to each income range and how many units have to have 1, 2, or 3 bedrooms. The LDRs also allow for adjustment, subject to approval by the Housing Director. To propose an adjusted allocation, change the values in the gold cells; the customized allocation must meet the customization rules provided. If a rule is violated, the cell will turn red. See also Section 6.3.4 of the LDRs.

Affordability	LDR Schedule	Proposed	Custom %	Customization Rules
Units Affordable to Households making 50% Median Income	3.000	**3.000**	32%	Custom % shall be ≥ 25%
Units Affordable to Households making 80% Median Income	1.000	**1.000**	11%	Custom % shall be ≥ 19%
Units Affordable to Households making 120% Median Income	4.457	**4.457**	47%	Custom % shall be < 43%
Workforce Units	1.000	**1.000**	11%	Custom % shall be < 13%
Total	9.457	9.457	Proposed total sall be >= Required	

Bedroom Mix	1 Bed/Studio	2 Bedroom	3 Bedroom	Total Units	Total Employees Housed	Customization Rule
LDR Schedule	4.000	4.457	1.000	9.457	17.022	The Proposed total shall be greater than
Proposed Allocation	**4.000**	**4.457**	**1.000**	9.457	16.814	or equal to the Schedule total
Employees per Unit per LDRs	1.45	2.00	2.10	1.80		

Step 5: Distribution of Affordability by Unit Size

The bedroom mix must be proportionaly distributed among the affordability mix. If you modify the distribution (gold cells) the totals must match your allocation totals (they will turn red if they do not). A customized distribution should be within 1 (rounded up or down) of the even distribution displayed (it will turn red if it is not). See also Section 6.3.4 of the LDRs.

Requirement Distribution					Even Distribution		
	1 Bed/Studio	2 Bedroom	3 Bedroom	Total	1 Bed/Studio	2 Bedroom	3 Bedroom
Affordable to 50% Median Income	**2.000**	**1.000**	**0.000**	3.000	1.286	1.286	0.429
Affordable to 80% Median Income	**0.000**	**1.000**	**0.000**	1.000	0.429	0.429	0.143
Affordable to 120% Median Income	**2.000**	**2.457**	**0.000**	4.457	1.910	1.910	0.637
Workforce Restriction	**0.000**	**0.000**	**1.000**	1.000	0.429	0.429	0.143
Total	4.000	4.457	1.000				

Once you have determined the proposed distribution please fill out the Method Sheet regarding how the required housing will be provided.

CONSTRUCTION MANAGEMENT PLAN

Summary

NORTH CACHE HOTEL & CONDOMINIUMS

1. Construction of a hotel & condominium building. The property is also intended to include retail with a restaurant, café, spa and bar.

2. The proposed schedule will be finalized once the Project has proceeded through the necessary entitlement approvals with the Town of Jackson.

3. The right-of-way easement work is scheduled to be 30-day duration and the anticipated start date will be determined further in the design and approval process.

4. Public Impact Notice, Construction Parking, Site logistics, temporary use of streets, alleys and public property will be addressed in the permit application.

5. Stormwater Prevention Plan will likely include sandbags around all storm drain and detention areas. Rough grading will also be completed to drain storm water to the controlled detention areas. Mogul Capital plans to work with the TOJ to construct a detailed Stormwater Prevention Plan.

6. Site Plan will be provided when plans are submitted to the city. Construction Management Plan will be negotiated with the TOJ and will show the proposed work, temporary facilities, barriers, pedestrian routes, haul routes, and adjacent streets with sidewalks.

7. As of now, the intent is to setup a crane as needed on site. Current plans would include the need for two cranes, but that may change through the process. A Crane Agreement will be provided if cranes are to be erected on Town's property. A Crane Swing Agreement is for cranes that encroach into the airspace above Town right-of-way or easements. The agreement will be provided prior to crane erection. We understand there will be additional insurance required for this scope.

8. We understand the criteria's needed for protection of pedestrians: barriers to be no less than 6' in height, barriers will be placed on the side of the walkway nearest the construction, barriers will extend full length of the construction site, openings in such barriers will be protected by gates/doors that are normally kept closed and it will not interfere with Town Snow Removal Operations. We will be in compliant with Barrier and Covered Walkway Criteria.

9. All Stabilized construction access will be maintained.

10. Traffic Control plans will be submitted with permit applications if any traffic control is necessary.

11. Shoring Plans will be provided with grading permit application.

DETAILED LITERATURE

Construction Management Plan: Lots 1-12, 15-18 Block 3 J.R. Jones Addition Plat No 113

Project Scope:

The North Cache project consists of a hotel and condominium structure with underground parking. Once a permit is in place we intend to clear and grub the lot, relocate utilities and begin with shoring and the underground parking garage. The project will be built onsite and a more detailed scope will be provided through the process. Once we break ground we anticipate the project duration to be less than 36 months.

Public Impact:

Owner/Contractor will coordinate with Town of Jackson (TOJ) to develop a distribution list of neighbors that may be affected by construction activities, including the TOJ Engineering Division. Shaw will work to minimize any effect on adjacent properties by maintaining proactive communication including giving a minimum 48-hour notice of any closures and after-hours work. Owner/Contractor acknowledges that the right-of-way (R.O.W.) is a shared public use area and will coordinate with TOJ and neighbors for special event planning and construction activities that will encroach on the R.O.W.. Along US-191, pedestrian traffic will be controlled with temporary signage at street, intersections and property boundaries.

Site Logistics & General Staging Plan:

Site logistics will be included in the submission package. The staging area will house contractor's job office trailer, material laydown, dumpsters, temporary toilets, and construction worker parking. Construction work hours, unless by special exception, will be Monday-Friday 7AM-7PM and 8AM-5PM during weekends and holidays.

Site Fencing & Access:

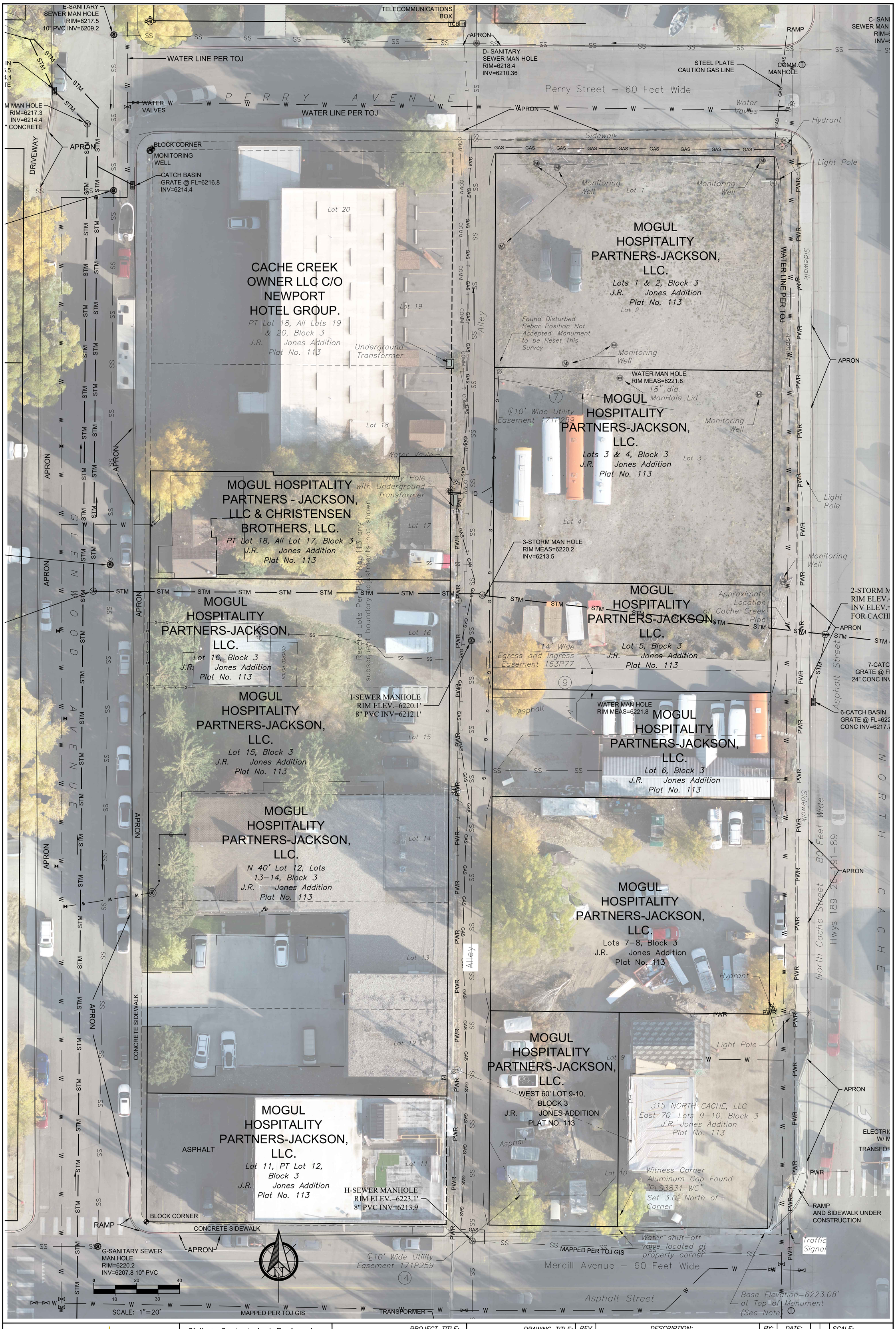
The entire site will be surrounded by temporary metal construction fence with fabric screen. The fence will be placed at the back of sidewalk on the plan north boundaries of the property, near the property line on all four sides. Vehicle gate in the fence will be placed at main entrance into the property on the Glenwood Ave side and be utilize for delivery trucks to pull-through to laydown area. Vehicle gate will include vehicle tracking control pads and a skid steer with sweeper attachment will remain on site to maintain clean roads.

Parking, Street, & Alley Encroachments:

It is anticipated that site logistics will require minimal portions of the adjacent street lanes and sidewalk MAY be occupied by construction equipment or staging at different times during the project. Contractor will follow the temporary use criteria for the use of public property.

Stormwater Management:

All erosion control measures and BMPs will be implemented per plan as developed by the civil engineer, including inlet protection and perimeter controls. All stormwater will be contained to the site with no runoff or outfalls. Vehicle tracking control mats will be installed and maintained at all vehicle access points. Temporary toilets will be properly bedded and staked. Gas, diesel, and oils will be stored in proper containment vessels. Shoring: Shoring will not be required during Phase 1, but will be required for Phase 2 excavation. Details of shoring for Phase 2 will be included on a Phase 2 construction management and staging plan. Method of shoring will be determined following finalization of new foundation's structural design. If soil nails or any other method requiring encroachment into Town's right of way is proposed, then an encroachment agreement will be applied for well in advance of excavation.



SCG Summit Consulting Group	Civil + Geotechnical Engineering, Geology, Groundwater, and Construction Administration 2100 Wilson Road • P.O. Box 6482 Jackson, WY 83001 • Jackson, WY. 83002 307.413.4399 • www.scgengineering.com	PROJECT TITLE: **JACKSON MIXED USE DEVELOPMENT** MOGUL HOSPITALITY PARTNERS TOWN OF JACKSON, WY	DRAWING TITLE: **EXISTING CONDITIONS SITE PLAN**	REV. / DESCRIPTION: / BY: / DATE: A ---- RS ----	CHECKED BY: RS PROJECT NO. 164171 SCALE: **1" = 20'** (24"x36" SHEET) SHEET NO. **C1**

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REV.	DESCRIPTION:	BY:	DATE:
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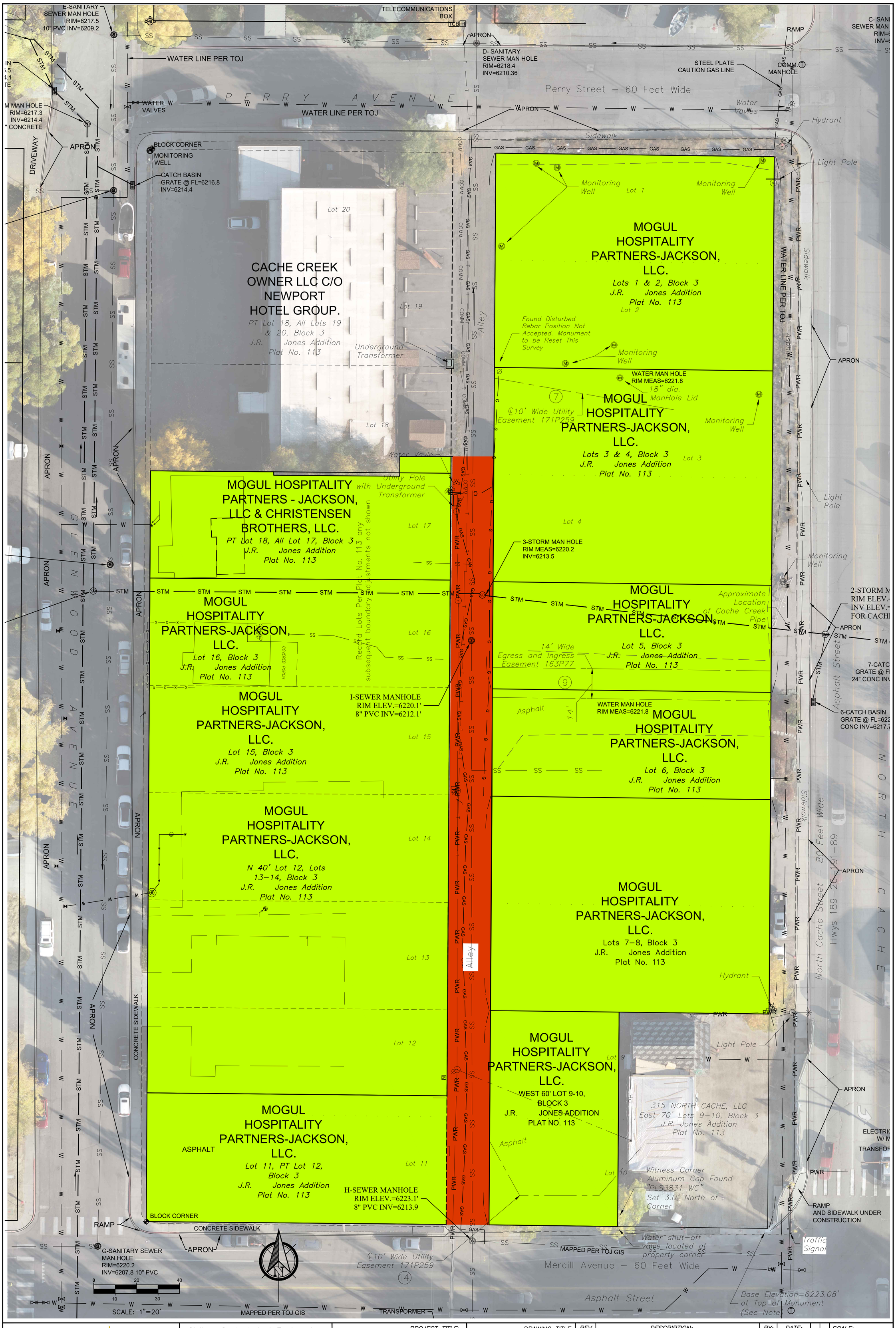
CHECKED BY: RS
PROJECT NO. 164171

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

SHEET NO. **C2**



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REV.	DESCRIPTION:	BY:	DATE:
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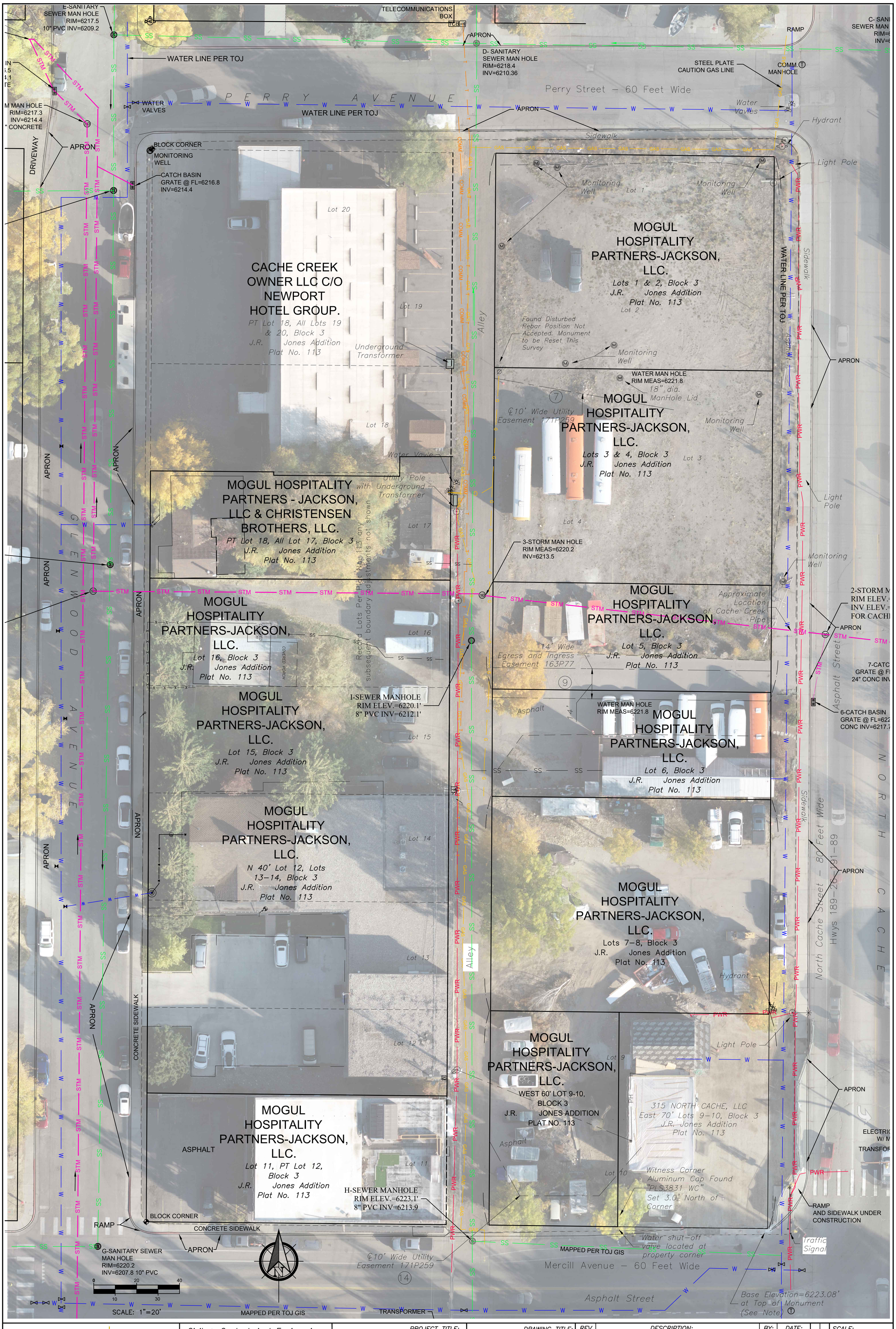
CHECKED BY: RS
PROJECT NO. 164171

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

SHEET NO. C3



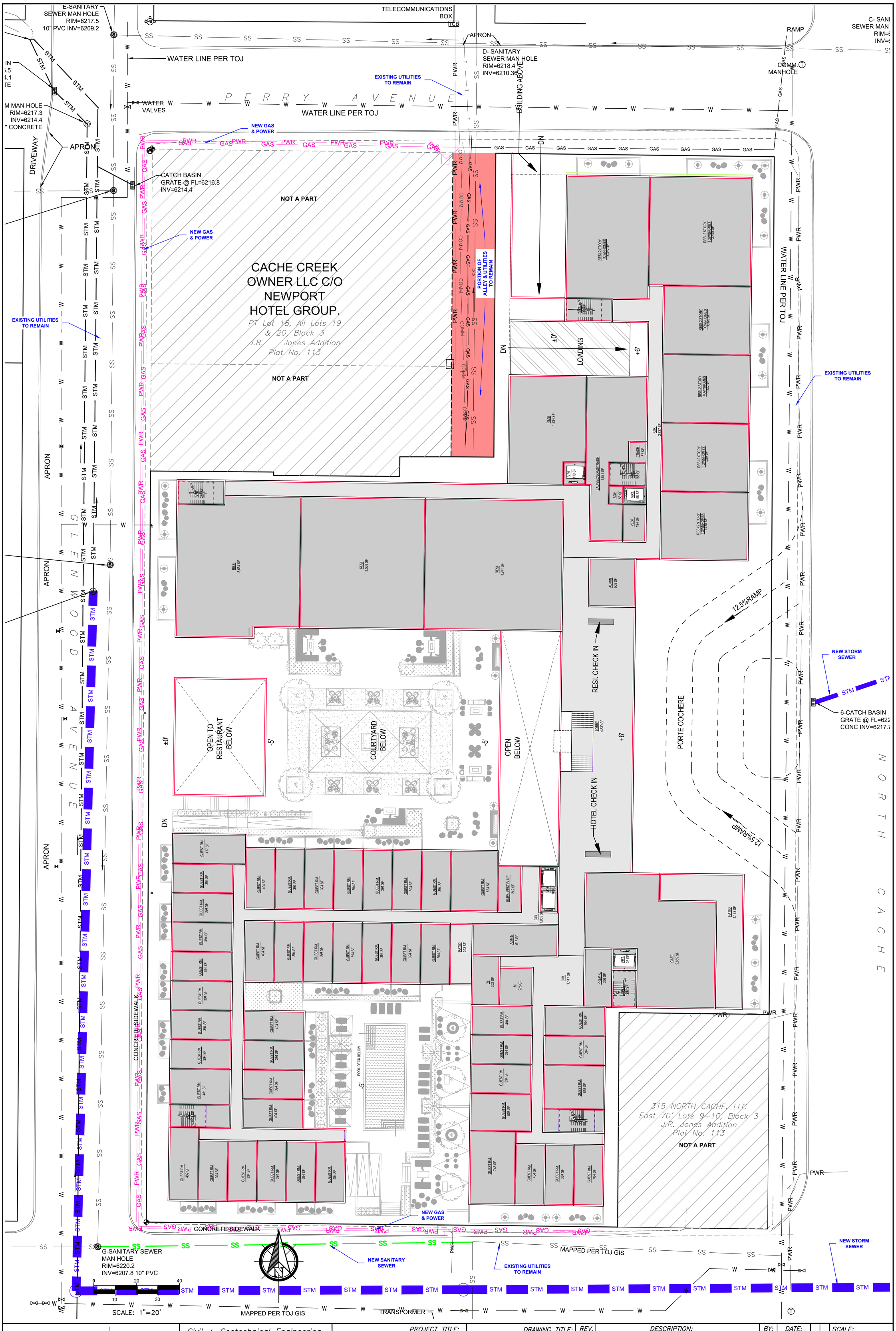
SCG Summit Consulting Group	Civil + Geotechnical Engineering, Geology, Groundwater, and Construction Administration 2100 Wilson Road • P.O. Box 6482 Jackson, WY 83001 • Jackson, WY. 83002 307.413.4399 • www.scgengineering.com	PROJECT TITLE: **JACKSON MIXED USE DEVELOPMENT** MOGUL HOSPITALITY PARTNERS TOWN OF JACKSON, WY	DRAWING TITLE: **MOGUL HOSPITALITY EXISTING UTILITY PLAN**

REV.	DESCRIPTION:	BY:	DATE:
A	----	RS	----

CHECKED BY: RS
PROJECT NO. 164171

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

SHEET NO. **C4**



SCG Summit Consulting Group	Civil + Geotechnical Engineering, Geology, Groundwater, and Construction Administration 2100 Wilson Road • P.O. Box 6482 Jackson, WY 83001 • Jackson, WY. 83002 307.413.4399 • www.scgengineering.com	PROJECT TITLE: **JACKSON MIXED USE DEVELOPMENT** MOGUL HOSPITALITY PARTNERS TOWN OF JACKSON, WY	DRAWING TITLE: **MOGUL HOSPITALITY PROPOSED SITE PLAN**	REV.	DESCRIPTION:	BY:	DATE:	CHECKED BY: RS PROJECT NO. 164171	SCALE: **1" = 20'** (24"x36" SHEET) SHEET NO. **C5**
				A	----	RS	----		

Mark Gordon
Governor

WYOMING Department of Transportation

"Provide a safe and effective transportation system"

3200 Elk Street, Rock Springs, Wyoming 82901

Darin J. Westby, P.E.
Director

January 22, 2024

Brad Wagstaff
Mogul Capital, LLC
376 Gateway Dr.
Heber City, UT 84032
Via email: bradw@mogulcapital.com

Re: Access Committee Review
US 89, MP 154.8 LT

Dear Mr. Wagstaff,

I am in receipt of the access appeal decision and letter dated January 19, 2024 from the Access Review Committee. The proposed access at Milepost 154.8 LT was allowed as a right-in/right-out only access. Please provide updated detailed plans at your earliest convenience for the proposed 'pork chop' island.

If the above Access Review Committee decision is not acceptable to you, you have the right to request, in writing, a contested case hearing before the State of Wyoming Office of Administrative Hearings. To request a contested case hearing, contact WYDOT District Engineer John Eddins, in writing, at 3200 Elk Street, Rock Springs, WY, 82901, within 30 days of receipt of this letter.

You may also appeal this decision through an informal hearing before the Wyoming Transportation Commission. To request an informal hearing before the Commission, please contact Ms. Caitlin Casner, Transportation Commission Secretary, in writing, at 5300 Bishop Boulevard, Cheyenne, WY, 82009-3340, within 30 days of receipt of this letter.

The outcome of either hearing is final, and no other appeals are available.

If you have any other questions or concerns, please contact me at 307-352-3000.

Sincerely,

Darin D. Kaufman, P.E., PTOE
District 3 Traffic Engineer

Attachment(s): January 19, 2024 Access Review Committee Letter

cc: File
Joel Meena, P.E., WYDOT State Traffic Engineer, Cheyenne, WY
Caitlin Casner, Secretary, Wyoming Transportation Commission, Cheyenne, WY
Matt Carlson, P.E. WYDOT State Highway Safety Engineer, Cheyenne, WY
Kevin Lebeda, WYDOT Lands Management Administrator, Cheyenne, WY
Tom DeHoff, P.E. WYDOT Assistant Chief Engineer for Operations, Cheyenne, WY
John Eddins, District Engineer, WYDOT, Rock Springs, WY
Kurt Covert, Area Maintenance Supervisor, WYDOT, Pinedale, WY
Troy Jerup, Maintenance Foreman, WYDOT, Jackson, WY
Tara Finley, Traffic Technician, WYDOT, Rock Springs, WY
Jordi Berrett, Hales Engineering, via email: jordi@halesengineering.com

Mark Gordon
Governor

WYOMING Department of Transportation

"Provide a safe and effective transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340

Darin J. Westby, P.E.
Director

January 19, 2024

Darin Kaufman, P.E.
WYDOT District 3 Traffic Engineer
3200 Elk Street
Rock Springs, WY 82902

RE: Access Appeal – US 89, MP 154.8

Dear Mr. Kaufman,

On January 19, 2024 the WYDOT Access Review Committee voted to determine the status of a new commercial access request from Mogul Capital in Jackson, Wyoming for a new hotel and residences. A spacing violation was the reason for the district denial. The committee decided (2-1) to allow the new commercial access with limited movements. The applicant must provide the district with an engineering drawing for your approval concerning the approach islands.

Please call me at (307) 777-4374 if you would like to further discuss this matter and thanks for attending the meeting.

Sincerely,

Joel Meena, P. E.
State Traffic Engineer

cc: Caitlan Casner, Secretary of the Wyoming Transportation Commission
Matt Carlson, P. E., State Highway Safety Engineer
Kevin Lebeda, Lands Management Administrator
Tom DeHoff, P.E., Assistant Chief Engineer Operations

From: noreply@civicplus.com
Sent: Tuesday, April 23, 2024 6:57 PM
To: Town Council
Subject: Online Form Submittal: Alexander Muromcew Email the Town Council

Email the Town Council

Email Content:	Dear Town Council. I share the concern of many town and county residents over the massive scale of the proposed hotel on North Cache Street. It is completely out of character with every other building in town and sets a terrible precedent going forward. We were so lucky that there is not a massive hotel on East Broadway where the green space is now. This proposed hotel, which seems to be grossly out of compliance with the Town Design Standards, would be several times larger. Please reject the current proposal.
Your Name:	Alexander Muromcew
Your Company Name:	*Field not completed.*
Your Phone Number:	*Field not completed.*
Your Email Address:	amuromcew@yahoo.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Tuesday, April 23, 2024 5:49 PM
To: Town Council
Subject: Online Form Submittal: April Fout Email the Town Council

Email the Town Council

Email Content:	This project and so many others that you all have approved are the reason that we left Jackson for Star Valley. You are ruining the Town. It is turning into an overgrown city, not a small Western town with charm and history. This is why locals are leaving and big corporations, developers and tourists are taking over. Shame on you all.
Your Name:	April Fout
Your Company Name:	N/A
Your Phone Number:	N/A
Your Email Address:	arfout@att.net
Your City:	Star Valley Ranch
Your State:	WYO
Your Zip Code:	83127

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2024 11:46 AM
To: Town Council
Subject: Online Form Submittal: AW Barbour Email the Town Council

Email the Town Council

Email Content:	355 N. Cache Where is the green space for this behemoth? Will they do a green planted roof? Overbearing, visual blight. Jackson truly has lost its way. Why I call your whole valley CHAOS these days. And avoid Jackson at all costs. AW Callison, Denver
Your Name:	AW Barbour
Your Company Name:	*Field not completed.*
Your Phone Number:	*Field not completed.*
Your Email Address:	awbarbour@aol.com
Your City:	*Field not completed.*
Your State:	*Field not completed.*
Your Zip Code:	*Field not completed.*

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Friday, April 26, 2024 4:56 PM
To: Town Council
Subject: Online Form Submittal: Ben Musser Email the Town Council

Email the Town Council

Email Content:

Hello Town Council,

I hope this email finds you well. I'm emailing about the proposed development at 355 N. Cache St.

It's depressing to have to write in each year about these proposed projects from companies that have little to no ties to our community. Each year it seems like we have to fend off the greed of corporations trying to exploit Jackson, attempting to make this place more like other ski towns. But, it is well worth my time to write in to hopefully help protect the character of this special place.

In this particular case, the aesthetic is dated, tired, cliche and reminds me of an early 2000s building in Kimball Junction/Park City, UT. Frankly, it's gross. It looks like there are no less than 4 different materials on the outside of the building. No cohesion. It's heinous looking, not to mention anything of its size.

When I see these proposals, I ask myself, "why"? It solves exactly zero problems we have here.

-Does it improve traffic? No. It makes things worse. 170 more hotel rooms? What greed. Should we ask WYDOT to make the roads 3 lanes in each direction, then?

-Does it alleviate the housing crisis? No. It sounds like some housing is provided, but it will take many more people to run this grotesque, character-suffocating hotel/shopping mall. It will make the housing crisis grow. Service in this town is already poor since businesses have to hire new people every 3-4 months as their workers can't find housing. Wonderful local businesses are closing because it's just too difficult. It's impossible to get trade workers, electricians, plumbers to one's house or business. This proposed development makes all of

these things worse.

-Does is add to the character of our town? No. It looks like any other terrible development in Utah or Colorado boasting hotel, retail spaces, and mediocre, tourist-driven restaurants. It brings Jackson down, without a doubt.

-Does it improve the lives of folks who live here? No. This is strictly designed for tourists. And as if we need more tourists. I don't resent the many tourists we already have, but the notion we can accommodate or need more is preposterous. It's overt greed.

-Does it help alleviate the water supply issues we began to experience a few years ago? Absolutely not. It makes things worse. It spreads our water supply even thinner.

-Does it help our air quality? Absolutely not. Adding more cars, more construction, more burning of fossil fuels will make our air quality worse.

So what are the pros? Money, money, money... right? More, more, more. The grotesque American way. It's shameful. Sure there will be more jobs, but there are already numerous jobs here. More positions than can be filled by every account. Local restaurants can't find enough help. Not enough tradesmen and women. Landscaping companies can't find enough workers. Workers have to drive in from hours away, burning more and more fossil fuels. It's unsustainable. So, why the heck would we add to the unsustainable path we are already on and exacerbate the situation? Who is actually in favor of this? Unquestionably a minority. Likely, only those who will pocket more money.

Thank you for considering my comments and for voting against this ugly, characterless, greed-inspired development that will exacerbate many of our community's problems, and alleviate none.

Sincerely,
Ben Musser

Your Name:	Ben Musser

Your Company Name:	*Field not completed.*
Your Phone Number:	512-461-2929
Your Email Address:	benrmusser@gmail.com
Your City:	Wilson
Your State:	Wyoming
Your Zip Code:	83014

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Tuesday, April 23, 2024 7:31 PM
To: Town Council
Subject: Online Form Submittal: Bobby Stein Email the Town Council

Email the Town Council

Email Content:	I am writing to you concerning the proposed new gigantic hotel and condominiums to be built at 355 North Cache St. The size of this buildings project is insane and will be the largest building in Teton County. My main issues are the amount of new autos using our already totally clogged roads which are in constant gridlock and where are the employees going to live with the acute affordable housing shortage we now have. If you the town council approves this project you will just make the two issues that I listed even worse. At times you our elected officials must make the decision that is best for all of us by not approving this project!
Your Name:	Bobby Stein
Your Company Name:	*Field not completed.*
Your Phone Number:	757-650-1610
Your Email Address:	cookestein@gmail.com
Your City:	Jackson
Your State:	Wyoming
Your Zip Code:	83001

Email not displaying correctly? View it in your browser.

Tyler Valentine

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2024 8:12 PM
To: Town Council
Subject: Online Form Submittal: Brenda Cubbage Email the Town Council

Email the Town Council

Email Content:	I live north of town out near the airport. I drive past the land where this proposed development is slated to be built every time I come to town. I am strongly opposed to such a project in that location. As a gateway to the town from all points north, this project is wildly out of scale and inappropriately large and high. It looks like it belongs in Denver or Salt Lake City, not picturesque Jackson. It appears that it is crammed onto the land and seeks to offer “something for everyone”. Again, not at all a harmonious project for its surroundings, both the natural elements and existing structures. It has a big hotel development feel and completely misses the mark as to the Town’s character and historical architecture. Hope you don’t approve. Strongly opposed.
Your Name:	Brenda Cubbage
Your Company Name:	*Field not completed.*
Your Phone Number:	214-566-2623
Your Email Address:	Bcubbage@cbsattorneys.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

Email not displaying correctly? View it in your browser.

Tyler Valentine

From: noreply@civicplus.com
Sent: Tuesday, April 23, 2024 11:20 PM
To: Town Council
Subject: Online Form Submittal: Brittany McBrayer Email the Town Council

Email the Town Council

Email Content:	To whom it may concern: I wholeheartedly disagree with this monstrosity coming to the town of Jackson. This is the last thing the town or its citizens need. It will be a smear/blemish on the town's character literally and metaphorically if it's allowed to be built. I hope the nature of the decision-makers would never approve this plan, and finally take a step in the right direction of preserving Jackson and the soul of the community/everything that keeps it special: not just another modernized corporate conglomerate resort town without authenticity, character, soul, or its original spirit of the West. The goal of preventing structures like this one is one I'd hope you would share: an attempt for Jackson to return to its roots, back when I first fell in love with it myself 30+ years ago, when it was made for families and lovers of nature - a place that encourages all walks of life and socioeconomic backgrounds to be welcomed all under the banner of coming to Jackson for the real reason it was made famous to begin with: the raw, uncut, untouched beauty of the natural world and the small, quaint, authentic town that gets to occupy a small corner of it. Please, I beg you, don't allow something to come in that would so egregiously mar the personality, the views, the character of this insanely beautiful place. It breaks my heart that this is even being considered, much less suggested for approval. Please don't take another step in the direction of watering down the town to make it look like every other ultra-elite,/exclusive, faceless, soulless mountain resort town in the American Mountain West. I want my children to be able to recognize the town when they're my age - and to love it for what it should be.
Your Name:	Brittany McBrayer
Your Company Name:	*Field not completed.*
Your Phone Number:	9365464924

Your Email Address:	Brittany.mcbrayer@gmail.com
Your City:	*Field not completed.*
Your State:	*Field not completed.*
Your Zip Code:	*Field not completed.*

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2024 7:41 AM
To: Town Council
Subject: Online Form Submittal: Cam Eddy Email the Town Council

Email the Town Council

Email Content:	This a firm NO !!! Keep this horrible scale of development OUT OF JACKON . This is the economics of pure unbridled greed . Keep this disgusting architectural statement in the SLC valley or Denver but NOT HERE !!!
Your Name:	Cam eddy
Your Company Name:	*Field not completed.*
Your Phone Number:	307-690-5246
Your Email Address:	cameddyjh@gmail.com
Your City:	Jackson
Your State:	Wyoming
Your Zip Code:	83002

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Tuesday, April 23, 2024 6:59 PM
To: Town Council
Subject: Online Form Submittal: Carol Baker Email the Town Council

Email the Town Council

Email Content:	I am strongly opposed to the proposed construction at 355 N Cache. Not only does it not meet town design requirements, but it shows a blatant disregard for the character of the town. This mega development is clearly for the benefit of the developers, not for those who will have to live with it. I strongly encourage you to shut down this project. Thank you for your consideration. Carol Baker and Mark Stein
Your Name:	Carol Baker
Your Company Name:	*Field not completed.*
Your Phone Number:	*Field not completed.*
Your Email Address:	carol@bakerstein.net
Your City:	Jackson
Your State:	Wy
Your Zip Code:	83001

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Saturday, April 27, 2024 4:46 PM
To: Town Council
Subject: Online Form Submittal: Colleen Crook Email the Town Council

Email the Town Council

Email Content:	Dear Council Members, First, thank you for your service to the Jackson community. I writing in reference to a proposed building/ construction of a large hotel "resort" on North Cache street. I feel as a resident of Teton Co since the mid 1970s that there are enough, sufficient rooms for visitors.Jackson already has the nickname of Jackangelis due to the unprecented growth and catering to visitors. In addition, another hotel would impact the infrastructure - sewer, water, roads. something of this size would increase traffic congestion along that road.Where would the staff/workers be hired from and where would they be housed? Decisions are always somewhat complicated- there's always that bright shiny object of $$$$$ versus what 's best for the community as a whole. In a National Geographic article on sustainable communities Dan Buettner states "…Enlightened leaders make conscious decisions to favor quality of life over economic development or political expediency." I believe that quality of life for the residents of Teton County and the town of Jackson is reason enough to not go forward with this plan.
Your Name:	Colleen Crook
Your Company Name:	*Field not completed.*
Your Phone Number:	*Field not completed.*
Your Email Address:	colleen.crook@gmail.com
Your City:	*Field not completed.*
Your State:	*Field not completed.*
Your Zip Code:	83001

Email not displaying correctly? View it in your browser.

JACKSON HOLE CONSERVATION ALLIANCE

Jhalliance.org | (307) 733-9417 | 685 Cache Street | PO box 2728 Jackson, Wyoming 83001

April 25, 2024

Dear Mayor Morton Levinson and Town Counselors,

Subject: Sketch Plan - Mogul Capital, N. Cache Street (P24-002)

The proposed development outlined in this Sketch Plan application threatens the Town of Jackson's community character. The proposal is massive, as should be the weight of your decision. It is a 365,980 square foot building, of which 200,641 square feet will be above ground. The development is proposed to be a mixed use hotel with a residential component. This proposal does not represent Jackson, WY but rather anyplace USA.

This letter addresses two issues.

1. Inadequacies of the Land Development Regulations (LDRs) highlighted by this proposal.
2. Town of Jackson Design Guidelines - the proposal does not conform.

Land Development Regulations

A different proposal would be in front of you today if our LDRs addressed maximum building size in the CR2 Zoning District. The combination of the lack of maximum building size standards, the 2:1 workforce housing bonus, and the basement exemption have resulted in a proposal for a 365,980 square foot building. I think we would all agree, when the Town decided to eliminate maximum building size from the LDRs and incorporate a 2:1 workforce housing bonus, a 365,980 square foot building in downtown Jackson was not what was envisioned. The Conservation Alliance encourages the Town Council to amend the LDRs to address the current inadequacies. The best case scenario would be for this application to be put on the back burner until the LDRs' deficiencies can be addressed.

Town of Jackson Design Guidelines

Instead of LDRs, the Town relies on Design Guidelines to determine the mass and bulk and scale of buildings proposed in downtown Jackson. Adherence to the Guidelines provides the opportunity for this proposal to represent the downtown Jackson character. The Design Guidelines vision states, " Future development should consider the regional vernacular of the Intermountain West." As proposed, the building is out of proportion with adjacent buildings and the neighborhood in general. This development proposal lacks the sense of place at the gateway to Town from the north - and could be found in any city in the US. Conformance to the Design Guidelines is required for any non-residential development and at minimum this application should be revised to comply.

<u>Building Massing and Bulk and Scale</u>

The 2:1 workforce housing bonus provides the opportunity to propose doubling the allowable floor area for this development. However, implementation of the Design Guidelines for massing of the building and bulk and scale are still required and may mean that maximizing this floor area bonus is not feasible.

Although the applicant has made minor adjustments to respond to the Design Guidelines' requirement of the use of composition, rhythm and proportion and massing of building elevations to promote visual interest to pedestrians and vehicles, more can be done. One variation to the design that would not only assist in preserving our community character, but is also required by the Design Guidelines, is to incorporate the historic "sawtooth" profile of building heights found in the Town of Jackson.

Public Space

The Design Guidelines require public spaces to be in scale with the pedestrian to create a consistent feel in-line with the character of the town of Jackson, not the sheer wall of a city street. The public spaces depicted in the application are surrounded by 42 foot high, 3 story walls with flat roofs. The roof does not include any variability in design to break up the mass of the building along street frontages or pedestrian areas as dictated by the Design Guidelines. The Sketch Plan should be conditioned that the pedestrian spaces and street frontages utilize the elements outlined in the Design Guidelines to break up the bulk of the building for the purpose of creating a human scale.

Relationship to the Neighborhood

The Design Guidelines not only take into account the building itself, but how the building relates to adjacent buildings and the neighborhood in general. This development is out of proportion with the adjacent buildings and the neighborhood. The proposed structure dwarfs the adjacent buildings on the corner of N. Glenwood and Perry St. and the corner of N. Cache St. and Mercill Ave. The Guidelines require a gentle transition between adjacent buildings. The height of the building on these two corners should be reduced and allow for a more open skyline and a gentle transition to the adjacent existing development.

The Design Guidelines require that the design of the building create a sense of entry and place. The location of this development is the gateway to Jackson from the North, making the entry to the development and sense of place paramount. The massing of the building should be revised to allow for a sense of place at the entrance to Town. As designed the building is massive and could represent anywhere in the USA, it does not represent Jackson Hole, Wyoming.

Conclusion

This application has not fully implemented the Town's Design Guidelines and has instead taken every opportunity to maximize the floor area of the building through exemptions and bonuses. A balance between the bonuses afforded by the LDRs to provide flexibility and the Design Guidelines meant to preserve our Town's character and vision for the future must be considered. The Conservation Alliance requests that the Town Council condition this Sketch Plan application to require the Final Development Plan to address the issues outlined above.

Thank you for your consideration of my comments.

Sincerely,

Amy Kuszak, Community Planning Director

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2024 7:44 AM
To: Town Council
Subject: Online Form Submittal: Doreen Ward Email the Town Council

Email the Town Council

Email Content:	No more hotel motels. We have enough. We do not have enough employees to support more hotels.
Your Name:	Doreen Ward
Your Company Name:	*Field not completed.*
Your Phone Number:	*Field not completed.*
Your Email Address:	doreenvward@gmail.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Sunday, April 28, 2024 10:07 AM
To: Town Council
Subject: Online Form Submittal: Duncan McClelland Email the Town Council

Email the Town Council

Email Content:	Hi, I am writing about the development of 355 North Cache street. We do not need this development. It is time that you realize that projects like this do nothing for the town except exacerbate the housing problem and increase traffic and decrease the quality of life for the people you serve and live here. We foolishly just spent 25,000,000. on land for affordable housing so we can build more high end developments for people who live somewhere else and will need workers. If you think somehow that we do need this type of development make them house all employees on site and provide parking for all guest and employees on site. This would include all management. It is time to step up and say no. Thanks Duncan McClelland
Your Name:	Duncan McClelland
Your Company Name:	*Field not completed.*
Your Phone Number:	3076903282
Your Email Address:	dmcwyo@gmail.com
Your City:	Wilson
Your State:	WY
Your Zip Code:	83014

Email not displaying correctly? View it in your browser.

From: Fred Bowditch <fbowd@wyoming.com>
Sent: Wednesday, April 24, 2024 11:00 AM
To: Town Council
Subject: Mogul Capital's hotel

Dear Town Leaders,
A request to please not approve Mogul Capital's hotel on North Cache.

Problems are:
Ruin our gateway to town.
Require more employees that won't have housing.
Bring more traffic to our town.
Overshadow all other buildings in our town.

We simply don't need another big hotel.

Fred Bowditch
307-690-5155

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2024 5:02 AM
To: Town Council
Subject: Online Form Submittal: Janet Costello Email the Town Council

Email the Town Council

Email Content:	I oppose this project for many reasons - its size, its intent to add more hotel/condo lodging, its location…..and the list goes on. Jackson does not need this kind of development - we are at a tipping point with traffic, sewer capacity, buildings,…..and the list goes on. Where does the workforce needed to support this entity live? Most likely outside of jh and adding to our already growing issue of traffic, cars, pollutants on the commuter routes…..and the list goes on. Jsc I am an 18+ resident in Wilson, Wy. Like most residents we celebrate nature, clean water & air and the beauty and grandeur of living near a national park……not adding more people to our overburdened infrastructure. Until we address our basic needs, there should be no consideration for this project or others of this scale .
Your Name:	Janet Costello
Your Company Name:	*Field not completed.*
Your Phone Number:	*Field not completed.*
Your Email Address:	Jsc645@yahoo.com
Your City:	Wilson
Your State:	WY
Your Zip Code:	83014

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2024 2:08 PM
To: Town Council
Subject: Online Form Submittal: Jim Thompson Email the Town Council

Email the Town Council

Email Content:	Stop the madness. While a project of this magnitude might satisfy the weathy the damage to the community due to lack of housing for the project workers will be clearly horrible. Jackson should concentrate their efforts on affordable housing We don't need more high end Hotels and condos. Jim Thompson PO Box 10787 949 533 9408
Your Name:	Jim thompson
Your Company Name:	None
Your Phone Number:	949 533 9408
Your Email Address:	Jetjourney@icloud.com
Your City:	Jackson
Your State:	Wy
Your Zip Code:	83002

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Tuesday, April 23, 2024 9:47 PM
To: Town Council
Subject: Online Form Submittal: Julie Huot Email the Town Council

Email the Town Council

Email Content:	This proposed development on North Cache is way too huge in scale & doesn't appear to contribute anything positive to this community! Jackson has a huge housing crisis & this will only add to it ! The last thing this community needs is another "high end"hotel which is only a drain on the infrastructure of our community, Please do what you can to consider the needs of the residents of Jackson & Teton County! Thank you for representing the citizens of our valley & not selling out to "big money"! sincerely, Julie Huot resident of 46 years
Your Name:	Julie Huot
Your Company Name:	*Field not completed.*
Your Phone Number:	3074130308
Your Email Address:	jjlnhuot@aol.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

Email not displaying correctly? View it in your browser.

From: KO Strohbehn <kostrohbehn@gmail.com>
Sent: Wednesday, April 24, 2024 11:21 AM
To: Town Council; Town of Jackson Planning Department
Subject: Development concerns

The massive structures submitted by Mogul Capital Development do nothing to preserve or celebrate the unique character of Jackson Hole. Each proposal looks like something you'd see in suburban-sprawl areas all over the country.
If developments like this are allowed to proliferate, the Jackson we know and love will be gone forever. Surely there are architects with the ability and vision to design buildings that will enhance and compliment the western character of our town.

When I saw the drawings, I immediately thought of the sign at the top of Teton Pass-- you know, the one that says "*Howdy, Stranger. Welcome to Jackson Hole...The Last of the Old West.*"
The iconic sign will have to be replaced with this:

If developments of this scope are allowed to proliferate, the Jackson we know and love will be gone forever.

Respectfully,
K.O. Strohbehn

K.O. Strohbehn
913-269-6408
kostrohbehn@gmail.com
Jackson, WY

"To damage the earth is to damage your children."

~Wendell Berry, Farmer and Poet"

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2024 1:29 PM
To: Town Council
Subject: Online Form Submittal: Kathryn and Richard Collins Email the Town Council

Email the Town Council

Email Content:	Hi, we just want to express a loud and heartfelt NO regarding the giant proposal for the giant project by the Mogul people, in NE Jackson. Too big, too inconsistent with our still “small” town and its culture and values. Thanks for listening,
Your Name:	Kathryn and Richard Collins
Your Company Name:	*Field not completed.*
Your Phone Number:	307-690-9409
Your Email Address:	kcollinsmd@aol.com
Your City:	Teton Village
Your State:	WY
Your Zip Code:	83025

Email not displaying correctly? View it in your browser.

Tyler Valentine

From: noreply@civicplus.com
Sent: Thursday, April 25, 2024 7:43 AM
To: Town Council
Subject: Online Form Submittal: Ken and Mary Burdin Email the Town Council

Email the Town Council

Email Content:	My husband and I would like to comment on the proposed hotel/condo project proposed for 355 N Cache. We are residents and live in town. Whoever designed the building clearly does not live in Jackson and has no regard for the character of our town. Please send them back to the drawing board.
Your Name:	Ken and Mary Burdin
Your Company Name:	*Field not completed.*
Your Phone Number:	3077336999
Your Email Address:	mgm11400@gmail.com
Your City:	Jackson, Wy
Your State:	TX
Your Zip Code:	83001

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2024 8:24 AM
To: Town Council
Subject: Online Form Submittal: Kevin M. Email the Town Council

Email the Town Council

Email Content:	This type of development seems to keep causing more issues and harm to the community than its short term gain to the developers bottom line. Would like to hear the offsetting argument as to why town should allow more of these projects.
Your Name:	Kevin M.
Your Company Name:	*Field not completed.*
Your Phone Number:	*Field not completed.*
Your Email Address:	llorehtcompay@yahoo.com
Your City:	jackson
Your State:	wy
Your Zip Code:	83001

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Thursday, April 25, 2024 2:38 PM
To: Town Council
Subject: Online Form Submittal: Email the Town Council

Email the Town Council

Email Content:

April 25, 2024

Town of Jackson
150 E Pearl Avenue
P.O. Box 1687
Jackson, WY 83001

Re: Mogul Capitol Commercial Development Proposal

Dear Town Council Members:

I am writing on behalf of Protect Our Water Jackson Hole (POWJH) to bring to your attention concerns about potential impacts to ground and surface water resources that may result from the commercial development project proposed by Mogul Capitol.

POWJH is a locally-based nonprofit organization dedicated to serving Teton County, Wyoming, as a powerful advocate for restoring and protecting the surface and groundwater in our watershed.

As described in a recent JH News & Guide editorial (April 24, 2024), the project would “create a 366,000 square foot, three-story resort complex stretching sidewalk to sidewalk at the town’s northern gateway.” The project includes an underground parking garage that may require “digging into the water table connected to nearby Flat Creek, using pumps to remove groundwater.”

In addition to the usual array of engineering and construction-related challenges presented by a project of this scale, excavation into the water table (comprising the EPA-designated Snake River Sole Source Aquifer) and construction of underground parking facility below the water table raises a number of important questions that should be addressed in a

comprehensive environmental review and hydrologic impact assessment before approval is given.

What effect will the project have on Flat Creek? Will continuous pumping of groundwater from the construction site effect groundwater flow into Flat Creek? Will Flat Creek flows be affected?

Will continuous pumping of groundwater be required post-construction in order to maintain the structural integrity of the parking facility?

Where will groundwater pumped from the construction site be discharged? Will it be injected back into groundwater, into surface waters, or a combination of both?

Discharge of produced water into surface waters of the state will require a discharge permit from Wyoming Department of Environmental Quality/Water Quality Division. Due to the proximity to the building site, Flat Creek is the obvious receiving water; where is the outfall located? What level of treatment will be required? What effect will it have on recreation uses and the fishery?

Will dewatering activities affect private domestic wells or public water supply wells located down gradient from, or in the vicinity of, the construction site?

Will dewatering impact other nearby structures or underground utilities?

According to Wyoming DEQ combined 305(b)/303(d) water quality report, Flat Creek is impaired for sediments and substrate modification. How would this project impact ongoing community efforts to address these impairments? What efforts would be made to control stormwater?

Thank you for your consideration of these important questions affecting the ecology of the Flat Creek watershed.

Sincerely,
Kevin Regan
Law and Policy Advisor
Protect Our Water Jackson Hole

Your Name:	Kevin Regan
Your Company Name:	Protect Our Water Jackson Hole
Your Phone Number:	206-601-5180
Your Email Address:	kevin@protectourwaterjh.org
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

Email not displaying correctly? View it in your browser.

Town Of Jackson
Planning and Building
Jackson, Wy. 83001

Linda Roice Box 739
Jackson, Wy. 83001

I do not believe you people need to continue to destroy our town. We do not need any more large Corporations destroying our town and you allowing it.
I say NO to the 366,000 square foot hotel on North Cache Street. No to any more four story buildings. No to 1,437 homes in South Park.
We would have enough housing if you quit allowing all these Short term housing rentals.
We do not want to be one of these communist country Fifteen minute cities.
If you have not noticed we are America!
Our infrastructure is maxed out. The roads can't handle anymore, the water, sewer, and the likes can't handle anymore. We are the riches county in Wyoming and you can't even keep our roads up to a descent standard, without pot holes big enough to ruin a cars suspension.
Just stop, you are destroying our home town and it is all out of greed.
Enough is Enough!!!!.

A Very Concerned Native Of Jackson Wyoming,
Rebinda Roice

Tyler Valentine

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2024 6:28 PM
To: Town Council
Subject: Online Form Submittal: Lisa Friesecke Email the Town Council

Email the Town Council

Email Content:	All, We REALLY have enough hotel rooms in Jackson - Enough is enough The proposed project on Cache is out of control in size and character PLEASE PLEASE PLEASE DENY BUILDING THIS MONSTROSITY!
Your Name:	Lisa Friesecke
Your Company Name:	*Field not completed.*
Your Phone Number:	*Field not completed.*
Your Email Address:	Lfriesecke@gmail.com
Your City:	Wilson
Your State:	Wy
Your Zip Code:	83014

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Tuesday, April 23, 2024 8:04 PM
To: Town Council
Subject: Online Form Submittal: Lori King Email the Town Council

Email the Town Council

Email Content:	To the Jackson Wyoming Town Council: I am writing to respectfully ask you to please not approve the new development being considered at 355 Cache Street. It will permanently change the character of our one of a kind town that we have. The small western town charm is what makes Jackson so special. With each new modern project that goes up, the character of our town is disappearing. We are so lucky to live in this wonderful place and should not be looking to change it, but preserve it. Also, why would you continue to allow hotels and restaurants to be built that requires more employees when there isn't enough affordable housing as it is. Please don't allow our wonderful, charming town to be turned into just another crowded resort town with no character.
Your Name:	Lori King
Your Company Name:	*Field not completed.*
Your Phone Number:	3072032076
Your Email Address:	lmking20@cox.net
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

Email not displaying correctly? View it in your browser.

From: Mark Sullivan <mark@mdslawoffice.com>
Sent: Friday, March 22, 2024 1:54 PM
To: Tyler Valentine
Subject: FW: Mogul Capital Partners Hotel -- Ally Vacation Request

Mr. Valentine:

I write on behalf of my client Cache Creek Owner LLC, owners of the Cache Creek Motel located at 390 N. Glenwood. I write to express my client's continuing concerns about Mogul Capital Partners' proposed hotel located at Cache and Perry Streets.

The focus of concern remains access to the Cache Creek Motel property. As I have previously expressed, my clients are opposed to the vacation of the alley that connects Perry Street to Mercill, which my clients and their guests use to access their property.

Now, with Mogul's sketch plan submission, the extent to which the proposed ally vacation would impair my clients' access is clear. First, the sketch plan appears to show the elimination of the Cache Creek Motel parking area on the easternmost portion of their property. This would obviously be unacceptable to my clients, and a violation of their property rights, and thus I presume that is merely a lack of precision in the sketch plans.

Even assuming my client's parking area would not be encroached upon by Mogul, the sketch plan makes it clear that it will no longer be functional. Mogul has sought what they term a partial vacation of the alley. But their plans would, in effect, fully vacate the alley. Their plans show a loading dock where the alley would end, essentially condemning the remaining northern portion of the alley, adjacent to the Cache Creek Motel property, for Mogul's private use as a loading area. This loading area would have to serve a nearly 400,000 square foot hotel, with a restaurant and retail spaces. It is not difficult to imagine nearly continuous loading activity to serve a commercial facility of this size, severely hampering guest access to the Cache Creek Motel. This is an obvious public safety issue, not to mention a severe imposition upon my client in terms of noise and congestion.

More to the point, the ally may not be vacated under Wyoming law absent the consent and approval of all of the landowners with interests in the original plat that created it. That includes my clients.

Plat 113, the Jones Addition, subdivided the property into lots and created the ally in question in 1925. That plat very clearly states that the alley is dedicated to public use, stating in a hand-written notation:

"And that the Streets and alleys are hereby donated to the public user in fee simple as needed and as the lots are sold."

Wyoming Statute 34-12-106 governs vacation of plats, and requires the consent of all owners of lots in such plat. My client does not consent to the vacation of the alley.

In Carnahan v. Lewis, 273 P.3d 1065 (Wyo. 2012), the Wyoming Supreme Court affirmed that a property owner may not unilaterally vacate a dedicated public roadway to serve its own purposes. The Court in that matter stated:

"This Court has established the principle that, once a road becomes a public road, the public has a vested right to use it, and it "cannot be vacated . . . without compliance with the appropriate statutes." *Sare v. Sheridan County Bd. of County Comm'rs*, 784 P.2d 593, 595 (Wyo. 1989), quoting *Sheridan County v. Spiro*, 697 P.2d 290, 303 (Wyo. 1985) and citing *Bd. of County Comm'rs, Carbon County v. White*, 547 P.2d 1195 (Wyo. 1976). There is no question from the language contained in the original plat that the owner intended to dedicate Mountain View Loop for public use. Consequently, the Griffiths could not vacate it without following the statutory procedures. They did not follow those procedures; therefore, the attempt to vacate Mountain View Loop was not effective."

The "statutory procedures" that the Court required the applicant to follow in order to vacate the road in question in Carnahan, were to file an affidavit, signed by **all** owners of the plat, as required by W.S. 34-12-106. Because not all owners had joined in that affidavit (and the Plaintiffs opposed it), the attempt to vacate the road was ineffective and voided by the court.

Here, the language of Plat 113 clearly dedicates the ally to public use (and to the use of the other owners in the plat, such as my client). The road cannot be vacated without meeting the requirements of W.S. 34-12-106, which, at this time, Mogul Capital Partners cannot meet.

My client remains opposed to the "partial" vacation of the alley and asks that the Town reject Mogul Capital Partners' application to do so.

Kindly confirm receipt of this email, so that I may know that our concerns will be included in the forthcoming staff report.

Sincerely,

Mark Sullivan

5237 HHR Ranch Road

Wilson, WY 83014

(307) 733-2021

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2024 7:51 AM
To: Town Council
Subject: Online Form Submittal: Mary Patno Email the Town Council

Email the Town Council

Email Content:	Town Council, I am writing to express my concern about the proposed development located at 355 N Cache St. If this project does not meet the TOJ design guidelines, why would it be considered much less approved? Based solely on that fact, I am opposed to the development. It needs to be scaled down to meet the design requirements, they are in place for a good reason. On another side note. Jackson continues to grow at an alarming rate with absolutely no mention of infrastructure needs to accommodate all the additional people the growth will bring. One very major concern is the inability of the towns roads to handle the already existing traffic. And to just add more and more vehicles (that accompany growth) to the TOJ roads without adequate planning is unacceptable. I am not sure that my opinions will have any influence on your decisions, but I hope you will at least consider my points when voting on town projects. Respectfully, Mary Patno
Your Name:	Mary Patno
Your Company Name:	Grand Teton National Park Foundation
Your Phone Number:	3074130090
Your Email Address:	mpatno@gtnpf.org
Your City:	Jackson
Your State:	Wyoming
Your Zip Code:	83001

Email not displaying correctly? View it in your browser.

Tyler Valentine

From: noreply@civicplus.com
Sent: Tuesday, April 23, 2024 8:15 PM
To: Town Council
Subject: Online Form Submittal: Melinda Ackerman Email the Town Council

Email the Town Council

Email Content:

Dear Town of Jackson Council Members,

I am surprised and saddened to hear about the massive project being considered for 355 N Cache St. In addition to being concerned about the design of this project – which so far looks like it will be a stark contrast to existing architecture, forever changing the character of downtown Jackson – this feels like yet another harmful money-grab by a giant, out-of-state firm. Only 36 housing units, but another 170 hotel rooms? This is a recipe for the continued escalation of our town's housing crisis, lack of career opportunities outside of the service industry, traffic issues and disappearing green space. As it is, the businesses around the square are hard-pressed to find enough staff. Who is going to work at this hotel, this spa, these restaurants? More labor we import from Idaho and Star Valley? And we're giving them credits from previous land uses on the property?

Who does this project benefit? If the answer can be only "investors in Utah," we should not be allowing it. Investors should not be invited to profit off the town of Jackson at the expense of Jackson's residents, culture and ecology. I cannot even begin to imagine the amount of water and energy a project of this size will use, and the waste it will produce. Buildings of this size have consequences beyond aesthetics.

If anything, this outrageous proposal should emphasize to all of us how much a moratorium on new hotels is needed within town limits. Jackson will not benefit from more hotels. Jackson does not need more restaurants. Jackson needs the kind of housing that people want to live in, at prices they can afford while working locally. I do not mean to downplay the difficulty of solving that problem, but if we forever continue to cater to tourism at the expense of people who live here, Jackson will continue in its slide toward a Disneyland of Wyoming, following in the footsteps of many other beautiful small towns around the

	world who are now forced to completely close, vacated of all residents, for their off season. We can avert that fate and foster our unique local culture by eschewing these transparently money-hungry, exploitative projects and finding ways to encourage those that are community-minded and respectful. It seems clear that we need a stronger statement of our values and more comprehensive guidelines for new projects. I propose that the town work with local architects and civil engineers to refine our city's master plan for development, clarify floor to area ratio limits, and consider energy mitigation requirements along with aesthetic guidelines. Thank you for your time and attention to this matter.
Your Name:	Melinda Ackerman
Your Company Name:	Grad Student
Your Phone Number:	3072497043
Your Email Address:	melinda.c.ackerman@gmail.com
Your City:	Jackson
Your State:	Wyoming
Your Zip Code:	83001

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Tyler Valentine

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2024 4:29 PM
To: Town Council
Subject: Online Form Submittal: Missy Whelan Email the Town Council

Email the Town Council

Email Content:	We can not continue to greenlight projects that keep our goal of housing our community members forever out of reach. This project is not only out of character with our community, but does absolutely nothing to contribute to the livability of Jackson or it's attractiveness to visitors who expect a unique, western experience that emphasizes the natural wonders we have been charged with stewarding. We are moving rapidly away from what has made Jackson the best of the west. Our stated goals of responsible growth management, protection of our natural resources, a diverse and balanced economy and housing our local workforce are NOWHERE in this project. Support for affordable housing projects will erode when it is apparent that you are fanning the flames by creating the need for more low paying jobs. Flex your muscle and fight for this community before it it irretrievably too late.
Your Name:	Missy Whelan
Your Company Name:	*Field not completed.*
Your Phone Number:	*Field not completed.*
Your Email Address:	juliannwhelan@gmail.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2024 2:58 PM
To: Town Council
Subject: Online Form Submittal: Morgan Conway Email the Town Council

Email the Town Council

Email Content:	Hi Town Council, I am writing to say I am ADAMANTLY against the project proposed for 355 N cache street. Our town is facing a housing crisis that has gotten so out of hand, it is incomprehensible. The idea that the limited land we do have, should be used to build another luxury hotel is gut wrenching. This is not what the town needs. Our effort going forward should be to use any land that can be developed, into developing homes for our COMMUNITY. We need to get away from catering to the ultra - wealthy visitors and focus on keeping and getting the people who work in this great town a place to live to stay here. Or else there will be no one to work our hospitals, our schools, our restaurants, even for the ultra wealthy to visit. Please do not allow this project to move forward, and let's get something that can benefit our community and create a future we deserve.
Your Name:	Morgan Conway
Your Company Name:	Conway Media
Your Phone Number:	3142395932
Your Email Address:	moconway03@gmail.com
Your City:	Jackson
Your State:	Wyoming
Your Zip Code:	83001

Email not displaying correctly? View it in your browser.

Tyler Valentine

From: noreply@civicplus.com
Sent: Friday, April 26, 2024 8:33 AM
To: Town Council
Subject: Online Form Submittal: Nancy Shea Email the Town Council

Email the Town Council

Email Content:

I do not support the current development proposal of 355 N Cache St, an ambitious 3-story double basement structure with over 290,000 sq ft of above ground mixed-use space.

For these reasons:
Proximity to Flat Creek: Friends of Flat Creek are very concerned that development on the west side of Cache is putting pressure on a very vulnerable local resource.
Traffic: Traffic coming into town is a summer nightmare. I have been stuck as far back as the entry to the park.
High End Hotel and Condos: We do not need them. We have Rusty Parrot coming back online and Hotel Jackson expanding.
Rustic Inn, The town does not need this kind of intensive tourist residency.
Limited Green Space: These kinds of plans can turn into a kind of Green Washing. The plan does not make obvious any spacious green space that supports the movement of wildlife - or a plan to make new park space available to locals.

This is city development. We have so many unknowns about the fate of north Jackson. The Kudar. The Creekside development. The use of the new expanded Rec center. I picture a welcoming entry to Jackson that demonstrates our commitment to our goals, wildlife protection and climate action. Parks, green spaces. Education.

Your Name:	Nancy Shea
Your Company Name:	*Field not completed.*
Your Phone Number:	307-690-1730
Your Email Address:	nhshea@gmail.com
Your City:	Jackson

Your State:	Wyoming
Your Zip Code:	83001

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Tuesday, April 23, 2024 8:37 PM
To: Town Council
Subject: Online Form Submittal: Ruby Erskine Email the Town Council

Email the Town Council

Email Content:	Well, I understand the importance of growing the infrastructure in tourism industries in Jackson. There is no need to continue to change our design guidelines. The guidelines are the reason that Jackson has stayed the quaint, and enjoyable town that it is for so many years. There's no need to create a bigger hotel, larger than any of the guidelines would allow for no reason.
Your Name:	Ruby Erskine
Your Company Name:	*Field not completed.*
Your Phone Number:	*Field not completed.*
Your Email Address:	ree10girl@gmail.com
Your City:	*Field not completed.*
Your State:	*Field not completed.*
Your Zip Code:	*Field not completed.*

Email not displaying correctly? View it in your browser.

Tyler Valentine

From: noreply@civicplus.com
Sent: Thursday, April 25, 2024 3:14 PM
To: Town Council
Subject: Online Form Submittal: Email the Town Council

Email the Town Council

Email Content:

April 25, 2024
RE: Proposed Mogul Development at 355 Cache

To The Honorable Town Council of Jackson, Wyoming:

I have reviewed the plans and proposed scope of development for this project. I do not live in Jackson anymore, but it is still home to me after having been community planning director for the Jackson Hole Conservation Alliance for many years. I still follow what is happening in Jackson and care deeply about the whole valley. My comments on the proposed project are as follows:

I firmly believe, advise, and respectfully request/demand (as one who still considers Jackson home), that you make the developer proposing this development answer to many questions and put it in writing, sign and record a covenant that is notarized against the property on Title requiring it to remain in perpetuity as part affordable housing and that any open space shall remain on the property.

That is ginormous for Jax! I do understand underground parking so that it doesn't take up public street parking, but wowza! Is that really what the residents of Jax want or is this simply catering to tourists? This could put mom and pop shops out of business and the monstrosity simply does not seem to fit with the character I once knew as home when I was Community Planning Director of the Alliance. I do understand that times change, places gentrify, cultures of a place change, etc. but this just seems quite overdeveloped for Cache.

If this were to be approved, I would argue for more open space, landscape, local residents get 75% off for anything like the spa, etc. in perpetuity, no tourists get discounts (the Hole does not need to advertise for more tourists). Can the existing transportation systems handle this amount of additional

visitors/parking/taking VMTs (Vehicle Miles traveled) off the roads?
I'm also going to add something in here as well:

1. Who, pray tell, will provide all the services of necessary positions at the hotel? Did Jax suddenly have an influx of employees without jobs that I might not be aware of? What will these positions pay/hour?
2. What is the base cost of one of the condos?
3. How much will a hotel room cost?
4. Will the restaurants provide a unique type of menu that mom and pop shop owned existing restaurants don't?
5. Green Space????????????? Look at the proposed concept plan! That is NOT green space. Out here in LA, we call that the dog poop alley between the sidewalk and curb! The rooftop should be a planted one with evergreen trees and benches/patio furniture for residents, workers, and tourists to use as a lunch break place (think like how Google has their main campus rooftop deck). Solar panels should be required on all the windows (they do make windows that are in fact solar panels – they are very cool).
6. Where does the Chamber stand on this?
7. Where does the restaurant association stand on this?
8. How does Manuel Lopez (Snow King owner) feel about this?
9. Also, FYI = yes, this is about four target stores is right or 2.5 Costco stores.
10. How much more demand does this put on the sewer system?
11. How much more demand does this put on the Police and Fire Departments?
12. What is the overall fiscal impact?
13. Has a hydrology study been done? I'd like to know where groundwater is because of underground parking.
14. I don't trust these developers. They will take the money out of Jackson Hole rather than investing back into the community.

I appreciate your consideration of my comments and thought on this subject matter. I hope you will require further in-depth study of this monster development.

Sincerely,
Sharyl R. Beebe, MA, AICP, CERT
Prism Permits

Your Name:	Sharyl Beebe
Your Company Name:	Prism Permits

Your Phone Number:	310-403-4365
Your Email Address:	sbeebe@prismpermits.com
Your City:	Venice
Your State:	CA
Your Zip Code:	90291

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From: noreply@civicplus.com
Sent: Wednesday, April 24, 2024 12:46 PM
To: Town Council
Subject: Online Form Submittal: Shirley & Dan Thomas Email the Town Council

Email the Town Council

Email Content:	This is regarding the proposed new development at 355 North Cache St. This development will not represent our town's character or Western heritage. Think about what we will be adding to our town- more employees for the jobs that we cannot fill currently? Large out of character 'Big Box' buildings that can be found anywhere? We are overtaxed both financially and aesthetically with this type of building. More and more small business owners and residents are being forced out to make room for these extreme developments. This was truly the WRONG decision for our town and our citizens. It seems all the town and county want to do is build, build, build with no thought of who will be able to maintain these structures and serve the visitors. ENOUGH is ENOUGH! Shirley & Dan Thomas Full time residents
Your Name:	Shirley & Dan Thomas
Your Company Name:	*Field not completed.*
Your Phone Number:	307-690-4861
Your Email Address:	shirley83001@gmail.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

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Tyler Valentine

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2024 3:27 PM
To: Town Council
Subject: Online Form Submittal: Susan Williams Email the Town Council

Email the Town Council

Email Content:	I am opposed to the 355 N. Cache planned project. The scale and design doesn't seem to fit 'The Best and Last of the Old West' Jackson vibe and reputation. Not a good entrance statement to our town. The traffic congestion in Jackson is also an important consideration and a factor that has definitely frustrated locals and tourists. People live and visit Jackson for its small town wester character. This project doesn't fit.
Your Name:	Susan Williams
Your Company Name:	*Field not completed.*
Your Phone Number:	*Field not completed.*
Your Email Address:	susanwilliams8@gmail.com
Your City:	Jackson
Your State:	Wyoming
Your Zip Code:	83002

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2024 3:27 PM
To: Town Council
Subject: Online Form Submittal: Susan Williams Email the Town Council

Email the Town Council

Email Content:	I am opposed to the 355 N. Cache planned project. The scale and design doesn't seem to fit 'The Best and Last of the Old West' Jackson vibe and reputation. Not a good entrance statement to our town. The traffic congestion in Jackson is also an important consideration and a factor that has definitely frustrated locals and tourists. People live and visit Jackson for its small town wester character. This project doesn't fit.
Your Name:	Susan Williams
Your Company Name:	*Field not completed.*
Your Phone Number:	*Field not completed.*
Your Email Address:	susanwilliams8@gmail.com
Your City:	Jackson
Your State:	Wyoming
Your Zip Code:	83002

Email not displaying correctly? View it in your browser.

Tyler Valentine

From: noreply@civicplus.com
Sent: Wednesday, April 24, 2024 7:16 AM
To: Town Council
Subject: Online Form Submittal: Wesley Cummings Email the Town Council

Email the Town Council

Email Content:

This letter is in regards to the new proposed multi use building at 355 N. Cache Street.

As I no longer reside in Jackson, I lived, worked and played there from 1982 to 2013. Both my older boys graduated from JHHS. I have worked at a plethora of fine establishments in that time.
I can remember back in the day when we had it all to ourselves. From skiing the Pass, the no lines at the VIL, able to drive from TV to town in 15 minutes, (On a busy day) which was few. I remember an actual off season when town was dead and a lot of establishments closed for a month or two. We had the best life, but I was no dummy and I knew this was going to change at some point in time. Ya, I had my quaint Jackson home in Cottonwood with close proximity to town and all that the HOLE had to offer. When things started to change and we were all referred to as JHOLERS, I knew this place was going to get out of hand.
I no longer have my quaint home, as I have sold many year's ago. Even if I wanted to keep it I would not be able to afford the taxes on it. I have seen what those little quaint homes sell for now, and I think it is absurd, even for JH. My price to buy in late 80s at 86K seemed kind of expensive then, but now OMG. We all thought back then that this place should stay small and prestine, but that is not the case anymore. So with that my thoughts are:
As there is very limited land to sprawl outwards and people will continue to come to JH, then the only option is to build up. If going up removes your view of surrounding VIEWS then go outside to see it. The town needs to do this in a smart positive way, like the proposed N Cache complex. Make the upwards trend of building positive for all. Create buildings with enduring elegance, with space for all to enjoy/live. Multi use with commercial lower floors with residential upper living. Create these structures that are as beautiful as the surrounding landscape. Set a precedent for other similar communities to

	follow by. This is Jackson Hole - Carpe Diem.
Your Name:	Wesley Cummings
Your Company Name:	CCI
Your Phone Number:	3193598948
Your Email Address:	squaredinwinds@yahoo.com
Your City:	Iowa City
Your State:	Iowa
Your Zip Code:	52245

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Tuesday, April 23, 2024 6:43 PM
To: Town Council
Subject: Online Form Submittal: Wetzel Carroll Email the Town Council

Email the Town Council

Email Content:	Please respect our history and character. This building does not do that.
Your Name:	Wetzel Carroll
Your Company Name:	*Field not completed.*
Your Phone Number:	3077341144
Your Email Address:	cwetzel1248@gmail.com
Your City:	Wilson
Your State:	Wy
Your Zip Code:	83014

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Montpelier, VT 05602
www.johnsonco.com

June 15, 2017

Rachel Lambert
Vice President of Construction
Mogul Capital
210 E. Main Street, Suite 109
Midway, UT 84049 via e-mail

RE: JH Boutique Hotel Report - Phase 1 Groundwater Work –
Permeability testing for the proposed improvements at
315-375 North Cache Street
Jackson, Wyoming

Dear Rachel:

Thank you for the opportunity to provide this report summarizing the work performed per the "Proposal for JH Boutique Hotel – Phase 1 Groundwater Work" dated March 13, 2017. This report summarizes the Site background and proposed development, the conceptual work plan, the field work performed, the analysis and results, conclusions, and recommendations. In summary, a two-story subterranean parking garage will require a substantial construction and permanent dewatering system that will be able to pump thousands of gallons of water per minute. Gravel lenses present within the upper floodplain of Flat Creek and swamp deposits will likely increase the required rate of construction dewatering. Due to the existing contamination at the northern end of the site, water testing and treatment will likely be required; however, remediation of the contaminated area may reduce the likelihood of testing and treatment. A shallower excavation will greatly reduce the construction dewatering (and testing and treatment) requirements.

Site Background and Proposed Development

The project location (the Site) is at 315-375 North Cache Street in the Town of Jackson (the Town) in the state of Wyoming, the site map from Teton Geotechnical is included as Figure 1. JCO understands that a multi-floor hotel along with two-story subterranean parking garage is proposed on the Site. According to the "Geologic Investigation Report for the JH Mogul Hotel, Jackson, Wyoming" prepared by Teton Geotechnical, the Site soils consist of 10 to 25 feet of fine-grained floodplain and swamp deposits overlying a dense sandy cobble and gravel alluvium. The hotel structural system will utilize a deep foundation bearing system within the underlying sandy cobble and gravel alluvium. At the time of this report, detailed construction plans were not available.

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Historically, groundwater has been present at depths less than 10-feet below existing grade at the Site, with Teton Geotechnical reporting water levels as shallow as 2-3 feet below grade. The direction of groundwater flow is generally from southeast to west and northwest toward Flat Creek. Due to high groundwater at the Site and the desired subterranean levels of the proposed hotel, a rigorous construction dewatering plan is required. In the future, a permanent dewatering plan may be required for the completed structure.

Previously, the Site contained two fueling stations in two different locations. At the south end of the Site (315 North Cache Street), according to Wyoming Department of Environmental Conservation (WYDEQ), Aspen Service was responsible for a leaking underground storage tank (Facility Number 0-003255); according to WYDEQ the site was resolved on 8/24/2015. At the north end of the Site (375 North Cache Street), according to WYDEQ, there is an active "Storage Tank Program Contaminated Site"; the Facility Number is 0-003426 formerly known as Teton Texaco. The groundwater at the Teton Texaco site remains contaminated above actions levels for Benzene and Total Petroleum Hydrocarbons. The contaminant plume appears to end at the southern property line of the Teton Texaco site as shown in Figure 2.

JCO understands that, in the fall of 2016, an attempt was made to perform a pumping test in order to determine the permeability of the upper silty clay layer. Eventually, this attempt was abandoned due to the expense and efforts associated with characterizing and disposal of the potentially contaminated water during testing and construction. The Town representatives have stated that they do not want untreated groundwater from drilling or dewatering operations to enter the Town storm sewer because the groundwater may be contaminated from the former fueling station releases.

In April 2017, Teton Geotechnical installed six piezometer wells (used for measuring groundwater level) throughout the site. The report, "Geologic Investigation Report for the JH Mogul Hotel, Jackson, Wyoming" is dated May 30, 2017 and includes the borehole logs for these piezometers wells as well the geologic logs from other reports prepared for the Site. In summary, the Site consists of 10 to 25 feet of silt and clay floodplain and swamp deposits with overlapping and interfingered gravel deposits overlying sandy cobble and gravel alluvium with gravels overlapping and interfingering. The thickest floodplain and swamp deposits are located at the northern portion of the Site. Teton Geotechnical prepared cross-sections that are included as Figure 3.

Conceptual Plan

The current conceptual plan is to capture the groundwater during construction dewatering operations, verify that the water is below the action level for Benzene and Total Petroleum Hydrocarbons, if it is not below the action level then treat the groundwater, and either inject the water into the underlying alluvial aquifer or discharge the water to a surficial location (e.g. storm sewer).

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Phase 1 of this conceptual plan was to determine the permeability of the upper fine-grained floodplain and swamp deposits soil layer by performing slug tests in existing on-Site monitoring wells; estimate the rate of water that will likely be produced during construction dewatering, discuss the potential of contaminant plume movement due to dewatering, and assess the feasibility of underground injection to the underlying sandy cobble and gravel alluvium aquifer.

Phase 2 of the conceptual plan will be to perform any additional investigation that may be required to design, and permit the construction dewatering system. The efforts of Phase 2 will be dictated by the results of Phase 1. The design will include working with all parties involved to determine the most feasible and cost-effective design taking into account the ability to pump water from the excavation, the availability of discharge locations (either underground injection or surficial), the need for water treatment, architectural plans, structural limitations, long-term dewatering considerations, contamination mitigation, etc.

Phase 3 of this conceptual plan will be to implement and operate the construction dewatering system.

This report addresses Phase 1 only.

Description of Field Work

Field work was performed between May 8 and May 10, 2017 by a Staff Engineer at The Johnson Company. On May 8, the depth to groundwater was measured in several wells; the measurements are summarized in Table 1. Groundwater elevations can be calculated once the well top of casing elevations are surveyed.

Slug testing was selected as the method for determining the permeability of the upper fine-grained floodplain and swamp deposits soil layer. The test is performed by inducing a sudden change in water level and measuring the response. This slug testing was performed using a mechanical slug consisting of a one inch diameter by two foot long solid plastic cylinder and a pressure transducer. The pressure transducer was placed near the bottom of the well then, the slug was lowered below the groundwater level within the well and the response in water level was measured by the pressure transducer. Once the water level stabilized, the slug was quickly removed from the well and again, the water level response was measured by the pressure transducer.

Slug testing was performed in the following wells: BH-2, BH-3, BH-4, BH-5, MW-021, MW-023, and MW-029. All wells for which slug testing was performed are screened entirely in the upper fine-grained floodplain and swamp deposits. The map of these wells prepared by Teton Geotechnical is included as Figure 3. The borehole logs are included in Attachments B and C.

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Slug testing was not performed in BH-6 and BH-7 as the well screens seem to be clogged based upon their initial water levels.

Analysis & Results

The data from the slug testing were analyzed using AQTESOLV, a software package used for the evaluation of data from aquifer testing. The software uses numerical methods to determine the hydraulic conductivity from the groundwater level response data. Two different methods were used in the AQTESOLV analysis: Bouwer and Rice (1976) and Dagan (1978). The key difference in the two analyses is that Dagan (1978) is used for wells screened across the water table; the Bouwer and Rice (1976) is used for fully penetrating screens in both confined and unconfined aquifers. In general for each slug test, two data sets are obtained: falling head (the response of the groundwater level falling after the slug bar is lowered into the water) and rising head (the response of the groundwater level rising after the slug bar is removed). The falling head results were not used in the analysis of wells screened across the water table as the filter pack surrounding the well casing is typically much more permeable than the surrounding soils and provides an unrealistic result. The result of the AQTESOLV analysis is a mean value of hydraulic conductivity of the soils over which the well is screened.

The Site geology is discussed in Teton Geotechnical's report. The report indicates that "there may be overlapping and interfingering of the floodplain and swamp deposits". Some borehole logs indicate coarse-grained material intermixed with the upper floodplain and swamp deposits. For example, BH-3 indicates "heavy grinding" at 13 feet and MW-021 shows "Silty Gravel" from 11.5 to 12.5 feet. Furthermore, Teton Geotechnical's report identifies the floodplain deposits as "Sand, silt, clay, and minor lenses of gravel". While the coarse-grained gravel deposits may be insignificant from a geotechnical standpoint, they can transmit a great deal of groundwater depending on the size and extents of the lenses or layers. The presence of coarse-grained deposits was therefore accounted for in this groundwater analysis.

Several cases were considered in the AQTESOLV analysis. In BH-2 and BH-3 the entire well screen interval was located below the water table; the Bouwer and Rice (1976) method was used, for BH-2 both the falling and rising head data were used and for BH-3 only the rising head data was in the analysis. The geologic log for BH-3 indicates that the entire well is within the fine-grained floodplain and swamp deposits.

In BH-4, BH-5, MW-021, MW-023, and MW-029 the groundwater level was across the screen therefore the Dagan (1978) method was used and only the rising head data were used for analysis. For the initial analyses the aquifer was assumed to be homogeneous. The results are shown in Table 2. The values reported are a mean value of hydraulic conductivity of the soils for which the well is screened within. **The range of hydraulic conductivity values is 1.6 (BH-3) to 48.6 feet per day (MW-023), with a geometric mean value for all wells of 10 feet per day.**

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To evaluate the potential impact of gravel lenses within the upper floodplain and swamp deposits, the rising head data from the MW-021 slug test were reanalyzed, treating the "silty gravel" interval from 11.5-12.5 feet as an independent aquifer confined by the fine-grained floodplain and swamp deposits above and below it. This interpretation assumes that the response in groundwater level is driven only by the gravel lens and resulted in a hydraulic conductivity of 120 feet per day, six times as high as the mean value assuming water flow from the entire screened interval. In other words, it appears that the gravel lens present within MW-021 has the potential to convey the vast majority of the water to that well screen; therefore these gravel lenses should be taken into consideration when designing a construction dewatering plan.

A conceptual model was created in order to estimate the rate of steady-state construction dewatering. This model is based on the potentiometric data from the August 2014 (round 22) sampling event performed by URS for the Jackson LAUST report (Attachment D); the geologic cross sections contained in the Teton Geotechnical report; and the hydraulic conductivity results presented in this report. Several assumptions were made in the preparation of this conceptual model; a more in-depth analysis would need to be performed as part of the construction dewatering design once more detailed construction plans are available. This model assumes the excavation will be 500'x130', encompassing the entire Site. Three scenarios were evaluated: 10-, 15-, and 20-foot excavations. The estimates for construction dewatering are outlined in Table 3. The results of the conceptual model are based on a mean hydraulic conductivity value for the screened interval of 10 feet per day; this accounts for some gravel lenses, however the number and size of gravel lenses can have a significant impact on the required dewatering rates; a factor of safety of at least 2.5 should be applied to these estimated flowrates to account for the gravel deposits. The conceptual model also indicates that the majority of groundwater entering the excavation is conveyed both laterally and vertically by the underlying dense sandy cobble and gravel alluvium; the rate of construction dewatering can be minimized by ensuring that several feet of the fine-grained floodplain and swamp deposits are left undisturbed at the bottom of the excavation. However, this could be particularly difficult in the southern area of the Site where the alluvium is shallower.

Conclusions

Based on JCO's research, analyses, and experience we have four major conclusions and three recommendations. The conclusions are as follows:

1. Site Geology and Hydraulic Conductivities

The fine-grained floodplain and swamp deposits have a hydraulic conductivity values ranging from 1.6 to 48.6 feet per day, with a geometric mean value for all wells of 10 feet per day. The coarse-grained gravel lenses present within the fine-grained floodplain and swamp deposits convey water at rates an order-of-magnitude higher than the surrounding fine-grained floodplain and swamp deposits. These gravel lenses, if penetrated/bisected could create a significant challenge for construction dewatering.

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2. Estimated Construction Dewatering Rate

JCO's conceptual model indicates that the construction dewatering rate could be between 3120 and 3800 gpm for a 20-foot excavation, but those values should be multiplied by a 2.5 safety factor during design in order to account for potential gravel layers that have not been fully delineated.

3. Impact of Construction Dewatering on Existing Benzene Plume

Construction dewatering will create a groundwater sink, drawing groundwater onto the Site in all directions; this will likely draw dissolved contamination in groundwater from the existing benzene plume located at the north end of the Site, a map is included as Figure 3. The construction dewatering efforts as well as the construction of a deep concrete foundation is likely to result in changes to the size and location of the dissolved contaminant plume. Precise predictions of the changes in plume size, shape and movement are not possible without details of the foundation design and permanent dewatering system (if used).

4. Underground Water Reinjection

The feasibility of underground injection of construction dewatering water should be further assessed once a dewatering plan is in place. A brief review of the Wyoming State Engineers' Office records show wells in the area pumping between 76 (St. John's Hospital Well, U.W. 1011) and 950 gallons per minute (1st Enl. Jackson Water Well No. 1, U.W. 104232). The likelihood of being able to inject the construction dewatering water fast enough is high, it is just a matter of the number of wells and method of construction which will be informed by a more detailed dewatering plan.

Recommendations

Based on JCO's research, analyses, and experience we have three recommendations. The recommendations are as follows:

1. Decrease the Depth of Excavation

To reduce the construction dewatering rate, the excavation should not fully penetrate the fine-grained floodplain and swamp deposits as excavating into the underlying dense sandy cobble and gravel alluvium could allow a significant increase in water flow into the excavation. A permanent foundation dewatering plan will likely be required. Simply put, the shallower the subterranean structure, the less dewatering will be required as the potential for penetrating the underlying sandy cobble and gravel layer will be minimized.. This should be carefully evaluated once more detailed construction plans are available.

2. Perform Groundwater Flow and Transport Modeling of Benzene Plume

A detailed groundwater flow and transport model of the Site should be prepared in order to better estimate the construction dewatering rate and simulate the impact that dewatering will have on the benzene plume at the north end of the site. Because of the existing benzene plume, the water

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generated from construction dewatering operations will likely be required to be tested and treated. This should be evaluated in greater detail once construction plans are available and could add an additional expense to the construction cost. If excavation of the northern benzene contaminated area is desired, the soil contamination will have to be addressed. If the contaminated soil is removed, that may reduce the treatment of construction dewatering water.

3. Utilize a Groundwater Barrier

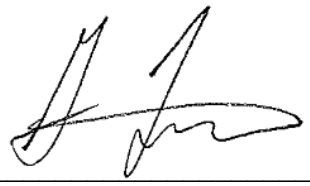
A sheet pile wall or similar impermeable barrier could be utilized to reduce the construction dewatering rate. This could also serve to reduce the concentration of benzene-contaminated groundwater from entering the excavation. Such a barrier could be incorporated into the excavation shoring system and potentially used as part of the structural foundation design.

Disclaimer

This report utilizes the information available from previous studies and reports. JCO is not responsible for errors in those reports utilized in the preparation of this report. At the time of this report, design drawings and construction plans were not available for review and assumptions were made when required.

Sincerely,

THE JOHNSON COMPANY, INC.

By: 

George Lester, P.E.
Staff Scientist/Engineer

K:\3-3081-01\Report\JH Hotel Report_061517.docx

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TABLES

Table 1 - 5/8/17 Groundwater Elevation Summary
JH Boutique Hotel - Phase 1 Groundwater Work
Jackson, Wyoming

Location ID	Time	Top of Casing Elevation (feet AMSL)	Water Level (feet belowTOC)	Total Well Depth (feet below TOC)	Water Elevation (feet AMSL)
BH-2	11:13	--	7.81	18.8	--
BH-3	10:23	--	5.08	17.8	--
BH-4	10:35	--	4.75	11.6	--
BH-5	10:43	--	5.32	15.36	--
BH-6	10:51	--	1.99	16.55	--
BH-7	11:04	--	2.94	37.2	--
MW-021	11:35	6215.98	4.85	12.62	6211.13
MW-023	11:40	6215.17	4.5	12.72	6210.67
MW-029	11:54	6213.95	5.39	12.25	6208.56
MW-509	12:02	--	6.15	12.08	--

Table 2 - Slug Test Analysis Results
JH Boutique Hotel - Phase 1 Groundwater Work
Jackson, Wyoming

Location ID	Test Type	Analysis Method	Hydraulic Conductivity (feet/day)
BH-2	11:13	Bouwer and Rice (1976)	1.6
BH-2	10:23	Bouwer and Rice (1976)	2.6
BH-3	10:35	Bouwer and Rice (1976)	7.1
BH-4	10:43	Dagan (1978)	9.4
BH-5	10:51	Dagan (1978)	20.1
MW-021	11:35	Dagan (1978)	20.9
MW-023	11:40	Dagan (1978)	48.6
MW-029	11:54	Dagan (1978)	19.1

Geometric Mean Value (feet/day): 10

Table 3 - Estimated Rates of Construction Dewatering
JH Boutique Hotel - Phase 1 Groundwater Work
Jackson, Wyoming

Excavation Depth (feet)	Lower Limit of Pumping (gpm)[1]	Upper Limit of Pumping (gpm)[1]
10	560	695
15	1620	2100
20	3120	3800

[1]A factor of safety of at least 2.5 should be applied to these estimated pumping rates to account for the gravel deposits within the fine-grained floodplain and swamp deposits.

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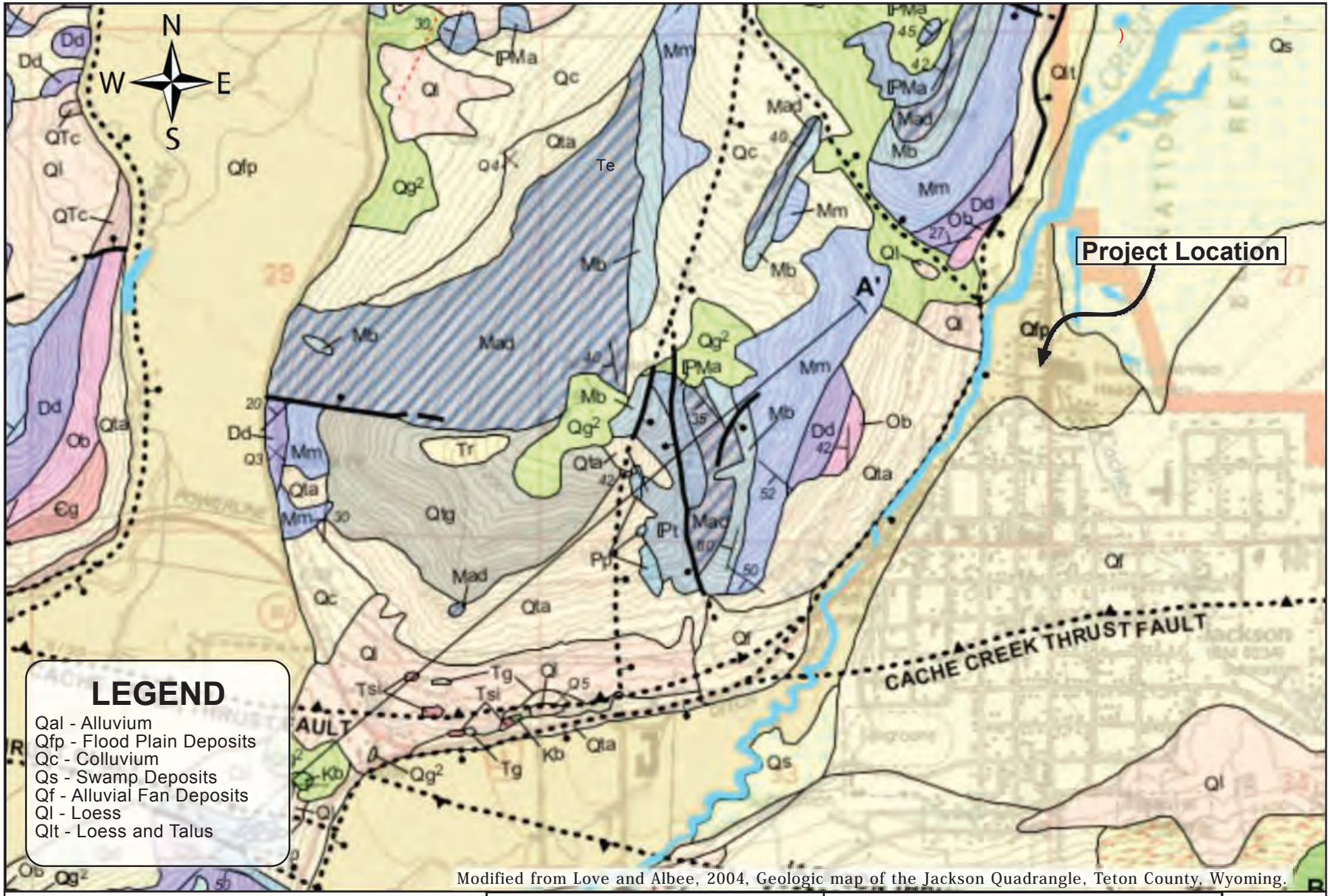
SELECTED FIGURES

Figure 1 - Site Location Map (from Attachment B)



Geologic Location Map
Geologic Investigation Report
JH Mogul Hotel
Jackson, Wyoming

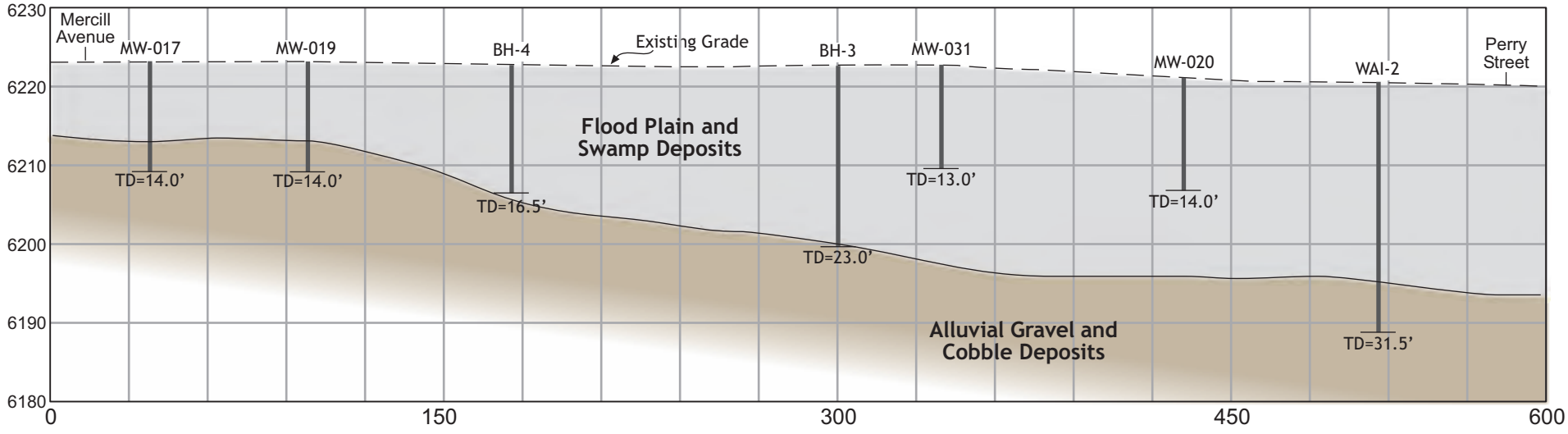
0 1/4 Mile 1/2 Mile

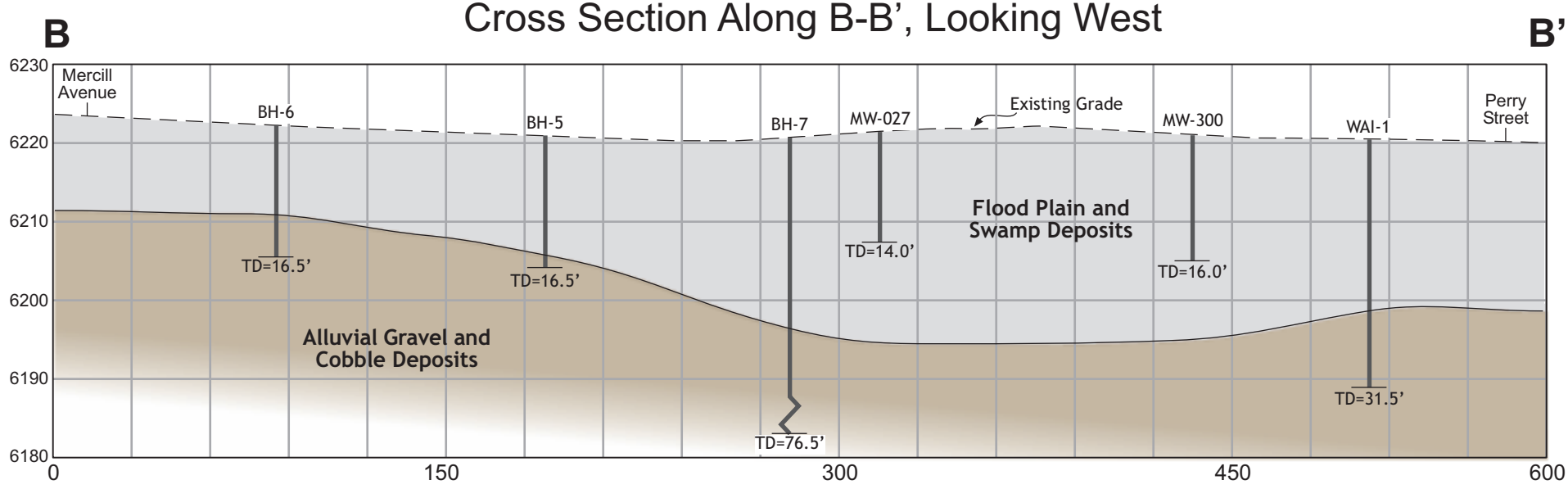
Scale : 1 inch = 1/4 Mile

Teton Geotechnical

FIGURE
1

Figure 2a - Geologic Cross Sections (from Attachment B)



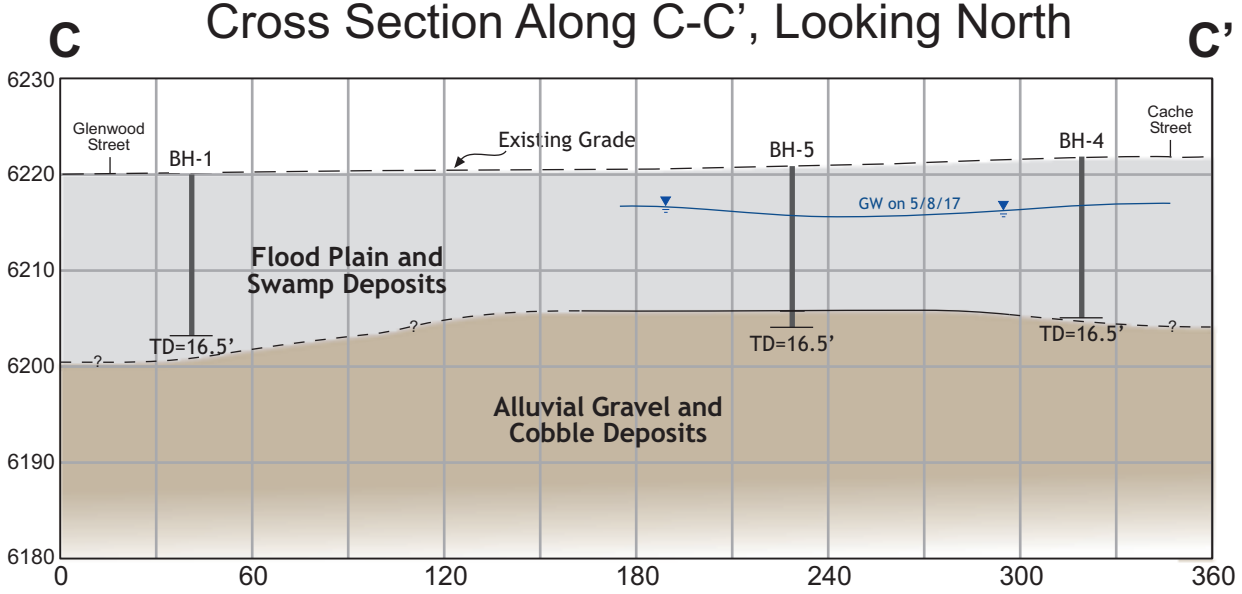


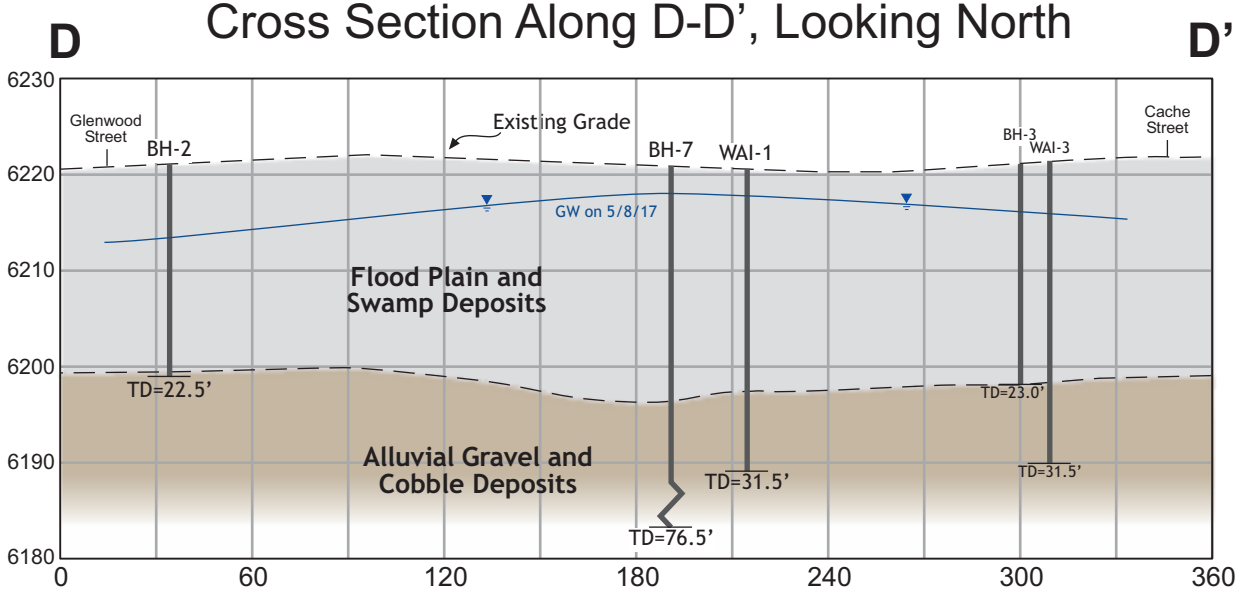
Geologic Cross Sections
Geologic Investigation Report
JH Mogul Hotel
Jackson, Wyoming

Teton Geotechnical

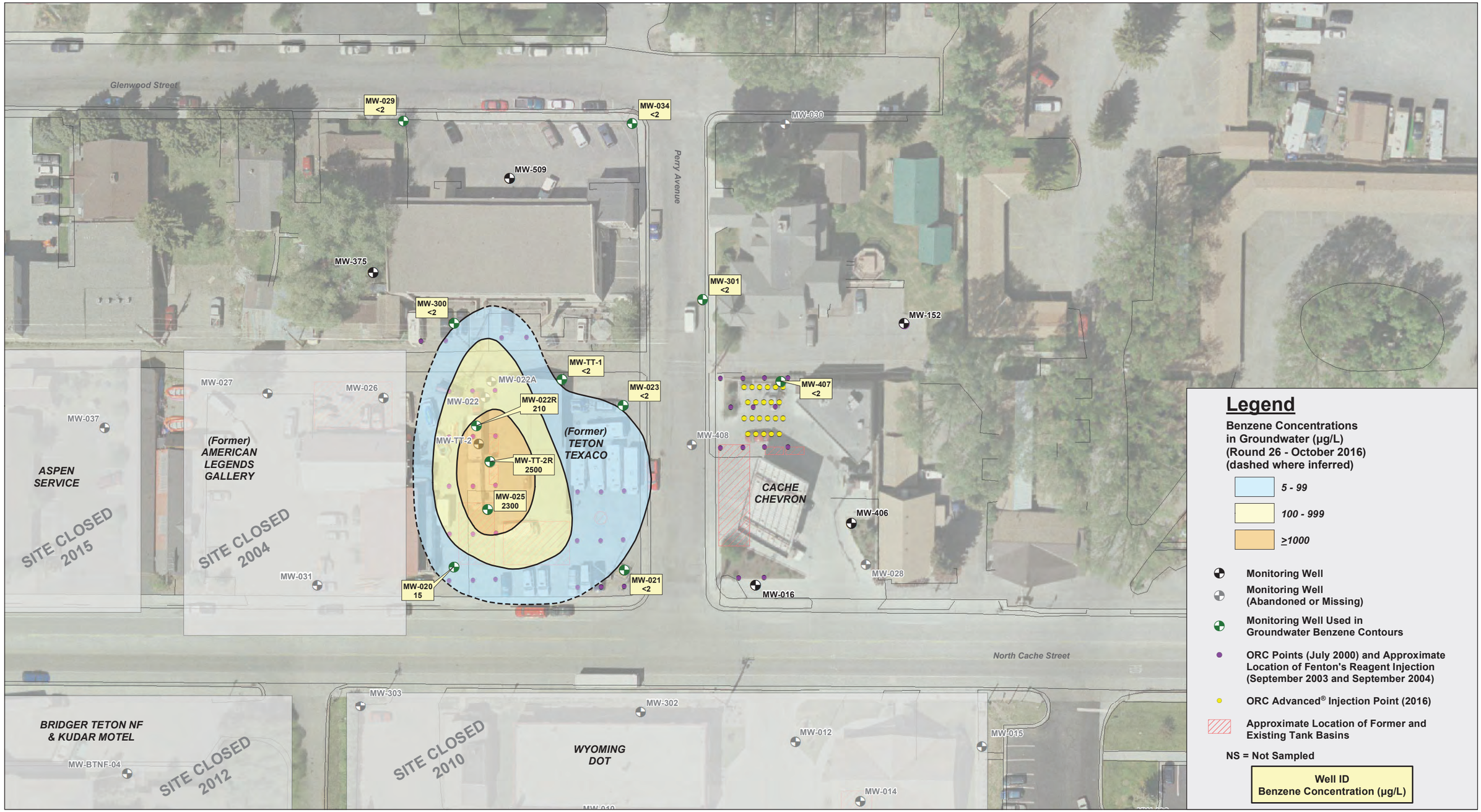
FIGURE
4

Figure 2b - Geologic Cross Sections (from Attachment B)





Geologic Cross Sections Geologic Investigation Report JH Mogul Hotel Jackson, Wyoming	Teton Geotechnical	FIGURE 5



30 0 30 60
Feet

N

Figure 3 - Benzene Isoconcentration Contours (from Attachment D)

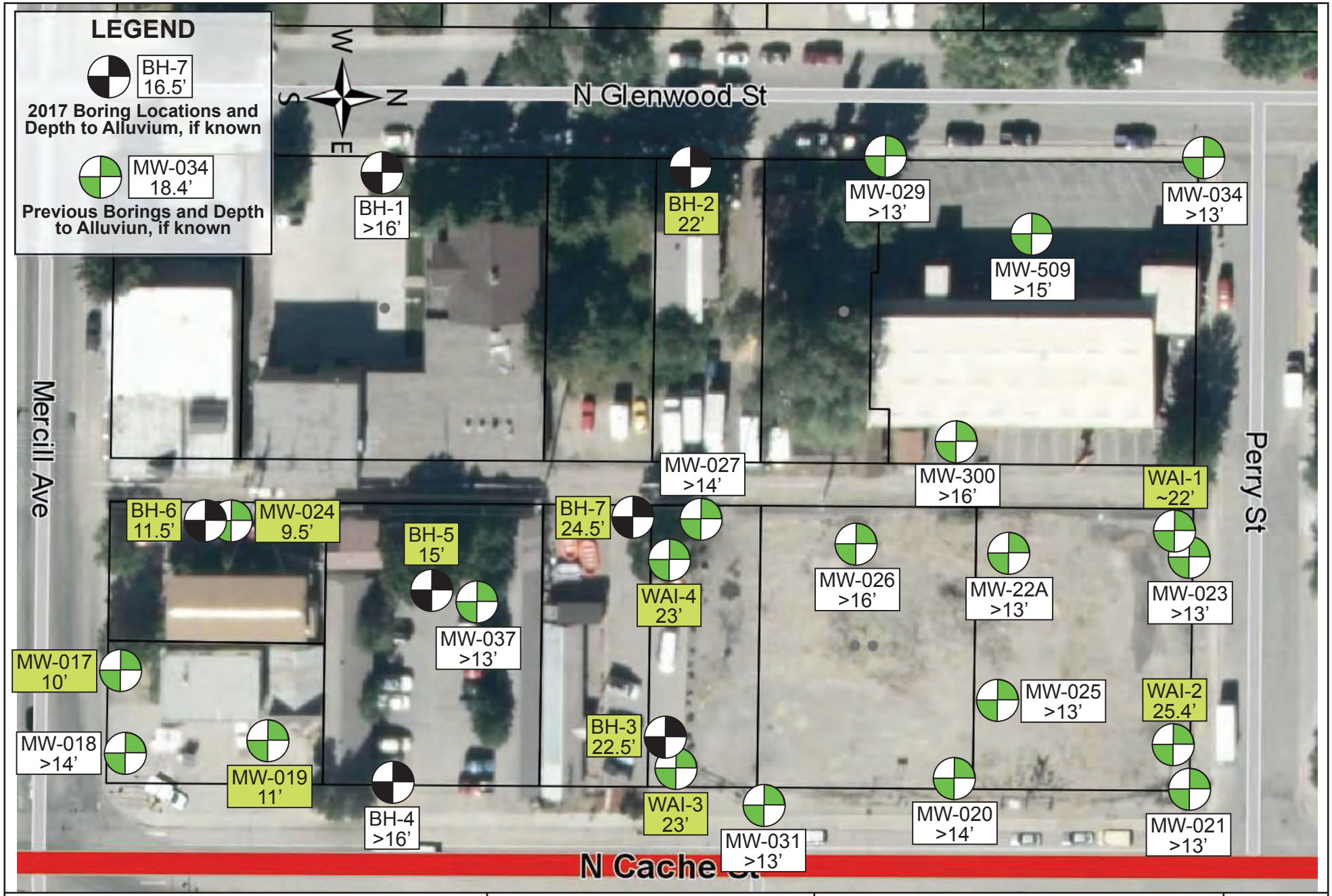
Round 26 Benzene Isoconcentration Contours
North Jackson Sites
Jackson Remediation Project
Jackson, WY

Figure 7-2

URS

Q:\Projects\wy-deq\Jackson\05_Analysis and Engineering\Jackson CAD and GIS Files\Round26\Figure7-2_Benzene_Isocons_NorthJacksonSites.mxd

Figure 4 - Boring and Well Location Map (from Attachment B)



Boring Location Map
Geotechnical Investigation Report
JH Mogul Hotel
Jackson, Wyoming

0 60 120
Scale : 1 inch = 60 feet

Teton Geotechnical

FIGURE
2

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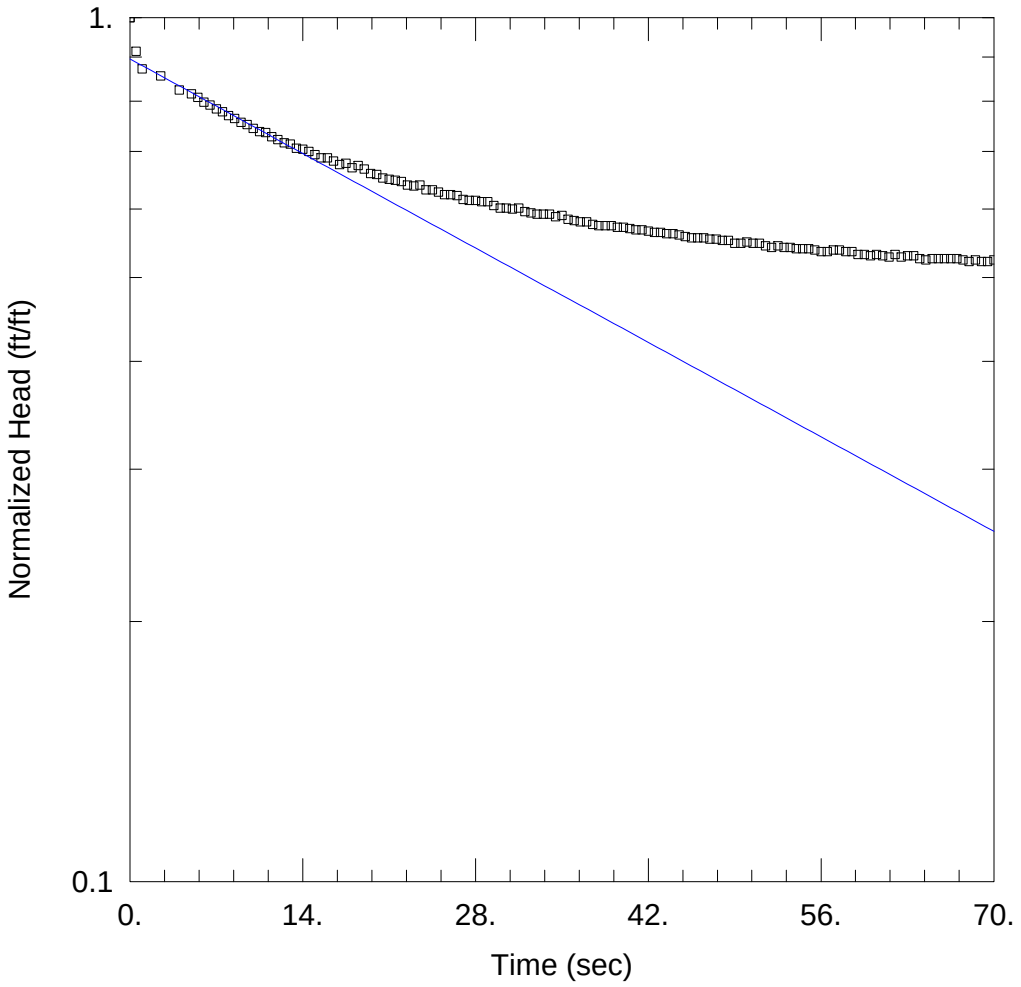
ATTACHMENT A

AQTESOLVE Results



WELL TEST ANALYSIS

Data Set: K:\3-3081-01\Field Work\Data\Aqtesolve\052217 revised evaluation\BH2_falling 052217.aqt
Date: 06/07/17 Time: 14:34:06

PROJECT INFORMATION

Company: JCO
Client: Mogul Capital
Project: 3-3081-01
Location: Jackson, WY
Test Well: BH-2
Test Date: 5/10/17

AQUIFER DATA

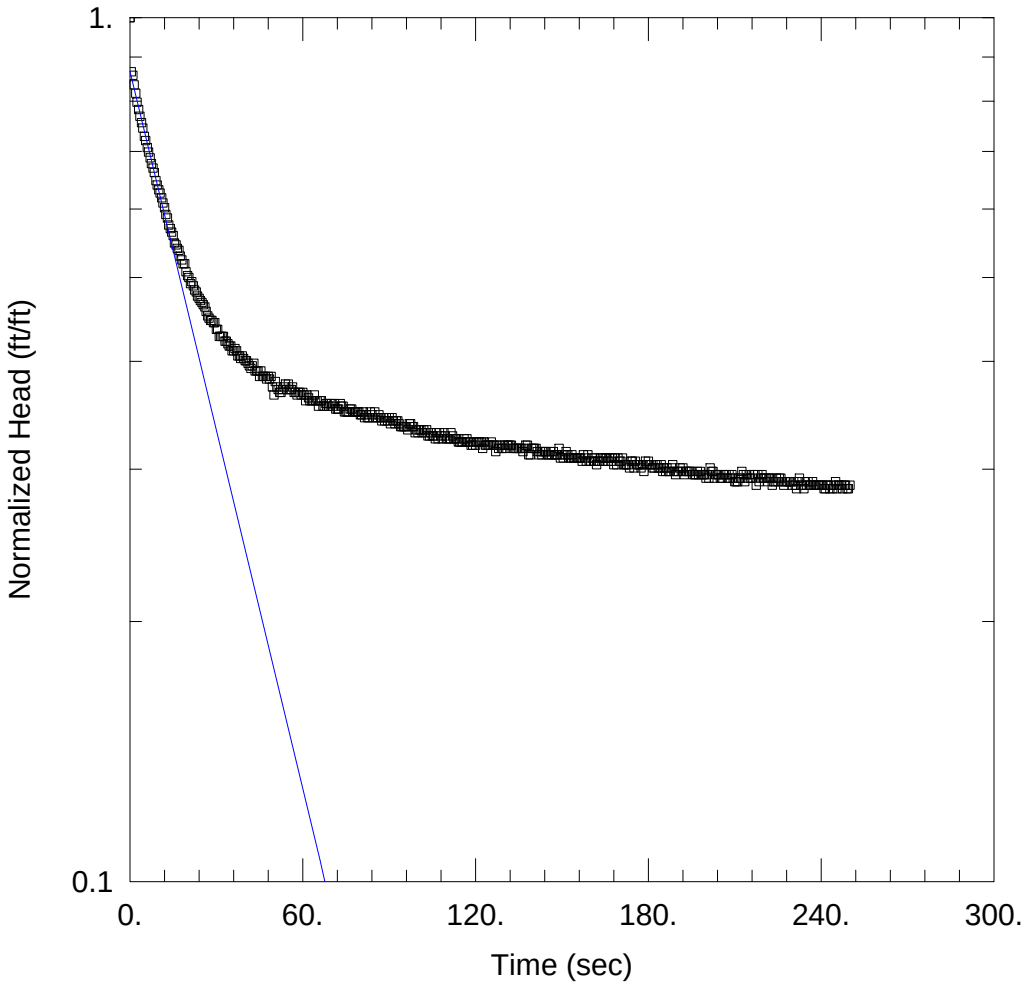
Saturated Thickness: 12.16 ft Anisotropy Ratio (Kz/Kr): 1.

WELL DATA (BH-2 Falling)

Initial Displacement: 0.5 ft
Total Well Penetration Depth: 10.66 ft
Casing Radius: 0.083 ft
Static Water Column Height: 10.96 ft
Screen Length: 10. ft
Well Radius: 0.177 ft

SOLUTION

Aquifer Model: Unconfined
Solution Method: Bouwer-Rice
K = 1.547 ft/day
y0 = 0.4478 ft



WELL TEST ANALYSIS

Data Set: K:\3-3081-01\Field Work\Data\Aqtesolve\052217 revised evaluation\BH2_rising 052217.aqt
Date: 06/07/17 Time: 14:34:47

PROJECT INFORMATION

Company: JCO
Client: Mogul Capital
Project: 3-3081-01
Location: Jackson, WY
Test Well: BH-2
Test Date: 5/10/17

AQUIFER DATA

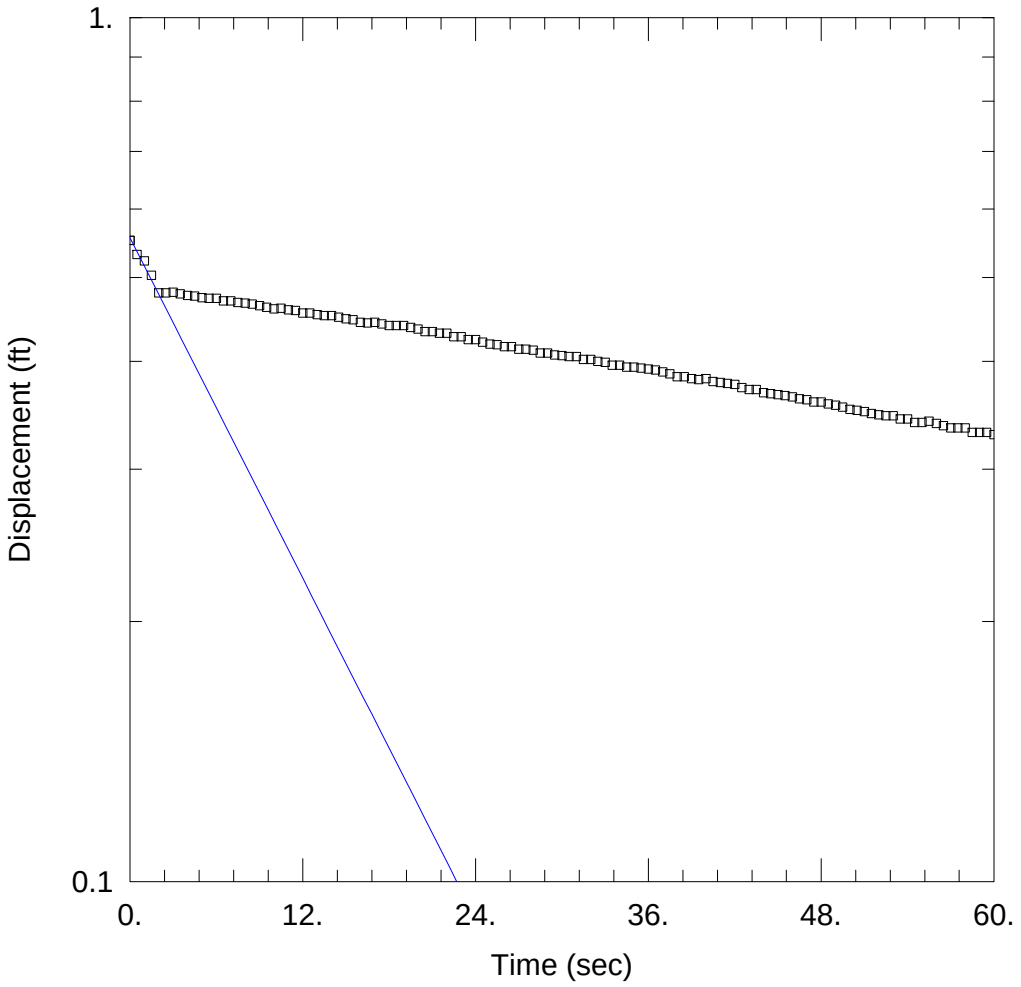
Saturated Thickness: 12.16 ft Anisotropy Ratio (Kz/Kr): 1.

WELL DATA (BH-2 Rising)

Initial Displacement: 0.372 ft
Total Well Penetration Depth: 10.66 ft
Casing Radius: 0.083 ft
Static Water Column Height: 10.96 ft
Screen Length: 10. ft
Well Radius: 0.177 ft

SOLUTION

Aquifer Model: Unconfined
Solution Method: Bouwer-Rice
K = 2.739 ft/day
y0 = 0.3222 ft



WELL TEST ANALYSIS

Data Set: K:\3-3081-01\Field Work\Data\Aqtesolve\052217 revised evaluation\BH3_falling 052217.aqt
Date: 06/07/17 Time: 14:35:42

PROJECT INFORMATION

Company: JCO
Client: Mogul
Project: 3-3081-01
Location: Jackson, WY
Test Well: BH-3
Test Date: 5/8/17

AQUIFER DATA

Saturated Thickness: 17.5 ft Anisotropy Ratio (Kz/Kr): 1.

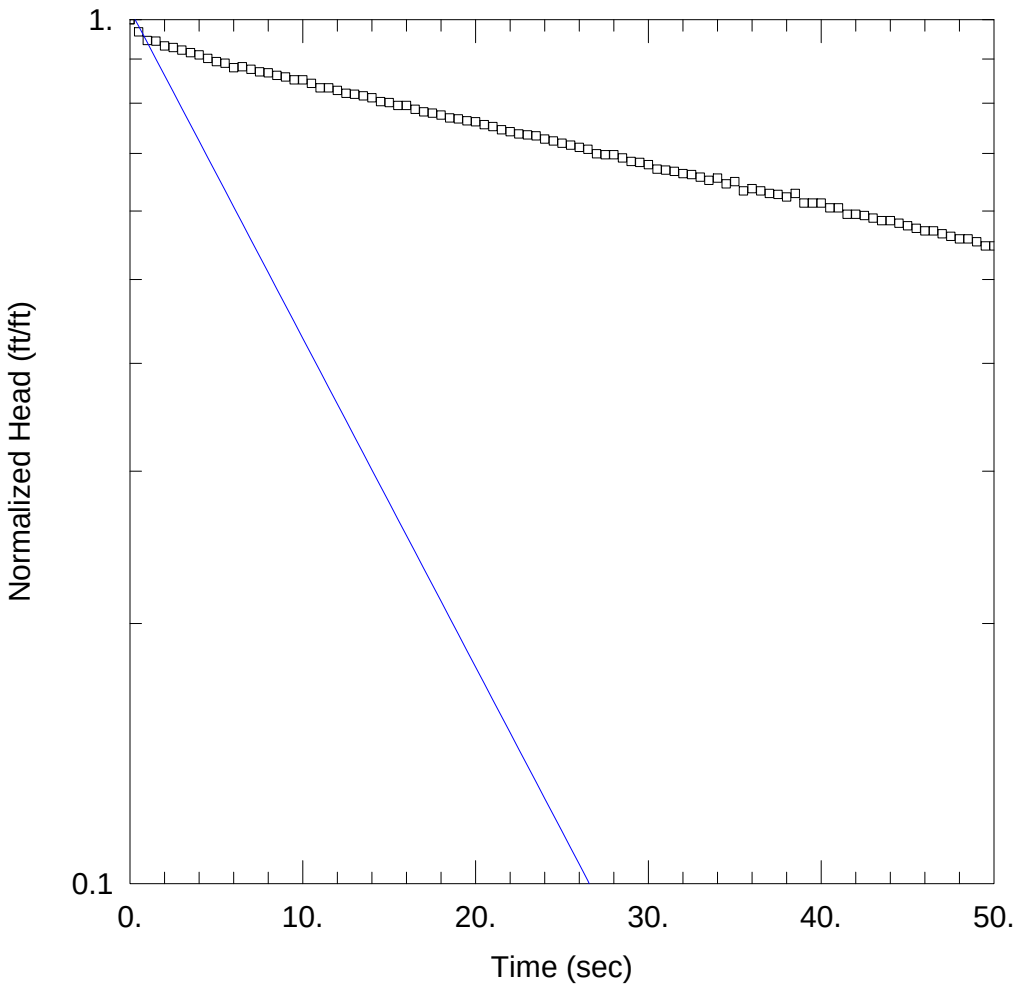
WELL DATA (BH-3 Falling)

Initial Displacement: 0.552 ft
Total Well Penetration Depth: 12.71 ft
Casing Radius: 0.083 ft
Static Water Column Height: 12.75 ft
Screen Length: 9.05 ft
Well Radius: 0.177 ft

SOLUTION

Aquifer Model: Unconfined Solution Method: Bouwer-Rice

K = 7.093 ft/day y0 = 0.5561 ft



WELL TEST ANALYSIS

Data Set: K:\3-3081-01\Field Work\Data\Aqtesolve\052217 revised evaluation\BH4_rising 052217.aqt
Date: 06/07/17 Time: 14:38:10

PROJECT INFORMATION

Company: JCO
Client: Mogul
Project: 3-3081-01
Location: Jackson, WY
Test Well: BH-4
Test Date: 5/9/17

AQUIFER DATA

Saturated Thickness: 11. ft Anisotropy Ratio (Kz/Kr): 1.

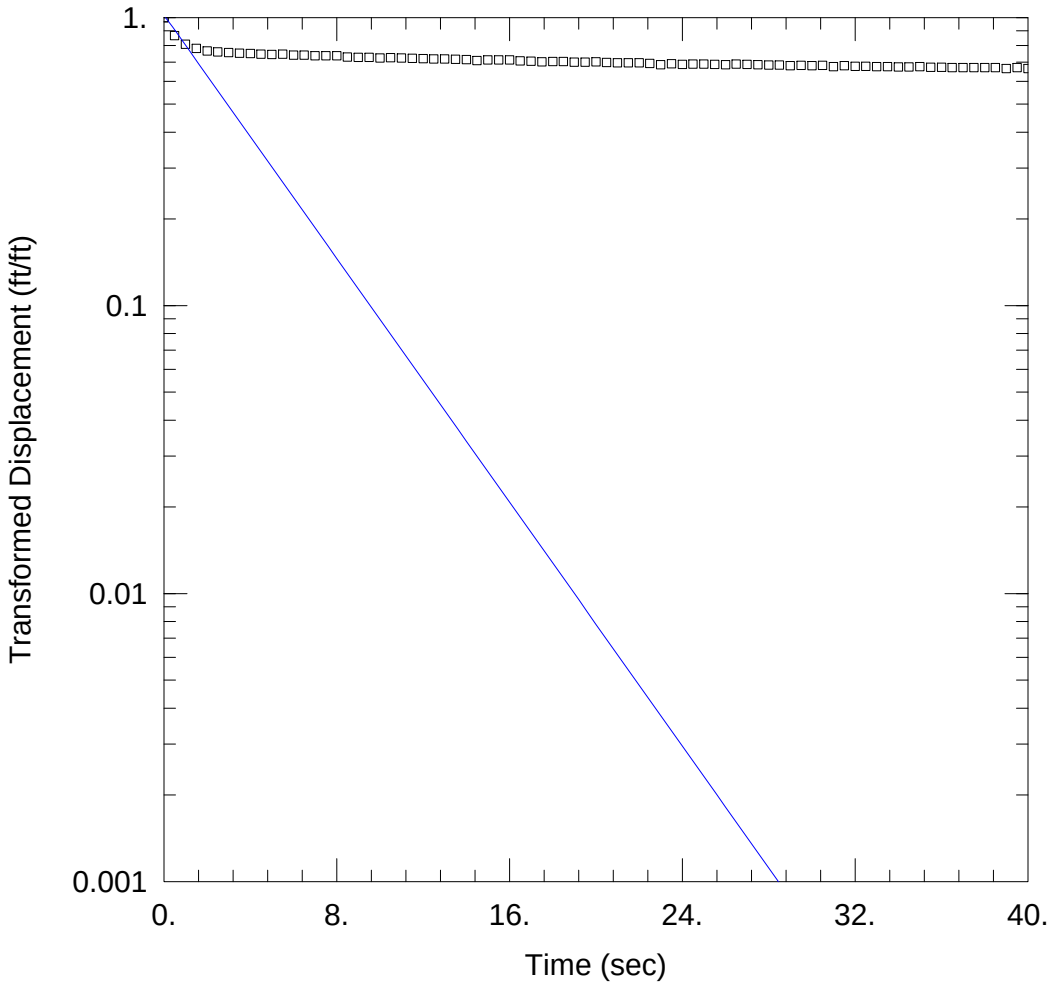
WELL DATA (BH-4 Rising)

Initial Displacement: 0.499 ft
Total Well Penetration Depth: 6.85 ft
Casing Radius: 0.083 ft
Static Water Column Height: 6.84 ft
Screen Length: 6.85 ft
Well Radius: 0.177 ft

SOLUTION

Aquifer Model: Unconfined Solution Method: Bouwer-Rice

K = 9.348 ft/day y0 = 0.5124 ft



WELL TEST ANALYSIS

Data Set: K:\3-3081-01\Field Work\Data\Aqtesolve\052217 revised evaluation\BH5_rising 052217.aqt
Date: 06/07/17 Time: 14:39:50

PROJECT INFORMATION

Company: JCO
Client: Mogul
Project: 3-3081-01
Location: Jackson, WY
Test Well: BH-5
Test Date: 5/9/17

AQUIFER DATA

Saturated Thickness: 11.2 ft Anisotropy Ratio (Kz/Kr): 1.

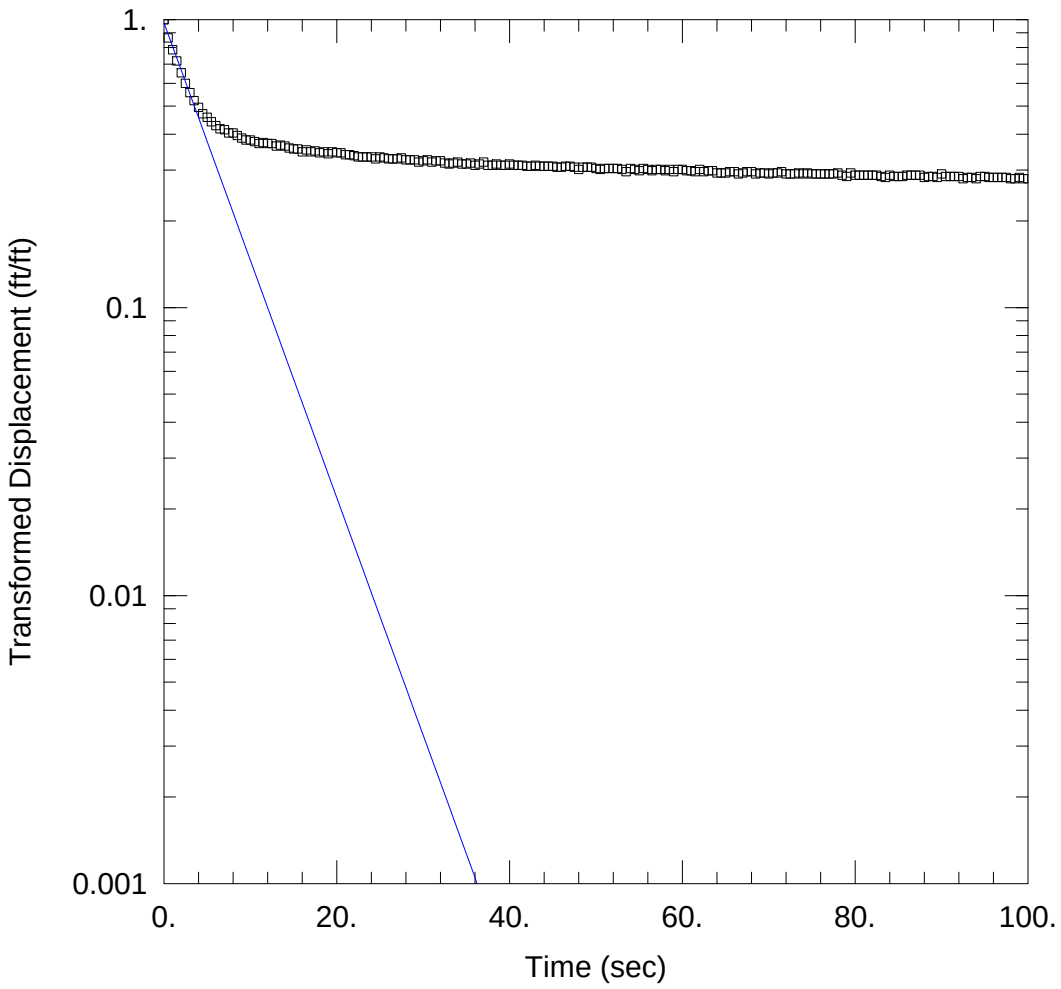
WELL DATA (BH-5 Rising)

Initial Displacement: 0.505 ft
Total Well Penetration Depth: 10. ft
Casing Radius: 0.083 ft
Static Water Column Height: 10.03 ft
Screen Length: 10. ft
Well Radius: 0.33 ft
Gravel Pack Porosity: 0.35

SOLUTION

Aquifer Model: Unconfined Solution Method: Dagan

K = 20.11 ft/day y0 = 0.5155 ft



WELL TEST ANALYSIS

Data Set: K:\...\MW021_rising 052217.aqt
Date: 06/07/17 Time: 14:50:42

PROJECT INFORMATION

Company: JCO
Client: Mogul
Project: 3-3081-01
Location: Jackson, WY
Test Well: MW-021
Test Date: 5/9/17

AQUIFER DATA

Saturated Thickness: 21. ft Anisotropy Ratio (Kz/Kr): 1.

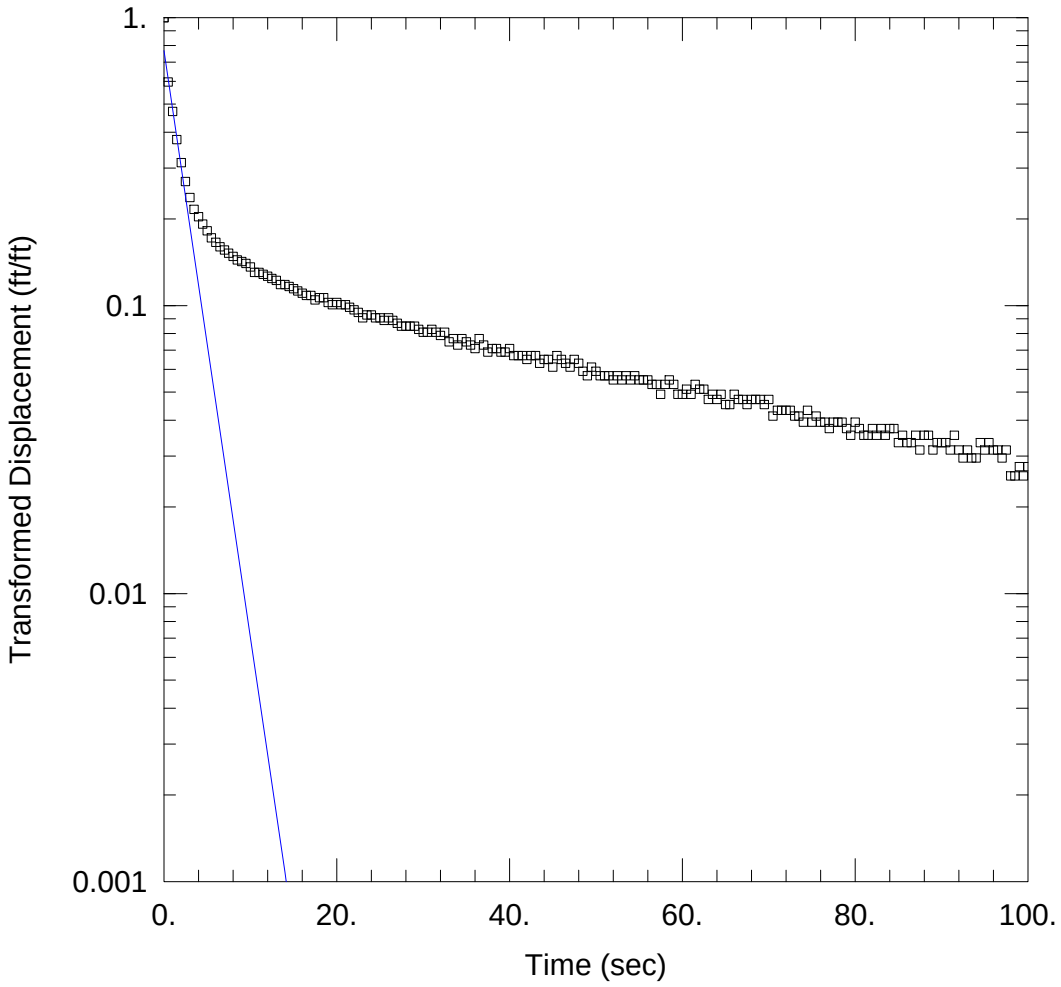
WELL DATA (MW-021 Rising)

Initial Displacement: 0.37 ft
Total Well Penetration Depth: 10. ft
Casing Radius: 0.083 ft
Static Water Column Height: 7.73 ft
Screen Length: 10. ft
Well Radius: 0.3125 ft
Gravel Pack Porosity: 0.35

SOLUTION

Aquifer Model: Unconfined Solution Method: Dagan

K = 20.9 ft/day y0 = 0.3607 ft



WELL TEST ANALYSIS

Data Set: K:\...\MW023_rising 052217.aqt
Date: 06/07/17 Time: 14:53:05

PROJECT INFORMATION

Company: JCO
Client: Mogul
Project: 3-3081-01
Location: Jackson, WY
Test Well: MW-023
Test Date: 5/9/17

AQUIFER DATA

Saturated Thickness: 20.5 ft Anisotropy Ratio (Kz/Kr): 1.

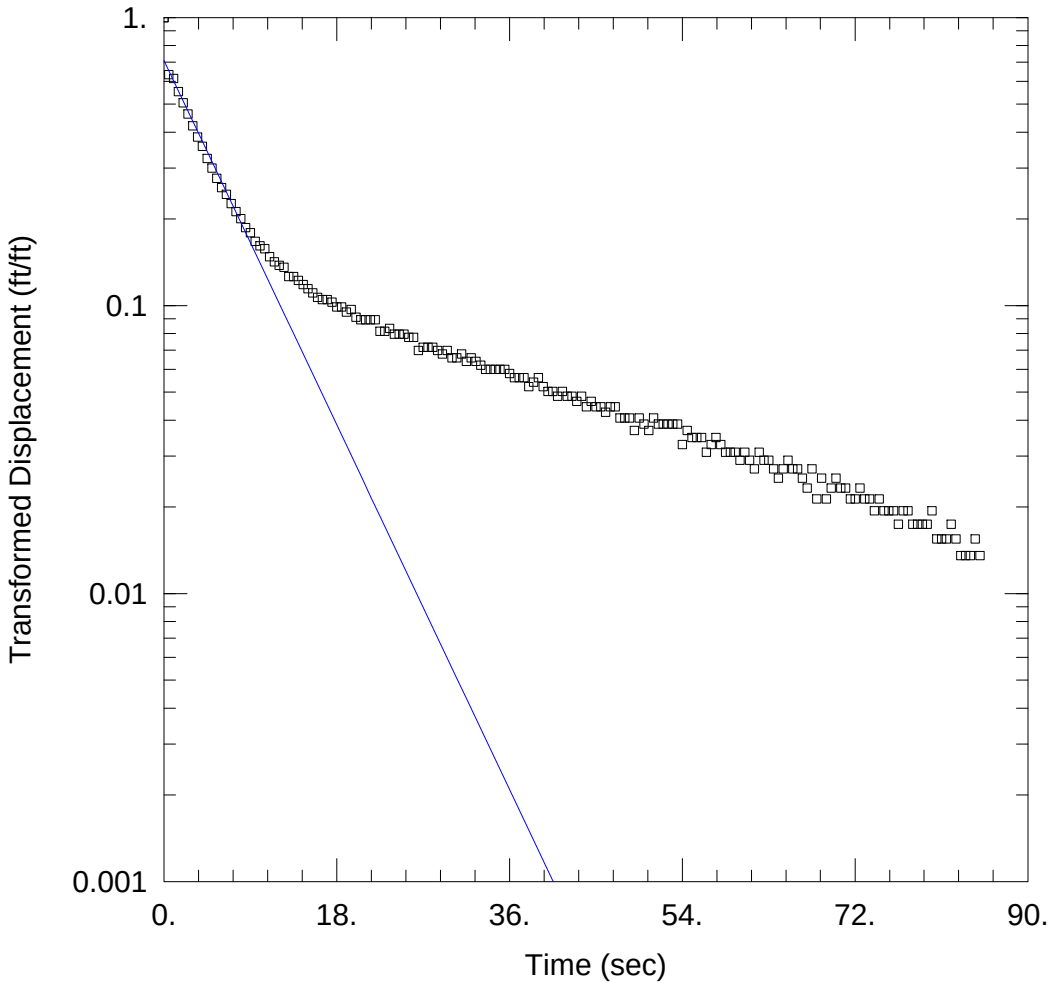
WELL DATA (MW-023 Rising)

Initial Displacement: 0.496 ft
Total Well Penetration Depth: 10. ft
Casing Radius: 0.083 ft
Static Water Column Height: 8.18 ft
Screen Length: 10. ft
Well Radius: 0.3125 ft
Gravel Pack Porosity: 0.35

SOLUTION

Aquifer Model: Unconfined Solution Method: Dagan

K = 48.64 ft/day y0 = 0.3832 ft



WELL TEST ANALYSIS

Data Set: K:\...\MW029_rising 052217.aqt
Date: 06/07/17 Time: 14:53:26

PROJECT INFORMATION

Company: JCO
Client: Mogul
Project: 3-3081-01
Location: Jackson, WY
Test Well: MW-029
Test Date: 5/9/17

AQUIFER DATA

Saturated Thickness: 12. ft Anisotropy Ratio (Kz/Kr): 1.

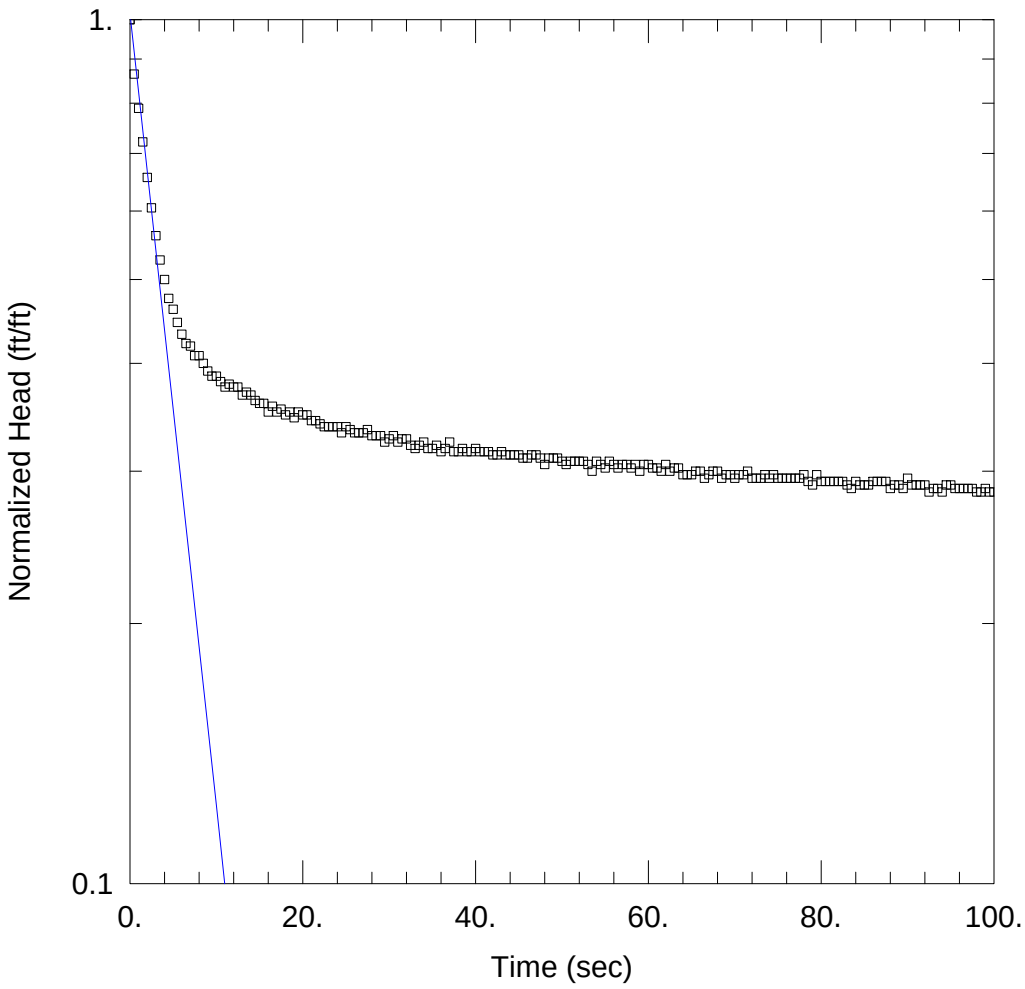
WELL DATA (MW-029 Rising)

Initial Displacement: 0.504 ft
Total Well Penetration Depth: 10. ft
Casing Radius: 0.083 ft
Static Water Column Height: 6.2 ft
Screen Length: 10. ft
Well Radius: 0.3125 ft
Gravel Pack Porosity: 0.35

SOLUTION

Aquifer Model: Unconfined Solution Method: Dagan

K = 19.1 ft/day y0 = 0.36 ft



WELL TEST ANALYSIS

Data Set: K:\...\conf-MW021_rising 052217.aqt
Date: 06/08/17 Time: 10:29:13

PROJECT INFORMATION

Company: JCO
Client: Mogul
Project: 3-3081-01
Location: Jackson, WY
Test Well: MW-021
Test Date: 5/9/17

AQUIFER DATA

Saturated Thickness: 1. ft Anisotropy Ratio (Kz/Kr): 1.

WELL DATA (Conf_MW-021 Rising)

Initial Displacement: 0.37 ft
Total Well Penetration Depth: 10. ft
Casing Radius: 0.083 ft
Static Water Column Height: 7.73 ft
Screen Length: 10. ft
Well Radius: 0.3125 ft
Gravel Pack Porosity: 0.35

SOLUTION

Aquifer Model: Confined Solution Method: Bouwer-Rice

K = 119.5 ft/day y0 = 0.3764 ft

The Johnson Company
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ATTACHMENT B

Teton Geotechnical
Geologic Investigation Report
JH Mogul Hotel
Jackson, Wyoming

Teton Geotechnical

GEOLOGIC INVESTIGATION REPORT
JH Mogul Hotel
Jackson, Wyoming

Prepared for:
Mogul Hospitality Partners – Jackson, LLC
210 E. Main Street, Suite 109
Midway, UT 84049

Prepared By:
Jason Rolfe, PG
Professional Geologist
Teton Geotechnical

Teton Geotechnical

May 30th, 2017

Rachel Lambert
Vice President of Construction
Mogul Hospitality Partners – Jackson, LLC
210 E. Main Street, Suite 109
Midway, UT 84049

Re: Geologic Investigation Report for the JH Mogul Hotel, Jackson, Wyoming

Dear Rachel,

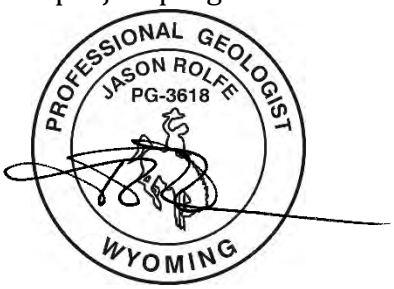
This geologic investigation report describes the borehole and geologic conditions observed at the proposed JH Mogul Hotel site, which is approximately located at 325 North Cache Street, in Jackson, Wyoming. The purpose of the geologic information obtained from the field investigation will be for use in engineering design and development on the property. In total, 7 boreholes were logged at the site during this investigation and 8 samples were sent in for laboratory testing.

In summary, the 2-acre project is covered in 10 to 25 feet of fine-grained flood plain and swamp deposits, with the thickest deposits occurring at the northern end of the project. These fine-grained soils consist of primarily silt and clay. The swamp and flood plain deposits overlie medium dense to dense sandy cobble and gravel alluvium to depths in excess of 60 feet.

Groundwater was observed to be as shallow as 3 feet below the ground surface and will fluctuate in response to regional run-off events. The readings taken on May 8th, 2017, likely do not represent the shallowest readings of the season. The Johnson Company was retained to provide specific information related to the groundwater and hydrology for the project site.

We appreciate the opportunity to work with you on this project and we'll be available to answer questions as the project progresses.

Thank you,



Jason Rolfe, PG
Professional Geologist/Owner

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Appendix A: Borehole Logs
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Appendix C: Corrected N60 Spreadsheet
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Appendix E: WAI Project Report

1 INTRODUCTION

As authorized by Rachel Lambert of Mogul Hospitality Partners, Teton Geotechnical performed a geologic site investigation for the approximate 2.6-acre project site, centered at 325 North Cache Street, and located less than a half-mile from the Town Square in Jackson, Wyoming (Figure 1). The purpose of this geologic investigation was to identify and log the site soils, groundwater, and site conditions for the use in planning and development of the subject property. In total, 7 boreholes were drilled during this investigation at the project site (Figure 2). In addition to this recent field exploration, approximately 20 previously drilled boreholes were reviewed and incorporated into this report. The previous boreholes were installed in an effort to monitor the limits of contaminated water and soil through the Wyoming Department of Environmental Quality's (WDEQ) Leaking Above and Underground Storage Tank (LAUST) program and previous development attempts. Information from the previous studies and the current study are included in this report and its appendices.

1.1 SITE DESCRIPTION

The 2.6-acre study area is comprised of 11 individual parcels, most of which contain existing structures and businesses. The area of interest is bounded to the west by North Glenwood Street, to the south by Mercill Avenue, to the east by North Cache Street, and to the north by Perry Avenue (Figure 2). The area of interest (AOI) is relatively flat and has less than approximately 5 vertical feet of relief throughout the parcels. The site has an average elevation of about 6,222 feet above mean sea level and is located in the southeast quarter of Section 28, Township 41N, Range 116W.

At the time of this report, no development drawings were available for review. The parcel is zoned CR-2 (Commercial Residential-2) and it is assumed that the site will be used primarily for commercial development.

1.2 HISTORICAL INFORMATION

Plat maps available from the county indicate that the area was first subdivided in September, 1925. According to air photos from the Teton County GIS Map Server, development began on the site between prior to 1945, the earliest photography available. By the 1950's, the block consisted of over a dozen houses and businesses. Development continued through the 1980s and stabilized for several decades, until 2012, when two buildings were demolished at the northeast corner of the block.

Over the decades, several automobile fueling stations and maintenance shops operated in the area and had approximately 10 underground storage tanks, several which were responsible for releasing hydrocarbons into the soil and groundwater.

At the time of this report, the AOI consists of retail stores, professional buildings, an operational hotel, an abandoned hotel, a rafting operation, a residential home, and two vacant lots.

1.3 PROPOSED DEVELOPMENT

At the time of this report, project drawings were not available for the site, although it is assumed that a new boutique hotel and retail stores will be constructed. Underground parking is a desired component for future site development.

1.4 PREVIOUS STUDIES

For the past 3 decades, there has been an ongoing effort to assess and mitigate the contaminated soil and groundwater surrounding the AOI. The studies were conducted under the supervision of the WDEQ and performed by Dames & Moore and the URS Corporation. These decontamination activities were accompanied by over two dozen geologic borings and groundwater monitoring wells. The associated reports and wells logs were incorporated into this report and are included in Appendix D of this report.

In January, 2008, Womack and Associates (WAI) issued a Geotechnical Investigation Report for the northeast quarter of the AOI. Their investigation included advancing 4 boreholes at the site, performing laboratory analyses, and offering engineering recommendations for construction. The borehole and laboratory data was used to supplement the borehole and laboratory data from this field investigation. The WAI report is included as Appendix E of this report.

1.5 SCOPE OF INVESTIGATION

On April 22nd and 23rd, 2017, a Professional Geologist from Teton Geotechnical directed the drilling, logging, sampling, and well installation of 7 exploratory boreholes at the project site. The boreholes were advanced using a Simco 2800 drill rig, which was operated by LK Drilling out of Green River, Wyoming. A total of 188 vertical feet of drilling was executed and 30 Standard Penetration Tests were performed in two days of drilling. Boring logs from the field exploration effort are included in Appendix A of this report.

Boreholes were distributed evenly throughout the southern half of the AOI and 6 new wells were installed in order to support hydrologic studies at the site (provided by The Johnson Company).

For borings BH-1 to BH-6, the holes were generally terminated at the contact between the fine-grained swamp and flood plain deposits and the coarse-grained alluvial gravels and cobbles. Borehole BH-7 was advanced to 75 feet in depth.

This report contains a summary of the recent field investigation and includes discussions and data provided by previous studies performed at the site, including those by WAI and WDEQ.

2 GEOLOGIC INFORMATION

2.1 GEOLOGIC SETTING

The project site can be found on the Geologic Map of the Jackson Quadrangle, Teton County, Wyoming (Love and Albee, 2004), which contains the location of various rock units, contacts, faults, and other geologic information. According to the map, the site is covered by Quaternary flood plain (Qfp) deposits and is likely to intermix with the locally mapped swamp (Qs) and alluvial fan (Qf) deposits (Figure 1). Love and Albee describe the units as follows:

> **Flood Plain Deposits:** "Sand, silt, clay, and minor lenses of gravel."
> **Swamp Deposits:** "Clay, silt, and fine sand, dark-gray and brown; rich in vegetal debris."
> **Alluvial Fan Deposits:** "Water-laid gravel, sand, silt, and clay spreading out from mouths of ravines and canyons; finer-grained debris becomes progressively more abundant toward downstream margin of fan."

The soils encountered in the boreholes indicate that, due to the similarity in the materials, there may be overlapping and interfingering of the flood plain and swamp deposits, which overlie alluvial gravels and cobbles. The precise determination of the origin of the fine-grained materials at the site is extremely difficult to ascertain and will not likely have a strong influence on the engineering characteristics of the soil. Although the geologic mapping is considered to be accurate on a large scale, it is unlikely to provide anything more than a guideline for small scale applications, such as the project site. In general, swamp deposits are mapped east of the site and alluvial fan deposits are mapped south of the AOI.

Cross sections for the project site were compiled from this investigation's drilling data and that from the previous studies at the project site. Although dozens of wells have been installed near the project site, their depths did not always penetrate into the coarse grained alluvial gravels and cobbles. This gives an approximate minimum depth to the alluvium, but does not allow for a discrete horizon to be determined for many of these wells. In some areas, the geologic conditions were inferred from these minimum depths and extrapolated from the known depths. Cross sections for the AOI are included as Figure 4 and Figure 5 of this report.

The soils identified in the boreholes generally agree with the mapping, but also suggest that there has been a mixing of materials over geologic time. For simplicity, the fine-grained materials encountered at the site are considered to be flood plain

and swamp deposits and the underlying coarse grained materials are considered to be alluvial gravels and cobbles, unless noted otherwise.

2.2 SEISMICITY

Jackson Hole is located within the Intermountain Seismic Belt (ISB), a zone of seismicity that extends south to Arizona and north into Montana. The ISB is responsible for several large fault zones throughout the Intermountain West and includes the Teton, Hoback, and Grand Valley fault systems. The Teton fault is located approximately 6.5 miles northwest of the project site and is considered to be capable of generating a magnitude 6.9 to 7.5 earthquake. Strong ground motion at the project site can be expected if there is a sizeable earthquake on the Teton or other regional fault. Seismic design criteria, provided by the USGS, are attached in Figure 3 of this report. The property is classified as having Site Class D soils.

2.3 SITE SOILS AND GEOLOGIC CHARACTERISTICS

In general, the site soils consist approximately 10 to 25 feet of fine-grained swamp and flood plain deposits, which are comprised of various amounts of clay, silt, and sand. The fine-grained soils are generally moist to wet, soft to medium stiff, and highly plastic. Shells and organics were observed in several of the recovered cores and suggest that deposition may have been along the edge of a lake or lacustrine environment at one point in geologic time. As seen in Figures 4 and 5, the depth of the fine-grained deposits increases from south to north, but remain somewhat constant east to west.

The fine-grained soils overlie alluvial gravel and cobbles to a depth of at least 60 feet. The gravel and cobble alluvium is generally dense to very dense, wet to saturated, and likely contains clasts up to 9-inches in diameter. Due to the narrow aperture size of the downhole sampler, recovery of whole clasts is not possible. Instead, the size of the gravel and cobbles is estimated based on other deposits identified in the Jackson Hole area.

Below 60 feet, BH-7 encountered several clay, sand, and gravel layers to the bottom of the borehole. This suggests that there is a depositional change that occurs at approximately 60 feet in depth, which may necessitate additional geotechnical information if deep foundation systems are planned.

The fine-grained swamp and flood plain deposits are likely to have an average dry density of approximately 90 pcf, based on the laboratory test performed by WAI, and an internal friction angle of 25 degrees, based on the soil classifications.

The alluvial gravels and cobbles have an average dry density of 135 pounds per cubic foot, an internal friction angle of 35 degrees, and no cohesion.

The USDA Web Soil Survey, classifies 100% percent of the lot as Greyback gravelly loam, which consists of gravelly loam, very gravelly sandy loam, and very gravelly loamy sand to depths of 5 feet. Field investigations at the site have observed much more silt and clay deposition than the USDA mapping has identified.

2.4 SURFACE WATER AND GROUNDWATER

Groundwater was observed in all of the boreholes and monitoring wells were installed in 6 out of 7 of the new boreholes. Well readings taken on May 8th, 2017 indicate a groundwater level between approximately 2 feet and 8 feet.

The Johnson Company has been retained for studies related to the groundwater and its characteristics.

2.5 GEOLOGIC HAZARDS

The geologic hazards identified at the property include:

- Strong ground motion in connection with a seismic event;
- Liquefaction from strong ground shaking, unless the buildings and other structures are placed on the alluvial cobbles and gravels or connected to them through deep foundations;
- Settlement or consolidation in the swamp and flood plain deposits;
- Buoyancy distress from structures placed below groundwater levels.

2.6 LABORATORY TESTING

As previously mentioned, laboratory testing was performed on 8 samples obtained from the boreholes advanced by Teton Geotechnical (Appendix B), and WAI performed soil tests in 2008 (Appendix E). Testing in 2017 consisted of Atterberg Limits tests and fines classification and were performed by Strata, out of Idaho Falls, ID.

Laboratory testing for the coarse-grained alluvial gravels and cobbles was not performed because the downhole sampler cannot collect a representative sample and the soil characteristics of the alluvium are well known.

The soil classification and Atterberg Limits tests indicate that the fine-grained soils are lean clays, fat clays, low-plastic silts, and high-plastic silts. Basically, there was concurrent deposition of clay, silt, and sand occurring in inconsistent ratios to produce a large amount of soil variation. Seven of the Atterberg Limits tests returned plasticity index values ranging from 15 to 45, which correspond to medium plastic to highly plastic soils. Only one of the samples returned as non-plastic. The laboratory samples are consistent with swamp and flood plain soils.

The 2008 report from WAI includes additional laboratory testing, such as consolidation tests and particle size distribution analyses.

3 CONCLUSION

The 2-acre project site is located on deposits of fine-grained flood plain and swamp deposits which overlie alluvial gravel and cobbles at a depth of 10 to 25 feet. The fine-grained soils consist of low-plastic silt, high-plastic silt, low-plastic clay, and high plastic clay. Groundwater was observed to be as shallow as 2 feet in the project vicinity, although this depth may rise and fall in response to regional groundwater conditions.

The project developer will have several hazards to overcome in order to build at the site, such as shallow groundwater, collapsible and expansive soils, weak bearing soils, and shaking and/or liquefaction during a seismic event.

4 LIMITATIONS

The geologic and geotechnical recommendations and interpretations outlined in this report are based on a limited amount of data and assumes that major variations in the subsurface will not exist. Although every attempt to document the soils has been made, the soil conditions are based on a limited amount of information. This office should be immediately notified if significant differences between the assumptions made in this report and the actual site conditions exist.

At the time of this report, basic project drawings were not available for review. This office should be provided a set of final development plans in order to verify that the recommendations and interpretations made in this report are in accordance with the project specifications. Copies of this report should be made available to the contractors, architects, and engineers working on this project.

The recommendations provided in this report are valid for one year from its issue date and this office should verify site conditions after that time. This report and its figures are applicable only to the aforementioned project site and should not be used for other properties or parcels.

Teton Geotechnical appreciates the opportunity to work with you on this project. If you have any additional questions regarding this project, then please contact our office.

5 REFERENCES

Federal Emergency Management Agency, Flood Map Service Center, Internet site: https://msc.fema.gov/portal/, last accessed on 5/20/2017.

Love, J.D., Albee H.F., 2004, Geologic Map of the Jackson Quadrangle, Teton County, Wyoming, Wyoming State Geological Survey, J. David Love Historical Geologic Map Series, Map LMS-9, 1:24,000.

Smith, R.B., Arabasz, W.J., 1991, Seismicity of the Intermountain Seismic Belt, in Slemmons, D.B., Engdahl, E.R., Zoback, M.D., and Blackwell, D.D., editors, Neotectonics of North America, Geological Society of America, Decade Map Volume 1, p. 185-228.

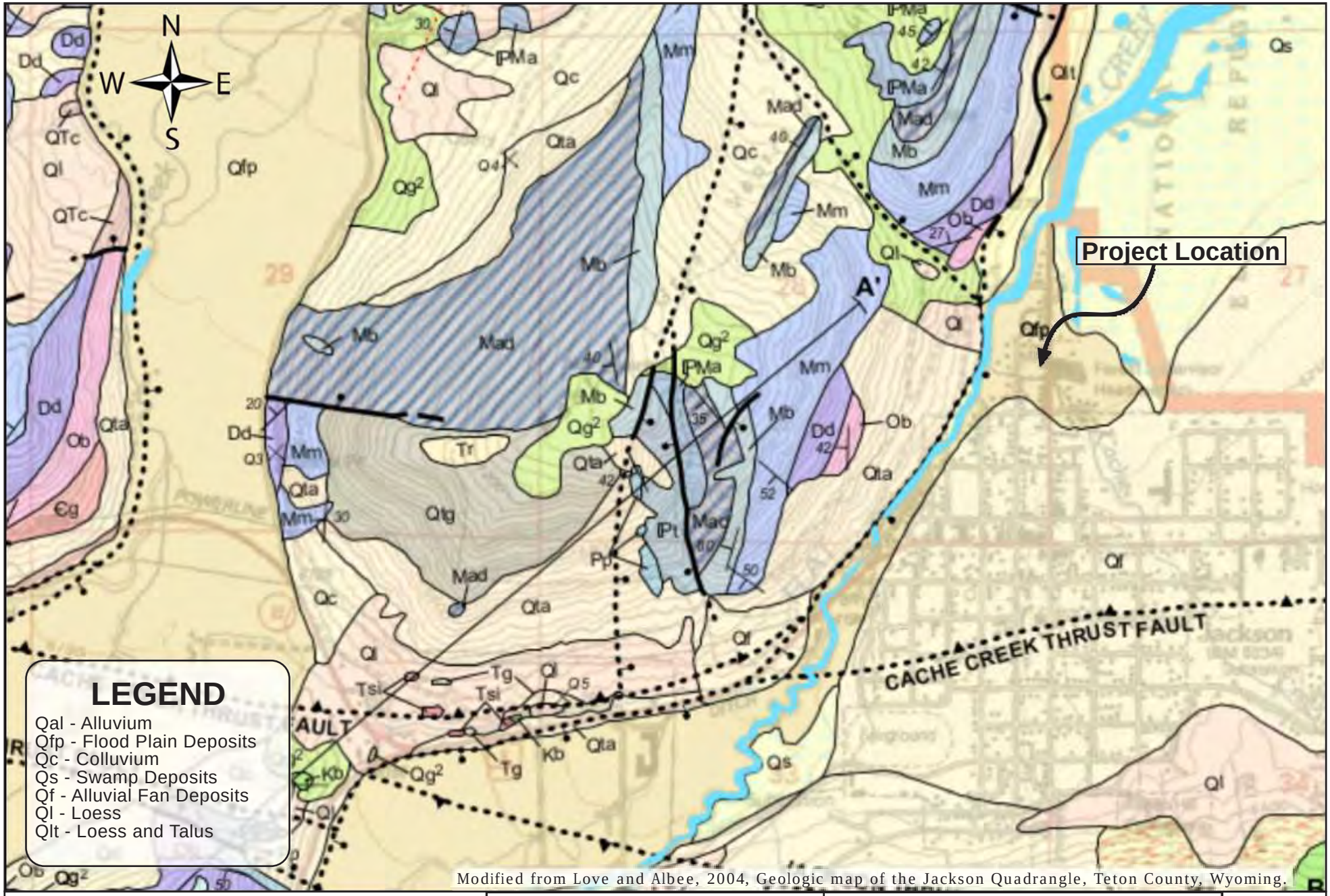
Terzaghi, K., and Peck, R.B., 1967, Soil Mechanics in Engineering Practice, Second Edition: John Wiley & Sons, New York, 729 p.

Teton County, Teton County GIS Map Server, Internet site: http://maps.greenwoodmap.com/tetonwy/mapserver/map, last accessed on 5/29/2017.

United States Department of Agriculture, Web Soil Survey, Internet site: http://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx, last accessed on 2/10/2017.

United States Geological Survey, U.S. Seismic Design Maps, Internet site: http://earthquake.usgs.gov/designmaps/us/application.php, last accessed on 5/15/2017.

FIGURES



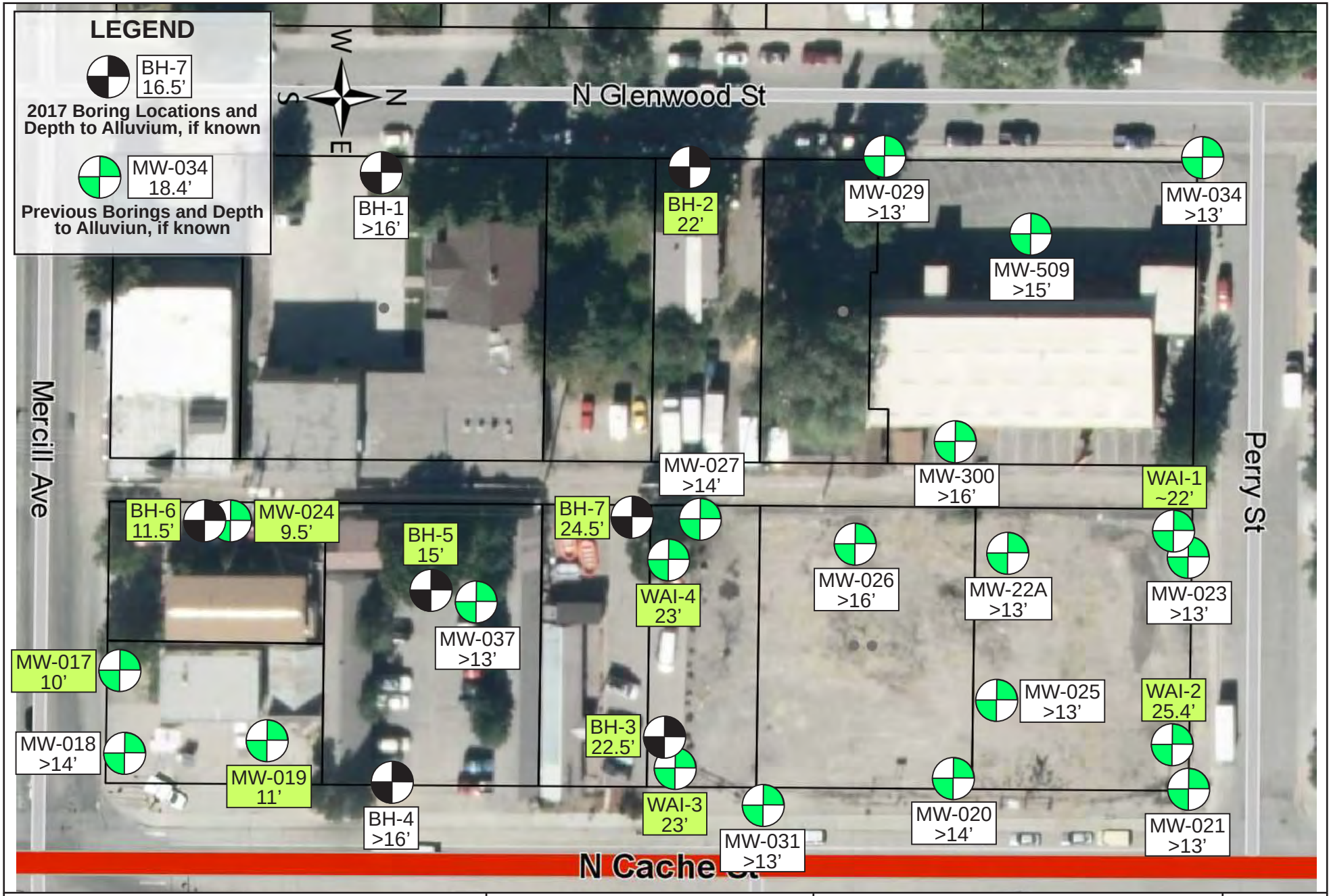
Geologic Location Map
Geologic Investigation Report
JH Mogul Hotel
Jackson, Wyoming

0 1/4 Mile 1/2 Mile

Scale : 1 inch = 1/4 Mile

Teton Geotechnical

FIGURE
1



Boring Location Map
Geotechnical Investigation Report
JH Mogul Hotel
Jackson, Wyoming

0 60 120

Scale : 1 inch = 60 feet

Teton Geotechnical

FIGURE
2

USGS Design Maps Summary Report

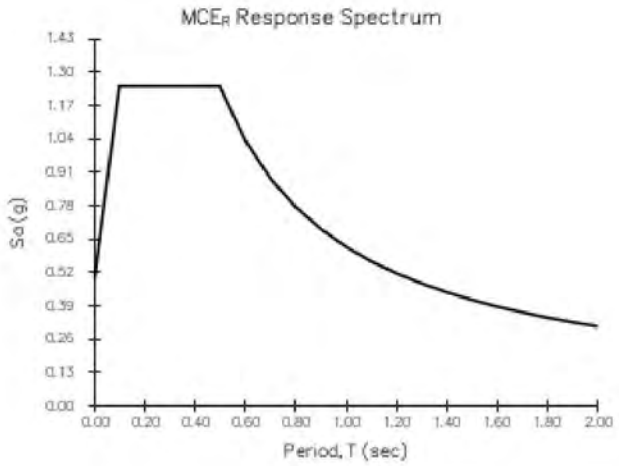
User–Specified Input

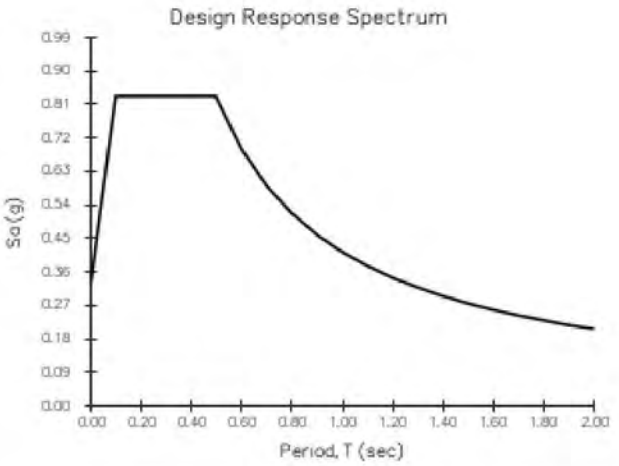
Report Title	JH Mogul Hotel Tue May 30, 2017 02:56:54 UTC
Building Code Reference Document	2012/2015 International Building Code (which utilizes USGS hazard data available in 2008)
Site Coordinates	43.48442°N, 110.7624°W
Site Soil Classification	Site Class D – "Stiff Soil"
Risk Category	I/II/III

USGS–Provided Output

S_S =	1.245 g	S_{MS} =	1.247 g	S_{DS} =	0.832 g
S_1 =	0.376 g	S_{M1} =	0.620 g	S_{D1} =	0.413 g

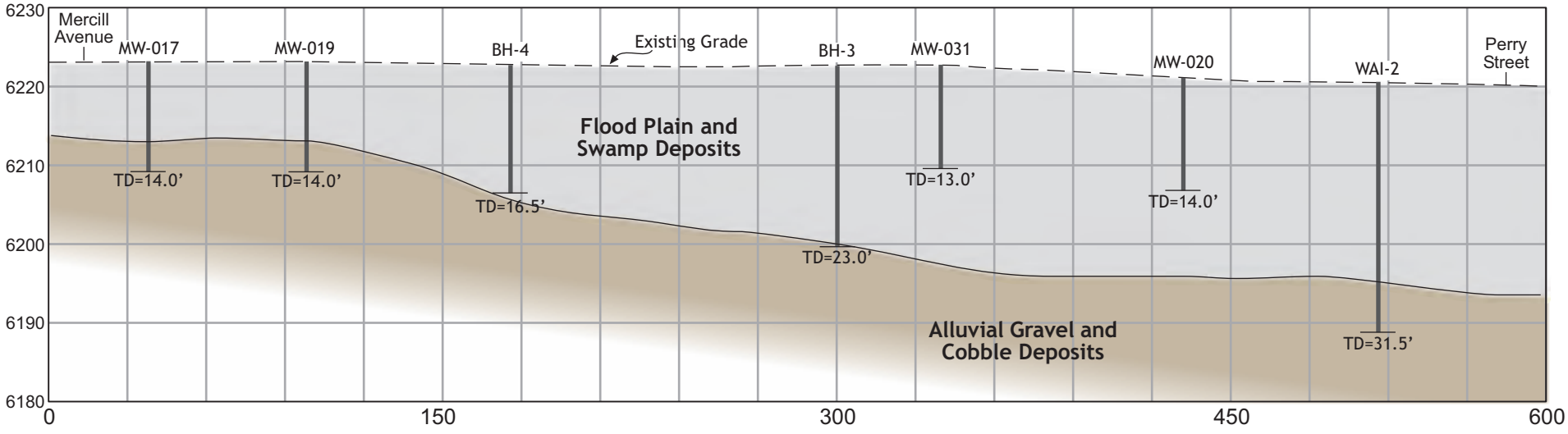
For information on how the SS and S1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the "2009 NEHRP" building code reference document.



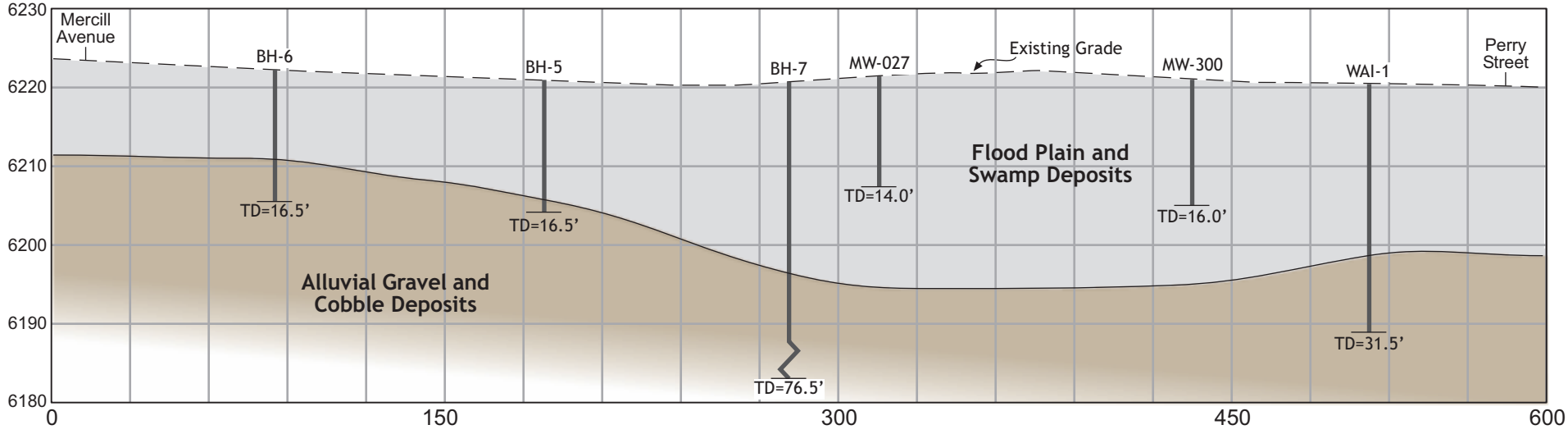


Although this information is a product of the U.S. Geological Survey, we provide no warranty, expressed or implied, as to the accuracy of the data contained therein. This tool is not a substitute for technical subject-matter knowledge.

Cross Section Along A-A', Looking West



Cross Section Along B-B', Looking West

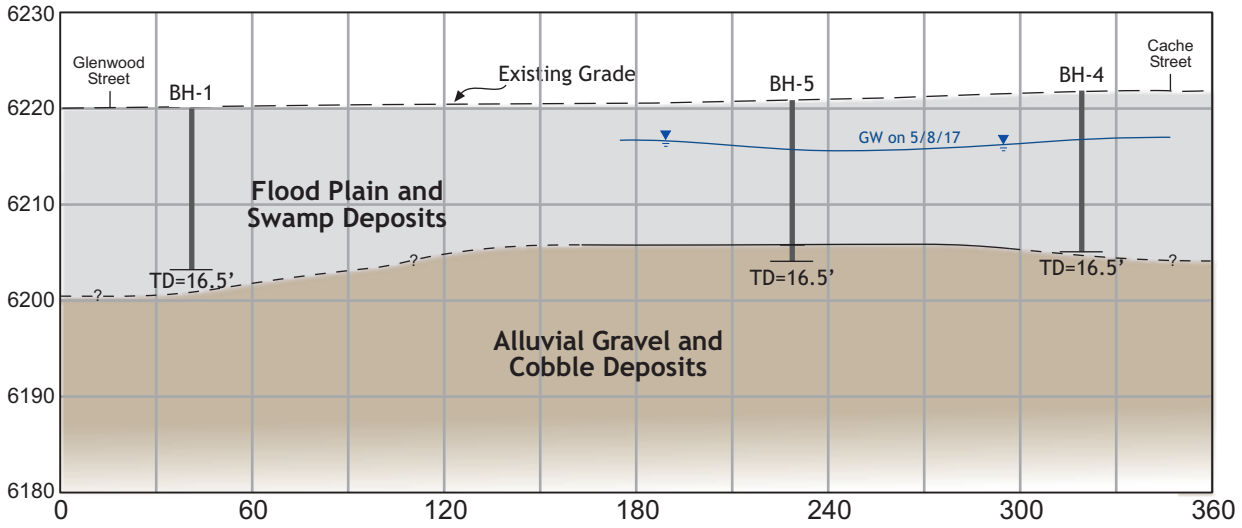


Geologic Cross Sections
Geologic Investigation Report
JH Mogul Hotel
Jackson, Wyoming

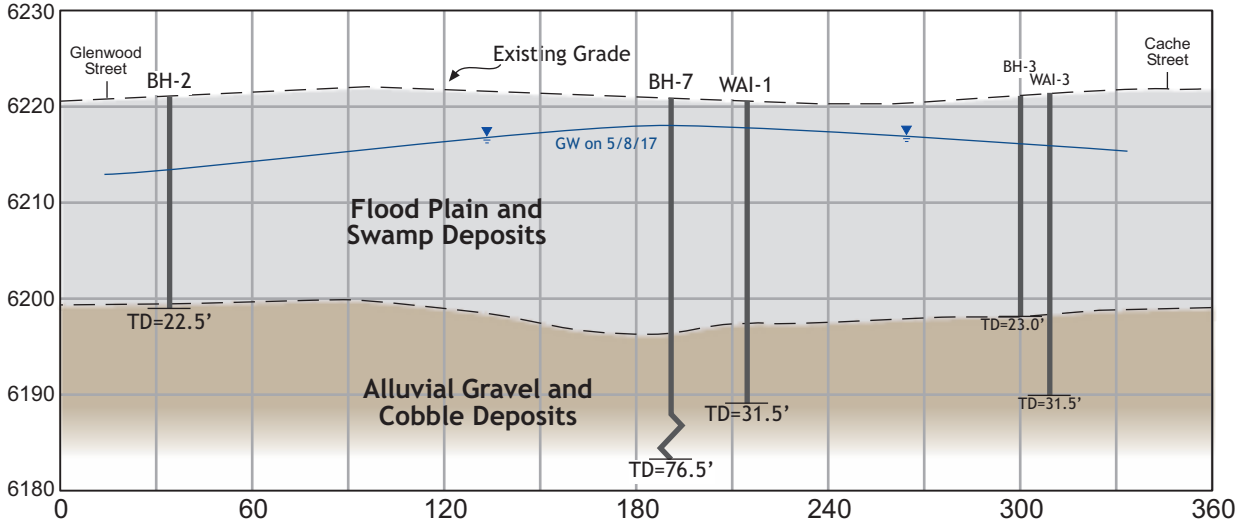
Teton Geotechnical

FIGURE
4

Cross Section Along C-C', Looking North



Cross Section Along D-D', Looking North



Geologic Cross Sections
Geologic Investigation Report
JH Mogul Hotel
Jackson, Wyoming

Teton Geotechnical

FIGURE
5

APPENDICES

APPENDIX A

Borehole Logs

Project:		Project Number:	Client:	Borehole No.
JH Boutique Hotel		1703.1	Mogul Capital	**BH-1**
Site Location:			**Drilling Contractor:**	**Drill Type:**
W side of 330 N Glenwood, Jackson, WY			LK Drilling	Simco 2800
Logged By:	**Date**	**Started:**	**Operator:**	**Weather:**
JR		**4/22/2017**	Steve	Clear
Elevation:		**Completed:**	**Groundwater Depth:**	**Total Depth of Borehole:**
~6,220'		**4/22/2017**	12.5'	16.5'
Borehole Location:			**Monitoring Well Notes:**	
Lawn of the Meridian Group, see Figure 2			N/A	
Surface Description:			**Other:**	
Grassy lawn			Rope and cat head used. 2"-diameter split spoon used for sampling.	

Depth (feet)	SPT Interval	Sample Type and Number	Sample Retrieval	Corrected SPT Values (N60)	Lithology	Plasticity Index
1					0.0' - 1.5': FILL - Sandy gravel and cobbles, medium brown, moist, loose to dense, surface is grass.	
2					1.5' - BOH': FLOODPLAIN DEPOSITS - Interbedded and intermixed clay, silt, sand, and gravel.	
3					- intermittent gravel to 5'.	
4						
5						
6		SS 1-1	6"/18"	13	5.0' - 6.5': Clayey gravel and cobbles, dark brown, moist, medium dense, plastic matrix, cobble in shoe.	
7						
8						
9					- grinding to 10', heavy at times.	
10						
11		SS 1-2	8"/18"	17	10.0' - 11.5': Silty gravel, dark brown, dry to slightly moist, medium dense.	
12						
13					- groundwater at 12.5' at time of drilling.	
14						
15						
16		SS 1-3	3"/18"	16	15.0' - 16.5': Gravelly sand, orange, saturated, medium dense, non-plastic.	
17					Bottom of borehole at 16.5' below the ground surface. Groundwater observed at approximately 12.5' at time of drilling.	

Teton Geotechnical

Project:	Project Number:	Client:	Borehole No.
JH Boutique Hotel	1703.1	Mogul Capital	BH-2
Site Location:		**Drilling Contractor:**	**Drill Type:**
W side of 350 N Glenwood, Jackson, WY		LK Drilling	Simco 2800
Logged By:	**Started:**	**Operator:**	**Weather:**
JR	**4/22/2017**	Steve	Clear
Elevation:	**Completed:**	**Groundwater Depth:**	**Total Depth of Borehole:**
~6,220'	**4/22/2017**	12.0'	22.0'
Borehole Location:		**Monitoring Well Notes:**	
Lawn of the Meridian Group, see Figure 2		2-inch diameter well. Screened from 8.5'-18.5'.	
Surface Description:		**Other:**	
Grassy lawn		Rope and cat head used. 2"-diameter split spoon used for sampling.	

Depth (feet)	SPT Interval	Sample Type and Number	Sample Retrieval	Corrected SPT Values (N60)	Lithology	Plasticity Index
1					0.0' - 1.5': FILL - Sandy gravel and cobbles, medium brown, moist, loose to dense, surface is grass.	
2					1.5' - 22.0': FLOODPLAIN AND SWAMP DEPOSITS - Interbedded and intermixed clay, silt, and fine sand.	
3						
4					- easy drilling.	
5						
6		SS 2-1	10"/18"	8	5.0' - 6.5': Silty clay, dark brown, moist, medium stiff, plastic.	
7						
8						
9						
10						
11		SS 2-2	10"/18"	3	10.0' - 11.5': Clay, grey/blue with black flecks, moist, soft, highly plastic, few organics.	
12					- groundwater at 12.0' at time of drilling.	
13						
14						
15						
16		SS 2-3	14"/18"	4	15.0' - 16.5': Clay, light brown, moist to wet, highly plastic, soft, fossiliferous, shells and organics.	
17						

Lithology

Soil Group Name: modifier, color, moisture, density/consistency, grain size, other descriptors.

Rock Description: modifier, color, hardness/degree of concentration, bedding and joint characteristics, solutions, void conditions, other descriptors.

Project:	Project Number:	Client:	Borehole No.
JH Boutique Hotel	1703.1	Mogul Capital	BH-2

Depth (feet)	SPT Interval	Sample Type and Number	Sample Retrieval	Corrected SPT Values (N60)	Lithology **Soil Group Name:** modifier, color, moisture, density/consistency, grain size, other descriptors. **Rock Description:** modifier, color, hardness/degree of concentration, bedding and joint characteristics, solutions, void conditions, other descriptors.	Plasticity Index
18					FLOODPLAIN AND SWAMP DEPOSITS, continued from page 1	
19					- easy drilling.	
20						
21						
22					22.0' - BOH': ALLUVIUM - Sandy cobbles and gravel, medium dense, wet.	
23					Bottom of borehole at 22.5' below the ground surface. Groundwater observed at approximately 12.0' at time of drilling.	
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						

Project:	Project Number:	Client:	Borehole No.
JH Boutique Hotel	1703.1	Mogul Capital	BH-3
Site Location: SE side of 345 N Cache, Jackson, WY		**Drilling Contractor:** LK Drilling	**Drill Type:** Simco 2800
Logged By: JR	**Date** **Started:** 4/22/2017	**Operator:** Steve	**Weather:** Clear
Elevation: ~6,222'	**Completed:** 4/22/2017	**Groundwater Depth:** ~7.0'	**Total Depth of Borehole:** 23.0'
Borehole Location: Eastern side of Lewis and Clark parking lot, see Figure 2		**Monitoring Well Notes:** 2-inch diameter well. Screened from 9.0'-19.0'.	
Surface Description: Parking lot		**Other:** Rope and cat head used. 2"-diameter split spoon used for sampling.	

Depth (feet)	SPT Interval	Sample Type and Number	Sample Retrieval	Corrected SPT Values (N60)	Lithology	Plasticity Index
					Soil Group Name: modifier, color, moisture, density/consistency, grain size, other descriptors. **Rock Description:** modifier, color, hardness/degree of concentration, bedding and joint characteristics, solutions, void conditions, other descriptors.	
1					0.0' - 3.0': FILL - Asphalt over sandy gravel and cobble pit run fill.	
2						
3					3.0' - 22.5': FLOODPLAIN AND SWAMP DEPOSITS - Interbedded and intermixed clay and silt.	
4						
5						
6	■	SS 3-1	10"/18"	2	5.0' - 6.5': Clayey silt, grey to blackish brown, moist to wet, very soft, plastic, contains organics.	
7					- groundwater at 7.0' at time of drilling.	
8						
9					- continued easy drilling.	
10						
11	■	SS 3-2	18"/18"	3	10.0' - 11.5': Clay, bluish brown, wet, soft, highly plastic, organics, fossiliferous.	
12						
13					- heavy grinding.	
14						
15						
16	■	SS 3-3	14"/18"	2	15.0' - 16.5': Clay, bluish brown, moist, very soft, highly plastic, few organics.	
17						

Project:	Project Number:	Client:	Borehole No.
JH Boutique Hotel	1703.1	Mogul Capital	BH-3

Depth (feet)	SPT Interval	Sample Type and Number	Sample Retrieval	Corrected SPT Values (N60)	Lithology **Soil Group Name:** modifier, color, moisture, density/consistency, grain size, other descriptors. **Rock Description:** modifier, color, hardness/degree of concentration, bedding and joint characteristics, solutions, void conditions, other descriptors.	Plasticity Index
18					FLOODPLAIN AND SWAMP DEPOSITS, continued from page 1	
19						
20						
21		SS 3-4	12"/18"	3	20.0' - 21.5': Clay, light brown to dark brown, wet, soft, highly plastic, fossiliferous, shells and organics.	
22						
23					22.5' - BOH: ALLUVIUM - Sandy gravel and cobbles, wet, dense.	
24					Bottom of borehole at 23.0' below the ground surface. Groundwater observed at approximately 7.0' at time of drilling.	
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						

Project:	Project Number:	Client:	Borehole No.
JH Boutique Hotel	1703.1	Mogul Capital	BH-4
Site Location: SE side of 325 N Cache, Jackson, WY		**Drilling Contractor:** LK Drilling	**Drill Type:** Simco 2800
Logged By: JR	**Started:** 4/22/2017	**Operator:** Steve	**Weather:** Clear
Elevation: ~6,224'	**Completed:** 4/22/2017	**Groundwater Depth:** ~7.0'	**Total Depth of Borehole:** 16.5'
Borehole Location: Southeast side of Pioneer Motel courtyard, see Figure 2		**Monitoring Well Notes:** 2-inch diameter well. Screened from 9.0'-19.0'.	
Surface Description: Parking lot		**Other:** Rope and cat head used. 2"-diameter split spoon used for sampling.	

Depth (feet)	SPT Interval	Sample Type and Number	Sample Retrieval	Corrected SPT Values (N60)	Lithology	Plasticity Index
1					0.0' - 2.0': FILL - Asphalt over sandy gravel and cobble fill.	
2					2.0' - 16.5': FLOOD PLAIN AND SWAMP DEPOSITS - Intermixed clay, silt, sand, and gravel.	
3						
4						
5						
6		SS 4-1	14"/18"	3	5.0' - 6.5': Silty clay, dark brown, moist, soft, highly plastic.	
7					- groundwater at 7.0' at time of drilling.	
8					- gravel lenses from 7'-12'.	
9					- continued easy drilling.	
10						
11		SS 4-2	10"/18"	10	10.0' - 11.5': Silty, clayey gravel, grey brown, wet, loose.	
12						
13						
14						
15						
16		SS 4-3	11"/18"	2	15.0' - 16.5': Silty clay, dark brown, wet, very soft, highly plastic, gravel in shoe (likely from above).	
17					Bottom of borehole at 16.5' below the ground surface. Groundwater observed at approximately 7.0' at time of drilling.	

Project:		Project Number:	Client:	Borehole No.
JH Boutique Hotel		1703.1	Mogul Capital	**BH-5**
Site Location:			**Drilling Contractor:**	**Drill Type:**
West side of 325 N Cache, Jackson, WY			LK Drilling	Simco 2800
Logged By:	**Date**	**Started:**	**Operator:**	**Weather:**
JR		**4/22/2017**	Steve	Clear
Elevation:		**Completed:**	**Groundwater Depth:**	**Total Depth of Borehole:**
~6,224'		**4/22/2017**	~15.0'	16.5'
Borehole Location:			**Monitoring Well Notes:**	
West side of Pioneer Motel courtyard, see Figure 2			2-inch diameter well. Screened from 5.0'-15.0'.	
Surface Description:			**Other:**	
Parking lot			Rope and cat head used. 2"-diameter split spoon used for sampling.	

Depth (feet)	SPT Interval	Sample Type and Number	Sample Retrieval	Corrected SPT Values (N60)	Lithology **Soil Group Name:** modifier, color, moisture, density/consistency, grain size, other descriptors. **Rock Description:** modifier, color, hardness/degree of concentration, bedding and joint characteristics, solutions, void conditions, other descriptors.	Plasticity Index
1					0.0' - 2.0': FILL - Asphalt over sandy gravel and cobble fill.	
2					2.0' - 15.0': FLOOD PLAIN AND SWAMP DEPOSITS - Intermixed clay, silt, sand, and gravel.	
3						
4					- dark brown, moist cuttings, easy drilling.	
5						
6		SS 5-1	11"/18"	5	5.0' - 6.5': Silty clay, dark brown, moist, soft, highly plastic.	
7					- groundwater at 15.0' at time of drilling.	
8					- gravel lenses from 7'-12'.	
9					- continued easy drilling.	
10						
11		SS 5-2	16"/18"	2	10.0' - 11.5': Silty clay, grey brown, moist, very soft, highly plastic, organics.	
12						
13					- easy, quiet drilling.	
14						
15						
16		SS 5-3	6"/18"	32	15.0' - 16.5': ALLUVIUM - Sandy gravel and cobbles, medium brown, dense, wet.	
17					Bottom of borehole at 16.5' below the ground surface. Groundwater observed at approximately 15.0' at time of drilling.	

Teton Geotechnical

Project:	Project Number:	Client:	Borehole No.
JH Boutique Hotel	1703.1	Mogul Capital	BH-6
Site Location: West side of 45 Mercill Ave., Jackson, WY		**Drilling Contractor:** LK Drilling	**Drill Type:** Simco 2800
Logged By: JR	**Date** **Started:** 4/22/2017	**Operator:** Steve	**Weather:** Clear
Elevation: ~6,224'	**Completed:** 4/22/2017	**Groundwater Depth:** ~4'	**Total Depth of Borehole:** 16.5'
Borehole Location: Parking lot behind Pioneer Motel, off of alley, see Figure 2		**Monitoring Well Notes:** 2-inch diameter well. Screened from 0.0'-10.0'.	
Surface Description: Parking lot		**Other:** Rope and cat head used. 2"-diameter split spoon used for sampling.	

Depth (feet)	SPT Interval	Sample Type and Number	Sample Retrieval	Corrected SPT Values (N60)	Lithology **Soil Group Name:** modifier, color, moisture, density/consistency, grain size, other descriptors. **Rock Description:** modifier, color, hardness/degree of concentration, bedding and joint characteristics, solutions, void conditions, other descriptors.	Plasticity Index
1					0.0' - 1.5': FILL - Asphalt over sandy gravel and cobble fill.	
2					1.5' - 11.5': FLOOD PLAIN AND SWAMP DEPOSITS - Intermixed clay and silt.	
3						
4					- groundwater at 4.0' at time of drilling.	
5						
6		SS 6-1	12"/18"	2	5.0' - 6.5': Silty clay, dark brown, wet, very soft, highly plastic.	
7						
8					- continued easy drilling.	
9						
10						
11		SS 6-2	10"/18"	11	10.0' - 11.5': Silty clay, dark brown, wet, stiff, highly plastic, gravel in shoe.	
12					11.5' - BOH: ALLUVIUM - Sandy gravel and cobbles, medium brown, wet, medium dense.	
13					- grinding from 11.5' to 15.0'	
14						
15						
16		SS 6-3	4"/18"	22	15.0' - 16.5': Sandy gravel and cobbles, medium brown, medium dense, wet.	
17					Bottom of borehole at 16.5' below the ground surface. Groundwater observed at approximately 4.0' at time of drilling.	

Teton Geotechnical

Project:	Project Number:	Client:	Borehole No.
JH Boutique Hotel	1703.1	Mogul Capital	BH-7
Site Location: W side of 335 N Cache, Jackson, WY		**Drilling Contractor:** LK Drilling	**Drill Type:** Simco 2800
Logged By: JR	**Date** **Started:** 4/23/2017	**Operator:** Steve	**Weather:** Clear
Elevation: ~6,222'	**Completed:** 4/23/2017	**Groundwater Depth:** ~5.0'	**Total Depth of Borehole:** 76.5'
Borehole Location: West side of Lewis and Clark parking lot, see Figure 2		**Monitoring Well Notes:** 2-inch diameter well. Screened from 30.0'-40.0'.	
Surface Description: Asphalt driveway		**Other:** Rope and cat head used. 2"-diameter split spoon used for sampling.	

Depth (feet)	SPT Interval	Sample Type and Number	Sample Retrieval	Corrected SPT Values (N60)	Lithology	Plasticity Index
1					0.0' - 2.0': FILL - Asphalt and sandy gravel and cobble fill.	
2					2.0' - 24.5': FLOOD PLAIN AND SWAMP DEPOSITS - Intermixed and interbedded clay, silt, sand, and gravel.	
3						
4						
5						
6		SS 7-1	13"/18"	3	5.0' - 6.5': Silty clay, dark brown, moist, soft, highly plastic, some organics.	
7					- groundwater observed at ~5.5' at time of drilling.	
8						
9						
10						
11		SS 7-2	8"/18"	19	10.0' - 11.5': Sandy clayey gravel, medium brown, wet, medium dense.	
12						
13						
14						
15						
16		SS 7-3	18"/18"	2	15.0' - 16.5': Silty clay, grey brown, moist, very soft, highly plastic, fossiliferous.	
17						

Lithology

Soil Group Name: modifier, color, moisture, density/consistency, grain size, other descriptors.

Rock Description: modifier, color, hardness/degree of concentration, bedding and joint characteristics, solutions, void conditions, other descriptors.

Project:	Project Number:	Client:	Borehole No.
JH Boutique Hotel	1703.1	Mogul Capital	BH-7

Depth (feet)	SPT Interval	Sample Type and Number	Sample Retrieval	Corrected SPT Values (N60)	Lithology	Plasticity Index
18					FLOOD PLAIN AND SWAMP DEPOSITS, continued from Page 1	
19						
20						
21		SS 7-4	16"/18"	2	20.0' - 21.5': Silty clay, light brown/yellow tan, moist, very soft, plastic, fossiliferous.	
22						
23						
24					24.5' - BOH: ALLUVIUM - Sandy gravel and cobbles.	
25						
26		SS	6"/18"	42	25.0' - 26.5': Sandy cobbles and gravel, dense, wet, fragments in shoe indicate larger clasts than the sampler diameter, moderately difficult drilling.	
27						
28						
29						
30						
31		SS	4"/18"	21	30.0' - 31.5': Sandy cobbles and gravel, dense, wet, fragments in shoe indicate larger clasts than the sampler diameter, moderately difficult drilling.	
32						
33					- heavy grinding.	
34					- heaving sands.	
35						
36		SS	5"/18"	47	35.0' - 36.5': Silty sandy gravel and cobbles, medium brown, wet/saturated, dense.	
37						
38						
39						

Project:	Project Number:	Client:	Borehole No.
JH Boutique Hotel	1703.1	Mogul Capital	BH-7

Depth (feet)	SPT Interval	Sample Type and Number	Sample Retrieval	Corrected SPT Values (N60)	Lithology	Plasticity Index
40					ALLUVIUM, continued from Page 2	
41						
42						
43						
44						
45						
46		SS	9"/18"	50	45.0' - 46.5': Sandy cobbles and gravel, dense, wet, fragments in shoe indicate larger clasts than the sampler diameter.	
47						
48						
49						
50						
51						
52						
53						
54						
55						
56		SS	10"/18"	50	55.0' - 56.5': Sandy cobbles and gravel, dense, wet, fragments in shoe indicate larger clasts than the sampler diameter.	
57						
58						
59						
60						
61						

Soil Group Name: modifier, color, moisture, density/consistency, grain size, other descriptors.

Rock Description: modifier, color, hardness/degree of concentration, bedding and joint characteristics, solutions, void conditions, other descriptors.

Project:	Project Number:	Client:	Borehole No.
JH Boutique Hotel	1703.1	Mogul Capital	BH-7

Depth (feet)	SPT Interval	Sample Type and Number	Sample Retrieval	Corrected SPT Values (N60)	Lithology	Plasticity Index
62					ALLUVIUM, continued from Page 3	
63					- sand or clay lens from 60'-64'.	
64						
65		SS			65.0' - 66.5': Sandy clayey gravel, red brown, moist, very dense, indurated, difficult drilling.	
66			8"/18"	50/5"		
67					- broke free of hard layer at 67'.	
68					- gravel from 67'-68'.	
69					- easier drilling from 68'-70'.	
70					- gravel layer at 70'.	
71						
72						
73					- easy drilling from 73'-75'.	
74						
75		SS			75.0' - 76.5': Sand, grey brown, wet/saturated, dense, fine-grained, well sorted.	
76		7-5	10"/18"	48		
77					Bottom of borehole at 76.5' below the ground surface. Groundwater observed at approximately 5.5' at time of drilling.	
78						
79						
80						
81						
82						
83						

Soil Group Name: modifier, color, moisture, density/consistency, grain size, other descriptors.

Rock Description: modifier, color, hardness/degree of concentration, bedding and joint characteristics, solutions, void conditions, other descriptors.

APPENDIX B

Strata Laboratory Test Results

STRATA

A PROFESSIONAL SERVICES CORPORATION

Integrity from the Ground Up

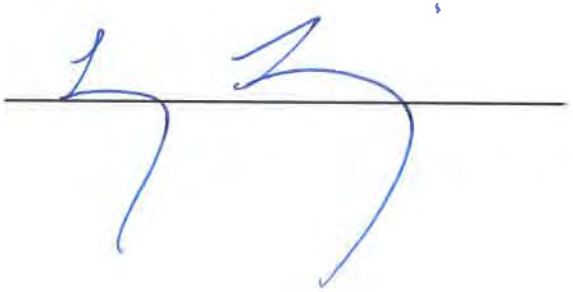
Summary of Test Results

Project: JH Boutique Hotel 1703.1
Client: Teton Geotechnical
Tested By: O. Martinez
Specimen Preparation: Wet

Project Number: IF17034A
Date: 5/17/2017

Location	Depth (feet)	Lab Number	Atterberg LL	Atterberg PL	Atterberg PI	Fines Class
BH 2-2	10	IF1700037	43	21	23	CL
BH 2-3	15	IF1700038	98	53	45	MH
BH 3-2	10	IF1700039	36	20	16	CL
BH 4-1	5	IF1700040	62	25	37	CH
BH 5-2	10	IF1700041	34	16	18	CL
BH 6-2	10	IF1700042	31	16	15	CL
BH 7-3	15	IF1700043	70	40	30	MH
BH 7-4	20	IF1700044	NV	NP	NP	ML

NV = No Value NP = Non-Plastic

Reviewed By: 

APPENDIX C

Corrected N60 Spreadsheet

Jackson Boutique Hotel
Blow Count Data

Teton Geotechnical

Uncorrected N Values							
Depth	**BH-1**	**BH-2**	**BH-3**	**BH-4**	**BH-5**	**BH-6**	**BH-7**
5	13	8	2	3	5	2	3
10	16	3	3	10	2	11	18
15	14	3	2	2	32	22	2
20			3				2
25							32
30							16
35							34
45							36
55							36
65							50/5.5"
75							35

Corrected N Values							
Depth	**BH-1**	**BH-2**	**BH-3**	**BH-4**	**BH-5**	**BH-6**	**BH-7**
5	13	8	2	3	5	2	3
10	17	3	3	10	2	11	19
15	16	4	2	2	38	26	2
20			4				2
25							42
30							21
35							47
45							50
55							50
65							50/5.5"
75							48

	Value from Table			
Hammer Effeciency (Em)	0.6			
Borehole Diameter Correction (Cb)	1.15			
Sampler Correction (Cs)	1.2			
Rod Length Correction (Cr)	0.75	0.85	0.95	1

$$N_{60} = \frac{Em * Cb * Cs * Cr * N}{0.60}$$

TABLE 4.4 BOREHOLE, SAMPLER, AND ROD CORRECTION FACTORS

Factor	Equipment Variables	Value
Borehole diameter factor, C_B	2.5 - 4.5 in (65 - 115 mm)	1.00
	6 in (150 mm)	1.05
	8 in (200 mm)	1.15
Sampling method factor, C_S	Standard sampler	1.00
	Sampler without liner (~~not recommended~~) (generally used)	1.20
Rod length factor, C_R	10 - 13 ft (3 - 4 m)	0.75
	13 - 20 ft (4 - 6 m)	0.85
	20 - 30 ft (6 - 10 m)	0.95
	> 30 ft (> 10 m)	1.00

Adapted from Skempton (1986).

APPENDIX D

WDEQ LAUST Project Results

8.0 PROJECT RESULTS – CACHE CHEVRON (0-001535), TETON TEXACO (0-003436), AND AMERICAN LEGENDS GALLERY (0-003882)

The Cache Chevron, Teton Texaco, and American Legends Gallery sites are grouped together owing to their close physical proximity. Cache Chevron is located at 401 North Cache Street (Figure 2-1b). Teton Texaco is located at 375 North Cache Street, directly south of Cache Chevron, and is the present location of Eagle Rent-A-Car. American Legends Gallery is located at 355 North Cache Street, adjacent to and south of the Teton Texaco property.

8.1 INVESTIGATION RESULTS

The following discussion of investigation results provides an integration of past and current information regarding site background, soil conditions, groundwater conditions, potential receptors, and slug tests. A list of investigative activities performed by Dames & Moore during the 1999 ASA is included in the Site Background Section below. Tables 8-1 and 8-2 contain summaries of BTEXNM, TPH-DRO, TPH-GRO, cadmium, chromium, and lead concentrations in soil and groundwater samples from the SSI and ASA investigations. WDEQ recommended SCCs for oral exposure, and MCLs/DWELs for ingestion of groundwater are included in the tables for comparison. VOCs detected in soil or groundwater samples collected during the 1999 ASA are included in Tables 3-4 and 3-9 (Section 3.0).

8.1.1 Site Background

The following discussion of site background addresses each site separately.

The **Cache Chevron** property has been occupied by gas stations for more than 47 years. In 1988, five gasoline USTs were removed from the area where the current tank basin is located, on the south side of the service station. These tanks included three 3,000-gallon tanks, one 6,000-gallon tank and one 12,000-gallon tank. A 500-gallon waste oil UST and a 1,000-gallon heating oil UST were removed from the west side of the service station building. The location of these tank basins and other site features are shown on Figure 8-1.

In 1988 during tank removal activities, a spill of 550 gallons of gasoline occurred when one tank was ruptured. At the time some of the spilled fuel was reportedly recovered and impacted soil was excavated for off-site disposal. During the fall of 1988, a release of an estimated 1,076 gallons of gasoline occurred as the result of an underground line leak. Some of this product was

recovered. A groundwater recovery system operated on the property prior to 1990. Site investigations comprised of test borings, monitoring well installations, and groundwater sampling were conducted on the property prior to 1990.

At the **Teton Texaco** in 1989, petroleum hydrocarbons were detected in soil and groundwater during a limited subsurface investigation of the Teton Texaco property. This effort included the installation and sampling of groundwater monitoring wells.

In 1990, four USTs were removed from the site, including two 6,000-gallon gasoline tanks, one 500-gallon waste oil tank, and one 500-gallon heating oil tank. During tank removal activities, approximately 186 tons of contaminated soil was removed from the tank basins and replaced with clean fill. The locations of the tank basins and other site features are shown on Figure 8-1.

In 1974 at the **American Legends Gallery**, three USTs of unknown size and contents were reportedly removed from the American Legends Gallery property. No documentation of this removal is available. During a limited site investigation in 1991, a very strong gasoline odor was detected in excavations on the west side of the site building and free product was discovered at approximately 7 feet bgs. This area is shown in outline on Figure 8-1.

In 1997, as part of the SSI, sewer lines in the alley west of the Teton Texaco and American Legends Gallery properties were identified as potential receptors of petroleum vapors and free product. The sewer lines in this area were field screened using a PID and no detectable concentrations of organic vapors were reported. The basements of the Cache Motel and the Sweeney residence and the crawlspace of a rental unit at the Schreiber property were identified as potential vapor receptors. Indoor air sampling for benzene and n-hexane was performed at these three locations as part of the SSI; no detectable concentrations were reported in the air samples.

In 1997, as part of the SSI, five additional borings were drilled at Cache Chevron and three of the borings were completed as monitoring wells. Fifteen additional borings were advanced to 6 to 14 feet bgs at Teton Texaco and the American Legends Gallery and eight of these borings were completed as monitoring wells. The locations of the borings are shown on Figure 8-1.

In 1997, as part of the SSI, nine existing four-inch diameter groundwater monitoring wells on the Cache Chevron site were included in the groundwater-sampling program. Five of these wells (MW-CC-3, MW-CC-TB-1, MW-CC-TB-2, MW-CC-TB-3 and MW-CC-TB-4) were located in

the immediate vicinity of the existing USTs. Four other wells (MW-CC-4, MW-CC-5, MW-CC-6 and MW-CC-7) were located along the western edge and in the northern portion of the property. The locations of these monitoring wells are shown on Figure 8-1.

The magnitude and extent of petroleum hydrocarbons in the soil and groundwater at the Cache Chevron/Teton Texaco/American Legends Gallery site were not fully defined in previous investigations. Specifically, the western extent of petroleum hydrocarbons in soil and groundwater was uncertain. Additional investigative activities performed by Dames & Moore during the ASA included:

Cache Chevron

- The installation of one additional monitoring well (MW-301) to the west of the property to further delineate the extent of groundwater contamination.
- The collection of one additional soil sample (MW-301) to the west of the property to further delineate the horizontal extent of soil contamination.
- The collection of five additional groundwater samples (from three existing monitoring wells and one new monitoring well) to characterize groundwater.
- The collection of groundwater elevation measurements during the summer and fall 1999 sampling events, and again in January 2000 to monitor seasonal fluctuations in the water table.
- Soil Treatability Study performed on contaminated soil collected from Cache Chevron property to evaluate biodegradation potential.

Teton Texaco

- The installation of one additional monitoring well (MW-300) to the west of the property to further delineate the extent of groundwater contamination.
- The collection of one additional soil sample (MW-300) to the west of the property to further delineate the horizontal extent of soil contamination.
- The collection of five additional groundwater samples (from three existing monitoring wells and one new monitoring well) to characterize groundwater.
- The collection of groundwater elevation measurements during the summer and fall 1999 sampling events, and again in January 2000 to monitor seasonal fluctuations in the water table.
- The performance of three slug tests in order to determine the hydraulic conductivity of aquifer materials.

American Legends Gallery

- The installation of one additional monitoring well (MW-375) to the west of the property to further delineate the extent of groundwater contamination.
- The collection of two groundwater samples from newly installed monitoring well MW-375 to characterize groundwater

Additional Investigative Activities

- Dames & Moore observed for seeps in the basement of the Cache Creek Motel. None were found at the time.

8.1.2 Soil Conditions

Subsurface materials at the site are comprised of clayey silts with occasional interbedded silty sands. Silt and sand layers were encountered from 10 to 12 feet and from 15 to 15.5 feet bgs in boring MW-300. Fill material consisting of sand and gravel was encountered at shallow depths at several locations and to depths of 6 to 8 feet at the tank basin locations. A geologic cross-section from monitoring well MW-300 east to MW-020 (between the Teton Texaco and American Legends Gallery buildings) is illustrated on Figure 8-2.

Table 8-1 lists TPH-DRO and TPH-GRO concentrations in soil samples collected during the 1997 SSI and 1999 ASA. During the 1997 SSI, TPH-DRO was detected in five samples at concentrations ranging from 100 mg/kg to 780 mg/kg, in exceedance of its SCC of 100 mg/kg. No other TPH-DRO concentrations were detected above its SCC during the 1997 SSI or 1999 ASA. During the SSI, TPH-GRO was detected in six samples at concentrations ranging from 34 mg/kg to 3,000 mg/kg, in exceedance of its SCC of 30 mg/kg. No other TPH-GRO concentrations were detected above its SCC during the SSI or ASA. Figure 8-3 depicts TPH-GRO and TPH-DRO concentrations in both soil and groundwater samples collected at the site during the 1997 SSI and 1999 ASA. Soil concentrations, along with sample depths are shown in brackets. Groundwater results are discussed in the following section (Section 8.1.3). The area of remedial focus shown on Figure 8-3 is based on benzene concentrations in groundwater as discussed in Section 8.1.3.

Table 8-1 lists benzene concentrations in soil samples collected during the 1997 SSI and 1999 ASA. During the 1997 SSI and 1999 ASA, benzene was detected in soil samples collected at concentrations ranging between 12 µg/kg to 12,000 µg/kg, well below its SCC of 52,000 µg/kg. Figure 8-4 depicts the benzene concentrations in both soil and groundwater samples collected at the site during the 1997 SSI and 1999 ASA.

Table 8-1 lists other BTEXNM compounds that were analyzed in soil samples collected during the SSI and ASA. Trace concentrations of other BTEXNM compounds were detected in the soil during both the SSI and ASA; however, all concentrations were well below their respective SCCs.

Soil samples collected during the SSI and ASA were analyzed for the full suite of EPA 8260 VOC compounds. No VOC concentrations were detected in exceedance of their respective SCCs in the soil samples collected from monitoring wells MW-300 and MW301 during the 1999 ASA. Results for the samples from the ASA are listed in Table 3-4 (Section 3.0). The SSI data were not integrated into this table but are available in the 1997 SSI report.

Table 8-1 lists cadmium, chromium, and lead concentrations in soil samples collected during the SSI and ASA. One soil sample from the 1997 SSI and two soil samples from the 1999 ASA were analyzed for metals. All metal concentrations were well below their respective SCCs.

8.1.3 Groundwater Conditions

Figure 6-6 (Section 6.0) shows contoured groundwater elevations and the general flow direction for the North Cache area. The Cache Chevron/Teton Texaco/American Legends Gallery site is included on the figure. The groundwater elevations are from water level measurements taken during the summer 1999 sampling event of the ASA. In the site area the general groundwater flow direction is to the west-northwest.

Table 3-8 (Section 3.0) lists casing elevations, dates measured, depths to groundwater, groundwater elevations, maximum elevation difference per well, range of depths to groundwater per site, and the maximum elevation difference in a well per site. Depths to groundwater recorded from July 1997 to January 2000 range from about 3.13 to 7.80 feet bgs across the site. Over this time period, the maximum variation in depth to groundwater in a well is 2.35 feet.

Table 8-2 lists TPH-DRO and TPH-GRO concentrations in groundwater samples collected during the 1997 SSI and 1999 ASA. TPH-DRO was not detected at concentrations that exceeded

its DWEL of 10,000 µg/L in groundwater samples collected during the SSI or ASA. TPH-GRO was detected in 8 monitoring wells during the SSI in exceedance of its DWEL of 10,000 µg/L at concentrations ranging from 17,000 µg/L to 50,000 µg/L. During the ASA, groundwater samples collected from four site wells had TPH-GRO concentrations at or above the DWEL: MW-20 (22,000 µg/L), MW-021 (10,000 µg/L), MW-022 (13,000 µg/L), and MW-300 (12,000 µg/L). Figure 8-3 depicts TPH-DRO and TPH-GRO concentrations in groundwater samples collected at the site during the 1997 SSI and 1999 ASA.

Table 8-2 lists benzene concentrations in groundwater samples collected during the 1997 SSI and 1999 ASA. During the 1997 SSI, benzene was detected at concentrations in exceedance of its MCL of 5 µg/L in 19 monitoring wells at concentrations ranging from 8 µg/L to 5,800 µg/L. During the 1999 ASA, benzene was detected at concentrations in exceedance of its MCL in eight out of the nine monitoring wells sampled in concentrations ranging from 21 µg/L to 3,300 µ/L. Benzene was detected at concentrations greater that 1,000 µg/L in monitoring wells MW-020, MW-022, and MW-300 at concentrations of 1,100 µg/L, 3,300 µg/L, 1,600 µg/L, respectively.

The highest benzene concentrations were found in three locations: 1) in wells located in the tank basin south of Cache Chevron; 2) in MW-021, located in the northeast corner of the Teton Texaco property; and 3) in the area between the American Legends Gallery building and the Teton Texaco building. Figure 8-4 depicts benzene concentrations in groundwater samples collected at the site during the 1997 SSI and the 1999 ASA.

Table 8-2 lists concentrations of other BTEXNM constituents in groundwater samples collected during the 1997 SSI and 1999 ASA. During the 1997 SSI, other BTEXNM compounds exceeded their respective MCLs. Toluene was detected at concentrations ranging from 1,600 µg/L to 5,000 µg/L, in exceedance of its MCL of 1,000 µg/L. Ethylbenzene was detected at concentrations ranging from 720 µg/L to 1,600 µg/L, exceeding its MCL of 700 µg/L. MTBE was detected in the sample collected from MW-CC-TB3 at a concentration of 910 µ/L in exceedance of its MCL of 200 µg/L. During the 1999 ASA, trace concentrations of other BTEXNM constituents were detected, but all were well below their respective MCLs.

Groundwater samples were analyzed for the full suite of EPA Method 8260 VOCs during the SSI and ASA. No additional VOC compounds were detected at concentrations exceeding MCL/DWELs in groundwater collected from the site. ASA results are reported in Table 3-9

(Section 3.0). The SSI data were not integrated into this table but are included in the 1997 SSI report.

Table 8-2 lists cadmium, chromium, and lead concentrations in groundwater samples collected during the SSI and ASA. During the 1997 SSI, lead was the only metal detected above its MCL of 0.05 mg/L at a concentration of 0.06 mg/L in the samples collected from MW-20, MW-25, and MW-CC-3. Cadmium, chromium, and lead did not exceed their respective MCLs in groundwater samples collected during the 1999 ASA.

For future monitoring activities, the existing wells at Cache Chevron were destroyed during facility remodeling in late 1999 to early 2000. These wells will be replaced during construction activities in summer 2000.

8.1.4 Potential Receptors

No immediate health or safety hazards were identified at the Cache Chevron/Teton Texaco/American Legends Gallery site during the SSI or ASA. No domestic water wells were identified in the vicinity that might be impacted from the Cache Chevron/Teton Texaco/American Legends Gallery source area.

Cache Creek flows through a culvert along the south side of the American Legends Gallery property before entering Flat Creek. Based on the available data, there are no impacts to Cache Creek or Flat Creek from sources at the Cache Chevron/Teton Texaco/American Legends Gallery site.

The 1997 SSI identified the sewer lines and basement areas west of the Teton Texaco and American Legend Gallery properties as potential vapor or free product receptors. No hazards were identified at the time of the investigation. No utilities are known to have been impacted at the site.

8.1.5 Slug Tests

Three slug tests were performed at the Cache Chevron/Teton Texaco/American Legends Gallery site during the 1999 ASA. The slug tests were used to estimate hydraulic conductivity of the subsurface saturated zone. The hydraulic conductivities were calculated utilizing three methods shown in the table below.

Estimated Hydraulic Conductivity (ft/day)

Monitoring Well I.D.	Bouwer & Rice	Hvorslev	Cooper, et. al.
MW-021	3.6	36.0	19.1
MW-300	3.8	7.5	1.8
MW-301	1.5	2.7	3.7

Although three different methods were used to calculate the hydraulic conductivity at the site, the average of the values generated using the Bouwer and Rice method for unconfined aquifers was used to estimate the hydraulic conductivity (3.0 ft/day) at the site. The Bouwer and Rice method was the most conservative and believed to be the most applicable to actual site conditions.

8.2 CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and recommendations in the form of remedial action alternatives are based on site investigation information.

8.2.1 Conclusions

Releases of petroleum hydrocarbons from USTs have affected soils and groundwater at the Cache Chevron/Teton Texaco/American Legends Gallery site.

- Subsurface materials at the Cache Chevron/Teton Texaco/American Legends Gallery site are comprised of clayey silts with occasional interbedded silty sands to a depth of at least 15.5 bgs. Fill material consisting of sand and gravel was encountered to shallow depths and to depths of 6 to 8 feet at the tank basin locations. Depths to groundwater, measured between September 1997 and January 2000, vary from 3.13 to 7.80 feet bgs across the site. The largest variation in measured depths to groundwater in an individual well was 2.35 feet.

- Site soils are impacted by petroleum hydrocarbons at depths ranging from 4 to 6 feet bgs. Because these depths correspond roughly with variations in depth to groundwater, it is concluded that most of the contamination at the site lies within the smear zone.
- Groundwater at the site is impacted by relatively high concentrations of benzene and TPH-GRO from multiple sources.
- Slug tests performed at monitoring wells MW-021, MW-300 and MW-301 gave an average estimated hydraulic conductivity of approximately 3 feet per day, indicating that soils in the area have low permeability.

8.2.2 Recommendations

Recommended Remedy: Enhancement of *In Situ* Bioremediation by ORC® Pressure Injection

Conventional AS/SVE was cited as the presumptive remedy in the Dames & Moore Technical Proposal for the Cache Chevron/Teton Texaco/American Legends Gallery sites. For reasons listed below, Dames & Moore recommends instead *in situ* bioremediation enhanced through the pressure injection of an oxygen release source, such as ORC®, within the area of remedial focus at the Aspen Service portion of the site.

It is also recommended that a minimum of five new monitoring wells be installed on the Cache Chevron property, and that groundwater be monitored for a period of at least two years following the pressure injection of ORC® or a like product.

Rationale

ORC® pressure injection is recommended over conventional AS/SVE treatment for the following reasons:

- Low permeability soils at the site do not lend themselves well to remediation by conventional AS/SVE treatment or treatment by GCW technology.
- The use of conventional AS/SVE would require extensive drilling, well completion, well development, and well maintenance in a very congested part of town; the use of ORC requires only direct-push holes for the injection of the ORC® slurry.

- Given the relatively low, but persistent, level of contaminants at this site, it is expected that one ORC® pressure injection would be enough to remediate most of the site to WDEQ/DWQ's standards. However, some portions of the site will likely require a second or third injection of ORC® or a like product.
- A minimum of two years of groundwater monitoring is recommended in order to monitor contaminant migration in the low flow aquifer.

Figure 8-5 shows the locations of proposed ORC® injection points, and the locations of proposed monitoring wells.

8.3 COST ESTIMATION

The remedial plan for the Cache Chevron/Teton Texaco/American Legends Gallery site was based ultimately on considerations other than cost, as explained in Section 8.2 above, although cost was a decision factor. The engineering cost estimation broken out in the table below is expected to be accurate within +/- 30 percent in year 2000 dollars. The expected project life is estimated at two years. Direct costs listed in the table include costs associated with the material and labor required to complete the ORC® injections. Indirect capital costs include engineering design and specification, construction management and contingencies. O&M costs include only sampling and analysis of selected monitoring wells. Decommissioning and close-out costs include the plugging and abandonment of all monitoring wells on the site and producing a final report.

Activity	Cost Per Activity ($1000)	Number of Units	ORC Injection ($1000)
Direct Costs	$93	1	$93
Indirect Capital Costs	$25	1	$25
O&M Costs (Annual)	$49	2	$98
Decommissioning and Closeout Costs	$21	1	$21
Salvage Value	$0	0	$0
Project Life (years)	2		
Total Project Cost (year 2000 dollars)			$237

APPENDIX E

WAI Project Report

WOMACK & ASSOCIATES, INC.
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• Geotechnical Engineering • Geology

January 18, 2008

Mr. Reed Armijo
Jorgensen Associates, P.C.
PO Box 9550
Jackson, WY 83002

RE: GEOTECHNICAL SITE INVESTIGATION, HEIDER PROPERTY, NORTH CACHE STREET, JACKSON, WYOMING

Dear Reed:

We are pleased to present this report on our geotechnical site investigation for the proposed development of the Heider property at the intersection of Perry Street and North Cache Street. Three copies are enclosed. The report describes site conditions and presents conclusions and recommendations regarding foundation construction.

If you have any questions about this report, or if we may provide other services to you, please contact us. As the project progresses, we will be available to answer questions for you.

Respectfully submitted,

WOMACK & ASSOCIATES, INC.

Ray Womack, P.E., P.G.

Professional Engineer (Civil)
WESLEY R. WOMACK
4958
Date
WYOMING

Enclosure: Reports

GEOTECHNICAL INVESTIGATION REPORT
HEIDER PROPERTY
JACKSON, WYOMING

Prepared for:

Reed Armijo
Jorgensen Associates, P.C.
PO Box 9550
Jackson, WY 83002

Prepared by:

Womack & Associates
P.O. Box 12650
Jackson, Wyoming 83002

January 18, 2008

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1.0 INTRODUCTION

As authorized by Reed Armijo, Womack & Associates (WAI) conducted a geotechnical investigation of the Heider property at the intersection of Perry St. and North Cache St. in Jackson, Wyoming (Figure 1). The purposes were to investigate subsurface soil and groundwater conditions, evaluate soil-engineering properties, and to provide recommendations for foundation construction.

2.0 PROPOSED CONSTRUCTION

As we understand it, preliminary plans call for the entire lot to be occupied by a 3-story residential building with first floor parking and no basement.

3.0 INVESTIGATION PROCEDURES

3.1 Field Investigation

The field investigation conducted on November 19 and 20, 2007 consisted of drilling and logging of four exploratory boreholes, each to a depth of about 32 feet below ground surface (bgs). Standpipe piezometers were not installed due to the presence of 10 DEQ monitoring wells at the site. Borehole locations are shown on Figure 2 and estimated DEQ monitoring well locations are shown on Figure 3.

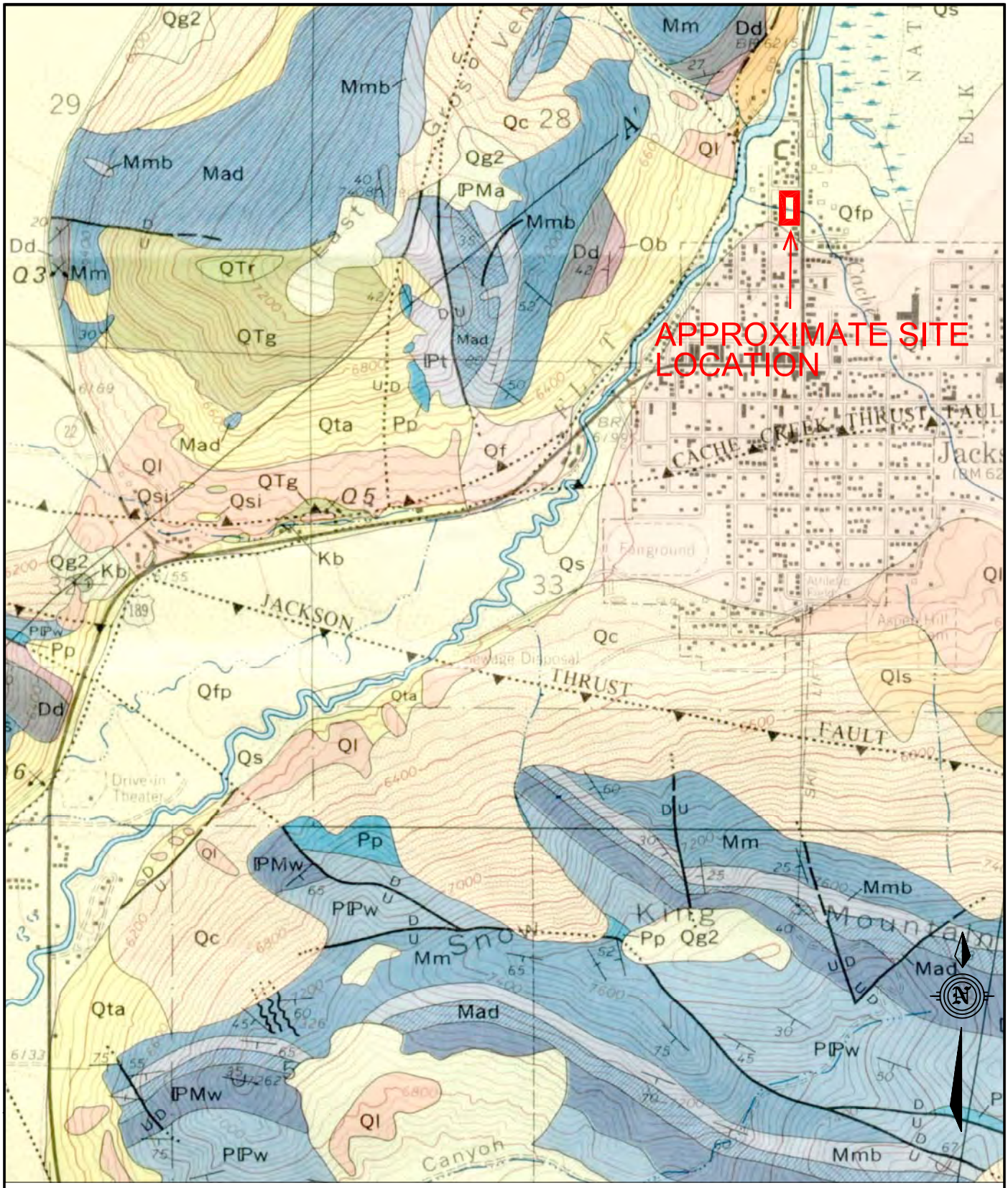
Soil types, thickness, and consistencies were observed and documented by an engineering geologist. Note that site conditions may be variable and actual soil conditions may differ from those represented in the borehole logs.

3.2 Laboratory Analysis

Laboratory testing on select soil samples included moisture content, particle size distribution, Atterberg limits, and consolidation tests. Laboratory results are included in Appendix C

3.2.1 Fine-grained soils

The fine grained soils were classified as low plastic clays, low plastic silts, and low plastic organic silts (CL, ML, and OL in the USCS) with Liquid Limits (LL) ranging from 30 to 43 and plasticity indexes (PI) ranging from 5 to 12. Grain size analysis performed on sample U1 from borehole BH 4 indicate that the sample contained 81% fines (silt and clay sized particles). Moisture contents were very high (25 to 60%), indicating high organic content. The sample with moisture content of 60% (BH-1 at 20 feet) had a LL of 57 and very low PI, a further indication of high organic content. These materials are swamp deposits, essentially peat. As such, they would be expected to be highly compressible. One consolidation test performed for a sample from BH-4 at 10 feet exhibited rather moderate compressibility, but other indicators showed that it is not highly organic and is not believed to be representative of the highly compressible organic soils that dominate the site.



Map Symbols:

SCALE: 1" = 1500'

Qal - Alluvium
Ql - Loess
Qc - Colluvium
Qfp - Flood Plain Deposits
Qg2 - Glacial Deposits
Qs - Swamp Deposits
Qta - Talus
QTc - Conglomerate
Qf - Alluvial Fan

From Love et al, 1972, Geologic Map of the Jackson Quadrangle, Teton County, Wyoming

Geotechnical Site Investigation Jorgensen – Heider Property Jackson, Wyoming	Site Location and Geologic Map	FIGURE 1

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3.2.2 Coarse-grained soils

Grain size analysis performed on sample D5 from borehole BH-3 indicated that the sample contained approximately 48% gravel, 19% sand, and 33% fines. The coarse-grained soils occur below about 20 to 25-foot depth.

3.3 Report Preparation

The report presents the site conditions, borehole logs, location maps, engineering analyses, and recommendations.

4.0 SITE CONDITIONS

4.1 Description

The site is located about 600 feet east of the channel of Flat Creek at the intersection of Perry Street and North Cache Street. Several buildings and businesses currently occupy the site and most of the ground surface is covered by asphalt concrete or gravel paving.

4.2 Geology

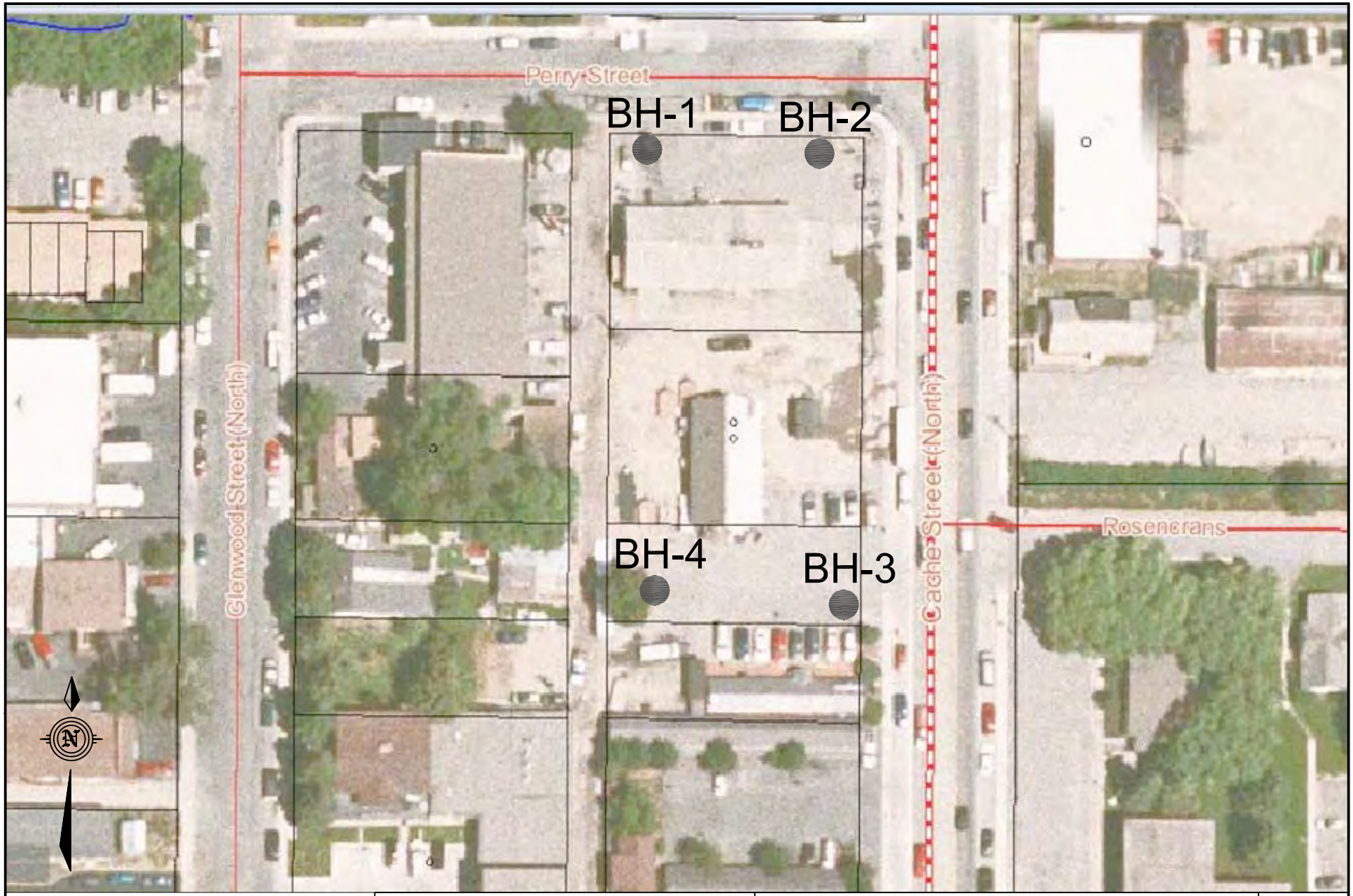
Figure 1 shows the generalized geology for the Jackson area (Love, et al, 1972). Most of the north end of the town of Jackson, including the project site, is mapped as Quaternary flood plain deposits (Qfp) consisting of gravel, sand, silt, and clay and swamp deposits (Qs). The organic soils that occur down to about 25 feet appear to be swamp deposits. The gravel below 25 feet appears to be a flood plain deposit. Bedrock was not encountered in any of the boreholes, and depth to bedrock is unknown.

The inferred (buried) traces of the Cache Creek and Jackson thrust faults are located approximately half a mile and one mile south of the site, respectively. These faults are considered to be relatively old and inactive and do not affect the project. The Teton fault at the base of the Teton Range about 6 miles west of the site is considered to be seismically active.

4.3 Soils

The 4 boreholes were consistent in the materials encountered. A layer of coarse fill about 3 feet thick was placed over the site in the past to accommodate construction. Underlying the fill to a depth of approximately 25 feet is very soft to soft clay and silt, sometimes highly organic, likely deposited in a low energy alluvial or swamp environment. Corrected $(N_1)_{60}$ blow counts in the silt and clay ranged from 0 to 14 blows per foot (bpf). Borehole data is summarized in Appendix B.

Coarse-grained clayey sandy gravel alluvium underlies the fine-grained material from a depth of approximately 25 feet to the bottom of the boreholes. The material was generally described as moist to wet, reddish and tan brown, medium dense to very dense, and angular. Corrected $(N_1)_{60}$ blow counts in the gravel ranged from about 40 to over 100 bpf.



Scale: 1" = 70'

Geotechnical Investigation Report
Jorgensen – Heider Property
Jackson, Wyoming

Borehole Location Map

FIGURE
2

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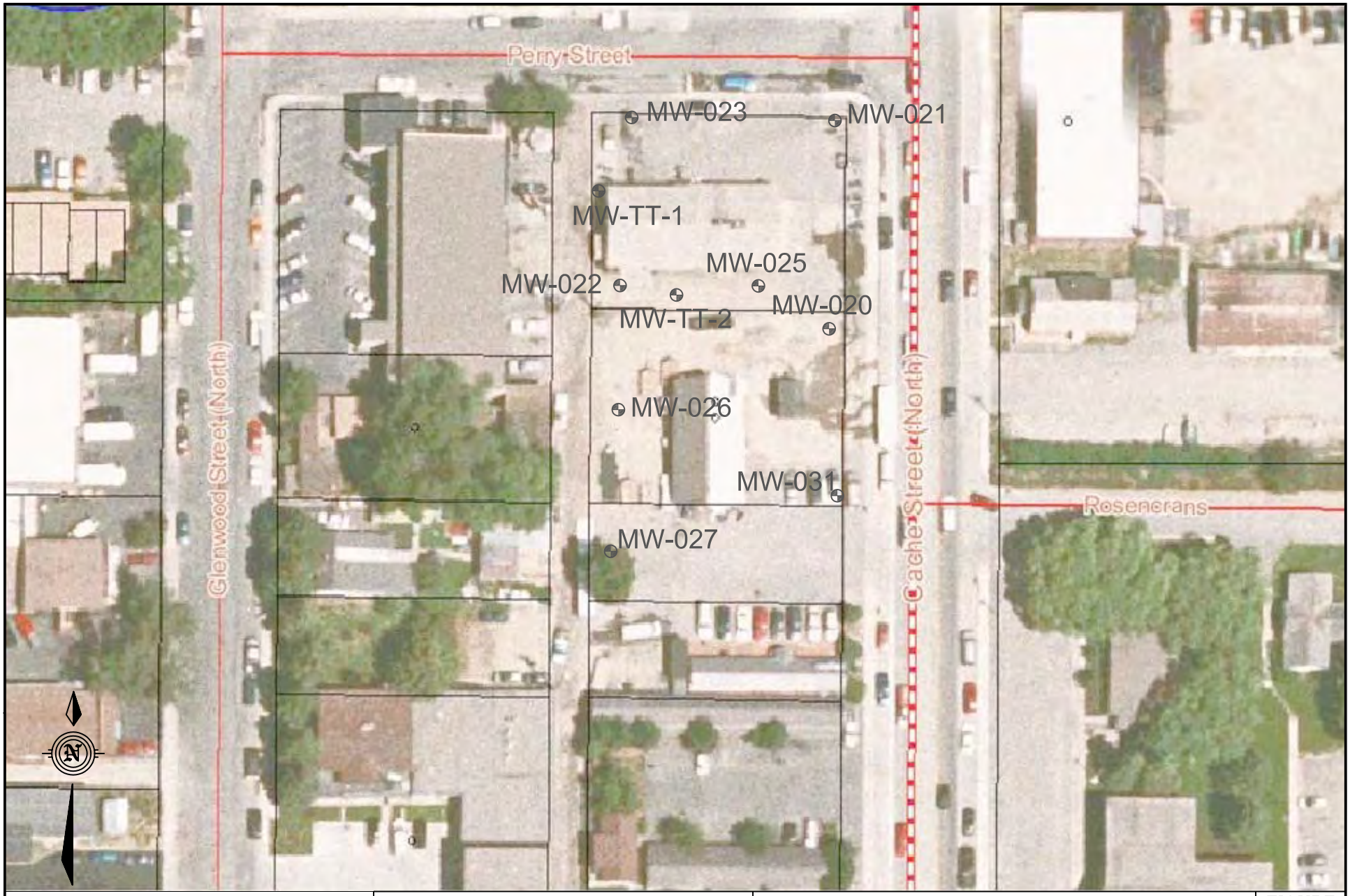

Scale: 1" = 70'
* DEQ Monitoring well locations estimated

Geotechnical Investigation Report
Jorgensen – Heider Property
Jackson, Wyoming

Wyoming DEQ LAUST
Monitoring Well Locations

FIGURE
3

WOMACK & ASSOCIATES, INC.

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4.4 Groundwater

On December 10, 2007, groundwater levels of 5.2 and 5.8 feet BGS were measured in DEQ monitoring wells MW-020 and MW-021, respectively. Groundwater levels in early December are typically lower than those experienced in May and June. As such, these results probably represent an upper bound on groundwater depth. Monitoring should be performed during the spring runoff season to determine peak groundwater levels.

According to figures provided by Jorgensen, the piped reach of Cache Creek appears to cross under the south portion of the property. The condition of the pipe is not known to us; the owner should be aware that leaks in the pipe may be possible.

4.5 Earthquakes and Ground Shaking

Jackson Hole is located within the Intermountain Seismic Belt, a zone of seismicity that extends from southern Utah through eastern Idaho and western Montana and encompasses western Wyoming and the Teton Range (Smith and Arabasz, 1991). The Teton fault is located along the eastern margin of the Teton Range about 6 miles west of the site, and is considered an important structural element of the Intermountain Seismic Belt.

Ground motion accelerations and design response spectra were derived in accordance with the general procedure defined in the 2006 International Building Code (IBC). The provisions of the 2006 IBC are intended to provide uniform levels of performance for structures, depending on their occupancy and use and the risk inherent to their failure.

The approach adopted in the 2006 IBC is intended to provide a uniform margin of safety against collapse at the *design* ground motion. The *design* earthquake ground motion is selected at a ground shaking level that is 2/3 of the *maximum considered earthquake* (MCE) ground motion. The Site Ground Motion and Design Response Spectrum for the 2006 IBC is presented in Figure 3 and seismic parameters are listed below. According to procedures outlined in section 1613.5.5 of the IBC, the site classifies as a site class E (Soft Soil Profile), largely due to the soft clayey soils within the upper 25 feet of the ground surface. The highly organic soils encountered in some portions of the profile do not appear to be thick enough to push the site into class F.

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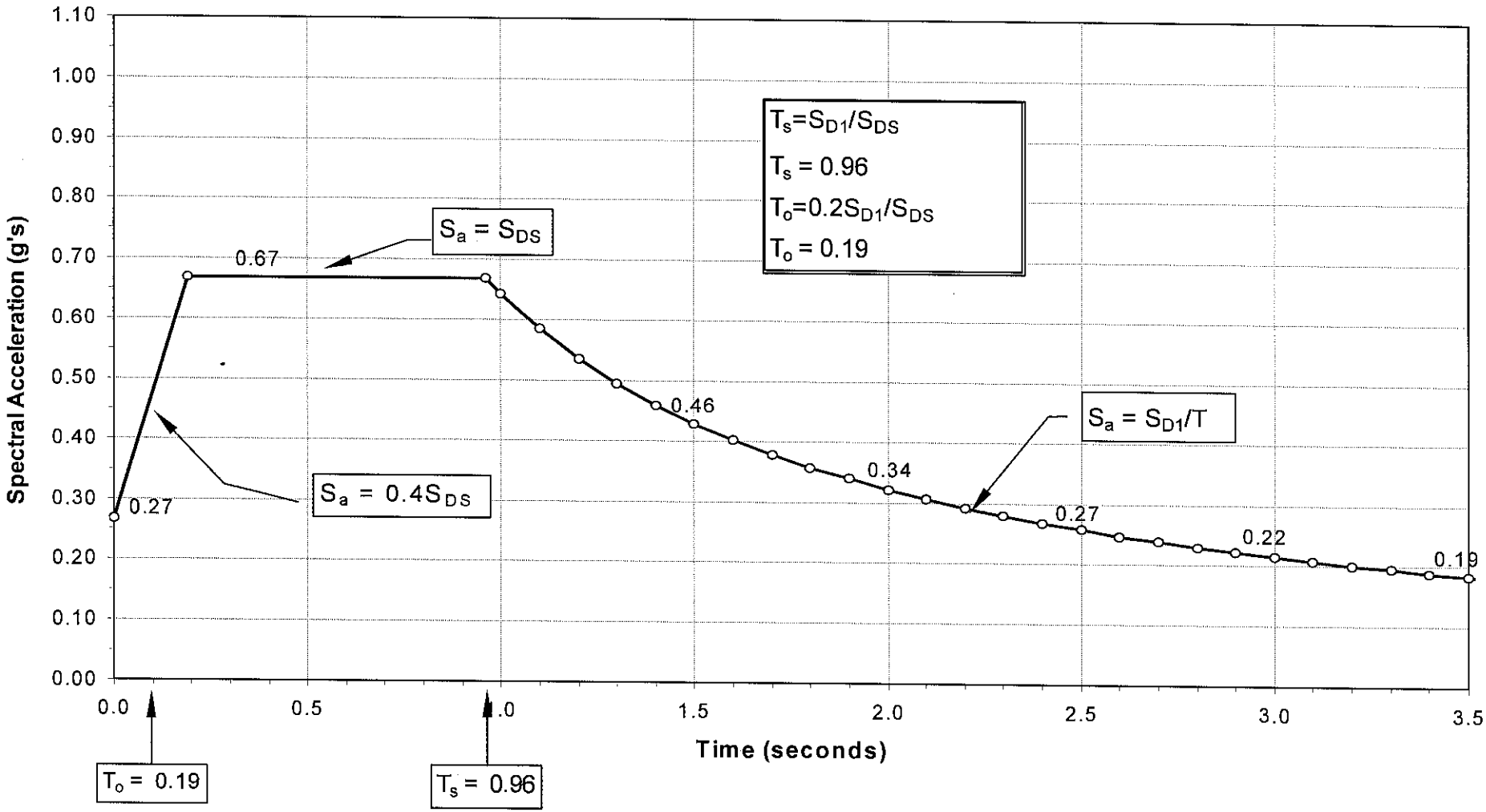
Design Response Spectrum (2006 IBC) - Site Class E
Heider Property, Jackson, Wyoming



	Geotechnical Investigation Report Jorgensen – Heider Property Jackson, Wyoming	Design Seismic Response Spectrum	FIGURE 4

Earthquake Loads – Site Ground Motion and Design Response Spectrum 2006 International Building Code (IBC)

Approximate Site Location: **Latitude = 43.485° Longitude = 110.763°**

Mapped Maximum Considered Earthquake (MCE) Spectral Response Acceleration Parameters:

Short Period (S_s) = **1.114**

1-Sec Period (S_1) = **0.402**

Site Class Definition:

E – Soft Soil Profile

Site Coefficients and Adjusted MCE Spectral Response Acceleration Parameters:

S_{MS} = **1.003**

S_{M1} = **0.965**

F_a = **1.9**

F_V = **2.4**

Design Spectral Response Acceleration Parameters:

S_{DS} = **0.668**

S_{D1} = **0.643**

4.6 Liquefaction Potential

Loose, saturated sands and silty sand, and in some cases silt and gravel, may liquefy when exposed to seismic shaking. Groundwater levels at this site may be within 4 to 5 feet of the surface seasonally. Although it is very soft, the fine grained alluvium with in the upper 25 feet does not appear susceptible to liquefaction. The underlying gravel alluvium is generally regarded as being too coarse-grained, dense, and contains too many fines to be susceptible to liquefaction.

5.0 ENGINEERING ANALYSIS AND RECOMMENDATIONS

5.1 Settlement

A consolidation test was performed on sample U1 from borehole BH-4 indicated modest settlement of less than one inch. However, it is clear that settlement is highly likely to be much larger than this, considering the high organic content of much of the soil profile. It appears that the sample tested may represent an upper bound on unit weight of the clay and silt soils at the site. The dry unit weight of sample BH-4 U1 was 100 pcf; recent consolidation testing on organic silt soil within the vicinity indicated a dry unit weight of about 78 pcf and much larger potential for settlement. Using consolidation data from the organic silt, primary consolidation estimates for 2 foot wide footings loaded to 2,500 psf would be on the order of 3 inches, perhaps more.

In our opinion it is rational to assume that settlement potential of the fine-grained material may be on the order of several inches, and therefore, foundation elements should not bear directly on the silty clay or organic material encountered in the upper 25 feet of the boreholes. Deep foundations should

be installed such that building loads are transferred to the coarse grained sandy gravel material below about 25 feet. Section 5.4 discusses deep foundation options and recommendations.

5.2 Lateral Pressures

Table 5-1: Lateral Earth Pressure Parameters

Condition	Coefficient of Earth Pressure	γK (equivalent fluid pressure)
Static Conditions Level Backfill	$K_o = 0.53$ $K_a = 0.36$ $K_p = 2.77$	58 pcf 40 pcf 305 pcf
Earthquake Conditions Level Backfill	$K_{ae} = 0.43$ $K_{pe} = 2.58$	47 pcf 284 pcf

* Assumes unit weight of backfill of 110 pcf

** Assumes friction angle of 28 deg for backfill material

Lateral pressures against foundation and retaining walls can be estimated using several methods, and there is no overwhelming consensus favoring any one technique. We have used what we believe to be reasonably conservative values that can be justified from normal practice and the technical literature. The main variables are assumptions regarding seismic forces, wall friction, and surcharge pressures created by slopes. As discussed above, the Jackson Hole area is potentially susceptible to ground shaking from earthquakes. A maximum horizontal seismic acceleration k_h in bedrock of 0.22g has been selected for this site (USGS). Lateral pressures have been calculated assuming horizontal backslope conditions. Table 5-1 summarizes lateral pressure parameters applicable to the site.

5.2.1 Active Pressures

For lateral pressure design of retaining walls, which are allowed to deflect and develop an active soil wedge, the calculated equivalent fluid pressure (γK_a) is about 40 pcf (pounds per cubic foot), assuming a horizontal ground surface behind the retaining wall. This pressure distribution would be equivalent to a force of approximately $20H^2$ pounds per horizontal foot of wall acting at one-third the wall height (H) above the base.

Research has indicated that lateral pressures due to earthquakes are non-hydrostatic in distribution, and the resultant acts above the lower third-point of the wall (Bakeer, et al, 1990). Accordingly, active soil pressures have been divided into two components that act at different wall heights. The static force acts at the lower third-point, as discussed above. The Mononobe-Okabe equations are often used to estimate dynamic forces against retaining walls. Although there is considerable debate about the theoretical applicability of these equations to rigid walls, they have been used for many

years for seismic design and the performance record of underground walls during earthquakes has generally been good. The Mononobe-Okabe equations were applied using half the maximum horizontal acceleration (Bowles, 1996; Whitman, 1990). This force would be in addition to static active earth pressure, equivalent to $3.5H^2$ pounds per horizontal foot of wall applied at 50% of the wall height above the base.

5.2.2 Passive Pressures

For passive pressures, an equivalent fluid pressure (γK_p) of about 305 pcf was estimated for static conditions and about 284 pcf for seismic conditions. Passive earth pressures were calculated using the Coulomb and Mononobe-Okabe equations, respectively (Bowles, 1996).

5.2.3 At-Rest Pressures

For lateral pressure design of foundation walls, which are restrained and not allowed to deflect, the calculated at rest earth pressure (γK_o) is about 58 pcf, assuming a horizontal ground surface behind the foundation wall. Use the at-rest pressure or the active pressure under seismic conditions for foundation wall design, whichever is greater.

5.3 Foundations

The building should not bear directly on the fine-grained materials in the immediate subgrade. Instead, deep foundations should be installed that bear on the clayey sandy gravel approximately 25 feet below the ground surface. Helical piers are recommended because they are self testing for bearing capacity during installation. Micropiles may also be feasible, depending on the owner's preference. Grade beams and a structural floor would be supported by the deep foundation system.

All piers should end-bear and be socketed into the gravel. A Structural Engineer should determine pier spacing and placement, and design grade beam and structural floor reinforcement. A qualified Structural Engineer should be engaged to provide the design, in consultation with our Geotechnical Engineer. In general, minor cracks in the foundation walls, floors, and sheetrock are normal and should not be a cause for concern.

Seasonal groundwater level fluctuations may result in wetting of the floor slab. The elevation of the floor slab should be set with respect to the peak groundwater elevation, which is likely to be above 5-foot depth. Waterproofing will be required if the slab is set below the groundwater table.

5.3.1 Helical Piers

Depending on the product used, allowable capacities may be on the order of 50 kips per pier. Helical piers will likely be about 30 feet long, and spacing will need to be determined by a structural engineer.

5.3.2 Micropiles

Micropiles will require casing due to shallow groundwater. Micropile design should consider the load to be delivered to the tendon and assume a nominal bond strength of 2 ksf in the gravel material. The fine-grained material should be ignored. Allowable tension and compression loads are equal.

5.4 Exterior Slabs-on-Grade

Exterior slabs (sidewalks, patios, driveways, etc.) typically sustain the greatest damage. Cracking is almost impossible to avoid, and freeze-thaw adds to the difficulty caused by soil movement. The fine-grained soils may cause particularly severe frost damage. The following suggestions may reduce differential movement of exterior slabs.

Exterior slabs should be at least 4 inches thick, 6 inches if supporting vehicles. Exterior slabs should not be tied to foundation walls. Any movement of exterior slabs may be transmitted to the foundation walls, resulting in damage. Posts for patios or other exterior columns should not bear on exterior slabs, and instead should be supported by deep foundations as discussed above. If the slabs settle or rise, the movement can be transmitted to the post, resulting in damage to the structure.

Exterior slabs placed on topsoil, silt, or clay material may be very susceptible to frost heave, and any exterior flat work placed on these soils may perform poorly. Performance of the slabs may be improved by placement of at least 6 inches (preferably 12 inches) of road mix gravel beneath the slab. Expansion joints are recommended in all concrete flatwork.

The gravel should be separated from the underlying soft clay using filter fabric. The owner should understand that any exterior hardscapes will be highly vulnerable to settlement. Sensitive landscaping features are not recommended.

5.5 Final Grading

Properly compacted backfill and good site drainage are important. Exterior backfill around buildings should consist of site materials placed in lifts and lightly compacted. Exterior fills should be placed as early as possible. Utility trenches should also be backfilled in lifts and lightly compacted. Fine-grained soils are best compacted with a vibrating "sheepsfoot" roller, while granular soils will require a vibrating smooth-drum or padfoot roller for compaction.

Final grading should provide a positive drainage of at least 1 foot in the first 12 feet away from the structure unless covered by paving.

5.6 Ventilation and Radon

Evaluation of radon was beyond the scope of work; local codes should be followed and specialty contractors employed, if necessary.

5.7 Reinforcing, Concrete Considerations, and Utilities Testing

Footings, slabs, and foundation walls should be reinforced to resist differential movement. We strongly recommend consultation with a structural engineer to specify adequate reinforcement. Exterior concrete should contain 5% to 7% entrained air. We recommend pressure testing of water and sewer lines before backfilling.

5.8 Observation during Construction

A representative of this office should observe construction of any foundation or drainage elements recommended in this report, particularly installation of deep foundations. Site grading, leak-proof testing, and soil compaction should be observed be a representative of this office. If any unexpected soils or conditions are revealed during construction, this office should be notified immediately to survey the conditions and make necessary modifications.

6.0 LIMITATIONS

This report has been prepared based on a limited amount of data. Actual site conditions may vary. These services have been performed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in this area under similar conditions. No other warranty is made or implied.

7.0 REFERENCES

American Concrete Institute, 1997, Guide for Concrete Floor and Slab Construction: ACI 302.1R-96.

Bakeer, R.M., S.K. Bhatia, and I. Ishibashi, 1990, Dynamic Earth Pressure with Various Gravity Wall Movements *in* Design and Performance of Earth Retaining Structures (P.C. Lambe and L.A. Hansen ed): ASCE Geotechnical Special Publication 25, p. 887-899.

Bowles, J.E., 1996, Foundation Analysis and Design, 5th Ed.: McGraw-Hill.

Earthquake Engineering research Institute (EERI), 1994, Earthquake Basics - Liquefaction: Earthquake Basics Brief No. 1., EERI, Oakland California, 8p.

Holland, J.A., and W. Walker, 1998, Controlling Curling and Cracking in Floors to Receive Coverings: Concrete Construction, Publication Number C980603.

Hynes, M.E., and Franklin, A.G., 1984, Rationalizing the Seismic Coefficient Method: U.S. Army Corps of Engineers, Waterways Experiment Station, Miscellaneous Paper GL-84-13.

International Building Code, 2006, International Code Council, Inc, Chapter 16, Section 1613 Earthquake Loads.

Love, J.D., and Albee, H.F., 1972, Geologic Map of the Jackson Quadrangle, Teton County, Wyoming, Map I-769-A, Scale 1:24,000

Machette, N.M., Pierce, K.L., McCalpin, J.P., Haller, K.M., and Dart, R.L., 2001, Map and Data for Quaternary faults and folds in Wyoming, United States Geological Survey, Open-File Report 01-461.

Seed, H.B., and Idriss, I.M., 1982, Ground Motions and Soil Liquefaction During Earthquakes: Monograph Series, EERI, Oakland, California.

Seed, H.B., and Idriss, I.M., 1981, Evaluation of liquefaction Potential of sand deposits based on observations of performance in previous earthquakes: ASCE Insitu Testing To Evaluate Liquefaction Susceptibility, Preprint 81-544.

Smith, R.B. and Arabasz, W.J., 1991, Seismicity of the Intermountain Seismic Belt, in Slemmons, D.B., Engdahl, E.R., Zoback, M.L., and Blackwell, D.D., editors, Neotectonics of North America: Geological Society of America, Decade Map Volume 1, p. 185-228.

Suprenant, B.A., and W.R. Malisch, 1998, Where to Place the Vapor Retarder: Concrete Construction, Publication Number C980427.

Suprenant, B.A., and W.R. Malisch, 1999, Don't Use Loose Sand under Concrete Slabs: Concrete Construction, Publication Number C99C0223.

U.S. Geological Survey, Earthquake Hazards Program, Seismic Design Values for Buildings, http://earthquake.usgs.gov/research/hazmaps/design/

Whitman, R.V., 1990, Seismic Design and Behavior of Gravity Retaining Walls *in* Design and Performance of Earth Retaining Structures (P.C. Lambe and L.A. Hansen ed): ASCE Geotechnical Special Publication 25, p. 817-842.

APPENDIX A

BOREHOLE LOGS

WOMACK & ASSOCIATES, INC.
Geotechnical Engineering
Geology

P.O. Box 12650
Jackson, WY 83002
Telephone: (307) 733-7209
Fax: (307) 733-8005

TEST HOLE LOG

PROJECT NAME: 375 North Cache Street	DATE: 11/19/07
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: BH-1
TEST HOLE LOCATION: Northwest corner	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 31.5	GROUNDWATER LEVEL (ft.): NA	MEASURED FROM: Surface
DRILL TYPE: CME-75	HAMMER: 140 # Automatic	DRILL CO: HazTech Drilling, Inc.	DRILLER: Corey / LOGGED BY: cro

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION / COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
5–6		1	1,3,2	6	100		CL	5.0-6.5ft CLAY: Moist, dark brown to black, massive, very soft, organic rich [ALLUVIUM]	24.8		31	9	
10–11		2	1,1,2	5	100			10.0-11.5ft Silty CLAY: Moist to wet, brown gray, massive, very soft, with some 1/2" stone fragments in upper 2" [ALLUVIUM]					
15–16		3	0,0,2	3	97			15.0-16.5ft CLAY/silty CLAY: Moist, gray brown, very soft, massive [ALLUVIUM]					
20–21		4	0,0,2	3	100			20.0-21.5ft Silty PEAT: Moist to wet, tan brown then brown black in lower most 2", vert soft, massive (in lower), finely laminated (upper), with shells and red organic matter, organic rich [LAKEBEDS/ALLUVIUM]	60.5		57	NP	
25–26		5	16,17,16	42	61			25.0-26.5ft Sandy GRAVEL: Wet, tan, massive, dense, clayey (<10%), sandy (30%), subrounded gravel to 1/2" diameter [ALLUVIUM]					
30–31		6	5,8,23	38	89			30.0-30.5ft Clean medium SAND 30.5-30.8ft Sandy GRAVEL 30.8-31.1ft Clayey SAND 31.1-31.5ft Clayey gravelly SAND: Wet, tan, massive, medium dense [ALLUVIUM]					

TEST_HOLE_LOG2 REVISED NORTH CACHE.GPJ WOMACK.GDT 1/18/08

WOMACK & ASSOCIATES, INC.
Geotechnical Engineering
Geology

P.O. Box 12650
Jackson, WY 83002
Telephone: (307) 733-7209
Fax: (307) 733-8005

TEST HOLE LOG

PROJECT NAME: 375 North Cache Street	DATE: 11/19/07
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: BH-2
TEST HOLE LOCATION: Northeast corner	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 31.5	GROUNDWATER LEVEL (ft.): NA	MEASURED FROM: Surface
DRILL TYPE: CME-75	HAMMER: 140 # Automatic	DRILL CO: HazTech Drilling, Inc.	DRILLER: Corey / LOGGED BY: cro

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION / COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
5-6		1	1,2,3	8	72			5.0-6.5ft CLAY: Moist, gray, massive, very soft, highly plastic [ALLUVIUM]					
10-11		2	0,0,2	3				10.0-11.5ft No recovery					
15-16		3	0,1,1	3	56		OL	15.0-16.5ft CLAY: Moist, gray brown, massive, very soft, organic rich [ALLUVIUM]	48.4		43.3	6.9	
20-21		4	0,2,4	9	100			20.0-21.5ft ORGANIC SILT: Moist, tan brown, soft, massive [LAKEBEDS/ALLUVIUM]					
25-26		5	9,14,17	41	67			25.0-25.4ft Clean loose SAND 25.4-26.5ft Clayey sandy GRAVEL: Moist to wet, red tan brown, medium dense, gravel to 1/2" diameter [ALLUVIUM]					
30-31		6	11,19,21	49	58			30.0-31.5ft Clayey sandy GRAVEL: Moist to wet, tan brown, massive, medium dense, angular gravel to 3/4" diameter [ALLUVIUM]					

TEST_HOLE_LOG2 REVISED NORTH CACHE.GPJ WOMACK.GDT 1/17/08

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TEST HOLE LOG

PROJECT NAME: 375 North Cache Street	DATE: 11/19/07
PROJECT LOCATION: Jackson, Wyoming	HOLE NO.: BH-3
TEST HOLE LOCATION: Southeast corner	

ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 31.5	GROUNDWATER LEVEL (ft.): NA	MEASURED FROM: Surface
DRILL TYPE: CME-75	HAMMER: 140 # Automatic	DRILL CO: HazTech Drilling, Inc.	DRILLER: Corey	LOGGED BY: cro

DEPTH (ft.)	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION / COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
5	1	1,2,3	8	61			5.0-6.5ft CLAY: Moist, brown, massive, soft, gravelly upper 7" [ALLUVIUM]					
10	2	0,1,2	4	100		ML	10.0-11.5ft SILT: Moist, brown, massive, very soft, with sand [ALLUVIUM]	29.7		30	5.3	
15	3	0,0,0	0	100			15.0-16.5ft Silty CLAY: Wet, gray brown, massive, very soft, with shell fragments [LAKEBEDS]					
20	4	0,3,6	14	100			20.0-21.5ft Silty CLAY: Wet, soft, laminated in upper 2", massive elsewhere, with shell fragments, then organic rich [LAKEBEDS]					
25	5	14,28,25	66	56			25.0-26.5ft Clayey sandy GRAVEL: Wet, brown, massive, medium dense clay (,10%), sand (20%), gravel to 1/2" diameter [ALLUVIUM]					
30	6	36,34,50	100+				30.0-31.5ft Clayey sandy GRAVEL: Wet, yellow brown, massive, very dense, angular gravel to 3/4" diameter, clayey sand matrix (30%) [ALLUVIUM]					

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TEST HOLE LOG

PROJECT NAME: 375 North Cache Street			DATE: 11/19/07
PROJECT LOCATION: Jackson, Wyoming			HOLE NO.: BH-4
TEST HOLE LOCATION: Southwest corner			
ELEVATION G.S. (ft.):	TOTAL DEPTH (ft.): 31.5	GROUNDWATER LEVEL (ft.): NA	MEASURED FROM: Surface
DRILL TYPE: CME-75	HAMMER: 140 # Automatic	DRILL CO: HazTech Drilling, Inc.	DRILLER: Corey / LOGGED BY: cro

DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION / COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
5–6		1	0,0,0	0	78			5.0-6.5ft CLAY: Moist, brown, massive, very soft, organic rich [ALLUVIUM]					
10–11		U1					CL	10.0-11.5ft			30.2	11.7	
15–16		2	0,2,4	10	100			15.0-16.5ft Silty CLAY: Wet, dark brown, massive, very soft, with organic matter [ALLUVIUM]					
20–21		U2						20.0-21.5ft Wet					
25–26		3	10,28,30	76	56			25.0-26.5ft Clayey sandy GRAVEL: Wet, tan brown, massive, medium dense, clay (10%), sand (15%), angular gravel to 3/4" diameter					
30–31		4	18,28,26	63	58			30.0-31.5ft Clayey silty sandy GRAVEL: Wet, tan brown, massive, medium dense, gravel to 1" diameter, matrix clayey silty sand (30%) [ALLUVIUM]					

TEST_HOLE_LOG2 REVISED NORTH CACHE.GPJ WOMACK.GDT 1/17/08

APPENDIX B

BOREHOLE DATA SUMMARY

Jorgensen - North Cache

BH #	DEPTH INTERVAL From	To	INT 1 fist 6"	INT 2 second 6"	INT 3 last 6"	N [1] bpf	RS [2]	ER	AV WT (pcf)	AVDEP (ft)	SWL [3] (ft bgs)	OB' (tsf)	CN	CS	CROD	TYPE	(N1)60 bpf
BH-1	5	6.5	1	3	2	4	1.2	1.20	110	6	5	0.29	1.50	1.0	0.75	Clay	6
	10	11.5	1	1	2	3	1.2	1.20	110	11	5	0.41	1.50	1.0	0.75	SlClay	5
	15	16.5	0	0	2	2	1.2	1.20	110	16	5	0.53	1.37	1.0	0.85	Clay/Sl Clay	3
	20	21.5	0	0	2	2	1.2	1.20	110	21	5	0.65	1.24	1.0	0.85	SlClay	3
	25	26.5	16	17	16	32	1.17	1.20	130	26	5	1.03	0.99	1.0	0.95	SaGr	42
	30	31.5	5	8	23	31	1.17	1.20	130	31	5	1.20	0.91	1.0	0.95	SaGr + ClSa	38
BH-2	5	6.5	1	2	3	5	1.2	1.20	110	6	5	0.29	1.50	1.0	0.75	Clay	8
	10	11.5	0	0	2	2	1.2	1.20	110	11	5	0.41	1.50	1.0	0.75	Clay (no sample)	3
	15	16.5	0	1	1	2	1.2	1.20	110	16	5	0.53	1.37	1.0	0.85	Clay	3
	20	21.5	0	2	4	6	1.2	1.20	110	21	5	0.65	1.24	1.0	0.85	Clay	9
	25	26.5	9	14	17	31	1.17	1.20	130	26	5	1.03	0.99	1.0	0.95	SaGr	41
	30	31.5	11	19	21	40	1.17	1.20	130	31	5	1.20	0.91	1.0	0.95	SaGr	49
BH-3	5	6.5	1	2	3	5	1.2	1.20	110	6	5	0.29	1.50	1.0	0.75	Clay	8
	10	11.5	0	1	2	3	1.2	1.20	110	11	5	0.41	1.50	1.0	0.75	Clay	5
	15	16.5	0	0	0	0	1.2	1.20	110	16	5	0.53	1.37	1.0	0.85	SlClay	0
	20	21.5	0	3	6	9	1.2	1.20	110	21	5	0.65	1.24	1.0	0.85	SlClay	14
	25	26.5	14	28	25	50	1.17	1.20	130	26	5	1.03	0.99	1.0	0.95	SaGr	66
	30	31.5	36	34	50	84	1.17	1.20	130	30	5	1.18	0.92	1.0	0.95	SaGr	100+
BH-4	5	6.5	0	0	0	0	1.2	1.20	110	6	5	0.29	1.50	1.0	0.75	Clay	0
	15	16.5	0	2	4	6	1.2	1.20	110	16	5	0.53	1.37	1.0	0.85	SlClay	10
	25	26.5	10	28	30	58	1.17	1.20	130	26	5	1.03	0.99	1.0	0.95	ClaySaGr	76
	30	31.5	18	28	26	52	1.17	1.20	130	31	5	1.20	0.91	1.0	0.95	ClSlSaGr	63

Hammer efficiency: 0.72

[1] Blows adjusted to account for stones; used 2x blows for last 6 inches if middle 6 inches had higher blows than last 6 inches

[2] RS (2x1.5 inch sampler):

Cohesive 1.2

Cohesionless 1.17

[3] Boreholes drilled with mud/water. Global SWL from readings of existing standpipes on 12/10/2007.

APPENDIX C

LABORATORY TESTING DATA

ATTERBERG LIMITS TEST
ASTM D 4318

CLIENT	Womack & Associates	JOB NO.	2292-16
BORING NO.	BH4	DATE SAMPLED	
DEPTH	10.0-11.5'	DATE TESTED	01-11-08 QRS
SAMPLE NO.	U1		
SOIL DESCR.	#112017		
LOCATION	N. Cache		

Plastic Limit Determination

	1	2	3
Wt Dish & Wet Soil	10.03	8.95	8.89
Wt Dish & Dry Soil	8.62	7.72	7.71
Wt of Moisture	1.41	1.23	1.19
Wt of Dish	1.15	1.12	1.16
Wt of Dry Soil	7.47	6.59	6.55
Moisture Content	18.85	18.67	18.12

Liquid Limit Determination — Device Number 0860

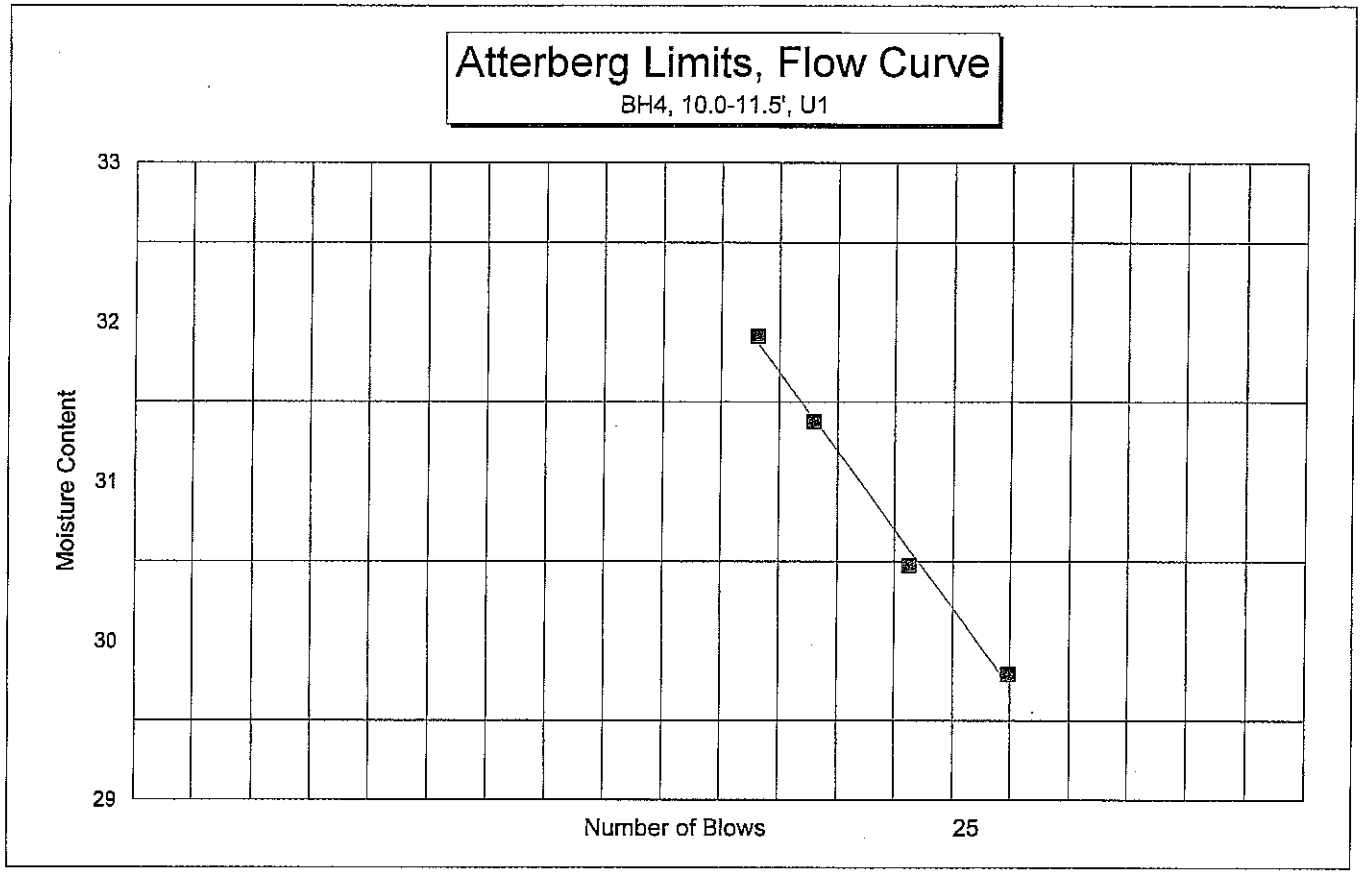
	1	2	3	4
Number of Blows	17	19	23	28
Wt Dish & Wet Soil	13.02	14.32	17.96	14.50
Wt Dish & Dry Soil	10.15	11.17	14.03	11.43
Wt of Moisture	2.87	3.15	3.92	3.07
Wt of Dish	1.16	1.14	1.16	1.14
Wt of Dry Soil	8.99	10.03	12.87	10.29
Moisture Content	31.91	31.38	30.48	29.79

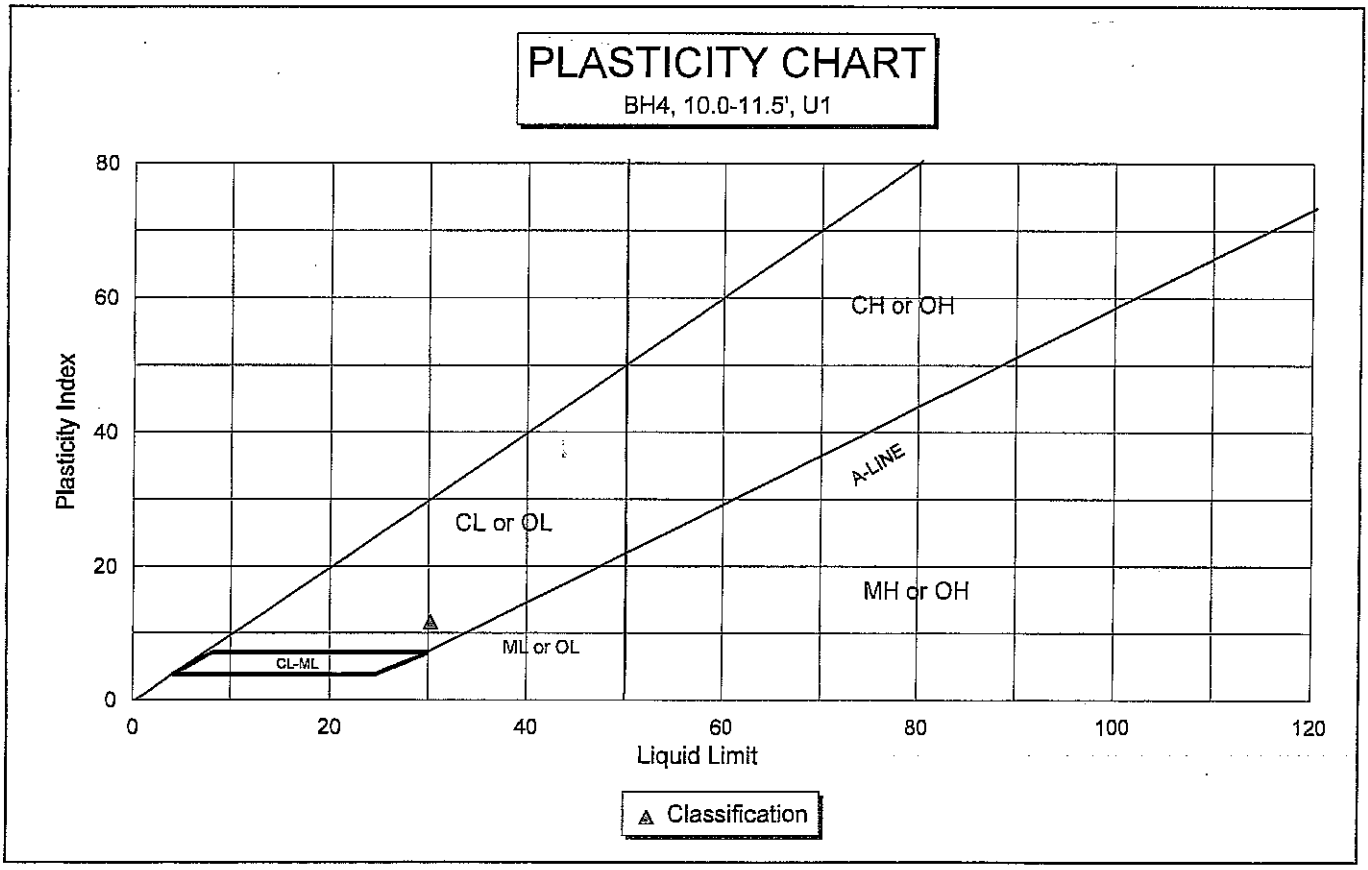
Liquid Limit	30.2
Plastic Limit	18.5
Plasticity Index	11.7

Atterberg Classification CL

Data entry by: SR Date: 01/14/2008
Checked by: RB Date: 1/15/08
FileName: WOG0BH4

ADVANCED TERRA TESTING, INC.


Atterberg Limits, Flow Curve
BH4, 10.0-11.5', U1
33
32
31
30
29
Moisture Content
Number of Blows
25


PLASTICITY CHART
BH4, 10.0-11.5', U1
80
60
40
20
0
Plasticity Index
CH or OH
A-LINE
CL or OL
MH or OH
CL-ML
ML or OL
0
20
40
60
80
100
120
Liquid Limit
Classification

MECHANICAL ANALYSIS - SIEVE TEST DATA
ASTM D-6913

CLIENT Womack & Associates

JOB NO. 2292-16

BORING NO.	BH4
DEPTH	10.0-11.5'
SAMPLE NO.	U1
SOIL DESCR.	#1112017
LOCATION	N. Cache

SAMPLED	
DATE TESTED	01-11-08 RS
WASH SIEVE	Yes
DRY SIEVE	No

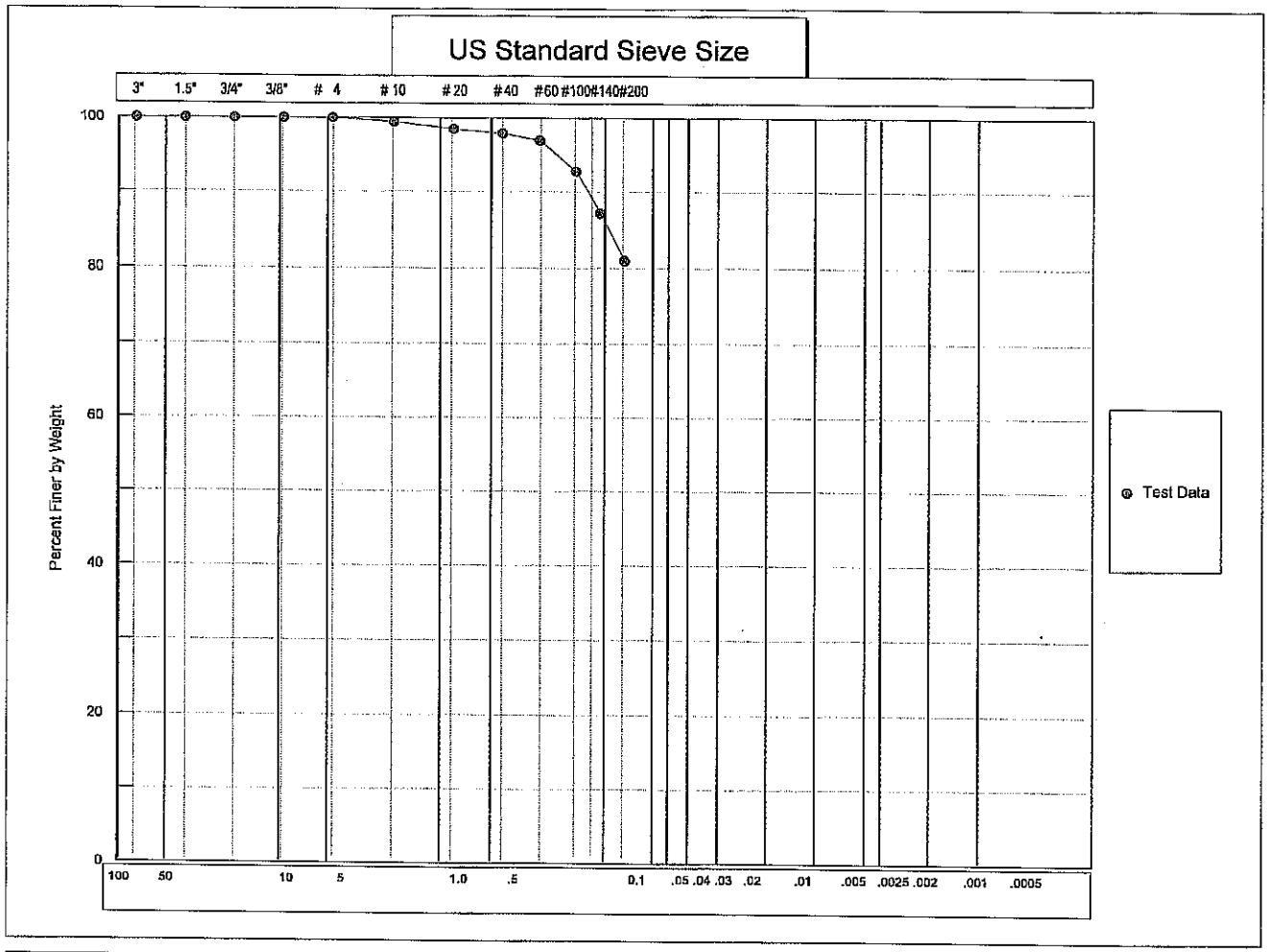
WASH SIEVE ANALYSIS

Wt. Wet Soil & Pan Before Washing (g)	313.4
Wt. Dry Soil & Pan Before Washing (g)	307.2
Weight of Pan (g)	8.2
Wt. of Dry Soil Before Washing	299.0
Wt. Dry Soil & Pan After Washing (g)	65.0
Wt. of Dry Soil After Washing (g)	56.9
-#200 Wash. Out %	81.0

Sieve Number (Size)	Pan Weight (g)	Indiv. Wt. + Pan (g)	Indiv. Wt. Retain.	Cum. Wt. Retain.	Cum. % Retain.	% Finer By Wt.
3"	0.00	0.00	0.00	0.00	0.0	100.0
1 1/2"	0.00	0.00	0.00	0.00	0.0	100.0
3/4"	0.00	0.00	0.00	0.00	0.0	100.0
3/8"	0.00	0.00	0.00	0.00	0.0	100.0
#4	0.00	0.00	0.00	0.00	0.0	100.0
#10	2.37	4.08	1.71	1.71	0.6	99.4
#20	2.36	5.11	2.75	4.47	1.5	98.5
#40	2.37	4.08	1.71	6.18	2.1	97.9
#60	2.37	5.32	2.95	9.13	3.1	96.9
#100	2.36	14.88	12.52	21.65	7.2	92.8
#140	2.37	19.07	16.70	38.35	12.8	87.2
#200	2.36	20.90	18.54	56.89	19.0	81.0

Data entered by: SR Date: 01/15/2008
Data checked by: KR Date: 1/15/08
FileName: WOMUBH4

ADVANCED TERRA TESTING, INC.



COBBLES	GRAVEL		SAND			SILT OR CLAY	USCS
	COARSE	FINE	CRS	MEDIUM	FINE		

COBBLES	PEBBLE GRAVEL				SAND			SILT	CLAY	
TO BOULDERS	COARSE	MED	FINE	GRAN	COARSE	MED	FINE			WENTWORTH

Client: Womack & Associates Boring No.: BH4 Sample No.: U1
Job Number: 2292-16 Depth: 10.0-11.5'
Classification **CL, Lean Clay with sand**

Advanced Terra Testing, Inc.

CONSOLIDATION TEST
ASTM D-2435

CLIENT Womack & Associates

JOB NO. 2292-16

BORING NO.	BH-4	SAMPLED	
DEPTH	10.0-11.5'	TEST STARTED	01-08-08 DPM
SAMPLE NO.	U1	TEST FINISHED	01-15-08 DPM
SOIL DESCR.	#1112017	CELL NUMBER	ATT-08
LOCATION	N. Cache		
SAMPLE DIA.(in)	2.410	INITIAL HT.(in)	1.000

MOISTURE/DENSITY DATA	BEFORE TEST	AFTER TEST
Wt. Soil & Ring(s) (g)	195.5	189.0
Wt. Ring(s) (g)	45.3	45.3
Wt. Soil (g)	150.2	143.8
Wet Density PCF	125.5	130.4
Wt. Wet Soil & Pan (g)	153.5	147.1
Wt. Dry Soil & Pan (g)	123.2	123.2
Wt. Lost Moisture (g)	30.3	23.9
Wt. of Pan Only (g)	3.3	3.3
Wt. of Dry Soil (g)	119.9	119.9
Moisture Content %	25.3	19.9
Dry Density PCF	100.1	108.7

LOAD (PSF)	CONSOL. (IN.)
100	0.0000
100	0.0112
200	0.0124
400	0.0163
800	0.0280
1600	0.0379
1600	0.0371
3200	0.0456
6400	0.0606
12800	0.0781
25600	0.0997
6400	0.0965
1600	0.0910
400	0.0850
100	0.0793

	LOAD (PSF)	LOG p	CONSOL. (IN.)	DEFL. (IN.)	VOID RATIO e
	100	2.000	0.0000	0.0000	0.6524
	100	2.000	0.0112	-0.0112	0.6339
	200	2.301	0.0124	-0.0124	0.6319
	400	2.602	0.0163	-0.0163	0.6255
	800	2.903	0.0280	-0.0280	0.6061
	1600	3.204	0.0379	-0.0379	0.5898
Inundate	1600	3.204	0.0371	-0.0371	0.5911
	3200	3.505	0.0456	-0.0456	0.5770
	6400	3.806	0.0606	-0.0606	0.5523
	12800	4.107	0.0781	-0.0781	0.5233
	25600	4.408	0.0997	-0.0997	0.4877
	6400	3.806	0.0965	-0.0965	0.4929
	1600	3.204	0.0910	-0.0910	0.5020
	400	2.602	0.0850	-0.0850	0.5119
	100	2.000	0.0793	-0.0793	0.5214

% Saturation	102.8
Sp. Gr. (g/cc)	2.650
Init. Ht. Solids (cm)	1.537
Init. Ht. Voids (cm)	1.003
Init. Void Ratio	0.6524

Data entry by: SR Date: 01/17/2008
Data checked by: [signature] Date: 1/18/08
FileName: WOC0H4U1

ADVANCED TERRA TESTING, INC.

CLIENT Womack & Associates JOB NO. 2292-16

BORING NO.	BH-4	SAMPLED	
DEPTH	10.0-11.5'	TEST STARTED	01-08-08 DPM
SAMPLE NO.	U1	TEST FINISHED	01-15-08 DPM
SOIL DESCR.	#1112017	CELL NUMBER	ATT-08
LOCATION	N. Cache		

TIME READING DATA

800 psf Load

Elapsed Time (min)	SQRT Time (min)	Dial Reading (in)	Defl. (in)
0.0	0.00	0.0170	0.0000
0.1	0.32	0.0195	-0.0025
0.3	0.50	0.0200	-0.0030
0.5	0.71	0.0204	-0.0034
1.0	1.00	0.0209	-0.0039
2.0	1.41	0.0215	-0.0045
4.0	2.00	0.0222	-0.0052
9.0	3.00	0.0229	-0.0059
16.0	4.00	0.0233	-0.0063
30.0	5.48	0.0238	-0.0068
60.0	7.75	0.0245	-0.0075
120.0	10.95	0.0251	-0.0081
240.0	15.49	0.0260	-0.0090
480.0	21.91	0.0272	-0.0102

1600 psf Load

Elapsed Time (min)	SQRT Time (min)	Dial Reading (in)	Defl. (in)
0.0	0.00	0.0295	0.0000
0.1	0.32	0.0314	-0.0019
0.3	0.50	0.0319	-0.0024
0.5	0.71	0.0323	-0.0028
1.0	1.00	0.0326	-0.0031
2.0	1.41	0.0330	-0.0035
4.0	2.00	0.0335	-0.0040
9.0	3.00	0.0339	-0.0044
16.0	4.00	0.0343	-0.0048
30.0	5.48	0.0346	-0.0051
60.0	7.75	0.0349	-0.0054
120.0	10.95	0.0353	-0.0058
240.0	15.49	0.0360	-0.0065
480.0	21.91	0.0374	-0.0079

3200 psf Load

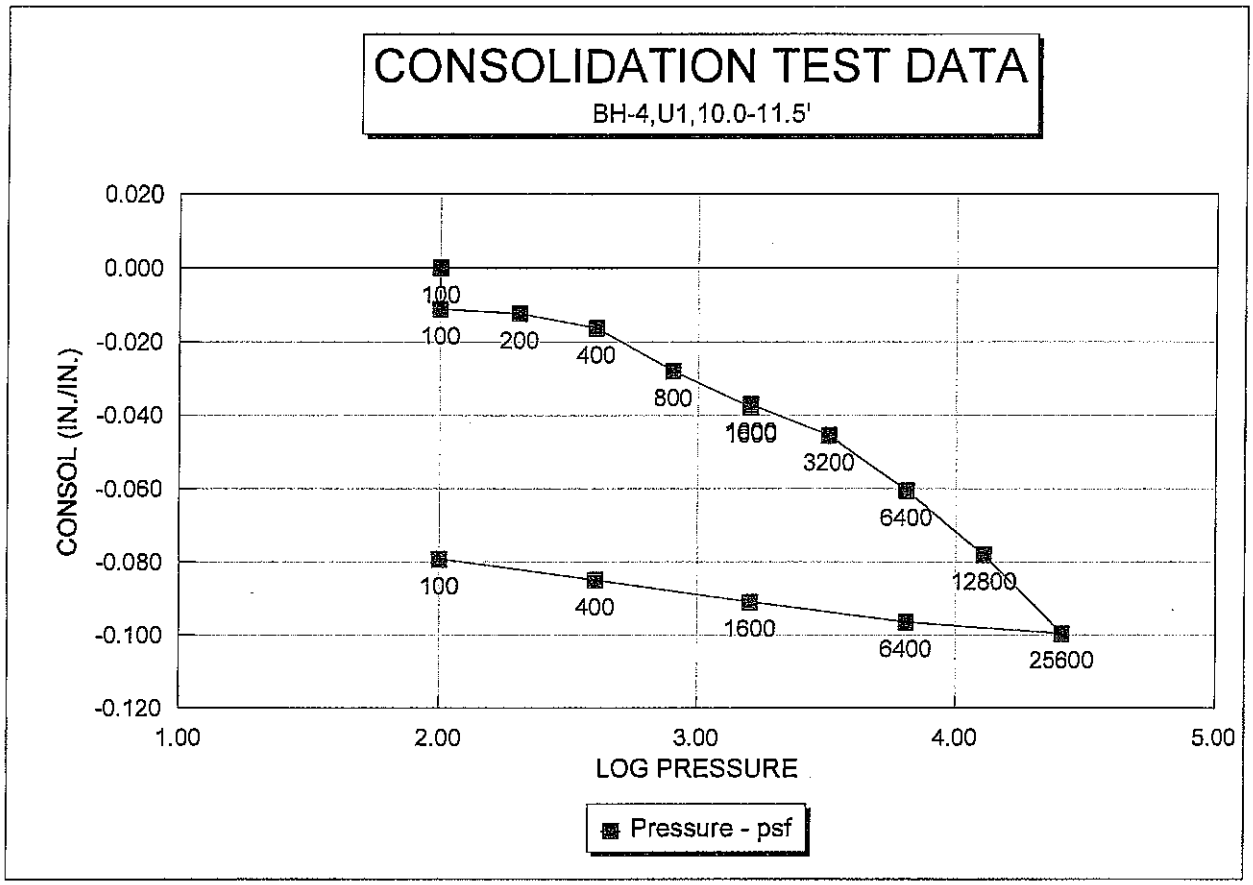
Elapsed Time (min)	SQRT Time (min)	Dial Reading (in)	Defl. (in)
0.0	0.00	0.0395	0.0000
0.1	0.32	0.0428	-0.0033
0.3	0.50	0.0433	-0.0038
0.5	0.71	0.0436	-0.0041
1.0	1.00	0.0441	-0.0046
2.0	1.41	0.0445	-0.0050
4.0	2.00	0.0450	-0.0055
9.0	3.00	0.0455	-0.0060
16.0	4.00	0.0460	-0.0065
30.0	5.48	0.0464	-0.0069
60.0	7.75	0.0469	-0.0074
120.0	10.95	0.0473	-0.0078
240.0	15.49	0.0478	-0.0083
480.0	21.91	0.0483	-0.0088

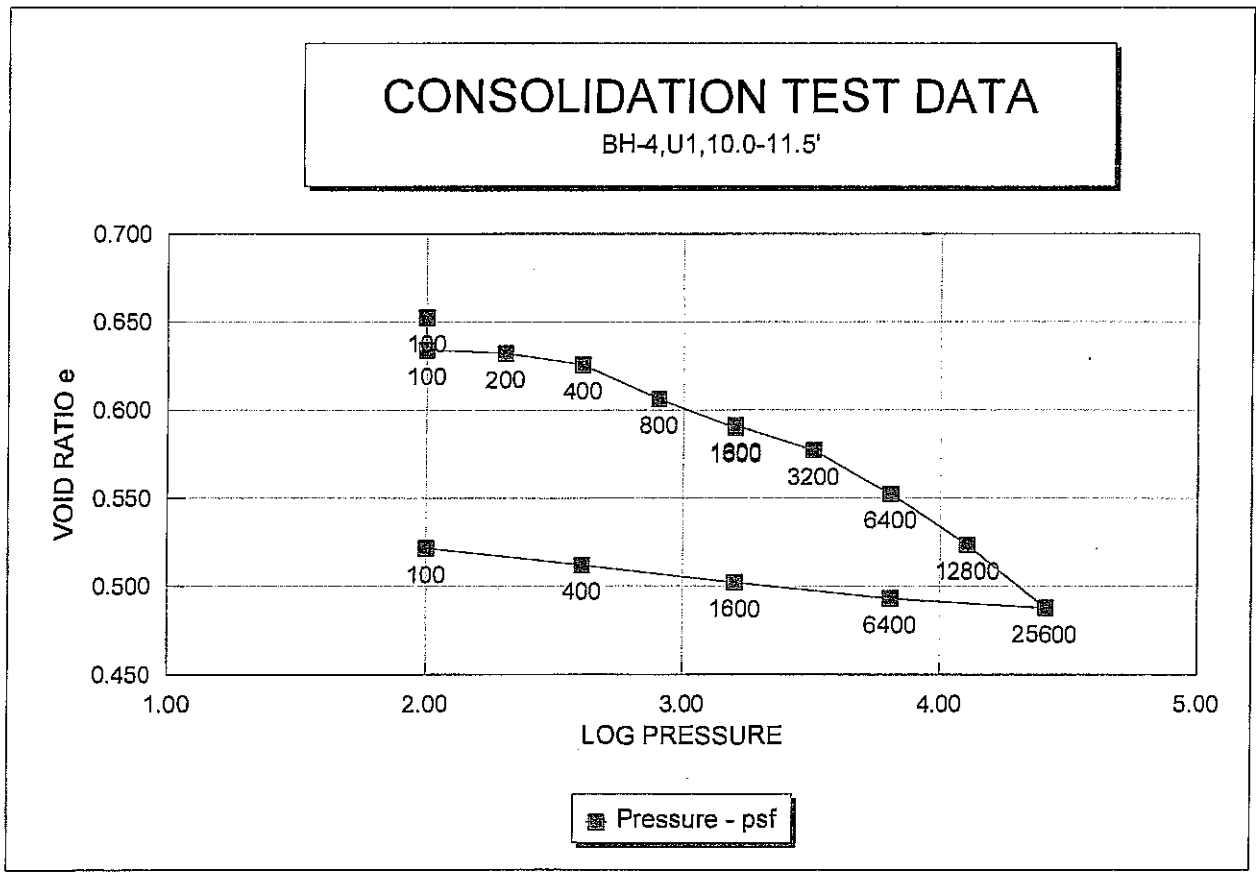
6400 psf Load

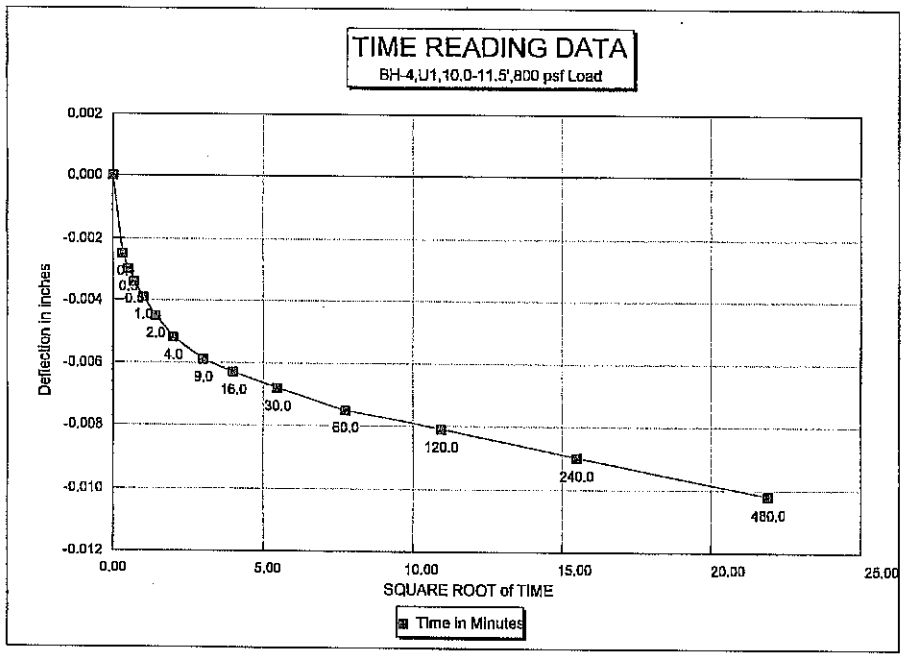
Elapsed Time (min)	SQRT Time (min)	Dial Reading (in)	Defl. (in)
0.0	0.00	0.0494	0.0000
0.1	0.32	0.0508	-0.0014
0.3	0.50	0.0526	-0.0032
0.5	0.71	0.0548	-0.0054
1.0	1.00	0.0573	-0.0079
2.0	1.41	0.0589	-0.0095
4.0	2.00	0.0602	-0.0108
9.0	3.00	0.0612	-0.0118
16.0	4.00	0.0616	-0.0122
30.0	5.48	0.0621	-0.0127
60.0	7.75	0.0628	-0.0134
120.0	10.95	0.0635	-0.0141
240.0	15.49	0.0638	-0.0144
480.0	21.91	0.0644	-0.0150

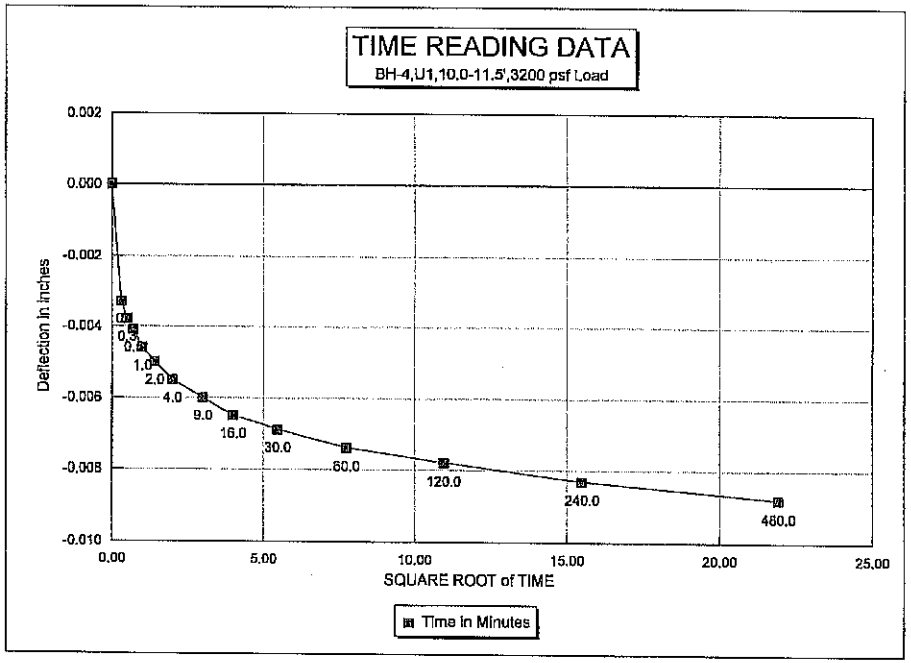
Data entry by: SR Date: 01/17/2008
Data checked by: DPM Date: 1/18/07
FileName: WOC0H4U1

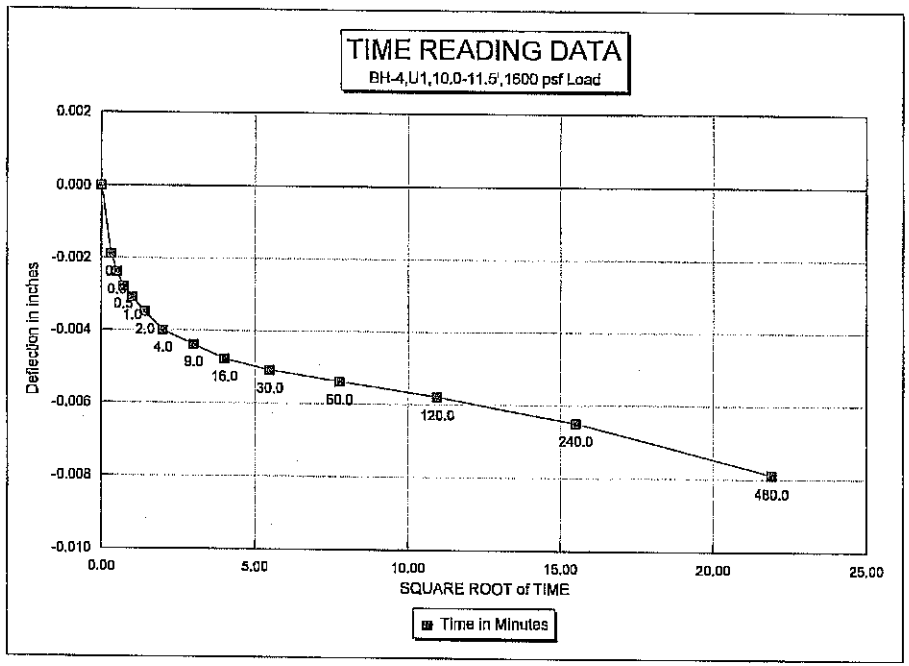
ADVANCED TERRA TESTING, INC.

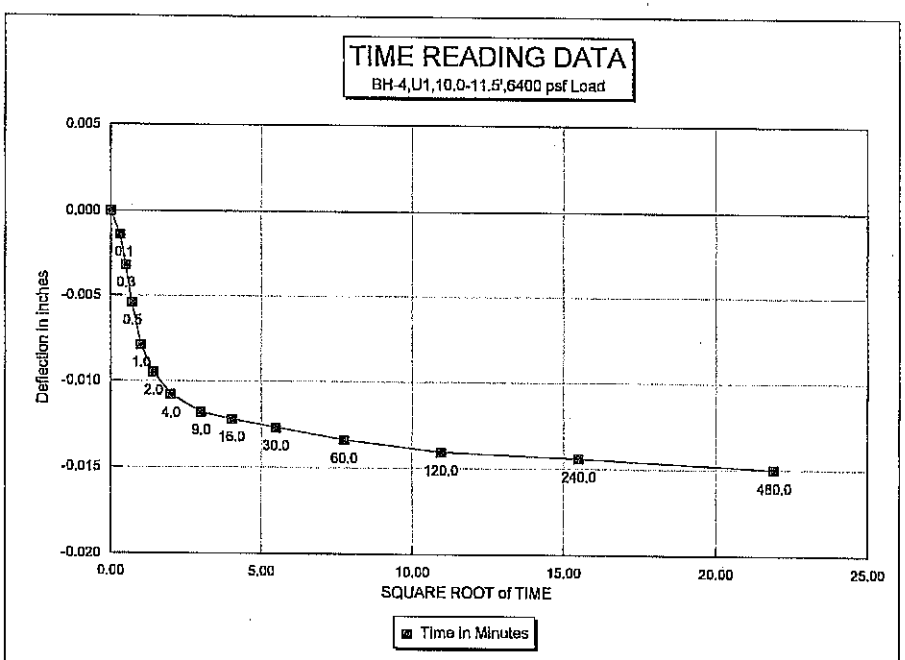

CONSOLIDATION TEST DATA
BH-4,U1,10.0-11.5'
CONSOL (IN./IN.)
0.020
0.000
-0.020
-0.040
-0.060
-0.080
-0.100
-0.120
1.00
2.00
3.00
4.00
5.00
LOG PRESSURE
100
100
200
400
800
1600
3200
6400
12800
100
400
1600
6400
25600
Pressure - psf

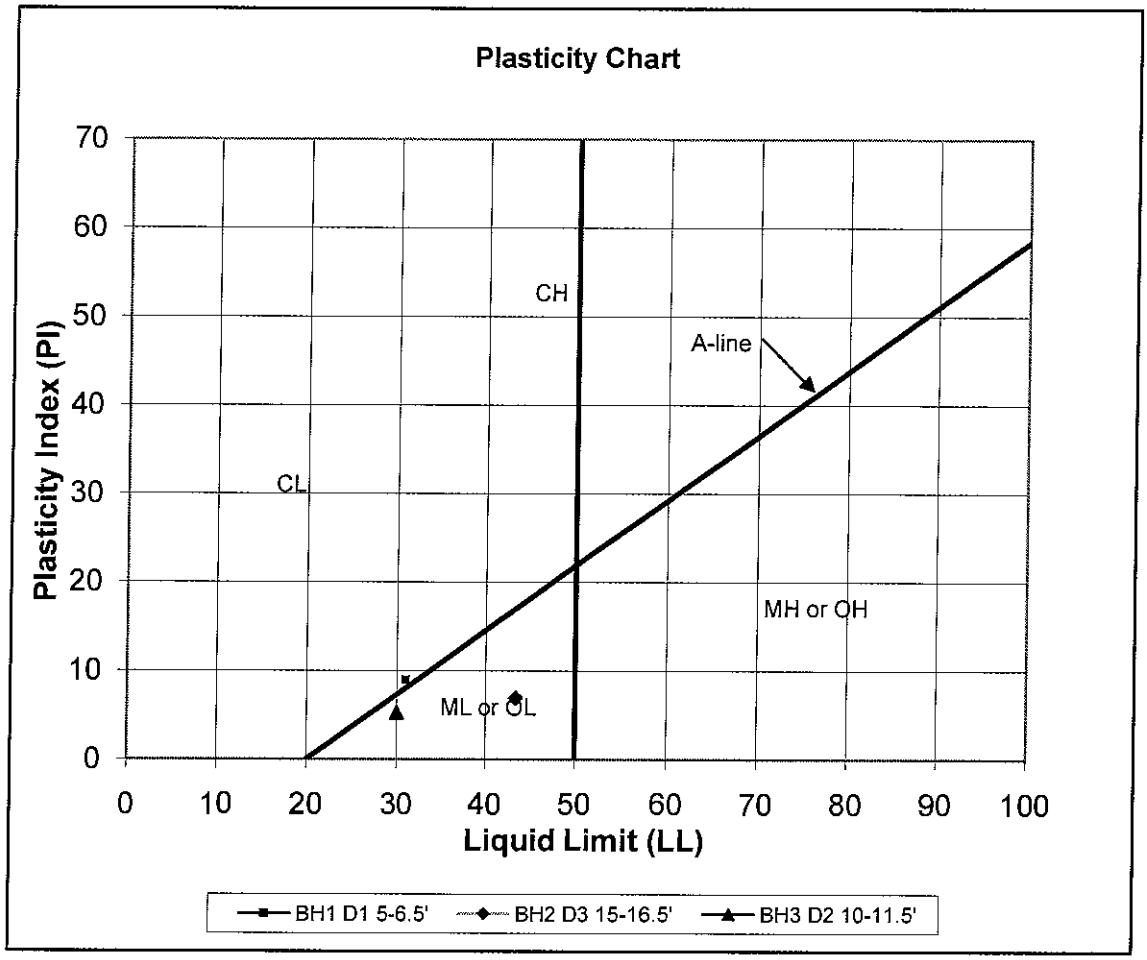

CONSOLIDATION TEST DATA
BH-4,U1,10.0-11.5'
VOID RATIO e
0.700
0.650
0.600
0.550
0.500
0.450
1.00
2.00
3.00
4.00
5.00
LOG PRESSURE
100
100
200
400
800
1600
3200
6400
12800
100
400
1600
6400
25600
Pressure - psf


TIME READING DATA
BH-4,U1,10.0-11.5',800 psf Load
Deflection in inches
0.002
0.000
-0.002
-0.004
-0.006
-0.008
-0.010
-0.012
0.0
0.1
0.3
0.5
1.0
2.0
4.0
9.0
16.0
30.0
60.0
120.0
240.0
480.0
0.00
5.00
10.00
15.00
20.00
25.00
SQUARE ROOT of TIME
Time in Minutes


TIME READING DATA
BH-4,U1,10.0-11.5',3200 psf Load
Deflection in inches
0.002
0.000
-0.002
-0.004
-0.006
-0.008
-0.010
0.0
0.1
0.3
0.5
1.0
2.0
4.0
9.0
16.0
30.0
60.0
120.0
240.0
480.0
0.00
5.00
10.00
15.00
20.00
25.00
SQUARE ROOT of TIME
Time in Minutes


TIME READING DATA
BH-4,U1,10.0-11.5',1600 psf Load
Deflection in inches
0.002
0.000
-0.002
-0.004
-0.006
-0.008
-0.010
0.0
0.1
0.3
0.5
1.0
2.0
4.0
9.0
16.0
30.0
60.0
120.0
240.0
480.0
0.00
5.00
10.00
15.00
20.00
25.00
SQUARE ROOT of TIME
Time in Minutes


TIME READING DATA
BH-4,U1,10.0-11.5',6400 psf Load
Deflection in inches
0.005
0.000
-0.005
-0.010
-0.015
-0.020
0.0
0.1
0.3
0.5
1.0
2.0
4.0
9.0
16.0
30.0
60.0
120.0
240.0
480.0
0.00
5.00
10.00
15.00
20.00
25.00
SQUARE ROOT of TIME
Time in Minutes


Plasticity Chart
Plasticity Index (PI)
70
60
50
40
30
20
10
0
0
10
20
30
40
50
60
70
80
90
100
Liquid Limit (LL)
CH
A-line
CL
MH or OH
ML or OL
BH1 D1 5-6.5'
BH2 D3 15-16.5'
BH3 D2 10-11.5'

Atterburg Limits

Project: Jorgensen - North Cache
Sample: BH-1, D1, 5'-6.5'
Date: 1/3/2008
Tested By: Dominique Schmid

Moisture Content	
Wet Sample + Tare:	484.1
Tare:	96.4
Wet Sample:	387.7
Dry Sample + Tare:	407.0
Moisture Content:	**24.8%**

Liquid Limit						
Sample	A	B	C	D	E	F
Container Label						
Tare	105.1	152.5	185.9			
Wet Weight + Tare	113.1	164.6	194.8			
Dry Weight + Tare	111.2	161.8	192.7			
# of Drops	43	15	28			
Moisture Content	31.1%	30.1%	30.9%			
Liquid Limit	33.3	28.3	31.3			

Average LL **31.0**

Plastic Limit						
Sample	A	B	C	D	E	F
Container Label						
Tare	14.8	14.9	96.1			
Wet Weight + Tare	22.6	28.5	109.5			
Dry Weight + Tare	21.1	26.2	107.1			
Moisture Content/Plastic Limit	23.8%	20.4%	21.8%			

Average PL **22.0**

Plastic Index = 9.0

Atterburg Limits

Project:	Jorgensen - North Cache
Sample:	BH-2, D3, 15'-16.5'
Date:	1/3/2008
Tested By:	Dominique Schmid

Moisture Content	
Wet Sample + Tare:	349.5
Tare:	105.1
Wet Sample:	244.4
Dry Sample + Tare:	269.8
Moisture Content:	**48.4%**

Liquid Limit						
Sample	A	B	C	D	E	F
Container Label						
Tare	101.7	101.6	99.6			
Wet Weight + Tare	108.4	106.5	110.7			
Dry Weight + Tare	106.3	105.0	107.3			
# of Drops	17	29	15			
Moisture Content	45.7%	44.1%	44.2%			
Liquid Limit	43.6	44.9	41.5			

Average LL **43.3**

Plastic Limit						
Sample	A	B	C	D	E	F
Container Label						
Tare	100.7	15	14.9			
Wet Weight + Tare	111.1	28.5	29.1			
Dry Weight + Tare	108.4	24.9	25.2			
Moisture Content/Plastic Limit	35.1%	36.4%	37.9%			

Average PL **36.4**

Plastic Index = 6.9

Atterburg Limits

Project: Jorgensen - North Cache
Sample: BH-3, D2, 10'-11.5'
Date: 1/3/2008
Tested By: Dominique Schmid

Moisture Content	
Wet Sample + Tare:	553.6
Tare:	179.8
Wet Sample:	373.8
Dry Sample + Tare:	468.0
Moisture Content:	**29.7%**

Liquid Limit						
Sample	A	B	C	D	E	F
Container Label						
Tare	185.0	14.8	14.8			
Wet Weight + Tare	191.8	21.1	25.0			
Dry Weight + Tare	190.2	19.7	22.7			
# of Drops	22	41	26			
Moisture Content	30.8%	28.6%	29.1%			
Liquid Limit	30.3	30.3	29.3			

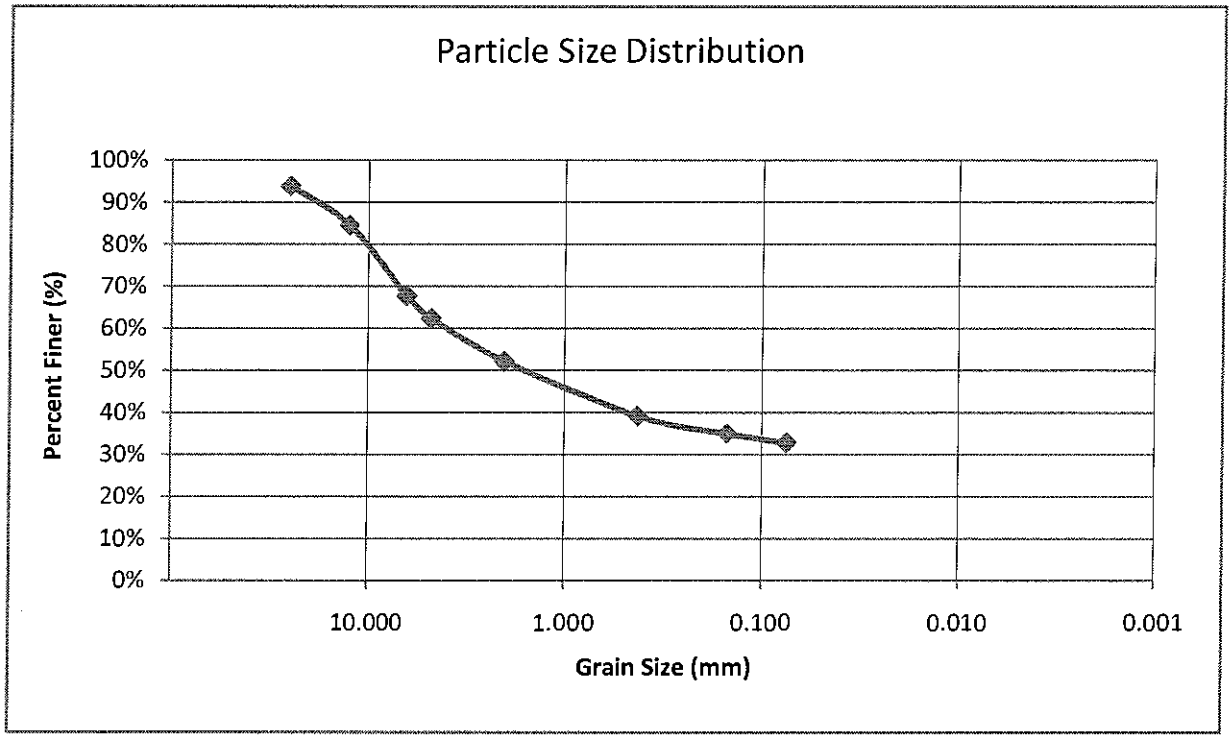
Average LL **30.0**

Plastic Limit						
Sample	A	B	C	D	E	F
Container Label						
Tare	186.4	151.1	152.1			
Wet Weight + Tare	202.7	163	169.9			
Dry Weight + Tare	199.7	160.4	166.5			
Moisture Content/Plastic Limit	22.6%	28.0%	23.6%			

Average PL **24.7**

Plastic Index = 5.3

BH3 D5 25-26.5'



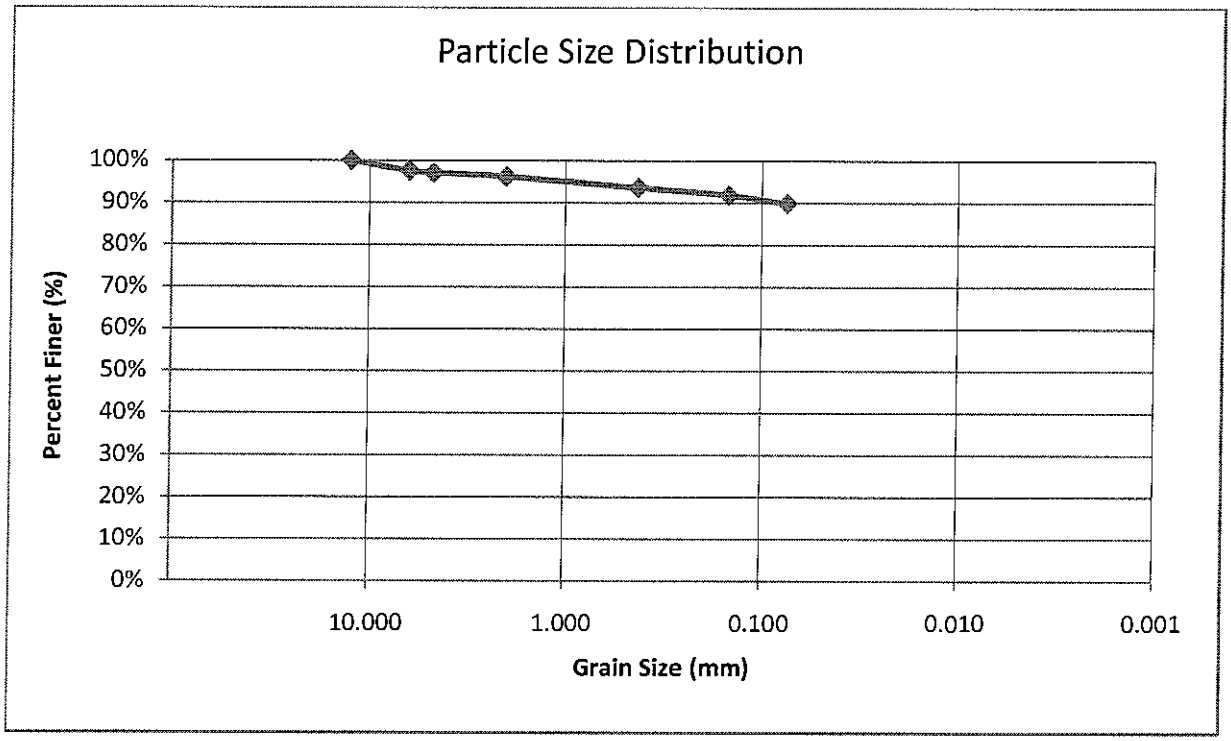
Sieve Size	Opening (mm)	Tare	Tare + Sample	Sample	% Retained	%Passing
1"	25.0	14.9	43	28.1	6.2%	93.8%
1/2"	12.50	14.9	57.3	42.4	15.5%	84.5%
1/4"	6.3	14.9	91.5	76.6	32.2%	67.8%
#4	4.75	14.9	39.5	24.6	37.6%	62.4%
#10	2.00	14.9	86.2	71.3	47.9%	52.1%
#40	0.425	14.9	74.2	59.3	60.9%	39.1%
#100	0.150	14.9	34	19.1	65.1%	34.9%
#200	0.075	14.9	24.9	10	67.2%	32.8%
Pan	-	14.9	15.2	62.6	81.0%	19.0%
			Total Sample	456.2		

200-minus	
Wet Sample + Tare(g)	430.5
Tare (g)	14.9
Dry Sample post-wash (g)	346.4
Weight 200-minus (g)	62.3

Classification	
%Gravel	47.9%
%Sand	19.4%
%Fines	32.8%

Moisture Content	
Sample + Tare	339.4
Tare	184.9
Sample Weight	154.5
Dry Weight + Tare	322.8
Moisture Content	**12.0%**

BH-1 D4 20-21.5'



Sieve Size	Opening (mm)	Tare	Tare + Sample	Sample	% Retained
1/2"	12.50	14.9	14.9	0	0.0%
1/4"	6.3	14.9	19.3	4.4	2.5%
#4	4.75	14.9	15.7	0.8	2.9%
#10	2.00	14.9	17.3	2.4	3.8%
#40	0.425	14.9	19.6	4.7	6.4%
#100	0.150	14.9	18	3.1	8.2%
#200	0.075	14.9	18.5	3.6	10.2%
Pan	-	14.9	15.7	159.8	99.6%
			Total Sample	178.8	

200-minus	
Wet Sample + Tare(g)	465.5
Tare (g)	14.9
Dry Sample post-wash (g)	34.9
Weight 200-minus (g)	159.0

Classification	
%Gravel	3.8%
%Sand	6.4%
%Fines	89.8%

Moisture Content	
Sample + Tare	520.1
Tare	186.6
Sample Weight	333.5
Dry Weight + Tare	394.4
Moisture Content	**60.5%**

The Johnson Company
ENVIRONMENTAL SCIENCE AND ENGINEERING SOLUTIONS
ph (802) 229-4600
fax (802) 229-5876
100 State Street, Suite 600
Montpelier, VT 05602
www.johnsonco.com

ATTACHMENT C

Select Borehole Logs
from
Wyoming DEQ Jackson LAUST Reports

BOREHOLE INSTALLATION DIAGRAM

Project: Jackson Subsurface Investigation CFB-0290-D
Location: Teton Texaco Site No. 21
Contractor: GeoScience & Engineering, Inc. 97105-1
Driller: Dan Hawley - Hawley Brothers Drilling
Method: 7 1/2 inch OD HSA - BK81
Sampler: 1 3/8 inch ID Split Spoon

Borehole No.: MW-021
Monitor Well No.: MW-021
Date: 6/18/97
Logged by: BC, CN
Checked by: CN
Sheet: 1 of 1

Depth	Description/Lithology	Blows/ Depth	Field Screening Method: PID (ppmv) Reading	Notes
0	6 in ASPHALT Gray clayey SILT			
5	17 in gray clayey SILT ▼ Groundwater @ 5 ft	2 2 3 3 4 - 6 ft	36.2	R = 17 in Slight petroleum staining & odor Soil sample MW-021-4-6
10	17 in brown gray clayey SILT	1 1 2 2 9 - 11 ft	17.6	R = 17 in Slight petroleum staining & odor
	Silty GRAVEL			
	Clayey SILT			
	End of boring @ 13 ft			
15				R = Recovery

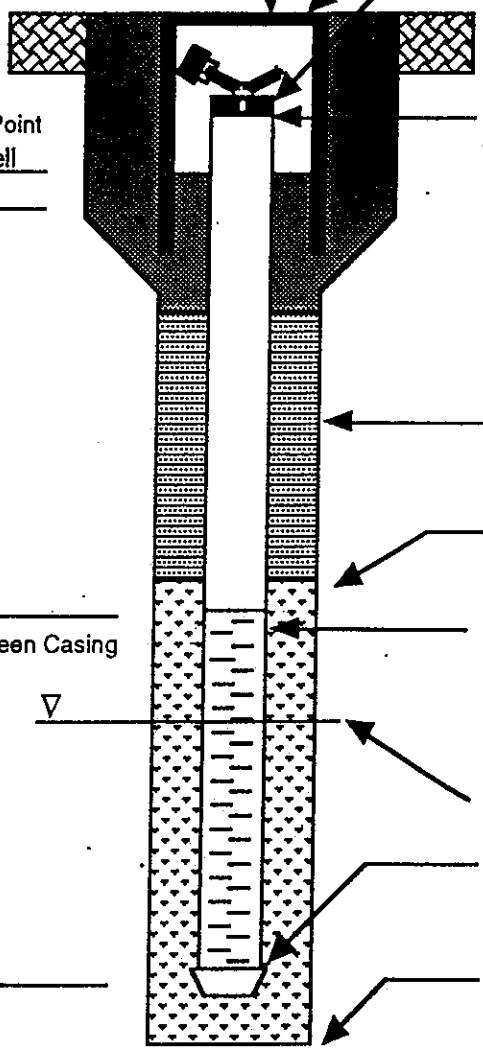
Depth to Water During Drilling: 5 ft — Date: 6/18/97
Static Water Level Depth: 3.81 ft — Date: 7/24/97
4.64 ft — Date: 9/16/97

Measured From: North side PVC well casing
Remarks:

MONITOR WELL INSTALLATION DIAGRAM

Project: Jackson Subsurface Investigation CFB-0290-D
Location: Teton Texaco Site No. 21
Contractor: GeoScience & Engineering, Inc. 97105-1
Driller: Dan Hawley - Hawley Brothers Drilling
Method: Hollow Stem Auger

Monitor Well No. MW-021
Borehole No. MW-021
Date 6/18/97
Observed by BC, CN
Checked by CN
Sheet 1 of 1



6,216.57
Top of Protective Housing Elevation (ft)

6,216.57
Ground Surface Elevation (ft)

Note Measuring Point
N. Side PVC Well Casing

3 ft
Top of Slotted Screen Casing

13 ft
Bottom of Casing

Locking Steel Protective Housing (Waterproof)
Lockable Expansion Plug
Concrete Surface Seal 0-1 ft
Top of Well Casing Elevation (ft) 6,215.98
Casing Size 2 in
Casing Type PVC Sch 40
Bentonite Seal Type Hydrated granular
Depth to Bentonite Seal 1 ft
Filter Pack Type Colorado 10-20 SSI
Depth to Filter Pack 2 ft
Screen Type PVC Sch 40
Slot Size 0.010-in
Depth to Top of Screen 3 ft
Depth to Initial Static Water Level 5 ft
Bottom Cap
Depth to Bottom Cap 13 ft
Borehole Diameter 7.5 in
Depth to Bottom of Borehole 13 ft

Surveyed by Rio Verde Engineering
Remarks

UW# 105731

BOREHOLE INSTALLATION DIAGRAM

Project Jackson Subsurface Investigation CFB-0290-D
Location Teton Texaco Site No. 21
Contractor GeoScience & Engineering, Inc. 97105-1
Driller Dan Hawley - Hawley Brothers Drilling
Method 7 1/2 inch OD HSA - BK81
Sampler 1 3/8 inch ID Split Spoon

Borehole No. MW-023
Monitor Well No. MW-023
Date 6/19/97
Logged by BC
Checked by CN
Sheet 1 of 1

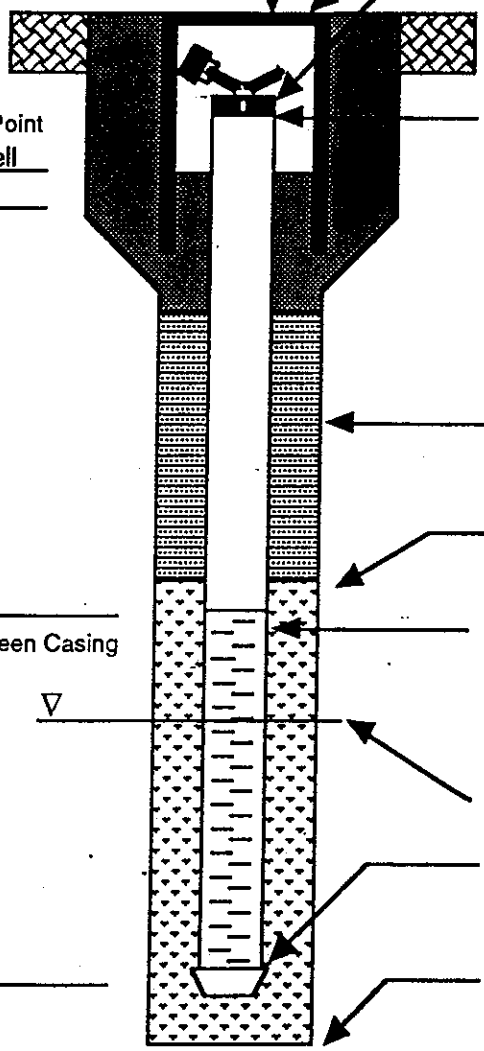
Depth	Description/Lithology	Blows/ Depth	Field Screening Method PID (ppmv) Reading	Notes
0	4 in sand & gravel FILL Black clayey SILT			
5	15 in gray brown clayey SILT ▼ Groundwater @ 5 ft	1 3 4 3 4 - 6 ft	8.0	R = 15 in Soil sample MW-023-4-6
10	19 in brown clayey SILT	1 1 0 2 9 - 11 ft	6.6	R = 19 in
	Brown clayey SILT			
15	End of boring @ 13 ft			R = Recovery

Depth to Water During Drilling 5 ft Date 6/19/97
Static Water Level Depth 3.13 ft Date 7/24/97
4.85 ft Date 9/16/97
Measured From North side PVC well casing
Remarks

MONITOR WELL INSTALLATION DIAGRAM

Project Jackson Subsurface Investigation CFB-0290-D
Location Teton Texaco Site No. 21
Contractor GeoScience & Engineering, Inc. 97105-1
Driller Dan Hawley - Hawley Brothers Drilling
Method Hollow Stem Auger

Monitor Well No. MW-023
Borehole No. MW-023
Date 6/19/97
Observed by BC
Checked by CN
Sheet 1 of 1



6,215.58
Top of Protective Housing Elevation (ft)

6,215.63
Ground Surface Elevation (ft)

Note Measuring Point
N. Side PVC Well Casing

3 ft
Top of Slotted Screen Casing

13 ft
Bottom of Casing

Locking Steel Protective Housing (Waterproof)
Lockable Expansion Plug
Concrete Surface Seal 0-1 ft
Top of Well Casing Elevation (ft) 6,215.17
Casing Size 2 in
Casing Type PVC Sch 40
Bentonite Seal Type Hydrated granular
Depth to Bentonite Seal 1 ft
Filter Pack Type Colorado 10-20 SSI
Depth to Filter Pack 2 ft
Screen Type PVC Sch 40
Slot Size 0.010-in
Depth to Top of Screen 3 ft
Depth to Initial Static Water Level 5 ft
Bottom Cap
Depth to Bottom Cap 13 ft
Borehole Diameter 7.5 in
Depth to Bottom of Borehole 13 ft

Surveyed by Rio Verde Engineering
Remarks

UW# 105733

BOREHOLE INSTALLATION DIAGRAM

Project Jackson Subsurface Investigation CFB-0290-D
Location Teton Texaco Site No. 21
Contractor GeoScience & Engineering, Inc. 97105-1
Driller Dan Hawley - Hawley Brothers Drilling
Method 7 1/2 inch OD HSA - BK81
Sampler 1 3/8 inch ID Split Spoon

Borehole No. MW-029
Monitor Well No. MW-029
Date 6/23/97
Logged by BC, CN, EB
Checked by CN
Sheet 1 of 1

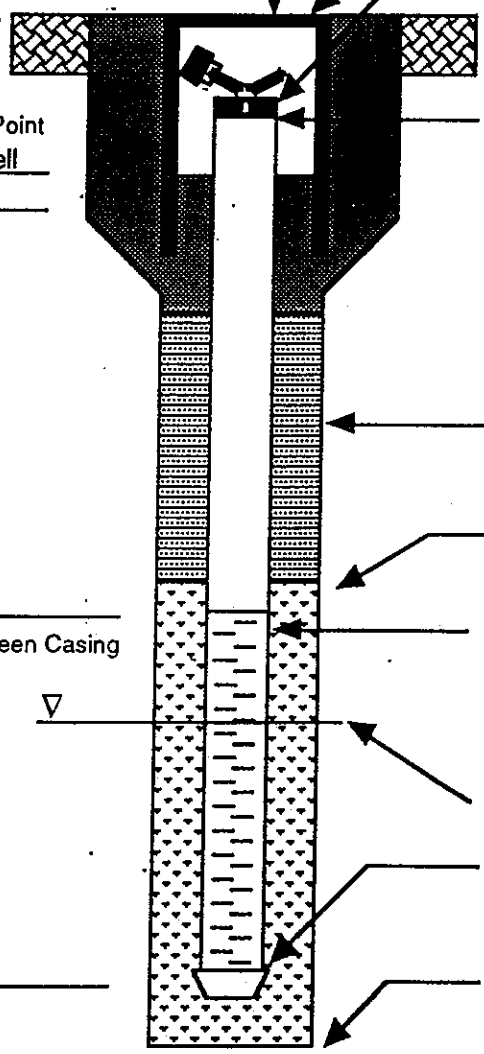
Depth	Description/Lithology	Blows/ Depth	Field Screening Method PID (ppmv) Reading	Notes
0	SOD Brown SILT			
	17 in brown SILT with some clay	2 3 4 6	6.0	R = 17 in Soil sample MW-029-3-5
	▼ Groundwater @ 5 ft	3 - 5 ft		
5	21 in brown clayey SILT	2 2 3 4	7.0	R = 21 in
		5 - 7 ft		
10				
	End of boring @ 13 ft			
15				R = Recovery

Depth to Water During Drilling 5 ft Date 6/23/97
Static Water Level Depth 5.05 on 7/24/97 and 6.17 on 9/16/97
Measured From North side PVC well casing
Remarks Located in Town of Jackson right of way N. Glenwood Street East side
Excavation Permit No. 970283

MONITOR WELL INSTALLATION DIAGRAM

Project Jackson Subsurface Investigation CFB-0290-D
Location Teton Texaco Site No. 21
Contractor GeoScience & Engineering, Inc. 97105-1
Driller Dan Hawley - Hawley Brothers Drilling
Method Hollow Stem Auger

Monitor Well No. MW-029
Borehole No. MW-029
Date 6/23/97
Observed by BC, CN, EB
Checked by CN
Sheet 1 of 1



6,214.14
Top of Protective Housing Elevation (ft)

6,214.13
Ground Surface Elevation (ft)

Note Measuring Point
N. Side PVC Well Casing

3 ft
Top of Slotted Screen Casing

13 ft
Bottom of Casing

Locking Steel Protective Housing (Waterproof)
Lockable Expansion Plug
Concrete Surface Seal 0-1 ft
Top of Well Casing Elevation (ft) 6,213.95
Casing Size 2 in
Casing Type PVC Sch 40
Bentonite Seal Type Hydrated granular
Depth to Bentonite Seal 1.0
Filter Pack Type Colorado 10-20 SSI
Depth to Filter Pack 1.5
Screen Type PVC Sch 40
Slot Size 0.010-in
Depth to Top of Screen 3 ft
Depth to Initial Static Water Level 5 ft
Bottom Cap
Depth to Bottom Cap 13 ft
Borehole Diameter 7.5 in
Depth to Bottom of Borehole 13 ft

Surveyed by Rio Verde Engineering
Remarks In Town of Jackson Right of way - Excavation Permit No. 970283

UW# 105739

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ATTACHMENT D

Wyoming DEQ Jackson LAUST Reports

10.0 CACHE CHEVRON (#1535) / TETON TEXACO (#3436)

10.1. SITE BACKGROUND

The Cache Chevron site is located at 401 North Cache Street. It is the present location of an active gas station, and has been a gas station for more than 47 years. Four USTs are currently used at the Cache Chevron site, including one 12,000-gallon gasoline tank, one 8,000-gallon gasoline tank, one 6,000-gallon gasoline tank, and one 500-gallon waste oil tank; these tanks are located on the south side of the service station in one tank basin. A groundwater recovery system operated at this site prior to 1990, and site investigations, including test borings, monitoring well installation, and sampling, were conducted at this site prior to 1990.

In 1998, five gasoline USTs (three 3,000-gallon tanks, one 6,000-gallon tank, and one 12,000-gallon tank) were removed from the tank basin where the present-day USTs currently reside. A 500-gallon waste oil UST and a 1,000-gallon heating oil UST were also removed from the west side of the service station building at that time. During the 1988 tank removal, a spill of 550 gallons of gasoline occurred when one tank was ruptured; some of the spilled fuel was reportedly recovered, and impacted soil was excavated for off-site disposal. During the fall of 1988, a release of an estimated 1,076 gallons of gasoline occurred due to an underground line leak; some of this product was reported to have been recovered.

The Teton Texaco site, located at 375 North Cache Street, was a service station that included USTs, a fuel dispenser island, and a separate fuel dispenser pump. Four USTs were removed from the site in November 1990, including two 6,000-gallon gasoline tanks, one 500-gallon waste oil tank, and one 500-gallon heating oil tank (GS&E, 1998). The locations of the former tank basins are shown in Figure 10-1. Approximately 186 tons of impacted soil were removed from the tank basins and replaced with clean fill at the time of tank removal.

ORC was injected at both the Cache Chevron and Teton Texaco sites in 2000, followed by Fenton's Reagent injections in 2003 and 2004.

10.2. TREND ANALYSIS

Benzene and TPH data were reviewed over the lifetime of the project for MW-016, MW-407, and MW-408 (Cache Chevron); and MW-TT-2, MW-021, MW-022, MW-025, and MW-300 (Teton Texaco) to evaluate contaminant trends, relationships between water levels and contaminant concentrations, and effects of remediation efforts on contamination. Charts 10-1 through 10-8, located at the end of this section, present these data with respect to WDEQ remediation standards.

Cache Chevron

Benzene and TPH concentrations at MW-016 have decreased significantly since the ORC application in June 2000. Benzene, TPH-GRO, and TPH-DRO concentrations have remained below their respective remediation standards since October 2003, and all three were non-detect in July 2011. The Mann-Kendall tests for this well indicate a decreasing trend for the benzene data set, an increasing trend for the TPH-GRO data set, and no trend for the TPH-DRO data set.

MW-407 is located approximately 60 feet down gradient from the original tank basin at the Cache Chevron site. Benzene concentrations at MW-407 have fluctuated over the lifetime of the project and were measured at their highest concentration, 510 µg/L, during the May 2007 sampling event. Benzene concentrations decreased to 56 µg/L in May 2008, then increased to 352 µg/L in September 2009, and decreased to 180 µg/L in July 2011. TPH-GRO concentrations have remained below the action level since August 2001. TPH-DRO has only been measured during the last seven sampling events, and the concentration was <0.5 mg/L during every sampling event except for a concentration of 0.59 mg/L in May 2010. The Mann-Kendall tests for this well indicate no trend for any data set.

At MW-408, benzene concentrations decreased from the ORC application in June 2000, and TPH-GRO concentrations remained low during all sampling events. Concentrations of both contaminants were below the detection limit or remediation standard from November 2002 through May 2007. This well was destroyed prior to the September 2007 sampling event and therefore has not been sampled since Round 11. The Mann-Kendall tests for this well indicated a decreasing trend for the benzene data set, whereas no trend was indicated for either of the TPH-GRO or TPH-DRO data sets.

Teton Texaco

Benzene and TPH concentrations at MW-TT-2 exceeded the remediation standards from September 2001 through October 2004, despite applications of Fenton's Reagent in September 2003 and September 2004. In May 2005, the benzene concentration was 450 µg/L, but it increased to 3,100 µg/L in October 2005. Similar fluctuations have occurred since then with benzene concentrations ranging from 549 µg/L in May 2009 to 3,660 µg/L in October 2008. The benzene concentration in July 2011 was 2,110 µg/L. TPH-GRO has fluctuated seasonally, and the concentration was 16.4 mg/L in July 2011. The TPH-DRO concentration was 2.9 mg/L in July 2011. The Mann-Kendall tests for this well indicate no trend for any data set.

Benzene concentrations at MW-021 have steadily decreased since the ORC application in June 2000. Following the Fenton's Reagent applications in September 2003 and September 2004, benzene concentrations decreased from 180 µg/L in October 2004 to 6.8 µg/L in July 2011. TPH-GRO and TPH-DRO concentrations have remained below their respective action levels since the ORC application in

2000. The Mann-Kendall tests for this well indicate a decreasing trend for the benzene, whereas no trend is indicated for the either of the TPH-GRO or TPH-DRO data sets. These data suggest that the plume is shrinking in this area.

Benzene concentrations at MW-022 fluctuated seasonally around 4,000 µg/L until the Fenton's Reagent application in September 2004, when the well was damaged due to the high temperatures of the application. The well was replaced in spring 2005 (MW-022A). Since then, benzene, TPH-GRO, and TPH-DRO concentrations decreased (lowest concentration of benzene was 154 µg/L in October 2010) until July 2011, when benzene, TPH-GRO, and TPH-DRO were detected at 1,550 µg/L, 10.2 mg/L, and 3.8 mg/L, respectively. The significant decrease in concentrations at MW-022A (an order of magnitude lower) that occurred between May 2004 and May 2005 suggests that the new well is not close enough to the original well to be considered a replacement well. Therefore, only the data collected from well MW-022A, after the Fenton's Application in 2004, is evaluated for trends. The Mann-Kendall tests for this well indicate no trend for any data set.

Benzene concentrations at MW-025 have generally fluctuated inversely with groundwater elevations since sampling began. Both fall and spring benzene concentrations have decreased since September 2004, when the most recent application of Fenton's Reagent occurred (Chart 10-7). However, the benzene concentration at this well increased from 253 µg/L in May 2009 to 1,550 µg/L in October 2010, but has since decreased to 362 µg/L in July 2011. TPH-GRO and TPH-DRO concentrations initially decreased after the 2004 Fenton's Reagent application, but remained at or above their respective action levels until July 2011, when the concentrations were 7.05 mg/L and 0.93 mg/L, respectively. The Mann-Kendall tests for this well indicate a decreasing trend for the benzene, whereas no trend is indicated for the either of the TPH-GRO or TPH-DRO data sets.

Benzene concentrations at MW-300 decreased from August 2001 until September 2007, with benzene concentrations below the action level of 5 µg/L from October 2005 to September 2007. Benzene concentrations have since rebounded, with a concentration of 984 µg/L in July 2011. TPH-GRO and TPH-DRO concentrations have remained below their respective action levels since August 2001 and May 2002, respectively. The Mann-Kendall tests for this well indicate no trend for any data set.

10.3. PLANNNED ACTIONS

10.3.1. Remedial Activities

The Teton Texaco site is expected to undergo construction within the next two years. In a memorandum entitled "Excavation Evaluation for Jackson Remediation Project – Teton Texaco Site," submitted to WDEQ on May 15, 2008 (URS, 2008d), URS recommended evaluating additional remedial alternatives for the Teton Texaco site and implementing the selected alternative prior to construction of a new building

on site. Contaminant concentrations significantly exceed WDEQ remediation standards and will prevent the site from proceeding to closure in a reasonable timeframe without implementation of additional remediation. As of January 2011, the site owner was considering options for removing contaminated soil from the site prior to constructing a new building, and WDEQ provided URS' updated cost estimate for the targeted excavation to the site owner. URS continues to recommend an excavation to remove contaminated soils from the Teton Texaco site.

URS recommends evaluating remedial alternatives to address the residual groundwater contamination at the Cache Chevron site. An existing tank basin and active service station at the site limit the feasible options for remediating the site, but contaminant concentrations in the area of MW-407 exceed WDEQ restoration standards and appear to be relatively stable, which will prevent the site from proceeding to closure in a reasonable timeframe without implementation of additional remediation.

10.3.2. Expansion of Monitoring Network Using Existing Monitoring Wells

Because of the rebound in benzene concentrations at MW-300 and MW-407, the plume is not bounded in the northwest direction with the current monitoring wells being sampled. URS recommends sampling MW-029, MW-030, MW-034, and MW-152 during the July 2012 groundwater sampling event.

10.3.3. Vapor Intrusion Assessment

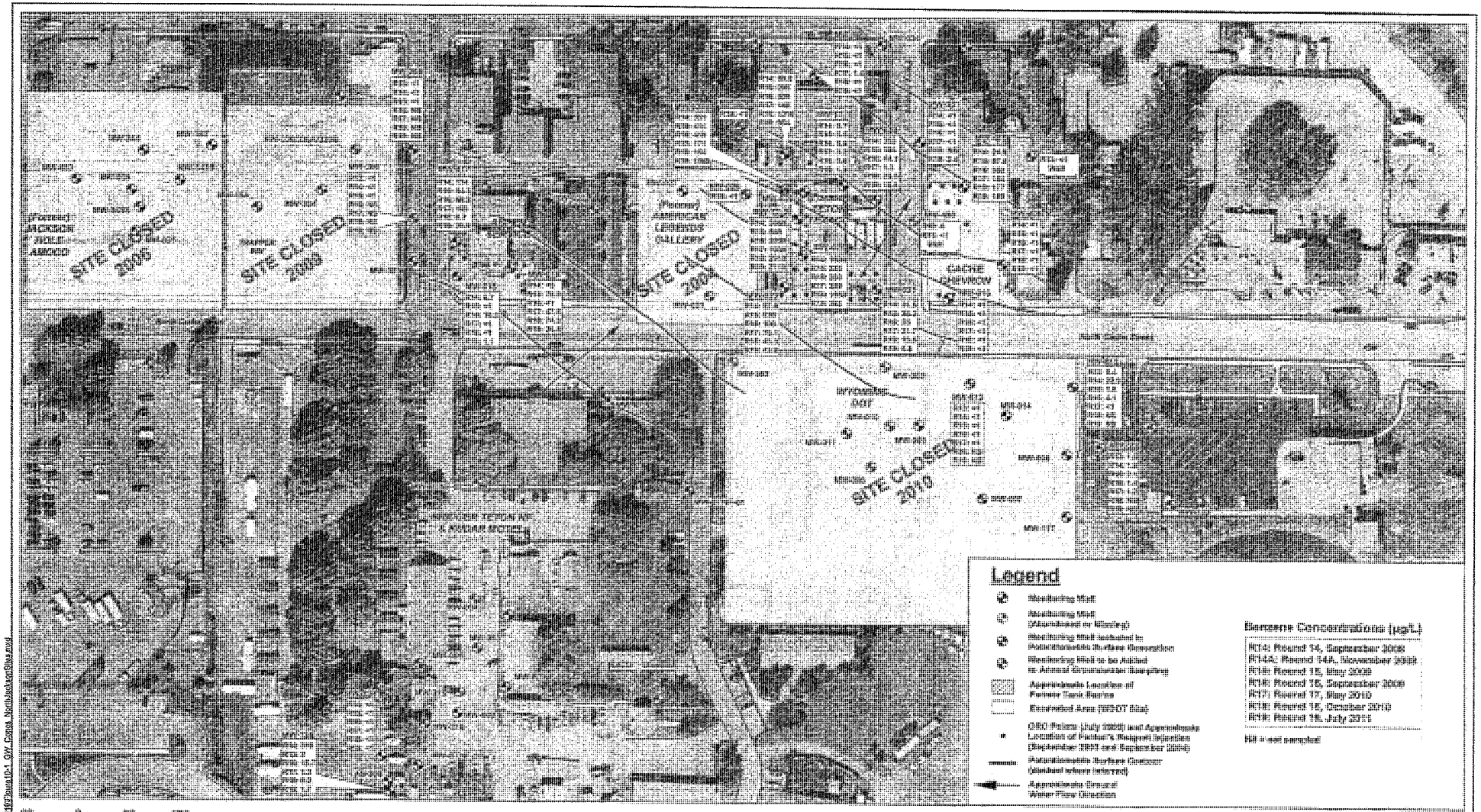
Since the benzene plume appears to extend beneath the building west of the Teton Texaco site, and because of the shallow groundwater at this site, vapor intrusion to the building is a concern. To evaluate the potential for vapor intrusion impacts, URS recommends the following steps:

- interviewing employees to determine if vapors have been detected
- measuring vapor concentrations in utility vaults
- evaluating the potential for vapors to affect human health using Interstate Technology & Regulatory Council (ITRC) Vapor Intrusion Guide, 2007, and United States Environmental Protection Agency (USEPA) Office of Solid Waste and Emergency Response (OSWER) Draft Guidance for Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils, 2002.

Depending on the findings of this evaluation, near-slab or sub-slab soil gas monitoring may be recommended.

10.3.4. Continued Monitoring

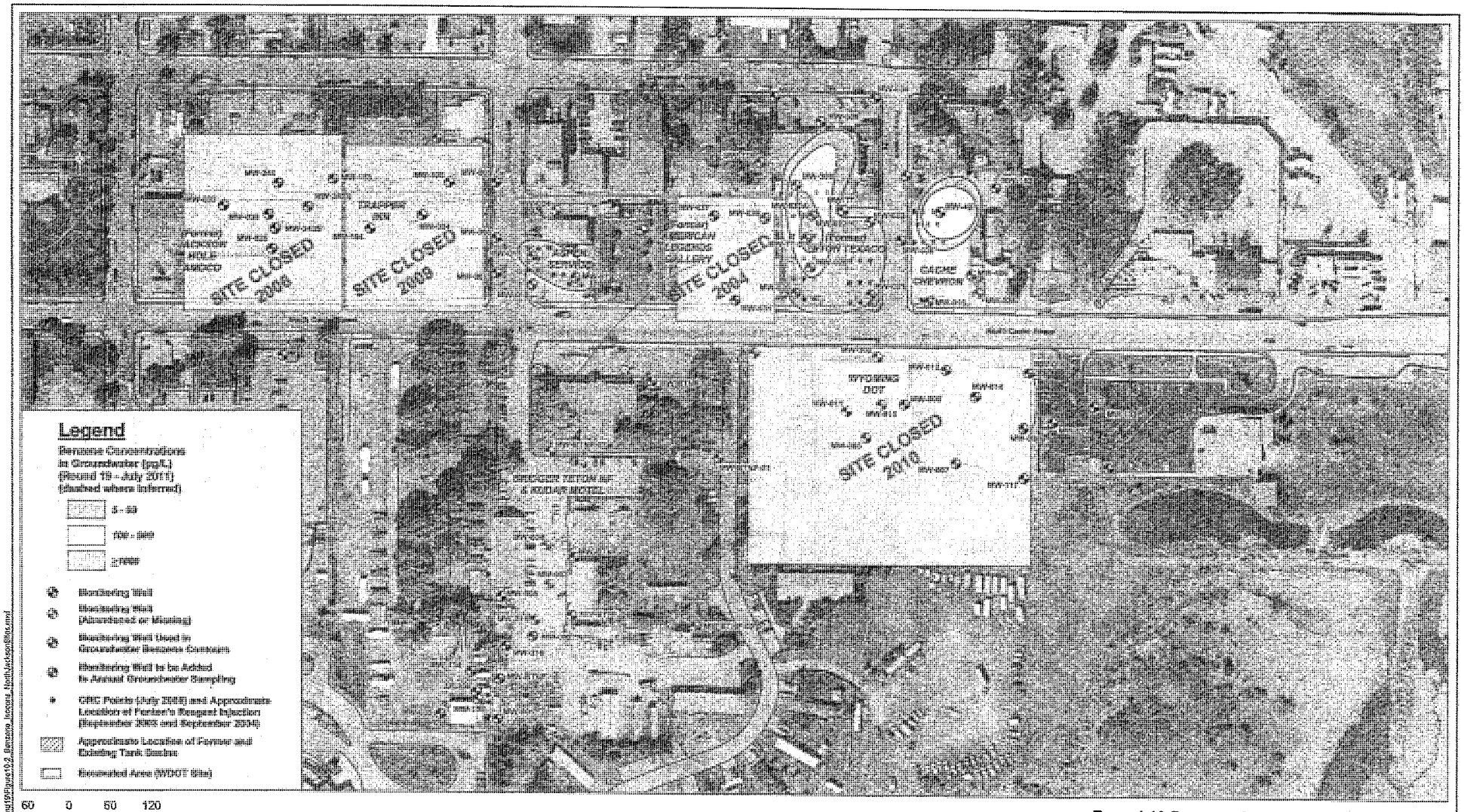
Groundwater sampling for methyl tert-butyl ether, benzene, toluene, ethylbenzene, xylene, naphthalene (MBTEXN), TPH-GRO, and TPH-DRO, has taken place at the site on a semiannual basis since 2000. As of 2011, sampling was reduced to an annual basis. Groundwater sampling will continue to be conducted on an annual basis in late summer or early fall, to coincide with higher seasonal water levels and higher benzene concentrations (on average).



Historic Benzene Concentrations and Round 19 Potentiometric Surface
North Jackson Sites
Jackson Remediation Project
Jackson, WY

Figure 10-1

URS



Round 19 Benzene Isoconcentration Contours
North Jackson Sites
Jackson Remediation Project
Jackson, WY

Figure 10-2

URS

G:\Projects\Wyoming\DEQ\Jackson\2011\Round19\Figure10-2_Benzene_Isocons_NorthJacksonSites.mxd

URS

December 7, 2012

Shawn O'Malley, P.E.
Town of Jackson Engineer
P.O. Box 1687
Jackson, WY 83001

Re: Soil Investigation Results
Former Teton Texaco Site, WDEQ STP Site #3436

Dear Mr. O'Malley:

In a letter to the Town of Jackson dated November 27, 2012, URS described the plan to address potential soil and groundwater contamination at the former WDEQ Teton Texaco site, where redevelopment plans include construction of Hotel Adelaide. The first step in our plan was conducting a soil investigation at this site to delineate the horizontal and vertical extent of the soil contamination this site. This letter provides the results of this investigation, which was conducted last week from November 27 through 30, 2012.

The soil investigation consisted of advancing 21 soil borings at the property and collecting two soil samples from each boring, for a total of 42 soil samples. A map showing the analytical results of the samples collected during the investigation and the estimated extent of soil contamination is attached. The map shows the area where concentrations of total petroleum hydrocarbon – gasoline range organics (TPH-GRO) in soil exceed the WDEQ remediation standard of 28 mg/kg. Based on the sample results shown in the attached map, URS estimates that soil is contaminated in an area of approximately 13,800 ft^2 and is limited to the interval between 3 and 10 feet below ground surface. URS, therefore, estimates that approximately 3,600 cubic yards of contaminated soil are present at the site and will be excavated during construction of the hotel. URS is currently working with a local contractor to develop a cost estimate for removal of contaminated soil. This information will be used to estimate how much of this soil removal can be accomplished using WDEQ's funds ($100,000).

Our plan for addressing soil and groundwater contamination issues will also include a preliminary design for treating contaminated groundwater that is extracted during dewatering. However, to evaluate feasible treatment options, URS needs an estimate of the volume of groundwater that will be extracted during dewatering. We understand that the structural engineer for the hotel is currently preparing the dewatering volume calculations and we will prepare this portion of the plan as soon as this information is available.

URS Corporation
756 East Winchester Street
Suite 400
Salt Lake City, Utah 84107
Tel: 801.904.4000
Fax: 801.904.4100
www.urscorp.com

We will follow up with you next week in preparation for the December 17, 2012 City Council meeting.

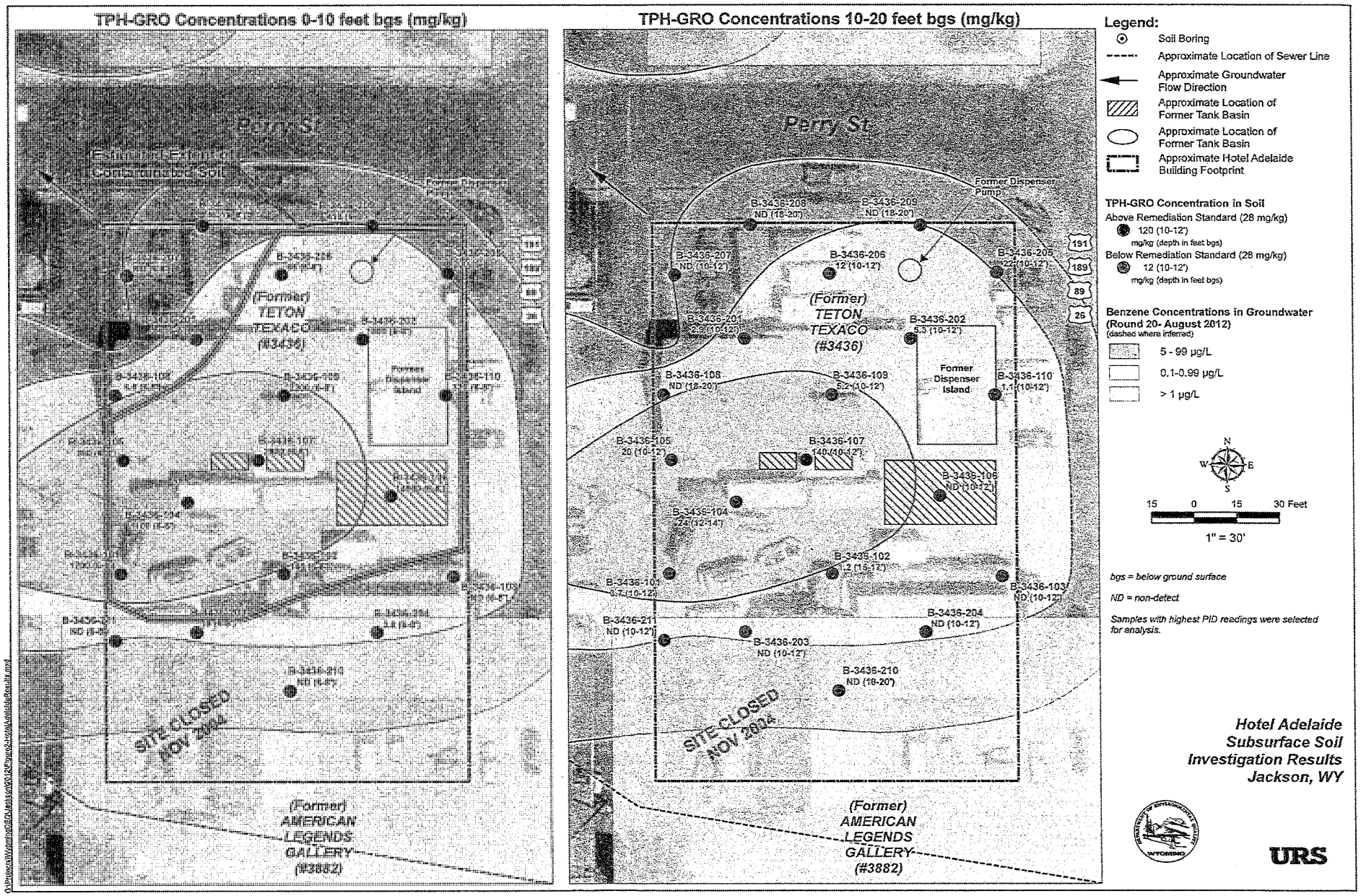
Sincerely,

URS CORPORATION

Cara Lindsley

Cara Lindsley, P.E.
Senior Environmental Engineer

Cc: Shawn Hill, Town of Jackson
Sterling Roberts, P.E., WDEQ Storage Tank Program
Warner Stone, North Cache Investments, LLC


TPH-GRO Concentrations 0-10 feet bgs (mg/kg)
TPH-GRO Concentrations 10-20 feet bgs (mg/kg)
Perry St
(Former) TETON TEXACO (#3436)
(Former) AMERICAN LEGENDS GALLERY (#3882)
SITE CLOSED NOV 2004
Former Dispenser Island
Former Dispenser Pump
B-3436-201 2.9 (10-12')
B-3436-202 6.3 (10-12')
B-3436-203 ND (10-12')
B-3436-204 ND (10-12')
B-3436-205 22 (10-12')
B-3436-206 12 (10-12')
B-3436-207 ND (10-12')
B-3436-208 ND (18-20')
B-3436-209 ND (18-20')
B-3436-210 ND (18-20')
B-3436-211 ND (10-12')
B-3436-101 3.7 (10-12')
B-3436-102 2 (10-12')
B-3436-103 ND (10-12')
B-3436-104 24 (12-14')
B-3436-105 20 (10-12')
B-3436-106 ND (10-12')
B-3436-107 140 (10-12')
B-3436-108 ND (18-20')
B-3436-109 8.2 (10-12')
B-3436-110 1.1 (10-12')
191
189
89
26
Legend:
Soil Boring
Approximate Location of Sewer Line
Approximate Groundwater Flow Direction
Approximate Location of Former Tank Basin
Approximate Location of Former Tank Basin
Approximate Hotel Adelaide Building Footprint
TPH-GRO Concentration in Soil
Above Remediation Standard (28 mg/kg)
120 (10-12')
mg/kg (depth in feet bgs)
Below Remediation Standard (28 mg/kg)
12 (10-12')
mg/kg (depth in feet bgs)
Benzene Concentrations in Groundwater (Round 20- August 2012)
(dashed where inferred)
5 - 99 µg/L
0.1-0.99 µg/L
> 1 µg/L
N
W
E
S
15 0 15 30 Feet
1" = 30'
bgs = below ground surface
ND = non-detect
Samples with highest PID readings were selected for analysis.
Hotel Adelaide
Subsurface Soil
Investigation Results
Jackson, WY
URS

9.0 CACHE CHEVRON (#1535) / TETON TEXACO (#3436)

9.1. SITE BACKGROUND

The Cache Chevron site is located at 401 North Cache Street, Jackson, Wyoming. It is the present location of an active gas station, and has been a gas station for more than 47 years. Four USTs are currently used at the Cache Chevron site, including one 12,000-gallon gasoline tank, one 8,000-gallon gasoline tank, one 6,000-gallon gasoline tank, and one 500-gallon waste oil tank; these tanks are located on the south side of the service station in one tank basin. A groundwater recovery system operated at this site prior to 1990, and site investigations, including test borings, monitoring well installation, and sampling, were conducted at this site prior to 1990.

In 1988, five gasoline USTs (three 3,000-gallon tanks, one 6,000-gallon tank, and one 12,000-gallon tank) were removed from the tank basin where the present-day USTs currently reside. A 500-gallon waste oil UST and a 1,000-gallon heating oil UST were also removed from the west side of the service station building at that time. During the 1988 tank removal, a spill of 550 gallons of gasoline occurred when one tank was ruptured; some of the spilled fuel was reportedly recovered, and impacted soil was excavated for off-site disposal. During the fall of 1988, a release of an estimated 1,076 gallons of gasoline occurred due to an underground line leak; some of this product was reported to have been recovered.

The Teton Texaco site, located at 375 North Cache Street in Jackson, Wyoming was a service station that included USTs, a fuel dispenser island, and a separate fuel dispenser pump. Four USTs were removed from the site in November 1990, including two 6,000-gallon gasoline tanks, one 500-gallon waste oil tank, and one 500-gallon heating oil tank (GS&E, 1998). The locations of the former tank basins are shown in Figure 9-1. Approximately 186 tons of impacted soil were removed from the tank basins and replaced with clean fill at the time of tank removal.

ORC was injected at both the Cache Chevron and Teton Texaco sites in 2000, followed by Fenton's Reagent injections in 2003 and 2004.

As of November 2014, construction of a new hotel that was planned at the Teton Texaco site has been delayed due to property foreclosure in early 2013. Additional information about potential future construction and remediation is discussed in Section 9.3.1.

9.2. TREND ANALYSIS

Benzene and TPH data were reviewed over the lifetime of the project for MW-016 and MW-407 (Cache Chevron); and MW-TT-2, MW-021, MW-022/MW-022A, MW-025, and MW-300 (Teton Texaco) to evaluate contaminant trends, relationships between water levels and contaminant concentrations, and

effects of remediation efforts on contamination. Charts 9-1 through 9-7, located at the end of this section, present these data with respect to WDEQ remediation standards.

Cache Chevron

Benzene and TPH concentrations at MW-016 have decreased significantly since the ORC application in June 2000. Benzene, TPH-GRO, and TPH-DRO concentrations have remained below their respective remediation standards since October 2003. In August 2014 benzene TPH-GRO, and TPH-DRO were not detected. The Mann-Kendall tests for this well indicate an increasing trend for the TPH-GRO data set, and no trend for the benzene and TPH-DRO data sets.

MW-407 is located approximately 60 feet down gradient from the original tank basin at the Cache Chevron site. Benzene concentrations at MW-407 have fluctuated over the lifetime of the project, with concentrations ranging from <5 µg/L (August 2001) to 510 µg/L (May 2007). The benzene concentration was 129 µg/L in August 2014. TPH-GRO concentrations have remained below the action level since August 2001. TPH-DRO has only been measured during the last ten sampling events, and the concentration was <0.5 mg/L during every sampling event except for a concentration of 0.59 mg/L in May 2010, and 0.68 mg/L in August 2014. The Mann-Kendall tests for this well indicate no trend for any data set.

Teton Texaco

Benzene and TPH concentrations at MW-TT-2 exceeded the remediation standards from September 2001 through October 2004, despite applications of Fenton's Reagent in September 2003 and September 2004. In May 2005, the benzene concentration was 450 µg/L, but it increased to 3,100 µg/L in October 2005. Similar fluctuations have occurred since then with benzene concentrations ranging from 549 µg/L in May 2009 to 3,660 µg/L in October 2008. The benzene concentration in August 2012 was 2,880 µg/L. TPH-GRO has fluctuated seasonally, and the concentration was 20.6 mg/L in August 2012. The TPH-DRO concentration was 2.3 mg/L in August 2012. As of August 2012, the Mann-Kendall tests for this well indicated no trend for any data set. In November 2012, well MW-TT-2 was destroyed during demolition of the building on site (see Section 9.3.1).

Benzene concentrations at MW-021 steadily decreased since the ORC application in June 2000, until August 2013 when concentrations began to increase slightly. Following the Fenton's Reagent applications in September 2003 and September 2004, benzene concentrations decreased from 180 µg/L in October 2004 to 6.8 µg/L in July 2011, then increased to 72.1 µg/L in August 2014. TPH-GRO concentrations have remained below the action level since the ORC application in 2000. TPH-DRO concentrations have remained below the action level of 1.1 mg/L since 2000, but increased to slightly above the action level in August 2014, with a concentration of 1.4 mg/L. The Mann-Kendall tests for this

well indicate a decreasing trend for the benzene, whereas no trend is indicated for the either of the TPH-GRO or TPH-DRO data sets.

Benzene concentrations at MW-022 fluctuated seasonally around 4,000 µg/L until the Fenton's Reagent application in September 2004, when the well was damaged due to the high temperatures of the application. The well was replaced in Spring 2005, and renamed MW-022A. Since then, benzene, TPH-GRO, and TPH-DRO concentrations decreased (lowest concentration of benzene was 154 µg/L in October 2010) until the most recent two sampling rounds (July 2011 and August 2012). The concentrations in August 2012 of benzene, TPH-GRO, and TPH-DRO were 1,590 µg/L, 10.8 mg/L, and 3.7 mg/L, respectively. In November 2012, well MW-022A was destroyed during demolition of the building on site (see Section 9.3.1). The significant decrease in concentrations at MW-022A (an order of magnitude lower than well MW-022) that occurred between May 2004 and May 2005 suggests that the new well is not close enough to the original well to be considered a replacement well. Therefore, only the data collected from well MW-022A, after the Fenton's Application in 2004, were evaluated for trends. As of August 2012, the Mann-Kendall tests for this well indicated a decreasing trend for the benzene data set, whereas no trend was indicated for either of the TPH-GRO or TPH-DRO data sets.

Benzene concentrations at MW-025 have generally fluctuated inversely with groundwater elevations since sampling began. Both fall and spring benzene concentrations have decreased since September 2004, when the most recent application of Fenton's Reagent occurred. However, the benzene concentration at this well increased from 253 µg/L in May 2009 to 1,550 µg/L in October 2010, to 2,910 µg/L in August 2013. In August 2014, the benzene concentration decreased to 84.4 µg/L. TPH-GRO and TPH-DRO concentrations initially decreased after the 2004 Fenton's Reagent application, but remained at or above their respective action levels until August 2014, when both concentrations were not detected (<0.5 mg/L for TPH-GRO and TPH-DRO). The Mann-Kendall tests for this well indicate a decreasing trend for the benzene data set, whereas no trends are indicated for the TPH-GRO and TPH-DRO data sets.

Benzene concentrations at MW-300 decreased from August 2001 until September 2007, with benzene concentrations below the action level of 5 µg/L from October 2005 to September 2007. Benzene concentrations have since rebounded, with a concentration of 1,320 µg/L in August 2014. TPH-GRO concentrations have remained below the action level since August 2001. TPH-DRO had remained below the action level since May 2002, until the two most recent sampling rounds (August 2013 and August 2014) when the concentrations were slightly above the action level at 1.6 and 1.5 mg/L, respectively. The Mann-Kendall tests for this well indicate an increasing trend for the TPH-GRO data set, whereas no trend is indicated for either the benzene or TPH-DRO data sets.

9.2.1 Additional Wells of Interest

At the Teton Texaco site, well MW-023 is located near the eastern edge of the former Teton Texaco property. Benzene concentrations have exceeded the WDEQ remediation standard at MW-023 since May 2002, except for Round 17 (May 2010). The benzene concentration at MW-023 in August 2014 was 23.2 µg/L. Well MW-026 is located near the southern edge of the former Teton Texaco property and was added back into the sampling list in 2011. Benzene was not detected at MW-026 in July 2011, but was detected at a concentration of 12.9 µg/L in August 2012, then decreased to 3.6 µg/L in August 2013. In late 2013 or early 2014, MW-026 was destroyed.

9.3. PLANNNED ACTIONS

9.3.1. Remedial Activities

Remedial efforts at the site since 2000 have included several injections of various agents intended to promote biodegradation and physically destroy subsurface contaminants. Although these efforts have reduced contaminant concentrations in groundwater, remediation goals have not been met. As discussed in Section 11 of this report, estimates of the rate of groundwater remediation at the former Teton Texaco site suggest that groundwater will not clean up in a reasonable timeframe unless contaminated soils, which act as a continuing source of contamination, are removed from the site.

After learning that the former Teton Texaco site was being considered for redevelopment, URS submitted to WDEQ a memorandum entitled "Excavation Evaluation for Jackson Remediation Project – Teton Texaco Site," on May 15, 2008 (URS, 2008d), which recommended excavating contaminated soils following site demolition. In late 2012, plans to redevelop the former Teton Texaco site as a new hotel were formalized. Preliminary construction activities, conducted in November 2012, included demolishing the buildings on site in preparation for hotel construction.

Because much of the soil and groundwater contamination at the Teton Texaco site was estimated to be located under the existing former service station building, WDEQ believed the site demolition presented a unique opportunity to reach the previously inaccessible area of contamination and allocated $100,000 for a soil removal. Moreover, the hotel that was planned for the site was proposed to include two levels of below-ground parking, so construction would require removal of nearly all of the contaminated soil. If the excavation and hotel construction were timed correctly, backfilling and compacting the excavation would not be required and the amount of contaminated soil removed for WDEQ's $100,000 budget could be maximized. The contaminated soil removal was tentatively planned to be funded partially by WDEQ, and partially by the developers of the new hotel. Following a URS soil investigation at the site in November 2012, the volume of contaminated soil was estimated to be approximately 4,000 cubic yards (approximately 6,000 tons).

Hotel development plans were delayed following property foreclosure in early 2013. In late 2013, to determine remediation options that could be accomplished within WDEQ's allotted budget of $100,000, URS issued a Request for Bid to construction contractors for contaminated soil removal and disposal. Bidders were instructed to determine the amount of contaminated soil that could be removed from the site and properly disposed of, without exceeding the $100,000 budget. Because the excavation would not coincide with hotel construction, backfilling and compaction would be required in this scenario. Three bids were received, indicating that between 500 and 750 tons of contaminated soil, approximately 10% of the estimated quantity of contaminated soil at the site, could be removed for $100,000. WDEQ chose not to implement the soil removal because it was not considered a cost effective remedial alternative for the site. Removing 10% of the contaminated soil (the quantity of soil that could be removed for the allotted dollar amount) was not anticipated to reduce groundwater contamination, and it is likely that the clean backfill placed in the excavation would quickly become recontaminated by the high concentrations of groundwater contamination in the adjacent areas.

Based on the available options for disposing of petroleum contaminated soil, excavation/disposal is not currently an economically viable alternative for the former Teton Texaco site. However, WDEQ will continue to evaluate innovative remedial alternatives that minimize the distance soil must be transported for disposal, or that can quickly treat the excavated soil so that it can be placed back in the excavation.

At the Cache Chevron site, URS recommends evaluating remedial alternatives to address the residual groundwater contamination. An existing tank basin and active service station at the site limit the feasible options for remediating the site, but contaminant concentrations in the area of MW-407 exceed WDEQ restoration standards and appear to be relatively stable, which will prevent the site from proceeding to closure in a reasonable timeframe without implementation of additional remediation.

9.3.2. Expansion of Monitoring Network Using Existing Monitoring Wells

Because of high benzene concentrations at MW-300, MW-025, and MW-407, URS recommends continued sampling of downgradient monitoring wells MW-029, MW-034, and MW-152 during subsequent groundwater sampling events to monitor the northwestern edge of the plumes.

9.3.3 Monitoring Well Installation

URS recommends replacing monitoring wells MW-TT-2 and MW-022A. These wells were located in the most contaminated portion of the site prior to their destruction in November 2012, and are essential for continued monitoring of contaminant concentrations in groundwater.

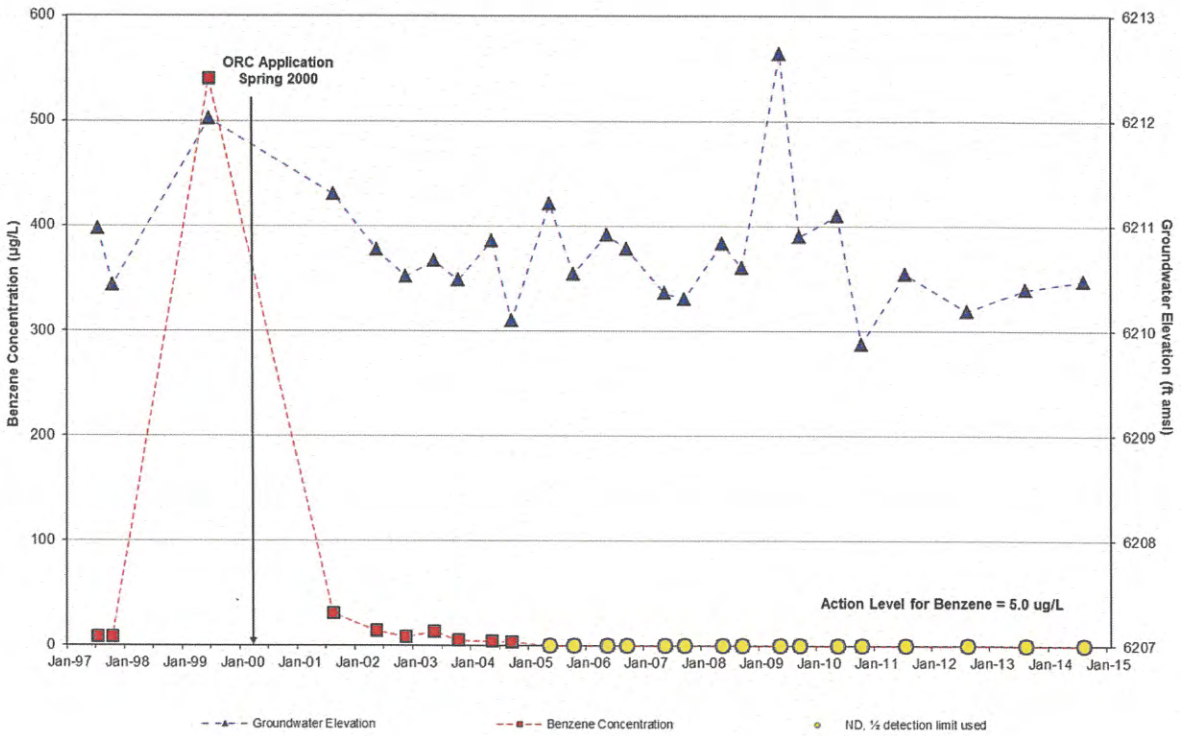
9.3.4 Vapor Intrusion Assessment

If construction of a new hotel at the site resumes, URS will evaluate the potential for vapor intrusion both at the hotel (Teton Texaco site) and at the property to the west of the Teton Texaco site. If the potential for vapor intrusion is confirmed URS will evaluate mitigation alternatives.

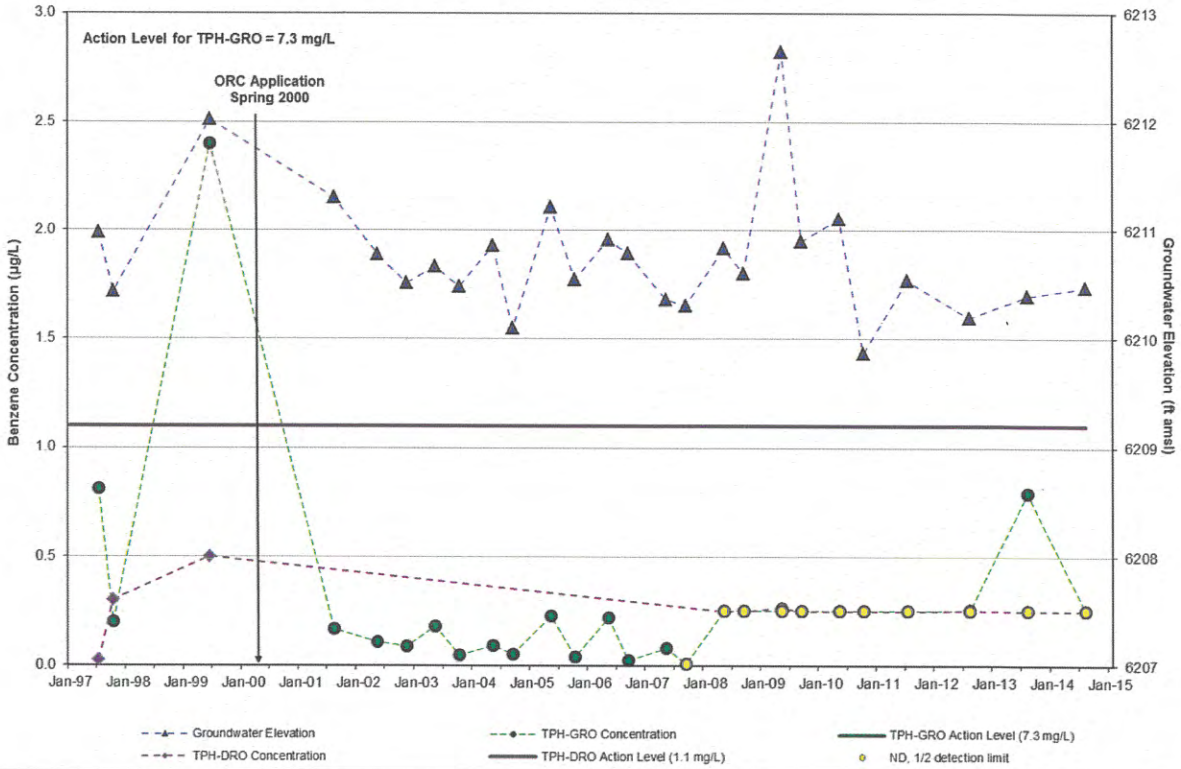
9.3.5 Continued Monitoring

Groundwater monitoring will continue at this site until WDEQ remediation standards are met. Groundwater sampling for MBTEXN, TPH-GRO, and TPH-DRO was conducted at the site on a semiannual basis from 2000 until 2011, when sampling was reduced to an annual basis. Groundwater sampling will continue to be conducted on an annual basis in late summer or early fall, to coincide with higher seasonal water levels and higher benzene concentrations (on average).

MW-016 Benzene Concentrations and Groundwater Elevations

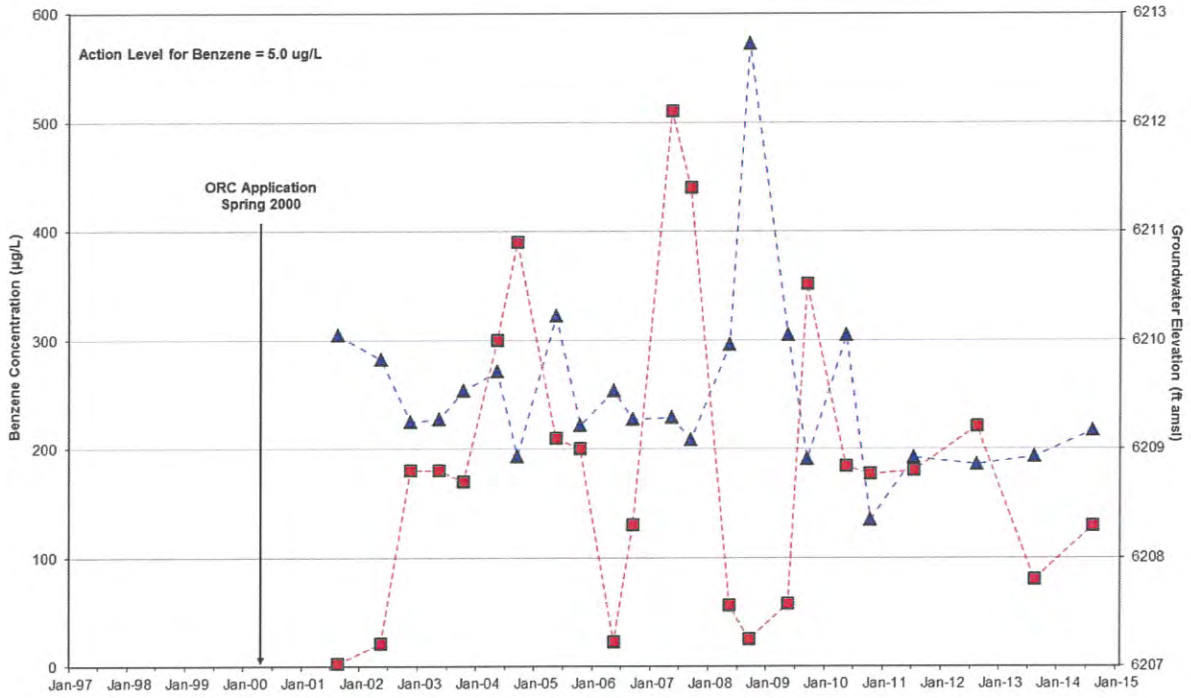


MW-016 TPH Concentrations and Groundwater Elevations

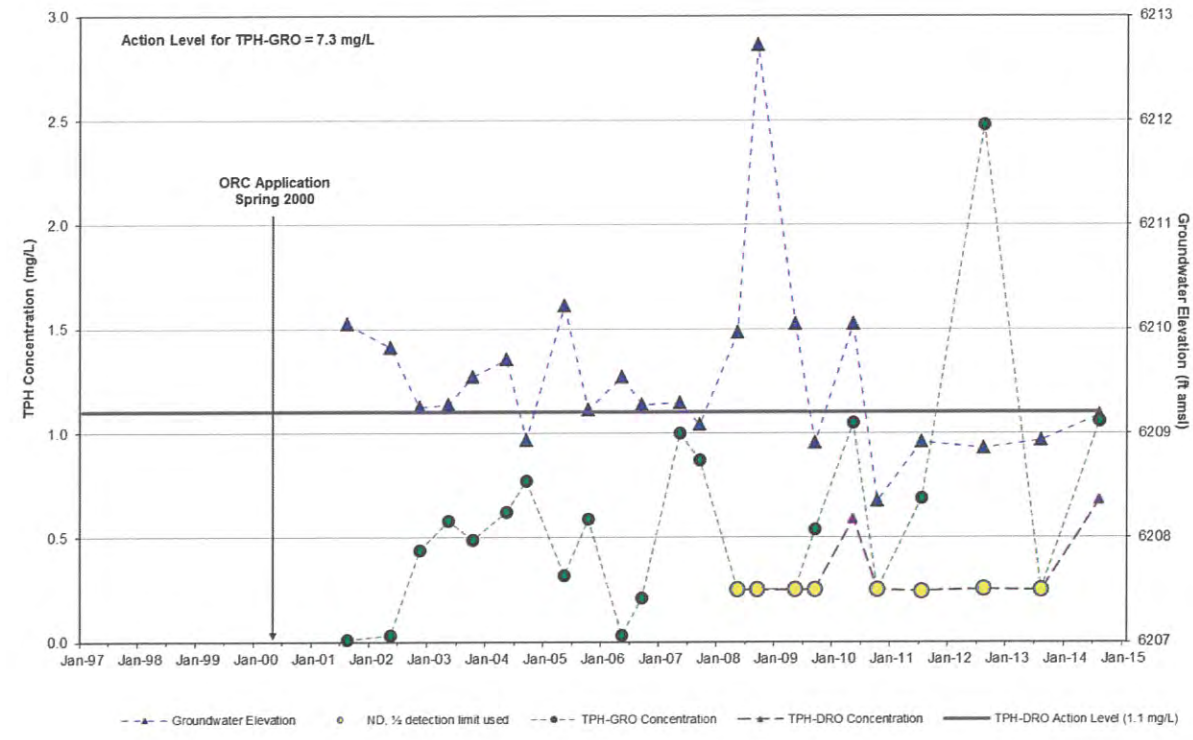


Jackson LAUST Jackson, WY	**Trend Analysis for MW-016 Cache Chevron Site, 1997-2014**	**Chart 9-1** URS

MW-407 Benzene Concentrations and Groundwater Elevations



MW-407 TPH Concentrations and Groundwater Elevations



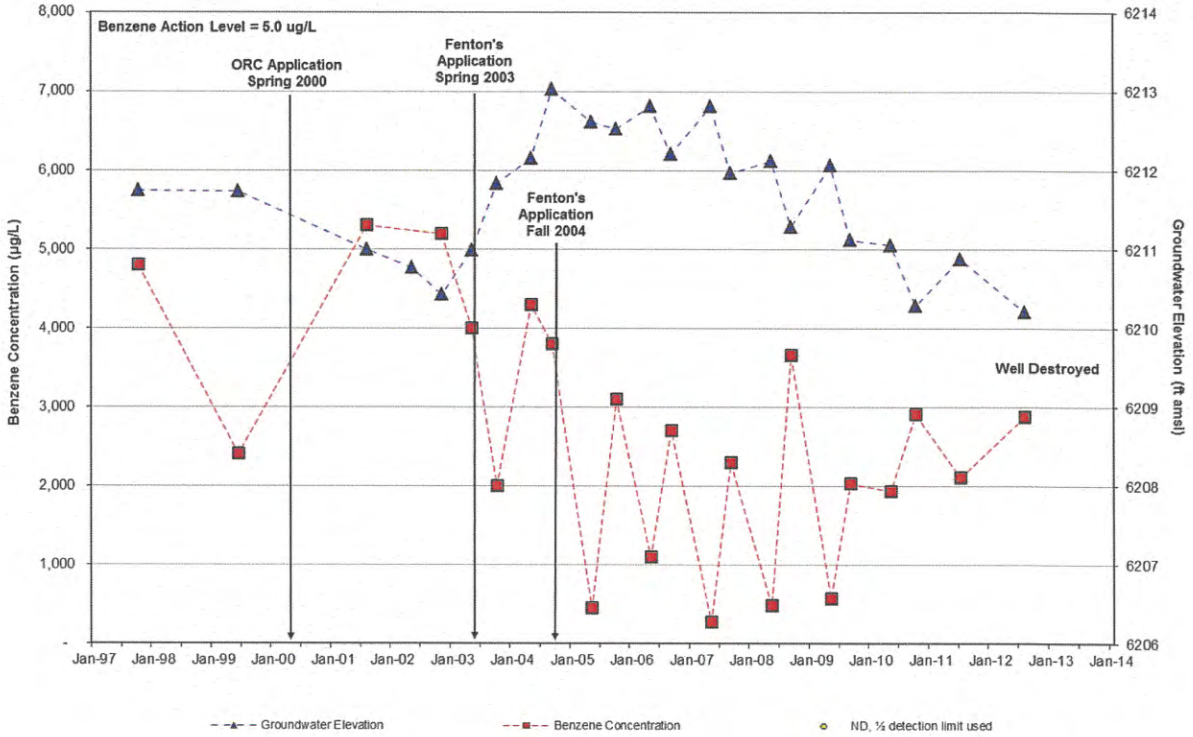
Jackson LAUST
Jackson, WY

Trend Analysis for MW-407 Cache Chevron Site, 1997-2014

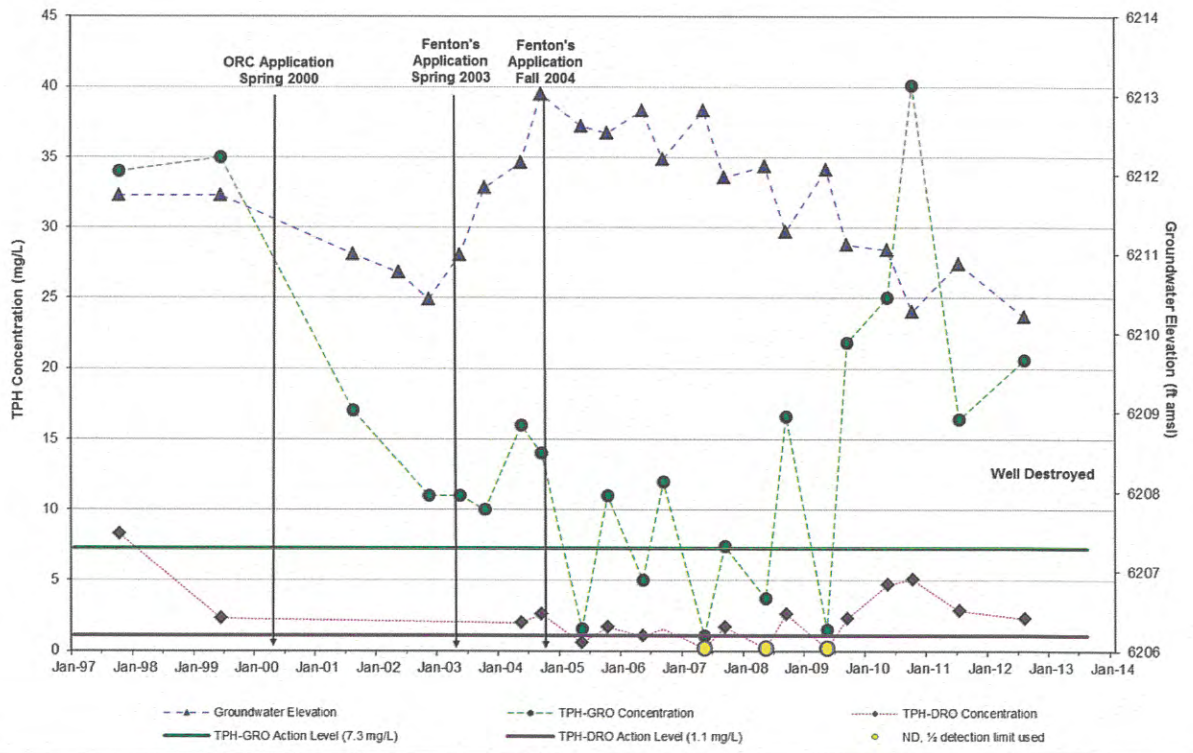
Chart 9-2

URS

MW-TT-2 Benzene Concentrations and Groundwater Elevations



MW-TT-2 TPH Concentrations and Groundwater Elevations



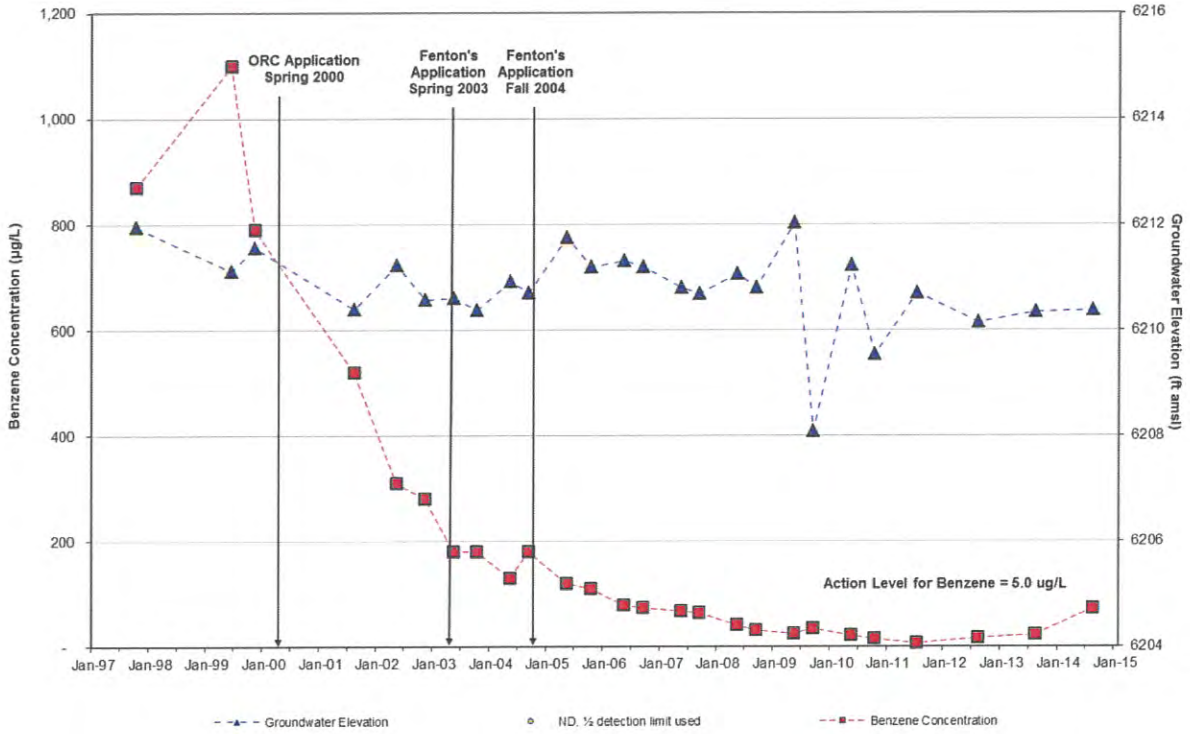
Jackson LAUST
Jackson, WY

Trend Analysis for MW-TT-2 Teton Texaco Site, 1997-2012

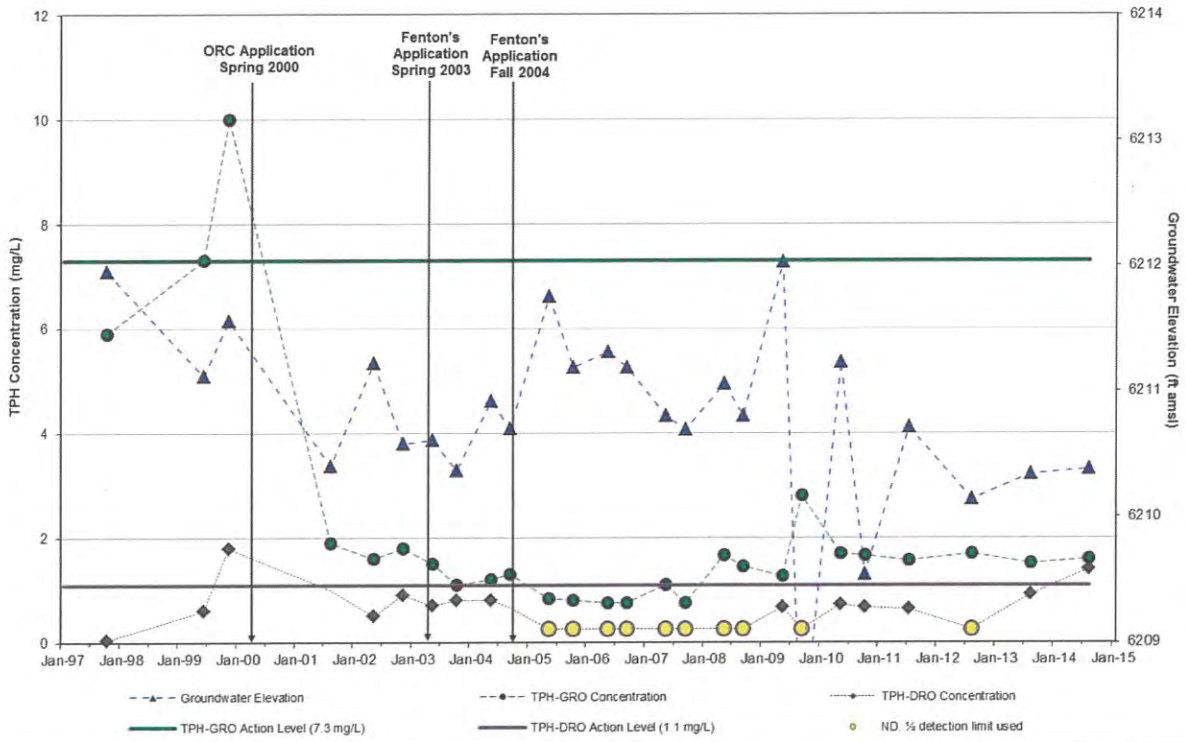
Chart 9-3

URS

MW-021 Benzene Concentrations and Groundwater Elevations



MW-021 TPH Concentrations and Groundwater Elevations



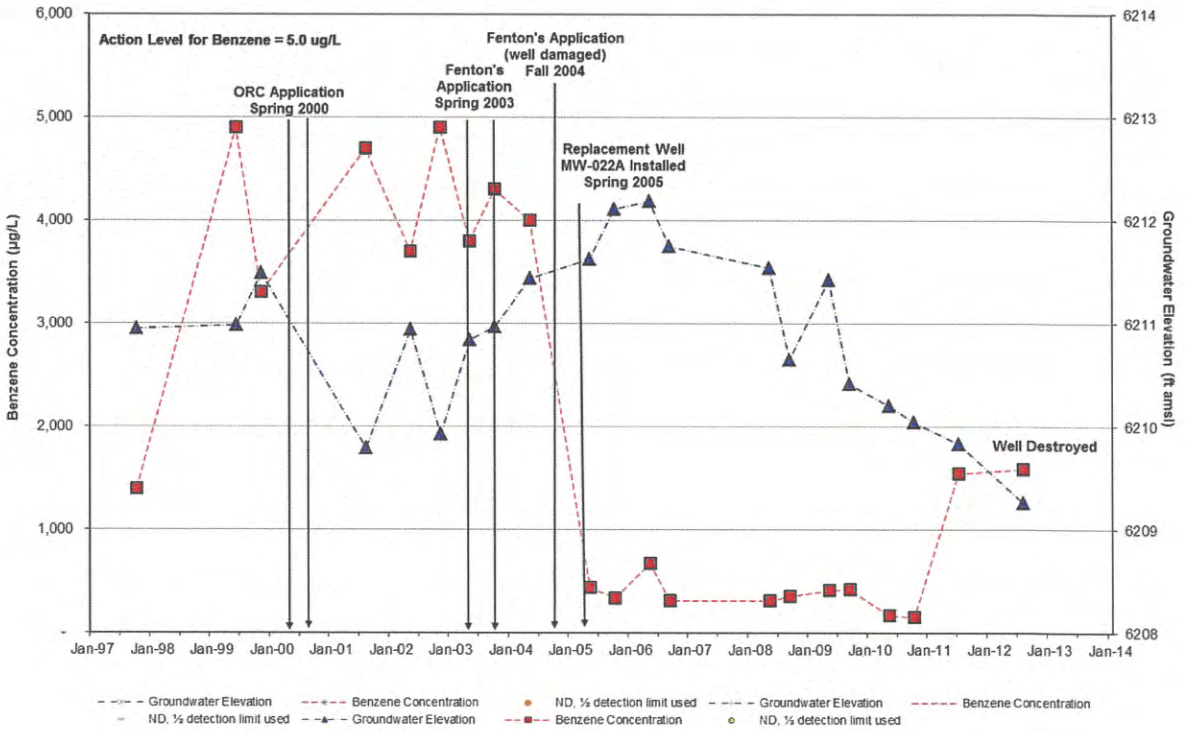
Jackson LAUST
Jackson, WY

Trend Analysis for MW-021 Teton Texaco Site, 1997-2014

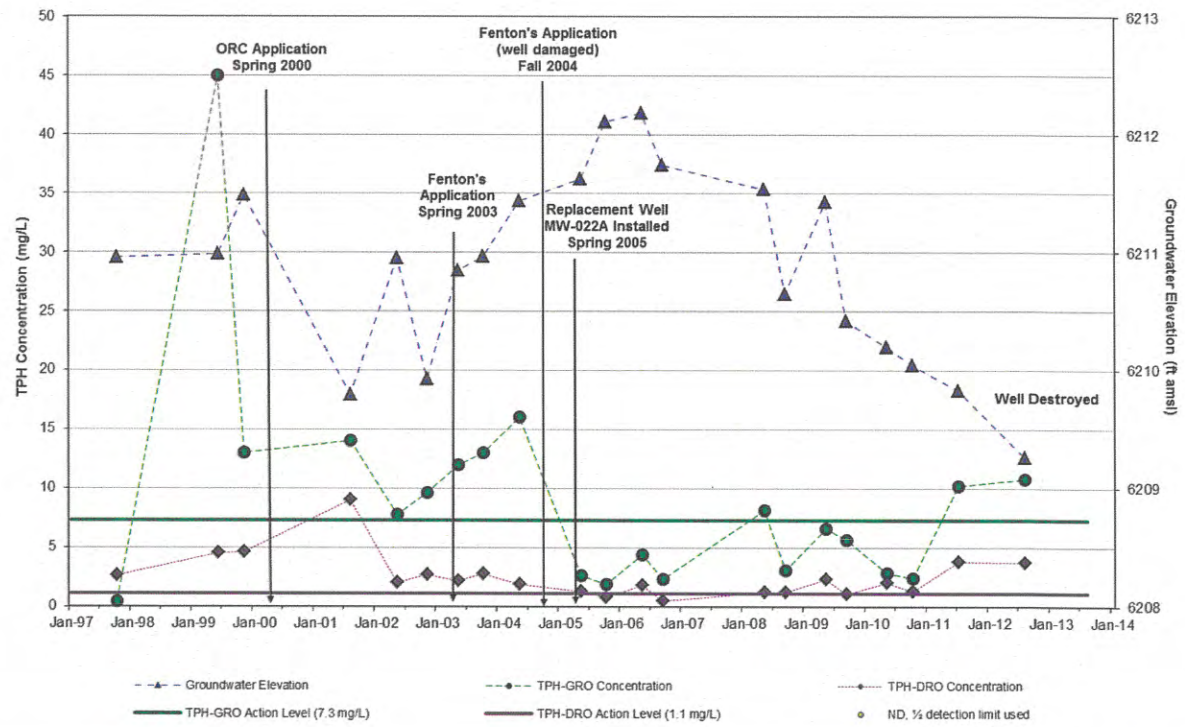
Chart 9-4

URS

MW-022/MW-022A Benzene Concentrations and Groundwater Elevations

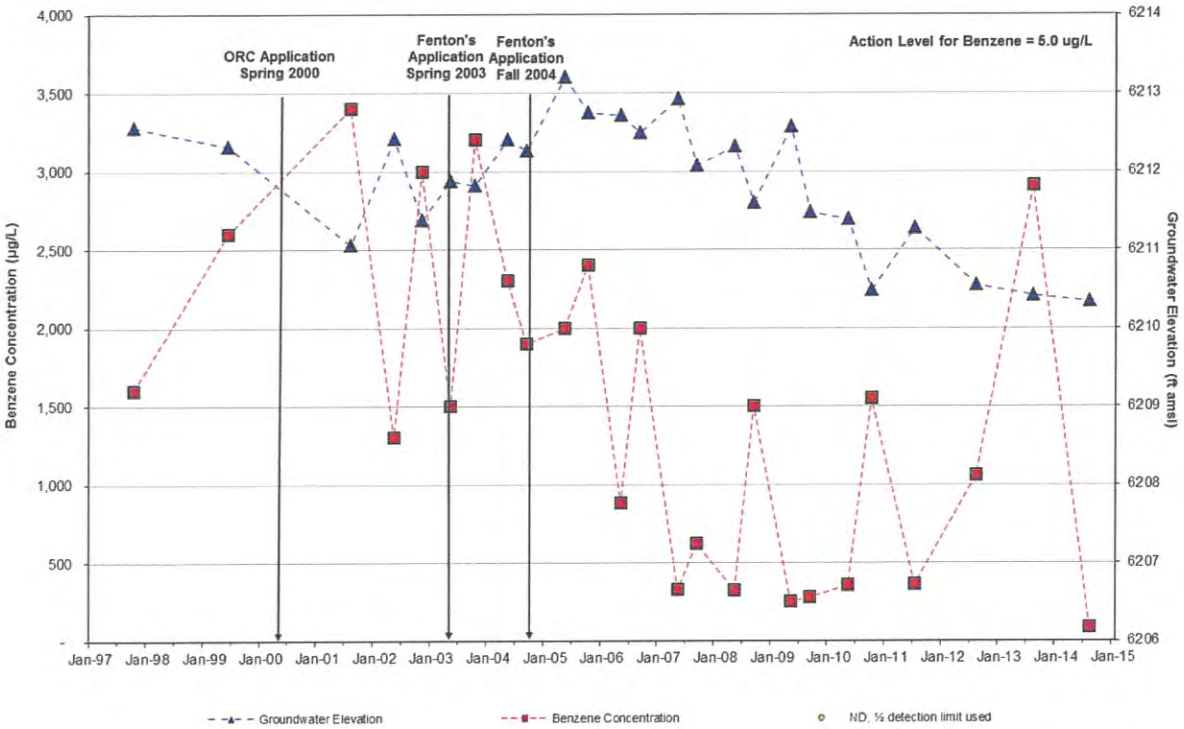


MW-022/MW-022A TPH Concentrations and Groundwater Elevations

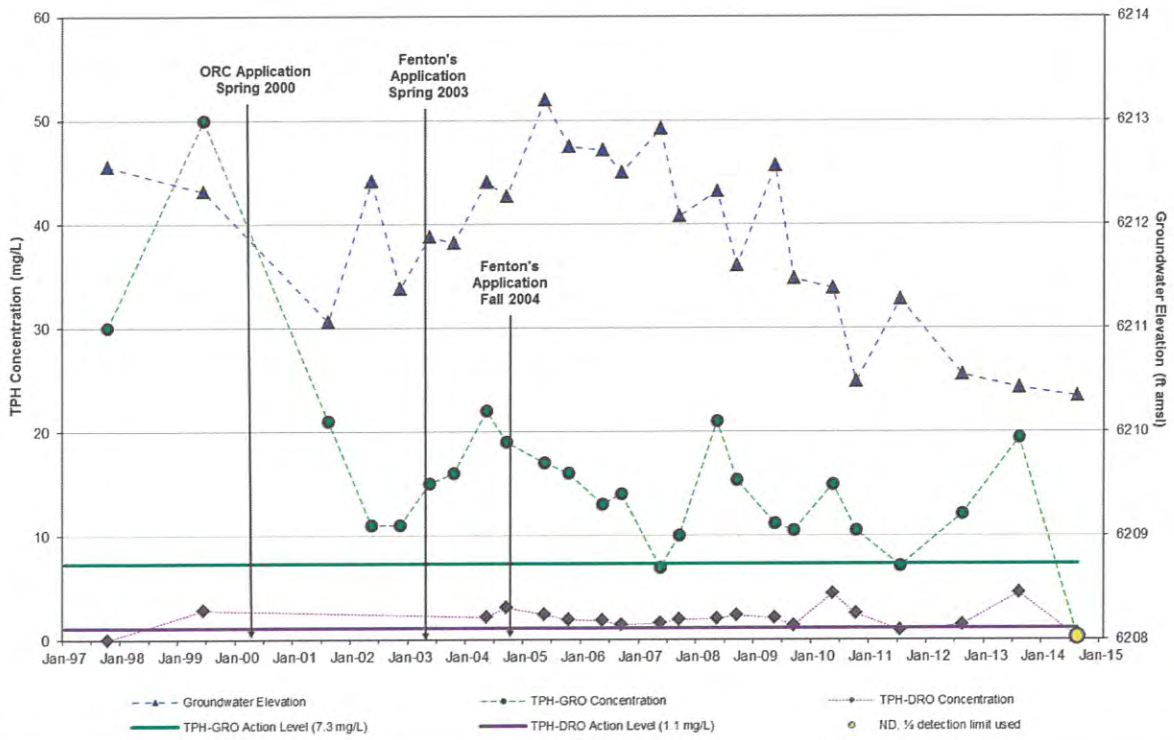


Jackson LAUST Jackson, WY	**Trend Analysis for MW-022 Teton Texaco Site, 1997-2012**	**Chart 9-5** URS

MW-025 Benzene Concentrations and Groundwater Elevations



MW-025 TPH Concentrations and Groundwater Elevations



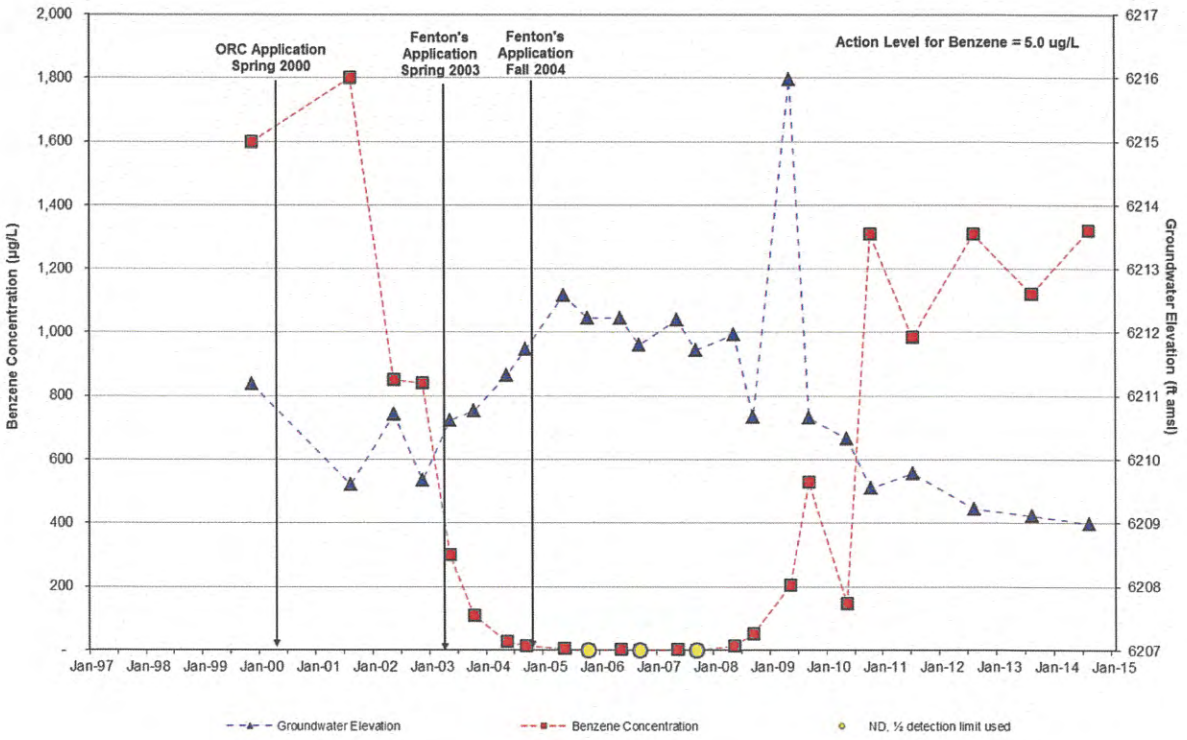
Jackson LAUST
Jackson, WY

Trend Analysis for MW-025 Teton Texaco Site, 1997-2014

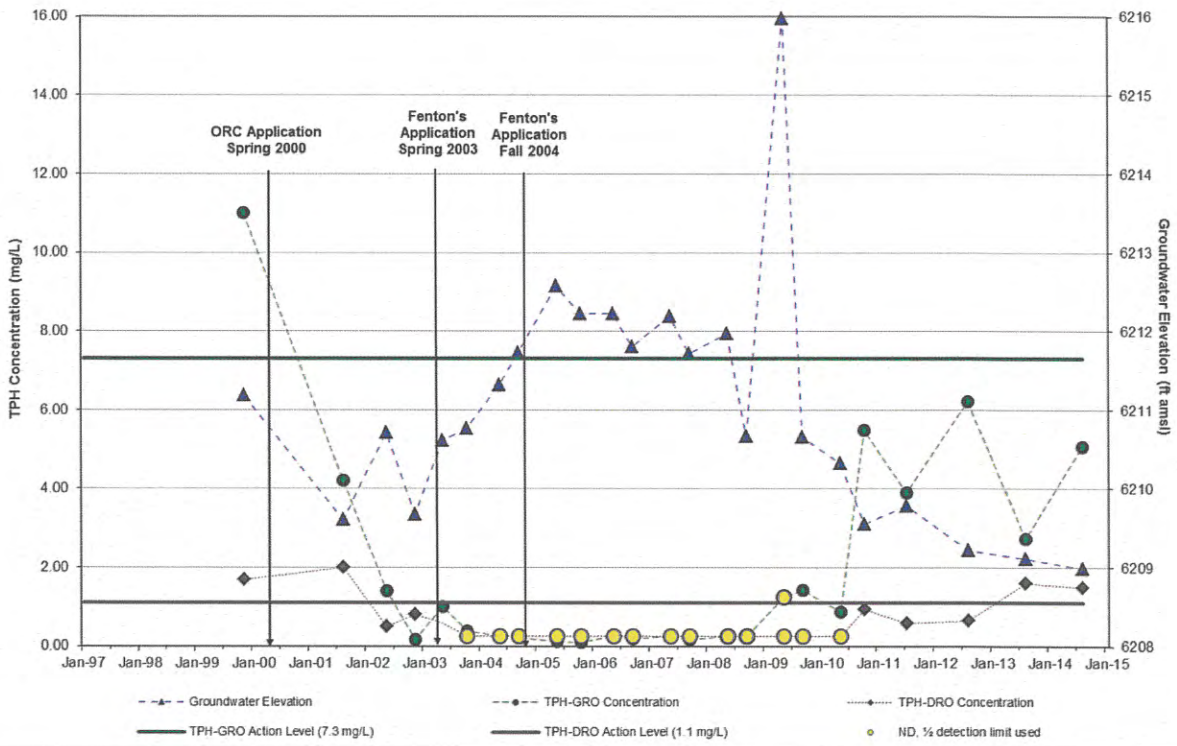
Chart 9-6

URS

MW-300 Benzene Concentrations and Groundwater Elevations



MW-300 TPH Concentrations and Groundwater Elevations

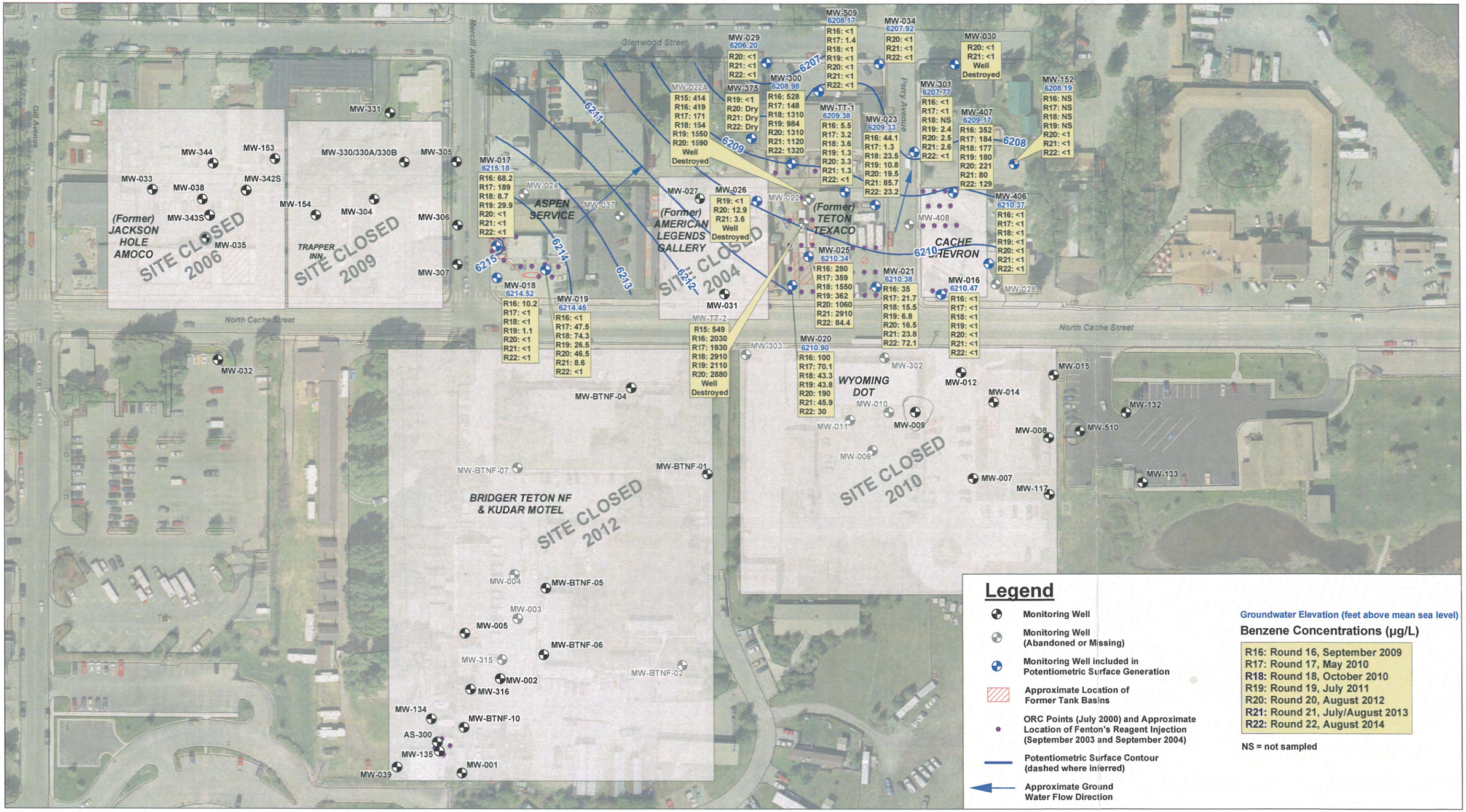


Jackson LAUST
Jackson, WY

Trend Analysis for MW-300 Teton Texaco Site, 1997-2014

Chart 9-7

URS



Legend

- Monitoring Well
- Monitoring Well (Abandoned or Missing)
- Monitoring Well included in Potentiometric Surface Generation
- Approximate Location of Former Tank Basins
- ORC Points (July 2000) and Approximate Location of Fenton's Reagent Injection (September 2003 and September 2004)
- Potentiometric Surface Contour (dashed where inferred)
- Approximate Ground Water Flow Direction

Groundwater Elevation (feet above mean sea level)

Benzene Concentrations (µg/L)

R16: Round 16, September 2009
R17: Round 17, May 2010
R18: Round 18, October 2010
R19: Round 19, July 2011
R20: Round 20, August 2012
R21: Round 21, July/August 2013
R22: Round 22, August 2014

NS = not sampled

60 0 60 120 Feet

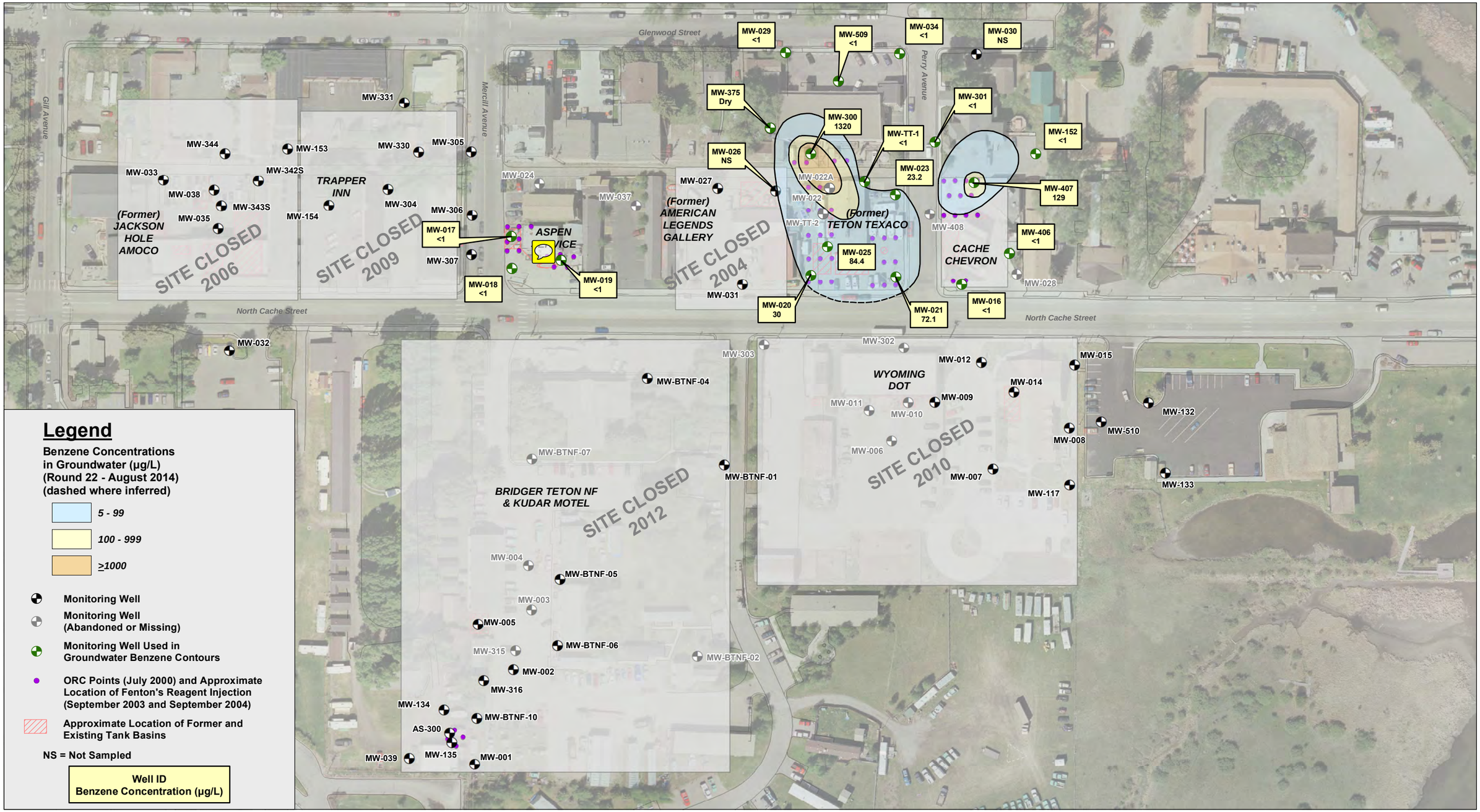
N

Historic Benzene Concentrations and Round 22 Potentiometric Surface North Jackson Sites Jackson Remediation Project Jackson, WY

Figure 9-1

URS

Q:\Projects\wy-deq\Jackson\05_Analysis and Engineering\Jackson CAD and GIS Files\tRound22\Figure9-1_GW_Concs_NorthJacksonSites.mxd



Legend

Benzene Concentrations in Groundwater (µg/L) (Round 22 - August 2014) (dashed where inferred)

- *5 - 99*
- *100 - 999*
- *≥1000*

- Monitoring Well
- Monitoring Well (Abandoned or Missing)
- Monitoring Well Used in Groundwater Benzene Contours
- ORC Points (July 2000) and Approximate Location of Fenton's Reagent Injection (September 2003 and September 2004)
- Approximate Location of Former and Existing Tank Basins

NS = Not Sampled

Well ID
Benzene Concentration (µg/L)

60 0 60 120
Feet

N

Round 22 Benzene Isoconcentration Contours
North Jackson Sites
Jackson Remediation Project
Jackson, WY

Figure 9-2

URS

Q:\Projects\wy-deq\Jackson\05_Analysis and Engineering\Jackson CAD and GIS Files\Round22\Figure9-2_Benzene_Isocons_NorthJacksonSites.mxd

7.0 CACHE CHEVRON (#1535) / TETON TEXACO (#3436)

7.1. SITE BACKGROUND

The Cache Chevron site is located at 401 North Cache Street, Jackson, Wyoming. It is the present location of an active gas station, and has been a gas station for more than 47 years. Four USTs are currently used at the Cache Chevron site, including one 12,000-gallon gasoline tank, one 8,000-gallon gasoline tank, one 6,000-gallon gasoline tank, and one 500-gallon waste oil tank; these tanks are located on the south side of the service station in one tank basin. A groundwater recovery system operated at this site prior to 1990, and site investigations, including test borings, monitoring well installation, and sampling, were conducted at this site prior to 1990.

In 1988, five gasoline USTs (three 3,000-gallon tanks, one 6,000-gallon tank, and one 12,000-gallon tank) were removed from the tank basin where the present-day USTs currently reside. A 500-gallon waste oil UST and a 1,000-gallon heating oil UST were also removed from the west side of the service station building at that time. During the 1988 tank removal, a spill of 550 gallons of gasoline occurred when one tank was ruptured; some of the spilled fuel was reportedly recovered, and impacted soil was excavated for off-site disposal. During the fall of 1988, a release of an estimated 1,076 gallons of gasoline occurred due to an underground line leak; some of this product was reported to have been recovered.

The Teton Texaco site, located at 375 North Cache Street in Jackson, Wyoming was a service station that included USTs, a fuel dispenser island, and a separate fuel dispenser pump. Four USTs were removed from the site in November 1990, including two 6,000-gallon gasoline tanks, one 500-gallon waste oil tank, and one 500-gallon heating oil tank (GS&E, 1998). The locations of the former tank basins are shown in Figure 7-1. Approximately 186 tons of impacted soil were removed from the tank basins and replaced with clean fill at the time of tank removal.

ORC was injected at both the Cache Chevron and Teton Texaco sites in 2000, followed by Fenton's Reagent injections in 2003 and 2004 at the Teton Texaco site.

Construction that was planned at the Teton Texaco site has been delayed due to property foreclosure in early 2013. Additional information about potential future construction and remediation is discussed in Section 7.3.1.

7.2. TREND ANALYSIS

Groundwater samples were collected at the Cache Chevron and Teton Texaco sites during Round 26 in October 2016. Benzene and TPH data were reviewed over the lifetime of the project for MW-407 (Cache Chevron); and MW-TT-2/MW-TT-2R, MW-021, MW-022/MW-022A/MW-022R, MW-025, and MW-300

(Teton Texaco) to evaluate contaminant trends, relationships between water levels and contaminant concentrations, and effects of remediation efforts on contamination. Current and historic MBTEXN, TPH, Metals, and Fuel Oxygenate sampling results are shown in Tables 7-1 and 7-2, and Charts 7-1 through 7-6, located at the end of this section, present these data with respect to WDEQ remediation standards.

Cache Chevron

MW-407 is located approximately 60 feet down gradient from the original tank basin at the Cache Chevron site. Benzene concentrations at MW-407 have fluctuated over the lifetime of the project, with concentrations ranging from non-detect (September 2001) to 654 µg/L (October 2015). Benzene concentrations fell below the detection limit during the October 2016 sampling event (Chart 7-1). TPH-GRO concentrations have remained below the action level since sampling began in September 2001 and were reported as non-detect in October 2016. TPH-DRO has only been measured during the last twelve sampling events, and the concentration was non-detect during every sampling event except for concentrations of 0.59 mg/L in May 2010, 0.68 mg/L in August 2014, and 0.54 mg/L in October 2015. The Mann-Kendall test for this well indicates no trend for any data set.

Teton Texaco

Benzene and TPH concentrations at MW-TT-2 exceeded the remediation standards from September 2001 through October 2004, despite applications of Fenton's Reagent in September 2003 and September 2004. In May 2005, the benzene concentration was 450 µg/L, but it increased to 3,100 µg/L in October 2005. Similar fluctuations have occurred since then with benzene concentrations ranging from 570 µg/L in May 2009 to 3,660 µg/L in October 2008. In November 2012, well MW-TT-2 was destroyed during demolition of the building on site (see Section 7.3.1). On May 5, 2015, a new well, MW-TT-2R, was installed near the previous location of MW-TT-2. Concentrations at well MW-TT-2R are consistent with the concentrations recorded at well MW-TT-2. During the October 2016 sampling event, benzene was recorded at 2,500 µg/L, TPH-GRO was recorded at 17 mg/L, and TPH-DRO was recorded at 2.2 mg/L (Chart 7-2). The Mann-Kendall test for this well indicates no trend for any data set.

Benzene concentrations at MW-021 steadily decreased after the ORC application in June 2000 and Fenton's Reagent applications in September 2003 and September 2004 until July 2011, when benzene was reported at 6.8 µg/L. Benzene concentrations increased over the next five sampling events, with a concentration of 84.7 µg/L reported in October 2015. Benzene concentrations were reported below the detection level in October 2016 (Chart 7-3). TPH-GRO concentrations have remained below the action level since the ORC application in 2000 and were reported at 1.3 mg/L in October 2016. TPH-DRO concentrations were reported below the action level of 1.1 mg/L since sampling began in 2001, except for the sample from May 2015, which was reported at 1.4 mg/L. TPH-DRO was reported at 0.6 mg/L in the October 2016 sampling event. The Mann-Kendall test for this well indicates a decreasing trend for the benzene, whereas no trend is indicated for the either of the TPH-GRO or TPH-DRO data sets.

Benzene concentrations at MW-022 fluctuated seasonally around 4,000 µg/L until the Fenton's Reagent application in September 2004, when the well was damaged due to the high temperatures of the application. The well was replaced in Spring 2005, and renamed MW-022A. After the well was replaced, benzene, TPH-GRO, and TPH-DRO concentrations decreased (benzene was 154 µg/L, TPH-DRO was 2.42 mg/L, and TPH-DRO was 1.3 mg/L in October 2010) until July 2011 when the concentrations of benzene, TPH-GRO, and TPH-DRO increased to 1,550 µg/L, 10.2 mg/L, and 3.8 mg/L, respectively (Chart 7-4). Concentrations in the August 2012 samples were similarly high. In November 2012, well MW-022A was destroyed during demolition of the building on site (see Section 7.3.1). On May 6, 2015, a new well, MW-22R, was installed near the previous location of MW-22A. In October 2016, concentrations of benzene, TPH-GRO, and TPH-DRO had decreased to 210 µg/L, 1.9 mg/L, and 0.81 mg/L, respectively. The Mann-Kendall test for this well indicates no trend for any data set.

Benzene concentrations at MW-025 have generally fluctuated inversely with groundwater elevations since sampling began. Benzene concentrations had decreased after September 2004, when the most recent application of Fenton's Reagent occurred. However, the benzene concentration at this well increased from 253 µg/L in May 2009 to 1,550 µg/L in October 2010, and then to 2,910 µg/L in August 2013. In August 2014, the benzene concentration decreased to 84.4 µg/L, but increased to 1,570 µg/L in October 2015 and 2,300 µg/L in October 2016 (Chart 7-5). TPH-GRO and TPH-DRO concentrations initially decreased after the 2004 Fenton's Reagent application, but remained at or above their respective action levels until August 2014, when both concentrations were non-detect (<0.5 mg/L for TPH-GRO and TPH-DRO). In October 2016, the TPH-GRO and TPH-DRO concentration increased to 20 mg/L and 2.9 mg/L, respectively, both above their respective action levels. The Mann-Kendall test for this well indicates no trend for any data set.

Benzene concentrations at MW-300 decreased from August 2001 until September 2007, with benzene concentrations below the action level of 5 µg/L from October 2005 to October 2007. In May 2008, benzene concentrations began to increase and were greater than 1,000 µg/L in 2010, 2012, 2013, and 2014, then fell to 233 µg/L in October 2015 and to non-detect levels in October 2016. TPH-GRO concentrations have been below the action level since August 2001 and were reported as non-detect in October 2015 and October 2016. TPH-DRO had been below the action level from May 2002 until August 2013 and August 2014 sampling events when the concentrations were slightly above the action level at 1.6 and 1.5 mg/L, respectively. In October 2015 the TPH-DRO concentration had once again fallen below the action level to 0.59 mg/L and was reported as non-detect in October 2016 (Chart 7-6). The Mann-Kendall test for this well indicates an increasing trend for the TPH-GRO data set, whereas no trend is indicated for either the benzene or TPH-DRO data sets.

7.3. PLANNED ACTIONS

7.3.1. Remedial Activities

Remedial efforts at the site since 2000 have included several injections of various agents intended to promote biodegradation and physically destroy subsurface contaminants. Although these efforts have reduced contaminant concentrations in groundwater, remediation goals have not been met. As discussed in Section 11 of this report, estimates of the rate of groundwater remediation at the former Teton Texaco site suggest that groundwater will not clean up in a reasonable timeframe unless contaminated soils, which act as a continuing source of contamination, are removed from the site.

After previously learning that the former Teton Texaco site was being considered for redevelopment, URS submitted to WDEQ a memorandum entitled "Excavation Evaluation for Jackson Remediation Project – Teton Texaco Site," on May 15, 2008 (URS, 2008c), which recommended excavating contaminated soils following site demolition. In late 2012, plans to redevelop the former Teton Texaco site as a new hotel were formalized. Preliminary construction activities, conducted in November 2012, included demolishing the buildings on site in preparation for hotel construction. During that demolition, wells MW-22A and MW-TT-2 were destroyed.

Because much of the soil and groundwater contamination at the Teton Texaco site was estimated to be located under the existing former service station building, WDEQ believed the site demolition presented a unique opportunity to reach the previously inaccessible area of contamination and allocated $100,000 for a soil removal. Moreover, the hotel that was previously planned for the site was proposed to include two levels of below-ground parking, so construction would require removal of nearly all of the contaminated soil. If the excavation and hotel construction were timed correctly, backfilling and compacting the excavation would not be required and the amount of contaminated soil removed for WDEQ's $100,000 budget could be maximized. Removal of impacted soil and replacing it with clean fill in contact with contaminated groundwater prior to site redevelopment would make the new fill contaminated and affect the cleanup efficiency.

The contaminated soil removal was tentatively planned to be funded partially by WDEQ, and partially by the developers of the new hotel. Following a URS soil investigation at the site in November 2012, the volume of contaminated soil was estimated to be approximately 4,000 cubic yards (approximately 6,000 tons). URS will continue to evaluate remedial alternatives necessary to move the site towards closure, separate from or coinciding with, development of the property.

At the Cache Chevron site, chemical injections were performed in Spring 2016 to address the residual groundwater contamination in the area of MW-407 to treat benzene concentrations that exceed WDEQ restoration standards. Details of the injection are described below in Section 7.3.2. Additional sampling of

MW-407 is recommended in early Spring 2017 to provide data to assess whether another round of injections is needed in Spring 2017.

7.3.2. Chemical Oxidation Injection

On May 16, 2016, URS performed an injection of Oxygen Release Compound Advanced (ORC Advanced®) at the Cache Chevron site. The work plan (URS, 2016b) called for injection of 1,600 pounds of ORC Advanced® in the 3-15 ft bgs interval in 22 drill holes in the area immediately up gradient of MW-407. The injections were performed without complication. Injection results were detailed in the *Jackson 2016 Injection and Air Sparge System Repair Report* (URS, 2016c). Benzene concentrations at the wells at the Cache Chevron site have fallen to below the detection level. URS recommends additional sampling of MW-407 in early Spring 2017 to provide data to assess whether another round of injections is needed in Spring 2017. If an additional round of chemical injections is needed, URS recommends that the new injection points be offset from the previous injection points at the Cache Chevron site.

7.3.3. Vapor Intrusion Assessment

If construction of a new hotel at the site resumes, URS will evaluate the potential for vapor intrusion both at the hotel (Teton Texaco site) and at the property to the west of the Teton Texaco site. If the potential for vapor intrusion is confirmed, URS will evaluate mitigation alternatives.

7.3.4. Continued Monitoring

Groundwater monitoring will continue at this site until WDEQ remediation standards are met. Groundwater sampling for MBTEXN, TPH-GRO, and TPH-DRO was conducted at the site on a semiannual basis from 2000 until 2011, when sampling was reduced to an annual basis. Groundwater sampling will continue to be conducted on an annual basis in late summer or early fall, to coincide with higher seasonal water levels and higher benzene concentrations (on average).

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Table 7-1: Teton Texaco/Cache Chevron Sampling Data - BTEXMN & Total Petroleum Hydrocarbons

Event [a] Code	Sample [b] Code	Sample Date	Groundwater Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Field Parameter Data: Dissolved Oxygen (mg/L)	Analytical Results & Action Levels: Benzene (µg/L)	Toluene (µg/L)	Ethylbenzene (µg/L)	m,p-Xylene (µg/L)	o-Xylene (µg/L)	Total Xylene (µg/L)	MTBE (µg/L)	Naphthalene (µg/L)	TPH-GRO (mg/L)	TPH-DRO (mg/L)
								5	**1000**	**700**	**NL**	**NL**	**10000**	**40**	**1300**	**7.3**	**1.1**
Teton Texaco/Cache Chevron																	
MW-016																	
BL	N	9/11/2001	4.34	6211.62	--		0.51	**31**	<5	10	<5	<5	NA	**45**	<5	0.17	NA
R1	N	5/7/2002	4.87	6211.09	--		1.17	**14**	<1	<1	NA	NA	3	20	6	0.11	NA
R2	N	11/4/2002	5.13	6210.83	--		1.99	**8**	<1	3	NA	NA	4	18	<2	0.09	NA
R3	N	4/30/2003	4.98	6210.98	--		NM	**13**	<1	11	NA	NA	21	8	8	0.18	NA
R4	N	10/1/2003	5.16	6210.8	--		0	**5**	<1	<1	NA	NA	4	8	<5	0.048	NA
R5	N	5/20/2004	4.79	6211.17	--		0	4.5	<1	7.5	6.6	<1	NA	2.4	<5	0.091	NA
R6	N	10/4/2004	5.55	6210.41	--		1.35	3.6	<1	<1	2.7	<1	NA	2.9	<5	0.053	NA
R7	N	5/14/2005	4.43	6211.53	--		0	<1	<1	10	11	<1	NA	<1	5.5	0.23	NA
R8	N	10/5/2005	5.10	6210.86	--		0	<1	<1	<1	<2	<1	NA	1.5	<5	0.041	NA
R9	N	5/7/2006	4.73	6211.23	--		1.472	<1	<1	22	4	<1	NA	<1	<5	0.22	NA
R10	N	9/26/2006	4.86	6211.1	--		2.14	<1	<1	<1	<2	<1	NA	1.2	<5	0.023	NA
R11	N	5/22/2007	5.28	6210.68	--		1	<1	<1	1.7	<2	<1	NA	<1	<5	0.082	NA
R12	N	10/5/2007	5.34	6210.62	--		3.17	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	NA
R13	N	5/15/2008	4.81	6211.15	--		1.02	<1	<1	2.9	NA	NA	<10	<1	<20	<0.5	<0.5
R14	N	10/2/2008	5.04	6210.92	--		NM	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R15	N	5/14/2009	NM	NM	--		1.29	<1	<1	2.4	NA	NA	<3	<1	<20	<0.5	<0.53
R16	N	9/24/2009	4.75	6211.21	--	Slight hydrocarbon odor	2.29	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R17	N	5/20/2010	4.66	6211.3	--	Purged dry at 0.25 gallons	2.77	<1	<1	1.5	NA	NA	<3	<1	<20	<0.5	<0.5
R18	N	10/15/2010	5.89	6210.07	--		4.58	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R19	N	7/13/2011	5.22	6210.74	--		1.47	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R20	N	8/7/2012	5.57	6210.39	--		1.66	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.51
R21	N	8/1/2013	5.43	6210.53	--	Purged dry at 2.5 gallons	0.9	<1	<1	<1	NA	NA	<3	<1	<20	0.791	<0.5
R22	N	8/12/2014	5.35	6210.61	--		1.31	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R24	N	10/6/2015	4.71	6211.25	--		0.8	<0.06	<0.17	<0.18	NA	NA	<0.42	<0.06	<0.5	<0.25	<0.25
MW-020																	
BL	N	9/12/2001	5.03	6212.12	--		5.52	**100**	<5	<5	<5	<5	NA	<5	<5	0.17	<1
R5	N	5/20/2004	5.20	6211.95	--		0	**160**	160	20	140	100	NA	<1	<5	1.2	0.55
R6	N	10/4/2004	4.48	6212.67	--		0	**28**	16	2.2	8.5	4.6	NA	<1	<5	0.15	<0.5
R6	FD	10/4/2004	4.48	6212.67	--		NM	**23**	11	1.4	4.4	2.5	NA	<1	<5	0.12	<0.5
R7	N	5/14/2005	3.62	6213.53	--		0	**180**	<1	<1	<2	<1	NA	<1	<5	0.76	0.52
R8	N	10/5/2005	4.02	6213.13	--		0	**73**	27	5	5.3	2.6	NA	<1	<5	0.32	<0.5
R9	N	5/7/2006	4.32	6212.83	--		1.048	**1600**	610	96	180	140	NA	<1	17	3.7	**1.2**
R10	N	9/26/2006	4.30	6212.85	--		2.31	**100**	14	3.2	5.5	<1	NA	<1	5.5	0.35	<0.5
R11	N	5/22/2007	4.12	6213.03	--		0.36	**290**	73	16	59	30	NA	<1	12	1	<0.5
R11	FD	5/22/2007	4.12	6213.03	--		NM	**210**	47	3.1	59	34	NA	<1	8	0.95	<0.5
R12	N	10/4/2007	4.98	6212.17	--		0.93	**15**	5.6	1.5	9.4	3.3	NA	<1	<5	0.14	<0.5
R13	N	5/15/2008	4.73	6212.42	--		1.17	**838**	366	20.7	NA	NA	510	<10	<200	5.59	0.52

Table 7-1: Teton Texaco/Cache Chevron Sampling Data - BTEXMN & Total Petroleum Hydrocarbons

Event [a] Code	Sample [b] Code	Sample Date	Groundwater Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Field Parameter Data: Dissolved Oxygen (mg/L)	Analytical Results & Action Levels: Benzene (µg/L)	Toluene (µg/L)	Ethylbenzene (µg/L)	m,p-Xylene (µg/L)	o-Xylene (µg/L)	Total Xylene (µg/L)	MTBE (µg/L)	Naphthalene (µg/L)	TPH-GRO (mg/L)	TPH-DRO (mg/L)
								5	**1000**	**700**	**NL**	**NL**	**10000**	**40**	**1300**	**7.3**	**1.1**
Teton Texaco/Cache Chevron																	
MW-020																	
R14	N	10/1/2008	5.09	6212.06	--		0.96	**27.8**	2.3	<1	NA	NA	46.6	<1	<20	0.783	<0.5
R15	N	5/13/2009	NM	NM	--		1.7	**830**	193	173	NA	NA	754	<1	63.1	3.89	0.7
R16	N	9/25/2009	5.16	6211.99	--		1.41	**100**	14.9	17.2	NA	NA	43	<1	31.4	0.82	<0.5
R17	N	5/12/2010	5.19	6211.96	--		1.73	**70.1**	28.9	22	NA	NA	69.1	<1	<20	0.887	<0.5
R18	N	10/15/2010	6.05	6211.1	--		2.46	**43.3**	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R19	N	7/12/2011	5.25	6211.9	--		3.31	**43.8**	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.51
R19	FD	7/12/2011	5.25	6211.9	--		3.31	**37.9**	1.3	1.5	NA	NA	<3	<1	<20	<0.5	<0.51
R20	N	8/6/2012	5.99	6211.16	--		3.18	**190**	1	<1	NA	NA	6.1	<1	<20	0.854	<0.51
R21	N	8/1/2013	6.04	6211.11	--		1.37	**45.9**	1.9	2.1	NA	NA	9.4	<1	<20	<0.5	<0.5
R22	N	8/12/2014	6.05	6211.1	--		1.65	**30**	8.3	1.4	NA	NA	36.2	<1	<20	<0.5	<0.5
R24	N	10/6/2015	5.56	6211.59	--	Hydrocarbon odor	2.29	**29.8**	6.2	1.1	NA	NA	28.6	<0.06	<0.5	<0.25	<0.25
R26	N	10/21/2016	5.15	6212	--	Slight hydrocarbon odor	1.73	**15**	<5	<5	NA	NA	14	<2	<5	<0.5	<0.5
MW-021																	
BL	N	9/12/2001	5.36	6210.4	--		0	**520**	12	43	520	<5	NA	<5	50	1.9	1
R1	N	5/6/2002	NM	NM	--		NM	**310**	8	27	NA	NA	320	<1	36	1.6	<1
R1	N	5/6/2002	4.54	6211.22	--		NM	**310**	8	27	NA	NA	320	<1	36	1.6	<1
R1	FD	5/6/2002	NM	NM	--		NM	**310**	8	30	NA	NA	320	<1	35	1.4	<1
R1	FD	5/6/2002	4.54	6211.22	--		NM	**310**	8	30	NA	NA	320	<1	35	1.4	<1
R2	N	11/5/2002	5.18	6210.58	--		0.4	**280**	6	24	NA	NA	280	<1	32	1.8	0.9
R3	N	5/1/2003	5.15	6210.61	--		NM	**170**	6	36	NA	NA	280	<1	31	1.5	0.7
R3	FD	5/1/2003	5.15	6210.61	--		NM	**180**	6	36	NA	NA	280	<1	33	1.5	0.7
R4	N	10/1/2003	5.39	6210.37	--		0	**180**	5	22	NA	NA	240	<1	19	1.1	0.8
R5	N	5/20/2004	4.84	6210.92	--		0	**130**	3.5	22	270	2.2	NA	<1	20	1.2	0.8
R6	N	10/4/2004	5.06	6210.7	--		0.58	**180**	4.4	22	310	2.4	NA	<1	22	1.3	0.67
R7	N	5/14/2005	4.01	6211.75	--		0	**120**	2.6	12	210	1.1	NA	<1	10	0.84	<0.5
R8	N	10/5/2005	4.57	6211.19	--		0	**110**	2.5	12	170	<1	NA	<1	7.6	0.81	<0.5
R9	N	5/7/2006	4.45	6211.31	--		0.696	**79**	3.2	7	160	<1	NA	<1	<5	0.76	<0.5
R10	N	9/27/2006	NM	NM	--		1.04	**74**	4.5	8.7	160	2.8	NA	<1	11	0.76	<0.5
R10	N	9/27/2006	4.57	6211.19	--		1.04	**74**	4.5	8.7	160	2.8	NA	<1	11	0.76	<0.5
R10	FD	9/27/2006	NM	NM	--		NM	**69**	2.2	7.4	140	<1	NA	<1	8	0.69	<0.5
R10	FD	9/27/2006	4.57	6211.19	--		NM	**69**	2.2	7.4	140	<1	NA	<1	8	0.69	<0.5
R11	N	5/23/2007	4.96	6210.8	--		0.04	**68**	1.8	6.2	180	<1	NA	<1	<5	1.1	<0.5
R12	N	10/4/2007	5.07	6210.69	--		1.69	**65**	2	11	190	<1	NA	<1	7.3	0.76	<0.5
R13	N	5/15/2008	4.70	6211.06	--		0.92	**41**	1.5	9.3	NA	NA	178	<1	<20	1.66	<0.5
R14	N	10/1/2008	4.96	6210.8	--		1.19	**31.5**	1.5	6.5	NA	NA	207	<1	<20	1.44	<0.5
R15	N	5/13/2009	3.73	6212.03	--		3.53	**25.2**	1.5	8.6	NA	NA	154	<1	<20	1.27	0.67
R16	N	9/24/2009	4.67	6211.09	--	Hydrocarbon odor	1.41	**35**	2.1	12.1	NA	NA	178	<1	<20	2.8	<0.5

Table 7-1: Teton Texaco/Cache Chevron Sampling Data - BTEXMN & Total Petroleum Hydrocarbons

Event [a] Code	Sample [b] Code	Sample Date	Groundwater Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Field Parameter Data: Dissolved Oxygen (mg/L)	Analytical Results & Action Levels: Benzene (µg/L)	Toluene (µg/L)	Ethylbenzene (µg/L)	m,p-Xylene (µg/L)	o-Xylene (µg/L)	Total Xylene (µg/L)	MTBE (µg/L)	Naphthalene (µg/L)	TPH-GRO (mg/L)	TPH-DRO (mg/L)
								5	**1000**	**700**	**NL**	**NL**	**10000**	**40**	**1300**	**7.3**	**1.1**
Teton Texaco/Cache Chevron																	
MW-021																	
R17	N	5/12/2010	4.53	6211.23	--		2.45	**21.7**	1.6	12.8	NA	NA	138	<1	<20	1.7	0.72
R18	N	10/15/2010	6.22	6209.54	--		3.25	**15.5**	1.9	11.5	NA	NA	178	<1	<20	1.66	0.67
R19	N	7/12/2011	5.05	6210.71	--		1.28	**6.8**	1.2	13.8	NA	NA	205	<1	<20	1.57	0.63
R20	N	8/6/2012	5.62	6210.14	--		1.83	**16.5**	<1	9.3	NA	NA	205	<1	<20	1.69	<0.5
R21	N	8/1/2013	5.42	6210.34	--		0.95	**23.8**	<1	15.6	NA	NA	111	<1	<20	1.51	0.92
R22	N	8/11/2014	5.38	6210.38	--		0.77	**72.1**	1.4	39.1	NA	NA	67.1	<1	23.1	1.6	**1.4**
R24	N	10/6/2015	5.35	6210.41	--	Slight hydrocarbon odor	1.45	**84.7**	<0.17	7.9	NA	NA	9.2	<0.06	<0.5	1.6	0.53
R26	N	10/21/2016	4.89	6210.87	--	Slight hydrocarbon odor	1.75	<2	<5	<5	NA	NA	<5	<2	<5	1.3	0.6
MW-022																	
BL	N	9/12/2001	5.95	6209.8	--		0	**4700**	110	**780**	4500	81	NA	<50	140	**14**	**9**
R1	N	5/6/2002	4.80	6210.95	--		NM	**3700**	95	520	NA	NA	2700	<10	110	**7.8**	**2**
R2	N	11/5/2002	5.82	6209.93	--		0	**4900**	110	**750**	NA	NA	6500	<1	160	**9.6**	**2.7**
R3	N	5/1/2003	4.90	6210.85	--		NM	**3800**	110	520	NA	NA	3900	<1	120	**12**	**2.2**
R4	N	10/1/2003	4.78	6210.97	--		0	**4300**	150	530	NA	NA	4500	<1	130	**13**	**2.8**
R5	N	5/20/2004	4.31	6211.44	--		0	**4000**	140	570	4000	74	NA	<20	120	**16**	**1.9**
R6	N	10/4/2004	3.93	6211.82	--	No Sample Taken, Well Broken, Now MW-022a	0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-022A																	
R7	N	7/14/2005	4.12	6211.73	--	Formerly MW-022	NM	**438.1**	30.9	202.5	783.8	127.4	NA	<1	70.5	2.6373	**1.3**
R8	N	10/5/2005	3.64	6212.21	--	Formerly MW-022	0	**340**	22	140	550	45	NA	<5	59	1.9	0.77
R9	N	5/9/2006	3.56	6212.29	--	Formerly MW-022	2.096	**670**	130	410	1400	110	NA	<5	85	4.4	**1.8**
R10	N	9/26/2006	4.00	6211.85	--	Formerly MW-022. Purged dry after 2 gallons	1.06	**310**	16	190	590	7.2	NA	<1	84	2.3	0.51
R11	N	5/22/2007	3.59	6212.26	--	Formerly MW-022. Purged dry after 2 gallons	0.66	**530**	87	430	1400	110	NA	<5	96	3.8	**1.8**
R12	N	10/3/2007	4.19	6211.66	--		2.71	**510**	31	360	950	21	NA	<5	110	2.9	**1.5**
R13	N	5/15/2008	4.21	6211.64	--		0.67	**316**	40.2	458	NA	NA	1190	<10	<200	**8.17**	**1.2**
R14	N	10/1/2008	5.10	6210.75	--		1	**351**	24.2	276	NA	NA	702	<5	104	3.08	**1.2**
R15	N	5/13/2009	4.32	6211.53	--	Hydrocarbon odor	2.05	**414**	39.2	499	NA	NA	1150	<10	<200	6.58	**2.3**
R16	N	9/24/2009	5.33	6210.52	--	Hydrocarbon odor, sheen. Purged dry at 2 gallons	1.52	**419**	23.8	265	NA	NA	621	<5	<100	5.67	**1.1**
R17	N	5/12/2010	5.65	6210.2	--	Purged dry at 1.75 gallons	2.72	**171**	12.9	131	NA	NA	343	<5	<100	2.86	**2**
R18	N	10/15/2010	5.70	6210.15	--	Purged dry at 1.5 gallons	2.76	**154**	9.7	124	NA	NA	284	<1	56.6	2.42	**1.3**
R19	N	7/12/2011	6.02	6209.83	--		3.41	**1550**	32.7	396	NA	NA	1870	<2	145	**10.2**	**3.8**
R20	N	8/6/2012	6.59	6209.26	--		1.83	**1590**	<10	254	NA	NA	1290	<10	<200	**10.8**	**3.7**
R21	N	8/1/2013	NM	NM	--	Not sampled, well destroyed during construction/excavation	NM	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-022R																	
R23	N	5/7/2015	5.79	6210.86	--	Hydrocarbon odor	0.86	**2840**	31	259	NA	NA	679	<1	78	7.25	**3.5**
R24	N	10/6/2015	5.79	6210.86	--	Strong hydrocarbon odor	2.35	**2770**	42.2	395	NA	NA	761	<0.6	<5	**16.4**	**4.6**
R26	N	10/21/2016	6.43	6210.22	--	Hydrocarbon odor	1.95	**210**	<25	<25	NA	NA	<25	<10	<25	1.9	0.81

Table 7-1: Teton Texaco/Cache Chevron Sampling Data - BTEXMN & Total Petroleum Hydrocarbons

Event [a] Code	Sample [b] Code	Sample Date	Groundwater Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Field Parameter Data: Dissolved Oxygen (mg/L)	Analytical Results & Action Levels: Benzene (µg/L)	Toluene (µg/L)	Ethylbenzene (µg/L)	m,p-Xylene (µg/L)	o-Xylene (µg/L)	Total Xylene (µg/L)	MTBE (µg/L)	Naphthalene (µg/L)	TPH-GRO (mg/L)	TPH-DRO (mg/L)
								5	**1000**	**700**	**NL**	**NL**	**10000**	**40**	**1300**	**7.3**	**1.1**
Teton Texaco/Cache Chevron																	
MW-023																	
BL	N	9/12/2001	5.00	6209.96	--		0	<5	<5	<5	<5	<5	NA	<5	<5	0.036	NA
BL	FD	9/12/2001	5.00	6209.96	--		NM	<5	<5	<5	<5	<5	NA	<5	<5	0.035	NA
R1	N	5/6/2002	4.42	6210.54	--		NM	**130**	<1	<1	NA	NA	<3	<1	<2	0.11	NA
R2	N	11/5/2002	5.04	6209.92	--		0	**23**	<1	<1	NA	NA	<3	<1	<2	0.1	NA
R3	N	5/1/2003	5.02	6209.94	--		NM	**67**	1	<1	NA	NA	10	<1	<5	0.13	NA
R4	N	10/1/2003	5.24	6209.72	--		0	**220**	2	<1	NA	NA	4	<1	<5	0.3	NA
R4	FD	10/1/2003	5.24	6209.72	--		NM	**210**	2	3	NA	NA	4	<1	<5	0.31	NA
R5	N	5/20/2004	4.81	6210.15	--		0	**530**	1	1.3	6	<1	NA	<1	<5	0.63	NA
R6	N	10/4/2004	4.95	6210.01	--		0.56	**160**	1.3	<1	3	<1	NA	<1	<5	0.25	NA
R7	N	5/14/2005	4.01	6210.95	--		0	**690**	1.4	<1	2.6	<1	NA	<1	<5	0.82	NA
R8	N	10/5/2005	4.65	6210.31	--		0	**440**	1.3	2.8	7.2	<1	NA	<1	<5	0.56	NA
R8	FD	10/5/2005	4.65	6210.31	--		NM	**440**	1.2	2	3.3	<1	NA	<1	<5	0.56	NA
R9	N	5/7/2006	4.30	6210.66	--		0.68	**320**	<1	<1	<2	<1	NA	<1	<5	0.52	NA
R10	N	9/26/2006	5.45	6209.51	--		1.51	**310**	<1	<1	<2	<1	NA	<1	<5	0.42	NA
R11	N	5/23/2007	4.73	6210.23	--		0	**34**	<1	1	2.2	<1	NA	<1	<5	0.15	NA
R12	N	10/3/2007	4.82	6210.14	--		1.8	**10**	<1	<1	<2	<1	NA	<1	<5	0.12	NA
R13	N	5/15/2008	4.57	6210.39	--		1.21	**30.7**	<1	<1	NA	NA	<10	<1	<20	<0.5	<0.5
R13	FD	5/15/2008	4.57	6210.39	--		1.21	**33.5**	<1	<1	NA	NA	<10	<1	<20	<0.5	<0.53
R14	N	10/1/2008	4.88	6210.08	--		1.82	**353**	<5	<5	NA	NA	<15	<5	<100	0.87	<0.5
R15	N	5/13/2009	3.37	6211.59	--		2.85	**154**	1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R16	N	9/25/2009	4.03	6210.93	--		1.07	**44.1**	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R16	FD	9/25/2009	4.03	6210.93	--		1.07	**44.2**	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R17	N	5/12/2010	4.04	6210.92	--		1.77	1.3	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R18	N	10/15/2010	6.50	6208.46	--		3.57	**23.5**	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R18	FD	10/15/2010	6.50	6208.46	--		3.57	**19.5**	<1	<1	NA	NA	<3	<1	<20	<0.5	NA
R19	N	7/12/2011	5.09	6209.87	--		1.12	**10.8**	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.52
R20	N	8/6/2012	5.63	6209.33	--		3.25	**19.5**	<1	<1	NA	NA	11	<1	<20	<0.5	<0.5
R21	N	8/1/2013	5.79	6209.17	--		3.51	**85.7**	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R22	N	8/11/2014	5.63	6209.33	--		1.04	**23.2**	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R24	N	10/6/2015	5.32	6209.64	--		3.08	<0.06	<0.17	<0.18	NA	NA	<0.42	<0.06	<0.5	<0.25	<0.26
R26	N	10/21/2016	4.63	6210.33	--	Slight hydrocarbon odor	1.64	<2	<5	<5	NA	NA	<5	<2	<5	<0.5	<0.5
MW-025																	
BL	N	9/12/2001	5.34	6211.06	--		2.22	**3400**	**4200**	**980**	6100	2400	NA	<50	320	**21**	NA
R1	N	5/6/2002	3.98	6212.42	--		NM	**1300**	**2200**	610	NA	NA	4800	<10	200	**11**	NA
R2	N	11/5/2002	5.02	6211.38	--		1.56	**3000**	**3500**	**760**	NA	NA	6700	<50	290	**11**	NA
R2	FD	11/5/2002	5.02	6211.38	--		NM	**1500**	**1800**	400	NA	NA	3700	<50	410	**11**	NA
R3	N	5/1/2003	4.52	6211.88	--		NM	**1500**	**2600**	**700**	NA	NA	5700	<10	120	**15**	NA

Table 7-1: Teton Texaco/Cache Chevron Sampling Data - BTEXMN & Total Petroleum Hydrocarbons

Event [a] Code	Sample [b] Code	Sample Date	Groundwater Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Field Parameter Data: Dissolved Oxygen (mg/L)	Analytical Results & Action Levels: Benzene (µg/L)	Toluene (µg/L)	Ethylbenzene (µg/L)	m,p-Xylene (µg/L)	o-Xylene (µg/L)	Total Xylene (µg/L)	MTBE (µg/L)	Naphthalene (µg/L)	TPH-GRO (mg/L)	TPH-DRO (mg/L)
								5	**1000**	**700**	**NL**	**NL**	**10000**	**40**	**1300**	**7.3**	**1.1**
Teton Texaco/Cache Chevron																	
MW-025																	
R4	N	10/1/2003	4.58	6211.82	--		0.49	**3200**	**3300**	680	NA	NA	5900	<20	190	**16**	NA
R5	N	5/20/2004	3.99	6212.41	--		NM	**2300**	**3400**	**980**	5900	2200	NA	<20	190	**22**	**2.2**
R6	N	10/4/2004	4.13	6212.27	--		1.03	**1900**	**2400**	**820**	5000	1900	NA	<20	130	**19**	**3.1**
R7	N	5/14/2005	3.20	6213.2	--		1.91	**2000**	**2200**	**730**	4300	1500	NA	<20	130	**17**	**2.4**
R8	N	10/5/2005	3.65	6212.75	--		0	**2400**	**2300**	**700**	3900	1300	NA	<20	150	**16**	**1.9**
R9	N	5/9/2006	3.68	6212.72	--		0.76	**880**	**1400**	610	3800	1300	NA	21	180	**13**	**1.8**
R10	N	9/27/2006	3.90	6212.5	--		0.99	**2000**	**1900**	620	3700	1300	NA	<10	190	**14**	**1.4**
R11	N	5/22/2007	3.47	6212.93	--		0	**330**	580	370	2000	700	NA	<5	110	6.9	**1.6**
R12	N	10/4/2007	4.32	6212.08	--		1.86	**620**	980	500	2900	980	NA	<10	160	**10**	**1.9**
R13	N	5/15/2008	4.08	6212.32	--		0.66	**322**	746	380	NA	NA	3190	<10	<200	**21**	**2**
R14	N	10/1/2008	4.80	6211.6	--	Hydrocarbon odor	0.44	**1500**	**1450**	402	NA	NA	3170	<10	<200	**15.3**	**2.3**
R15	N	5/13/2009	3.83	6212.57	--		2.68	**253**	363	246	NA	NA	2280	<10	<200	**11.2**	**2.1**
R16	N	9/25/2009	4.92	6211.48	--	Strong hydrocarbon odor	1	**280**	294	235	NA	NA	1590	<5	<100	**10.5**	**1.3**
R17	N	5/12/2010	5.01	6211.39	--		2.51	**359**	422	276	NA	NA	1820	<5	<100	**14.9**	**4.4**
R18	N	10/15/2010	5.91	6210.49	--	Slight hydrocarbon odor	2.1	**1550**	471	203	NA	NA	1300	<5	<100	**10.5**	**2.5**
R19	N	7/10/2011	5.12	6211.28	--	Slight hydrocarbon odor	2.3	**362**	189	171	NA	NA	1070	<10	<200	7.05	0.93
R20	N	8/6/2012	5.85	6210.55	--	Slight hydrocarbon odor	1.63	**1060**	492	280	NA	NA	1870	<10	<200	**12.1**	**1.4**
R21	N	8/1/2013	5.98	6210.42	--	Degraded fuel odor	0.95	**2910**	911	377	NA	NA	2620	<10	<200	**19.4**	**4.5**
R22	N	8/12/2014	6.06	6210.34	--		0.53	**84.4**	1.6	6.8	NA	NA	5.4	<1	<20	<0.5	<0.5
R24	N	10/6/2015	5.28	6211.12	--	Hydrocarbon odor	0.71	**1570**	54.8	172	NA	NA	513	<0.06	52	**9.32**	0.86
R26	N	10/21/2016	5.44	6210.96	--	Hydrocarbon odor	1.92	**2300**	<50	620	NA	NA	1400	<20	180	**20**	**2.9**
MW-029																	
R20	N	8/6/2012	6.84	6206.9	--		2.6	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.51
R21	N	8/1/2013	7.15	6206.59	--		1.51	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R22	N	8/12/2014	7.54	6206.2	--		1.75	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R24	N	10/6/2015	6.42	6207.32	--		1.34	<0.06	<0.17	<0.18	NA	NA	<0.42	<0.06	<0.5	<0.25	<0.26
R26	N	10/21/2016	7.13	6206.61	--		2.56	<2	<5	<5	NA	NA	<5	<2	<5	<0.5	<0.5
MW-030																	
R20	N	8/7/2012	6.08	6207.11	--		1.27	<1	<1	2.7	NA	NA	18.9	<1	<20	<0.5	<0.51
R21	N	8/1/2013	6.32	6206.87	--		1.05	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
MW-034																	
R20	N	8/6/2012	4.45	6208.57	--		1.21	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R21	N	8/1/2013	4.69	6208.33	--		1.18	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R22	N	8/12/2014	5.10	6207.92	--		1.7	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R24	N	10/6/2015	5.17	6207.85	--		3.52	<0.06	<0.17	<0.18	NA	NA	<0.42	<0.06	<0.5	<0.25	<0.25
R26	N	10/21/2016	5.63	6207.39	--		1.96	<2	<5	<5	NA	NA	<5	<2	<5	<0.5	<0.5
MW-152																	

Table 7-1: Teton Texaco/Cache Chevron Sampling Data - BTEXMN & Total Petroleum Hydrocarbons

Event [a] Code	Sample [b] Code	Sample Date	Groundwater Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Field Parameter Data: Dissolved Oxygen (mg/L)	Analytical Results & Action Levels: Benzene (µg/L)	Toluene (µg/L)	Ethylbenzene (µg/L)	m,p-Xylene (µg/L)	o-Xylene (µg/L)	Total Xylene (µg/L)	MTBE (µg/L)	Naphthalene (µg/L)	TPH-GRO (mg/L)	TPH-DRO (mg/L)
								5	**1000**	**700**	**NL**	**NL**	**10000**	**40**	**1300**	**7.3**	**1.1**
Teton Texaco/Cache Chevron																	
MW-152																	
R13	N	5/15/2008	2.91	6209.27	--		0.5	<1	<1	<1	NA	NA	<10	<1	<20	<0.5	<0.5
R20	N	8/9/2012	4.84	6207.34	--		1.66	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.53
R21	N	8/1/2013	4.65	6207.53	--		1.38	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R21	FD	8/1/2013	4.65	6207.53	--		1.38	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R22	N	8/12/2014	3.99	6208.19	--		0.99	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.49
R24	N	10/6/2015	3.85	6208.33	--		1.33	<0.06	<0.17	<0.18	NA	NA	<0.42	<0.06	<0.5	<0.25	<0.25
MW-300																	
BL	N	9/12/2001	6.36	6209.99	--		0	**1800**	60	210	2400	<50	NA	<50	75	4.2	**2**
R1	N	5/6/2002	5.26	6211.09	--		NM	**850**	15	61	NA	NA	480	<1	56	1.4	<1
R2	N	11/5/2002	6.30	6210.05	--		0	**840**	13	46	NA	NA	950	<1	59	0.18	0.8
R3	N	5/1/2003	5.36	6210.99	--		NM	**300**	8	38	NA	NA	200	<1	17	1	0.6
R4	N	10/1/2003	5.20	6211.15	0.01		0	**110**	2	1	NA	NA	30	<1	9	0.4	<0.5
R5	N	5/20/2004	4.65	6211.7	--		0	**27**	<1	<1	<2	<1	NA	<1	<5	0.26	<0.5
R6	N	10/4/2004	4.24	6212.11	--		0	**13**	<1	<1	<2	<1	NA	<1	<5	0.22	<0.5
R7	N	5/14/2005	3.39	6212.96	--		0	**6**	<1	1.8	<2	<1	NA	<1	<5	0.12	<0.5
R8	N	10/5/2005	3.75	6212.6	--		0	<1	<1	<1	<2	<1	NA	<1	<5	0.1	<0.5
R9	N	5/8/2006	3.75	6212.6	--		0.968	3.1	<1	3	<2	<1	NA	<1	<5	0.25	<0.5
R10	N	9/26/2006	4.17	6212.18	--		1.32	<1	<1	<1	<2	<1	NA	<1	<5	0.19	<0.5
R11	N	5/23/2007	3.78	6212.57	--		0	1.9	<1	<1	<2	<1	NA	<1	<5	0.26	<0.5
R12	N	10/4/2007	4.25	6212.1	--		1.96	<1	<1	<1	<2	<1	NA	<1	<5	0.18	<0.5
R13	N	5/15/2008	4.00	6212.35	--		1.49	**12**	<1	<1	NA	NA	<10	<1	<20	<0.5	<0.5
R14	N	10/1/2008	5.30	6211.05	--		1.46	**50.8**	<1	3.1	NA	NA	4.7	<1	<20	<0.5	<0.5
R15	N	5/13/2009	NM	NM	--		2.85	**205**	7.4	18.1	NA	NA	51.6	<5	<100	<2.5	<0.5
R16	N	9/24/2009	5.31	6211.04	--		1.03	**528**	12.7	79.1	NA	NA	93.5	<1	28.3	1.42	<0.5
R17	N	5/12/2010	5.73	6210.62	--	Old fuel odor	2.19	**148**	2	<1	NA	NA	10.5	<1	<20	0.87	<0.53
R17	FD	5/12/2010	5.73	6210.62	--	Old fuel odor	2.19	**148**	1.9	<1	NA	NA	9.6	<1	<20	0.862	NA
R18	N	10/15/2010	6.50	6209.85	--		2.64	**1310**	34.7	172	NA	NA	465	<1	66.4	5.48	0.95
R19	N	7/12/2011	6.27	6210.08	--	Hydrocarbon odor	1.98	**984**	35.8	79	NA	NA	317	<5	<100	3.91	0.59
R20	N	8/6/2012	6.83	6209.52	--		1.66	**1310**	<10	129	NA	NA	506	<10	<200	6.21	0.66
R20	FD	8/6/2012	6.83	6209.52	--		1.66	**1160**	<10	112	NA	NA	417	<10	<200	5.97	NA
R21	N	8/1/2013	7.03	6209.32	--		1.34	**1120**	13	77.3	NA	NA	141	<1	96.1	2.72	**1.6**
R22	N	8/11/2014	7.16	6209.19	--		1.88	**1250**	20.7	112	NA	NA	232	<5	<100	5.05	**1.4**
R22	FD	8/11/2014	7.16	6209.19	--		1.88	**1320**	22	113	NA	NA	239	<5	<100	5.06	**1.5**
R24	N	10/6/2015	6.56	6209.79	--	Hydrocarbon odor	1.83	**233**	<1.7	<1.8	NA	NA	<4.2	<0.6	<5	<2.5	0.59
R26	N	10/21/2016	6.21	6210.14	--	Slight hydrocarbon odor	1.97	<2	<5	<5	NA	NA	<5	<2	<5	<0.5	<0.5
MW-301																	
BL	N	9/11/2001	5.24	6208.08	--		0	<5	<5	<5	<5	<5	NA	<5	<5	<0.02	NA

Table 7-1: Teton Texaco/Cache Chevron Sampling Data - BTEXMN & Total Petroleum Hydrocarbons

Event [a] Code	Sample [b] Code	Sample Date	Groundwater Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Field Parameter Data: Dissolved Oxygen (mg/L)	Analytical Results & Action Levels: Benzene (µg/L)	Toluene (µg/L)	Ethylbenzene (µg/L)	m,p-Xylene (µg/L)	o-Xylene (µg/L)	Total Xylene (µg/L)	MTBE (µg/L)	Naphthalene (µg/L)	TPH-GRO (mg/L)	TPH-DRO (mg/L)
								5	1000	700	NL	NL	10000	40	1300	7.3	1.1
Teton Texaco/Cache Chevron																	
MW-301																	
R6	N	10/4/2004	5.05	6208.27	--		0.55	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	<0.5
R7	N	5/14/2005	4.59	6208.73	--		0	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	<0.5
R7	FD	5/14/2005	4.59	6208.73	--		NM	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	<0.5
R8	N	10/5/2005	4.79	6208.53	--		0	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	<0.5
R9	N	5/7/2006	5.04	6208.28	--		1.096	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	<0.5
R10	N	9/26/2006	4.85	6208.47	--		1.81	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	<0.5
R11	N	5/22/2007	5.02	6208.3	--		0	<1	<1	<1	<2	<1	NA	<1	<5	0.021	<0.5
R12	N	10/4/2007	5.17	6208.15	--		2.56	1.3	<1	<1	<2	<1	NA	<1	<5	0.03	<0.5
R13	N	5/15/2008	5.37	6207.95	--		2.08	<1	<1	<1	NA	NA	<10	<1	<20	<0.5	<0.5
R14	N	10/2/2008	5.49	6207.83	--		NM	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R15	N	5/14/2009	5.23	6208.09	--		0.87	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.52
R16	N	9/24/2009	5.38	6207.94	--		2.16	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R17	N	5/20/2010	5.29	6208.03	--	Purged dry at 2 gallons	2.14	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R17	FD	5/20/2010	5.29	6208.03	--	Purged dry at 2 gallons	2.14	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	NA
R19	N	7/13/2011	5.50	6207.82	--		1.81	2.4	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R20	N	8/6/2012	5.60	6207.72	--	Slight hydrocarbon odor	2.65	2.5	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R21	N	8/1/2013	5.32	6208	--	Purged dry at 2.25 gallons	0.78	2.6	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R22	N	8/12/2014	5.55	6207.77	--		0.77	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R24	N	10/7/2015	5.33	6207.99	--		2	4.3	<0.17	<0.18	NA	NA	<0.42	5.5	<0.5	<0.25	<0.25
R26	N	10/21/2016	4.96	6208.36	--		3.01	<2	<5	<5	NA	NA	<5	<2	<5	<0.5	<0.5
MW-375																	
BL	N	9/12/2001	5.34	NA	--	Well Not Surveyed	NM	<5	<5	<5	<5	<5	NA	<5	<5	<0.02	NA
R19	N	7/14/2011	5.70	NA	--		NM	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.51
R20	N	8/6/2012	NM	NM	--	No Sample Taken, Dry	NM	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	N	8/1/2013	NM	NM	--	No Sample Taken, Dry	NM	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R22	N	8/11/2014	NM	NM	--	No Sample Taken, Dry	NM	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R24	N	10/6/2015	4.76	NA	--		0.91	<0.06	<0.17	<0.18	NA	NA	<0.42	<0.06	<0.5	<0.25	<0.25
MW-406																	
BL	N	9/11/2001	2.55	6214.03	--		0.37	<5	<5	<5	<5	<5	NA	<5	<5	<0.02	NA
BL	FD	9/11/2001	2.55	6214.03	--		NM	<5	<5	<5	<5	<5	NA	<5	<5	<0.02	NA
R1	N	5/7/2002	5.14	6211.44	--		1.44	<1	<1	<1	NA	NA	<3	<1	<2	<0.02	NA
R2	N	11/4/2002	5.55	6211.03	--		0.08	<1	<1	<1	NA	NA	<3	<1	<2	<0.02	NA
R3	N	4/30/2003	5.42	6211.16	--		NM	<1	<1	<1	NA	NA	<3	<1	<5	<0.02	NA
R4	N	10/1/2003	5.41	6211.17	--		0	<1	<1	<1	NA	NA	<3	<1	<5	0.021	NA
R5	N	5/20/2004	2.96	6213.62	--		3.5	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	NA
R6	N	10/4/2004	5.66	6210.92	--		1.95	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	NA
R7	N	5/14/2005	3.35	6213.23	--		10.9	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	NA

Table 7-1: Teton Texaco/Cache Chevron Sampling Data - BTEXMN & Total Petroleum Hydrocarbons

Event [a] Code	Sample [b] Code	Sample Date	Groundwater Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Field Parameter Data: Dissolved Oxygen (mg/L)	Analytical Results & Action Levels: Benzene (µg/L)	Toluene (µg/L)	Ethylbenzene (µg/L)	m,p-Xylene (µg/L)	o-Xylene (µg/L)	Total Xylene (µg/L)	MTBE (µg/L)	Naphthalene (µg/L)	TPH-GRO (mg/L)	TPH-DRO (mg/L)
								5	**1000**	**700**	**NL**	**NL**	**10000**	**40**	**1300**	**7.3**	**1.1**
Teton Texaco/Cache Chevron																	
MW-406																	
R8	N	10/5/2005	5.95	6210.63	--		0.61	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	NA
R9	N	5/7/2006	NM	NM	--		2.16	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	NA
R9	N	5/7/2006	3.51	6213.07	--		2.16	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	NA
R9	FD	5/7/2006	NM	NM	--		NM	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	NA
R9	FD	5/7/2006	3.51	6213.07	--		NM	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	NA
R10	N	9/26/2006	5.25	6211.33	--		2.7	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	NA
R11	N	5/22/2007	5.87	6210.71	--		3.11	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	NA
R12	N	10/5/2007	5.79	6210.79	--		3.51	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	NA
R13	N	5/15/2008	5.24	6211.34	--		4.16	<1	<1	<1	NA	NA	<10	<1	<20	<0.5	<0.5
R13	FD	5/15/2008	5.24	6211.34	--		4.16	<1	<1	<1	NA	NA	<10	<1	<20	<0.5	<0.5
R14	N	10/2/2008	5.26	6211.32	--		NM	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R15	N	5/14/2009	5.03	6211.55	--		2.55	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R16	N	9/24/2009	9.21	6207.37	--		2.58	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R17	N	5/20/2010	5.69	6210.89	--	Purged dry at 1.5 gallons	6.25	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.53
R18	N	10/15/2010	6.61	6209.97	--	Purged dry at 2.5 gallons	4.2	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R19	N	7/13/2011	6.21	6210.37	--		1.87	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R20	N	8/6/2012	6.25	6210.33	--		3.92	<1	<1	<1	NA	NA	<3	3.8	<20	<0.5	<0.5
R21	N	8/1/2013	6.27	6210.31	--	Purged dry at 2 gallons	0.84	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R22	N	8/12/2014	5.93	6210.65	--		1.34	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R24	N	10/6/2015	5.39	6211.19	--		0.78	<0.06	<0.17	<0.18	NA	NA	<0.42	<0.06	<0.5	<0.25	<0.26
R24	FD	10/6/2015	5.39	6211.19	--		0.78	<0.06	<0.17	<0.18	NA	NA	<0.42	<0.06	<0.5	<0.25	<0.25
MW-407																	
BL	N	9/11/2001	5.67	6210.05	--		0.51	<5	<5	<5	<5	<5	NA	<5	<5	<0.02	NA
R1	N	5/7/2002	5.90	6209.82	--		0.8	**21**	<1	<1	NA	NA	4	<1	<2	0.031	NA
R1	FD	5/7/2002	5.90	6209.82	--		NM	**12**	<1	<1	NA	NA	<3	<1	<2	0.023	NA
R2	N	11/4/2002	6.47	6209.25	--		0	**180**	3	1	NA	NA	58	14	3	0.44	NA
R3	N	4/30/2003	6.45	6209.27	--		NM	**180**	5	2	NA	NA	120	17	6	0.58	NA
R4	N	10/1/2003	6.18	6209.54	--		0	**170**	5	2	NA	NA	80	27	5	0.49	NA
R5	N	5/20/2004	6.01	6209.71	--		0	**300**	2.3	2.3	69	<1	NA	**48**	<5	0.62	NA
R6	N	10/4/2004	6.79	6208.93	--		1.33	**360**	5.2	2.7	130	<2	NA	**60**	<10	0.75	NA
R6	FD	10/4/2004	6.79	6208.93	--		NM	**390**	5.4	2.9	130	<2	NA	**60**	<10	0.77	NA
R7	N	5/14/2005	5.50	6210.22	--		0	**210**	2.1	1.6	23	<1	NA	22	<5	0.32	NA
R8	N	10/5/2005	6.50	6209.22	--		0	**200**	4.2	3.4	100	<1	NA	35	9.3	0.59	NA
R9	N	5/7/2006	6.18	6209.54	--		1.296	**23**	<1	<1	<2	<1	NA	2.8	<5	0.032	NA
R10	N	9/26/2006	6.45	6209.27	--		2.76	**130**	<1	<1	7	<1	NA	22	<5	0.21	NA
R11	N	5/22/2007	6.43	6209.29	--		0.98	**510**	7.2	2.7	120	<1	NA	37	7	1	NA
R12	N	10/5/2007	6.64	6209.08	--		3.27	**430**	6.3	2.4	130	<1	NA	30	6.8	0.87	NA

Table 7-1: Teton Texaco/Cache Chevron Sampling Data - BTEXMN & Total Petroleum Hydrocarbons

Event [a] Code	Sample [b] Code	Sample Date	Groundwater Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Field Parameter Data: Dissolved Oxygen (mg/L)	Analytical Results & Action Levels: Benzene (µg/L)	Toluene (µg/L)	Ethylbenzene (µg/L)	m,p-Xylene (µg/L)	o-Xylene (µg/L)	Total Xylene (µg/L)	MTBE (µg/L)	Naphthalene (µg/L)	TPH-GRO (mg/L)	TPH-DRO (mg/L)
								5	**1000**	**700**	**NL**	**NL**	**10000**	**40**	**1300**	**7.3**	**1.1**
Teton Texaco/Cache Chevron																	
MW-407																	
R12	FD	10/5/2007	6.64	6209.08	--		NM	**440**	6.3	2.4	130	<1	NA	30	7	0.86	NA
R13	N	5/15/2008	5.76	6209.96	--		2.41	**56**	<1	<1	NA	NA	<10	3.3	<20	<0.5	<0.5
R14	N	10/2/2008	3.00	6212.72	--		NM	**24.9**	<1	<1	NA	NA	<3	2.5	<20	<0.5	<0.5
R14	FD	10/2/2008	3.00	6212.72	--		NM	**24.9**	<1	<1	NA	NA	<3	2.4	<20	<0.5	<0.5
R15	N	5/14/2009	5.67	6210.05	--		1.39	**57.8**	<1	<1	NA	NA	<3	1.9	<20	<0.5	<0.5
R16	N	9/24/2009	6.81	6208.91	--	Slight odor	1.6	**352**	5.3	1.2	NA	NA	6.4	17	<20	<0.5	<0.5
R16	FD	9/24/2009	6.81	6208.91	--	Slight odor	1.6	**332**	5.3	1.3	NA	NA	10.9	16.6	<20	0.54	<0.5
R17	N	5/20/2010	6.29	6209.43	--	Purged dry at 1.75 gallons	1.54	**184**	4	1.4	NA	NA	84.5	3.9	<20	1.05	0.59
R18	N	10/15/2010	7.37	6208.35	--	Degraded fuel odor	3.4	**177**	2.7	1.7	NA	NA	42.1	8.1	<20	<0.5	<0.5
R19	N	7/13/2011	6.80	6208.92	--		1.6	**180**	3.4	1.7	NA	NA	66.9	4.4	<20	0.687	<0.49
R20	N	8/7/2012	6.86	6208.86	--	Slight hydrocarbon odor	1.97	**221**	7.3	3	NA	NA	317	8	<20	2.48	<0.51
R21	N	8/1/2013	6.79	6208.93	--	Purged dry at 2.5 gallons	1.39	**80**	<1	<1	NA	NA	3.7	3	<20	<0.5	<0.5
R22	N	8/12/2014	6.55	6209.17	--		0.44	**129**	1.9	1.4	NA	NA	127	<1	<20	1.06	0.68
R24	N	10/7/2015	6.24	6209.48	--		1.13	**654**	1.5	<0.18	NA	NA	74.7	8	<0.5	2.95	0.54
R26	N	10/21/2016	6.30	6209.42	--		4.65	<2	<5	<5	NA	NA	<5	<2	<5	<0.5	<0.5
MW-408																	
BL	N	9/12/2001	4.61	6209.83	--		0.1	**7**	<5	<5	<5	<5	NA	<5	<5	0.034	NA
R1	N	5/6/2002	4.44	6210	--		NM	**5**	<1	<1	NA	NA	<3	<1	<2	0.024	NA
R2	N	11/4/2002	4.82	6209.62	--		1.1	2	<1	<1	NA	NA	<3	<1	<2	0.037	NA
R3	N	4/30/2003	4.67	6209.77	--		NM	2	<1	<1	NA	NA	<3	<1	<5	0.031	NA
R4	N	10/1/2003	5.09	6209.35	--		0	<1	<1	<1	NA	NA	<3	<1	<5	<0.02	NA
R5	N	5/20/2004	4.15	6210.29	--		0.56	3.3	<1	<1	<2	<1	NA	<1	<5	<0.02	NA
R6	N	10/4/2004	5.05	6209.39	--		1.21	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	NA
R7	N	5/14/2005	3.88	6210.56	--		2.11	1	<1	<1	<2	<1	NA	<1	<5	<0.02	NA
R8	N	10/5/2005	NM	NM	--	No Sample Taken, Well Not Accessible	NM	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/7/2006	4.50	6209.94	--		1.472	<1	<1	<1	<2	<1	NA	<1	<5	0.061	NA
R10	N	9/26/2006	4.55	6209.89	--		3.46	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	NA
R11	N	5/23/2007	5.13	6209.31	--		1.13	<1	<1	<1	<2	<1	NA	<1	<5	0.025	NA
R12	N	10/5/2007	NM	NM	--	No Sample Taken, Well Destroyed	NM	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-509																	
R2	N	11/5/2002	6.44	6209.12	--		0	<1	<1	<1	NA	NA	20	<1	<2	0.023	NA
R3	N	5/1/2003	6.11	6209.45	--		NM	<1	<1	<1	NA	NA	17	<1	<5	0.037	NA
R4	N	10/1/2003	5.86	6209.7	--		0	<1	<1	<1	NA	NA	11	<1	<5	<0.02	NA
R5	N	5/20/2004	5.62	6209.94	--		0	<1	<1	<1	2.3	<1	NA	<1	<5	<0.02	NA
R6	N	10/4/2004	5.21	6210.35	--		0	<1	<1	<1	2.2	<1	NA	<1	<5	0.044	NA
R7	N	5/14/2005	4.69	6210.87	--		0	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	NA
R8	N	10/5/2005	4.83	6210.74	--		0.21	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	NA

Table 7-1: Teton Texaco/Cache Chevron Sampling Data - BTEXMN & Total Petroleum Hydrocarbons

Event [a] Code	Sample [b] Code	Sample Date	Groundwater Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Field Parameter Data: Dissolved Oxygen (mg/L)	Analytical Results & Action Levels: Benzene (µg/L)	Toluene (µg/L)	Ethylbenzene (µg/L)	m,p-Xylene (µg/L)	o-Xylene (µg/L)	Total Xylene (µg/L)	MTBE (µg/L)	Naphthalene (µg/L)	TPH-GRO (mg/L)	TPH-DRO (mg/L)
								5	**1000**	**700**	**NL**	**NL**	**10000**	**40**	**1300**	**7.3**	**1.1**
Teton Texaco/Cache Chevron																	
MW-509																	
R9	N	5/8/2006	NM	NM	--		0.6	<1	<1	<1	<2	<1	NA	<1	<5	0.023	NA
R9	N	5/8/2006	4.98	6210.58	--		0.6	<1	<1	<1	<2	<1	NA	<1	<5	0.023	NA
R9	FD	5/8/2006	NM	NM	--		NM	<1	<1	<1	<2	<1	NA	<1	<5	0.021	NA
R9	FD	5/8/2006	4.98	6210.58	--		NM	<1	<1	<1	<2	<1	NA	<1	<5	0.021	NA
R10	N	9/27/2006	5.05	6210.51	--		1.16	<1	<1	<1	<2	<1	NA	<1	<5	<0.02	NA
R11	N	5/23/2007	5.09	6210.47	--		0.56	<1	<1	<1	<2	<1	NA	<1	<5	0.066	NA
R12	N	10/3/2007	5.34	6210.22	--		1.04	<1	<1	<1	<2	<1	NA	<1	<5	0.024	NA
R13	N	5/15/2008	5.49	6210.07	--		1.17	<1	<1	<1	NA	NA	<10	<1	<20	<0.5	<0.62
R14	N	10/1/2008	6.03	6209.53	--		1.18	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R15	N	5/13/2009	5.47	6210.09	--		0.98	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R16	N	9/25/2009	6.30	6209.26	--		0.78	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R17	N	5/12/2010	5.75	6209.81	--		1.41	1.4	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.53
R18	N	10/15/2010	6.52	6209.04	--		3.37	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R18	FD	10/15/2010	6.52	6209.04	--		3.37	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	NA
R19	N	7/12/2011	6.42	6209.14	--		0.82	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.53
R20	N	8/6/2012	6.77	6208.79	--		1.34	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R21	N	8/1/2013	6.97	6208.59	--		0.9	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R22	N	8/12/2014	7.11	6208.45	--		1.12	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R22	FD	8/12/2014	7.11	6208.45	--		1.12	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R24	N	10/6/2015	6.32	6209.24	--		0.95	<0.06	<0.17	<0.18	NA	NA	<0.42	<0.06	<0.5	<0.25	<0.26
MW-TT-1																	
R2	N	11/5/2002	5.88	6210.09	--		5.55	1	1	<1	NA	NA	<3	<1	<2	0.21	NA
R3	N	5/1/2003	5.57	6210.4	--		NM	1	1	<1	NA	NA	6	<1	<5	0.14	NA
R4	N	10/1/2003	5.85	6210.12	0.05		0	<1	<1	<1	NA	NA	<3	<1	<5	0.1	NA
R5	N	5/20/2004	5.24	6210.73	--		0	<1	<1	<1	<2	<1	NA	<1	<5	0.046	NA
R5	FD	5/20/2004	5.24	6210.73	--		NM	<1	<1	<1	<2	<1	NA	<1	<5	0.052	NA
R6	N	10/4/2004	5.15	6210.82	--		2.6	<1	<1	<1	<2	<1	NA	<1	<5	0.047	<0.5
R7	N	5/14/2005	4.01	6211.96	--		0.97	<1	<1	<1	<2	<1	NA	<1	<5	0.032	NA
R8	N	10/5/2005	4.65	6211.32	--		0	<1	<1	<1	<2	<1	NA	<1	<5	0.049	NA
R9	N	5/9/2006	4.22	6211.75	--		1.192	<1	<1	<1	<2	<1	NA	<1	<5	0.062	**3.9**
R10	N	9/26/2006	4.79	6211.18	--		1.81	<1	<1	<1	<2	<1	NA	<1	<5	0.049	NA
R11	N	5/23/2007	4.67	6211.3	--		0.57	4.7	<1	<1	<2	<1	NA	<1	<5	0.14	NA
R12	N	10/3/2007	5.20	6210.77	--		2.08	**54**	<1	<1	<2	<1	NA	<1	<5	0.11	NA
R13	N	5/15/2008	4.90	6211.07	--		2.03	**8.2**	<1	<1	NA	NA	<10	<1	<20	<0.5	<0.5
R14	N	10/1/2008	5.57	6210.4	--		1.36	**9.7**	37.9	<1	NA	NA	<3	<1	<20	<0.5	**1.9**
R15	N	5/13/2009	NM	NM	--		2.38	**5.5**	18.3	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R16	N	9/24/2009	4.52	6211.45	--	Hydrocarbon odor	1.36	**5.5**	6.6	<1	NA	NA	<3	<1	<20	<0.5	<0.5

Table 7-1: Teton Texaco/Cache Chevron Sampling Data - BTEXMN & Total Petroleum Hydrocarbons

Event [a] Code	Sample [b] Code	Sample Date	Groundwater Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Field Parameter Data: Dissolved Oxygen (mg/L)	Analytical Results & Action Levels: Benzene (µg/L)	Toluene (µg/L)	Ethylbenzene (µg/L)	m,p-Xylene (µg/L)	o-Xylene (µg/L)	Total Xylene (µg/L)	MTBE (µg/L)	Naphthalene (µg/L)	TPH-GRO (mg/L)	TPH-DRO (mg/L)
								5	**1000**	**700**	**NL**	**NL**	**10000**	**40**	**1300**	**7.3**	**1.1**
Teton Texaco/Cache Chevron																	
MW-TT-1																	
R17	N	5/12/2010	4.50	6211.47	--		1.94	3.2	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.52
R18	N	10/15/2010	6.61	6209.36	--		3.74	3.6	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R19	N	7/12/2011	5.49	6210.48	--		1.48	1.3	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R20	N	8/6/2012	6.06	6209.91	--		2.73	3.3	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R21	N	8/1/2013	6.49	6209.48	--	Purged dry at 2 gallons	1.74	1.3	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R22	N	8/11/2014	6.36	6209.61	--		1.39	<1	<1	<1	NA	NA	<3	<1	<20	<0.5	<0.5
R24	N	10/6/2015	5.98	6209.99	--	Slight hydrocarbon odor	1.55	<0.06	<0.17	<0.18	NA	NA	<0.42	<0.06	<0.5	<0.25	<0.25
R26	N	10/21/2016	5.49	6210.48	--	Slight hydrocarbon odor	2.2	<2	<5	<5	NA	NA	<5	<2	<5	<0.5	0.5
MW-TT-2																	
BL	N	9/12/2001	5.09	6211.14	--		0	**5300**	**1700**	**1000**	6000	1100	NA	<50	220	**17**	NA
R2	N	11/5/2002	5.32	6210.91	--		0	**5200**	**1400**	**870**	NA	NA	7100	<50	450	**11**	NA
R3	N	5/1/2003	5.66	6210.57	--		NM	**4000**	660	460	NA	NA	2800	<10	110	**11**	NA
R4	N	8/19/2003	5.04	6211.19	--	No Sample Taken	0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	N	9/18/2003	4.80	6211.43	--	No Sample Taken	0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	N	9/25/2003	4.69	6211.54	--	No Sample Taken	0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	N	10/21/2003	5.10	6211.13	--		0	**2000**	**1200**	420	NA	NA	3500	<10	71	**10**	NA
R5	N	5/20/2004	4.25	6211.98	--		0	**4300**	**1500**	**880**	4100	580	NA	<10	82	**16**	**2**
R6	N	10/4/2004	3.93	6212.3	--		0	**3800**	550	**860**	4100	710	NA	<50	<250	**14**	**2.6**
R7	N	5/14/2005	3.06	6213.17	--		0.32	**450**	120	79	370	84	NA	<10	<50	1.6	0.61
R8	N	10/5/2005	3.47	6212.76	--		0	**3100**	760	**700**	3700	570	NA	<5	140	**11**	**1.7**
R9	N	5/7/2006	NM	NM	--		0.824	**1000**	270	220	1300	270	NA	<5	62	5	**1.1**
R9	N	5/7/2006	3.56	6212.67	--		0.824	**1000**	270	220	1300	270	NA	<5	62	5	**1.1**
R9	FD	5/7/2006	NM	NM	--		NM	**1100**	270	230	1300	280	NA	<5	62	5	1
R9	FD	5/7/2006	3.56	6212.67	--		NM	**1100**	270	230	1300	280	NA	<5	62	5	1
R10	N	9/28/2006	3.88	6212.35	--		2.33	**2700**	660	**840**	3800	520	NA	<5	180	**12**	**1.6**
R11	N	5/22/2007	3.27	6212.96	--		1.15	**270**	72	66	300	63	NA	<5	<25	1.1	<0.5
R12	N	10/4/2007	4.12	6212.11	--		1.56	**2300**	430	530	2000	240	NA	<5	120	**7.4**	**1.7**
R13	N	5/15/2008	3.97	6212.26	--		1.71	**484**	140	70.5	NA	NA	368	<5	<100	3.76	<0.5
R14	N	10/1/2008	4.80	6211.43	--		NM	**3660**	578	**927**	NA	NA	4690	<20	<400	**16.6**	**2.6**
R15	N	5/13/2009	NM	NM	--	Hydrocarbon odor	1.22	**549**	70.5	49.8	NA	NA	392	<1	<20	1.54	<0.5
R15	FD	5/13/2009	NM	NM	--	Hydrocarbon odor	1.22	**570**	72.9	44.7	NA	NA	356	<1	<20	1.51	<0.5
R16	N	9/25/2009	4.97	6211.26	--	Strong hydrocarbon odor, sheen on purge	1.66	**2030**	638	**773**	NA	NA	3400	<10	<200	**21.8**	**2.3**
R17	N	5/12/2010	5.18	6211.05	--	Sheen	1.46	**1930**	489	643	NA	NA	3400	<20	<400	**25**	**4.7**
R18	N	10/15/2010	5.95	6210.28	--	Slight hydrocarbon odor, sheen	2.81	**2910**	315	298	NA	NA	4560	<20	<400	**40.1**	**5.1**
R19	N	7/12/2011	5.35	6210.88	--	Slight hydrocarbon odor	1.54	**2110**	317	436	NA	NA	2500	<20	<400	**16.4**	**2.9**
R20	N	8/6/2012	6.02	6210.21	--	Hydrocarbon odor, sheen	5.63	**2880**	232	**757**	NA	NA	3440	<10	<200	**20.6**	**2.3**
R21	N	7/30/2013	NM	NM	--	Not sampled, well destroyed	NM	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Table 7-1: Teton Texaco/Cache Chevron Sampling Data - BTEXMN & Total Petroleum Hydrocarbons

Event [a] Code	Sample [b] Code	Sample Date	Groundwater Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Field Parameter Data: Dissolved Oxygen (mg/L)	Analytical Results & Action Levels: Benzene (µg/L)	Toluene (µg/L)	Ethylbenzene (µg/L)	m,p-Xylene (µg/L)	o-Xylene (µg/L)	Total Xylene (µg/L)	MTBE (µg/L)	Naphthalene (µg/L)	TPH-GRO (mg/L)	TPH-DRO (mg/L)
								5	**1000**	**700**	**NL**	**NL**	**10000**	**40**	**1300**	**7.3**	**1.1**
Teton Texaco/Cache Chevron																	
MW-TT-2R																	
R23	N	5/7/2015	5.88	6210.88	--	Hydrocarbon odor	1.41	**3000**	96.5	425	NA	NA	1930	<1	95	**9.01**	**4**
R24	N	10/6/2015	5.83	6210.93	--	Hydrocarbon and mothball odor	1.14	**2320**	43.3	641	NA	NA	2010	<0.6	229	**19.8**	**3.9**
R24	FD	10/6/2015	5.83	6210.93	--	Hydrocarbon and mothball odor	1.14	**2340**	52	610	NA	NA	1900	<0.06	<10	**18.1**	**3.8**
R26	N	10/21/2016	5.42	6211.34	--	Hydrocarbon odor	1.65	**2500**	<50	440	NA	NA	620	<20	120	**17**	**2.1**
R26	FD	10/21/2016	5.42	6211.34	--	Hydrocarbon odor	1.65	**2500**	<50	420	NA	NA	590	<20	120	**17**	**2.2**

NM - Not Measured
NA - Not Analyzed
NL - No Action Level
mg/L - milligrams per Liter
µg/L - micrograms per Liter
[a] BL = Baseline, R1-R26 = Round 1 through Round 26, CR1=Closure Round 1
[b] N = Normal Sample, FD = Field Duplicate
GW: Groundwater
ft AMSL: feet Above Mean Sea Level
NOTE: Bold values indicate results that exceed the Wyoming Department of Environmental Quality Action Levels.

MTBE - Methyl tert-Butyl Ether
TPH-GRO - Gasoline Range Organics (nC6-nC10)
TPH-DRO - Diesel Range Organics (nC10-nC32)

Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

Event Code [a]	Sample Code [b]	Sample Date	Ground Water Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Analytical Results & Action Levels: Lead (mg/L)	Lead-Dissolved (mg/L)	Cadmium (mg/L)	Cadmium-Dissolved (mg/L)	Chromium (mg/L)	Chromium-Dissolved (mg/L)	DIPE (µg/L)	ETBE (µg/L)	TAME (µg/L)	TBA (µg/L)
							0.05	0.05	0.005	0.005	0.1	0.1	1200	190	130	220
Teton Texaco/Cache Chevron																
MW-016																
BL	N	9/11/2001	4.34	6211.62	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R1	N	5/7/2002	4.87	6211.09	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R2	N	11/4/2002	5.13	6210.83	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R3	N	4/30/2003	4.98	6210.98	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	N	10/1/2003	5.16	6210.80	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R5	N	5/20/2004	4.79	6211.17	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R6	N	10/4/2004	5.55	6210.41	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R7	N	5/14/2005	4.43	6211.53	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R8	N	10/5/2005	5.10	6210.86	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/7/2006	4.73	6211.23	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R10	N	9/26/2006	4.86	6211.10	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R11	N	5/22/2007	5.28	6210.68	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R12	N	10/5/2007	5.34	6210.62	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R13	N	5/15/2008	4.81	6211.15	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R14	N	10/2/2008	5.04	6210.92	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R15	N	5/14/2009	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R16	N	9/24/2009	4.75	6211.21	--	Slight hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R17	N	5/20/2010	4.66	6211.30	--	Purged dry at 0.25 gallons	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R18	N	10/15/2010	5.89	6210.07	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R19	N	7/13/2011	5.22	6210.74	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R20	N	8/7/2012	5.57	6210.39	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	N	8/1/2013	5.43	6210.53	--	Purged dry at 2.5 gallons	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R22	N	8/12/2014	5.35	6210.61	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R24	N	10/6/2015	4.71	6211.25	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-020																
BL	N	9/12/2001	5.03	6212.12	--			NA	NA	NA	NA	NA	NA	NA	NA	NA
R5	N	5/20/2004	5.20	6211.95	--		<0.1	NA	NA	NA	NA	NA	NA	NA	NA	NA
R6	N	10/4/2004	4.48	6212.67	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R6	FD	10/4/2004	4.48	6212.67	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R7	N	5/14/2005	3.62	6213.53	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R8	N	10/5/2005	4.02	6213.13	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/7/2006	4.32	6212.83	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R10	N	9/26/2006	4.30	6212.85	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R11	N	5/22/2007	4.12	6213.03	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R11	FD	5/22/2007	4.12	6213.03	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R12	N	10/4/2007	4.98	6212.17	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R13	N	5/15/2008	4.73	6212.42	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

Event Code [a]	Sample Code [b]	Sample Date	Ground Water Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Analytical Results & Action Levels: Lead (mg/L)	Lead-Dissolved (mg/L)	Cadmium (mg/L)	Cadmium-Dissolved (mg/L)	Chromium (mg/L)	Chromium-Dissolved (mg/L)	DIPE (µg/L)	ETBE (µg/L)	TAME (µg/L)	TBA (µg/L)
							0.05	0.05	0.005	0.005	0.1	0.1	1200	190	130	220
Teton Texaco/Cache Chevron																
MW-020																
R14	N	10/1/2008	5.09	6212.06	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R15	N	5/13/2009	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R16	N	9/25/2009	5.16	6211.99	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R17	N	5/12/2010	5.19	6211.96	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R18	N	10/15/2010	6.05	6211.10	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R19	N	7/12/2011	5.25	6211.90	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R19	FD	7/12/2011	5.25	6211.90	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R20	N	8/6/2012	5.99	6211.16	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	N	8/1/2013	6.04	6211.11	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R22	N	8/12/2014	6.05	6211.10	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R24	N	10/6/2015	5.56	6211.59	--	Hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R26	N	10/21/2016	5.15	6212.00	--	Slight hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-021																
BL	N	9/12/2001	5.36	6210.40	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R1	N	5/6/2002	4.54	6211.22	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R1	N	5/6/2002	4.54	6211.22	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R1	N	5/6/2002	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R1	N	5/6/2002	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R1	FD	5/6/2002	4.54	6211.22	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R1	FD	5/6/2002	4.54	6211.22	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R1	FD	5/6/2002	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R1	FD	5/6/2002	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R2	N	11/5/2002	5.18	6210.58	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R3	N	5/1/2003	5.15	6210.61	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R3	FD	5/1/2003	5.15	6210.61	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	N	10/1/2003	5.39	6210.37	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R5	N	5/20/2004	4.84	6210.92	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R6	N	10/4/2004	5.06	6210.70	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R7	N	5/14/2005	4.01	6211.75	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R8	N	10/5/2005	4.57	6211.19	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/7/2006	4.45	6211.31	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R10	N	9/27/2006	4.57	6211.19	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R10	N	9/27/2006	4.57	6211.19	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R10	N	9/27/2006	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R10	N	9/27/2006	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R10	FD	9/27/2006	4.57	6211.19	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R10	FD	9/27/2006	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

Event Code [a]	Sample Code [b]	Sample Date	Ground Water Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Analytical Results & Action Levels: Lead (mg/L)	Lead-Dissolved (mg/L)	Cadmium (mg/L)	Cadmium-Dissolved (mg/L)	Chromium (mg/L)	Chromium-Dissolved (mg/L)	DIPE (µg/L)	ETBE (µg/L)	TAME (µg/L)	TBA (µg/L)
							0.05	0.05	0.005	0.005	0.1	0.1	1200	190	130	220
Teton Texaco/Cache Chevron																
MW-021																
R10	FD	9/27/2006	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R10	FD	9/27/2006	4.57	6211.19	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R11	N	5/23/2007	4.96	6210.80	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R12	N	10/4/2007	5.07	6210.69	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R13	N	5/15/2008	4.70	6211.06	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R14	N	10/1/2008	4.96	6210.80	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R15	N	5/13/2009	3.73	6212.03	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R16	N	9/24/2009	4.67	6211.09	--	Hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R17	N	5/12/2010	4.53	6211.23	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R18	N	10/15/2010	6.22	6209.54	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R19	N	7/12/2011	5.05	6210.71	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R20	N	8/6/2012	5.62	6210.14	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	N	8/1/2013	5.42	6210.34	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R22	N	8/11/2014	5.38	6210.38	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R24	N	10/6/2015	5.35	6210.41	--	Slight hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R26	N	10/21/2016	4.89	6210.87	--	Slight hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-022																
BL	N	9/12/2001	5.95	6209.80	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R1	N	5/6/2002	4.80	6210.95	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R2	N	11/5/2002	5.82	6209.93	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R3	N	5/1/2003	4.90	6210.85	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	N	10/1/2003	4.78	6210.97	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R5	N	5/20/2004	4.31	6211.44	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R6	N	10/4/2004	3.93	6211.82	--	No Sample Taken, Well Broken, Now MW-022a	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-022A																
R7	N	7/14/2005	4.12	6211.73	--	Formerly MW-022	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R8	N	10/5/2005	3.64	6212.21	--	Formerly MW-022	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/9/2006	3.56	6212.29	--	Formerly MW-022	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R10	N	9/26/2006	4.00	6211.85	--	Formerly MW-022. Purged dry after 2 gallons	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R11	N	5/22/2007	3.59	6212.26	--	Formerly MW-022. Purged dry after 2 gallons	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R12	N	10/3/2007	4.19	6211.66	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R13	N	5/15/2008	4.21	6211.64	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R14	N	10/1/2008	5.10	6210.75	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R15	N	5/13/2009	4.32	6211.53	--	Hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R16	N	9/24/2009	5.33	6210.52	--	Hydrocarbon odor, sheen. Purged dry at 2 gallons	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R17	N	5/12/2010	5.65	6210.20	--	Purged dry at 1.75 gallons	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R18	N	10/15/2010	5.70	6210.15	--	Purged dry at 1.5 gallons	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

Event Code [a]	Sample Code [b]	Sample Date	Ground Water Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Analytical Results & Action Levels: Lead (mg/L)	Lead-Dissolved (mg/L)	Cadmium (mg/L)	Cadmium-Dissolved (mg/L)	Chromium (mg/L)	Chromium-Dissolved (mg/L)	DIPE (µg/L)	ETBE (µg/L)	TAME (µg/L)	TBA (µg/L)
							0.05	0.05	0.005	0.005	0.1	0.1	1200	190	130	220
Teton Texaco/Cache Chevron																
MW-022A																
R19	N	7/12/2011	6.02	6209.83	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R20	N	8/6/2012	6.59	6209.26	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	N	8/1/2013	NM	NM	--	Not sampled, well destroyed during construction/excavation	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-022R																
R23	N	5/7/2015	5.79	6210.86	--	Hydrocarbon odor	NA	NA	NA	NA	NA	NA	<1	<1	<1	<20
R24	N	10/6/2015	5.79	6210.86	--	Strong hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R26	N	10/21/2016	6.43	6210.22	--	Hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-023																
BL	N	9/12/2001	5.00	6209.96	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
BL	FD	9/12/2001	5.00	6209.96	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R1	N	5/6/2002	4.42	6210.54	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R2	N	11/5/2002	5.04	6209.92	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R3	N	5/1/2003	5.02	6209.94	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	N	10/1/2003	5.24	6209.72	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	FD	10/1/2003	5.24	6209.72	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R5	N	5/20/2004	4.81	6210.15	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R6	N	10/4/2004	4.95	6210.01	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R7	N	5/14/2005	4.01	6210.95	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R8	N	10/5/2005	4.65	6210.31	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R8	FD	10/5/2005	4.65	6210.31	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/7/2006	4.30	6210.66	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R10	N	9/26/2006	5.45	6209.51	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R11	N	5/23/2007	4.73	6210.23	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R12	N	10/3/2007	4.82	6210.14	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R13	N	5/15/2008	4.57	6210.39	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R13	FD	5/15/2008	4.57	6210.39	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R14	N	10/1/2008	4.88	6210.08	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R15	N	5/13/2009	3.37	6211.59	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R16	N	9/25/2009	4.03	6210.93	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R16	FD	9/25/2009	4.03	6210.93	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R17	N	5/12/2010	4.04	6210.92	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R18	N	10/15/2010	6.50	6208.46	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R18	FD	10/15/2010	6.50	6208.46	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R19	N	7/12/2011	5.09	6209.87	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R20	N	8/6/2012	5.63	6209.33	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	N	8/1/2013	5.79	6209.17	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R22	N	8/11/2014	5.63	6209.33	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

Event Code [a]	Sample Code [b]	Sample Date	Ground Water Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Analytical Results & Action Levels: Lead (mg/L)	Lead-Dissolved (mg/L)	Cadmium (mg/L)	Cadmium-Dissolved (mg/L)	Chromium (mg/L)	Chromium-Dissolved (mg/L)	DIPE (µg/L)	ETBE (µg/L)	TAME (µg/L)	TBA (µg/L)
							0.05	0.05	0.005	0.005	0.1	0.1	1200	190	130	220
Teton Texaco/Cache Chevron																
MW-023																
R24	N	10/6/2015	5.32	6209.64	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R26	N	10/21/2016	4.63	6210.33	--	Slight hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-025																
BL	N	9/12/2001	5.34	6211.06	--		<0.02	NA	NA	NA	NA	NA	NA	NA	NA	NA
R1	N	5/6/2002	3.98	6212.42	--		<0.1	NA	NA	NA	NA	NA	NA	NA	NA	NA
R2	N	11/5/2002	5.02	6211.38	--		<0.1	NA	NA	NA	NA	NA	NA	NA	NA	NA
R2	FD	11/5/2002	5.02	6211.38	--		<0.1	NA	NA	NA	NA	NA	NA	NA	NA	NA
R3	N	5/1/2003	4.52	6211.88	--		<0.1	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	N	10/1/2003	4.58	6211.82	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R5	N	5/20/2004	3.99	6212.41	--		<0.1	NA	NA	NA	NA	NA	NA	NA	NA	NA
R6	N	10/4/2004	4.13	6212.27	--		NA	<0.1	NA	NA	NA	NA	NA	NA	NA	NA
R7	N	5/14/2005	3.20	6213.20	--		NA	<0.1	NA	NA	NA	NA	NA	NA	NA	NA
R8	N	10/5/2005	3.65	6212.75	--		NA	<0.1	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/9/2006	3.68	6212.72	--		NA	<0.05	NA	NA	NA	NA	NA	NA	NA	NA
R10	N	9/27/2006	3.90	6212.50	--		NA	<0.05	NA	NA	NA	NA	NA	NA	NA	NA
R11	N	5/22/2007	3.47	6212.93	--		NA	<0.05	NA	NA	NA	NA	NA	NA	NA	NA
R12	N	10/4/2007	4.32	6212.08	--		NA	<0.05	NA	NA	NA	NA	NA	NA	NA	NA
R13	N	5/15/2008	4.08	6212.32	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R14	N	10/1/2008	4.80	6211.60	--	Hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R15	N	5/13/2009	3.83	6212.57	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R16	N	9/25/2009	4.92	6211.48	--	Strong hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R17	N	5/12/2010	5.01	6211.39	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R18	N	10/15/2010	5.91	6210.49	--	Slight hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R19	N	7/10/2011	5.12	6211.28	--	Slight hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R20	N	8/6/2012	5.85	6210.55	--	Slight hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	N	8/1/2013	5.98	6210.42	--	Degraded fuel odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R22	N	8/12/2014	6.06	6210.34	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R24	N	10/6/2015	5.28	6211.12	--	Hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R26	N	10/21/2016	5.44	6210.96	--	Hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-029																
R20	N	8/6/2012	6.84	6206.90	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	N	8/1/2013	7.15	6206.59	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R22	N	8/12/2014	7.54	6206.20	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R24	N	10/6/2015	6.42	6207.32	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R26	N	10/21/2016	7.13	6206.61	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-030																
R20	N	8/7/2012	6.08	6207.11	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

Event Code [a]	Sample Code [b]	Sample Date	Ground Water Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Analytical Results & Action Levels: Lead (mg/L)	Lead-Dissolved (mg/L)	Cadmium (mg/L)	Cadmium-Dissolved (mg/L)	Chromium (mg/L)	Chromium-Dissolved (mg/L)	DIPE (µg/L)	ETBE (µg/L)	TAME (µg/L)	TBA (µg/L)
							0.05	0.05	0.005	0.005	0.1	0.1	1200	190	130	220
Teton Texaco/Cache Chevron																
MW-030																
R21	N	8/1/2013	6.32	6206.87	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-034																
R20	N	8/6/2012	4.45	6208.57	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	N	8/1/2013	4.69	6208.33	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R22	N	8/12/2014	5.10	6207.92	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R24	N	10/6/2015	5.17	6207.85	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R26	N	10/21/2016	5.63	6207.39	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-152																
R13	N	5/15/2008	2.91	6209.27	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R20	N	8/9/2012	4.84	6207.34	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	N	8/1/2013	4.65	6207.53	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	FD	8/1/2013	4.65	6207.53	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R22	N	8/12/2014	3.99	6208.19	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R24	N	10/6/2015	3.85	6208.33	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-300																
BL	N	9/12/2001	6.36	6209.99	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R1	N	5/6/2002	5.26	6211.09	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R2	N	11/5/2002	6.30	6210.05	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R3	N	5/1/2003	5.36	6210.99	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	N	10/1/2003	5.20	6211.15	0.01		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R5	N	5/20/2004	4.65	6211.70	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R6	N	10/4/2004	4.24	6212.11	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R7	N	5/14/2005	3.39	6212.96	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R8	N	10/5/2005	3.75	6212.60	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/8/2006	3.75	6212.60	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R10	N	9/26/2006	4.17	6212.18	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R11	N	5/23/2007	3.78	6212.57	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R12	N	10/4/2007	4.25	6212.10	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R13	N	5/15/2008	4.00	6212.35	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R14	N	10/1/2008	5.30	6211.05	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R15	N	5/13/2009	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R16	N	9/24/2009	5.31	6211.04	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R17	N	5/12/2010	5.73	6210.62	--	Old fuel odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R17	FD	5/12/2010	5.73	6210.62	--	Old fuel odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R18	N	10/15/2010	6.50	6209.85	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R19	N	7/12/2011	6.27	6210.08	--	Hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R20	N	8/6/2012	6.83	6209.52	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

Event Code [a]	Sample Code [b]	Sample Date	Ground Water Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Analytical Results & Action Levels: Lead (mg/L)	Lead-Dissolved (mg/L)	Cadmium (mg/L)	Cadmium-Dissolved (mg/L)	Chromium (mg/L)	Chromium-Dissolved (mg/L)	DIPE (µg/L)	ETBE (µg/L)	TAME (µg/L)	TBA (µg/L)
							0.05	0.05	0.005	0.005	0.1	0.1	1200	190	130	220
Teton Texaco/Cache Chevron																
MW-300																
R20	FD	8/6/2012	6.83	6209.52	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	N	8/1/2013	7.03	6209.32	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R22	N	8/11/2014	7.16	6209.19	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R22	FD	8/11/2014	7.16	6209.19	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R24	N	10/6/2015	6.56	6209.79	--	Hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R26	N	10/21/2016	6.21	6210.14	--	Slight hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-301																
BL	N	9/11/2001	5.24	6208.08	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R6	N	10/4/2004	5.05	6208.27	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R7	N	5/14/2005	4.59	6208.73	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R7	FD	5/14/2005	4.59	6208.73	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R8	N	10/5/2005	4.79	6208.53	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/7/2006	5.04	6208.28	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R10	N	9/26/2006	4.85	6208.47	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R11	N	5/22/2007	5.02	6208.30	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R12	N	10/4/2007	5.17	6208.15	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R13	N	5/15/2008	5.37	6207.95	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R14	N	10/2/2008	5.49	6207.83	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R15	N	5/14/2009	5.23	6208.09	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R16	N	9/24/2009	5.38	6207.94	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R17	N	5/20/2010	5.29	6208.03	--	Purged dry at 2 gallons	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R17	FD	5/20/2010	5.29	6208.03	--	Purged dry at 2 gallons	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R19	N	7/13/2011	5.50	6207.82	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R20	N	8/6/2012	5.60	6207.72	--	Slight hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	N	8/1/2013	5.32	6208.00	--	Purged dry at 2.25 gallons	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R22	N	8/12/2014	5.55	6207.77	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R24	N	10/7/2015	5.33	6207.99	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R26	N	10/21/2016	4.96	6208.36	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-375																
BL	N	9/12/2001	5.34		--	Well Not Surveyed	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R19	N	7/14/2011	5.70		--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R20	N	8/6/2012	NM	NM	--	No Sample Taken, Dry	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	N	8/1/2013	NM	NM	--	No Sample Taken, Dry	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R22	N	8/11/2014	NM	NM	--	No Sample Taken, Dry	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R24	N	10/6/2015	4.76		--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-406																
BL	N	9/11/2001	2.55	6214.03	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

Event Code [a]	Sample Code [b]	Sample Date	Ground Water Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Analytical Results & Action Levels: Lead (mg/L)	Lead-Dissolved (mg/L)	Cadmium (mg/L)	Cadmium-Dissolved (mg/L)	Chromium (mg/L)	Chromium-Dissolved (mg/L)	DIPE (µg/L)	ETBE (µg/L)	TAME (µg/L)	TBA (µg/L)
							0.05	0.05	0.005	0.005	0.1	0.1	1200	190	130	220
Teton Texaco/Cache Chevron																
MW-406																
BL	FD	9/11/2001	2.55	6214.03	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R1	N	5/7/2002	5.14	6211.44	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R2	N	11/4/2002	5.55	6211.03	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R3	N	4/30/2003	5.42	6211.16	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	N	10/1/2003	5.41	6211.17	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R5	N	5/20/2004	2.96	6213.62	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R6	N	10/4/2004	5.66	6210.92	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R7	N	5/14/2005	3.35	6213.23	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R8	N	10/5/2005	5.95	6210.63	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/7/2006	3.51	6213.07	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/7/2006	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/7/2006	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/7/2006	3.51	6213.07	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	FD	5/7/2006	3.51	6213.07	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	FD	5/7/2006	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	FD	5/7/2006	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	FD	5/7/2006	3.51	6213.07	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R10	N	9/26/2006	5.25	6211.33	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R11	N	5/22/2007	5.87	6210.71	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R12	N	10/5/2007	5.79	6210.79	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R13	N	5/15/2008	5.24	6211.34	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R13	FD	5/15/2008	5.24	6211.34	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R14	N	10/2/2008	5.26	6211.32	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R15	N	5/14/2009	5.03	6211.55	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R16	N	9/24/2009	9.21	6207.37	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R17	N	5/20/2010	5.69	6210.89	--	Purged dry at 1.5 gallons	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R18	N	10/15/2010	6.61	6209.97	--	Purged dry at 2.5 gallons	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R19	N	7/13/2011	6.21	6210.37	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R20	N	8/6/2012	6.25	6210.33	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	N	8/1/2013	6.27	6210.31	--	Purged dry at 2 gallons	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R22	N	8/12/2014	5.93	6210.65	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R24	N	10/6/2015	5.39	6211.19	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R24	FD	10/6/2015	5.39	6211.19	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-407																
BL	N	9/11/2001	5.67	6210.05	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R1	N	5/7/2002	5.90	6209.82	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R1	FD	5/7/2002	5.90	6209.82	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

Event Code [a]	Sample Code [b]	Sample Date	Ground Water Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Analytical Results & Action Levels: Lead (mg/L)	Lead-Dissolved (mg/L)	Cadmium (mg/L)	Cadmium-Dissolved (mg/L)	Chromium (mg/L)	Chromium-Dissolved (mg/L)	DIPE (µg/L)	ETBE (µg/L)	TAME (µg/L)	TBA (µg/L)
							0.05	0.05	0.005	0.005	0.1	0.1	1200	190	130	220
Teton Texaco/Cache Chevron																
MW-407																
R2	N	11/4/2002	6.47	6209.25	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R3	N	4/30/2003	6.45	6209.27	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	N	10/1/2003	6.18	6209.54	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R5	N	5/20/2004	6.01	6209.71	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R6	N	10/4/2004	6.79	6208.93	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R6	FD	10/4/2004	6.79	6208.93	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R7	N	5/14/2005	5.50	6210.22	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R8	N	10/5/2005	6.50	6209.22	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/7/2006	6.18	6209.54	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R10	N	9/26/2006	6.45	6209.27	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R11	N	5/22/2007	6.43	6209.29	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R12	N	10/5/2007	6.64	6209.08	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R12	FD	10/5/2007	6.64	6209.08	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R13	N	5/15/2008	5.76	6209.96	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R14	N	10/2/2008	3.00	6212.72	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R14	FD	10/2/2008	3.00	6212.72	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R15	N	5/14/2009	5.67	6210.05	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R16	N	9/24/2009	6.81	6208.91	--	Slight odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R16	FD	9/24/2009	6.81	6208.91	--	Slight odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R17	N	5/20/2010	6.29	6209.43	--	Purged dry at 1.75 gallons	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R18	N	10/15/2010	7.37	6208.35	--	Degraded fuel odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R19	N	7/13/2011	6.80	6208.92	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R20	N	8/7/2012	6.86	6208.86	--	Slight hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	N	8/1/2013	6.79	6208.93	--	Purged dry at 2.5 gallons	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R22	N	8/12/2014	6.55	6209.17	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R24	N	10/7/2015	6.24	6209.48	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R26	N	10/21/2016	6.30	6209.42	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-408																
BL	N	9/12/2001	4.61	6209.83	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R1	N	5/6/2002	4.44	6210.00	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R2	N	11/4/2002	4.82	6209.62	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R3	N	4/30/2003	4.67	6209.77	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	N	10/1/2003	5.09	6209.35	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R5	N	5/20/2004	4.15	6210.29	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R6	N	10/4/2004	5.05	6209.39	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R7	N	5/14/2005	3.88	6210.56	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R8	N	10/5/2005	NM	NM	--	No Sample Taken, Well Not Accessible	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

Event Code [a]	Sample Code [b]	Sample Date	Ground Water Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Analytical Results & Action Levels: Lead (mg/L)	Lead-Dissolved (mg/L)	Cadmium (mg/L)	Cadmium-Dissolved (mg/L)	Chromium (mg/L)	Chromium-Dissolved (mg/L)	DIPE (µg/L)	ETBE (µg/L)	TAME (µg/L)	TBA (µg/L)
							0.05	0.05	0.005	0.005	0.1	0.1	1200	190	130	220
Teton Texaco/Cache Chevron																
MW-408																
R9	N	5/7/2006	4.50	6209.94	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R10	N	9/26/2006	4.55	6209.89	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R11	N	5/23/2007	5.13	6209.31	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R12	N	10/5/2007	NM	NM	--	No Sample Taken, Well Destroyed	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-509																
R2	N	11/5/2002	6.44	6209.12	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R3	N	5/1/2003	6.11	6209.45	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	N	10/1/2003	5.86	6209.70	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R5	N	5/20/2004	5.62	6209.94	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R6	N	10/4/2004	5.21	6210.35	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R7	N	5/14/2005	4.69	6210.87	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R8	N	10/5/2005	4.83	6210.74	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/8/2006	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/8/2006	4.98	6210.58	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/8/2006	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/8/2006	4.98	6210.58	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	FD	5/8/2006	4.98	6210.58	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/8/2006	4.98	6210.58	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	FD	5/8/2006	4.98	6210.58	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	FD	5/8/2006	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	FD	5/8/2006	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R10	N	9/27/2006	5.05	6210.51	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R11	N	5/23/2007	5.09	6210.47	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R12	N	10/3/2007	5.34	6210.22	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R13	N	5/15/2008	5.49	6210.07	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R14	N	10/1/2008	6.03	6209.53	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R15	N	5/13/2009	5.47	6210.09	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R16	N	9/25/2009	6.30	6209.26	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R17	N	5/12/2010	5.75	6209.81	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R18	N	10/15/2010	6.52	6209.04	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R18	FD	10/15/2010	6.52	6209.04	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R19	N	7/12/2011	6.42	6209.14	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R20	N	8/6/2012	6.77	6208.79	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	N	8/1/2013	6.97	6208.59	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R22	N	8/12/2014	7.11	6208.45	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R22	FD	8/12/2014	7.11	6208.45	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R24	N	10/6/2015	6.32	6209.24	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

Event Code [a]	Sample Code [b]	Sample Date	Ground Water Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Analytical Results & Action Levels: Lead (mg/L)	Lead-Dissolved (mg/L)	Cadmium (mg/L)	Cadmium-Dissolved (mg/L)	Chromium (mg/L)	Chromium-Dissolved (mg/L)	DIPE (µg/L)	ETBE (µg/L)	TAME (µg/L)	TBA (µg/L)
							0.05	0.05	0.005	0.005	0.1	0.1	1200	190	130	220
Teton Texaco/Cache Chevron																
MW-TT-1																
R2	N	11/5/2002	5.88	6210.09	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R3	N	5/1/2003	5.57	6210.40	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	N	10/1/2003	5.85	6210.12	0.05		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R5	N	5/20/2004	5.24	6210.73	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R5	FD	5/20/2004	5.24	6210.73	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R6	N	10/4/2004	5.15	6210.82	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R7	N	5/14/2005	4.01	6211.96	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R8	N	10/5/2005	4.65	6211.32	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/9/2006	4.22	6211.75	--		NA	NA	NA	NA	NA	NA	NA	<5	<5	<50
R10	N	9/26/2006	4.79	6211.18	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R11	N	5/23/2007	4.67	6211.30	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R12	N	10/3/2007	5.20	6210.77	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R13	N	5/15/2008	4.90	6211.07	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R14	N	10/1/2008	5.57	6210.40	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R15	N	5/13/2009	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R16	N	9/24/2009	4.52	6211.45	--	Hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R17	N	5/12/2010	4.50	6211.47	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R18	N	10/15/2010	6.61	6209.36	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R19	N	7/12/2011	5.49	6210.48	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R20	N	8/6/2012	6.06	6209.91	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	N	8/1/2013	6.49	6209.48	--	Purged dry at 2 gallons	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R22	N	8/11/2014	6.36	6209.61	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R24	N	10/6/2015	5.98	6209.99	--	Slight hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R26	N	10/21/2016	5.49	6210.48	--	Slight hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-TT-2																
BL	N	9/12/2001	5.09	6211.14	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R2	N	11/5/2002	5.32	6210.91	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R3	N	5/1/2003	5.66	6210.57	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	N	8/19/2003	5.04	6211.19	--	No Sample Taken	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	N	9/18/2003	4.80	6211.43	--	No Sample Taken	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	N	9/25/2003	4.69	6211.54	--	No Sample Taken	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R4	N	10/21/2003	5.10	6211.13	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R5	N	5/20/2004	4.25	6211.98	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R6	N	10/4/2004	3.93	6212.30	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R7	N	5/14/2005	3.06	6213.17	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R8	N	10/5/2005	3.47	6212.76	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/7/2006	3.56	6212.67	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

Event [a] Code	Sample [b] Code	Sample Date	Ground Water Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Analytical Results & Action Levels: Lead (mg/L)	Lead-Dissolved (mg/L)	Cadmium (mg/L)	Cadmium-Dissolved (mg/L)	Chromium (mg/L)	Chromium-Dissolved (mg/L)	DIPE (µg/L)	ETBE (µg/L)	TAME (µg/L)	TBA (µg/L)
							0.05	0.05	0.005	0.005	0.1	0.1	1200	190	130	220
Teton Texaco/Cache Chevron																
MW-TT-2																
R9	N	5/7/2006	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/7/2006	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	N	5/7/2006	3.56	6212.67	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	FD	5/7/2006	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	FD	5/7/2006	3.56	6212.67	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	FD	5/7/2006	3.56	6212.67	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R9	FD	5/7/2006	NM	NM	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R10	N	9/28/2006	3.88	6212.35	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R11	N	5/22/2007	3.27	6212.96	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R12	N	10/4/2007	4.12	6212.11	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R13	N	5/15/2008	3.97	6212.26	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R14	N	10/1/2008	4.80	6211.43	--		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R15	N	5/13/2009	NM	NM	--	Hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R15	FD	5/13/2009	NM	NM	--	Hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R16	N	9/25/2009	4.97	6211.26	--	Strong hydrocarbon odor, sheen on purge	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R17	N	5/12/2010	5.18	6211.05	--	Sheen	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R18	N	10/15/2010	5.95	6210.28	--	Slight hydrocarbon odor, sheen	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R19	N	7/12/2011	5.35	6210.88	--	Slight hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R20	N	8/6/2012	6.02	6210.21	--	Hydrocarbon odor, sheen	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R21	N	7/30/2013	NM	NM	--	Not sampled, well destroyed	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-TT-2R																
R23	N	5/7/2015	5.88	6210.88	--	Hydrocarbon odor	NA	NA	NA	NA	NA	NA	<1	<1	<1	<20
R24	N	10/6/2015	5.83	6210.93	--	Hydrocarbon and mothball odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R24	FD	10/6/2015	5.83	6210.93	--	Hydrocarbon and mothball odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R26	N	10/21/2016	5.42	6211.34	--	Hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
R26	FD	10/21/2016	5.42	6211.34	--	Hydrocarbon odor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

Event Code [a]	Sample Code [b]	Sample Date	Ground Water Measurement Data: Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Analytical Results & Action Levels: Lead (mg/L)	Lead-Dissolved (mg/L)	Cadmium (mg/L)	Cadmium-Dissolved (mg/L)	Chromium (mg/L)	Chromium-Dissolved (mg/L)	DIPE (µg/L)	ETBE (µg/L)	TAME (µg/L)	TBA (µg/L)
							0.05	**0.05**	**0.005**	**0.005**	**0.1**	**0.1**	**1200**	**190**	**130**	**220**

NM - Not Measured

NA - Not Analyzed

NL - No Action Level

mg/L - milligrams per Liter

µg/L - micrograms per Liter

[a] BL = Baseline, R1-R26 = Round 1 through Round 26, CR1=Closure Round 1

[b] N = Normal Sample, FD = Field Duplicate

GW: Groundwater

ft AMSL: feet Above Mean Sea Level

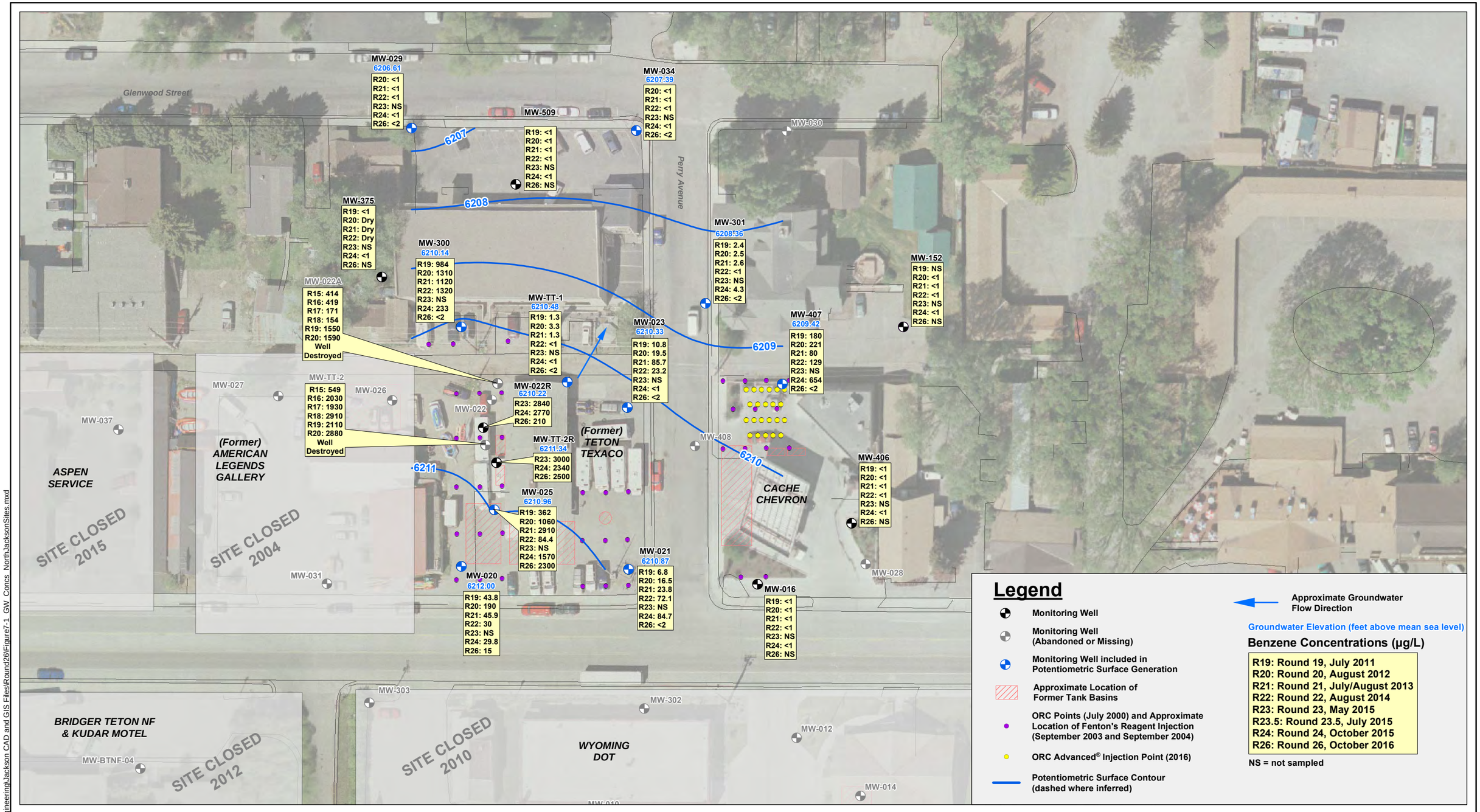
NOTE: Bold values indicate results that exceed the Wyoming Department of Environmental Quality Action Levels.

DIPE - Di-Isopropyl Ether

ETBE - Ethyl tert-Butyl Ether

TAME - tert-Amyl Methyl Ether

TBA - tert-Butyl alcohol



Legend

- Monitoring Well
- Monitoring Well (Abandoned or Missing)
- Monitoring Well included in Potentiometric Surface Generation
- Approximate Location of Former Tank Basins
- ORC Points (July 2000) and Approximate Location of Fenton's Reagent Injection (September 2003 and September 2004)
- ORC Advanced® Injection Point (2016)
- Potentiometric Surface Contour (dashed where inferred)
- Approximate Groundwater Flow Direction

Groundwater Elevation (feet above mean sea level)

Benzene Concentrations (µg/L)

R19: Round 19, July 2011
R20: Round 20, August 2012
R21: Round 21, July/August 2013
R22: Round 22, August 2014
R23: Round 23, May 2015
R23.5: Round 23.5, July 2015
R24: Round 24, October 2015
R26: Round 26, October 2016

NS = not sampled

30 0 30 60
Feet

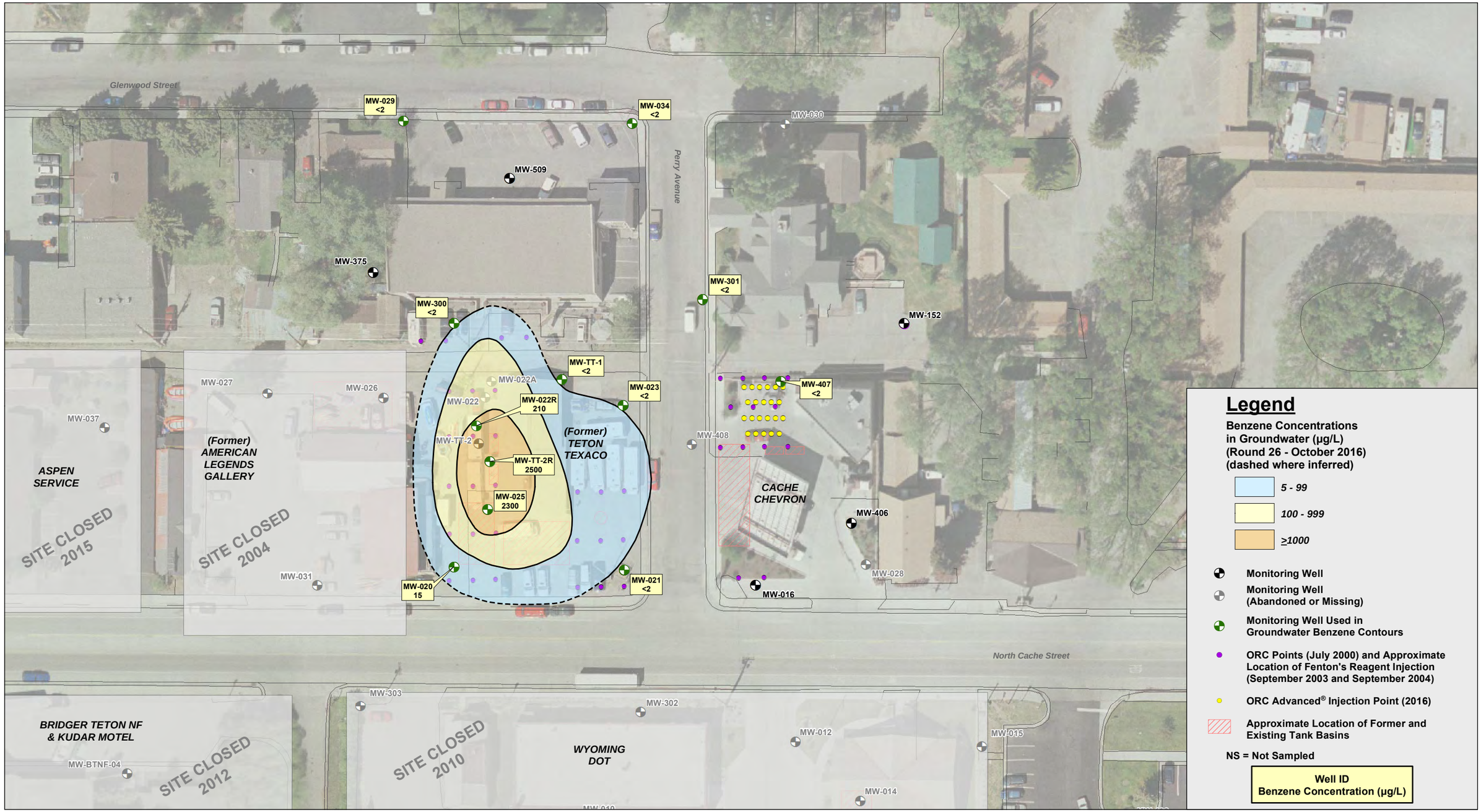
N

Historic Benzene Concentrations and Round 26 Potentiometric Surface North Jackson Sites Jackson Remediation Project Jackson, WY

Figure 7-1

URS

Q:\Projects\wyr-deq\Jackson\05_Analysis and Engineering\Jackson CAD and GIS Files\Round26\Figure7-1_GW_Concs_NorthJacksonSites.mxd



Legend

Benzene Concentrations in Groundwater (µg/L) (Round 26 - October 2016) (dashed where inferred)

- *5 - 99*
- *100 - 999*
- *≥1000*

- Monitoring Well
- Monitoring Well (Abandoned or Missing)
- Monitoring Well Used in Groundwater Benzene Contours
- ORC Points (July 2000) and Approximate Location of Fenton's Reagent Injection (September 2003 and September 2004)
- ORC Advanced® Injection Point (2016)
- Approximate Location of Former and Existing Tank Basins

NS = Not Sampled

Well ID
Benzene Concentration (µg/L)

30 0 30 60
Feet

N

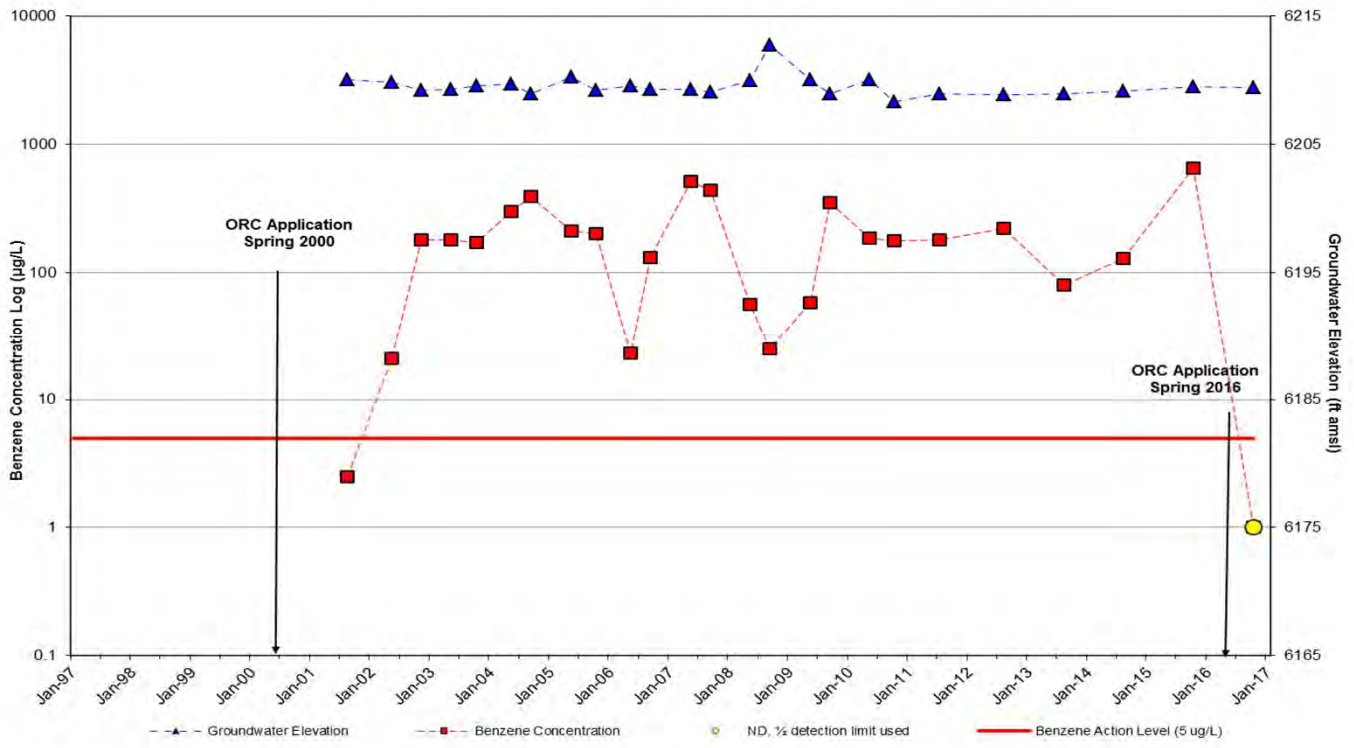
Round 26 Benzene Isoconcentration Contours
North Jackson Sites
Jackson Remediation Project
Jackson, WY

Figure 7-2

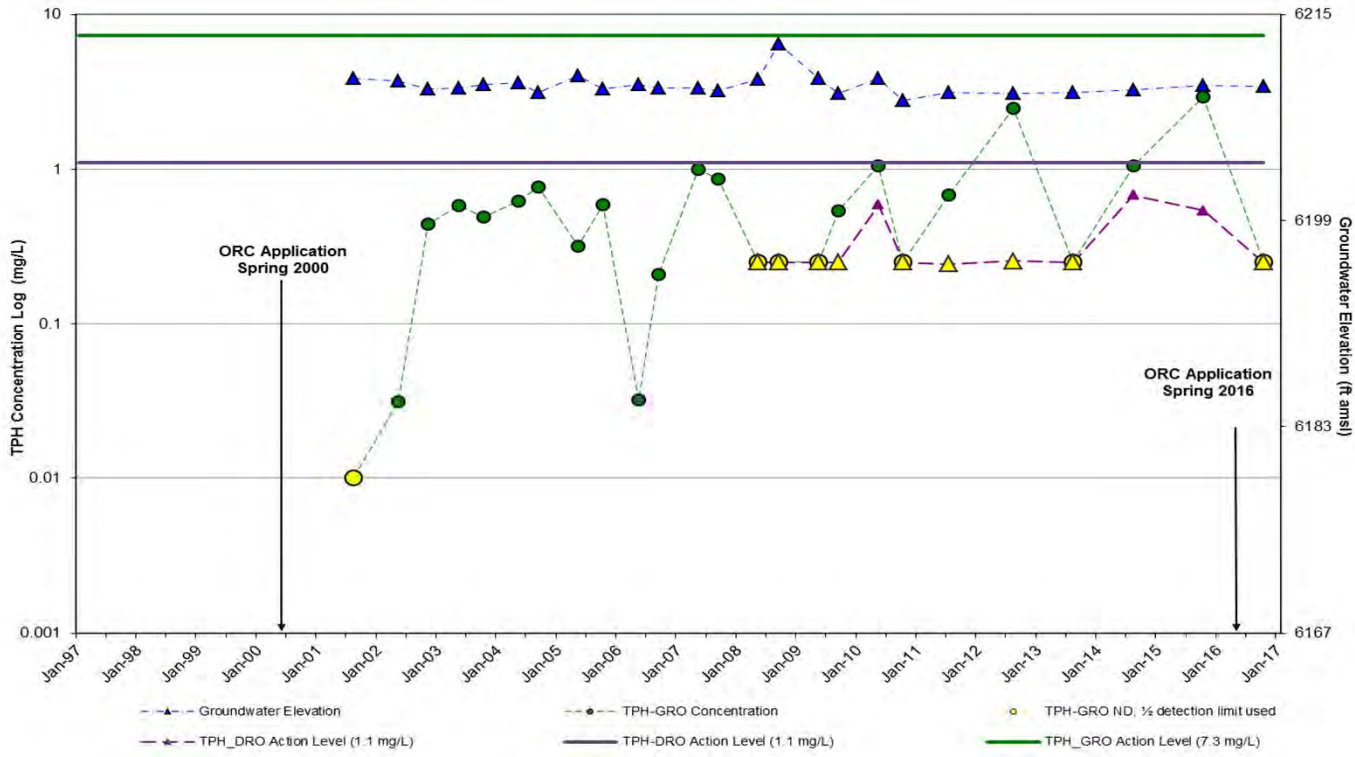
URS

Q:\Projects\wy-deq\Jackson\05_Analysis and Engineering\Jackson CAD and GIS Files\Round26\Figure7-2_Benzene_Isocons_NorthJacksonSites.mxd

MW-407 Benzene Concentrations and Groundwater Elevations

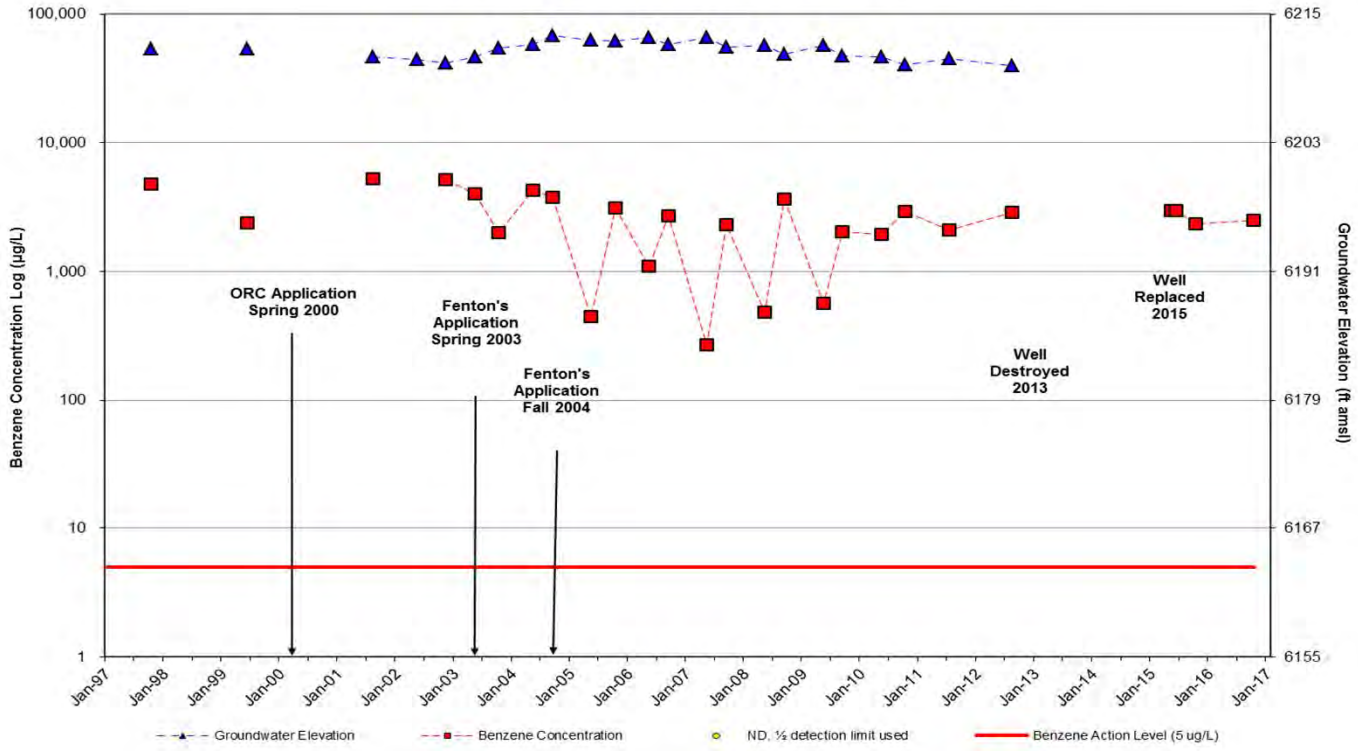


MW-407 TPH Concentrations and Groundwater Elevations

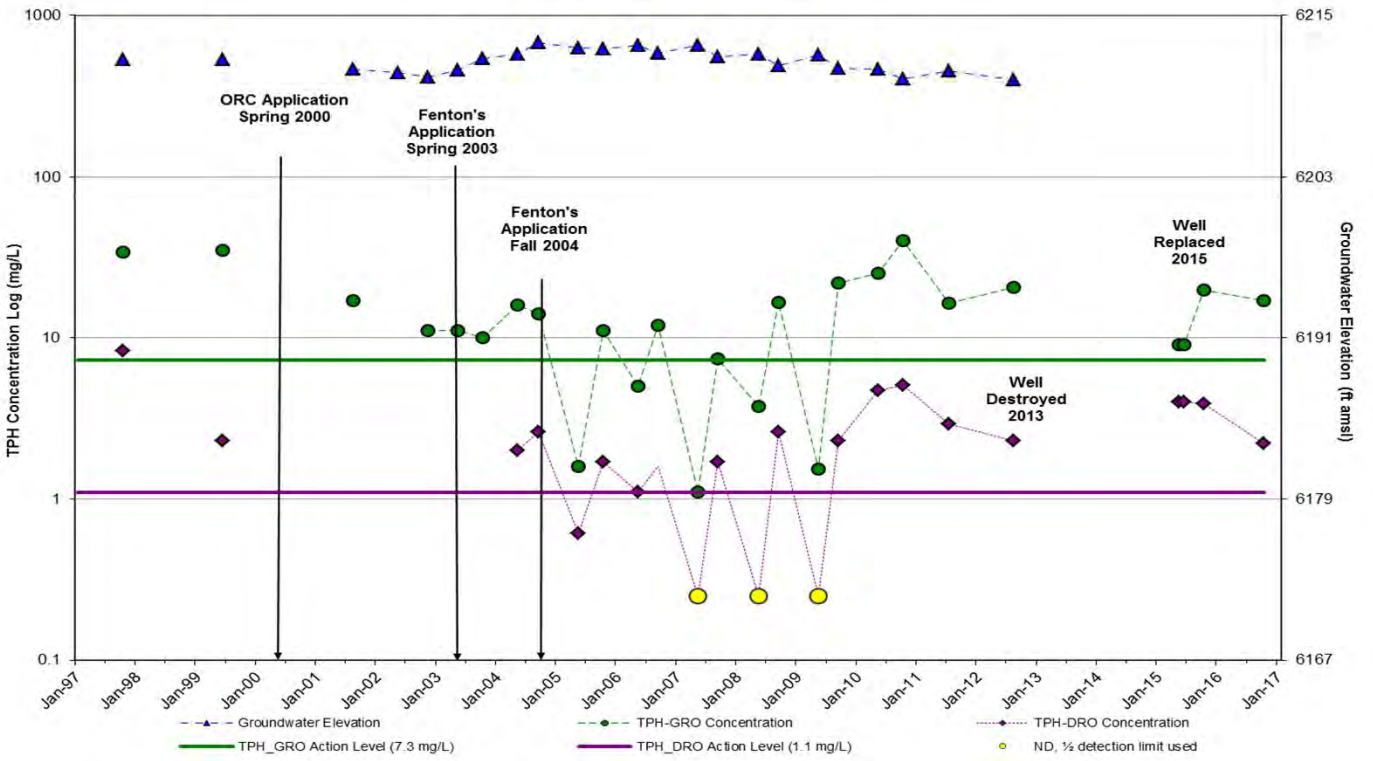


Jackson LAUST Jackson, WY	**Trend Analysis for MW-407 Cache Chevron Site, 1997-2016**	**Chart 7-1** URS

MW-TT-2/MW-TT-2R Benzene Concentrations and Groundwater Elevations

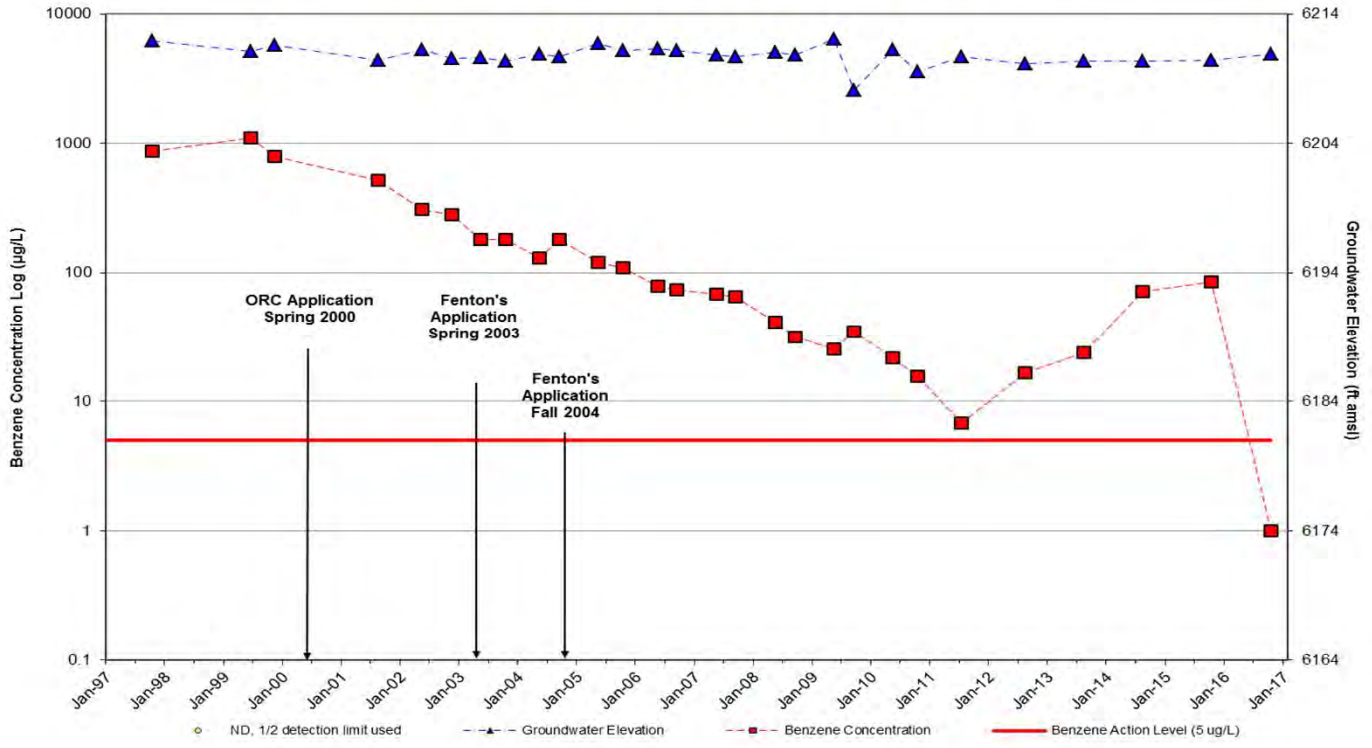


MW-TT-2/MW-TT-2R TPH Concentrations and Groundwater Elevations

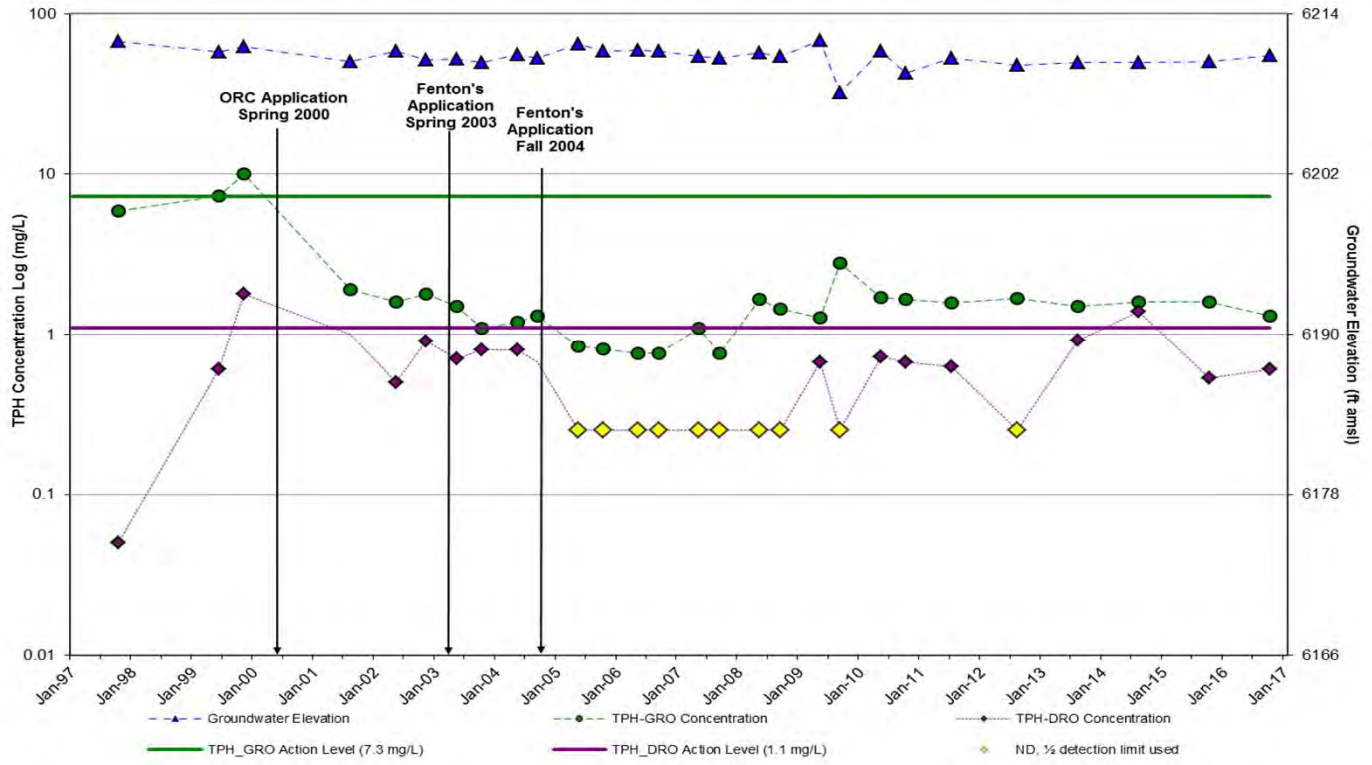


Jackson LAUST Jackson, WY	**Trend Analysis for MW-TT-2/TT-2R Teton Texaco Site, 1997-2016**	**Chart 7-2** URS

MW-021 Benzene Concentrations and Groundwater Elevations

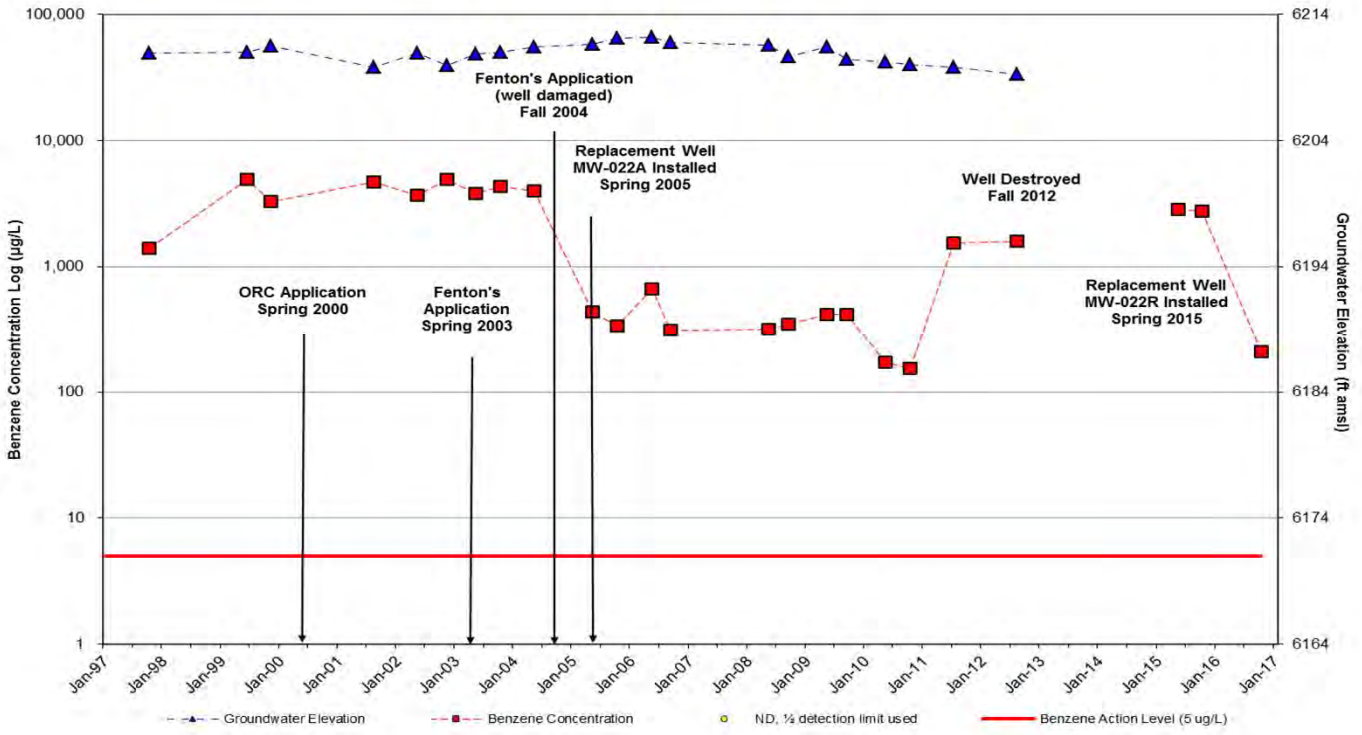


MW-021 TPH Concentrations and Groundwater Elevations

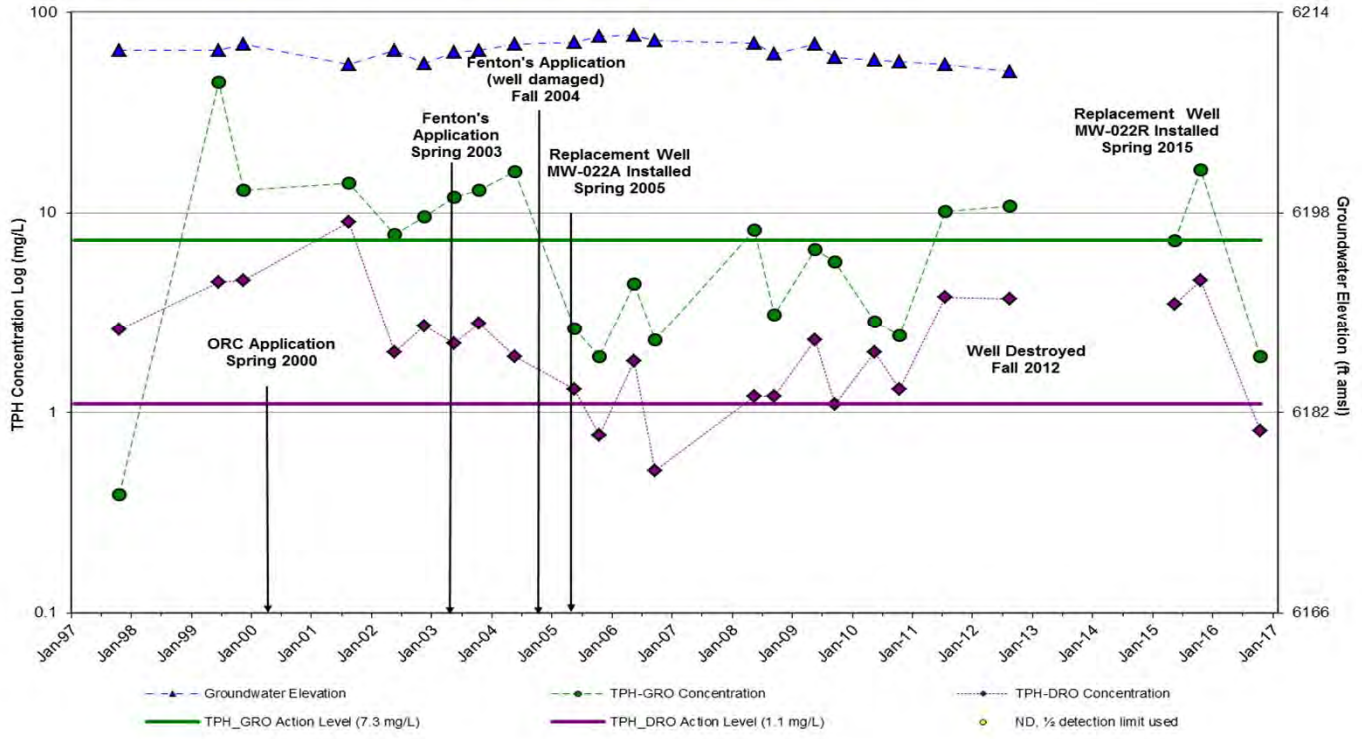


Jackson LAUST Jackson, WY	**Trend Analysis for MW-021 Teton Texaco Site, 1997-2016**	**Chart 7-3** URS

MW-022/MW-022A/MW-22R Benzene Concentrations and Groundwater Elevations

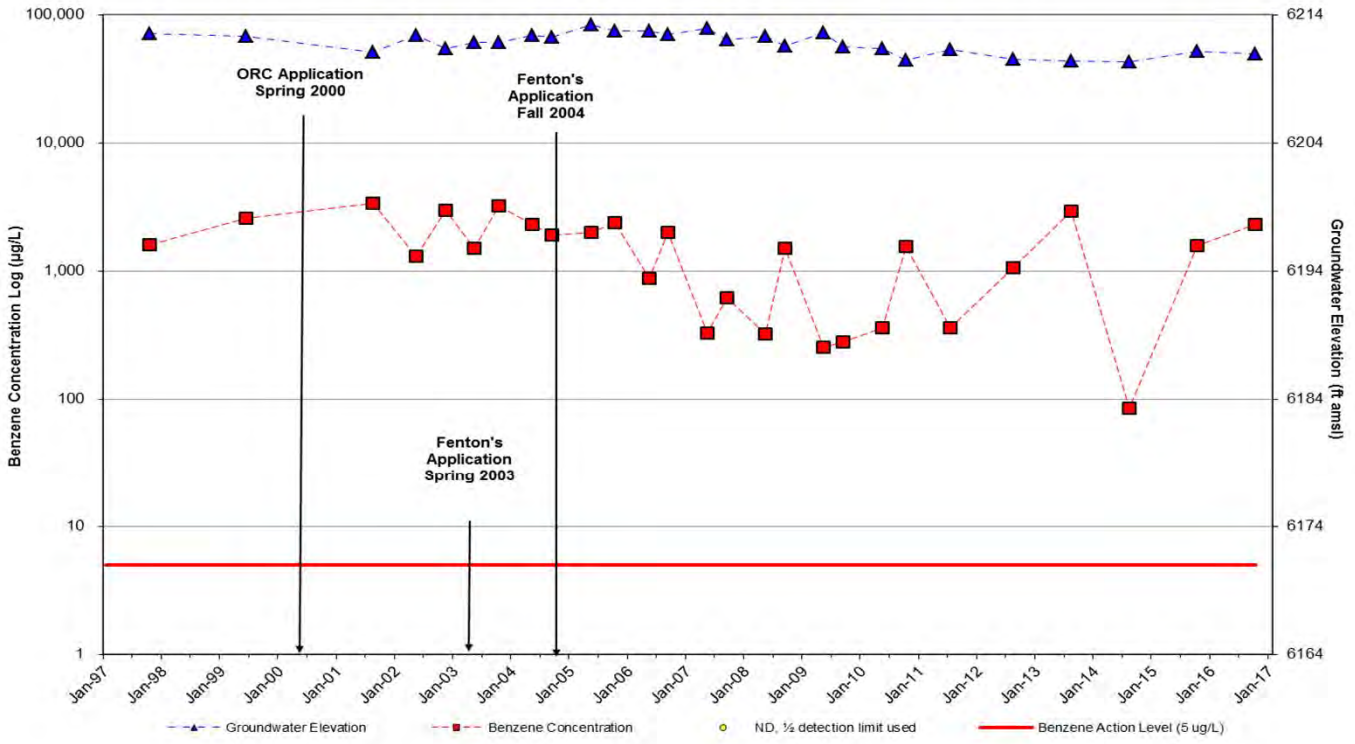


MW-022/MW-022A/MW-022R TPH Concentrations and Groundwater Elevations

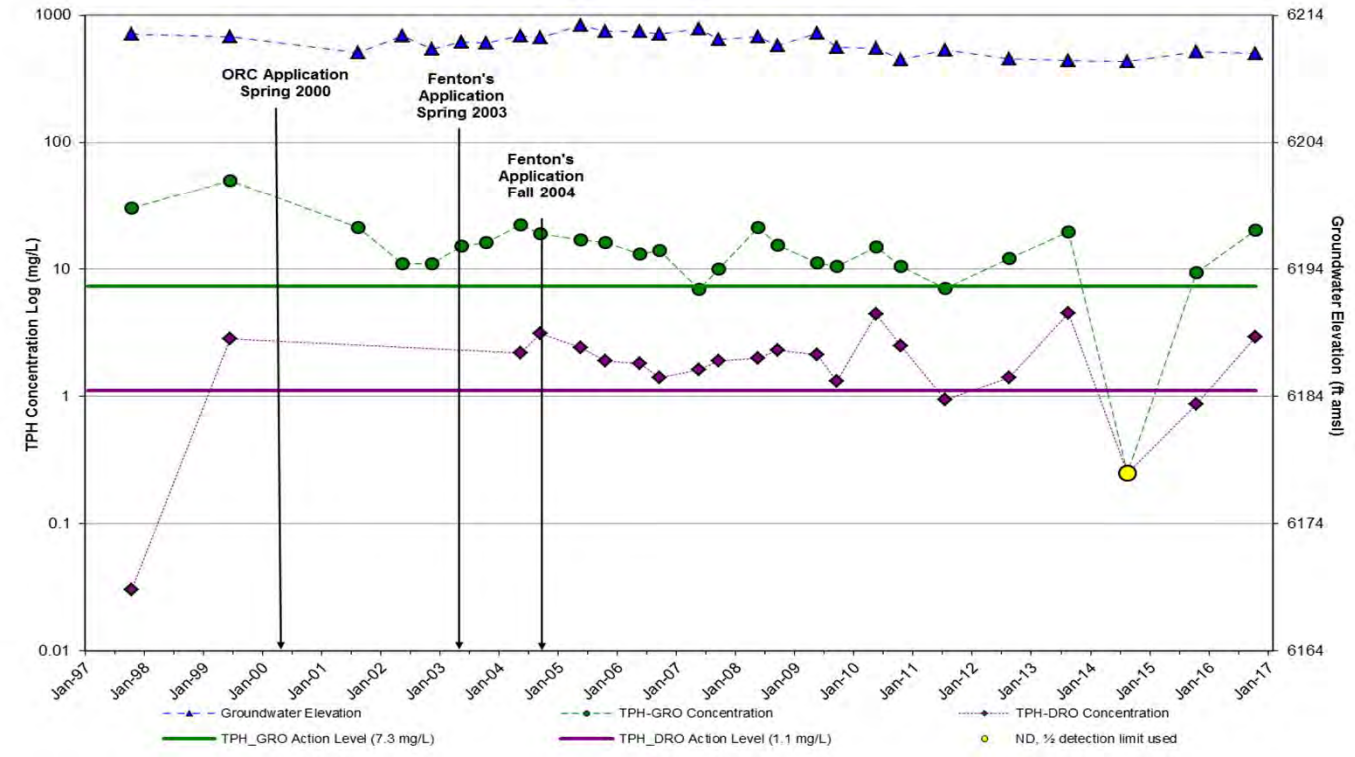


Jackson LAUST Jackson, WY	**Trend Analysis for MW-022/022A/022R Teton Texaco Site, 1997-2016**	**Chart 7-4** URS

MW-025 Benzene Concentrations and Groundwater Elevations

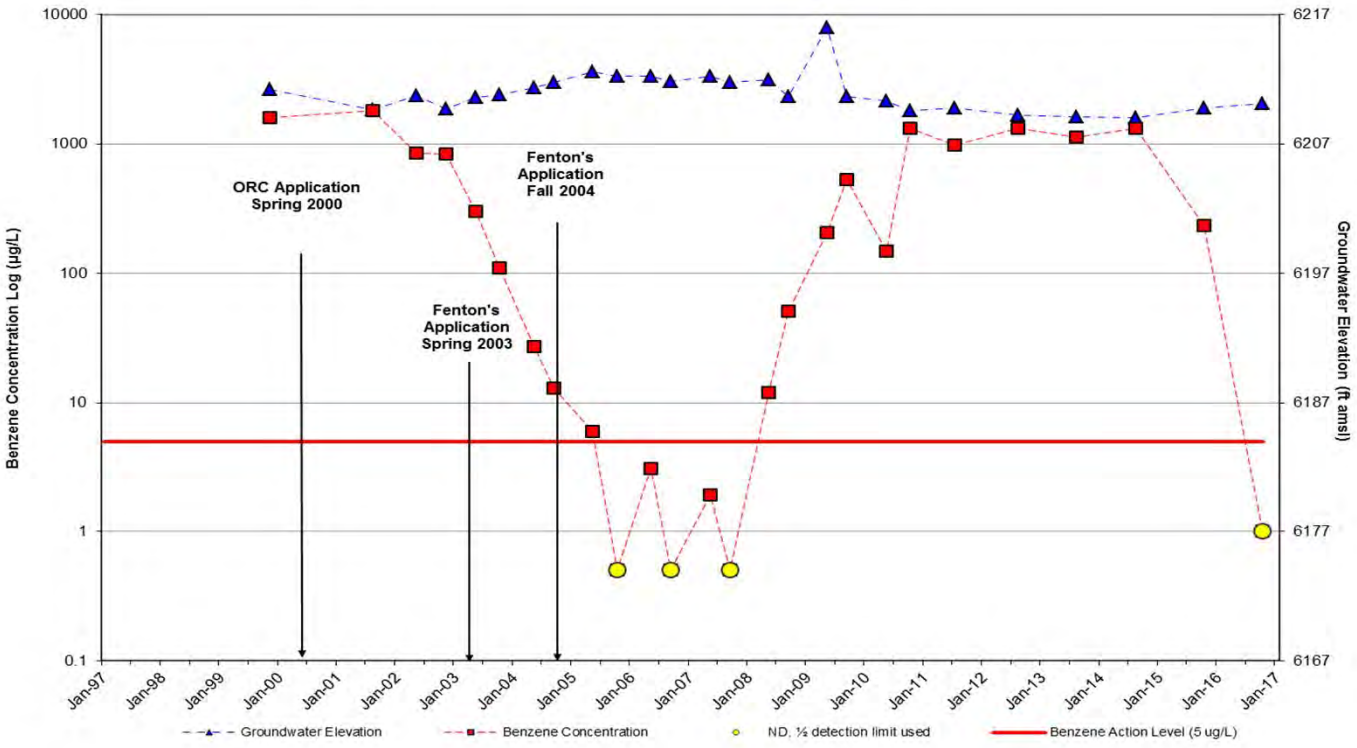


MW-025 TPH Concentrations and Groundwater Elevations

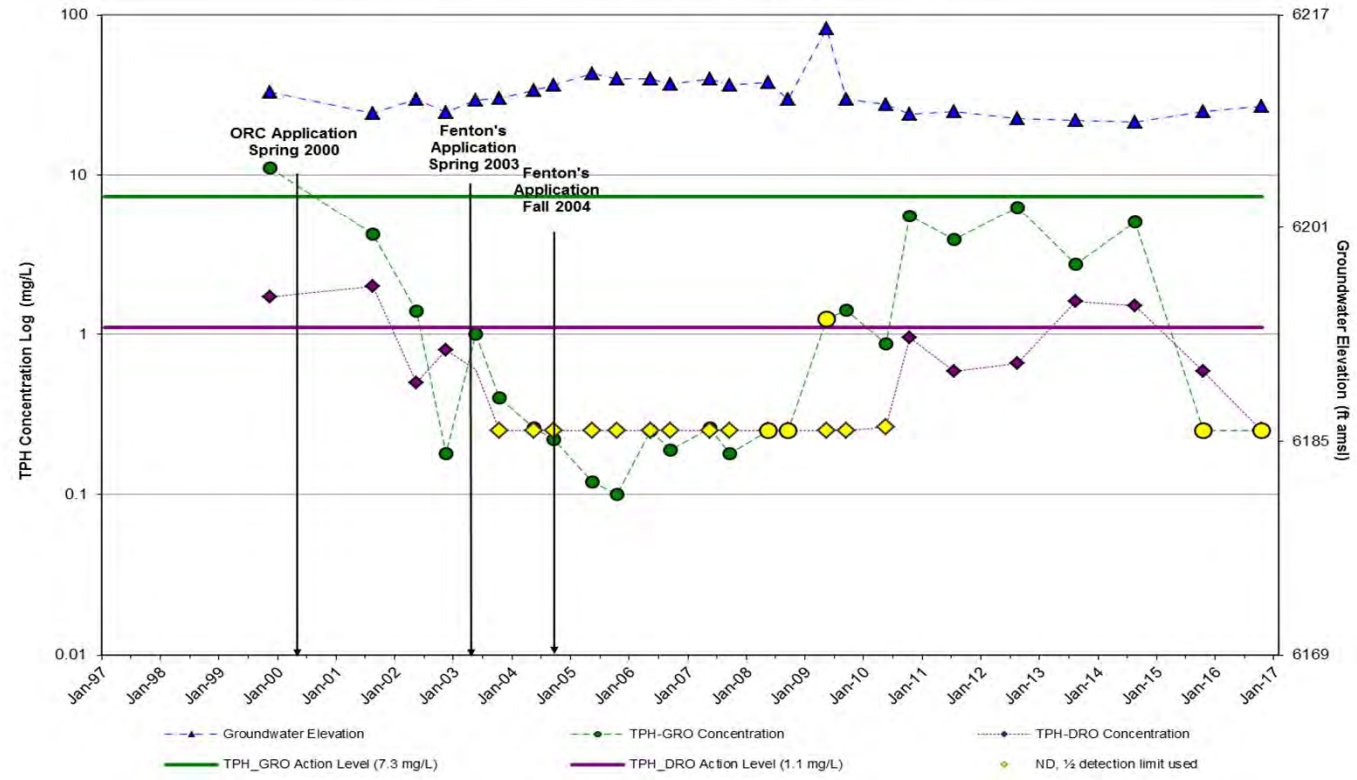


Jackson LAUST Jackson, WY	**Trend Analysis for MW-025 Teton Texaco Site, 1997-2016**	**Chart 7-5** URS

MW-300 Benzene Concentrations and Groundwater Elevations



MW-300 TPH Concentrations and Groundwater Elevations



Jackson LAUST Jackson, WY	**Trend Analysis for MW-300 Teton Texaco Site, 1997-2016**	**Chart 7-6** URS

HALES ENGINEERING
innovative transportation solutions

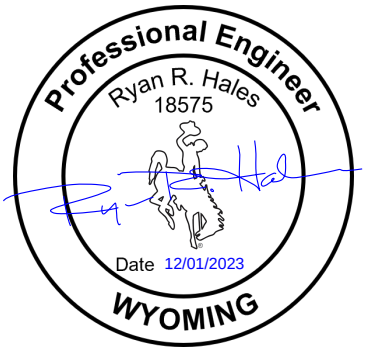
North Cache Hotel and Residence

Traffic Impact Study

Jackson, Wyoming

November 30, 2023

UT22-2318



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EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed North Cache Hotel and Residence development located in Jackson, Wyoming. The development is located on the northwest corner of the Mercill Avenue / North Cache Street (U.S. 89) intersection.

The purpose of this traffic impact study is to analyze traffic operations at key intersections for existing (2022) and opening day (2026) conditions with and without the proposed project and to recommend mitigation measures as needed. Based on discussions and direction from WYDOT, Hales Engineering made seasonal adjustments to the observed traffic volumes to reflect average volumes for use within this study. The morning and evening peak hour level of service (LOS) results are shown in Table ES-1. A site plan of the project is provided in Appendix A.

Table ES-1: Peak Hour Level of Service Results

	Intersection	Level of Service					
		Existing (2022)		Opening Day (2026)			
		Background		Background		Plus Project	
		AM	PM	AM	PM	AM	PM
1	Mercill Avenue / Cache Street (U.S. 89)	A	A	A	A	A	A
2	Perry Street / Cache Street (U.S. 89)	a	b	b	b	b	b
3	Glenwood Street / Mercill Avenue	a	b	a	a	a	a
4	Perry Street / Glenwood Street	a	a	a	a	a	a
5	East Project Access / Cache Street (U.S. 89)	-	-	-	-	a	a
6	North Project Access / Perry Street	-	-	-	-	a	a

1. Intersection LOS values represent the overall intersection average for roundabout, signalized, and all-way stop-controlled (AWSC) intersections (uppercase letter) and the worst movement for all other unsignalized intersections (lowercase letter)

2. BG = Background (without project traffic), PP = Plus Project (with project traffic)

Source: Hales Engineering, November 2023

SUMMARY OF KEY FINDINGS & RECOMMENDATIONS

Project Conditions

- The development will consist of a hotel and multifamily housing units
- The project is anticipated to generate approximately 1,552 weekday daily trips, including 104 trips in the morning peak hour, and 124 trips in the evening peak hour
- Based on WYDOT/AASHTO standards, the existing TWLTL on Cache Street (U.S. 89), the existing (2023) background traffic volumes, and the anticipated (2026) background traffic volumes, the following deceleration (ingress) lanes are warranted with or without the project:
  - Mercill Avenue / Cache Street (U.S. 89): Southbound right-turn and eastbound left-turn (warranted in existing (2023) background conditions, without project traffic added)
  - Perry Street / Glenwood Street: Westbound left-turn (warranted in opening day (2026) background conditions, without project traffic added)
  - Glenwood Street / Mercill Avenue / Eastbound left-turn and westbound left-turn (warranted in existing (2023) background conditions, without project traffic added)

2022	Background	
Findings	• Acceptable LOS at all study intersections	
2026	**Background**	**Plus Project**
Findings	• Acceptable LOS at all study intersections	• Acceptable LOS at all study intersections
Mitigations	• None	• None

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I. INTRODUCTION

A. Purpose

This study addresses the traffic impacts associated with the proposed North Cache Hotel and Residence development located in Jackson, Wyoming. The proposed project is located on the northwest corner of the Mercill Avenue / North Cache Street (U.S. 89) intersection. Figure 1 shows a vicinity map of the proposed development.

The purpose of this traffic impact study is to analyze traffic operations at key intersections for existing (2022) and opening day (2026) conditions with and without the proposed project and to recommend mitigation measures as needed.

Figure 1: Vicinity map showing the project location in Jackson, Wyoming

B. Scope

The study area was defined based on conversations with the development team. This study was scoped to evaluate the traffic operational performance impacts of the project on the following intersections:

- Perry Street / Cache Street (U.S. 89)
- Mercill Avenue / Cache Street (U.S. 89)
- Glenwood Street / Mercill Avenue
- Perry Street / Glenwood Street
- Project North Access / Perry Street
- Project East Access / Cache Street (U.S. 89)

C. Analysis Methodology

Level of service (LOS) is a term that describes the operating performance of an intersection or roadway. LOS is measured quantitatively and reported on a scale from A to F, with A representing the best performance and F the worst. Table 1 provides a brief description of each LOS letter designation and an accompanying average delay per vehicle for both signalized and unsignalized intersections.

The *Highway Capacity Manual* (HCM), 7th Edition, 2022 methodology was used in this study to remain consistent with "state-of-the-practice" professional standards. This methodology has different quantitative evaluations for signalized and unsignalized intersections. For signalized, roundabout, and all-way stop-controlled (AWSC) intersections, the LOS is provided for the overall intersection (weighted average of all approach delays). For all other unsignalized intersections, LOS is reported based on the worst movement.

Using Synchro/SimTraffic software, which follow the HCM methodology, the peak hour LOS was computed for each study intersection. Multiple runs of SimTraffic were used to provide a statistical evaluation of the interaction between the intersections. The detailed LOS reports are provided in Appendix C. Hales Engineering also calculated the 95th percentile queue lengths for the study intersections using SimTraffic. The detailed queue length reports are provided in Appendix D.

D. Level of Service Standards

For the purposes of this study, a minimum acceptable intersection performance for each of the study intersections including Cache Street (U.S. 89) was set at LOS C. All other intersections had a minimum acceptable intersection performance of LOS D. If levels of service D (where applicable), E or F conditions exist, an explanation and/or mitigation measures will be presented. A LOS C threshold is consistent with the WYDOT Road Design Manual (January 2022) for urban arterial roadways. A LOS D threshold is consistent with "state-of-the-practice" traffic engineering principles for urbanized areas.

Table 1: Level of Service Description

LOS		Description of Traffic Conditions	Average Delay (seconds/vehicle)	
			Signalized Intersections	Unsignalized Intersections
A		Free Flow / Insignificant Delay	≤ 10	≤ 10
B		Stable Operations / Minimum Delays	> 10 to 20	> 10 to 15
C		Stable Operations / Acceptable Delays	> 20 to 35	> 15 to 25
D		Approaching Unstable Flows / Tolerable Delays	> 35 to 55	> 25 to 35
E		Unstable Operations / Significant Delays	> 55 to 80	> 35 to 50
F		Forced Flows / Unpredictable Flows / Excessive Delays	> 80	> 50

Source: Hales Engineering Descriptions, based on the *Highway Capacity Manual* (HCM), 7th Edition, 2022 Methodology (Transportation Research Board)

II. EXISTING (2022) BACKGROUND CONDITIONS

A. Purpose

The purpose of the background analysis is to study the intersections and roadways during the peak travel periods of the day with background traffic and geometric conditions. Through this analysis, background traffic operational deficiencies can be identified, and potential mitigation measures recommended. This analysis provides a baseline condition that may be compared to the build conditions to identify the impacts of the development.

B. Roadway System

The primary roadways that will provide access to the project site are described below:

Cache Street (U.S. 89) – is a state-maintained roadway (classified by WYDOT access management standards as a principal arterial). The roadway has one travel lane in each direction with a two-way left-turn lane (TWLTL). As identified and controlled by WYDOT, this roadway has minimum signalized intersection spacing of one-quarter mile (1,320 feet), minimum unsignalized street spacing of 330 feet, and minimum driveway spacing of 330 feet. The posted speed limit is 25 mph in the study area. While there is no direct access to the proposed development via Cache Street (U.S. 89), this is the main roadway that connects to the public streets that do have direct access to the proposed development. It is also where the valet parking pick-up and drop-off area will be located.

Perry Street – is a city-maintained roadway which is classified by the Jackson Transportation Master Plan (2020) as a major collector. The roadway has one travel lane in each direction. The posted speed limit is assumed to be 25 mph in the study area.

C. Traffic Volumes

Weekday morning (7:00 to 9:00 a.m.) and evening (4:00 to 6:00 p.m.) peak period traffic counts were performed at the following intersections:

- Mercill Avenue / Cache Street (U.S. 89)
- Perry Street / Cache Street (U.S. 89)
- Glenwood Street / Mercill Avenue
- Perry Street / Glenwood Street

The counts for the latter three intersections were performed on Tuesday, September 6, 2022, and the counts for Mercill Avenue / Cache Street (U.S. 89) were performed on Tuesday, July 23, 2019. The Mercill Avenue / Cache Street (U.S. 89) intersection volumes were increased to represent a 2022 condition. The morning peak hour was determined to be between 8:00 and 9:00 a.m., and the evening peak hour was determined to be between 4:30 and 5:30 p.m. The evening peak hour volumes were approximately 19% higher than the morning peak hour volumes. Both the morning

and evening peak hour volumes were evaluated in the analysis. Detailed count data are included in Appendix B.

Based on discussions and direction from WYDOT staff, Hales Engineering made seasonal adjustments to the observed traffic volumes to reflect average volumes for use within this study. Monthly traffic volume data were obtained from a nearby WYDOT automatic traffic recorder (ATR) on S.R 191 (ATR #84). In recent years, traffic volumes in July have been equal to approximately 164% of average traffic volumes and traffic volumes in September have been equal to approximately 140% of average traffic volumes. Therefore, the observed traffic volumes were adjusted accordingly to represent average traffic volumes.

Although there is signage prohibiting westbound left turns at the Mercill Avenue / Cache Street (U.S. 89) intersection, Hales Engineering observed vehicles still making this maneuver. These volumes were left in the model for the existing (2023) background analysis to give an accurate representation of existing conditions.

Figure 2 shows the existing morning and evening peak hour volumes as well as intersection geometry at the study intersections.

D. Level of Service Analysis

Hales Engineering determined that all study intersections are currently operating at acceptable levels of service during the morning and evening peak hours, as shown in Table 2. These results serve as a baseline condition for the impact analysis of the proposed development during existing (2022) conditions.

Table 2: Existing (2022) Background Peak Hour LOS

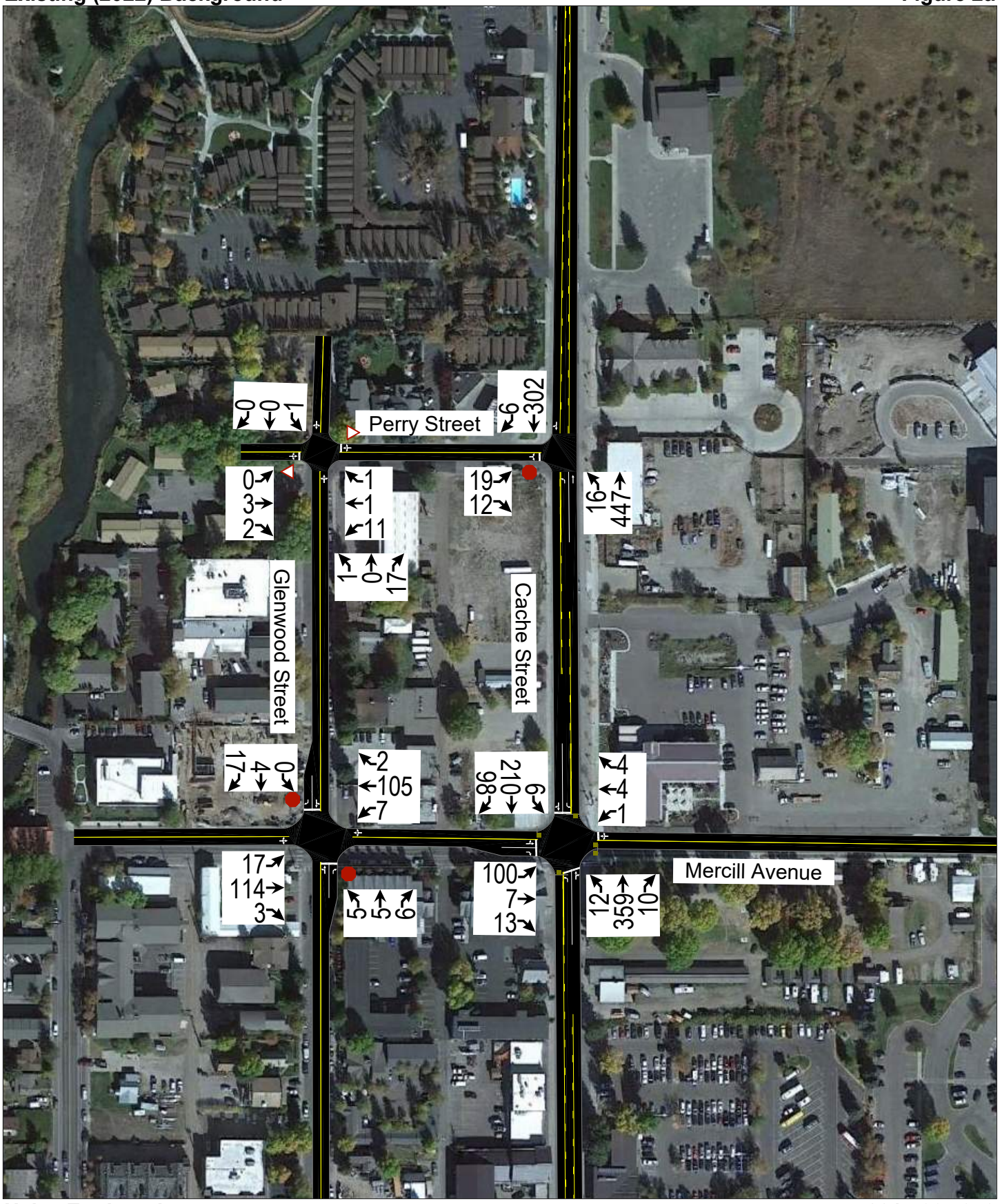
Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Mercill Avenue / Cache Street (U.S. 89)	Signal	A (7.9)	A (9.6)
Perry Street / Cache Street (U.S. 89)	EB Stop	a (9.3) / EBL	b (10.9) / EBL
Glenwood Street / Mercill Avenue	NB/SB Stop	a (7.0) / SBT	b (10.2) / SBL
Perry Street / Glenwood Street	EB/WB Yield	a (1.6) / EBT	a (2.0) / WBT

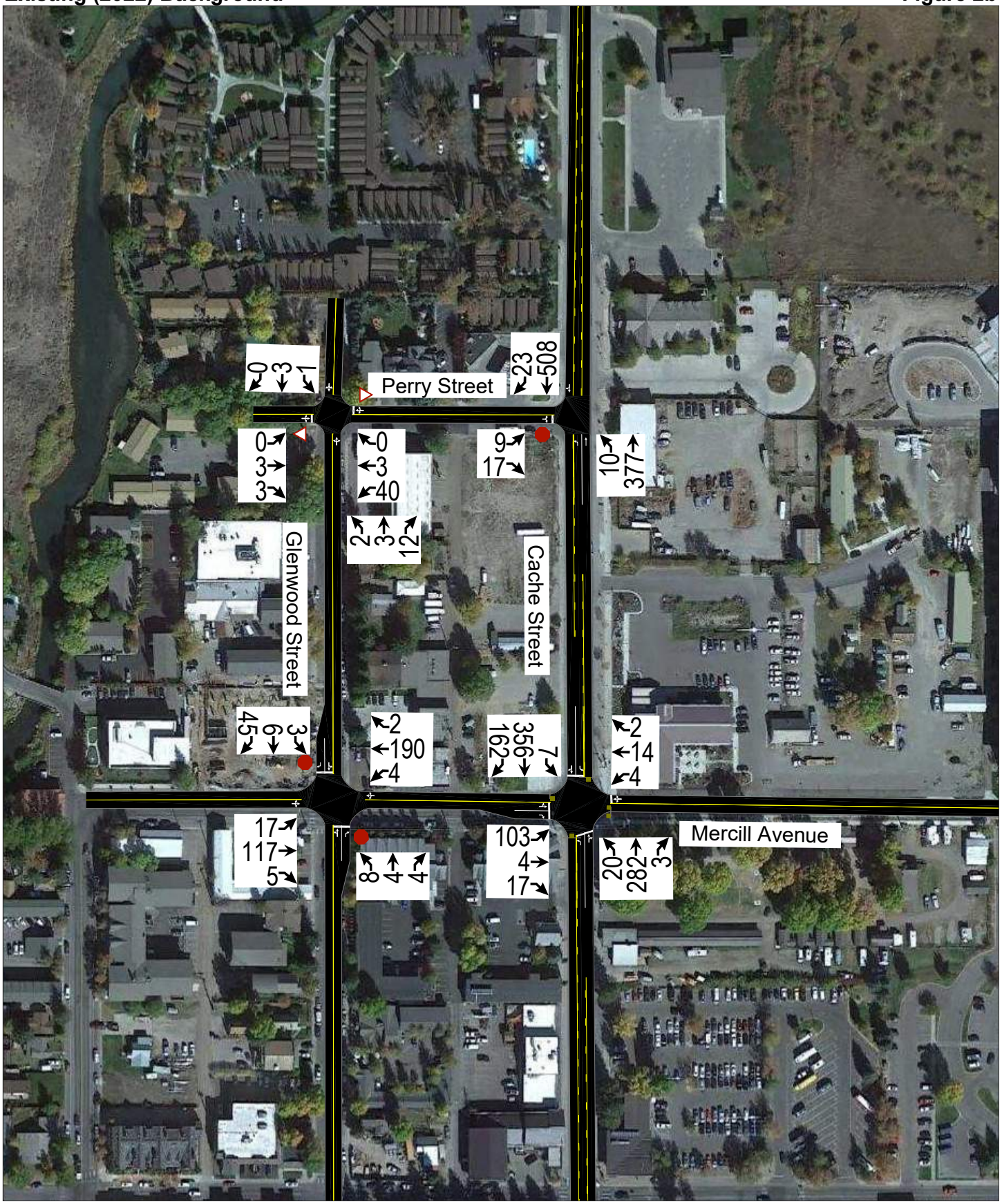
1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, November 2023

E. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. No significant queueing is anticipated during the morning and evening peak hours.


Perry Street
Glenwood Street
Cache Street
Mercill Avenue
0 0 1
6 302
0 3 2
1 1 11
19 12
16 447
1 0 17
17 4 0
2 105 7
6 210 98
4 4 1
17 114 3
5 5 9
100 7 13
12 359 10


Perry Street
Glenwood Street
Cache Street
Mercill Avenue
0 3 1
23 508
0 3 3
0 3 40
9 17
10 377
2 3 12
45 6 3
2 190 4
356 162 7
2 14 4
17 117 5
8 4 4
103 4 17
20 282 3

F. Mitigation Measures

No mitigation measures are recommended.

III. OPENING DAY (2026) BACKGROUND CONDITIONS

A. Purpose

The purpose of the opening day (2026) background analysis is to study the intersections and roadways during the peak travel periods of the day for opening day background traffic and geometric conditions. Through this analysis, opening day background traffic operational deficiencies can be identified, and potential mitigation measures recommended.

B. Roadway Network

According to the Jackson / Teton County Comprehensive Plan (November 2020), there are no projects planned before 2026 in the study area. While there have been discussions about a North Cache Street enhancements project in the study area, Hales Engineering assumed that this project would not be completed by 2026. Therefore, no changes were made to the roadway network for the opening day (2026) analysis.

C. Traffic Volumes

Hales Engineering obtained opening day (2026) forecasted volumes by using AADT data from 2019 to 2021 to obtain a historical growth rate. The historical growth rate was calculated to be approximately 1.6% per year. As a conservative measure, a 2% annual growth rate was applied to the roadway network. Hales Engineering assumed that vehicles would observe the signage prohibiting westbound left turns at the Mercill Avenue / Cache Street (U.S. 89) intersection, and therefore there would be no westbound left turns at that intersection in opening day (2026) background conditions. Opening day (2026) morning and evening peak hour turning movement volumes are shown in Figure 3.

D. Level of Service Analysis

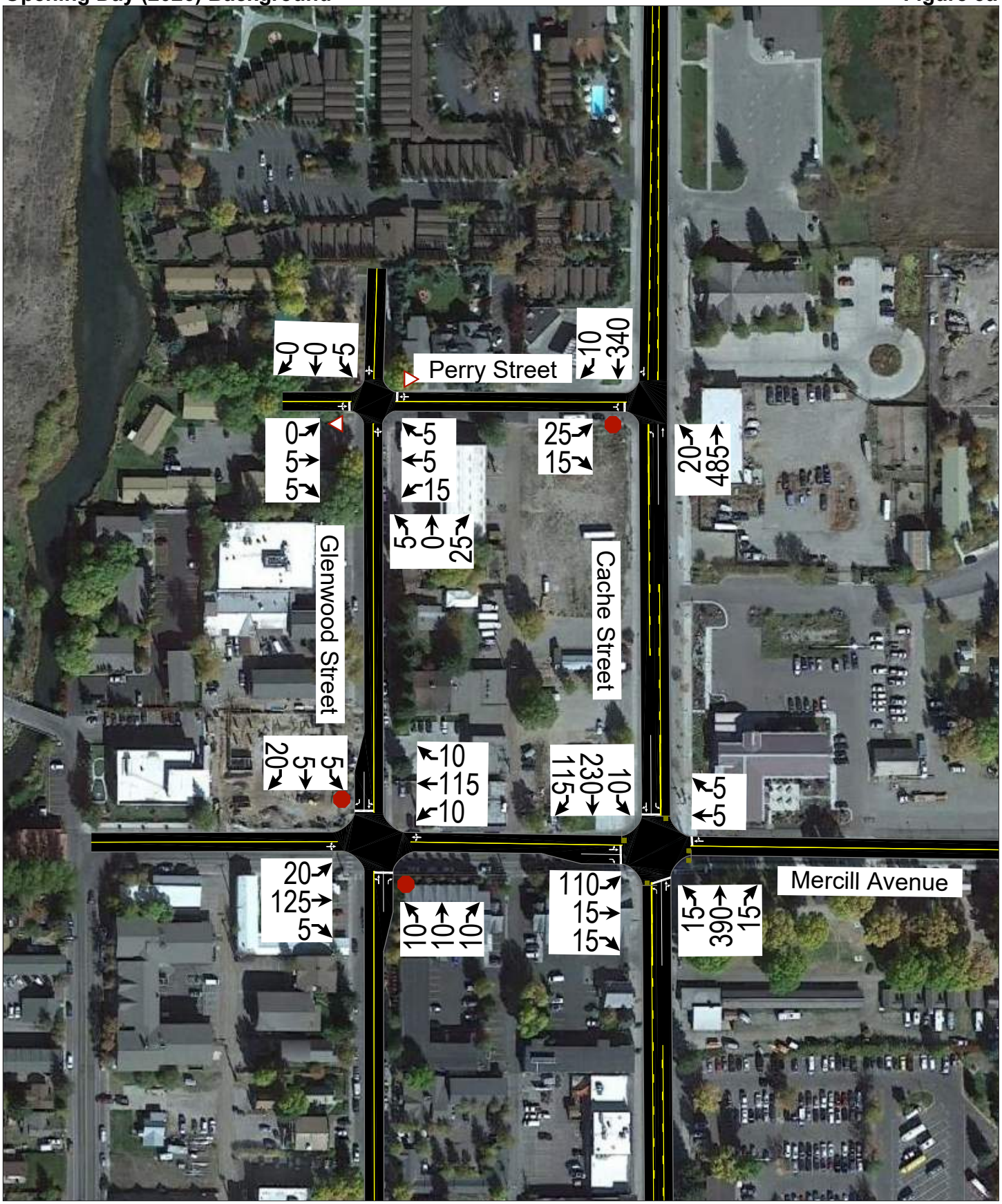
Hales Engineering determined that all study intersections are anticipated to operate at acceptable levels of service during the morning and evening peak hours in opening day (2026) background conditions, as shown in Table 3. These results serve as a baseline condition for the impact analysis of the proposed development for opening day (2026) conditions.

E. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. No significant queueing is anticipated during the morning and evening peak hours.

F. Mitigation Measures

No mitigation measures are recommended.


Perry Street
Glenwood Street
Cache Street
Mercill Avenue
5
0
0
340
10
0
5
5
5
5
15
25
15
20
485
5
0
25
10
115
10
10
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10
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15
15
15
390
15

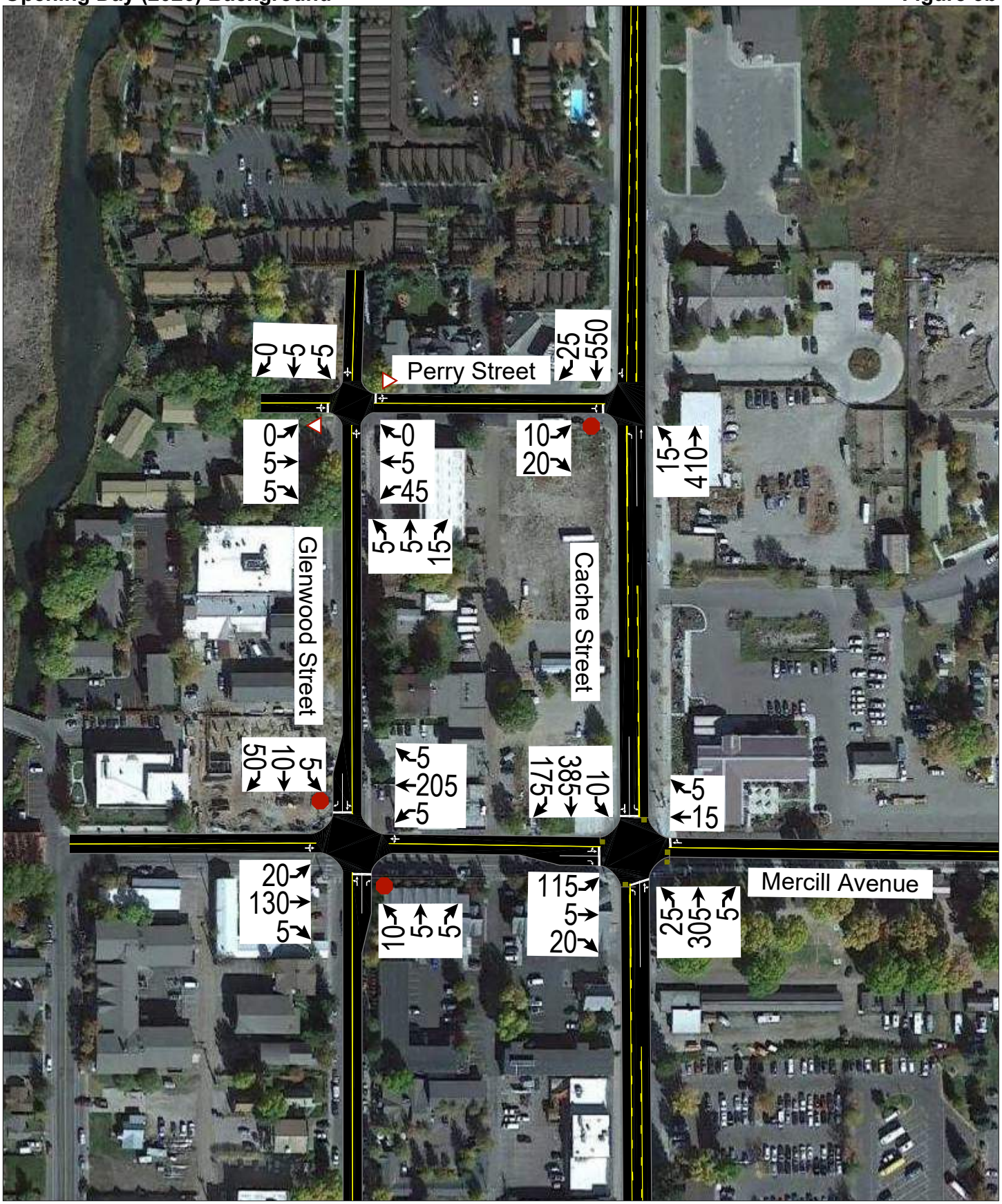

Perry Street
Glenwood Street
Cache Street
Mercill Avenue
0
5
5
25
550
0
5
5
0
5
45
10
20
15
410
5
5
15
5
10
50
5
205
5
10
385
175
5
15
20
130
5
10
5
5
115
5
20
25
305
5

Table 3: Opening Day (2026) Background Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Mercill Avenue / Cache Street (U.S. 89)	Signal	A (8.1)	A (9.9)
Perry Street / Cache Street (U.S. 89)	EB Stop	b (10.6) / EBL	b (11.0) / EBL
Glenwood Street / Mercill Avenue	NB/SB Stop	a (7.2) / NBT	a (9.2) / SBL
Perry Street / Glenwood Street	EB/WB Yield	a (1.9) / NBL	a (2.2) / WBT

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, November 2023

IV. PROJECT CONDITIONS

A. Purpose

The project conditions discussion explains the type and intensity of development. This provides the basis for trip generation, distribution, and assignment of project trips to the surrounding study intersections defined in Chapter I.

B. Project Description

The proposed North Cache Hotel and Residence development is located on the northwest corner of the Mercill Avenue / North Cache Street (U.S. 89) intersection. The development will consist of a hotel and multifamily housing. A concept plan for the proposed development is provided in Appendix A. The proposed land uses for the development have been identified in Table 4.

Table 4: Project Land Uses

Land Use	Intensity
Hotel	146 Rooms
Multifamily Housing (Low-Rise)	48 Dwelling Units

C. Trip Generation

Trip generation for the development was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE), *Trip Generation*, 11th Edition, 2021. Trip generation for the proposed project is included in Table 5.

The total trip generation for the development is as follows:

- Daily Trips: 1,552
- Morning Peak Hour Trips: 104
- Evening Peak Hour Trips: 124

Table 5: Trip Generation

Trip Generation Jackson - North Cache Hotel and Residence								
Land Use[1]	# of Units	Unit Type	Trip Generation			New Trips		
			Total	% In	% Out	In	Out	Total
Weekday Daily								
Hotel (310)	146	Rooms	1,168	50%	50%	584	584	1,168
Multifamily Housing (Low-Rise) (220)	48	DU	384	50%	50%	192	192	384
TOTAL			**1,552**			**776**	**776**	**1,552**
AM Peak Hour								
Hotel (310)	146	Rooms	66	56%	44%	37	29	66
Multifamily Housing (Low-Rise) (220)	48	DU	38	24%	76%	9	29	38
TOTAL			**104**			**46**	**58**	**104**
PM Peak Hour								
Hotel (310)	146	Rooms	82	51%	49%	42	40	82
Multifamily Housing (Low-Rise) (220)	48	DU	42	63%	37%	26	16	42
TOTAL			**124**			**68**	**56**	**124**

1. Land Use Code from the Institute of Transportation Engineers (ITE) *Trip Generation*, 11th Edition, 2021.
SOURCE: Hales Engineering, October 2023

D. Trip Distribution and Assignment

Project traffic is assigned to the roadway network based on the type of trip and the proximity of project access points to major streets, high population densities, and regional trip attractions. Existing travel patterns observed during data collection also provide helpful guidance to establishing these distribution percentages, especially near the site. The resulting distribution of project generated trips during the morning and evening peak hour is shown in Table 6.

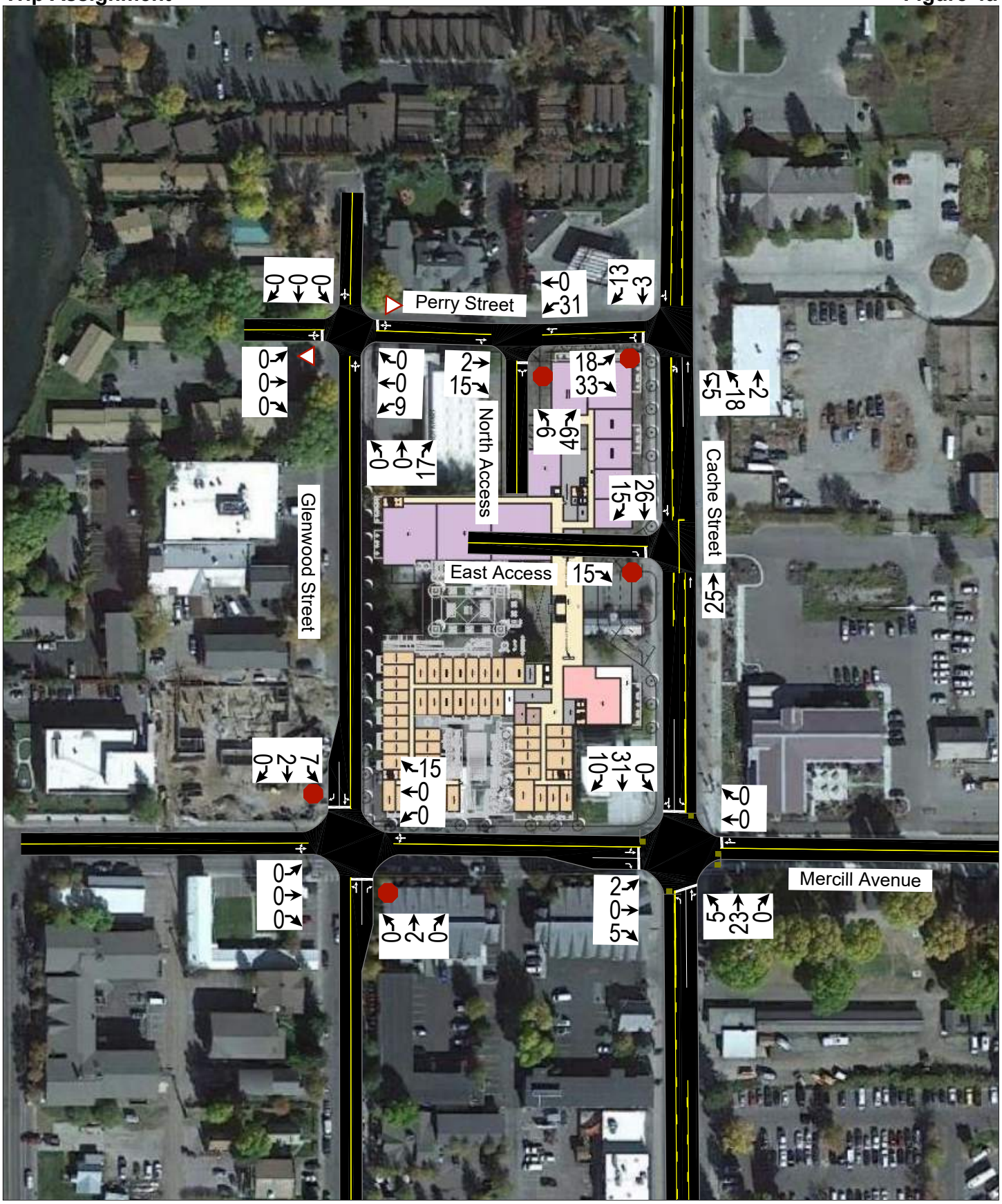
Table 6: Trip Distribution

Direction	% To/From Project
North	35%
South	65%

These trip distribution assumptions were used to assign the morning and evening peak hour trip generation at the study intersections to create trip assignment for the proposed development. Trip assignment for the development is shown in Figure 4.

Jackson - North Cache Hotel and Residence TIS
Trip Assignment

Morning Peak Hour
Figure 4a



Hales Engineering
1220 North 500 West Ste 202, Lehi, UT, 84043

801.766.4343
11/27/2023

Jackson - North Cache Hotel and Residence TIS
Trip Assignment

Evening Peak Hour
Figure 4b

E. Access

The proposed access for the site will be gained at the following locations:

North Cache Street:

- The east access will be located along North Cache Street, directly across from Rosencrans Drive. It will access the project on the west side of North Cache Street. It is anticipated that the access will be stop-controlled, serve the hotel patrons as a valet pick-up and drop-off area, and be restricted to right-in, right-out (RIRO) movements. This access does not meet WYDOT's access spacing requirements and may require an appeal to be approved.

Perry Street:

- The north access will be located approximately 120 feet west of the Perry Street / North Cache Street intersection. It will access the project on the south side of Perry Street. It is anticipated that the access will be stop-controlled and provide direct access to the parking structure for hotel patrons and residents. Based on conversations with the client, it is also anticipated that majority of the hotel patrons will use this access rather than the valet pick-up and drop-off access proposed for North Cache Street.

V. OPENING DAY (2026) PLUS PROJECT CONDITIONS

A. Purpose

The purpose of the opening day (2026) plus project analysis is to study the intersections and roadways during the peak travel periods of the day for opening day background traffic and geometric conditions plus the net trips generated by the proposed development. This scenario provides valuable insight into the potential impacts of the proposed project on opening day background traffic conditions.

B. Traffic Volumes

Hales Engineering added the project trips discussed in Chapter III to the opening day (2026) background traffic volumes to predict turning movement volumes for opening day (2026) plus project conditions. Opening day (2026) plus project morning and evening peak hour turning movement volumes are shown in Figure 5.

C. Level of Service Analysis

Hales Engineering determined that all intersections are anticipated to operate at acceptable levels of service during the morning and evening peak hours in opening day (2026) plus project conditions, as shown in Table 7.

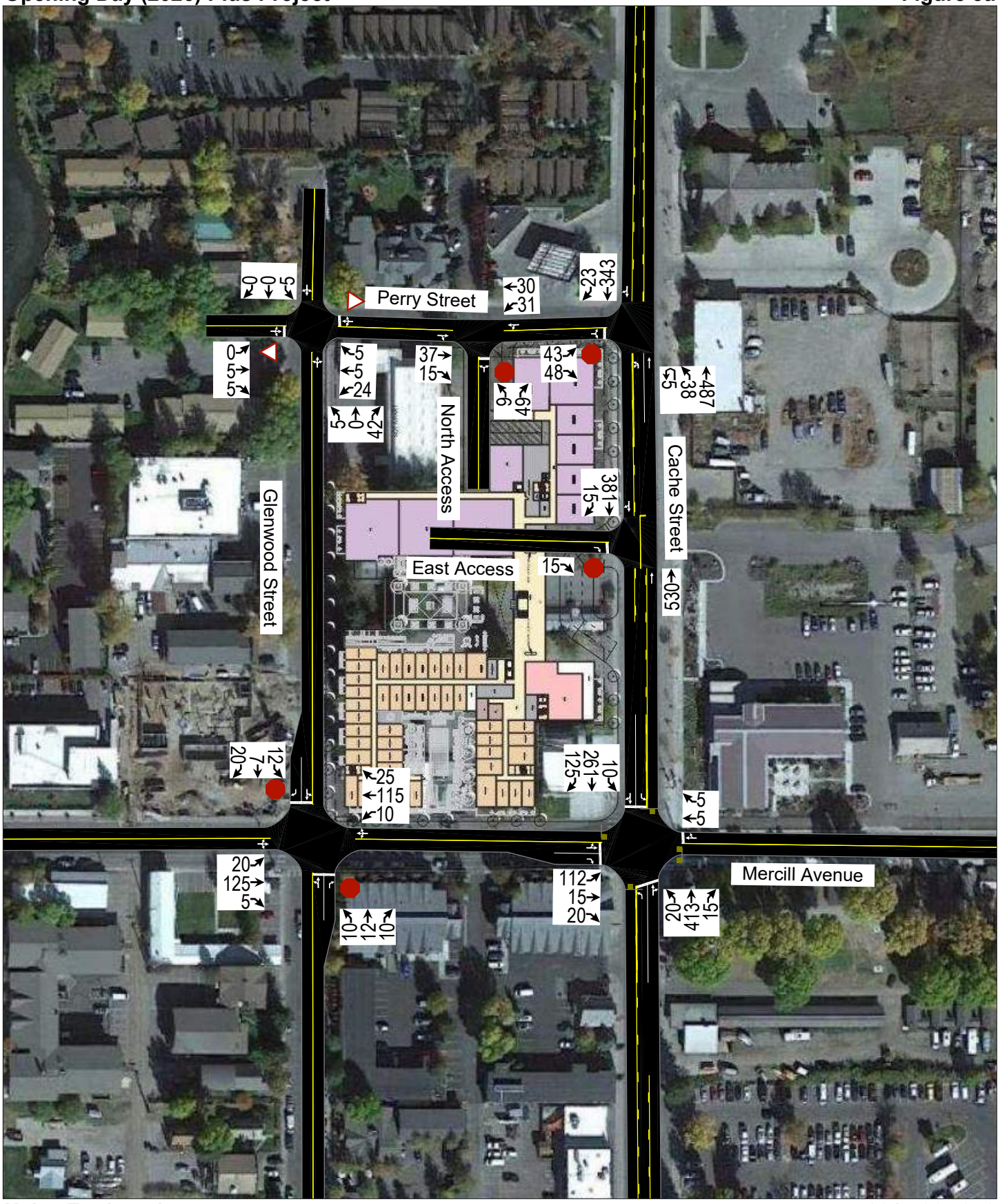
Table 7: Opening Day (2026) Plus Project Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Mercill Avenue / Cache Street (U.S. 89)	Signal	A (8.5)	A (8.4)
Perry Street / Cache Street (U.S. 89)	EB Stop	b (11.9) / EBL	b (12.9) / EBL
Glenwood Street / Mercill Avenue	NB/SB Stop	a (7.2) / NBT	a (7.6) / SBL
Perry Street / Glenwood Street	EB/WB Yield	a (1.7) / NBL	a (2.0) / NBL
East Project Access / Cache Street (U.S. 89)	EB Stop	a (3.8) / EBR	a (6.3) / EBR
North Project Access / Perry Street	NB Stop	a (4.3) / NBL	a (4.1) / NBL

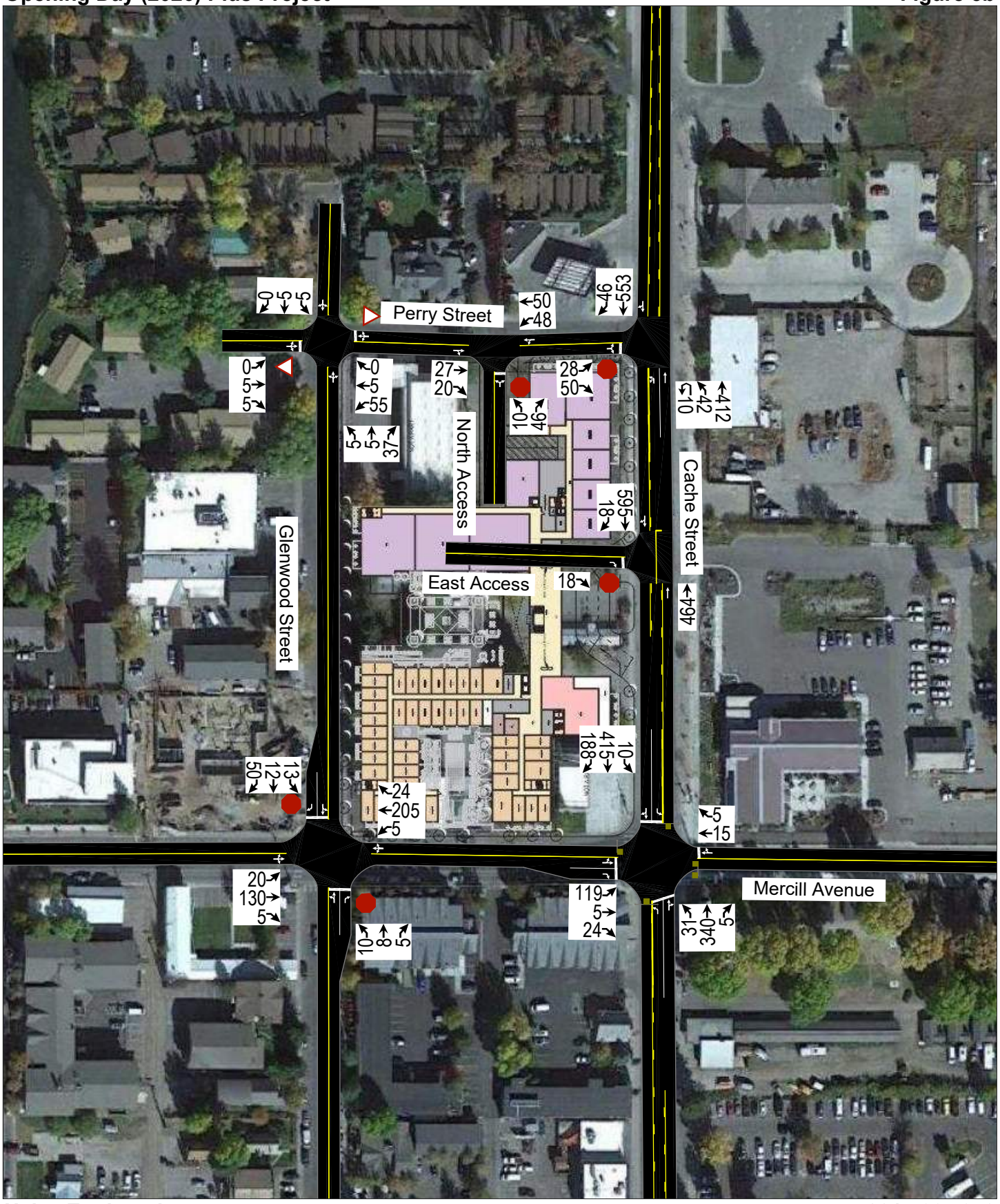
1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, November 2023

Jackson - North Cache Hotel and Residence TIS **Morning Peak Hour**
Opening Day (2026) Plus Project **Figure 5a**



Hales Engineering **801.766.4343**
1220 North 500 West Ste 202, Lehi, UT, 84043 **11/27/2023**


Perry Street
North Access
East Access
Glenwood Street
Cache Street
Mercill Avenue
0 5 5
0 5 5
0 5 55
27 20
5 5 37
50 48
46 53
28 50
10 46
412 42 10
595 18
18
464
10 415 188
13 12 50
24 205 5
5 15
20 130 5
10 8 5
119 5 24
5 340 13

D. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. No significant queueing is anticipated during the morning and evening peak hours.

E. Mitigation Measures

No mitigation measures are recommended.

F. Auxiliary Lanes

Auxiliary lanes are deceleration (ingress) or acceleration (egress) turn lanes that provide for safe turning movements that have less impact on through traffic. These lanes are sometimes needed at accesses or roadway intersections if right- or left-turn volumes are high enough. Since the city of Jackson has not adopted their own standards for auxiliary lane warrants, the most current WYDOT practice was followed. Hales Engineering referenced the latest version of the WYDOT Traffic Studies Manual (December 2022) which has its own chart of right-turn lane guidelines on two-lane highways. It also references Chapter 9.7 of the American Association of State Highway and Transportation Officials (AASHTO), *A Policy on the Geometric Design of Highways and Streets,* 7th Edition, 2018 for left-turn lane guidelines (2018).

Based on this, a graph of the WYDOT right-turn criteria for two-lane highways is shown in Figure 6and a graph of the AASHTO left-turn warrant criteria for intersections on arterials in urban areas is shown in Figure 7. Since the evening peak hour volumes are higher than the morning peak hour volumes, the evening peak hour volumes were used in the left-turn warrant analysis.

Based on these guidelines, the existing TWLTL on Cache Street (U.S. 89) that can already be used as a left-turn deceleration lane, and the anticipated opening day (2026) plus project traffic volumes, the following deceleration (ingress) lanes are warranted:

- Mercill Avenue / Cache Street (U.S. 89): Southbound right-turn and eastbound left-turn
- Perry Street / Glenwood Street: Westbound left-turn
- Glenwood Street / Mercill Avenue: Eastbound left-turn and westbound left-turn

It is important to note that all of the listed deceleration (ingress) lanes, except for the westbound left-turn at the Perry Street / Glenwood Street intersection, are also warranted in existing (2023) background conditions, without project traffic added. The Perry Street / Glenwood Street deceleration lane is warranted in anticipated opening day (2026) background conditions, without project traffic added. Therefore, the anticipated traffic volumes from the proposed development are not responsible for pushing traffic volumes over the threshold for meeting these warrants. Based on this, and as a conservative measure in the LOS and capacity analysis, Hales Engineering did not model any of the recommended deceleration (ingress) lanes in opening day (2026) plus project conditions.

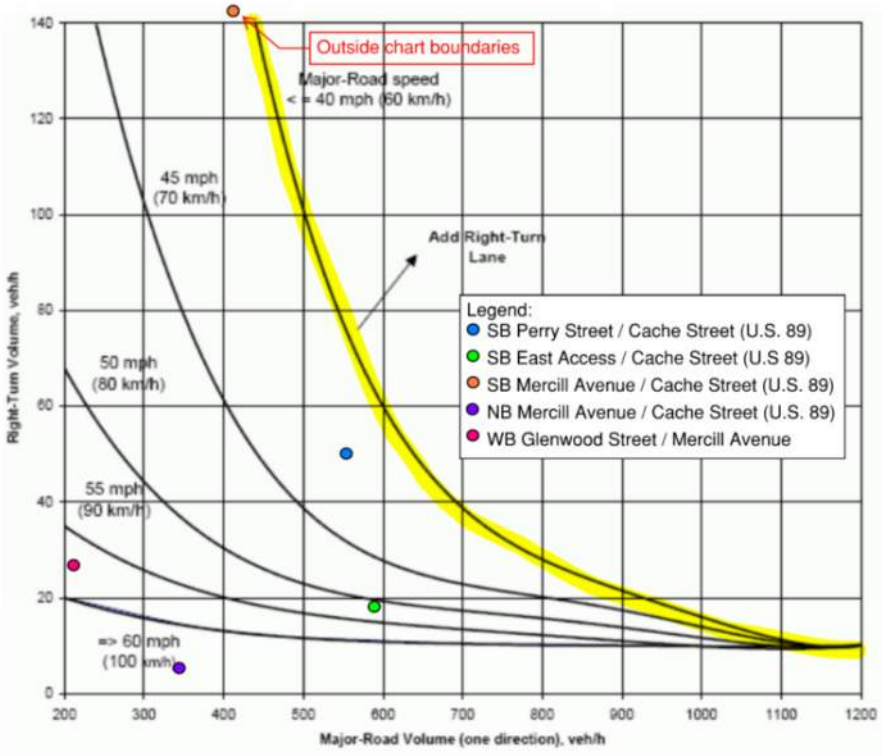


Figure 6: WYDOT Right-Turn Warrants, ≤ 40 mph

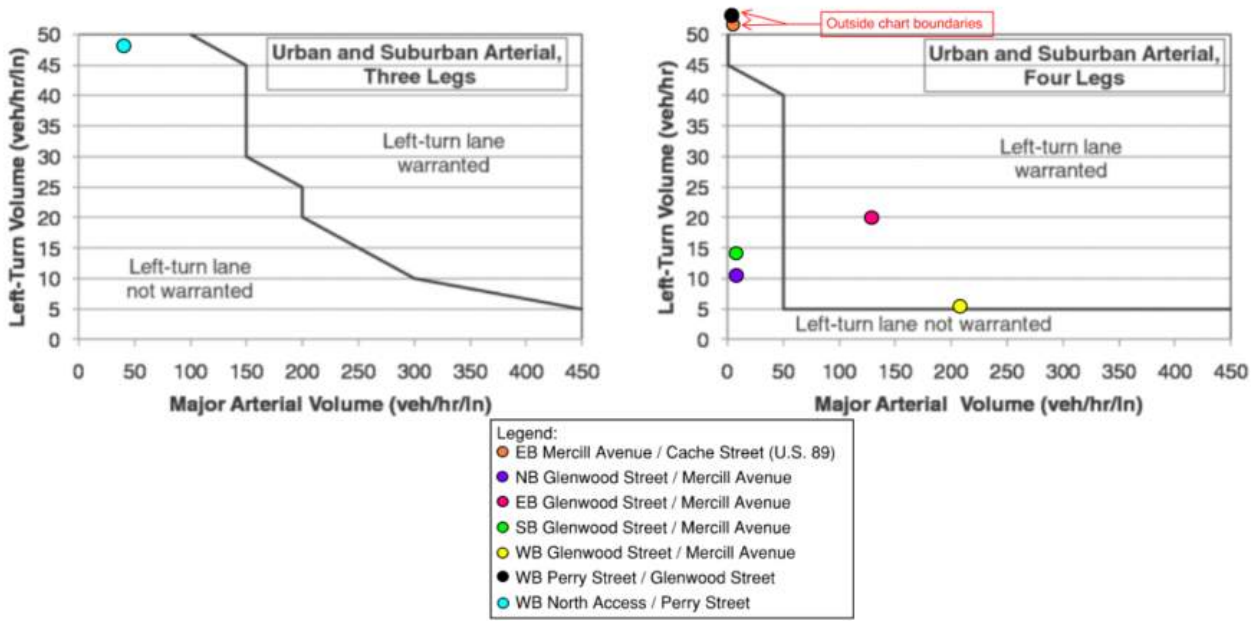


Figure 7: AASHTO Left-Turn Warrants for Intersections on Arterials in Urban Areas

APPENDIX A

Site Plan

MERCILL AVE

PERRY STREET

NORTH CACHE STREET

NOT A PART

NOT A PART

COURTYARD BELOW

POOL DECK BELOW

OPEN TO RESTAURANT BELOW

OPEN BELOW

HOTEL CHECK IN

RESI. CHECK IN

LOBBY 4,839 SF

PORTE COCHERE

12.5%RAMP

12.5%RAMP

LOADING

BUILDING ABOVE

DN

±0'

-5'

+6'

GUEST RM. 482 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 404 SF
GUEST RM. 481 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 477 SF
GUEST RM. 404 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 404 SF
GUEST RM. 404 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394 SF
GUEST RM. 394

APPENDIX B

Turning Movement Counts

Intersection Turning Movement Summary

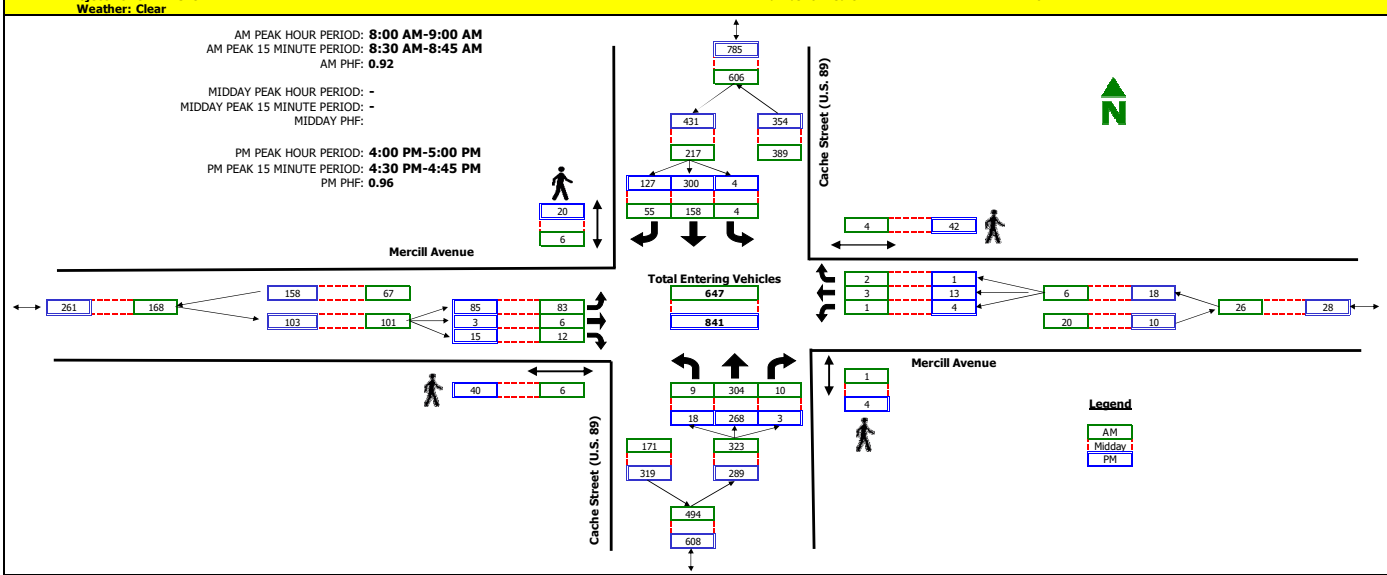
Intersection: Cache Street (U.S. 89) / Mercill Avenue
North/South: Cache Street (U.S. 89)
East/West: Mercill Avenue
Jurisdiction: Jackson
Project Title: North Cache Hotel & Residence TIS
Project No: UT22-2318
Weather: Clear

Date: 7-23-19, Tue
Day of Week Adjustment: 100.0%
Month of Year Adjustment: 164.0%
Adjustment Station #: 0
Growth Rate: 0.0%
Number of Years: 0

AM PEAK HOUR PERIOD: **8:00 AM-9:00 AM**
AM PEAK 15 MINUTE PERIOD: **8:30 AM-8:45 AM**
AM PHF: **0.92**

MIDDAY PEAK HOUR PERIOD: **-**
MIDDAY PEAK 15 MINUTE PERIOD: **-**
MIDDAY PHF:

PM PEAK HOUR PERIOD: **4:00 PM-5:00 PM**
PM PEAK 15 MINUTE PERIOD: **4:30 PM-4:45 PM**
PM PHF: **0.96**



RAW COUNT SUMMARIES	Cache Street (U.S. 89) Northbound				Cache Street (U.S. 89) Southbound				Mercill Avenue Eastbound				Mercill Avenue Westbound				TOTAL
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	

AM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
7:00 - 7:15	1	57	1	0	1	27	10	0	10	2	1	0	0	0	0	1	110
7:15 - 7:30	2	50	1	0	1	32	9	0	12	3	2	1	2	1	2	1	117
7:30 - 7:45	1	58	1	0	1	34	7	0	16	1	2	0	0	1	2	1	124
7:45 - 8:00	1	66	0	1	0	45	16	0	18	1	1	2	0	1	0	1	149
8:00 - 8:15	2	72	4	0	1	33	9	5	21	2	2	2	0	0	0	2	146
8:15 - 8:30	4	73	2	0	1	39	12	0	21	2	2	1	0	1	1	0	158
8:30 - 8:45	1	85	1	1	1	32	21	1	26	1	5	2	1	1	0	1	175
8:45 - 9:00	2	74	3	0	1	54	13	0	15	1	3	1	0	1	1	1	168

MIDDAY PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
9:00 - 9:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:15 - 9:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:30 - 9:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:45 - 10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 - 10:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 - 10:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 - 10:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 - 11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 - 11:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 - 11:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 - 11:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 - 12:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 - 12:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 - 12:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 - 12:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 - 13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00 - 13:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:15 - 13:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:30 - 13:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:45 - 14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00 - 14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15 - 14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30 - 14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45 - 15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00 - 15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15 - 15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30 - 15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45 - 16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

PM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
16:00 - 16:15	5	74	1	1	1	75	27	10	23	1	2	12	1	4	1	12	215
16:15 - 16:30	5	74	0	2	1	74	30	9	23	1	7	11	1	2	0	13	218
16:30 - 16:45	2	71	1	0	1	77	36	1	21	1	4	7	1	5	0	5	220
16:45 - 17:00	6	49	1	1	1	74	34	0	18	0	2	10	1	2	0	12	188
17:00 - 17:15	3	58	1	1	1	78	21	5	24	0	3	12	2	5	0	12	196
17:15 - 17:30	1	57	0	0	1	82	26	2	26	1	2	10	2	4	1	8	203
17:30 - 17:45	3	51	1	0	2	79	23	0	26	0	4	7	2	2	2	3	195
17:45 - 18:00	5	48	0	0	1	69	40	2	16	0	6	7	1	1	0	5	187

Intersection Turning Movement Summary

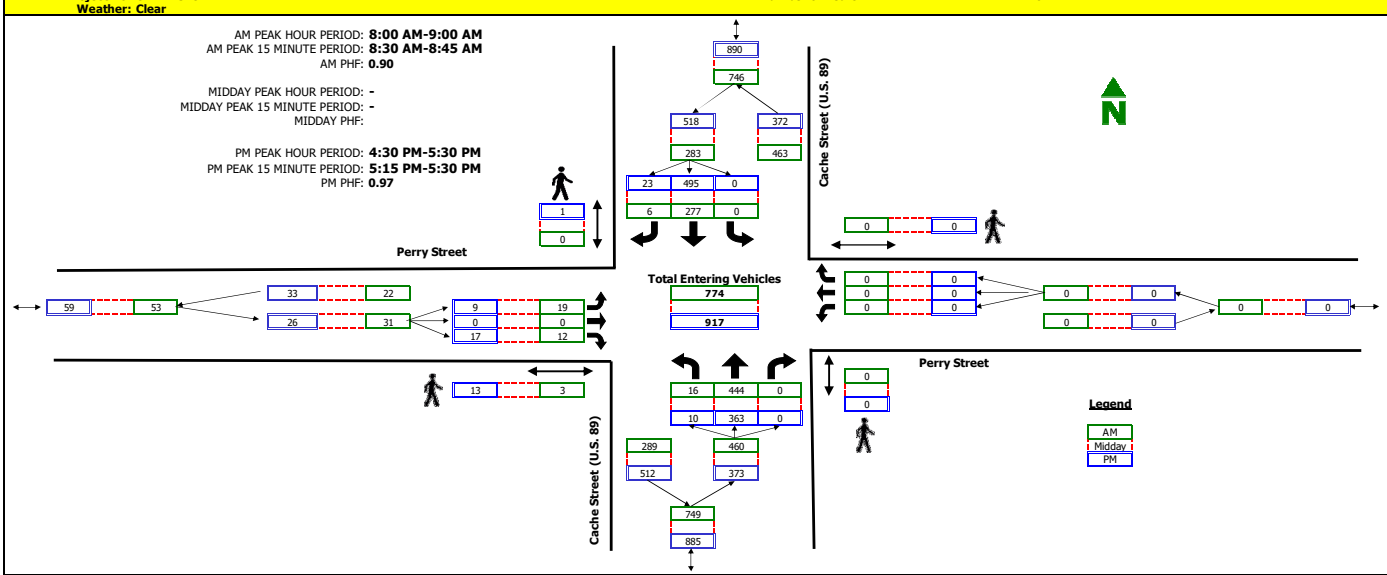
Intersection: Cache Street (U.S. 89) / Perry Street
North/South: Cache Street (U.S. 89)
East/West: Perry Street
Jurisdiction: Jackson
Project Title: North Cache Hotel & Residence TIS
Project No: UT22-2318
Weather: Clear

Date: 9-6-22, Tue
Day of Week Adjustment: 100.0%
Month of Year Adjustment: 140.0%
Adjustment Station #: 0
Growth Rate: 0.0%
Number of Years: 0

AM PEAK HOUR PERIOD: **8:00 AM-9:00 AM**
AM PEAK 15 MINUTE PERIOD: **8:30 AM-8:45 AM**
AM PHF: **0.90**

MIDDAY PEAK HOUR PERIOD: **-**
MIDDAY PEAK 15 MINUTE PERIOD: **-**
MIDDAY PHF:

PM PEAK HOUR PERIOD: **4:30 PM-5:30 PM**
PM PEAK 15 MINUTE PERIOD: **5:15 PM-5:30 PM**
PM PHF: **0.97**



RAW COUNT SUMMARIES	Cache Street (U.S. 89) Northbound				Cache Street (U.S. 89) Southbound				Perry Street Eastbound				Perry Street Westbound				TOTAL
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	

AM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
7:00 - 7:15	1	79	0	0	0	29	1	0	1	0	1	1	0	0	0	0	112
7:15 - 7:30	6	80	0	0	0	40	4	0	2	0	1	1	0	0	0	0	133
7:30 - 7:45	4	88	0	0	0	46	1	0	3	0	3	1	0	0	0	0	145
7:45 - 8:00	4	91	0	0	0	71	3	0	1	0	4	4	0	0	0	0	174
8:00 - 8:15	2	91	0	0	0	56	1	0	5	0	3	1	0	0	0	0	158
8:15 - 8:30	4	109	0	0	0	75	0	0	3	0	4	0	0	0	0	0	195
8:30 - 8:45	5	127	0	0	0	74	4	0	4	0	2	1	0	0	0	0	216
8:45 - 9:00	5	117	0	0	0	72	1	0	7	0	3	1	0	0	0	0	205

MIDDAY PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
9:00 - 9:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:15 - 9:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:30 - 9:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:45 - 10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 - 10:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 - 10:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 - 10:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 - 11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 - 11:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 - 11:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 - 11:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 - 12:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 - 12:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 - 12:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 - 12:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 - 13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00 - 13:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:15 - 13:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:30 - 13:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:45 - 14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00 - 14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15 - 14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30 - 14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45 - 15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00 - 15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15 - 15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30 - 15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45 - 16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

PM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
16:00 - 16:15	2	89	0	0	0	116	6	0	2	0	4	3	0	0	0	0	219
16:15 - 16:30	2	82	0	0	0	109	11	0	1	0	5	2	0	0	0	0	210
16:30 - 16:45	4	83	0	0	0	125	4	0	1	0	6	5	0	0	0	0	223
16:45 - 17:00	1	92	0	0	0	117	4	0	3	0	6	4	0	0	0	0	223
17:00 - 17:15	1	86	0	0	0	131	12	0	3	0	1	0	0	0	0	0	234
17:15 - 17:30	4	102	0	0	0	122	3	1	2	0	4	4	0	0	0	0	237
17:30 - 17:45	2	74	0	0	0	111	9	0	1	0	4	3	0	0	0	0	201
17:45 - 18:00	4	68	0	0	0	119	3	0	5	0	3	2	0	0	0	0	202

Intersection Turning Movement Summary

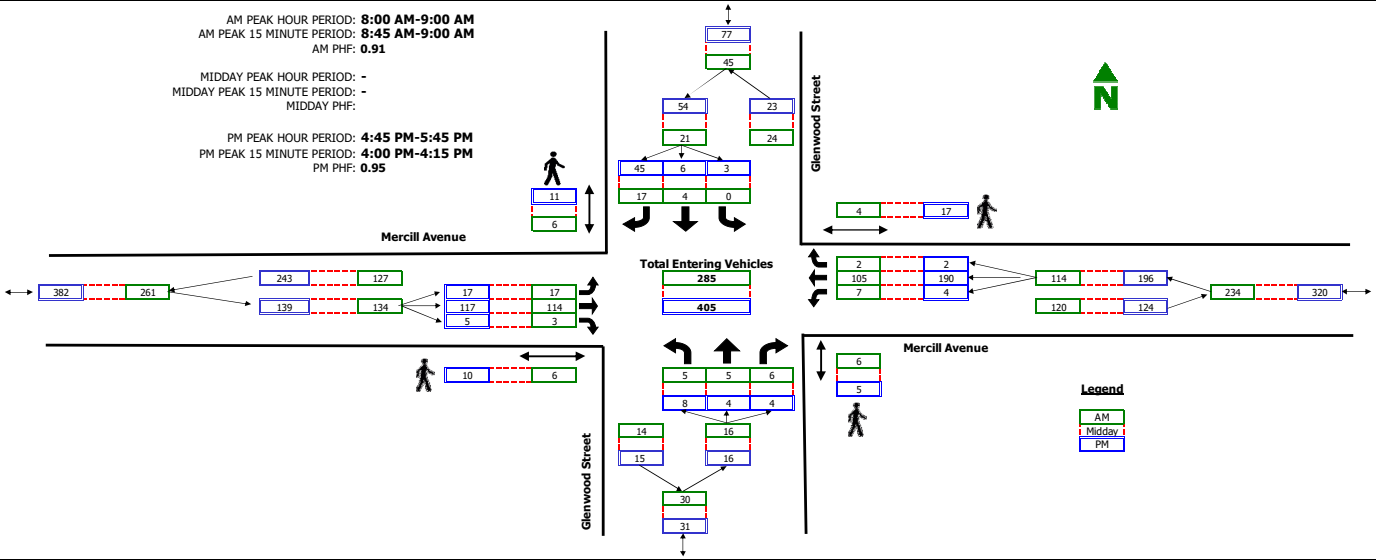
Intersection: Glenwood Street / Mercill Avenue
North/South: Glenwood Street
East/West: Mercill Avenue
Jurisdiction: Jackson
Project Title: North Cache Hotel & Residence TIS
Project No: UT22-2318
Weather: Clear

Date: 9-6-22, Tue
Day of Week Adjustment: 100.0%
Month of Year Adjustment: 140.0%
Adjustment Station #: 0
Growth Rate: 0.0%
Number of Years: 0

AM PEAK HOUR PERIOD: **8:00 AM-9:00 AM**
AM PEAK 15 MINUTE PERIOD: **8:45 AM-9:00 AM**
AM PHF: **0.91**

MIDDAY PEAK HOUR PERIOD: **-**
MIDDAY PEAK 15 MINUTE PERIOD: **-**
MIDDAY PHF:

PM PEAK HOUR PERIOD: **4:45 PM-5:45 PM**
PM PEAK 15 MINUTE PERIOD: **4:00 PM-4:15 PM**
PM PHF: **0.95**



RAW COUNT SUMMARIES	Glenwood Street Northbound				Glenwood Street Southbound				Mercill Avenue Eastbound				Mercill Avenue Westbound				TOTAL
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	

AM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
7:00 - 7:15	0	1	1	4	0	0	4	2	5	16	1	1	3	9	0	3	40
7:15 - 7:30	0	1	0	0	0	3	4	3	4	19	1	1	0	16	1	1	49
7:30 - 7:45	1	0	1	4	0	2	2	3	9	17	1	2	2	21	0	3	56
7:45 - 8:00	1	1	2	1	1	2	5	1	4	20	1	0	1	25	1	1	64
8:00 - 8:15	1	1	1	1	0	1	4	0	5	26	1	2	2	19	0	1	61
8:15 - 8:30	2	1	1	3	0	1	3	1	4	28	1	1	1	32	1	1	75
8:30 - 8:45	1	1	1	0	0	0	4	2	2	31	1	1	1	29	0	1	71
8:45 - 9:00	1	2	3	2	0	2	6	3	6	29	0	2	3	25	1	1	78

MIDDAY PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
9:00 - 9:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:15 - 9:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:30 - 9:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:45 - 10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 - 10:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 - 10:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 - 10:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 - 11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 - 11:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 - 11:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 - 11:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 - 12:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 - 12:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 - 12:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 - 12:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 - 13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00 - 13:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:15 - 13:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:30 - 13:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:45 - 14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00 - 14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15 - 14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30 - 14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45 - 15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00 - 15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15 - 15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30 - 15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45 - 16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

PM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
16:00 - 16:15	2	0	5	1	1	2	12	1	3	25	4	1	3	49	1	1	107
16:15 - 16:30	1	0	4	4	1	1	12	2	3	31	1	4	0	39	0	1	93
16:30 - 16:45	1	0	2	2	0	1	9	1	4	24	1	3	3	37	0	1	82
16:45 - 17:00	1	1	0	1	1	1	6	4	6	33	1	2	1	49	1	5	101
17:00 - 17:15	1	1	1	2	1	2	16	1	4	24	1	1	1	46	1	2	99
17:15 - 17:30	3	0	2	1	0	1	8	5	3	34	1	2	1	49	0	2	102
17:30 - 17:45	3	2	1	1	1	2	15	1	4	26	2	5	1	46	0	8	103
17:45 - 18:00	1	2	3	2	0	1	4	4	2	24	1	5	4	45	1	2	88

Intersection Turning Movement Summary

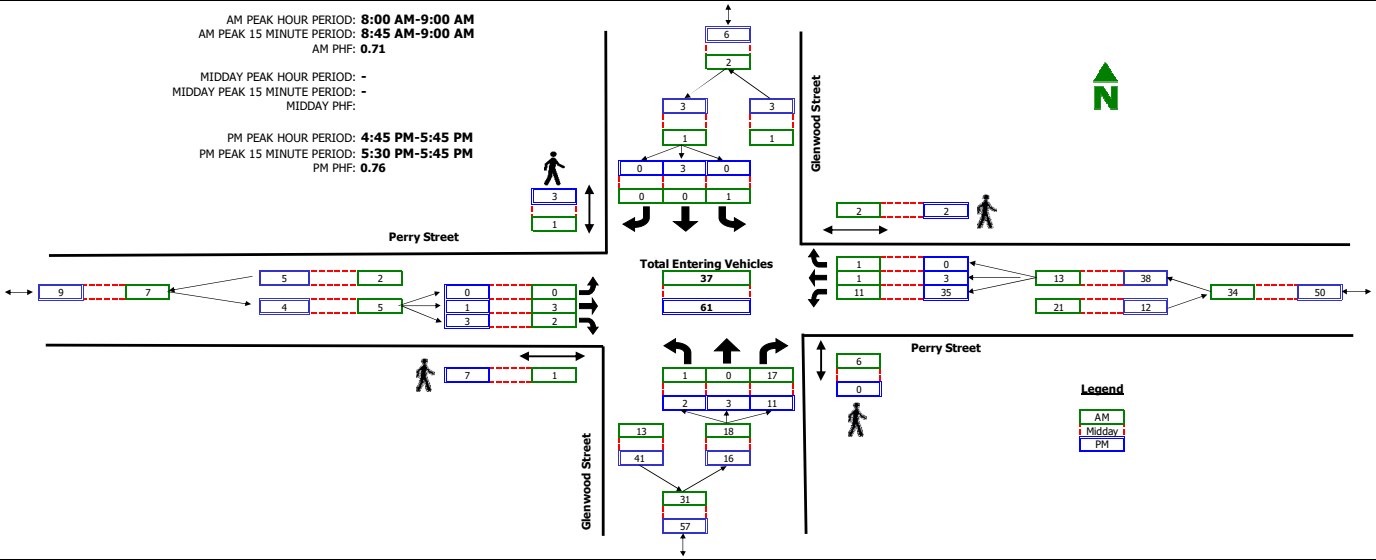
Intersection: Glenwood Street / Perry Street
North/South: Glenwood Street
East/West: Perry Street
Jurisdiction: Jackson
Project Title: North Cache Hotel & Residence TIS
Project No: UT22-2318
Weather: Clear

Date: 9-6-22, Tue
Day of Week Adjustment: 100.0%
Month of Year Adjustment: 140.0%
Adjustment Station #: 0
Growth Rate: 0.0%
Number of Years: 0

AM PEAK HOUR PERIOD: **8:00 AM-9:00 AM**
AM PEAK 15 MINUTE PERIOD: **8:45 AM-9:00 AM**
AM PHF: **0.71**

MIDDAY PEAK HOUR PERIOD: **-**
MIDDAY PEAK 15 MINUTE PERIOD: **-**
MIDDAY PHF:

PM PEAK HOUR PERIOD: **4:45 PM-5:45 PM**
PM PEAK 15 MINUTE PERIOD: **5:30 PM-5:45 PM**
PM PHF: **0.76**



RAW COUNT SUMMARIES	Glenwood Street Northbound				Glenwood Street Southbound				Perry Street Eastbound				Perry Street Westbound				TOTAL
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	

AM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
7:00 - 7:15	0	0	4	0	0	1	0	0	0	0	0	1	1	0	0	0	6
7:15 - 7:30	0	0	2	1	0	0	0	1	0	0	0	1	4	0	1	1	7
7:30 - 7:45	1	0	4	0	0	0	0	1	0	0	0	1	2	0	0	1	7
7:45 - 8:00	0	0	1	1	0	0	0	1	0	0	1	0	5	0	0	1	7
8:00 - 8:15	0	0	4	4	0	0	0	0	0	1	1	0	1	0	0	2	7
8:15 - 8:30	1	0	3	2	0	0	0	0	0	1	1	0	1	1	0	0	8
8:30 - 8:45	0	0	4	0	0	0	0	1	0	0	0	1	5	0	0	0	9
8:45 - 9:00	0	0	6	0	1	0	0	0	0	1	0	0	4	0	1	0	13

MIDDAY PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
9:00 - 9:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:15 - 9:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:30 - 9:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:45 - 10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 - 10:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 - 10:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 - 10:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 - 11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 - 11:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 - 11:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 - 11:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 - 12:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 - 12:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 - 12:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 - 12:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 - 13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00 - 13:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:15 - 13:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:30 - 13:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:45 - 14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00 - 14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15 - 14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30 - 14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45 - 15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00 - 15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15 - 15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30 - 15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45 - 16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

PM PERIOD COUNTS

Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
16:00 - 16:15	0	0	4	0	0	1	0	0	0	1	1	0	6	0	0	1	13
16:15 - 16:30	1	0	1	0	0	0	0	1	0	0	0	1	12	1	0	1	15
16:30 - 16:45	0	0	2	0	0	0	0	0	0	0	0	0	6	0	1	0	9
16:45 - 17:00	0	1	3	0	0	1	0	1	0	0	0	1	5	1	0	0	11
17:00 - 17:15	0	1	1	0	0	1	0	2	0	1	1	3	12	1	0	1	18
17:15 - 17:30	1	1	3	0	0	1	0	0	0	0	1	1	4	1	0	1	12
17:30 - 17:45	1	0	4	0	0	0	0	0	0	0	1	2	14	0	0	0	20
17:45 - 18:00	1	0	1	0	0	0	1	0	0	1	1	0	4	0	0	0	9

APPENDIX C

LOS Results

HALES ENGINEERING
innovative transportation solutions

SimTraffic LOS Report

Project: Jackson - North Cache Hotel and Residence TIS
Analysis Period: *Existing (2022) Background*
Time Period: *Morning Peak Hour* **Project #:** *UT22-2318*

Intersection: Cache Street & Mercill Avenue
Type: Signalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	12	10	82	8.8	*A*
	T	359	358	100	3.8	*A*
	R	10	9	88	2.0	*A*
	Subtotal	381	377	99	3.9	*A*
SB	L	6	6	96	5.7	*A*
	T	212	212	100	3.6	*A*
	R	98	108	110	2.1	*A*
	Subtotal	316	326	103	3.1	*A*
EB	L	100	99	99	35.9	*D*
	T	7	7	97	33.1	*C*
	R	13	14	106	6.3	*A*
	Subtotal	120	120	100	32.3	*C*
WB	L	1	0	0		
	T	4	4	100	45.2	*D*
	R	4	4	100	4.8	*A*
	Subtotal	9	8	89	25.0	*C*
Total		828	831	100	7.9	*A*

Intersection: Cache Street & Perry Street
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	16	15	92	3.7	*A*
	T	449	447	100	1.2	*A*
	Subtotal	465	462	99	1.3	*A*
SB	T	302	308	102	0.9	*A*
	R	6	6	96	0.6	*A*
	Subtotal	308	314	102	0.9	*A*
EB	***L***	***19***	***20***	***107***	***9.3***	***A***
	R	12	14	114	4.7	*A*
	Subtotal	31	34	110	7.4	*A*
Total		804	810	101	1.4	*A*

SimTraffic LOS Report

Project: Jackson - North Cache Hotel and Residence TIS
Analysis Period: *Existing (2022) Background*
Time Period: *Morning Peak Hour* **Project #:** *UT22-2318*

Intersection: Glenwood Street & Mercill Avenue
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	5	4	80	5.7	*A*
	T	5	6	120	6.0	*A*
	R	6	6	96	3.0	*A*
	Subtotal	16	16	100	4.8	*A*
SB	***T***	***4***	***4***	***100***	***7.0***	***A***
	R	17	16	93	3.3	*A*
	Subtotal	21	20	95	4.0	*A*
EB	L	17	17	99	2.1	*A*
	T	114	115	101	0.2	*A*
	R	3	3	100	0.2	*A*
	Subtotal	134	135	101	0.4	*A*
WB	L	7	6	83	2.4	*A*
	T	105	112	107	0.3	*A*
	R	2	4	200	0.3	*A*
	Subtotal	114	122	107	0.4	*A*
Total		286	293	102	0.9	*A*

Intersection: Glenwood Street & Perry Street
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	1	0	0		
	T	6	7	117	0.4	*A*
	R	17	19	110	0.6	*A*
	Subtotal	24	26	108	0.5	*A*
SB	L	1	2	200	1.0	*A*
	Subtotal	1	2	200	1.0	*A*
EB	***T***	***3***	***3***	***100***	***1.6***	***A***
	R	2	1	50	0.5	*A*
	Subtotal	5	4	80	1.3	*A*
WB	L	11	9	80	1.5	*A*
	T	10	12	117	0.4	*A*
	R	1	1	100	0.8	*A*
	Subtotal	22	22	100	0.9	*A*
Total		53	54	102	0.8	*A*

HALES ENGINEERING
innovative transportation solutions

SimTraffic LOS Report

Project: Jackson - North Cache Hotel and Residence TIS
Analysis Period: *Existing (2022) Background*
Time Period: *Evening Peak Hour* **Project #:** *UT22-2318*

Intersection: Cache Street & Mercill Avenue
Type: Signalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	20	22	111	12.4	*B*
	T	282	276	98	3.9	*A*
	R	3	3	100	3.6	*A*
	Subtotal	305	301	99	4.5	*A*
SB	L	7	7	97	6.4	*A*
	T	359	354	99	5.1	*A*
	R	162	161	100	3.6	*A*
	Subtotal	528	522	99	4.7	*A*
EB	L	103	108	105	43.1	*D*
	T	4	3	75	47.4	*D*
	R	17	16	93	9.1	*A*
	Subtotal	124	127	102	38.9	*D*
WB	L	4	3	75	39.9	*D*
	T	14	13	91	42.0	*D*
	R	2	2	100	7.6	*A*
	Subtotal	20	18	90	37.8	*D*
Total		978	968	99	9.6	*A*

Intersection: Cache Street & Perry Street
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	10	8	78	4.3	*A*
	T	379	377	99	1.2	*A*
	Subtotal	389	385	99	1.3	*A*
SB	T	508	507	100	1.6	*A*
	R	23	23	101	1.0	*A*
	Subtotal	531	530	100	1.6	*A*
EB	***L***	***9***	***8***	***86***	***10.9***	***B***
	R	17	15	87	5.0	*A*
	Subtotal	26	23	88	7.1	*A*
Total		946	938	99	1.6	*A*

SimTraffic LOS Report

Project: Jackson - North Cache Hotel and Residence TIS
Analysis Period: *Existing (2022) Background*
Time Period: *Evening Peak Hour* **Project #:** *UT22-2318*

Intersection: Glenwood Street & Mercill Avenue
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	8	8	97	6.4	*A*
	T	4	5	125	6.9	*A*
	R	4	4	100	3.1	*A*
	Subtotal	16	17	106	5.8	*A*
SB	***L***	***3***	***2***	***67***	***10.2***	***B***
	T	6	7	112	8.6	*A*
	R	45	42	93	4.0	*A*
	Subtotal	54	51	94	4.9	*A*
EB	L	17	18	104	2.3	*A*
	T	117	119	101	0.2	*A*
	R	5	5	100	0.1	*A*
	Subtotal	139	142	102	0.5	*A*
WB	L	4	3	75	2.6	*A*
	T	190	189	100	0.5	*A*
	R	2	2	100	0.4	*A*
	Subtotal	196	194	99	0.5	*A*
Total		406	404	100	1.3	*A*

Intersection: Glenwood Street & Perry Street
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	2	2	100	1.5	*A*
	T	9	12	133	0.5	*A*
	R	12	12	98	0.6	*A*
	Subtotal	23	26	113	0.6	*A*
SB	L	1	1	100	1.1	*A*
	T	3	3	100	0.1	*A*
	Subtotal	4	4	100	0.4	*A*
EB	T	3	2	67	1.4	*A*
	R	3	3	100	0.5	*A*
	Subtotal	6	5	83	0.9	*A*
WB	L	40	38	95	1.5	*A*
	T	***3***	***3***	***100***	***2.0***	***A***
	Subtotal	43	41	95	1.5	*A*
Total		76	76	100	1.1	*A*

HALES ENGINEERING
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SimTraffic LOS Report

Project: Jackson - North Cache Hotel and Residence TIS
Analysis Period: *Opening Day (2026) Background*
Time Period: *Morning Peak Hour* **Project #:** *UT22-2318*

Intersection: Cache Street (U.S. 89)/Cache Street & Mercill Avenue
Type: Signalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	15	15	98	8.0	*A*
	T	390	388	99	4.1	*A*
	R	15	19	125	3.3	*A*
	Subtotal	420	422	100	4.2	*A*
SB	L	10	9	88	8.7	*A*
	T	232	235	101	3.7	*A*
	R	115	112	97	2.3	*A*
	Subtotal	357	356	100	3.4	*A*
EB	L	110	108	98	34.6	*C*
	T	15	13	85	36.3	*D*
	R	15	14	92	6.7	*A*
	Subtotal	140	135	96	31.9	*C*
WB	T	5	4	80	30.0	*C*
	R	5	6	120	6.2	*A*
	Subtotal	10	10	100	15.7	*B*
Total		929	923	99	8.1	*A*

Intersection: Cache Street & Perry Street
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	20	20	101	3.7	*A*
	T	488	483	99	1.2	*A*
	Subtotal	508	503	99	1.3	*A*
SB	T	340	337	99	0.9	*A*
	R	10	10	98	0.8	*A*
	Subtotal	350	347	99	0.9	*A*
EB	***L***	***25***	***24***	***97***	***10.6***	***B***
	R	15	16	105	4.3	*A*
	Subtotal	40	40	100	8.1	*A*
Total		898	890	99	1.5	*A*

SimTraffic LOS Report

Project: Jackson - North Cache Hotel and Residence TIS
Analysis Period: *Opening Day (2026) Background*
Time Period: *Morning Peak Hour* **Project #:** *UT22-2318*

Intersection: Glenwood Street & Mercill Avenue
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	10	9	88	5.7	*A*
	T	***10***	***11***	***107***	***7.2***	***A***
	R	10	8	78	3.8	*A*
	Subtotal	30	28	93	5.7	*A*
SB	L	5	5	100	6.0	*A*
	T	5	4	80	6.8	*A*
	R	20	22	111	3.2	*A*
	Subtotal	30	31	103	4.1	*A*
EB	L	20	21	106	2.0	*A*
	T	125	121	97	0.2	*A*
	R	5	5	100	0.1	*A*
	Subtotal	150	147	98	0.5	*A*
WB	L	10	8	78	2.1	*A*
	T	115	111	96	0.4	*A*
	R	10	11	107	0.3	*A*
	Subtotal	135	130	96	0.5	*A*
Total		346	336	97	1.3	*A*

Intersection: Glenwood Street & Perry Street
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	***L***	***5***	***5***	***100***	***1.9***	***A***
	T	10	11	105	0.7	*A*
	R	25	26	105	0.6	*A*
	Subtotal	40	42	105	0.8	*A*
SB	L	5	4	80	1.3	*A*
	Subtotal	5	4	80	1.3	*A*
EB	T	5	4	80	1.9	*A*
	R	5	5	100	0.4	*A*
	Subtotal	10	9	90	1.1	*A*
WB	L	15	16	105	1.8	*A*
	T	10	9	92	1.1	*A*
	R	5	5	100	1.0	*A*
	Subtotal	30	30	100	1.5	*A*
Total		85	85	100	1.1	*A*

HALES ENGINEERING
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SimTraffic LOS Report

Project: Jackson - North Cache Hotel and Residence TIS
Analysis Period: *Opening Day (2026) Background*
Time Period: *Evening Peak Hour* **Project #:** *UT22-2318*

Intersection: Cache Street (U.S. 89)/Cache Street & Mercill Avenue
Type: Signalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	25	22	89	12.5	*B*
	T	305	301	99	3.8	*A*
	R	5	6	120	2.4	*A*
	Subtotal	335	329	98	4.4	*A*
SB	L	10	11	107	7.7	*A*
	T	388	385	99	5.8	*A*
	R	175	175	100	4.2	*A*
	Subtotal	573	571	100	5.3	*A*
EB	L	115	117	102	43.6	*D*
	T	5	4	80	39.5	*D*
	R	20	20	101	9.4	*A*
	Subtotal	140	141	101	38.6	*D*
WB	T	15	14	92	40.7	*D*
	R	5	6	120	8.2	*A*
	Subtotal	20	20	100	31.0	*C*
Total		1,068	1,061	99	9.9	*A*

Intersection: Cache Street & Perry Street
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	15	15	98	4.6	*A*
	T	412	409	99	1.2	*A*
	Subtotal	427	424	99	1.3	*A*
SB	T	550	548	100	1.7	*A*
	R	25	24	97	1.8	*A*
	Subtotal	575	572	99	1.7	*A*
EB	***L***	***10***	***8***	***78***	***11.0***	***B***
	R	20	20	101	5.9	*A*
	Subtotal	30	28	93	7.4	*A*
Total		1,032	1,024	99	1.7	*A*

SimTraffic LOS Report

Project: Jackson - North Cache Hotel and Residence TIS
Analysis Period: *Opening Day (2026) Background*
Time Period: *Evening Peak Hour* **Project #:** *UT22-2318*

Intersection: Glenwood Street & Mercill Avenue
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	10	8	78	7.9	*A*
	T	5	5	100	8.9	*A*
	R	5	6	120	3.5	*A*
	Subtotal	20	19	95	6.8	*A*
SB	***L***	***5***	***5***	***100***	***9.2***	***A***
	T	10	9	88	8.8	*A*
	R	50	49	98	4.2	*A*
	Subtotal	65	63	97	5.3	*A*
EB	L	20	19	96	2.6	*A*
	T	130	128	99	0.3	*A*
	R	5	5	100	0.2	*A*
	Subtotal	155	152	98	0.6	*A*
WB	L	5	5	100	2.0	*A*
	T	205	202	99	0.5	*A*
	R	5	5	100	0.4	*A*
	Subtotal	215	212	99	0.5	*A*
Total		455	446	98	1.5	*A*

Intersection: Glenwood Street & Perry Street
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	5	5	100	1.9	*A*
	T	10	10	105	0.4	*A*
	R	15	14	92	0.7	*A*
	Subtotal	30	29	97	0.8	*A*
SB	L	5	5	100	1.3	*A*
	T	5	5	100	0.2	*A*
	Subtotal	10	10	100	0.8	*A*
EB	T	5	4	80	1.9	*A*
	R	5	6	120	0.4	*A*
	Subtotal	10	10	100	1.0	*A*
WB	L	45	43	95	1.7	*A*
	T	***5***	***7***	***140***	***2.2***	***A***
	Subtotal	50	50	100	1.8	*A*
Total		100	99	99	1.3	*A*

HALES ENGINEERING
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SimTraffic LOS Report

Project: Jackson - North Cache Hotel and Residence TIS
Analysis Period: *Opening Day (2026) Plus Project*
Time Period: *Morning Peak Hour* **Project #:** *UT22-2318*

Intersection: Cache Street (U.S. 89)/Cache Street & Mercill Avenue
Type: Signalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	20	18	91	9.1	*A*
	T	413	433	105	4.7	*A*
	R	15	14	92	3.9	*A*
	Subtotal	448	465	104	4.8	*A*
SB	L	10	9	88	8.8	*A*
	T	263	255	97	3.5	*A*
	R	125	129	103	2.1	*A*
	Subtotal	398	393	99	3.2	*A*
EB	L	112	122	109	35.8	*D*
	T	15	15	98	35.8	*D*
	R	20	24	122	7.6	*A*
	Subtotal	147	161	110	31.6	*C*
WB	T	5	5	100	30.8	*C*
	R	5	6	120	6.8	*A*
	Subtotal	10	11	110	17.7	*B*
Total		1,003	1,030	103	8.5	*A*

Intersection: Cache Street & Perry Street
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	38	38	100	3.1	*A*
	T	488	516	106	0.4	*A*
	Subtotal	526	554	105	0.6	*A*
SB	T	343	339	99	1.1	*A*
	R	23	24	105	0.8	*A*
	Subtotal	366	363	99	1.1	*A*
EB	***L***	***43***	***39***	***90***	***11.9***	***B***
	R	48	50	104	5.5	*A*
	Subtotal	91	89	98	8.3	*A*
Total		988	1,012	102	1.4	*A*

HALES ENGINEERING
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SimTraffic LOS Report

Project: Jackson - North Cache Hotel and Residence TIS
Analysis Period: *Opening Day (2026) Plus Project*
Time Period: *Morning Peak Hour* **Project #:** *UT22-2318*

Intersection: Glenwood Street & Mercill Avenue
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	10	8	78	6.0	*A*
	T	***12***	***12***	***98***	***7.2***	***A***
	R	10	9	88	3.7	*A*
	Subtotal	32	29	91	5.8	*A*
SB	L	12	14	114	5.8	*A*
	T	7	7	97	6.4	*A*
	R	20	22	111	3.4	*A*
	Subtotal	39	43	110	4.7	*A*
EB	L	20	18	91	2.1	*A*
	T	125	138	111	0.2	*A*
	R	5	5	100	0.1	*A*
	Subtotal	150	161	107	0.4	*A*
WB	L	10	10	98	2.1	*A*
	T	115	114	99	0.5	*A*
	R	25	27	109	0.3	*A*
	Subtotal	150	151	101	0.6	*A*
Total		372	384	103	1.4	*A*

Intersection: Glenwood Street & Perry Street
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	***L***	***5***	***4***	***80***	***1.7***	***A***
	T	10	11	116	0.5	*A*
	R	42	42	99	0.6	*A*
	Subtotal	57	57	100	0.7	*A*
SB	L	5	6	120	1.2	*A*
	Subtotal	5	6	120	1.2	*A*
EB	T	5	4	80	1.4	*A*
	R	5	6	120	0.4	*A*
	Subtotal	10	10	100	0.8	*A*
WB	L	24	25	105	1.6	*A*
	T	10	12	114	1.0	*A*
	R	5	5	100	0.7	*A*
	Subtotal	39	42	108	1.3	*A*
Total		111	115	104	0.9	*A*

HALES ENGINEERING
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SimTraffic LOS Report

Project: Jackson - North Cache Hotel and Residence TIS
Analysis Period: *Opening Day (2026) Plus Project*
Time Period: *Morning Peak Hour* **Project #:** *UT22-2318*

Intersection: Cache Street & East Access
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	532	563	106	0.9	*A*
	Subtotal	532	563	106	0.9	*A*
SB	T	382	377	99	0.4	*A*
	R	15	17	111	0.2	*A*
	Subtotal	397	394	99	0.4	*A*
EB	***R***	***15***	***15***	***98***	***3.8***	***A***
	Subtotal	15	15	100	3.8	*A*
Total		945	972	103	0.8	*A*

Intersection: North Access & Perry Street
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	***L***	***9***	***9***	***97***	***4.3***	***A***
	R	49	48	97	2.7	*A*
	Subtotal	58	57	98	3.0	*A*
EB	T	37	36	97	0.2	*A*
	R	15	16	105	0.1	*A*
	Subtotal	52	52	100	0.2	*A*
WB	L	31	29	94	1.3	*A*
	T	30	32	107	0.3	*A*
	Subtotal	61	61	100	0.8	*A*
Total		172	170	99	1.3	*A*

HALES ENGINEERING
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SimTraffic LOS Report

Project: Jackson - North Cache Hotel and Residence TIS
Analysis Period: *Opening Day (2026) Plus Project*
Time Period: *Evening Peak Hour* **Project #:** *UT22-2318*

Intersection: Cache Street (U.S. 89)/Cache Street & Mercill Avenue
Type: Signalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	31	32	103	14.9	*B*
	T	340	340	100	4.0	*A*
	R	5	6	120	3.2	*A*
	Subtotal	376	378	101	4.9	*A*
SB	L	10	9	88	10.3	*B*
	T	418	416	100	4.9	*A*
	R	188	191	101	3.2	*A*
	Subtotal	616	616	100	4.5	*A*
EB	L	119	123	103	35.4	*D*
	T	5	5	100	33.8	*C*
	R	24	24	101	8.4	*A*
	Subtotal	148	152	103	31.1	*C*
WB	T	15	14	92	33.5	*C*
	R	5	7	140	6.2	*A*
	Subtotal	20	21	105	24.4	*C*
Total		1,161	1,167	101	8.4	*A*

Intersection: Cache Street & Perry Street
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	42	44	104	5.1	*A*
	T	414	417	101	0.3	*A*
	Subtotal	456	461	101	0.8	*A*
SB	T	553	554	100	2.0	*A*
	R	46	48	104	1.4	*A*
	Subtotal	599	602	101	2.0	*A*
EB	***L***	***28***	***26***	***94***	***12.9***	***B***
	R	50	49	98	6.5	*A*
	Subtotal	78	75	96	8.7	*A*
Total		1,144	1,149	100	1.9	*A*

SimTraffic LOS Report

Project: Jackson - North Cache Hotel and Residence TIS
Analysis Period: *Opening Day (2026) Plus Project*
Time Period: *Evening Peak Hour* **Project #:** *UT22-2318*

Intersection: Glenwood Street & Mercill Avenue
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	10	9	88	7.1	*A*
	T	8	10	121	6.9	*A*
	R	5	5	100	3.5	*A*
	Subtotal	23	24	104	6.3	*A*
SB	***L***	***13***	***13***	***98***	***7.6***	***A***
	T	13	12	92	6.8	*A*
	R	50	52	103	4.1	*A*
	Subtotal	76	77	101	5.1	*A*
EB	L	20	21	106	2.6	*A*
	T	130	133	103	0.2	*A*
	R	5	6	120	0.1	*A*
	Subtotal	155	160	103	0.5	*A*
WB	L	5	4	80	2.8	*A*
	T	206	209	102	0.6	*A*
	R	24	25	105	0.4	*A*
	Subtotal	235	238	101	0.6	*A*
Total		489	499	102	1.6	*A*

Intersection: Glenwood Street & Perry Street
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	***L***	***5***	***5***	***100***	***2.0***	***A***
	T	10	13	133	0.6	*A*
	R	37	38	103	0.5	*A*
	Subtotal	52	56	108	0.7	*A*
SB	L	5	5	100	1.2	*A*
	T	5	5	100	0.2	*A*
	Subtotal	10	10	100	0.7	*A*
EB	T	5	4	80	2.0	*A*
	R	5	4	80	0.4	*A*
	Subtotal	10	8	80	1.2	*A*
WB	L	55	56	102	1.6	*A*
	T	6	7	108	1.7	*A*
	Subtotal	61	63	103	1.6	*A*
Total		133	137	103	1.1	*A*

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SimTraffic LOS Report

Project: Jackson - North Cache Hotel and Residence TIS
Analysis Period: *Opening Day (2026) Plus Project*
Time Period: *Evening Peak Hour* **Project #:** *UT22-2318*

Intersection: Cache Street & East Access
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	467	473	101	0.8	*A*
	Subtotal	467	473	101	0.8	*A*
SB	T	597	596	100	0.7	*A*
	R	18	20	113	0.3	*A*
	Subtotal	615	616	100	0.7	*A*
EB	***R***	***18***	***18***	***101***	***6.3***	***A***
	Subtotal	18	18	100	6.3	*A*
Total		1,100	1,107	101	0.8	*A*

Intersection: North Access & Perry Street
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	***L***	***10***	***10***	***98***	***4.1***	***A***
	R	46	45	97	2.8	*A*
	Subtotal	56	55	98	3.0	*A*
EB	T	28	27	98	0.2	*A*
	R	20	21	106	0.1	*A*
	Subtotal	48	48	100	0.2	*A*
WB	L	48	49	102	1.2	*A*
	T	50	53	105	0.4	*A*
	Subtotal	98	102	104	0.8	*A*
Total		202	205	101	1.2	*A*

APPENDIX D

95th Percentile Queue Length Reports

SimTraffic Queueing Report

Project: Jackson - North Cache Hotel and Residence TIS

Analysis: Existing (2022) Background

Time Period: Morning Peak Hour

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES ENGINEERING
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Project #: UT22-2318

Intersection	NB					SB					EB				WB
	L	LT	R	T	TR	L	LT	LTR	R	TR	LR	LT	LTR	R	LTR
01: Cache Street & Mercill Avenue					125					125		150		50	50
02: Cache Street & Perry Street											50				
03: Glenwood Street & Mercill Avenue		50							50						
04: Glenwood Street & Perry Street															

SimTraffic Queueing Report

Project: Jackson - North Cache Hotel and Residence TIS

Analysis: Existing (2022) Background

Time Period: Evening Peak Hour

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES ENGINEERING
innovative transportation solutions

Project #: UT22-2318

Intersection	NB					SB				EB				WB
	L	LT	R	T	TR	L	LT	R	TR	LR	LT	LTR	R	LTR
01: Cache Street & Mercill Avenue	50				100	50			175		150		75	50
02: Cache Street & Perry Street				50					50	50				
03: Glenwood Street & Mercill Avenue		50					50	50						
04: Glenwood Street & Perry Street														

SimTraffic Queueing Report

Project: Jackson - North Cache Hotel and Residence TIS

Analysis: Opening Day (2026) Background

Time Period: Morning Peak Hour

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES ENGINEERING
innovative transportation solutions

Project #: UT22-2318

Intersection	NB					SB					EB				WB	
	L	LT	R	T	TR	L	LT	LTR	R	TR	LR	LT	LTR	R	LTR	TR
01: Cache Street (U.S. 89)/Cache Street & Mercill Avenue	50				125	25				125		150		50		50
02: Cache Street & Perry Street	50										50					
03: Glenwood Street & Mercill Avenue		50	50				50		50							
04: Glenwood Street & Perry Street																

SimTraffic Queueing Report

Project: Jackson - North Cache Hotel and Residence TIS

Analysis: Opening Day (2026) Background

Time Period: Evening Peak Hour

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES ENGINEERING
innovative transportation solutions

Project #: UT22-2318

Intersection	NB						SB				EB				WB	
	L	LT	LTR	R	T	TR	L	LT	R	TR	LR	LT	LTR	R	LTR	TR
01: Cache Street (U.S. 89)/Cache Street & Mercill Avenue	50					100	50			200		175		75		50
02: Cache Street & Perry Street	50				50					50	50					
03: Glenwood Street & Mercill Avenue		50		25				50	50							
04: Glenwood Street & Perry Street																

SimTraffic Queueing Report

Project: Jackson - North Cache Hotel and Residence TIS

Analysis: Opening Day (2026) Plus Project

Time Period: Morning Peak Hour

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES ENGINEERING
innovative transportation solutions

Project #: UT22-2318

Intersection	NB						SB					EB				WB		
	L	LR	LT	R	TR	UL	L	LT	LTR	R	TR	LR	LT	LTR	R	LT	LTR	TR
01: Cache Street (U.S. 89)/Cache Street & Mercill Avenue	50				150		25				125		150		100			50
02: Cache Street & Perry Street						50						75						
03: Glenwood Street & Mercill Avenue			50	50				50		50								
04: Glenwood Street & Perry Street																		
05: Cache Street & East Access															50			
06: North Access & Perry Street		50																

SimTraffic Queueing Report

Project: Jackson - North Cache Hotel and Residence TIS

Analysis: Opening Day (2026) Plus Project

Time Period: Evening Peak Hour

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES ENGINEERING
innovative transportation solutions

Project #: UT22-2318

Intersection	NB						SB					EB				WB		
	L	LR	LT	R	TR	UL	L	LT	LTR	R	TR	LR	LT	LTR	R	LT	LTR	TR
01: Cache Street (U.S. 89)/Cache Street & Mercill Avenue	50				100		25				200		150		75			50
02: Cache Street & Perry Street						75						75						
03: Glenwood Street & Mercill Avenue			50	25				50		50								
04: Glenwood Street & Perry Street																		
05: Cache Street & East Access															50			
06: North Access & Perry Street		50																

STAFF REPORT

Meeting Date:	May 6, 2024	**Meeting Title:**	Regular Meeting
Submitting Department:	Administration & Finance	**Presenter:**	Kelly Thompson & Tyler Sinclair
Agenda Item:	Fiscal Year 2024 Budget - Amendment #3	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is for Town Council to consider approval of a resolution adopting amendments to the Town of Jackson's fiscal year 2024 budget.

Requested Action.
Staff requests that the Mayor & Council approve the attached resolution.

Recommendations.
Staff recommends that the Mayor & Council approve the attached resolution.

Background.
The annual adoption of the fiscal year budget, and subsequent amendments, are critical to the Town's ability to accomplish its purpose and mission. The budget is a vehicle for the Council to address strategic priorities and give staff resources to provide core services.

Analysis & Key Policy Questions.
The attached resolution proposes modifications to the Town's current FY2024 budget. The resolution represents the 2024 amended budget divided into budget divisions. There are increased expenditures of $4,448,488, of this, $187,769 are items not previously presented to Council shown in blue below. There are increased revenues of $310,776 assigned to specific funds. Detailed budget amendments include:

- $3,894,982 to complete Core Maintenance Facility
    - This remaining allotment will be funded with interfund loans from the utility funds as approved on 8/1/2022, see previous staff report for details. The interfund loans will be repaid over a 5-year term in monthly installments at current interest rates.
- The following adjustments will have a $46,233 impact within the General Fund. These adjustments are being made to sync the budget with our re-organization:
    - Move EcoSystem Stewardship program from Communication & Strategic Initiatives to Administration.
    - Move Transportation program (County managed staff and services) from Planning to Administration.
    - Reclassification of Planning and Building Director and Director of Communications and Strategic Initiatives
- $122,855 for Town Hall facility upgrades.
    - This will be funded with $22,000 from the Information Technology Services Fund reserve, $30,000 from reduction in capital projects, and $70,855 from the Capital Projects Fund reserve.
- $47,069 Fleet management software to maintain inventory and parts/labor billing to move into the new facility.

    - This will be funded from the Core Maintenance repairs and maintenance budget in the General Fund.
- $19,000 for Dewberry GIS services, the new County GIS consultant, to ensure Town data is included in the County GIS platform.
    - This will be funded with a $7,500 reduction in Planning Professional Services budgeted for GIS and $11,500 from the General Fund reserve.
- The following will be funded with Information Technology Services Fund reserve:
    - $75,000 for Police Department lifecycle replacements missed in FY24 budgeting process.
    - $73,250 for License Plate Reader technology approved on June 5, 2023.
    - $30,000 for Microsoft subscription increase enabling M365 and two-factor authentication.
    - $12,000 for Cisco server to enable Internet security features for Town's upgraded firewall.
- $21,000 for two new housing master leases.
    - There will be revenue offset from employee lease payments. Vacancies will be funded with Employee Housing Fund reserves.
- $4,700 for information technology staff training.
    - This will be funded with General Fund reserve.
- $8,550 for FY2024 Annual Art Plan approved on March 18, 2024.
    - This will be funded with Capital Projects Fund reserve.
- $11,500 for Water Fund truck that exceeded budget approved on January 8, 2024.
    - This will be funded with Water Funded reserves.
- $187,000 to recognize revenue increase for Rodeo Contract from summer 2023.
- $123,776 to recognize revenue increase in Intergovernmental Agreement for Law Enforcement Services provided to Jackson Hole Airport.

Question #1: Does Council have any edits to the staff recommended amendments?

Possible Alternatives.
Council may amend as deemed necessary.

Comprehensive Plan & Priority Alignment.
Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- *Principle 8.1*- Maintain current, coordinated service delivery
    - Policy 8.1.e: Budget for service delivery
- *Principle 8.2* - Coordinate the provision of infrastructure and facilities needed for service delivery
    - Policy 8.1.S.1: Use budgeting to affirm desired service levels from government service providers that address all policies of Principle 8.1.

Fiscal Impact.
The proposed budget adjustments in the attached resolution include only the updates where current division estimates vary significantly from the FY24 budget. The proposed budget adjustments do not address small and relatively immaterial variances between expectations and budget.

Staff Impact.
Town Manager and Directors spend about 20 hours a month reviewing the budget.

Attachments or Links.
Resolution 24-07 adopting amendments to the Fiscal Year 2024 Budget.

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

I move to approve Resolution 24-07 adopting amendments to the fiscal year 2024 budget.

RESOLUTION 24-07

A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2024 BUDGET OF THE TOWN OF JACKSON.

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

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

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2024 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	422,348	-	422,348
Town Attorney	739,593	-	739,593
Municipal Judge	318,646	-	318,646
Administration	471,737	610,206	1,081,943
Internal Services	1,016,974	-	1,016,974
Finance	800,802	-	800,802
Communications and Strategic Initiatives	808,144	(272,960)	535,184
Information Technology	1,114,240	4,700	1,118,940
Planning	1,429,741	(298,513)	1,131,228
Town-Wide Services	379,902	(47,069)	332,833
Town Facilities	958,863	-	958,863
Police - Administration	774,541	-	774,541
Police - Investigations	822,630	-	822,630
Police - Patrol	4,105,145	-	4,105,145
Police - Community Service	743,273	-	743,273
Police - Special Operations	26,623	-	26,623
Victim Services	440,139	-	440,139
Animal Shelter/Control	468,170	-	468,170
Building Inspections	528,455	-	528,455
Public Works Administration	473,740	-	473,740
Streets	2,262,403	-	2,262,403
Engineering	791,825	-	791,825
Yard Operations	58,862	-	58,862
Cemetery	34,493	-	34,493
Social Services	1,471,900	-	1,471,900
Community Initiatives	455,675	-	455,675
County-Budgeted Joint Programs	6,564,526	-	6,564,526
Transfers Out	9,502,098	66,069	9,568,167
Total General Fund	37,985,488	62,433	38,047,921
Affordable Housing	2,598,303	-	2,598,303
Total Affordable Housing Fund	2,598,303	-	2,598,303
Parking Exactions Fund	5,000	-	5,000
Total Parking Exactions Fund	5,000	-	5,000
Parks Exactions	522,000	-	522,000
Total Park Exactions	522,000	-	522,000
Employee Housing Fund	651,554	21,000	570,773
Transfers out	101,781	-	101,781
Total Employee Housing Fund	753,335	21,000	774,335
Animal Care Fund	-	-	-
Transfers Out	61,392	-	61,392
Total Animal Care Fund	61,392	-	61,392
Lodging Tax Fund	550,000	-	550,000
Transfers Out	1,541,779	-	1,541,779
Total Lodging Tax Fund	2,091,779	-	2,091,779
START Administration	2,194,821	-	2,194,821
START Operations	7,926,508	-	7,926,508
START Capital	10,694,738	-	10,694,738
START Transfers	135,952	-	135,952
Total START Fund Expenditures	20,952,019	-	20,952,019
Capital Outlay	22,972,974	3,996,387	26,969,361
Transfers Out	523,550	-	523,550
Total Capital Projects Fund	23,496,524	3,996,387	27,492,911

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Capital Outlay	255,384	-	255,384
Total 2006 SPET	255,384	-	255,384
Capital Outlay	-	-	-
Total 2010 SPET	-	-	-
Capital Outlay	510,000	-	510,000
Total 2014 SPET	510,000	-	510,000
Capital Outlay	20,000	-	20,000
Total 2016 SPET	20,000	-	20,000
Capital Outlay	4,338,473	-	4,338,473
Total 2019 SPET	4,338,473	-	4,338,473
Water Maintenance & Operation	1,354,315	-	1,354,315
Water Wells	348,171	-	348,171
Water Billing & Accounting	325,864	-	325,864
Water Capital Outlay & Improvements	3,359,665	11,500	3,371,165
Water Debt Service	66,970	-	66,970
Water Transfers Out	2,641,278	-	2,641,278
Sewage Plant Operations	1,040,456	-	1,040,456
Sewage Maint. & Operations	645,375	-	645,375
Sewage Billing & Accounting	204,422	-	204,422
Sewage Capital Outlay & Improvements	1,819,591	-	1,819,591
Sewage Transfers Out	2,641,278	-	2,641,278
Total Enterprise Funds	14,447,385	11,500	14,458,885
Employee Insurance	3,502,497	-	3,502,497
Total Insurance Fund	3,502,497	-	3,502,497
Fleet Expenditures	2,443,971	-	2,443,971
Total Fleet Management Fund	2,443,971	-	2,443,971
Central Equipment Expenses	1,514,693	-	1,514,693
Total Central Equipment Fund	1,514,693	-	1,514,693
IT Services	2,206,985	256,319	2,463,304
Transfers Out	-	22,600	22,600
Total IT Service Fund	2,206,985	278,919	2,485,904

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	12,512,280	-	12,512,280
Licenses & Permits	1,461,623	187,000	1,648,623
Intergovernmental Revenue	15,410,435	-	15,410,435
Charges for Services	812,558	123,776	936,334
Fines & Forfeitures	385,000	-	385,000
Miscellaneous Revenue	899,924	-	899,924
Transfers In	2,070,970	-	2,070,970
Total General Fund	33,552,790	310,776	33,863,566
Licenses & Permits	500,000	-	500,000
Miscellaneous Revenue	69,700	-	69,700
Transfers In	1,598,303	-	1,598,303
Total Affordable Housing Fund	2,168,003	-	2,168,003
Licenses & Permits	317,000	-	317,000
Miscellaneous Revenue	36,300	-	36,300
Transfers In	-	-	-
Total Parking Exactions	353,300	-	353,300
Licenses & Permits	50,000	-	50,000
Miscellaneous Revenue	14,200	-	14,200
Total Park Exactions	64,200		64,200
Miscellaneous Revenue	676,701	-	676,701
Transfers In	-	-	-
Total Employee Housing Fund	676,701	-	676,701

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue	66,592	-	66,592
Total Animal Care Fund	66,592	-	66,592
Taxes	1,425,211	-	1,425,211
Intergovernmental Revenue	-	-	-
Miscellaneous Revenue	35,200	-	35,200
Total Lodging Tax Fund	1,460,411	-	1,460,411
Intergovernmental Revenue	15,008,954	-	15,008,954
Charges for Services	2,364,300	-	2,364,300
Miscellaneous Revenue	181,237	-	181,237
Transfers In	3,010,736	-	3,010,736
Total START Fund Revenues	20,565,227	-	20,565,227
Intergovernmental	5,419,922	-	5,419,922
Miscellaneous Revenue	382,744	-	382,744
Transfers In	10,036,486	22,600	10,059,086
Total Capital Projects Fund	15,839,152	22,600	15,861,752
Miscellaneous Revenue	-	-	-
Total 2006 SPET	-		-
Miscellaneous Revenue	3,500	-	3,500
Total 2010 SPET	3,500		3,500
Miscellaneous	80,100	-	80,100
Total 2014 SPET	80,100		80,100
Miscellaneous	8,700	-	8,700
Total 2016 SPET	8,700	-	8,700
Taxes	7,000,000	-	7,000,000
Intergovernmental	170,575	-	170,575
Miscellaneous	150,000	-	150,000
Total 2019 SPET	7,320,575	-	7,320,575
Taxes	3,000,000	-	3,000,000
Miscellaneous	45,000	-	45,000
Total 2022 SPET	3,045,000	-	3,045,000
Water Intergovernmental	1,500,000	-	1,500,000
Water Charges for Services	3,367,348	-	3,367,348
Water Miscellaneous	250,400	-	250,400
Water Transfers In	61,275	-	61,275
Sewage Intergovernmental	-	-	-
Sewage Charges for Services	3,027,207	-	3,027,207
Sewage Miscellaneous	180,880	-	180,880
Sewage Transfers In	61,275	-	61,275
Total Enterprise Funds	8,448,385	-	8,448,385
Charges for Services	2,895,795	-	2,895,795
Miscellaneous Revenue	74,500	-	74,500
Total Employee Insurance Fund	2,970,295	-	2,970,295
Charges for Services	2,428,671	-	2,428,671
Miscellaneous Revenue	(3,500)	-	(3,500)
Transfers In	-	-	-
Total Fleet Management Fund	2,425,171	-	2,425,171
Charges for Services	702,500	-	702,500
Miscellaneous Revenue	17,600	-	17,600
Total Central Equipment Fund	1,121,100	-	1,121,100
Charges for Services	1,412,742	-	1,412,742
Miscellaneous Revenue	33,000	-	33,000
Transfers In	-	66,069	66,069
Total IT Service Fund	1,445,742	66,069	1,511,811

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(4,432,698)	248,343	(4,184,355)
Affordable Housing	(430,300)	-	(430,300)
Parking Exactions Fund	348,300	-	348,300
Park Exactions Fund	(457,800)	-	(457,800)
Employee Housing Fund	(76,634)	(21,000)	(97,634)
Animal Care Fund	5,200	-	5,200
Lodging Tax Fund	(631,368)	-	(631,368)
Start Fund	(386,792)	-	(386,792)
Capital Projects	(7,657,372)	(3,973,787)	(11,631,159)
2006 SPET	(255,384)	-	(255,384)
2010 SPET	3,500	-	3,500
2014 SPET	(429,900)	-	(429,900)
2016 SPET	(11,300)	-	(11,300)
2019 SPET	2,982,102	-	2,982,102
2022 SPET	3,045,000	-	3,045,000
Enterprise Funds	(5,999,000)	(11,500)	(6,010,500)
Employee Insurance Fund	(532,202)	-	(532,202)
Fleet Management Fund	(18,800)	-	(18,800)
Central Equipment Fund	(393,593)	-	(393,593)
IT Services Fund	(761,243)	(212,850)	(974,093)

PASSED, APPROVED, & ADOPTED this 6th day of May , 2024

Town of Jackson

By: _____
Hailey Morton Levinson
Mayor

ATTEST:

By: _____
Riley Taylor
Town Clerk

RESOLUTION 24-08

Authorizing Jackson-Teton County Victim Services
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2024

WHEREAS, the Jackson Town Council recognizes the need for public support for Jackson-Teton County Victim Services; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for Jackson-Teton County Victim Services to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by Jackson-Teton County Victim Services in Old Bill's Fun Run 2024.

BE IT FURTHER RESOLVED that Tracey Trefren is hereby designated as the authorized representative of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 6th day of May 2024.

TOWN OF JACKSON

_____
Hailey Morton Levinson, Mayor

ATTEST:

_____
Riley Taylor, Town Clerk

RESOLUTION 24-09

Authorizing the Jackson - Teton County Animal Shelter
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2024

WHEREAS, the Jackson Town Council recognizes the need for public support for the Jackson - Teton County Animal Shelter; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for the Jackson – Teton County Animal Shelter to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by the Jackson - Teton County Animal Shelter in Old Bill's Fun Run 2024.

BE IT FURTHER RESOLVED that Tony Matthews and Beata Simms are hereby designated as the authorized representatives of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 6th day of May 2024.

TOWN OF JACKSON

_____
Hailey Morton Levinson, Mayor

ATTEST:

_____
Riley Taylor, Town Clerk

STAFF REPORT

Meeting Date:	May 6, 2024	**Meeting Title:**	Regular Town Council Meeting
Submitting Department:	Internal Services	**Presenter:**	Riley Taylor
Agenda Item:	Resolution 24-10: A Resolution Providing Approval of Grant Funding to Expand the Capacity of the Underground Detention Filtration System.	**Public Comment:**	Yes

Purpose & Policy Considerations.
The Town Council and County Commission approve the annual budget for the Jackson Hole Airport and any amendments to it, including the receipt of any grant funding.

Requested Action.
To adopt Resolution 24-10 allowing the Airport to accept grant funding.

Recommendations.
Staff recommends the Town Council adopt Resolution 24-10.

Background.
This is a grant from the Federal Aviation Administration under the Airport Improvement Program Supplemental Discretionary Grant Program.

The maximum federal share for this grant is 93.75%.

In early 2023, the Airport Board applied for an FAA Supplemental Discretionary Funding Opportunity grant to expand the existing stormwater underground detention and filtration system that was originally installed in 2018/2019. In late 2023, the FAA notified the Airport Board that it was selected to receive grant funding to design and construct this proposed project.

Expanding the existing detention system (existing capacity = ~3.86 acre-feet) will allow surface runoff from additional impervious areas on the airfield (runway, taxiways, deice pad areas) that are currently not being captured to have their stormwater runoff be collected and treated. In doing so, this will allow for a significant decrease in total suspended solids (80% minimum) and a decrease in total petroleum hydrocarbons (upwards of 90%) for stormwater collected in these new areas as a biologically active “filter cake layer” builds up in the system over time. All stormwater captured will be processed through the underground stormwater detention and filtration systems, pumped to the surface, and discharged over a riprap stilling basin. The proposed expanded stormwater detention system will have a ~+3.20 acre-feet capacity resulting in a net total stormwater detention capacity of ~7.06 acre-feet. The existing and proposed detention systems will function independent from each other but will be nearly identical in terms of design and construction. This approach simplifies the operation and maintenance of the detention systems as well as reduces the risk of failure.

As a co-sponsor of the AIP Supplemental Discretionary grant, the Town and County are agreeing to the following:

1. The period of performance is four years from grant acceptance (Grant Condition 2)
2. May not spend the funds for ineligible or unallowable costs (Grant Condition 3)

3. The final amount provided by FAA will be based on final audit of the total amount of allowable project costs (Grant Condition 5)
4. Any funds spent fraudulently, wastefully or in violation of U.S. law must be paid back by the sponsor (Grant Condition 9)
5. Must comply with air and water regulations (Grant Condition 14)
6. Must comply with all federal financial reporting requirements (Grant Condition 15)
7. The thirty-nine standard Grant Assurances apply to AIP grants.
8. Grant Condition 26 provides, "The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word 'Sponsor' as used in the application and other assurances is deemed to include all Co-Sponsors."

Analysis & Key Policy Questions.
The Jackson Hole Airport Board approved this grant at its February 23, 2024 meeting.

Possible Alternatives.
1. Adopt the resolution as presented.
2. Adopt the resolution as amended/discussed during the meeting.
3. Do not adopt the resolution.

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

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

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

Attachments or Links.
Draft Grant Agreement
Resolution 24-10

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

I move adoption of Resolution 24-10, and approval of the FAA Grant Agreement for the Underground Detention and Filtration System Expansion Project with the FAA obligation under the grant being a maximum of $2,927,681.

TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING
RESOLUTION 24-10

A RESOLUTION PROVIDING APPROVAL FOR A GRANT FOR
UNDERGROUND DETENTION AND FILTRATION SYSTEM EXPANSION PROJECT
GRANT NO. 3-56-0014-079-2024

WHEREAS, the Jackson Hole Airport Board (the "Board") was organized as an airport board on January 17, 1968, pursuant to Wyoming Statute § 10-5-202; is deemed a joint power board pursuant to Wyoming Statute § 16-1-105; and is the owner and operator of a public use airport known as the Jackson Hole Airport ("Airport"); and

WHEREAS, the Board is authorized to receive grants from the Federal Aviation Administration ("FAA") for planning and/or improvements to the Airport; and

WHEREAS, the Board has received a grant offer from FAA for the "Underground Detention and Filtration System Expansion Project" at the Airport in the maximum amount of $2,927,681, and the Board desires to accept such grant; and

WHEREAS, the FAA requires a resolution of approval from the Town of Jackson, as co-sponsor, in order for the Airport to receive such a grant.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Jackson, Wyoming that it hereby provides approval for the Board to accept FAA Grant Number 3-56-0014-079-2024 in the maximum amount of $2,927,681 for the "Underground Detention and Filtration System Expansion Project", as more fully described in the Project Application.

This Resolution shall become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 6th day of May 2024.

TOWN OF JACKSON, WYOMING

By: _____
Hailey Morton Levinson, Mayor

ATTEST:

_____
Riley Taylor, Town Clerk

U.S. Department of Transportation Federal Aviation Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

April 29, 2024

Ms. Valerie Brown, President
Jackson Hole Airport Board
1250 East Airport Road
Jackson, WY 83001

The Honorable Hailey Morton Levinson, Mayor
Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

Mr. Luther Propst, Chairman
Teton County Board of Commissioners
200 S. Willow Street
Jackson, WY 83001

Dear Ms. Brown, Mayor Morton Levinson, and Commissioner Propst:

The Grant Offer for the FY2022 Competitive Supplemental Discretionary Program Project No. 3-56-0014-079-2024 at Jackson Hole Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.

5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **May 31, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

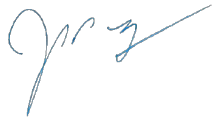
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Rebecca Wersal, (303) 342-1257, rebecca.wersal@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



John P. Bauer
Manager, Denver Airports District Office

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM
FY 2022 COMPETITIVE SUPPLEMENTAL GRANT PROGRAM
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	April 29, 2024	
Airport/Planning Area	Jackson Hole Airport	
Supplemental Appropriation Grant Number	3-56-0014-079-2024	[Contract No. DOT-FA24NM-1010]
Unique Entity Identifier	KELEZHCKXHL6	

TO: Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated November 17, 2023, for a grant of Federal funds for a project at or associated with the Jackson Hole Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Jackson Hole Airport (herein called the "Project") consisting of the following:

Improve Airport Drainage (Underground Stormwater Detention System)

which is more fully described in the Project Application submitted in response to the Notice of Funding Opportunity (NOFO) published on December 29, 2022.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. § 40101, et seq.; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to

the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $2,927,681.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning;
   $ 2,927,681 airport development or noise program implementation; and,
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or Budget Periods (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination:

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.**

   a. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures.

   b. The Sponsor agrees to the post-award performance and project evaluation requirements by the FAA/DOT/Federal government or its agents as specified in the NOFO.

   c. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage.

   d. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before May 31, 2024, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination

of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Supplemental Appropriation Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which

funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. *Posting of contact information*.

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity*.

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.

2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or

ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –

a) Associated with performance under this Grant; or

b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity*. We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –

i. Associated with performance under this Grant; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient*.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.

2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions*. For purposes of this Grant Condition:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or

ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

   i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

   ii. Includes:

   a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

   b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **Grant Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The Sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 2013, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals:

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
   v. A court or grand jury;

vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

29. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).

30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

31. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.

32. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

33. **Airports Geographic Information System (AGIS) Requirements.** AGIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

John P Bauer

(Typed Name)

Manager, Denver ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the grant assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Dated _____

JACKSON HOLE AIRPORT BOARD

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the grant assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Dated _____

TOWN OF JACKSON, WYOMING

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

Attested By:

_____

(Signature of Sponsor's Attestation)

_____

(Typed Name of Sponsor's Attestation)

_____

(Title of Sponsor's Attestation)

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated _____

COUNTY OF TETON, WYOMING

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

Attested By:

_____

(Signature of Sponsor's Attestation)

_____

(Typed Name of Sponsor's Attestation)

_____

(Title of Sponsor's Attestation)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[5]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[5] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1] [2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

    1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

    1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

    2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

    1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
    1. eliminate such adverse effect in a manner approved by the Secretary; or
    2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

    1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

    2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

    3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

    The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

    1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

    2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

    "The **Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport,

or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;
    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the

airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of November 17, 2023.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

    1. Describes the requests;
    2. Provides an explanation as to why the requests could not be accommodated; and
    3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

STAFF REPORT

Meeting Date:	May 6, 2024	**Meeting Title:**	Regular Town Council Meeting
Submitting Department:	Administration	**Presenter:**	Tyler Sinclair
Agenda Item:	Ordinance R - Westbank Sanitation Franchise Renewal – 2nd Reading	**Public Comment:**	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 approve Ordinance R, a waste hauling franchise ordinance with Westbank Sanitation on second reading.

Recommendations.
Staff recommends Council approve Ordinance R on second reading.

Background.
The current waste hauling franchise agreement with Westbank Sanitation expires May 27, 2024. Direction was provided at the March 18 Town Council meeting to place this franchise ordinance on the agenda for first reading at the April 15, 2024 Town Council meeting. Council adopted Ordinance R on first reading at the April 15, 2024 Town Council meeting.

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 the 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. There are multiple meetings prior to May 27 where third reading could occur. The Council can also choose to adopt Ordinance R on third reading at the June 3 Town Council meeting and there would be a mere 5 day lapse in the franchise.

Westbank Sanitation Waste Hauling Franchise Ordinance Readings	
Must be 10 days between 1st and 3rd Reading	
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
Special 9AM Budget Meeting where 3rd Reading Could Occur	13-May-24
Special 1:30 PM Council Workshop where 3rd Reading Could Occur	13-May-24
Regular 9AM Budget Meeting where 3rd Reading Could Occur	14-May-24
Regular 6pm Meeting for 3rd Reading of Westbank Sanitation Franchise Renewal	3-Jun-24

Analysis & Key Policy Questions.

All key policy questions were answered at the March 18 regular Town Council meeting when Council approved the motion to place the ordinance on the agenda for first reading on April 15, 2024 as part of the consent calendar. The changes reflected by the key policy questions from March 18 are summarized below and have been incorporated into Ordinance R.

Sections for Bear-Resistant Trash Cans and Pay-As-You-Throw are incorporated into Ordinance R. They were included in the most recent renewal of the Yellow Iron waste hauling franchise and these sections support our ecosystem stewardship goals. A 10 year term is incorporated into Ordinance R. Westbank Sanitation's current 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 is incorporated into Ordinance R.

Possible Alternatives.
Town Council could choose to:

1. Direct staff to negotiate different terms or conditions or add a term or condition which would send Ordinance R back to first reading if adopted as amended;
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 9.5 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 R, An Ordinance Granting a franchise agreement with Westbank Environmental Services, LLC)

Suggested Motion.
I move to approve Ordinance R on second reading as presented.

ORDINANCE R

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 affect 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 15th DAY OF April, 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

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: May 6, 2024

RE: Town Manager's Report

Mountain Towns 2030

Advance registrations for the Mountain Towns 2030 Climate Solution Summit is now open for local governments, tribal nations, ski resorts, and nonprofits. The conference will take place on October 15-16, 2024, at the Center for the Arts. As the host community, we hope to have a strong showing of support from Town staff and elected officials. Staff plans to register the Mayor and all Council Members for the event. Please let us know if you are not able to attend.

WEA Energy Efficiency Grant

The Wyoming Energy Authority (WEA) provides grant funding of up to $50,000 annually for local governments to make energy efficiency upgrades, primarily lighting upgrades. The Town of Jackson received $15,000 in 2023 to upgrade lighting at Town Hall. Staff have identified additional lighting upgrades that are needed at the Parking Garage, the Wastewater Treatment Plant, and the Ice Rink. Grant applications are due May 31st, 2024, and require a 10% match. Upon approval of the Town Manager Report, staff will proceed with a grant application for lighting upgrades for one or more of these buildings for FY25.

Temporary Sign Permits

The Temporary Sign Permits for Council consideration at this meeting are:

- ✓ JH Center for the Arts requests to hang two temporary banners to advertise their annual Mudpots Sale and Fundraiser. One is proposed at 105 Buffalo Way (Albertsons) from June 16- 22, 2024, and the other is proposed at 265 S Cache Street (Center for the Arts) from June 19-21, 2024 (P24-022).
- ✓ JH Moose Rugby requests to hang one temporary banner at 105 Buffalo Way (Albertsons) from May 28- 31, 2024, to advertise their annual Prom Dress Rugby Fundraiser (P24-051).
- ✓ CWC Jackson requests to hang two temporary banners. One is proposed at 105 Buffalo Way (Albertsons) from May 7-18, 2024, and the other is proposed at 100 E. Snow King Ave. (Snow King Event Center) from May 12-18, 2024, to advertise their annual Teton Powwow Event (P24-054).
- ✓ Community Foundation of Teton Valley requests to hang one temporary banner at 1110 W Broadway Ave. (McDonald's) from July 11-24, 2024, to advertise their annual Tin Cup Challenge (P24-055).

- ✓ Horse Warriors requests to hang one temporary banner at 105 Buffalo Way (Albertsons) from July 7-21, 2024, to advertise their annual White Horse Social (P24-056).
- ✓ Grand Teton Music Festival requests to hang two temporary banners to advertise their summer concert events. One is proposed at 105 Buffalo Way (Albertsons) from June 30-July 6, 2024, and the other is proposed at 265 S Cache Street (Center for the Arts) from July 3-4, 2024 (P24-058).
- ✓ Wilson Advocacy requests to hang one temporary banner at 105 Buffalo Way (Albertsons) from June 9-16, 2024, to advertise their I Love Wilson Jubilee (P24-061).
- ✓ JH Half Marathon and 5K requests to hang one temporary banner at 105 Buffalo Way (Albertsons) from May 18-26, 2024, and June 2-8, 2024, to advertise their annual Half Marathon Event (P24-063).
- ✓ Sublette Co. Rock Hounds requests to hang one temporary banner at 105 Buffalo Way (Albertsons) from June 9-15, 2024, to advertise their 8th Annual Gem & Mineral Show (P24-068).

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.

Solar for All Grant

On October 2, 2023, Town Council unanimously approved a letter of support for the Bonneville Environmental Foundation's Solar for All (SFA) application to serve the state of Wyoming. On April 22, 2024 (Earth Day), the US EPA announced that the application was selected for an award of $30,260,000. The Wyoming SFA Program will expand economic and environmental benefits of solar energy through a program that addresses market and non-market barriers to residential solar through outreach, workforce development, and technical and financial assistance. It will deliver electricity bill savings, enhanced resilience, reduced greenhouse gas emissions, and a more inclusive and skilled workforce. The program prioritizes low-income, Tribal, and disadvantaged communities.

County Dark Sky Community Application

On September 18, 2023, at the Regular Town Council Workshop, staff proposed a preliminary municipal goal for the Town Sustainability Plan to convert all Town-owned lighting to dark-sky compliant lights by 2035. Council voiced support for this measure and encouraged staff to complete it sooner. On December 18, 2023, at the Regular Town Council Workshop, Council voiced support for staff's updated timeline for Town-owned lighting to be dark-sky compliant by 2030, as well as staff's recommendation to include a goal of applying for International Dark Sky Community certification with Teton County. A 2023 lighting inventory funded by Wyoming Stargazing identified 616 individual fixtures that are owned by the Town of Jackson, including both streetlights and exterior building lights. Of those, 145 fixtures (23.5%) are compliant with 2018 International Dark Sky Community lighting guidelines. The estimated capital cost to bring the 471 non-compliant fixtures into compliance ranges from $515,000 to $838,000.

Teton County is beginning the application process for Dark Sky Community certification from the International Dark Sky Association (IDA), with the support of Wyoming Stargazing. The IDA will not entertain a nomination for Teton County without the support of the Town of Jackson. While the County will bear both the financial cost of the application and the staff time needed to complete it, they have requested a letter of support for this effort from the Town of Jackson to support their application. After the County submits a completed application, a provisional Dark Sky Community certification will be given to Teton County and our community will have eight years to bring all public lighting into dark sky compliance to receive the full Dark Sky Community certification. That includes both Town and County owned lighting.

This project is aligned with goals embedded within the forthcoming Town Sustainability Plan, and the eight years allowed for conversion is longer than the Town's internal goal to complete lighting conversions by 2030. However, if we are unable to meet the requirements within eight years, the preliminary certification will be taken away and Teton County can apply again. A letter of support for Teton County to pursue a Dark Sky Community certification is attached. Upon approval of this Town Manager report, staff will have the letter executed by Mayor Morton Levinson.

May 6, 2024

DarkSky International
5049 East Broadway Blvd #105
Tucson, AZ 85711

Dear International Dark Sky Association:

As the only incorporated township within Teton County, The Town of Jackson is pleased to support Teton County's inquiry to become a Dark Sky Community. With the help of a community partner, Wyoming Stargazing, we have already:

- Revised the Exterior Lighting Standards in our Land Development Regulations to satisfy the criteria set by the IDA
- Established sky brightness baseline data and continuous monitoring stations
- Conducted comprehensive exterior lighting inventories of all publicly owned lights in the Town of Jackson

Additionally, the Town of Jackson is in the process of finalizing a new Sustainability Plan. Within the proposed plan, we have included several goals and strategies that are related to dark skies including:

- Apply for International Dark Sky Community certification in coordination with Teton County (by 2026)
- Educate builders, residents, and businesses about dark sky lighting (by 2028)
- Convert all Town-owned lighting to dark-sky-compliant lighting (by 2030)
- Encourage and incentivize conversion of privately-owned non-compliant lighting to dark-sky lighting (by 2035)

Teton County's application for Dark Sky Community status is aligned with the our Comprehensive Plan Policy 1.3.d: Maintain dark night skies. It also dovetails with the Town of Jackson's goals to reduce light pollution within the Town. We offer our full support for Teton County's inquiry to apply for Dark Sky Community status.

Sincerely,

Mayor Hailey Morton Levinson