

Regular Town Council Meeting

June 3, 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/83510020243?pwd=YXZxU3VpZ3VhRUZ3VhRUFvSjhYQWVhGGEtZz09>

Or join at zoom.com with Webinar ID: **835 1002 0243** and Password: **83001** or by phone: **+1 719 359 4580**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. National Gun Violence Awareness Day
 - 2. Pride 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. May 6, 2024 Regular Town Council Meeting
 - 2. May 7, 2024 Regular Town Council Budget Meeting
 - 3. May 13, 2024 Special Town Council Budget Meeting
 - 4. May 13, 2024 Special Town Council Workshop
- B. Disbursements
- C. April Municipal Court Report
- D. MOU with Mental Health & Recovery Services of JH and Title 25/BH Crisis Partners of Teton County (Michelle Weber)
- E. Canopy Encroachment Agreement with CCC's Ranch Inn, LLC at 45 E. Pearl (Brian Lenz)

- F. Shoring Encroachment Agreement with CCC's Ranch Inn, LLC at 45 E. Pearl (Brian Lenz)
- G. Well 10 Drilling Construction Award (Brian Lenz)
- H. Conceptual Design Agreement for the Public Art for the Stilson Transit Center (Johnny Ziem)
- I. WAM Resolutions (Susan Scarlata)
- J. Amended and Restated Special Restriction for 276 Scott Lane Unit 103 (Stacy Stoker)

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

- A. Administration
 - 1. FY25 Budget Public Hearing (Tyler Sinclair)
 - 2. Fee Schedule Public Hearing (Kelly Thompson)
- B. Planning & Building
 - 1. Request for a Conditional Use Permit at 185 S. Willow St. (P24-065) (Katelyn Page)
 - 2. Planned Unit Development Amendment, Development Plan, Conditional Use Permit, and Fee Waiver Request for the Presbyterian Church of Jackson Hole (P23-206, P23-204, P24-007, P24-024) (Tyler Valentine) - *This item will be continued to 7/1.*
 - 3. Petition to Vacate Portion of an Alley at 325 N. Cache St. et al. (PM23-006) (Tyler Valentine & Tyler Sinclair)
 - 4. Sketch Plan for 290,000 sf Mixed-Use Hotel and Condominiums Along N. Cache (P24-002) (Tyler Valentine)

VI. RESOLUTIONS

- A. Resolution 24-11: FY25 Budget (Tyler Sinclair)
- B. Resolution 24-12: JH Airport FAA Grant (Riley Taylor)

VII. ORDINANCES

- A. Ordinance R: Westbank Sanitation Franchise Renewal (Third Reading, to be designated Ordinance 1372)
- B. Ordinance S: CenturyLink Franchise Extension (First Reading, Tyler Sinclair)

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Board of Examiners (BOE) Reappointments (Lynsey Lenamond)

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.

NATIONAL GUN VIOLENCE AWARENESS DAY

Recognizing June 7, 2024 as National Gun Violence Awareness Day

WHEREAS, National Gun Violence Awareness Day, also known as Wear Orange Day, is observed nationally on the first Friday in June and the following weekend each year; and

WHEREAS, the Wear Orange campaign began on June 2, 2015, in commemoration of the life of Hadiya Pendleton who was shot and killed on a playground in Chicago, and in the years since participation has increased tenfold; and

WHEREAS, 117 Americans are killed by gun violence every day and the gun homicide rate is 26 times higher in the U.S. than in other developed countries; and

WHEREAS, in 2022, 1,674 children and adolescents died from gun violence; and

WHEREAS, in 2023 Wyoming had the 5th highest total of gun-related deaths in the United States; and

WHEREAS, as of May 6, 2024, there have been over 140 mass shootings in this country; and

WHEREAS, as of May 6, 2024, over 15,000 persons have been injured or killed so far this year because of gun violence, and of those, almost 1,500 were teens and over 250 were children.

THEREFORE, we renew our commitment to take the first steps to reduce gun violence and utilize ways that other countries have successfully met this challenge; and

NOW, FURTHER, BE IT RESOLVED, that I, Hailey Morton Levinson, Mayor of the Town of Jackson, declare June 7, 2024, National Gun Violence Awareness Day and encourage all citizens to support efforts to prevent the tragic effects of gun violence.

DATED THIS 3rd DAY OF JUNE 2024.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

PRIDE MONTH PROCLAMATION

WHEREAS, our nation was founded on the principle of equal rights for all people, but the fulfillment of this promise has been long in coming for many Americans; and

WHEREAS, some of the most inspiring moments in our country's history are the result of various civil rights movements; and

WHEREAS, in the movement toward equal rights for lesbian, gay, bisexual, and transgender (LGBT) people, an historic turning point occurred on June 28, 1969, in New York City, during the Stonewall Riots. During these riots and the movement for LGBT liberation that occurred across the country people, often led by transgender women of color, rose up and fought against discriminatory laws that have since been declared unconstitutional; and

WHEREAS, the Town of Jackson honors the history of the LGBT liberation movement, now the LGBTQIA movement, which has added queer, questioning, intersex and asexual people under its umbrella, and supports the rights of all citizens to experience equality and freedom from discrimination; and

WHEREAS, LGBTQIA pride celebrations take place around the country in June to commemorate the Stonewall Riots; and

WHEREAS, the Town of Jackson's LGBTQIA community members are vital to all sectors, fields, and professions and contribute to a stronger community overall; and

WHEREAS, Jackson is strengthened by and thrives upon the rich diversity of ethnic, cultural, racial, gender and sexual identities of its residents; all of which contribute to the vibrant character of our Town; and

WHEREAS, the Town of Jackson is dedicated to fostering acceptance and belonging for all its residents and preventing discrimination and bullying based on sexual orientation and gender identity; and

WHEREAS, LGBTQIA teens have increased rates of suicide; and recent Health Assessments show that the LGBTQIA segment of our community experiences increased social isolation; and

WHEREAS, the Town of Jackson is committed to supporting visibility, dignity, and equality for LGBTQIA people in our community and the need for education and awareness remains vital to end discrimination and prejudice; and

WHEREAS, celebrating Pride Month builds awareness and provides support for the queer segment of our community, and is an opportunity to raise visibility, engage in dialogue, strengthen alliances, build acceptance, and advance equity for all.

NOW, THEREFORE BE IT RESOLVED that Jackson's Town Council, on behalf of all Jackson residents, hereby proclaims the month of June 2024 Pride Month and urges all residents to recognize the contributions made by LGBTQIA members of our community, to respect and honor our diverse community, and promote the principles of liberty, equality, and freedom for all.

APPROVED THE 3rd DAY OF JUNE 2024.

Town of Jackson

By: _____
Mayor Hailey Morton Levinson

ATTEST: _____
Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

MAY 6, 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, Johnny Ziem, Brian Lenz, Michelle Weber, Raquel Barnett, Paul Anthony, Tyler Valentine, Katelyn Page, Tanya Anderson, Susan Scarlata, and Riley Taylor.

Mayor Morton Levinson led the Pledge of Allegiance. Mayor Morton Levinson recited the Land Acknowledgement. Mayor Morton Levinson introduced Raquel Barnett, Police Officer. Mayor Morton Levinson proclaimed Teacher and Staff Appreciation Week, National Public Works Week, National Police Week, and Mental Health Awareness Month.

Public Comment. Keith Archer and Tammie Crystal 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 April 15, 2024 Regular Town Council Workshop, April 15, 2024 Regular Town Council Meeting, and April 16, 2024 Regular Town Council Budget Meeting.
- B. **Disbursements.** To approve the disbursements as presented. ACE HARDWARE \$2,020.57; ADVANCED NETWORK MANAGEMENT, INC. \$5,005.10; ALPHA CARD SYSTEMS LLC \$479.88; ALPHAGRAPHICS \$1,142.49; AMAZON -\$2,959.74; AMSOIL INC #774148 \$1,779.23; ANDERS GLASS AND TINT \$985.00; ANTLER MOTEL, INC. \$8,190.00; ARISTORENAS, MARIA \$450.00; AXON ENTERPRISES, INC \$59,494.17; BADILLO, MARCELA \$450.00; BERGMAN, PIERRE \$450.00; BEST BEST & KRIEGER \$7,626.50; BIG R RANCH & HOME \$305.96; BISON LUMBER \$724.95; BLUE SPRUCE CLEANERS, INC \$24.60; BLUEBEAM, INC \$2,340.00; BOBCAT OF ROCK SPRINGS \$280.96; BREAKFAST ROTARY OF JH \$175.00; BRIGGS, ERIC L \$288.31; CAMP ON INC \$32,400.00; CARQUEST AUTO PARTS INC. \$691.32; CASELLE INC. \$1,897.00; CENTURYLINK \$2,369.84; COMMUNITY ENTRY SERVICES \$45,000.00; CONRAD & BISCHOFF INC. \$33,238.06; CONTROL SYSTEM TECHNOLOGY, INC. \$7,172.00; COPYWORKS, LLC \$802.44; CORE & MAIN LP \$3,799.95; COX, JOSHUA \$107.00; DAY, JEAN \$450.00; DEAN'S PEST CONTROL LLC \$270.00; DELCON INC \$9,971.98; DELL \$86,624.40; DELTA DENTAL PLAN OF WYOMING \$12,767.45; DEWBERRY ENGINEERS, INC \$840.00; DEX IMAGING \$96.76; DICK ANDERSON CONSTRUCTION \$383,459.80; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DYNAMIC CONTROLS, LLC \$9,462.00; E.R. OFFICE EXPRESS \$2,139.68; ELITE PARTS \$538.05; ENERGY LABORATORIES INC. \$1,916.00; EVANS CONSTRUCTION INC \$51,423.00; FERGUSON ENTERPRISES, INC \$3.31; FIRE SERVICES OF IDAHO \$815.00; FLAT CREEK WID \$1,516.25; FLEETPRIDE \$48.40; FREEDOM MAILING SERVICE INC. \$1,835.16; FRITTS, JASON \$450.00; FROG CREEK PARTNERS, LLC \$1,160.70; GEMPLERS INC. \$102.14; GRAINGER \$150.33; HANSEN EARTH WORKS LLC \$16,196.35; HARMONY DESIGN, INC \$218.75; HERNANDEZ, BRANDON \$450.00; HIGH COUNTRY LINEN \$1,907.66; HILTBRUNNER, ERIC \$100.00; HIRST APPLGATE, LLP \$1,156.00; HOLTORF, ALEC R. \$1,115.00; HUB INTERNATIONAL \$3,315.00; IDAHO CHILD SUPPORT RECEIPTING \$564.20; IDEXX DISTRIBUTION, INC. \$676.03; INEO SYSTRANS USA INC \$419,150.48; INTERSTATE BATTERY \$55.95; IVY OUTDOOR SERVICES LLC \$7,068.75; IXOM WATERCARE INC. \$682.00; JACKSON CURBSIDE INC. \$1,880.00; JACKSON DOWNTOWNER, LLC \$232,276.07; JACKSON GROUP LOCKBOX \$531.49; JACKSON HOLE NEWS & GUIDE \$3,973.55; JH20 WATER CONDITIONING & FILTRATION \$100.00; JORGENSEN ASSOCIATES, PC \$151,176.49; KRUEGER, ERICA JADE \$450.00; LACAL EQUIPMENT, INC \$341.36; LEGACY PHILANTHROPY WORKS \$2,500.00; LEPCO \$2,265.04; LOCAL GOV'T LIABILITY POOL \$1,000.00; LUMINATOR TECHNOLOGY GROUP INC -\$283.19; MADERA BUILDERS, LLC \$4,614.74; METROQUIP INC \$47.38; MSC INDUSTRIAL SUPPLY CO \$285.98; NAPA AUTO PARTS INC. \$247.07; NELSON ENGINEERING \$3,786.25; NOLAND, STACY \$450.00; OLDCASTLE PRECAST INC \$938.00; ONE CALL OF WYOMING \$54.00; PERFORM PRINTING LLC \$2,731.69; PLATT \$2,126.38; POLISEO, FLOREN \$1,850.00; PRISTINE EXTERIORS LLC \$618.00; RAFTER J IMPROV/SERV DIST \$146.43; RIPLEYS VACUUM CENTER, INC \$113.00; SANCHEZ-MACHUCA, ROSA \$450.00;

SHORELINE CONSULTING \$6,250.00; SILVER CREEK SUPPLY \$184.02; SINCLAIR, TYLER \$1,850.00; SNAKE RIVER MEP COMPLETE, INC \$1,477.61; SNAKE RIVER SUPPLY, LLC \$1,000.00; SOSA'S JANITORIAL SERVICE \$5,400.00; SPECTRUM \$99.99; SPRING CREEK ANIMAL HOSPITAL \$1,177.99; STANDARD INSURANCE COMPANY \$9,872.51; STEP BACK LEADERSHIP CONSULTING LLC \$36,000.00; STOUT, RICHARD D. \$350.00; SUNRISE ENVIRONMENTAL \$298.23; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; TETON COUNTY HISTORIC \$26,850.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$411.30; TETON COUNTY SHERIFF'S-JAIL \$648.00; TETON MOTORS INC \$90.96; TETON TRUST FOR HISTORIC PLACES \$12,500.00; TMSC LLC \$1,441.41; TOP TIER TOOLS LLC \$1,427.75; TRANSPORTATION SAFETY INSTITUTE \$145.00; TREFONAS LAW, P.C. \$2,285.81; TREFREN, TRACEY \$358.20; UCM DIGITAL HEALTH, INC \$955.50; UPPER CASE PRINTING INK \$234.06; US HOMES LLC \$1,560.00; US POSTAL SERVICE \$320.00; USA BLUE BOOK \$1,196.33; VERIZON WIRELESS \$10,283.39; VISA \$21,490.84; VISION SERVICE PLAN - (WY) \$1,810.03; VOICES JACKSON HOLE \$8,630.00; WAM \$2,080.00; WAMCO LAB, INC. \$550.00; WATKINS, MARK \$99.16; WATTS STEAM STORE ROCKY MT. INC \$2,877.56; WELCH EQUIPMENT COMPANY, INC \$64,694.00; WEST COAST CODE CONSULTANTS \$3,400.00; WESTBANK SANITATION \$1,125.45; WESTERN CHARTERS AND TOURS, LLC \$25,565.00; WESTERN RECORDS DESTRUCTION \$572.00; WESTERN STATE \$2,313.81; WHEELER TANK TESTING, INC. \$3,000.00; WHITE GLOVE CLEANING, INC. \$4,287.38; WRENCH IT PLUMBING & HEATING INC \$495.00; WY CHILD SUPPORT ENFORCEMENT \$69.22; WYOMING FIRST AID & SAFETY \$197.15; XYLEM CCI \$343.75; YELLOW IRON EXCAVATION, LLC \$305.00

- C. **Stilson Transit Center Sewer Connection Request (E24-0027).** 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.
- D. **Indian Springs Connection and Use Agreement (E24-0023).** 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.
- E. **Request for Waiver of Public Right-Of-Way Fees at 175 Center St.** 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.
- F. **Snow King Mountain Resort Amended and Restate Gondola Lease Agreement.** To approve the Amended and Restated Gondola Lease Agreement and authorize the Mayor to execute it, subject to minor changes by staff.
- G. **Special Restriction for Workforce Ownership Housing at 440 W. Kelly.** 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.

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

Request for Subdivision Plat at Stags Landing – 255 E. Snow King Ave. (P24-032). Katelyn Page made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers 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 below, the departmental reviews, minor changes by staff, and subject to this staff report dated May 6, 2024: 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. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Sketch Plan for 3-story Hotel at 210 and 230 N. Glenwood St. (P24-018). Katelyn Page and Paul Anthony made staff comment. Council held discussion with staff. Adam Janek and Sadek Darwiche made comment on behalf of the applicant. Michael Stern made public comment. A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve 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 below, the departmental reviews, and subject to this staff report dated May 6, 2024: 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. A friendly amendment was made by Arne Jorgensen and Jim Rooks to clarify that the second condition shall also include details of the location of the unit. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 7:10pm and reconvened at 7:19 pm.

Petition to Vacate Portion of an Alley at 325 N. Cache St. et al. (PM23-006) and Sketch Plan for 290,000 sf Mixed-Use Hotel and Condominiums Along N. Cache (P24-002). Paul Anthony made staff comment regarding Petition to Vacate Portion of an Alley at 325 N. Cache St. et al. (PM23-006). Tyler Valentine made staff comment regarding Sketch Plan for 290,000 sf Mixed-Use Hotel and Condominiums Along N. Cache (P24-002). Brad Wagstaff and Stephen Fodor made comment on behalf of Mogul Capital for items PM23-006 and P24-002. Pam Kodi, Kevin Regan, Katherine Koriakin, Amy Kushak, Michael Stern, Mark Sullivan, Tammy Christal, Jean Gorash, Jenny Fitzgerald, Patti Ewing, Julien Haas, Suzy Kellems Dominik, Hans Flinch, Robert Frodeman, Fred Becker, Stephania Fram, and Aaron Bresnan made public comment.

Council recessed from 9:27am to 9:35pm.

A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to continue items PM23-006 and P24-002 to the June 3, 2024 regularly scheduled Town Council meeting.

Resolution 24-07: FY24 Budget Amendment #3. Kelly Thompson made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve Resolution 24-07 adopting amendments to the fiscal year 2024 budget. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 24-08: Old Bill's - Victim Services. There was no public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Resolution 24-08 authorizing the Jackson-Teton County Victim Services to submit an application to The Community Foundation of Jackson Hole's Old Bill's Fun Run 2024. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 24-09: Old Bill's - Animal Shelter. There was no public comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve 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. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 24-10: JH Airport FAA Grant. Riley Taylor made staff comment. Jim Elwood commented on behalf of the Airport Board. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adopt Resolution 24-10 approving 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. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

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

Ordinance 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.

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 R on second reading as presented. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Jessica Sell Chambers added an item to the Potential Initiative (PI) List to consider sensitivity training for Town Council specifically related to speaking with Victim Services/about community members who have experienced trauma.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on Mountain Towns 2030, WEA Energy Efficient Grant, Temporary Sign Permits, Solar for All grant, and County Dark Sky Community Application. 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 9:50 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: May 15, 2024

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

MAY 7, 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 10:03 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, Floren Poliseo, Michelle Weber, Susan Scarlata, and Riley Taylor.

Budget Overview. Tyler Sinclair and Kelly Thompson made staff comment. Council held discussion with staff. No motion was made.

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 unanimously. Meeting adjourned at 11:36 A.M.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: May 15, 2024

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

MAY 13, 2024

JACKSON, WYOMING

The Jackson Town Council met in special 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, Kelly Thompson, Lea Colasuonno, Floren Poliseo, Johnny Ziem, Michelle Weber, Susan Scarlata, Paul Anthony, and Lynsey Lenamond.

Budget Overview. Tyler Sinclair, Kelly Thompson, Michelle Weber, Lea Colasuonno, and Floren Poliseo made staff comment. Council held discussion with staff.

Council recessed at 10:49 a.m. and reconvened at 11:00 a.m.

Discussion continued. No motion was made.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried unanimously. Meeting adjourned at 11:49 a.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Lynsey Lenamond, Deputy Clerk

Minutes: II. Publish JH News & Guide: May 22, 2024

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

MAY 13, 2024

JACKSON, WYOMING

The Jackson Town Council met in a special 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 was absent.

STAFF: Tyler Sinclair, Lea Colasuonno, Johnny Ziem, Brian Lenz, Floren Poliseo, Susan Scarlata, Michelle Weber, Scott Mohror, and Lynsey Lenamond.

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

A. Disbursements. To approve the disbursements as presented. 107 WEST DESIGN, LLC \$2,375.00; ACE HARDWARE \$1,045.94; ADVANCED NETWORK MANAGEMENT, INC. \$1,100.85; ALTERNATIVE ENERGY SYSTEMS CONSULTING \$16,750.00; AMAZON \$379.78; AT&T \$295.11; AUSTIN, CHRIS \$231.86; BIG R RANCH & HOME \$9.98; BISON LUMBER \$13.68; BLUE SPRUCE CLEANERS, INC \$298.78; BOLAND, ANITA \$2,200.00; BURKHOLDER, SHAWN \$1,942.50; CARQUEST AUTO PARTS INC. \$127.38; CASELLE INC. \$1,897.00; CENTURYLINK \$198.09; CHITWOOD, JESSICA \$188.50; COPYWORKS, LLC \$16.95; DEWBERRY ENGINEERS, INC \$1,800.00; DEX IMAGING \$662.77; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; E.R. OFFICE EXPRESS \$134.94; EKOS, INC \$160.00; ETNA TRADE PARK LLC \$4,062.00; FALL RIVER RURAL ELECTIC \$83.99; FERGUSON ENTERPRISES, INC \$11.33; FIRE SERVICES OF IDAHO \$202.50; GILLIG LLC \$1,410.88; H & R ENTERPRISES, LLC \$1,347.35; HIGH COUNTRY LINEN \$479.72; HUB INTERNATIONAL \$2,049.00; IDAHO CHILD SUPPORT RECEIPTING \$564.20; IVY OUTDOOR SERVICES LLC \$7,331.25; JACKSON GROUP LOCKBOX \$321.96; JACKSON HOLE LAW, PC \$3,505.00; JACKSON HOLE NEWS & GUIDE \$1,097.50; JACKSON LUMBER INC \$198.82; JEWISON, SAMUEL LEE \$113.00; JOE JOHNSON EQUIPMENT \$740.45; KEENAN, PETER \$2,300.00; KEN GARFF FORD CHEYENNE \$184,560.00; LACAL EQUIPMENT, INC \$3,195.19; LEPCO \$228.00; LOWER VALLEY ENERGY INC \$43,218.96; MARKMAN, JASON \$1,995.00; MOHROR, SCOTT \$276.00; MORILLON-ARELLANO, SHELLIE \$60.00; NAPA AUTO PARTS INC. \$454.34; NELSON ENGINEERING \$315.00; PALINDROME STUDIO \$2,200.00; PENNY, BRAD \$424.50; PETERSCHMIDT, TIM \$155.00; POLISEO, FLOREN \$53.00; PRITCHARD, JASON \$344.50; QUADIENT FINANCE USA, INV \$1,021.44; QUADIENT LEASING USA, INC. \$1,625.04; QUICK BROWN FOX LLC \$220.00; RHOADES, STEPHEN \$92.00; RON'S TOWING LLC \$687.50; SCARLATA, SUSAN \$15.49; SHORELINE CONSULTING \$6,250.00; SILVERSTAR \$3,775.89; SPSC POA - SOUTH PARK SERVICES CTR POA \$303.82; STEPHENS, SHAWN \$1,443.13; STONE, KIRK \$2,940.00; SUBLETTE COUNTY SHERIFF'S OFFICE \$7,280.00; TETON COUNTY CLERK \$537,999.84; TETON COUNTY PUBLIC HEALTH \$200.00; TETON COUNTY PUBLIC WORKS \$13,751.35; TETON COUNTY-FUND 10 \$97,615.06; TETON COUNTY-FUND 19 \$859,391.44; TETON MOTORS INC \$189.28; TETON YOUTH & FAMILY SERVICES \$102,226.00; THE CONNOR E FIELD TRUST \$2,575.00; T-MOBILE \$31.15; ULINE \$1,368.24; US HOMES LLC \$1,560.00; USA BLUE BOOK \$1,820.00; WESTERN STATE -\$319.71; WHITE GLOVE CLEANING, INC. \$5,433.13; WILMA D SORSBY TRUST \$3,150.00; WILSON, JOHN \$2,200.00; WYOMING CAMERA OUTFITTERS \$4,419.97; WYOMING LAW ENFORCEMENT ACADEMY \$2,432.45; YELLOW IRON EXCAVATION, LLC \$305.00.

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

Gregory Lane Design Recommendation. Johnny Ziem, Lea Colasuonno, Brian Lenz, and Tyler Sinclair made staff comment. Council held discussion with staff. Matt Thompson, Norris Brown, Daniel Ellenbecker, Samuel Petri, and Ben Aufderheide made public comment.

A motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to approve Design Concept 3 for the Gregory Lane corridor and direct staff to take the concept to final design. The motion was withdrawn.

A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve Design Concept 2, described below, for the Gregory Lane corridor and direct staff to take the concept to final design and bring it back for review before bid.

Design Concept 2: Design Concept 2 envisions roughly 70% of the sidewalk on the west side of the corridor and roughly 30% on the east side, with a crosswalk located near V-O Lane.

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

Council recessed at 3:21 pm and reconvened at 3:27 pm.

Municipal Code Update: Title 15, Buildings and Construction. Lea Colasuonno, Kelly Sluder, Tyler Sinclair, and Paul Anthony made staff comment. Council held discussion with staff. Michael Stern made public comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct staff to:

- 1) Revise Jackson Municipal Code Title 15 consistent with policy recommendations presented in this staff report;
- 2) Revise the homeowner exemption of contractor licensing as discussed today;
- 3) Revise the Title for technical matters identified by staff;
- 4) Bring back a full revised draft of the Title for Council consideration at a future meeting;
- 5) Revise the demolition standards as discussed today.

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

Voluntary Pre-Application Meeting for 250 and 260 N. Cache St. (P24-057). Paul Anthony made staff comment. Michael Kudar, Chris Hancock, Bonnie Hershberger, and Veronica Schreibeis Smith made comment on behalf of the applicant. Council held discussion with applicant.

Review of Potential Initiatives and Council Priorities. These items were continued.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 5:00 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Lynsey Lenamond, Deputy Clerk

Minutes: II. Publish JH News & Guide: May 22, 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
425	ACE EQUIPMENT & SUPPLY	176803	POLY WAFER AND WIRE	04/18/2024	882.09	.00	
425	ACE EQUIPMENT & SUPPLY	176870	POLY WAFER AND FLAT	05/10/2024	1,150.60	.00	
425	ACE EQUIPMENT & SUPPLY	176900	TIRE CHANGER	05/10/2024	31,000.00	.00	
Total 425:					33,032.69	.00	
51	ACE HARDWARE	864292	sash lift handle	04/23/2024	30.94	.00	
51	ACE HARDWARE	864449	chalk powder	04/24/2024	23.48	.00	
51	ACE HARDWARE	864673	cm wd vacuum	04/25/2024	89.99	.00	
51	ACE HARDWARE	864905	tap die set	04/27/2024	54.99	.00	
51	ACE HARDWARE	864944	lawn and leaf bags	04/28/2024	1,359.20	.00	
51	ACE HARDWARE	865044	coupling blk hex nipple	04/29/2024	18.48	.00	
51	ACE HARDWARE	865053	couple brass	04/29/2024	11.99	.00	
51	ACE HARDWARE	865176	HOLE SAW AND STEEL SHEET	04/30/2024	36.98-	.00	
51	ACE HARDWARE	865209	CORR HOOK	04/30/2024	28.98	.00	
51	ACE HARDWARE	865250	SUPPLIES	04/30/2024	41.43	.00	
51	ACE HARDWARE	865348	STEEL SHEET HOLE SAW	05/01/2024	36.98-	.00	
51	ACE HARDWARE	865351	SHOWER CURTAIN	05/01/2024	8.99	.00	
51	ACE HARDWARE	865630	coupler grease	05/03/2024	8.78	.00	
51	ACE HARDWARE	865632	primr super white,mold control cel	05/03/2024	102.94	.00	
51	ACE HARDWARE	865728	PARACORD AND SCREWDRIVE	05/03/2024	59.98	.00	
51	ACE HARDWARE	865768	gorilla tape black and white	05/04/2024	44.96	.00	
51	ACE HARDWARE	866015	25 PC BLACK HEAD	05/07/2024	41.17	.00	
51	ACE HARDWARE	866042	clamp hose	05/07/2024	3.49	.00	
51	ACE HARDWARE	866051	marking pnt pl flr pink	05/07/2024	35.97	.00	
51	ACE HARDWARE	866052	tie downs	05/07/2024	34.99	.00	
51	ACE HARDWARE	866372	hx bolts	05/09/2024	.31	.00	
51	ACE HARDWARE	866617	broom push	05/10/2024	24.99	.00	
51	ACE HARDWARE	866814	adaptpr and primer	05/14/2024	19.98	.00	
51	ACE HARDWARE	866829	great stuff big gap	05/13/2024	66.88	.00	
51	ACE HARDWARE	866849	CLAMPS	05/13/2024	17.96	.00	
51	ACE HARDWARE	866854	MARKING PAINT	05/13/2024	53.95	.00	
51	ACE HARDWARE	866868	test kit mold	05/13/2024	29.98	.00	
51	ACE HARDWARE	866942	replace coard weather strip	05/14/2024	44.97	.00	
51	ACE HARDWARE	866954	PROFORM	05/14/2024	90.97	.00	
51	ACE HARDWARE	866957	ALL CLIM AUTO&MAR	05/14/2024	16.99	.00	
51	ACE HARDWARE	866981	clean drain liqfire holts	05/14/2024	40.12	.00	
51	ACE HARDWARE	866984	ace brush wheel rotatin caulker	05/14/2024	76.54	.00	
51	ACE HARDWARE	867125	Knife retract	05/15/2024	25.97	.00	
51	ACE HARDWARE	867134	hanging strip	05/15/2024	34.97	.00	
51	ACE HARDWARE	867155	brass	05/15/2024	.20-	.00	
51	ACE HARDWARE	867194	battery alk	05/15/2024	43.98	.00	
51	ACE HARDWARE	867221	12 x 1 hex hd sd	05/15/2024	17.98	.00	
51	ACE HARDWARE	867222	door hole cover	05/15/2024	8.99	.00	
51	ACE HARDWARE	867339	SCREEN Frm kit	05/16/2024	98.94	.00	
51	ACE HARDWARE	867341	packing teflon couple brass and c	05/16/2024	104.88	.00	
51	ACE HARDWARE	867380	Screen fiber	05/16/2024	17.99	.00	
51	ACE HARDWARE	867861	CLAMP	05/20/2024	3.49	.00	
51	ACE HARDWARE	867915	TRASH CANS	05/21/2024	239.92	.00	
51	ACE HARDWARE	867915	PICKUP TOOL	05/21/2024	139.96	.00	
51	ACE HARDWARE	868139	KEYS	05/22/2024	10.98	.00	
51	ACE HARDWARE	868140	WOOD DOWELS AND SOCKETS	05/22/2024	22.98	.00	
51	ACE HARDWARE	868432	INSECT KILLER	05/24/2024	21.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
51	ACE HARDWARE	868454	FACET SPRAY	05/24/2024	16.99	.00	
Total 51:					3,220.24	.00	
7091	ADVANCED LINING LLC	INVAL3329	INSTAL OBIC	05/04/2024	50,000.00	.00	
Total 7091:					50,000.00	.00	
3213	ALTA PLANNING & DESIGN	304-10	INTERSECTION DESIGN	05/03/2024	812.00	.00	
Total 3213:					812.00	.00	
5726	AMAZON	16PJ-FPNC-M	HAND SANITIZER	05/10/2024	35.77	.00	
5726	AMAZON	1D4K-YWGF-1	CAT FOOD	04/26/2024	122.87	.00	
5726	AMAZON	1LNC-1NH9-4K	SHELVING	05/03/2024	59.99	.00	
5726	AMAZON	1WVV-YML-6H	VOLTAGE CONVERTER	05/13/2024	171.96	.00	
Total 5726:					390.59	.00	
7221	ANDERS GLASS AND TINT	1260	WINDSHIELDS	05/11/2024	1,420.00	.00	
7221	ANDERS GLASS AND TINT	1266	WINDSHIELD REPLACEMENT	05/14/2024	960.00	.00	
7221	ANDERS GLASS AND TINT	1272	WINDSHIELD REPLACEMENT	05/16/2024	1,280.00	.00	
Total 7221:					3,660.00	.00	
7444	ANGLESEY, JASON	042324	DOT PHYSICAL	04/23/2024	92.00	.00	
Total 7444:					92.00	.00	
7449	ATLAS COPCO COMPRESSORS	1124045120R	REPAIR	05/01/2024	6,080.00	.00	
Total 7449:					6,080.00	.00	
6757	AXON ENTERPRISES, INC	INUS161726	10gb evidence	06/01/2023	2,701.79	.00	
Total 6757:					2,701.79	.00	
5681	BECKER ARENA PRODUCTS IN	612577	DEPOSIT	05/23/2024	60,000.00	.00	
Total 5681:					60,000.00	.00	
4920	BEST BEST & KRIEGER	995122	RENEWAL 51148.00001	05/08/2024	6,767.50	.00	
4920	BEST BEST & KRIEGER	995123	SILVERSTAR 51148.00003	05/08/2024	937.50	.00	
Total 4920:					7,705.00	.00	
6583	BESTDRIVE IDAHO FALLS	29005569	TIRES	05/25/2024	1,628.88	.00	
Total 6583:					1,628.88	.00	
4774	BIG R RANCH & HOME	1661367	HEX NET	04/08/2024	42.99	.00	
4774	BIG R RANCH & HOME	1663927	DRY SOD	04/30/2024	189.95	.00	
4774	BIG R RANCH & HOME	1665149	SUPPLIES	05/09/2024	73.22	.00	
4774	BIG R RANCH & HOME	1665273	CREDIT	05/09/2024	26.97-	.00	
Total 4774:					279.19	.00	
3500	BISON LUMBER	2404-841002	SCREWDRIVER KIT	04/23/2024	3.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3500	BISON LUMBER	2405-843110	BLOCKS	05/15/2024	375.26	.00	
Total 3500:					378.76	.00	
21	BLACK HAWK INDUSTRIAL	10459917	HARD HAT YELLOW	05/08/2024	138.51	.00	
Total 21:					138.51	.00	
6727	BRIGGS, ERIC L	28580	3 PIECE FLUID	05/02/2024	131.95	.00	
6727	BRIGGS, ERIC L	28734	strion	05/09/2024	279.95	.00	
Total 6727:					411.90	.00	
7345	CAMP ON INC	050724	SNAKE RIVER CABINS TRASH,	05/07/2024	9,526.41	.00	
Total 7345:					9,526.41	.00	
5	CARQUEST AUTO PARTS INC.	6090-651637	tool TEST	05/17/2024	6.95	.00	
Total 5:					6.95	.00	
7447	CHROMAN FAMILY LIMITED PA	052224	RELEASE BOND B17-0070 980	05/22/2024	2,000.00	.00	
Total 7447:					2,000.00	.00	
5967	CITY OF DRIGGS	BBSTART2024	BUS BARN RENT	04/30/2024	1,814.48	.00	
Total 5967:					1,814.48	.00	
514	CONRAD & BISCHOFF INC.	IN-044391-24	DIESEL	05/01/2024	14,624.80	.00	
514	CONRAD & BISCHOFF INC.	IN-044394-24	ETHANOL 10%	05/01/2024	16,755.40	.00	
514	CONRAD & BISCHOFF INC.	IN-065653-24	DSL FUEL	05/15/2024	29,964.87	.00	
514	CONRAD & BISCHOFF INC.	IN-071880-24	DSL FUEL	05/20/2024	29,230.20	.00	
Total 514:					90,575.27	.00	
4887	CONTROL SYSTEM TECHNOLO	11209	CONTROL SERVICE	04/30/2024	4,200.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11217	CONTROL SERVICE	05/06/2024	30,392.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11221	CONTROL SYSTEM	05/13/2024	1,650.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11222	CONTROL SERVICE	05/13/2024	450.00	.00	
Total 4887:					36,692.00	.00	
4918	DEAN'S PEST CONTROL LLC	89660	PEST CONTROL	04/09/2024	110.00	.00	
4918	DEAN'S PEST CONTROL LLC	90066	PEST CONTROL	04/10/2024	60.00	.00	
4918	DEAN'S PEST CONTROL LLC	90097	PEST CONTROL	04/19/2024	100.00	.00	
Total 4918:					270.00	.00	
708	DELTA DENTAL PLAN OF WYOM	051424	APRIL CLAIMS	05/14/2024	9,792.30	9,792.30	05/20/2024
708	DELTA DENTAL PLAN OF WYOM	051424	PREMIUM MAY & APRIL	05/14/2024	655.20	655.20	05/20/2024
708	DELTA DENTAL PLAN OF WYOM	051424	PREMIUM MAY & APRIL	05/14/2024	655.20	655.20	05/20/2024
Total 708:					11,102.70	11,102.70	
4225	DERO BIKE RACKS	69170	EVENT RACKS	04/30/2024	7,315.03	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4225:					7,315.03	.00	
3881	DEX IMAGING	AR11212525	CONTRACT COPIER	04/29/2024	45.41	.00	
Total 3881:					45.41	.00	
7037	DICK ANDERSON CONSTRUCTI	052224	PAY APP #21 CORE FACILITY	05/22/2024	80,510.18	.00	
Total 7037:					80,510.18	.00	
6883	DIVISION OF CHILD SUPPORT	051524	DCSE CASE #0005405448	05/15/2024	509.23	509.23	05/15/2024
Total 6883:					509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	050624	Crime Victim SurchAGE	05/06/2024	300.00	.00	
Total 2175:					300.00	.00	
3408	E.R. OFFICE EXPRESS	22210	STORAGE FILES	04/02/2024	63.24	.00	
3408	E.R. OFFICE EXPRESS	22309	PAPER	05/03/2024	59.45	.00	
Total 3408:					122.69	.00	
7446	ELAN ONE CARD	Chief 0494 04/	DOG-POLICE - ADMINISTRATIO	04/25/2024	193.40	.00	
7446	ELAN ONE CARD	Chief 0494 04/	SMITH FORD-POLICE - ADMINIS	04/25/2024	169.42	.00	
7446	ELAN ONE CARD	Chief 0494 04/	FIREROCK STEAKHOUSE-POLI	04/25/2024	278.68	.00	
7446	ELAN ONE CARD	Chief 0494 04/	GAYLORD TEXANF&B-POLICE -	04/25/2024	42.18	.00	
7446	ELAN ONE CARD	Chief 0494 04/	GAYLORD TEXANF&B-POLICE -	04/25/2024	88.14	.00	
7446	ELAN ONE CARD	Chief 0494 04/	GAYLORD TEXANF&B-POLICE -	04/25/2024	9.74	.00	
7446	ELAN ONE CARD	Chief 0494 04/	PEARL STREET-POLICE - ADMI	04/25/2024	114.00	.00	
7446	ELAN ONE CARD	Chief 0494 04/	GAYLORD TEXANF&B-POLICE -	04/25/2024	1,310.35	.00	
7446	ELAN ONE CARD	Chief 0494 04/	WHOLEFOODS-POLICE - ADMI	04/25/2024	51.65	.00	
7446	ELAN ONE CARD	Chief 0494 04/	EXXON-POLICE - ADMINISTRAT	04/25/2024	42.61	.00	
7446	ELAN ONE CARD	Finance 9639 0	RINGHOLZ GALLERY-COMMUNI	04/25/2024	371.00	.00	
7446	ELAN ONE CARD	IT 7309 04/25/2	M&M PARKING-INFORMATION T	04/25/2024	40.00	.00	
7446	ELAN ONE CARD	IT 7309 04/25/2	MAILSTROM SERVICE-INFORM	04/25/2024	199.95	.00	
7446	ELAN ONE CARD	IT 7309 04/25/2	COMPTIA MARKETPLACE-INFO	04/25/2024	849.00	.00	
7446	ELAN ONE CARD	IT 7309 04/25/2	M&M PARKING-INFORMATION T	04/25/2024	280.00	.00	
7446	ELAN ONE CARD	WWTP 2901 0	PSI SERVICE-SEWER DEPART	04/25/2024	106.00	.00	
7446	ELAN ONE CARD	WWTP 2901 0	UPS-SEWER DEPARTMENT	04/25/2024	48.72	.00	
Total 7446:					4,018.56	.00	
1134	ENERGY LABORATORIES INC.	628223	INFLUENT AND EFFLUENT	05/07/2023	469.00	.00	
1134	ENERGY LABORATORIES INC.	630391	INFLUENT AND EFFLUENT	05/16/2024	469.00	.00	
Total 1134:					938.00	.00	
6293	EVOLUTION CONCRETE CUTTI	1049	TARE OUT AND REPLACE CUR	05/01/2024	9,485.00	.00	
Total 6293:					9,485.00	.00	
3550	EXPOSURE SIGNS INC	8218	DECALS	05/16/2024	2,875.00	.00	
Total 3550:					2,875.00	.00	
7168	FALL RIVER RURAL ELECTIC	51773001 0524	ELECTRIC	05/20/2024	83.81	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7168:					83.81	.00	
3195	FERGUSON ENTERPRISES, IN	2584988	COMP ADA HET SEAT	05/06/2024	176.49	.00	
3195	FERGUSON ENTERPRISES, IN	2586123	WOOD SCREW,CAULK AND RIN	05/06/2024	14.72	.00	
3195	FERGUSON ENTERPRISES, IN	2590816	STRUT CLMP	05/07/2024	3.51	.00	
Total 3195:					194.72	.00	
4294	FIRE SERVICES OF IDAHO	12558352	SI-FERRIN	04/30/2024	175.00	.00	
4294	FIRE SERVICES OF IDAHO	12558635	VERTICAL HARVEST	04/30/2024	230.00	.00	
4294	FIRE SERVICES OF IDAHO	12559918	PARKING GARAGE	04/30/2024	105.00	.00	
4294	FIRE SERVICES OF IDAHO	12560049	ALARM MONITORING SHELTER	04/30/2024	90.00	.00	
Total 4294:					600.00	.00	
6779	FOSTER, KYLE	052824	REIMBURSE HOTEL	05/28/2024	588.60	.00	
Total 6779:					588.60	.00	
668	FREEDOM MAILING SERVICE I	47801	UTILITY BILLING	05/03/2024	895.04	.00	
668	FREEDOM MAILING SERVICE I	47801	INSERTS	05/03/2024	44.75	.00	
668	FREEDOM MAILING SERVICE I	47801	UTILITY BILLING	05/03/2024	895.04	.00	
Total 668:					1,834.83	.00	
7287	GARCIA, ISRAEL	0035	INTERPRETATION SERVICES	05/01/2024	40.00	.00	
7287	GARCIA, ISRAEL	0037	INTERPRETATION SERVICES	05/03/2024	40.00	.00	
7287	GARCIA, ISRAEL	0038	INTERPRETATION SERVICES	05/06/2024	40.00	.00	
Total 7287:					120.00	.00	
4212	GILLIG LLC	41172511	KIT BRAKE PAD	05/07/2024	1,794.06	.00	
4212	GILLIG LLC	41175042	VALVE	05/14/2024	294.85	.00	
Total 4212:					2,088.91	.00	
1609	GRAINGER	9089696827	ball VALVE	04/17/2024	62.50	.00	
Total 1609:					62.50	.00	
4988	HD FOWLER COMPANY	I6693307	VALVES BOXES,STIFFENERS	05/07/2024	4,975.69	.00	
Total 4988:					4,975.69	.00	
96	HIGH COUNTRY LINEN	041724	START HOUSING APRIL	04/17/2024	350.00-	.00	
96	HIGH COUNTRY LINEN	0436649	laundry bags towels and mats	04/29/2024	51.98	.00	
96	HIGH COUNTRY LINEN	0437631	laundry bags towels and mats	05/06/2024	83.83	.00	
96	HIGH COUNTRY LINEN	0437704	black mats	05/06/2024	11.28	.00	
96	HIGH COUNTRY LINEN	0437974	MATS	05/07/2024	229.75	.00	
96	HIGH COUNTRY LINEN	0438803	slate mats	05/13/2024	23.45	.00	
96	HIGH COUNTRY LINEN	0439168	laundry bags towels and mats	05/15/2024	66.85	.00	
96	HIGH COUNTRY LINEN	A0430865	TOWELS AND TP	03/19/2024	119.02	.00	
96	HIGH COUNTRY LINEN	S0430865	TOWELS	03/19/2024	119.02	.00	
96	HIGH COUNTRY LINEN	S0431992	TOWELS	03/26/2024	117.05	.00	
96	HIGH COUNTRY LINEN	S0435275	TOWLELS AND LINERS	04/17/2024	192.50	.00	
96	HIGH COUNTRY LINEN	S0436609	LINERS AND TOWELS	04/26/2024	157.80	.00	
96	HIGH COUNTRY LINEN	S0437015	FEBREZE	04/30/2024	77.09	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	S0438635	scot mf towel comet gloves	05/10/2024	334.16	.00	
Total 96:					1,233.78	.00	
4736	IDAHO CHILD SUPPORT RECEI	051524	case#426985	05/15/2024	564.20	564.20	05/15/2024
Total 4736:					564.20	564.20	
106	INTERSTATE BATTERY	950001526	BATTERIES	05/06/2024	249.90	.00	
106	INTERSTATE BATTERY	950001714	BATTERIES	05/20/2024	152.95	.00	
Total 106:					402.85	.00	
2	JACKSON CURBSIDE INC.	00031839	RECYCLING	05/10/2024	795.00	.00	
2	JACKSON CURBSIDE INC.	00031861	RECYCLING	05/10/2024	225.00	.00	
2	JACKSON CURBSIDE INC.	00031872	DOWNTOWN RECYCLING	05/10/2024	1,130.00	.00	
2	JACKSON CURBSIDE INC.	1421	INTERIOR AND EXTERIOR CLE	05/16/2024	3,000.00	.00	
2	JACKSON CURBSIDE INC.	1421	INTERIOR AND EXTERIOR CLE	05/16/2024	325.00	.00	
Total 2:					5,475.00	.00	
6931	JACKSON DOWNTOWNER, LLC	JKD-1033	START ON DEMAND JUNE 2024	05/08/2024	101,412.48	.00	
Total 6931:					101,412.48	.00	
7163	JACKSON GROUP LOCKBOX	668514IF	FILTER	05/09/2024	752.94	.00	
Total 7163:					752.94	.00	
858	JACKSON HOLE COMMUNITY H	TOJ 23-24 4/4	4TH QUARTER PAYMENT	05/01/2024	12,500.00	.00	
Total 858:					12,500.00	.00	
131	JACKSON HOLE NEWS & GUID	361913	AD#424948	01/31/2024	171.00	.00	
131	JACKSON HOLE NEWS & GUID	361914	AD#424949	01/31/2024	817.00	.00	
131	JACKSON HOLE NEWS & GUID	362414	AD#425312	02/14/2024	612.75	.00	
131	JACKSON HOLE NEWS & GUID	362418	AD#425311	02/14/2024	180.50	.00	
131	JACKSON HOLE NEWS & GUID	362854	AD#425547	02/28/2024	232.75	.00	
131	JACKSON HOLE NEWS & GUID	362855	AD#425548	02/28/2024	289.75	.00	
131	JACKSON HOLE NEWS & GUID	362856	AD#425549	02/28/2024	1,178.00	.00	
131	JACKSON HOLE NEWS & GUID	362857	AD#425550	02/28/2024	99.75	.00	
131	JACKSON HOLE NEWS & GUID	362858	AD#4255551	02/28/2024	190.00	.00	
131	JACKSON HOLE NEWS & GUID	362859	AD#4255552	02/28/2024	503.50	.00	
131	JACKSON HOLE NEWS & GUID	362860	AD#425558	02/28/2024	446.50	.00	
131	JACKSON HOLE NEWS & GUID	362861	AD#4255557	02/28/2024	812.25	.00	
131	JACKSON HOLE NEWS & GUID	362862	AD#425556	02/28/2024	489.25	.00	
131	JACKSON HOLE NEWS & GUID	362863	AD#425555	02/28/2024	788.50	.00	
131	JACKSON HOLE NEWS & GUID	362864	AD#425554	02/28/2024	446.50	.00	
131	JACKSON HOLE NEWS & GUID	362865	AD#425553	02/28/2024	660.25	.00	
131	JACKSON HOLE NEWS & GUID	363322	AD#425920	03/13/2024	204.25	.00	
131	JACKSON HOLE NEWS & GUID	364344	AD#426930	04/17/2024	114.00	.00	
131	JACKSON HOLE NEWS & GUID	364345	AD#426929	04/17/2024	180.50	.00	
131	JACKSON HOLE NEWS & GUID	364512	AD#ad#427084	04/24/2024	137.75	.00	
131	JACKSON HOLE NEWS & GUID	364513	AD#427083	04/24/2024	593.75	.00	
131	JACKSON HOLE NEWS & GUID	364514	AD#427060	04/24/2024	385.00	.00	
131	JACKSON HOLE NEWS & GUID	364515	AD#427085	04/24/2024	104.50	.00	
131	JACKSON HOLE NEWS & GUID	364936	AD#427060	05/01/2024	385.00	.00	
131	JACKSON HOLE NEWS & GUID	365032	AD#427270	05/08/2024	385.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	365033	AD#427413	05/08/2024	385.00	.00	
131	JACKSON HOLE NEWS & GUID	365074	AD#427425	05/08/2024	66.50	.00	
131	JACKSON HOLE NEWS & GUID	365100	AD#427731	05/08/2024	608.00	.00	
131	JACKSON HOLE NEWS & GUID	365294	AD 427413	05/15/2024	385.00	.00	
131	JACKSON HOLE NEWS & GUID	365295	AD#427937	05/15/2024	47.50	.00	
131	JACKSON HOLE NEWS & GUID	365296	AD#427936	05/15/2024	669.75	.00	
131	JACKSON HOLE NEWS & GUID	365297	AD 427893	05/15/2024	385.00	.00	
131	JACKSON HOLE NEWS & GUID	365344	AD 427940	05/15/2024	38.00	.00	
131	JACKSON HOLE NEWS & GUID	365345	AD 427939	05/15/2024	38.00	.00	
131	JACKSON HOLE NEWS & GUID	365346	AD 427938	05/15/2024	33.25	.00	
131	JACKSON HOLE NEWS & GUID	365372	AD 427872	05/15/2024	456.00	.00	
131	JACKSON HOLE NEWS & GUID	365501	AD#427893	05/22/2024	385.00	.00	
Total 131:					13,905.00	.00	
114	JACKSON LUMBER INC	000989841-00	LAG SCREWS	05/17/2024	400.80	.00	
Total 114:					400.80	.00	
7125	JACKSON WHOLE FAMILY HEAL	090523	BAILEY WILLIAMS	09/05/2023	380.00	.00	
7125	JACKSON WHOLE FAMILY HEAL	101723	PRE EMPLOY PHYSICAL	10/17/2023	420.00	.00	
Total 7125:					800.00	.00	
7450	JAVELIN ARMS	2024-044	GARMIN XERO	05/06/2024	450.00	.00	
Total 7450:					450.00	.00	
239	JH20 WATER CONDITIONING &	3151	bottled water for lab	05/10/2024	97.50	.00	
Total 239:					97.50	.00	
139	JORGENSEN ASSOCIATES, PC	53532	PROJECT #22182 toj millward wa	05/07/2024	2,490.00	.00	
139	JORGENSEN ASSOCIATES, PC	53648	PAY APP #19 CORE FACILITY	05/22/2024	241,559.77	.00	
Total 139:					244,049.77	.00	
2485	KENWORTH SALES COMPANY	004P39832	HD ORANGE NITRILE	05/08/2024	42.51	.00	
Total 2485:					42.51	.00	
7236	LEGEND HYDROVACING, INC	1098	HYDROVAC TRUCK LIFT STATI	04/18/2024	5,550.00	.00	
Total 7236:					5,550.00	.00	
5694	LEIGH, CHRISTOPHER S.	052224	TRAVEL EXPENSES TO CHEYE	05/22/2024	674.40	.00	
Total 5694:					674.40	.00	
5914	LENZ, BRIAN	052124	ENGINEERING LUNCH	05/21/2024	118.64	.00	
Total 5914:					118.64	.00	
7448	LIQUOR STORE OF JH, INC	171286596816	CHAMBER MIXER SUPPLIES	04/11/2024	774.30	.00	
Total 7448:					774.30	.00	
2224	LOCAL GOV'T LIABILITY POOL	15368	DEDUCTIBLE AA240044	05/15/2024	1,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2224:					1,000.00	.00	
7201	LOPEZ, CHRYSTAL	050124	TRAVEL REIMBURSEMENT	05/01/2024	59.00	.00	
Total 7201:					59.00	.00	
156	LOWER VALLEY ENERGY INC	052229	2ND HALF RENT JUNE	05/22/2024	1,500.00	.00	
Total 156:					1,500.00	.00	
677	MACY'S SERVICES	39064	PUMP TRUCK	04/30/2024	2,567.50	.00	
Total 677:					2,567.50	.00	
7230	MEAD & HUNT	365556	jac shuttle pilot	04/16/2024	12,761.90	.00	
Total 7230:					12,761.90	.00	
998	METROQUIP INC	P26545	BALL SOCKET	05/06/2024	393.10	.00	
998	METROQUIP INC	P26694	WATER PUMP	05/15/2024	632.75	.00	
998	METROQUIP INC	P26735	OIL COOL	05/17/2024	3,091.99	.00	
Total 998:					4,117.84	.00	
5974	Monarch Motorsports	000893	NEW POLICE BIKE	05/22/2024	25,639.00	.00	
Total 5974:					25,639.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6904836001	STERO SPEAKER WIRE	04/25/2024	126.10	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6904843001	ASS MET 828 FJ E ASSORTMEN	04/29/2024	2,048.89	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6904847001	HOSE BARB FITTINGS,DRAIN C	04/26/2024	366.95	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6910255001	BONDED WIRE	05/06/2024	132.29	.00	
Total 4623:					2,674.23	.00	
257	NAPA AUTO PARTS INC.	209891	TOUCH UP TUBE	03/27/2024	22.49	.00	
257	NAPA AUTO PARTS INC.	213158	SCREWS	04/12/2024	9.48	.00	
257	NAPA AUTO PARTS INC.	216226	DOOR LOCK ACTUATOR	04/25/2024	363.59	.00	
257	NAPA AUTO PARTS INC.	217069	2018 chevy tahoe	04/30/2024	79.52	.00	
257	NAPA AUTO PARTS INC.	217300	2005 chevy tahoe	05/01/2024	17.77	.00	
257	NAPA AUTO PARTS INC.	217394	2017 chevy colorado	05/01/2024	22.22	.00	
257	NAPA AUTO PARTS INC.	217395	NAPA GOLD AIR FILTER	05/01/2024	35.54	.00	
257	NAPA AUTO PARTS INC.	217441	SPEAKER WIRE	05/01/2024	9.44	.00	
257	NAPA AUTO PARTS INC.	217635	Sta lube	05/02/2024	12.99	.00	
257	NAPA AUTO PARTS INC.	218091	rosin core solder	05/04/2024	27.18	.00	
257	NAPA AUTO PARTS INC.	218508	202 ford police interceprer	05/07/2024	21.10	.00	
257	NAPA AUTO PARTS INC.	218509	NAPA gold air filter	05/07/2024	15.56	.00	
257	NAPA AUTO PARTS INC.	218565	switch	05/07/2024	18.89	.00	
257	NAPA AUTO PARTS INC.	218637	FILTERS	05/07/2024	22.26	.00	
257	NAPA AUTO PARTS INC.	218748	NAPA GOLD oil filter	05/08/2024	16.10	.00	
257	NAPA AUTO PARTS INC.	219008	FILTERS	05/09/2024	35.03	.00	
257	NAPA AUTO PARTS INC.	219082	FILTERS	05/09/2024	17.77	.00	
257	NAPA AUTO PARTS INC.	219713	NAPA GOLD OIL FILTER	05/13/2024	56.46	.00	
257	NAPA AUTO PARTS INC.	219726	FILTERS	05/13/2024	35.80	.00	
257	NAPA AUTO PARTS INC.	219757	TRICO FORCE BLADES	05/13/2024	291.74	.00	
257	NAPA AUTO PARTS INC.	219761	AIR FILTERS	05/13/2024	3.33-	.00	
257	NAPA AUTO PARTS INC.	219780	OIL FILTER	05/13/2024	8.88	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
257	NAPA AUTO PARTS INC.	219920	PANEL AIR ELEMENT	05/13/2024	59.36	.00	
257	NAPA AUTO PARTS INC.	220067	UDKER ARM	05/14/2024	535.28	.00	
257	NAPA AUTO PARTS INC.	220316	FILTERS	05/14/2024	8.12	.00	
257	NAPA AUTO PARTS INC.	220432	FILTERS	05/15/2024	35.02	.00	
257	NAPA AUTO PARTS INC.	220496	VALVE	05/15/2024	45.89	.00	
257	NAPA AUTO PARTS INC.	221049	grp 27 battery box	05/17/2024	70.08	.00	
257	NAPA AUTO PARTS INC.	221505	AIR HOSE	05/20/2024	272.50	.00	
257	NAPA AUTO PARTS INC.	221805	ADAPTER	05/21/2024	6.28	.00	
Total 257:					2,169.01	.00	
187	NELSON ENGINEERING	63998	23-302-01 TOJ THAW WELL 10	03/25/2024	1,827.50	.00	
187	NELSON ENGINEERING	64134	PROJECT 23-302-02 GILL WELL	04/10/2024	2,847.50	.00	
187	NELSON ENGINEERING	64237	23-302-01 TOJ THAW WELL 10	05/02/2024	9,671.00	.00	
187	NELSON ENGINEERING	64262	21-060-01 JACKSON THAW WEL	05/02/2024	628.25	.00	
Total 187:					14,974.25	.00	
513	ON SIGHT LAND SURVEYORS I	040124	surveyors review p24-032	04/01/2024	1,200.00	.00	
513	ON SIGHT LAND SURVEYORS I	051724	surveyors review p24-066	05/17/2024	600.00	.00	
Total 513:					1,800.00	.00	
1504	ONE CALL OF WYOMING	71222	APRIL TICKETS	05/06/2024	117.37	.00	
1504	ONE CALL OF WYOMING	71222	APRIL TICKETS	05/06/2024	117.38	.00	
Total 1504:					234.75	.00	
7052	PITTS, JASON	050624	REIMBURSE	05/06/2024	126.54	.00	
Total 7052:					126.54	.00	
6483	PREMIER TRUCK- SALT LAKE C	775601457	SENSOR KIT	05/06/2024	1,146.91	.00	
Total 6483:					1,146.91	.00	
7440	PRISTINE EXTERIORS LLC	000779	WINDOW WASHING	04/18/2024	309.00	.00	
Total 7440:					309.00	.00	
6837	PRO-WEST & ASSOC., INC	008573	BLOCK SUPPORT PACKAGE	05/08/2024	6,000.00	.00	
6837	PRO-WEST & ASSOC., INC	008573	BLOCK SUPPORT PACKAGE	05/08/2024	6,000.00	.00	
Total 6837:					12,000.00	.00	
7066	R & A SAFETY LLC	44155	PRE EMPLOY	04/03/2024	90.50	.00	
7066	R & A SAFETY LLC	44186	dot random urine drug screen	04/03/2024	90.50	.00	
7066	R & A SAFETY LLC	44199	PRE EMPLOY	05/04/2024	90.50	.00	
7066	R & A SAFETY LLC	44223	PRE EMPLOY	04/10/2024	90.50	.00	
7066	R & A SAFETY LLC	44284	PRE EMPLOY	04/15/2024	90.50	.00	
7066	R & A SAFETY LLC	44289	DOT RANDOM	04/18/2024	90.50	.00	
7066	R & A SAFETY LLC	44317	DOT RANDOM	04/24/2024	90.50	.00	
7066	R & A SAFETY LLC	44327	dot ransom drug screening	04/23/2024	115.50	.00	
7066	R & A SAFETY LLC	44346	PRE EMPLOY	04/29/2024	90.50	.00	
Total 7066:					839.50	.00	
4989	RIPLEYS VACUUM CENTER, IN	220000006993	PAPER AND SOAP	03/19/2024	512.00	512.00	05/16/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4989	RIPLEYS VACUUM CENTER, IN	220000006994	PAPER, SOAP AND LINERS	03/19/2024	552.50	552.50	05/16/2024
4989	RIPLEYS VACUUM CENTER, IN	220000006995	PAPER	03/19/2024	400.00	400.00	05/16/2024
4989	RIPLEYS VACUUM CENTER, IN	220000006998	HAND TOWLES	03/19/2024	240.00	240.00	05/16/2024
4989	RIPLEYS VACUUM CENTER, IN	220000006999	LINERS	03/19/2024	40.50	40.50	05/16/2024
4989	RIPLEYS VACUUM CENTER, IN	22000006992	SOAP AND TOWELS	03/19/2024	733.50	733.50	05/16/2024
4989	RIPLEYS VACUUM CENTER, IN	22000007401	HAND TOWELS	05/01/2024	240.00	.00	
4989	RIPLEYS VACUUM CENTER, IN	22000007402	PAPER AND SOAP	05/01/2024	220.50	.00	
4989	RIPLEYS VACUUM CENTER, IN	22000007403	PAPER AND SOAP	05/01/2024	332.50	.00	
4989	RIPLEYS VACUUM CENTER, IN	22000007404	PAPER TOWELS AND SOAP	05/01/2024	863.50	.00	
4989	RIPLEYS VACUUM CENTER, IN	22000007405	PAPER AND SOAP	05/01/2024	500.50	.00	
Total 4989:					4,635.50	2,478.50	
4723	RON'S TOWING LLC	24-33786	BUS WHITE	05/02/2024	2,250.00	.00	
4723	RON'S TOWING LLC	24-33846	LIGHT WRECKER	05/07/2024	3,650.00	.00	
4723	RON'S TOWING LLC	24-34053	TOW FEE	05/21/2024	250.00	.00	
Total 4723:					6,150.00	.00	
2850	RT1 INC	041624	SHIPPING CHARGES	04/16/2024	47.13	.00	
2850	RT1 INC	050224	SHIPPING CHARGES	05/02/2024	13.47	.00	
2850	RT1 INC	050824	SHIPPING CHARGES	05/08/2024	118.52	.00	
Total 2850:					179.12	.00	
13	SAFETY SUPPLY & SIGN CO., I	189260	BAT RED SOLOR INTERNAL BA	04/25/2024	366.93	.00	
13	SAFETY SUPPLY & SIGN CO., I	189481	SIGN POST REFLECTOR	05/13/2024	829.86	.00	
Total 13:					1,196.79	.00	
4831	SCHAEFFER MFG. CO	PXG5358-INV1	SUPREME SYNTHETICS	04/25/2024	3,638.80	.00	
Total 4831:					3,638.80	.00	
7203	SCHWARTZ, ANDY	032424	lobby services	03/24/2024	4,167.00	.00	
7203	SCHWARTZ, ANDY	042624	LOBBY SERVICES 10/12	04/26/2024	4,167.00	.00	
Total 7203:					8,334.00	.00	
6323	SHELL EQUIPMENT COMPANY	1195	BLACK MESH	05/01/2024	199.44	.00	
Total 6323:					199.44	.00	
4359	SHERWIN-WILLIAMS CO.	7718-8	PAINT	04/26/2024	120.76	.00	
4359	SHERWIN-WILLIAMS CO.	7901-0	HIGHWAY PAINT	04/30/2024	518.04	.00	
Total 4359:					638.80	.00	
6365	SIGN IT NOW INC	10559	SIGNAGE	03/13/2024	271.70	.00	
Total 6365:					271.70	.00	
4548	SILVER CREEK SUPPLY	0015281163-00	NIPPLE BRASS	04/29/2024	12.10	.00	
4548	SILVER CREEK SUPPLY	0015406766-0	LEAD FREE BRASS	05/06/2024	30.33	.00	
4548	SILVER CREEK SUPPLY	0015530713-0	parts	05/13/2024	32.92	.00	
Total 4548:					75.35	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
236	SMITH POWER PRODUCTS,INC	3236219	HARNESS ASSEMBLY WIRING	05/03/2024	357.25	.00	
Total 236:					357.25	.00	
7106	SMITH PSYCHOLOGICAL SERVI	7987	EVALUATION	05/01/2024	400.00	.00	
7106	SMITH PSYCHOLOGICAL SERVI	8069	EVALUATION	05/13/2024	400.00	.00	
Total 7106:					800.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	14076	CHECK ERV	05/02/2024	255.00	.00	
Total 5632:					255.00	.00	
6136	SOLV BUSINESS SOLUTIONS-S	438611	TRESSPASS NOTICE	04/22/2024	301.68	.00	
6136	SOLV BUSINESS SOLUTIONS-S	438762	WARNING NOTICES	04/25/2024	501.70	.00	
Total 6136:					803.38	.00	
7050	SOSA'S JANITORIAL SERVICE	0000021	TOWN HALL CLEANING	05/18/2024	7,200.00	.00	
Total 7050:					7,200.00	.00	
3961	SPECTRUM	173067801050	MONTHLY SERVICES	05/07/2024	99.99	.00	
Total 3961:					99.99	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334625520	ANIMAL CARE	04/29/2024	32.26	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334625521	ANIMAL CARE	04/29/2024	169.69	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334625699	ANIMAL CARE	05/02/2024	84.52	.00	
Total 1505:					286.47	.00	
6871	STANDARD INSURANCE COMP	050124	VOLUNTARY POLICES	05/01/2024	2,075.77	2,075.77	05/20/2024
6871	STANDARD INSURANCE COMP	050124	VOLUNTARY LIFE	05/01/2024	1,057.60	1,057.60	05/20/2024
6871	STANDARD INSURANCE COMP	050124	MARY LTD, STD, AND LIFE	05/01/2024	6,912.79	6,912.79	05/20/2024
Total 6871:					10,046.16	10,046.16	
7445	STERLING, ODEIN	051524	BAIL RETURNED 24-01-0124	05/15/2024	740.00	740.00	05/16/2024
Total 7445:					740.00	740.00	
1054	SUNRISE ENVIRONMENTAL	146139	STAY SLICK PREEN AND SPLAT	05/07/2024	1,086.17	.00	
Total 1054:					1,086.17	.00	
7076	SUSTAINABLE STRATEGIES DC	3911	GRANT SERVICES MAY	05/01/2024	7,500.00	.00	
Total 7076:					7,500.00	.00	
581	TETON COUNTY INTEGRATED	665642	YARD WASTE	04/24/2024	10.00	.00	
Total 581:					10.00	.00	
6813	TETON COUNTY PLANNING & B	108	JOINT INDICATOR REPORT	05/14/2024	11,744.99	.00	
Total 6813:					11,744.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2362	TETON COUNTY PUBLIC HEALT	24-2606	DRINKING WATER TESTS	05/23/2024	200.00	.00	
Total 2362:					200.00	.00	
6902	TETON COUNTY PUBLIC WORK	2024-9	TASK WORK ORDERS	05/06/2024	8,777.13	.00	
6902	TETON COUNTY PUBLIC WORK	2024-9	TASK WORK ORDERS	05/06/2024	2,664.13	.00	
6902	TETON COUNTY PUBLIC WORK	2024-9	TASK WORK ORDERS	05/06/2024	1,284.61	.00	
6902	TETON COUNTY PUBLIC WORK	2024-9	TASK WORK ORDERS	05/06/2024	322.35	.00	
Total 6902:					13,048.22	.00	
55	TETON COUNTY SHERIFF'S-JAI	670	APRIL INMATES	05/06/2024	288.00	.00	
Total 55:					288.00	.00	
268	TETON MOTORS INC	205018893 1	QUART BOT	05/02/2024	206.83	.00	
268	TETON MOTORS INC	5109855 1	SL N OUTLET	04/29/2024	74.79	.00	
268	TETON MOTORS INC	5109926	SENSOR	05/07/2024	228.11	.00	
268	TETON MOTORS INC	5109947	SWITCH	05/09/2024	63.04	.00	
268	TETON MOTORS INC	5109993	SENSOR	05/14/2024	1,082.88	.00	
Total 268:					1,655.65	.00	
6992	TETON ROPE ACCESS AND SE	1137	SNOW REMOVAL	02/24/2024	751.25	.00	
Total 6992:					751.25	.00	
3162	TETON TRASH REMOVAL, INC.	24 MAY 1088	145 WEST HANSEN 2B	06/02/2024	103.00	.00	
Total 3162:					103.00	.00	
6810	THE TIRE RACK, INC.	MB36622	AGLIS CROSSCLI TIRES	05/06/2024	1,823.20	.00	
6810	THE TIRE RACK, INC.	MB88656	ACCOMODATIONS	05/09/2024	103.20-	.00	
Total 6810:					1,720.00	.00	
3955	THOMSON WEST	850094136	WEST GROUP CHARGES	05/01/2024	465.07	.00	
3955	THOMSON WEST	850094136	WEST GROUP CHARGES	05/01/2024	465.07	.00	
Total 3955:					930.14	.00	
70	THYSSEN KRUPP ELEVATOR C	3007869807	snow king ice rink	05/01/2024	4,471.20	.00	
Total 70:					4,471.20	.00	
6363	TMSC LLC	2021-006-4 20	INSTALL LIGHTS @ START	05/07/2024	720.00	.00	
6363	TMSC LLC	2024-005-06B	FACILITIES MAINTENANCE	05/07/2024	361.41	.00	
6363	TMSC LLC	2024-005-06C	BRACKETS FOR SAM	05/07/2024	896.80	.00	
Total 6363:					1,978.21	.00	
7284	UCM DIGITAL HEALTH, INC	39398	MAY PREMIUM	05/01/2024	955.50	955.50	05/20/2024
Total 7284:					955.50	955.50	
6975	UPLIFT DESK	INV1780410	NEW DESK	04/11/2024	5,327.99	.00	
6975	UPLIFT DESK	INV1795190	CORNER SLEEVE UPLIFT DESK	04/29/2024	359.80	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6975:					5,687.79	.00	
777	UPPER CASE PRINTING INK	1775	SAFE STREET FLYER	05/06/2024	230.74	.00	
Total 777:					230.74	.00	
706	USA BLUE BOOK	INV003450638	TUBING ADAPTER	04/24/2024	65.75	.00	
706	USA BLUE BOOK	INV00365975	HYDRANT HOSE VALVE	05/14/2024	238.02	.00	
706	USA BLUE BOOK	SCN088203	CREDIT	05/09/2024	296.07-	.00	
706	USA BLUE BOOK	SCN088959	HACH	05/10/2024	1,328.00-	.00	
Total 706:					1,320.30-	.00	
1949	VERIZON WIRELESS	9963091567	MONTHLY SERVICES	05/01/2024	8,416.67	.00	
Total 1949:					8,416.67	.00	
3420	VISA	Admin 2963 04	CHECKR-TOWN-WIDE SERVICE	04/23/2024	41.49	41.49	05/21/2024
3420	VISA	Admin 2963 04	TJ MAXX-EMPLOYEE HOUSING	04/23/2024	34.60	34.60	05/21/2024
3420	VISA	Admin 2963 04	AMAZON-PERSONNEL/TOWN C	04/23/2024	16.95	16.95	05/21/2024
3420	VISA	Admin 2963 04	WHOLE FOODS-COMMUNITY P	04/23/2024	83.61	83.61	05/21/2024
3420	VISA	Admin 2963 04	MADE-COMMUNITY PROMOTIO	04/23/2024	50.88	50.88	05/21/2024
3420	VISA	Admin 2963 04	INDEED-PERSONNEL/TOWN CL	04/23/2024	255.88	255.88	05/21/2024
3420	VISA	Admin 2963 04	STAPLES-PERSONNEL/TOWN C	04/23/2024	15.89	15.89	05/21/2024
3420	VISA	Admin 2963 04	BIRD AND BUFFALO-PERSONN	04/23/2024	289.38	289.38	05/21/2024
3420	VISA	Admin 2963 04	FORT FRAME-PERSONNEL/TO	04/23/2024	843.75	843.75	05/21/2024
3420	VISA	Admin 2963 04	STIO-COMMUNITY PROMOTION	04/23/2024	300.50	300.50	05/21/2024
3420	VISA	Admin 2963 04	PEARL STREET BAGELS-PERS	04/23/2024	100.00	100.00	05/21/2024
3420	VISA	Admin 2963 04	WHOLE FOODS-COMMUNITY P	04/23/2024	772.84	772.84	05/21/2024
3420	VISA	Admin 2963 04	PLANETIZEN-PERSONNEL/TOW	04/23/2024	99.95	99.95	05/21/2024
3420	VISA	Admin 2963 04	CHECKR-PERSONNEL/TOWN C	04/23/2024	149.98	149.98	05/21/2024
3420	VISA	Admin 2963 04	CANVAS UNLIMITED-COMMUNI	04/23/2024	55.97	55.97	05/21/2024
3420	VISA	Admin 2963 04	AMERICAN PLANNING-PERSON	04/23/2024	395.00	395.00	05/21/2024
3420	VISA	Admin 2963 04	TEMPLE PUBL-COMMUNITY PR	04/23/2024	195.00	195.00	05/21/2024
3420	VISA	Admin 2963 04	ALBERTSONS-EMPLOYEE HOU	04/23/2024	2.65	2.65	05/21/2024
3420	VISA	Admin 2963 04	TJ MAXX-TOWN-WIDE SERVICE	04/23/2024	16.92	16.92	05/21/2024
3420	VISA	Admin 2963 04	RINGHOLZ GALLERY-COMMUNI	04/23/2024	233.20	233.20	05/21/2024
3420	VISA	Admin 6864 04	WOTH-ADMINISTRATION	04/23/2024	83.79	83.79	05/21/2024
3420	VISA	Animal 2344 04	SMITHS-ANIMAL SHELTER/CON	04/23/2024	24.95	24.95	05/21/2024
3420	VISA	Animal 2344 04	PETS PLACE PLUS-ANIMAL SH	04/23/2024	54.36	54.36	05/21/2024
3420	VISA	Animal 2344 04	CHEWY-ANIMAL SHELTER/CON	04/23/2024	193.24	193.24	05/21/2024
3420	VISA	Animal 2344 04	SMITHS-ANIMAL SHELTER/CON	04/23/2024	124.09	124.09	05/21/2024
3420	VISA	CD 1016 04/23	ENERGY CON-COMMUNITY DE	04/23/2024	72.00	72.00	05/21/2024
3420	VISA	CD 1016 04/23	UBER-COMMUNITY DEVELOPM	04/23/2024	29.98	29.98	05/21/2024
3420	VISA	CD 1016 04/23	PROTEIN BAR -COMMUNITY DE	04/23/2024	16.07	16.07	05/21/2024
3420	VISA	CD 1016 04/23	WHOLE FOODS-COMMUNITY D	04/23/2024	27.99	27.99	05/21/2024
3420	VISA	CD 1016 04/23	STARTBIKE JH-COMMUNITY DE	04/23/2024	1.00	1.00	05/21/2024
3420	VISA	CD 1016 04/23	LUNDS AND BYERLYS-COMMU	04/23/2024	35.45	35.45	05/21/2024
3420	VISA	CD 1016 04/23	TARGET-COMMUNITY DEVELO	04/23/2024	31.39	31.39	05/21/2024
3420	VISA	CD 1016 04/23	WESTIN INN-COMMUNITY DEV	04/23/2024	32.84	32.84	05/21/2024
3420	VISA	CD 1016 04/23	IDAHO CONSERVATION -COMM	04/23/2024	425.00	425.00	05/21/2024
3420	VISA	CD 1016 04/23	AMAZON-COMMUNITY DEVELO	04/23/2024	40.25	40.25	05/21/2024
3420	VISA	CD 1016 04/23	CASPER STAR TRIBUNE-COMM	04/23/2024	4.99	4.99	05/21/2024
3420	VISA	CD 1016 04/23	MAILCHIMP-COMMUNITY DEVE	04/23/2024	75.00	75.00	05/21/2024
3420	VISA	CD 1016 04/23	CREEKSIDE-COMMUNITY DEVE	04/23/2024	85.72	85.72	05/21/2024
3420	VISA	CD 1016 04/23	UBER-COMMUNITY DEVELOPM	04/23/2024	2.00	2.00	05/21/2024
3420	VISA	CD 1016 04/23	UBER-COMMUNITY DEVELOPM	04/23/2024	48.86	48.86	05/21/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		CD 1016 04/23	SMITHS-COMMUNITY DEVELOP	04/23/2024	39.83	39.83	05/21/2024
3420 VISA		IT 6908 04/23/2	IPHONE PAYMENT-INFORMATIO	04/23/2024	69.50	69.50	05/21/2024
3420 VISA		IT 6908 04/23/2	IPHONE PAYMENT-INFORMATIO	04/23/2024	69.50	69.50	05/21/2024
3420 VISA		IT 6908 04/23/2	AMAZON-INFORMATION TECHN	04/23/2024	78.99	78.99	05/21/2024
3420 VISA		IT 6908 04/23/2	ALBERTSONS-INFORMATION T	04/23/2024	40.97	40.97	05/21/2024
3420 VISA		IT 6908 04/23/2	ALBERTSONS-INFORMATION T	04/23/2024	104.66	104.66	05/21/2024
3420 VISA		IT 6908 04/23/2	AIRBNB-INFORMATION TECHN	04/23/2024	1,228.19	1,228.19	05/21/2024
3420 VISA		IT 6908 04/23/2	AXON WEEK-INFORMATION TE	04/23/2024	849.00	849.00	05/21/2024
3420 VISA		IT 6908 04/23/2	UPS-INFORMATION TECHNOLO	04/23/2024	37.09	37.09	05/21/2024
3420 VISA		IT 6908 04/23/2	IACP-INFORMATION TECHNOL	04/23/2024	75.00	75.00	05/21/2024
3420 VISA		IT 6908 04/23/2	CELLEBRITE-INFORMATION TE	04/23/2024	330.00	330.00	05/21/2024
3420 VISA		IT 6908 04/23/2	UPS-INFORMATION TECHNOLO	04/23/2024	22.59	22.59	05/21/2024
3420 VISA		IT 6908 04/23/2	IPHONE PAYMENT-INFORMATIO	04/23/2024	69.50	69.50	05/21/2024
3420 VISA		IT 6908 04/23/2	DISH NETWORK-TOWN-WIDE S	04/23/2024	144.74	144.74	05/21/2024
3420 VISA		IT 6908 04/23/2	AIRBNB-INFORMATION TECHN	04/23/2024	3,124.98	3,124.98	05/21/2024
3420 VISA		IT 6908 04/23/2	ALBERTSONS-INFORMATION T	04/23/2024	64.25	64.25	05/21/2024
3420 VISA		P&B 6098 04/2	WYOMING PLANNING ASSOC-P	04/23/2024	250.00	250.00	05/21/2024
3420 VISA		P&B 6098 04/2	PINKY G'S-PERSONNEL/TOWN	04/23/2024	74.43	74.43	05/21/2024
3420 VISA		P&B 6098 04/2	STAPLES-PLANNING	04/23/2024	79.99	79.99	05/21/2024
3420 VISA		PD 0355 04/23/	PRIMARY ARMS-POLICE - PATR	04/23/2024	470.45	470.45	05/21/2024
3420 VISA		PD 0355 04/23/	CHEROKEE HOTEL-POLICE SP	04/23/2024	715.86	715.86	05/21/2024
3420 VISA		PD 0355 04/23/	EXXON-POLICE - INVESTIGATI	04/23/2024	40.26	40.26	05/21/2024
3420 VISA		PD 0355 04/23/	FBI NATIONAL ACADEMY ASSO	04/23/2024	560.00	560.00	05/21/2024
3420 VISA		PD 0355 04/23/	5.11 INC-POLICE - INVESTIGATI	04/23/2024	553.32	553.32	05/21/2024
3420 VISA		PD 0355 04/23/	GALLS-POLICE - PATROL	04/23/2024	1,504.09	1,504.09	05/21/2024
3420 VISA		PD 1064 04/23/	360 TRAINING-POLICE - PATRO	04/23/2024	75.00	75.00	05/21/2024
3420 VISA		PD 1064 04/23/	5.11 INC-POLICE - PATROL	04/23/2024	286.20	286.20	05/21/2024
3420 VISA		PD 1064 04/23/	5.11 INVB-POLICE - PATROL	04/23/2024	105.35	105.35	05/21/2024
3420 VISA		PD 1064 04/23/	WYOMING.LEC-POLICE - PATR	04/23/2024	750.00	750.00	05/21/2024
3420 VISA		PD 1064 04/23/	5.11 INVB-POLICE - PATROL	04/23/2024	105.35	105.35	05/21/2024
3420 VISA		PD 1064 04/23/	SP TAC GEAR-POLICE - PATRO	04/23/2024	64.47	64.47	05/21/2024
3420 VISA		PD 1064 04/23/	EXXON-POLICE - PATROL	04/23/2024	20.01	20.01	05/21/2024
3420 VISA		PD 1064 04/23/	TARGET-POLICE - PATROL	04/23/2024	38.16	38.16	05/21/2024
3420 VISA		PD 1064 04/23/	TEXAS ROADHOUSE-POLICE -	04/23/2024	160.01	160.01	05/21/2024
3420 VISA		PD 1064 04/23/	GALLS-POLICE - PATROL	04/23/2024	18.88	18.88	05/21/2024
3420 VISA		PD 1064 04/23/	PEARL STREET BAGELS-POLIC	04/23/2024	204.80	204.80	05/21/2024
3420 VISA		PD 1115 04/23/	DOLLAR -POLICE - ADMINISTRA	04/23/2024	26.55	26.55	05/21/2024
3420 VISA		PD 1115 04/23/	SAMS CLUB-POLICE - ADMINIS	04/23/2024	220.08	220.08	05/21/2024
3420 VISA		PD 1115 04/23/	RAMKOTA-POLICE - PATROL	04/23/2024	226.00	226.00	05/21/2024
3420 VISA		PD 1115 04/23/	SIGN UP GENIUD-POLICE - AD	04/23/2024	269.89	269.89	05/21/2024
3420 VISA		PD 1115 04/23/	ACE HARDWARE-POLICE - CO	04/23/2024	51.92	51.92	05/21/2024
3420 VISA		PD 1123 04/23/	MCDONALDS-POLICE - PATROL	04/23/2024	30.82	30.82	05/21/2024
3420 VISA		PD 1123 04/23/	CREEKSIDE-POLICE - PATROL	04/23/2024	18.68	18.68	05/21/2024
3420 VISA		PD 1255 04/23/	ULINE-POLICE - INVESTIGATIO	04/23/2024	1,661.74	1,661.74	05/21/2024
3420 VISA		PD 1255 04/23/	ULINE-POLICE - INVESTIGATIO	04/23/2024	600.00	600.00	05/21/2024
3420 VISA		PD 1255 04/23/	ULINE-POLICE - INVESTIGATIO	04/23/2024	201.36	201.36	05/21/2024
3420 VISA		PD 1255 04/23/	UPS-POLICE - INVESTIGATIONS	04/23/2024	12.38	12.38	05/21/2024
3420 VISA		PW 4142 04/23	PSI EXAMS-WATER DEPARTME	04/23/2024	106.00	106.00	05/21/2024
3420 VISA		PW 4142 04/23	CREDIT-START	04/23/2024	69.49	69.49	05/21/2024
3420 VISA		PW 4142 04/23	PART SELECT-EMPLOYEE HOU	04/23/2024	16.52	16.52	05/21/2024
3420 VISA		PW 4142 04/23	LA QUIUNTA-WATER DEPARTM	04/23/2024	358.00	358.00	05/21/2024
3420 VISA		PW 4142 04/23	BLINDS.COM-PUBLIC WORKS	04/23/2024	248.99	248.99	05/21/2024
3420 VISA		PW 4142 04/23	OFFICE OF WATER PROGRAMS	04/23/2024	224.00	224.00	05/21/2024
3420 VISA		PW 4142 04/23	EGUAGE-SEWER DEPARTMEN	04/23/2024	20.00	20.00	05/21/2024
3420 VISA		PW 4142 04/23	TARGET-START	04/23/2024	95.39	95.39	05/21/2024
3420 VISA		PW 4142 04/23	HOME DEPOT-START	04/23/2024	1,423.94	1,423.94	05/21/2024
3420 VISA		PW 4142 04/23	OFFICE OF WATER PROGRAMS	04/23/2024	199.00	199.00	05/21/2024
3420 VISA		PW 4142 04/23	AUTO TOOL-START	04/23/2024	69.49	69.49	05/21/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		PW 4142 04/23	AMAZON-PUBLIC WORKS	04/23/2024	81.93	81.93	05/21/2024
3420 VISA		PW 4142 04/23	ALBERTSONS-SEWER DEPART	04/23/2024	23.84	23.84	05/21/2024
3420 VISA		PW 4142 04/23	AMAZON-FLEET SHOP	04/23/2024	151.32	151.32	05/21/2024
3420 VISA		PW 4704 04/23	REMINGTON-TOWN ENGINEER	04/23/2024	14.60	14.60	05/21/2024
3420 VISA		PW 4704 04/23	AMAZON-TOWN ENGINEER	04/23/2024	19.90	19.90	05/21/2024
3420 VISA		PW 4704 04/23	EXXON-TOWN ENGINEER	04/23/2024	22.10	22.10	05/21/2024
3420 VISA		PW 4704 04/23	AMAZON-TOWN ENGINEER	04/23/2024	260.75	260.75	05/21/2024
3420 VISA		PW 4704 04/23	TACO JOHNS-TOWN ENGINEER	04/23/2024	16.34	16.34	05/21/2024
3420 VISA		PW 4704 04/23	SUPPLY HOUSE-TOWN HALL B	04/23/2024	1,716.05	1,716.05	05/21/2024
3420 VISA		PW 4704 04/23	BLISS-TOWN ENGINEER	04/23/2024	31.49	31.49	05/21/2024
3420 VISA		PW 4704 04/23	EXXON-TOWN ENGINEER	04/23/2024	39.29	39.29	05/21/2024
3420 VISA		PW 4704 04/23	HOKKAIDO-TOWN ENGINEER	04/23/2024	22.64	22.64	05/21/2024
3420 VISA		PW 4704 04/23	AMAZON-FLEET SHOP	04/23/2024	237.48	237.48	05/21/2024
3420 VISA		PW 4704 04/23	PAPA JOHNS-TOWN ENGINEER	04/23/2024	25.82	25.82	05/21/2024
3420 VISA		PW 4704 04/23	WYOMING RURAL WATER-TOW	04/23/2024	458.35	458.35	05/21/2024
3420 VISA		PW 4704 04/23	QUAILITY INN-TOWN ENGINEE	04/23/2024	246.00	246.00	05/21/2024
3420 VISA		START 1214 0	SIDEWINDERS-START	04/23/2024	264.55	264.55	05/21/2024
3420 VISA		START 1214 0	STILLWEST BREWERY-START	04/23/2024	7,829.99	7,829.99	05/21/2024
3420 VISA		START 4100 0	STAPLES-START	04/23/2024	14.97	14.97	05/21/2024
3420 VISA		START 4100 0	STAPLES-START	04/23/2024	50.97	50.97	05/21/2024
3420 VISA		START 4100 0	HOME DEPOT-START	04/23/2024	612.89	612.89	05/21/2024
3420 VISA		START 4100 0	ALBERTSONS-START	04/23/2024	122.49	122.49	05/21/2024
3420 VISA		START 4100 0	ALBERTSONS-START	04/23/2024	68.13	68.13	05/21/2024
3420 VISA		START 4100 0	COMMUNITY TRANSPORTATIO	04/23/2024	35.00	35.00	05/21/2024
3420 VISA		START 4100 0	MR LOCK-START	04/23/2024	18.61	18.61	05/21/2024
3420 VISA		START 4100 0	STAPLES-START	04/23/2024	65.22	65.22	05/21/2024
3420 VISA		Victim 9126 04/	PEARL STREET-VICTIM SERVIC	04/23/2024	40.56	40.56	05/21/2024
3420 VISA		Victim 9126 04/	UNITED AIRLINES-VICTIM SERV	04/23/2024	35.00	35.00	05/21/2024
3420 VISA		Victim 9126 04/	I CAB-VICTIM SERVICES	04/23/2024	27.60	27.60	05/21/2024
3420 VISA		Victim 9126 04/	UNITED AIRLINES-VICTIM SERV	04/23/2024	35.00	35.00	05/21/2024
3420 VISA		Victim 9126 04/	GRAND HYATT-VICTIM SERVIC	04/23/2024	875.60	875.60	05/21/2024
3420 VISA		Victim 9126 04/	COCA COLA-VICTIM SERVICES	04/23/2024	10.76	10.76	05/21/2024
3420 VISA		Victim 9126 04/	ZOOM-VICTIM SERVICES	04/23/2024	317.79	317.79	05/21/2024
3420 VISA		Victim 9126 04/	ANTLER INN-VICTIM SERVICES	04/23/2024	131.20	131.20	05/21/2024
3420 VISA		Victim 9126 04/	PSA WORLDWIDE-VICTIM SERV	04/23/2024	146.04	146.04	05/21/2024
Total 3420:					37,870.36	37,870.36	
5022 VISION SERVICE PLAN - (WY)		820277581	MAY PREMIUM	04/17/2024	1,765.73	1,765.73	05/20/2024
Total 5022:					1,765.73	1,765.73	
517 WAM		17821	MEMBERSHIP DUES ROBINSO	05/06/2024	150.00	.00	
517 WAM		17821	MEMBERSHIP DUES ROBINSO	05/06/2024	75.00	.00	
Total 517:					225.00	.00	
6226 WEST COAST CODE CONSULT		UT24-579N-00	INSPECTION SERVICES APRIL	05/08/2024	2,635.00	.00	
Total 6226:					2,635.00	.00	
6160 WEST FORK CONSTRUCTION		1050016-001	BROADWAY AND MILLWARD BO	05/20/2024	7,575.60	.00	
Total 6160:					7,575.60	.00	
563 WESTBANK SANITATION		4520911T022	3585 CANADIAN DR	05/01/2024	122.06	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 563:					122.06	.00	
2802	WESTWOOD CURTIS	4518341T022	wWTP TRASH	05/01/2024	1,125.45	.00	
Total 2802:					1,125.45	.00	
472	WHITE GLOVE CLEANING, INC.	1758B	HOUSE CLEANING	03/31/2024	308.88	308.88	05/16/2024
472	WHITE GLOVE CLEANING, INC.	1812B	HOUSE CLEANING	04/30/2024	249.98	.00	
472	WHITE GLOVE CLEANING, INC.	1817B	HOUSE CLEANING	04/30/2024	359.37	.00	
472	WHITE GLOVE CLEANING, INC.	1873B	HOUSE CLEANING	04/30/2024	123.26	.00	
472	WHITE GLOVE CLEANING, INC.	1914B	HOUSE CLEANING	05/01/2024	260.87	.00	
Total 472:					1,302.36	308.88	
7262	WILLIAMS, BAILEY	052824	REIMBURSE FOR FUEL	05/28/2024	349.67	.00	
Total 7262:					349.67	.00	
7380	WILLIAMS, RILEY	052824	REIMBURSE FUEL	05/28/2024	398.34	.00	
Total 7380:					398.34	.00	
5489	WRENCH IT PLUMBING & HEATI	11696	HOME RANCH RESTROOMS	04/20/2024	206.25	.00	
Total 5489:					206.25	.00	
6704	WSP USA ENVIRONMENT & INF	40028939	PROFESSIONAL SERVICES	05/08/2024	5,123.25	.00	
Total 6704:					5,123.25	.00	
4198	WYOMING FIRST AID & SAFETY	80006748	first aid kit resupply	05/10/2024	617.93	.00	
Total 4198:					617.93	.00	
5788	WYOMING GARAGE DOOR, LLC	2744	SERVICE CALL	04/02/2024	1,644.00	.00	
Total 5788:					1,644.00	.00	
406	WYOMING LAW ENFORCEMEN	050624	OET FEE APRIL 2024	05/06/2024	115.00	.00	
Total 406:					115.00	.00	
7065	WYOMING LAW ENFORCEMEN	C-12319-B	PEACE OFFICER TRAINING	04/30/2024	669.25	.00	
7065	WYOMING LAW ENFORCEMEN	C-12319-B	PEACE OFFICER TRAINING	04/30/2024	1,033.20	.00	
7065	WYOMING LAW ENFORCEMEN	C-12319-B	PEACE OFFICER TRAINING	04/30/2024	55.00	.00	
Total 7065:					1,757.45	.00	
1764	WYOMING.COM INC	2209694	DOMAIN HOSTING	05/06/2024	5.00	.00	
Total 1764:					5.00	.00	
3767	XYLEM CCI	1079589	PH GLASS digital double junction	05/18/2024	434.87	.00	
Total 3767:					434.87	.00	
2842	YELLOW IRON EXCAVATION, LL	240430055240	940 SIMON	04/30/2024	52.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2842	YELLOW IRON EXCAVATION, LL	240501071922	6905 HWY 22	04/30/2024	50.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240501073342	55 KARNS TRASH	04/30/2024	180.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240501073343	ANIMAL SHELTER	04/30/2024	180.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240501073362	150 EAST PEARL	04/30/2024	180.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240501073428	675 W SNOW KING	04/30/2024	325.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240501073436	400 WEST SNOW KING	04/30/2024	720.00	.00	
2842	YELLOW IRON EXCAVATION, LL	240501073443	155 EAST PEARL	04/30/2024	175.00	.00	
Total 2842:					1,862.00	.00	
Grand Totals:					1,082,811.42	66,341.26	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY FINANCE REPORT FOR APRIL 2024**

During the month of April, the Court received \$33,554 in fines, costs, and fees.

44 cases were dismissed: 35 parking violations.

345 charges were filed: 288 parking violations, 57 summonses.

The abbreviations used below are: BF= Bond Forfeiture (includes \$10.00 court cost and fees), GP=Guilty Plea and Fine, NC= No Contest Plea and Fine, G=Found Guilty at Trial

NG=Found Not Guilty at Trial,

R=Restitution, CS=Community Service, DP=Deferred Prosecution, D=Dismissed, D-TS= Dismissed with Traffic School,

DA=Deferred Adjudication

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

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
186006231AC	45/30 MPH over limit Bond	BF	195
186006182AC	50/30 MPH over limit Bond	BF	230
186006052AC	Animals at Large	BF	100
186006053AC	Animals at Large	BF	100
18078P	Camping/Car Camping on Public Property	BF	350
186005927AC	Camping/Car Camping on Public Property	BF	350
03757L	Dog at Large	BF	100
186006076AC	Expired temporary permit/improper registration	BF	140
186006197AC	Failure to Display Taxi Fares	BF	100
186006198AC	Failure to Display Taxi Fares	BF	100
18227P	Failure to display valid license plate, tabs, permits	BF	50
186005932AC	Failure to display valid license plate, tabs, permits	BF	45
18228P	Failure to display valid license plate, tabs, permits	BF	90
186005522AC	Failure to display valid license plate, tabs, permits	BF	90
186006277AC	Failure to stop at a red light	BF	140
186005798AC	Failure to yield ROW	BF	90
186006039AC	Improper Display of Tabs-registration	BF	90
186003801AC	Limitations on Backing	BF	90
186006228AC	Limitations on Backing	BF	90
186006254AC	Marijuana: use and/or possession	BF	240
186005969AC	Obedience to traffic control devices	BF	150
186006202AC	Obedience to traffic control devices	BF	150
186006203AC	Obedience to traffic control devices	BF	150
186006229AC	Obedience to traffic control devices	BF	150
186005611AC	Public intoxication	BF	135
186005970AC	Public intoxication	BF	135
186005971AC	Public intoxication	BF	135
186006208AC	Public intoxication	BF	135
186006211AC	Public intoxication	BF	135
186006253AC	Public intoxication	BF	135
18624P	Public intoxication	BF	135
18167P	Public Urination	BF	120
18013P	Required to stop on flashing red signal	BF	90
186005703AC	Speeding 44/30	BF	130
186006255AC	Speeding 46/30	BF	140
186006210AC	Speeding 47/30	BF	145
18160P	Speeding 48/30	BF	150
186005631AC	Speeding faster than reasonable and prudent	BF	50
99347N	Speeding in a school zone 31/20	BF	285
18165P	Speeding urban - 40/25 mph zone	BF	135
186006263AC	Speeding urban - 48/30 mph zone	BF	216
186005797AC	Speeding urban - 49/30 mph zone	BF	223
18170P	Speeding urban - 50/30 mph zone	BF	230
18169P	Stop Sign Violation	BF	140
186005567AC	Stop Sign Violation	BF	140
01588M	Theft	BF	50
186006222AC	Use of cell phone while driving prohibited	BF	75
99346N	Valid license plate/temp permit required	BF	140
18686P	Defacing or destroying property	D- Per Town's Motion	0
186006051AC	Dog bite causing wound	D- Per Town's Motion	0
18685P	Public intoxication	D- Per Town's Motion	0
18209P	Compulsory Auto Insurance	D- Provided Valid Information	0
18212P	Compulsory Auto Insurance	D- Provided Valid Information	0
186006156AC	Compulsory Auto Insurance	D- Provided Valid Information	0
186006227AC	Compulsory Auto Insurance	D- Provided Valid Information	0
186006027AC	Obedience to traffic control devices	D- TS	0
186004903AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	DA - In accordance with WS 7-13-301	760
186005101AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	GP	810

STAFF REPORT



Meeting Date:	3 June 2024	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Police Department	Presenter:	Michelle Weber
Agenda Item:	Memorandum of Understanding between Mental Health & Recovery Services of Jackson Hole and The Title 25/BH Crisis Partners of Teton County	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council enters contracts on behalf of the Town of Jackson and the Mayor executes the agreements.

Requested Action.

Staff requests Council review of the Intergovernmental Agreement for Law Enforcement Services ("MOU").

Recommendations.

Staff recommends approving the Agreement as presented.

Background.

There has been an agreement in place between Mental Health & Recovery Services of Jackson Hole (previously Jackson Hole Community Counseling Center), St. John's Health, Teton County Attorney, Teton County Sheriff's Office and the Jackson Police Department for several years. The agreement outlines the roles and responsibilities for each of the entities with regard specifically to Involuntary Hospitalizations (Title 25). An agreement is a requisite for Mental Health & Recovery Services of Jackson Hole to obtain Federal funding.

Analysis & Key Policy Questions.

N/A

Possible Alternatives.

Council may choose to:

1. Approve the Agreement as presented
2. Direct staff to modify one or more terms of the Agreement
3. Make no motion, or vote against a motion to approve the Agreement

Comprehensive Plan & Priority Alignment.

This project enhances Quality of Life: Common Value 3, Chapter 8. Quality Community Service Provision, particularly as it relates to the Town's role in coordinating with independent service providers.

Fiscal Impact.

There is no fiscal impact.

Staff Impact.

Staff spent approximately 30 minutes reviewing the agreement and writing the staff report.

Attachments or Links.

Agreement Between Town of Jackson and the Mental Health & Recovery Services of Jackson Hole.

Suggested Motion.

I move to approve the Agreement between the Town and the Mental Health & Recovery Services of Jackson Hole , and authorize the Mayor to execute the Agreement, subject to minor changes by staff.

TITLE 25 COORDINATION AGREEMENT TETON COUNTY, WYOMING

1. **PARTIES:** The parties to this Memorandum of Understanding (MOU) are the designated Gatekeeper, Mental Health & Recovery Services JH (MHRS), whose address is: 640 East Broadway – PO Box 1868, Jackson WY 83001 and: Teton County Hospital District dba St. John’s Health (SJH), whose address is: 625 East Broadway – PO Box 428, Jackson WY 83001, Teton County Sheriff’s Office, whose address is: 180 South King Street – PO Box 4068, Jackson WY 83001, Teton County and Prosecuting Attorney’s Office, whose address is: 180 South King Street – PO Box 4068, Jackson WY 83001 and the Town of Jackson, whose address is: 150 E. Pearl, P.O. Box 1687, Jackson WY 83001.
2. **Purpose.** Pursuant to Wyoming Statute § 25-10-112(j) parties associated with providing services under Wyoming Statute §§ 25-10-101 et seq. (commonly referred to as Title 25) may enter into an agreement to coordinate the implementation of Title 25 within a certain county. This agreement serves to coordinate the implementation of Title 25 in Teton County, Wyoming.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by any party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to any party as a result of this MOU.
5. **Gatekeeper Designation.** Pursuant to Wyoming Statute § 25-10-112(g) the Teton County Board of Commissioners designated MHRS as the gatekeeper for Teton County. Preference is given to a behavioral health center as defined by Wyoming Statute § 35-1-613(a)(xiv). The duties of the gatekeeper are to be a single point of entry to provide guidance on issues of detention and involuntary treatment and to monitor and coordinate timely, efficient, and effective patient treatment prior to, during, and after any emergency detention or involuntary treatment. Behavioral Health

Centers are prohibited from charging fees for gatekeeping services and a designated gatekeeper cannot provide inpatient psychiatric treatment to patients held under Title 25 unless approved by the Department of Health.

6. MHRS Responsibilities

- a. MHRS will respond by phone within 1 hour of being called to SJH to evaluate patients and determine if emergency detention is appropriate under Wyoming Statutes for Involuntary Hospitalization.
- b. If a 3-81 has been initiated by law enforcement, MHRS will respond by phone and determine if immediate evaluation is necessary. If so, MHRS will begin the assessment within one hour of an initial phone call from SJH. If a patient is intoxicated, sedated, or otherwise unable to be interviewed, and there is already a 3-81 in place, MHRS will, at their discretion, attempt evaluation within 24 hours of initial detention, but as soon as reasonably able to assess. The evaluation shall happen within 24 hours in order to either ratify the 3-81 or not, as necessitated by the Wyoming Statute.
- c. MHRS will follow the following procedures at SJH:
 - i. Obtain information from law enforcement, the attending physician, and the patient's nurse
 - ii. Review the patient's chart (including old charts, if available)
 - iii. Interview family or friends (by phone or in person) for collateral information
 - iv. Interview patient
 - v. Consult with the on-call Clinical Supervisor or the MHRS Supervisor
 - vi. Talk to the attending physician about impressions and recommendations
 - vii. Contact the MHRS Supervisor if the patient is a minor
 - viii. Complete the 3-81 form (or ratify if law enforcement has already completed it within 24 hours), if needed complete documentation in the patient's electronic medical record (psycho-social evaluation, suicide assessment, risk assessments, consultation, etc....)

- ix. Communicate plan/status related to voluntary versus involuntary status and confirm with the attending physician, as well as any other treatment team members.
- x. If the patient is held involuntarily, notify the County Attorney's office and fax copies of the 3-81 form, and any other pertinent information justifying the involuntary hold.
- xi. If on a weekend or late evening, call the County Attorney's office on the morning of the next business day to confirm receipt of 3-81 and clinical documentation as well as any recommendations that may be presented.
- xii. Contact the Wyoming State Hospital regarding the patient and facilitate the faxing (these records are within the hospital electronic record and should be shared by hospital staff) all requested information to them (3-81, mental health assessment, patient history and physical, medication list, labs...)
- xiii. If the patient is involuntarily held and then determined to no longer meet the criteria, notify the County Attorney's office, the attending physician, and SHJ staff.
- xiv. Write a progress note after consulting the treatment team (attending physician, nurse, on-call supervisor, hospital social worker if applicable...) that includes the situation, updates, recommendations, and plan.
- xv. Discuss any treatment recommendations with the treatment team and document them in the patient's electronic health record. If possible, attend discharge planning meetings held at 10:00 Monday-Friday in the PCU conference room to assist with care coordination.
- xvi. If the patient is held involuntarily, re-assess the patient a minimum of every 24 hours. Check-in every 12 hours for difficult cases. Contact the treatment team with an update.
- xvii. Provide guidance to courts, healthcare providers, and other stakeholders in the process. Involve hospital case management staff if records need to be sent to other facilities.
- xviii. Attend and testify at any hearings 109/110, and email the examiner report to the County Attorney's office as soon as possible prior to any hearing.

- xix. Monitor and facilitate timely, efficient, and effective care prior to, during, and after an emergency detention or involuntary hospitalization. Continue to follow the patient until discharge or transfer as appropriate in any case that involves an emergency detention, regardless of disposition.
- xx. Coordinate discharge plan for the patient, including admission and transportation to other facilities if the patient is no longer being held involuntarily. MHRS is not responsible for transportation costs. MHRS staff may request assistance from hospital social workers but are ultimately responsible for discharge planning to an appropriate level of care.
- d. Hospital Social Workers are part of the treatment team and are available for consultation regarding discharge planning. All care coordination remains the responsibility of MHRS; including necessary paperwork, arranging transportation and placement, and ongoing communication with patients and their families.
- e. Any documentation by MHRS must be completed within 24 hours of admission.
- f. Reports to the Wyoming Department of Health and Teton County for data under Title 25 and Gatekeeping will be completed and kept by MHRS.
- g. Quarterly reports may be sent to all parties if requested.

7. Responsibilities of St. John's Health

- a. SJH staff will provide computer access, fax, office supplies, and meeting space for MHRS staff
- b. SJH staff will actively participate in treatment recommendations
- c. SJH will provide all medical treatment for mental health patients
- d. SJH staff will provide orientation to MHRS staff regarding hospital policies, procedures, protocol, and use of electronic records
- e. SJH will provide room for court hearings
- f. SJH will complete financial affidavits for patients for hospital reimbursement and will bill Teton County or the state as appropriate.
- g. SJH will notify and coordinate any policy, procedure or system changes and allow for training or transition time for MHRS staff

8. Responsibilities of Teton County Sheriff

- a. Contact MHRS Gatekeeper when an emergency detention is initiated and brought to St. John's Emergency Department
- b. Communicate all important information regarding the circumstances and criteria for emergency detention to the examiner along with any contact information for support or collateral information.
- c. Fax the Teton County Attorney with the 3-81 form and provide the original for the SJH client chart.

9. Responsibilities of the Town of Jackson

- a. The Jackson Police Department will contact the MHRS Gatekeeper when emergency detention is initiated and brought to St. John's Emergency Department
- b. The Jackson Police Department will communicate all important information regarding the circumstances and criteria for an emergency detention to the examiner along with any contact information for support or collateral information.
- c. The Jackson Police Department will fax the Teton County Attorney with 3-81 form and provide the original for the SJH client chart.

10. Mutual Responsibilities of Parties

- a. AGREE TO CONDUCT QUARTERLY MEETINGS FOR THE PURPOSE OF REVIEWING TITLE 25 PROGRESS - The Behavioral Health Services Committee would be a possible venue for reviewing cases or processes in a confidential environment.

11. General Provisions

- a. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU that are mutually agreed upon by all parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

The effective date of this MOU is the date of the signature last affixed to this page.

Mental Health & Recovery Services of Jackson Hole

Deidre A. Ashley, MSW, LCSW
Executive Director

Date

St. John's Health

Jeff Solis,
Chief Executive Officer

Date

Teton County and Prosecuting Attorney

Erin E. Weisman
Teton County Attorney

Date

Teton County Sheriff

Matt Carr
Teton County Sheriff

Date

Town of Jackson

Hailey Morton Levinson
Mayor, Town of Jackson

Date

Attest:

Town Clerk, Riley Taylor

STAFF REPORT



Meeting Date:	June 3, 2024	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works – Engineering	Presenter:	Brian Lenz
Agenda Item:	Encroachment Agreement – Canopy; 45 E Pearl (E24-0040)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to enter into a Canopy Encroachment Agreement with CCC's Ranch Inn, LLC for the proposed multi-use building at 45 E Pearl Avenue.

Requested Action.

The requested action for this item is for Council to review a canopy encroachment and approve an Encroachment Agreement for the canopy.

Recommendations.

Staff recommends approving the Encroachment Agreement for the Canopy with CCC's Ranch Inn, LLC.

Background.

The application pertains to a new proposed multi-use building at 45 E Pearl Avenue. The existing buildings on the site include the Ranch Inn, the Ranch Square Building and the Under the Willow Building. These buildings are scheduled to be demolished in June 2024. The proposed multi-use building will have commercial space at the street level and eighteen (18) two-, three-, and four-bedroom condominiums on the second and third floors. Canopies will be placed above the entrances to the commercial spaces at the street level and encroach about 2'-2" into the public right-of-way on the S Cache Street side of the building.

Analysis & Key Policy Questions.

The canopies were reviewed as part of the building permit submittals and comply with the Land Development Regulations and design plans developed for Sketch Plan and Development Plan approval.

- Does Council agree with staff's recommendation?

Possible Alternatives.

Possible alternatives to this item are:

- Not approve the agreement as presented.
- Approve the agreement as modified by Council.
- Other

Comprehensive Plan & Priority Alignment.

- Common Value 2: Growth Management
 - Responsible Growth Management
 - Town as the Heart of the Region – The Central Complete Neighborhood
- Common Value 3: Quality of Life
 - Quality Community Service Provision

Fiscal Impact.

The cost of this application is \$640.

Staff Impact.

Staff impact for this item includes 8-10 hours for Engineering review and processing, 2-4 hours for Legal to review encroachment agreement language and revise as needed for both parties to enter into an agreement, and 1-2 hours of administration time to process the staff report.

Attachments or Links.

1. Encroachment Agreement for Canopy.

Suggested Motion.

I move to approve the Encroachment Agreement for the canopy in South Cache Street with CCC's Ranch Inn, LLC and authorize the mayor to execute the Agreement, subject to final approval by the Town Engineer and Town Attorney.

TOWN OF JACKSON ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, (the "Effective Date"). by and between CCC's Ranch Inn, LLC, with an address of PO Box 844, Jackson, Wyoming 83001 hereinafter referred to as ("Encroaching Party") and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687 Jackson, WY 83001 hereinafter referred to as ("Town"), together ("Parties"). This Agreement shall be effective upon its recordation in the Office of the Teton County, Wyoming Clerk.

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows:

Street Address: 50 South Cache Street; 45 East Pearl Avenue; 75 East Pearl Avenue
Location: N ½ Lot 14-16, BLK 1 Cache-1; Lot 12-13, S ½ Lots 14-16, BLK 1, Cache-1; Lot 10-11, BLK 1 Cache-1
PIDN: 22-41-16-34-2-05-006; 22-41-16-34-2-05-007; 22-41-16-2-05-008

WHEREAS, the Town is the owner of those certain public rights-of-way known as South Cache Street Plat No. 00102, which public rights-of-way adjoins Encroaching Party's property; and

WHEREAS, the Encroaching Party shall encroach in a portion of the above-noted South Cache Street as set forth in Exhibit A, attached hereto and made a part hereof, for:

First-story entry canopies along S Cache Street as shown in Building Permit B22-0738 plans, (hereinafter "Encroaching Property").

WHEREAS, on June 3, 2024 the Jackson Town Council voted to approve and authorize the mayor to sign the Encroachment Agreement between the Town of Jackson and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Attorney and the following conditions:

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public rights-of-way by adverse possession or otherwise due to the encroachment.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the Town do mutually covenant and agree as follows:

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS:

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

2. AGREEMENT TO ALLOW ENCROACHMENT:

The Town agrees that Encroaching Party shall have the right to have the Encroaching Property extend beyond the boundary line of the Property and to encroach within the Town right-of-way (or easement) to the extent set forth herein. Notwithstanding the foregoing, no provision in this Agreement shall limit or prohibit the Town from pursuing its right of eminent domain with regard to the Encroaching Property and no provision of this Agreement shall limit or prohibit Encroaching Party from defending its property therefrom.

3. ENCROACHING PARTY OBLIGATIONS:

Encroaching Party must:

- A. Maintain the Encroaching Property in a safe and structurally sound manner. All repairs and reconstruction work must be completed such that thereafter the Encroaching Property meets the standards of the Building Code of the Town of Jackson adopted at the time of repair and reconstruction.
- B. Maintain the Encroaching Property such that it does not allow water, whether in the form of snow, rain, or otherwise, to leak onto the sidewalk.
- C. When removing snow from the Encroaching Property to the Town right-of-way, remove the snow from the Town right-of-way at the same time of removal from the Encroaching Property. Encroaching Party is responsible for obtaining any required permits for the snow removal.

4. RIGHT-OF-WAY ACCESS:

Encroaching Party shall have the right from time to time to go upon the adjoining Town right-of-way for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns. Under no circumstances shall the Encroaching Party be allowed to increase the encroachment, absent written approval (including applicable regulatory approval) of the Town.

5. RELEASE OF CLAIMS:

Encroaching Party, and its successors or assigns hereby releases and holds harmless the Town from any and all damage, claim, cause, or right of action which may arise from normal use by the public, Town use, maintenance, construction, repair or replacement activities by the Town associated with the Town rights-of-way (or easement) in its present configuration and alignment and any of the present utilities within the Town rights-of-way and which may arise due to the proximity of the Encroaching Property to the work activity being conducted by the Town.

6. INDEMNIFICATION:

Encroaching Party, and its successors in interest and assigns, hereby agrees to indemnify and hold harmless the Town of Jackson from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which the Town may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arise out of the willful or negligent acts or omissions of the Town or its contractors. The Town will give the Encroaching Party prompt notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the Town, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under the Wyoming law.

7. BINDING COVENANT:

The provisions of this Agreement shall operate as a covenant running with all parcels of land above described and shall bind both Parties hereto and their respective successors and assigns in ownership.

8. TERM OF AGREEMENT:

This instrument and all the undertakings, promises and covenants contained herein shall remain in full force and effect until such time as the Encroaching Property is removed, demolished or destroyed, whether intentionally or by casualty loss, such as fire, earthquake, or other unforeseen occurrence, in which event all of the rights of the Encroaching Party hereunder to the encroachment shall cease. Provided, however, if, within a reasonable time (not to exceed two (2) years) after such event, the Encroaching Party at their sole cost initiates repairs, replacements, or reconstruction of the structure in the same outside dimensions and configurations as the original Encroaching Property. Upon the development of compelling municipal interests with which the Encroaching Property may interfere, Encroaching Party, its successors and assigns shall fully cooperate with the Town under then existing circumstances to accommodate and/or mitigate such interference by the Encroachment.

9. NO THIRD-PARTY BENEFICIARY:

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

10. HEADINGS:

Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

11. MODIFICATION IN WRITING:

No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

12. BINDING EFFECT AND SEVERABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon agreement by all parties or their heirs, legal representatives, successors, and permitted assigns. 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 provision of this Agreement in all other respects shall remain valid and enforceable.

13. RECORDING:

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

14. GOVERNING LAW AND FORUM:

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

15. GOVERNMENTAL IMMUNITY:

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

16. WAIVER:

A waiver by either party regarding the breach of any of the provisions of this Agreement shall not bar the right of the parties to enforce the terms of this Agreement.

17. ENTIRE AGREEMENT:

The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

18. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The

signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal E-SIGN 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.

***REST OF PAGE BLANK
SIGNATURES ON FOLLOWING PAGES***

ENCROACHING PARTY

By: _____

Print Name: _____

Its: _____

[illegible]

The foregoing instrument was acknowledged before me by _____, as its property owner this _____ day of _____, 2024.

Witness my hand and official seal.

My commission Expires:

Notary Public

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

By: _____
Hailey Morton Levinson, Mayor

ATTEST: Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

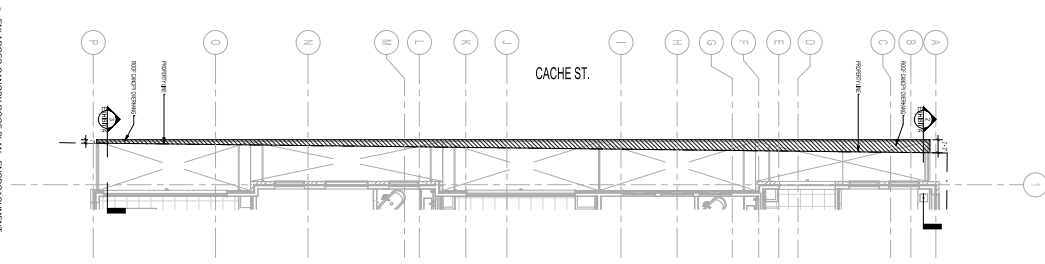
The foregoing instrument was acknowledged before me by Hailey Morton Levinson and Riley Taylor who are each personally known to me or has each established their identity and authority to me by reasonable proof, this _____ day of _____, 2024.

Witness my hand and official seal.

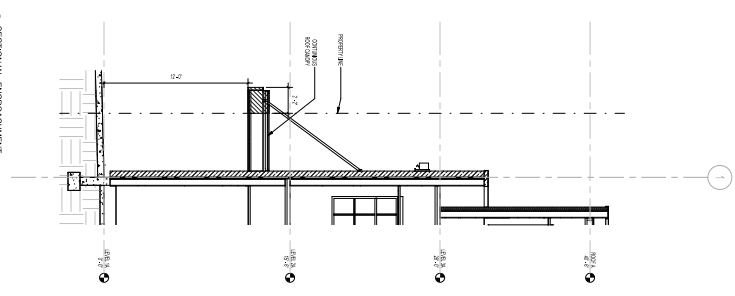
My commission Expires:

Notary Public

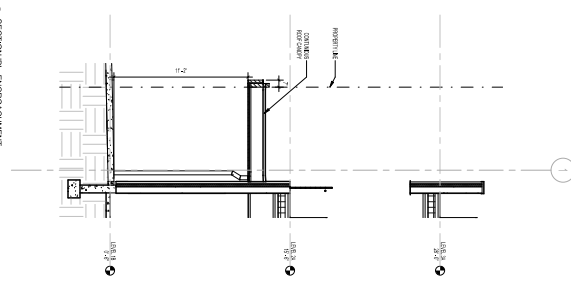
① ENLARGED CANOPY ROOF PLAN - ENCROACHMENT



② SECTION A - ENCROACHMENT



③ SECTION B - ENCROACHMENT



STAFF REPORT



Meeting Date:	June 3, 2024	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works – Engineering	Presenter:	Brian Lenz
Agenda Item:	Encroachment Agreement-Shoring; 45 E Pearl (E24-0041)	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to review and approve an Encroachment Agreement for shoring with CCC's Ranch Inn, LLC for the proposed multi-use building at 45 E Pearl Avenue.

Requested Action.

The requested action for this item is for Council to review a shoring encroachment and approve an Encroachment Agreement for the shoring.

Recommendations.

Staff recommend approving the Encroachment Agreement.

Background.

The application pertains to a new proposed multi-use building at 45 E Pearl Avenue. The existing buildings on the site include the Ranch Inn, the Ranch Square Building and the Under the Willow Building. These buildings are scheduled to be demolished in June 2024 with excavation and shoring scheduled for August/September 2024. The proposed multi-use building will utilize some of the existing basements to minimize earth work and shoring. Shoring that will be required extends on property approximately 201-ft on E Pearl Avenue and on South Cache Street approximately 108-ft. Only the soil nails will encroach into the public rights-of-way.

Analysis & Key Policy Questions.

Analysis for this item reviewed engineered stamped design plans submitted for approval. Engineering followed ToI shoring nails checklist for compliance.

CONDITIONS OF APPROVAL

1. Encroachment for Shoring requires Town Council Approval.
2. The Encroaching Party shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
3. Encroaching Party is responsible for all Teton County Clerk recording fees.
4. Temporary Soil Nails shall be removable by an excavator or easily cut with a chop saw, and not integral to the long-term stability of the building on Encroaching Party's property. A Removal Fee of \$65 per Soil Nail located within 10 feet of the surface at their anchor point on the shotcrete wall is required and shall be paid by the Encroaching Party.
5. Encroaching Party shall video inspect the adjacent sanitary and storm sewer lines pre- and post- shoring construction.
6. Permittee shall "pothole" the existing utilities in the vicinity of the shoring to verify their location and elevation prior to commencing shoring installation. Work requires a PROW permit.
7. Applicant must post a financial assurance that complies with Town of Jackson Land Development Regulation 8.2.11 for the installation of the Encroaching Property, the foundation and backfill of the building on Encroaching Party's property, and the installation and maintenance of safety fencing around the project.
8. Prior to the Town Engineer's Final Inspection, the Encroaching Party must provide the Town Engineer record drawings of the shoring to document the Encroaching Property's "as-built" location.
9. The Encroaching Property may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the rights-of-way or any public utilities located therein following completion of construction of the building foundation and backfill on Encroaching Party's property.

10. Prior to beginning any shoring work, the Encroaching Party, and its general contractor and shoring sub-contractor, must each provide insurance policies and amounts approved by the Town. If requested, the Town shall be listed as an additional insured on the policies.

Possible Alternatives.

Possible alternatives to this item are:

- Not enter into an agreement as presented.
- Enter into an agreement adding Conditions to the agreement.
- Other

Comprehensive Plan & Priority Alignment.

- Common Value 2: Growth Management
 - Responsible Growth Management
 - Town as the Heart of the Region – The Central Complete Neighborhood
- Common Value 3: Quality of Life
 - Quality Community Service Provision

Fiscal Impact.

The cost of this application is \$640. The Removal Payment for soil nails installed within 10 feet of the surface is \$5,720.

Staff Impact.

Staff impact for this item includes 8-10 hours for Engineering review and processing, 2-4 hours for Legal to review encroachment agreement language and revise as needed for both parties to enter into an agreement, and 1-2 hours of administration time to process the staff report.

Attachments or Links.

1. Encroachment Agreement for Shoring.

Suggested Motion.

I move to approve the Encroachment Agreement for the shoring with CCC's Ranch Inn, LLC and authorize the mayor to execute the Agreement, subject to final approval by the Town Engineer and Town Attorney.

TOWN OF JACKSON ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, (the "Effective Date"). by and between CCC's Ranch Inn, LLC, with an address of PO Box 844, Jackson, Wyoming 83001, hereinafter referred to as ("Encroaching Party") and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, with an address of P.O. Box 1687 Jackson, WY 83001 hereinafter referred to as ("Town"), together ("Parties"). This Agreement shall be effective upon its recordation in the Office of the Teton County, Wyoming Clerk

WHEREAS, Encroaching Party is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows:

Street Address: 50 South Cache Street; 45 East Pearl Avenue; 75 East Pearl Avenue
Location: N ½ Lot 14-16, BLK 1 Cache-1; Lot 12-13, S ½ Lots 14-16, BLK 1, Cache-1; Lot 10-11, BLK 1 Cache-1
PIDN: 22-41-16-34-2-05-006; 22-41-16-34-2-05-007; 22-41-16-2-05-008

WHEREAS, the Town is the owner of that certain public rights-of-way known as South Cache Street and East Pearl Avenue, Plat No. 00102, which public rights-of-way abut Encroaching Party's property; and

WHEREAS, the Encroaching Party shall use a portion of the subsurface areas approximately two feet or more below the surface, as shown on the attached plans, that do not interfere with existing utilities of the above-noted public rights-of-way as set forth in Exhibit A ("Encroaching Property") hereto for:

Subsurface placement of approximately eighty-eight (88) "soil nails" (defined as hollow steel bars encapsulated in grout), designed to be abandoned in place, which will encroach into the subsurface of the rights-of-way for horizontal distances of approximately 9-ft to 17-ft, all as more specifically shown on the attached plans and associated with the shoring of walls during construction of a building on Encroaching Party's property; and

WHEREAS, on June 3, 2024 the Jackson Town Council voted to approve and authorize the mayor to sign the Encroachment Agreement between the Town of Jackson and the Encroaching Party for the Encroaching Property subject to final review and approval by the Town Attorney and the following conditions:

1. Encroachment for Shoring requires Town Council Approval.
2. The Encroaching Party shall provide all the required exhibits for the Encroachment Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer.
3. Encroaching Party is responsible for all Teton County Clerk recording fees.
4. Temporary Soil Nails shall be removable by an excavator or easily cut with a chop saw, and not integral to the long-term stability of the building on Encroaching Party's property. A Removal Fee of \$65 per Soil Nail located within 10 feet of the surface at their anchor point on the shotcrete wall is required and shall be paid by the Encroaching Party.
5. Encroaching Party shall video inspect the adjacent sanitary and storm sewer lines pre- and post- shoring construction.
6. Permittee shall "pothole" the existing utilities in the vicinity of the shoring to verify their location and elevation prior to commencing shoring installation. Work requires a PROW permit.
7. Applicant must post a financial assurance that complies with Town of Jackson Land Development Regulation 8.2.11 for the installation of the Encroaching Property, the foundation and backfill of the building on Encroaching Party's property, and the installation and maintenance of safety fencing around the project.
8. Prior to the Town Engineer's Final Inspection, the Encroaching Party must provide the Town Engineer record drawings of the shoring to document the Encroaching Property's "as-built" location.
9. The Encroaching Property may be disturbed, destroyed or removed in connection with any construction, installation, excavation, maintenance or replacement of the rights-of-way or any public utilities located therein following completion of construction of the building foundation and backfill on Encroaching Party's property.

10. Prior to beginning any shoring work, the Encroaching Party, and its general contractor and shoring sub-contractor, must each provide insurance policies and amounts approved by the Town. If requested, the Town shall be listed as an additional insured on the policies.

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public rights-of-way by adverse possession or otherwise due to the encroachment.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Encroaching Party and the Town do mutually covenant and agree as follows:

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS:

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

2. AGREEMENT TO ALLOW ENCROACHMENT:

The Town agrees that Encroaching Party shall have the right to have the Encroaching Property extend beyond the boundary line of their Property and to encroach within the Town rights-of-way to the extent set forth herein. Notwithstanding the foregoing, no provision in this Agreement shall limit or prohibit the Town from pursuing its right of eminent domain with regard to the Encroaching Property and no provision of this Agreement shall limit or prohibit Encroaching Party from defending its property therefrom.

In consideration of Encroaching Party's payment to the Town of the sum of Five Thousand and Seven Hundred and Twenty Dollars (\$5,720.00) (the "Removal Payment"), which amount shall be nonrefundable and shall be available for use by the Town for any purpose, the Town agrees that Encroaching Party shall have the right to have the Encroaching Property extend beyond the boundary line of the Encroaching Party's property and to encroach and rest within the subsurface of the Town rights-of-way; provided, however, that i) no permanent soil nails will be placed below the surface of the rights-of-way, ii) those nails within 10 feet of the surface shall be covered by the Removal Payment, iii) the soil nails may be disturbed, destroyed, or removed in connection with any construction, installation, excavation, maintenance, or replacement of the right-of-way or any public utilities located therein following completion of construction of the building on Encroaching Party's property, and iv) any additional costs incurred by the Town as a result of the presence of the soil nails or any steel bars installed by or on behalf of Encroaching Party will be borne by the Town. Completion of construction of said building shall be deemed to have occurred upon issuance of certificates of occupancy for the building or for any of the individual units within the building.

The Encroaching Party shall submit to the Town Engineer record drawings of the shoring to document the shoring's "as-built" location.

3. ENCROACHING PARTY OBLIGATIONS:

Encroaching Party must:

- A. Maintain the Encroaching Property in a safe and structurally sound manner. All repairs and reconstruction work must be completed such that thereafter the Encroaching Property meets the standards of the Building Code of the Town of Jackson adopted at the time of repair and reconstruction.

4. RIGHT TO MAINTAIN:

Encroaching Party shall have the right from time to time to go upon the adjoining Town rights-of-way for the purpose of maintaining the Encroaching Property, provided that any damage occurring to the property of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns. Under no circumstances shall the Encroaching Party be allowed to increase the encroachment, absent prior written consent, both regulatorily and proprietarily, of the Town.

5. RELEASE OF CLAIMS:

Encroaching Party hereby releases and holds harmless the Town of Jackson from any and all damage, claim, cause, or right of action which may arise from normal Town use, maintenance, construction, repair or replacement activities by the Town associated with the Town rights-of-way in its present configuration and alignment and any of the present utilities within the Town right-of-way and which may arise due to the proximity of the Encroaching Property to the work activity being conducted by the Town. In elaboration of the foregoing, Encroaching Party hereby expressly authorizes the Town, acting through its contractors and agents, to disturb, damage or remove the Encroaching Property in connection with the above-described work activity at any time following completion of the building being constructed on Encroaching Party's property. Encroaching Party hereby releases and holds harmless the Town of Jackson from any and all damage, claim, cause, or right of action which may arise from disturbance, damage or removal of the Encroaching Property by Town or its agents, including, without limitation, any of the foregoing that may result in instability of the building being constructed on Encroaching Party's property or any of the appurtenances thereto, except to the extent the same is caused by the malicious or negligent acts or omissions of the Town or its contractors.

6. INDEMNIFICATION:

Encroaching Party, and its successors in interest and assigns, hereby agrees to indemnify and hold harmless the Town of Jackson from any and all losses, damages, claims, causes of action, or rights of action, including reasonable attorney's fees, which the Town may incur as a result of or in any way related to the construction, use, and/or maintenance of the Encroaching Property, except to the extent the same arise out of the willful or negligent acts or omissions of the Town or its contractors. The Town will give the Encroaching Party prompt notice of any claims against it arising from or related to such Encroaching Property and the Encroaching Party will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the Town, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under the Wyoming law.

7. BINDING COVENANT:

The provisions of this Agreement shall operate as a covenant running with all parcels of land above described and shall bind both Parties hereto and their respective successors and assigns in ownership.

8. TERM OF AGREEMENT:

This instrument and all the undertakings, promises and covenants contained herein shall remain in force and effect until such time as the Encroaching Property is removed partially or in its entirety. Removal of Encroaching Property, or any portions thereof, shall be based on legitimate municipal interests, including but not limited to the Town's need to use additional rights-of-way. Following completion of the building being constructed on Encroaching Party's property as defined in Section 2, no notice of removal is required. Upon extension, removal, or destruction of the Encroaching Property partially or in its entirety, all rights of Encroaching Party, its successors, and assigns, hereunder to the encroachment, shall cease.

9. NO THIRD-PARTY BENEFICIARY:

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

10. HEADINGS:

Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, or shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

11. MODIFICATION IN WRITING:

No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by both parties.

12. BINDING EFFECT AND SEVERABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon agreement by all parties or their heirs, legal representatives, successors, and permitted assigns. 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 provision of this Agreement in all other respects shall remain valid and enforceable.

13. RECORDING:

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

14. GOVERNING LAW AND FORUM:

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

15. GOVERNMENTAL IMMUNITY:

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

16. WAIVER:

A waiver by either party regarding the breach of any of the provisions of this Agreement shall not bar the right of the parties to enforce the terms of this Agreement.

17. ENTIRE AGREEMENT:

The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

18. COUNTERPARTS; ELECTRONIC SIGNATURES

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

[signatures follow on next page]

ENCROACHING PARTY

By: _____

Print Name: _____

Its: _____

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as its
property owner this _____ day of _____, 2024.

Witness my hand and official seal.

My commission Expires:

Notary Public

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

By: _____
Hailey Morton Levinson, Mayor

ATTEST: _____
Riley Taylor, Town Clerk

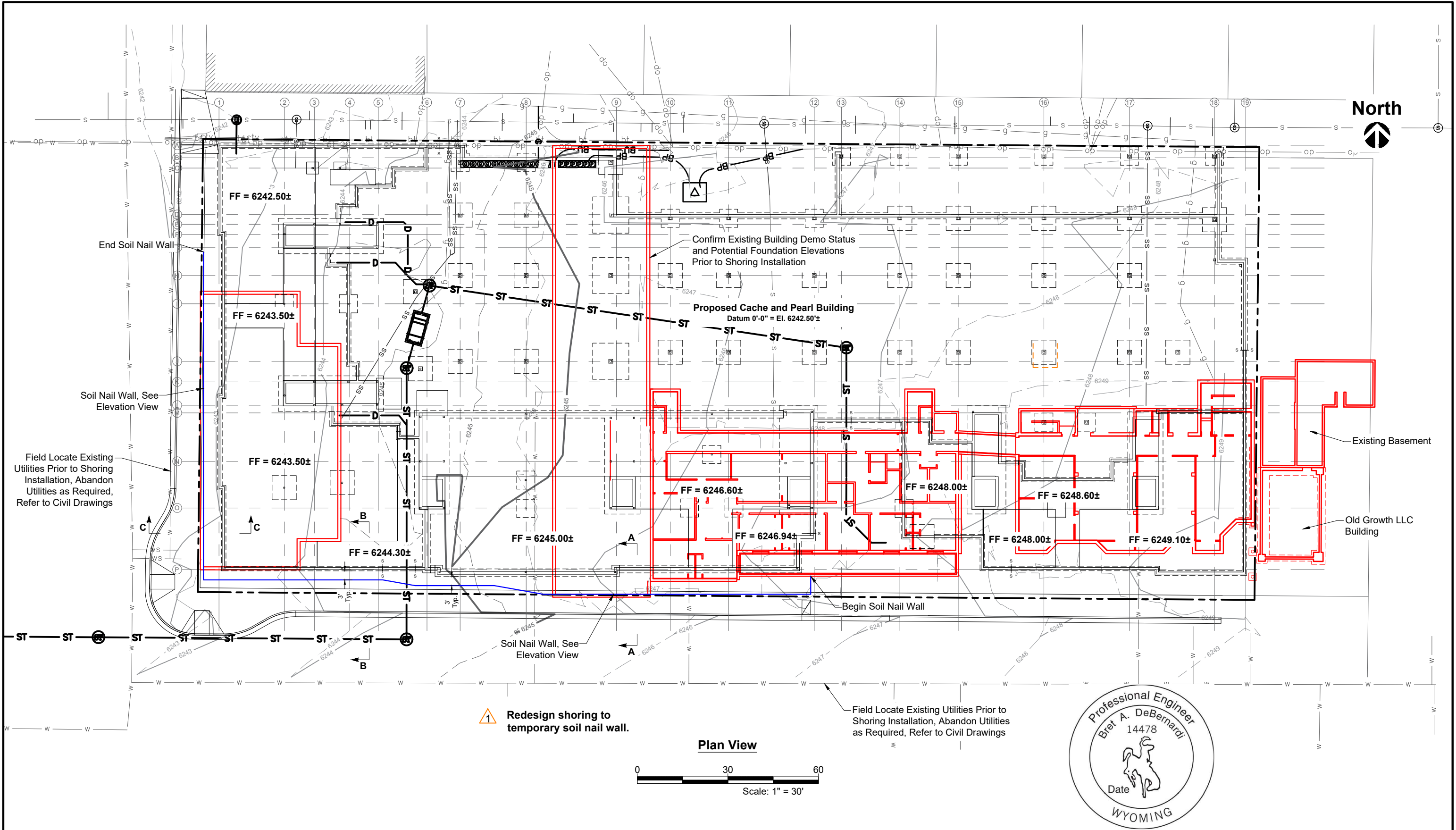
STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson and Riley Taylor 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.

My commission Expires:

Notary Public



REFERENCE:
Northworks, Nelson Engineering, Cache and Pearl Issue for Permit, West Grading Plan C4.0 and East Grading Plan C4.1, Project Code/No.: 21-76-03, Dated 07/15/22

Northworks, DCI Engineers, Cache and Pearl Issue for Permit, Foundation Plan - Overall S1.00, Foundation Plan - West S1.00A, and Foundation Plan - East S1.00B, Project Code/No.: 2120, Dated 07/29/22

DATE	DESCRIPTION
09.22.22	Submitted for Review
11.16.22	Submitted for Preliminary Review
02.15.23	Rev. #1 Revision to Change Shoring Design to Soil Nail Wall

DESIGNED FOR:

G2B Company Inc.
PO Box 3402, Nampa, Idaho

DESIGNED BY:

**GORDON
GEOTECHNICAL
ENGINEERING, INC.**
4426 South Century Drive, Ste 100, Salt Lake City, UT 84123
801-327-9600

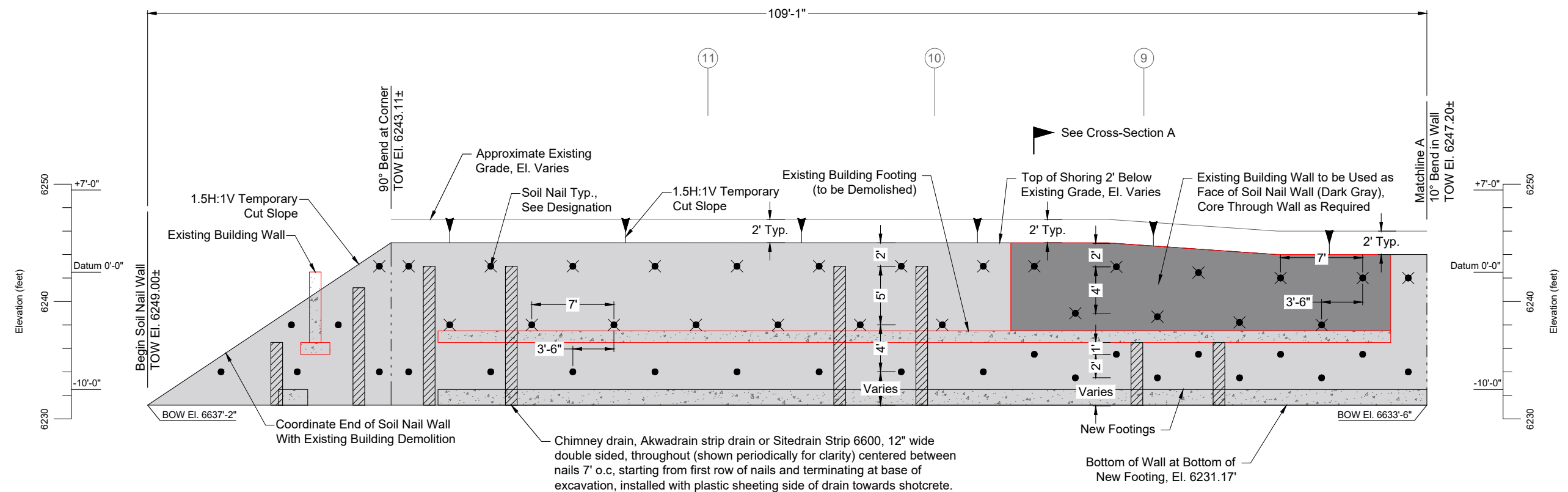
Cache and Pearl
50 S. Cache St. and 45 & 75 E. Pearl Ave.
Jackson Hole, Wyoming

Temporary Shoring
Plan View

DESIGN BY: BD DRAWN BY: TT CHECKED BY: BD APPROVED BY: BD

G² PROJECT NO.:
223-029-22

SHEET NO.:
1 of 8



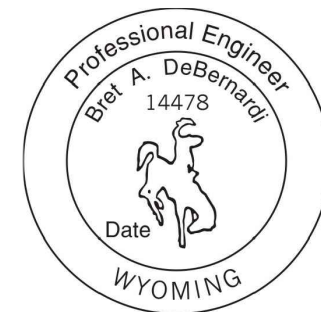
Elevation View 1

Approximately 3,411 Total Square
Face Feet of Soil Nail Wall Installed



Soil Nail Key	
●	Soil Nail, 13' Long, Typ.
⊗	Soil Nail, 18' Long, Typ.

- 1) All Soil Nails to be R32N or Larger.



DATE	DESCRIPTION
09.22.22	Submitted for Review
11.16.22	Submitted for Preliminary Review
02.15.23	⚠ Rev. #1 Revision to Change Shoring Design to Soil Nail Wall

DESIGNED FOR:

G2B Company Inc.
PO Box 3402, Nampa, Idaho

DESIGNED BY:



Cache and Pearl
50 S. Cache St. and 45 & 75 E. Pearl Ave.
Jackson Hole, Wyoming

DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

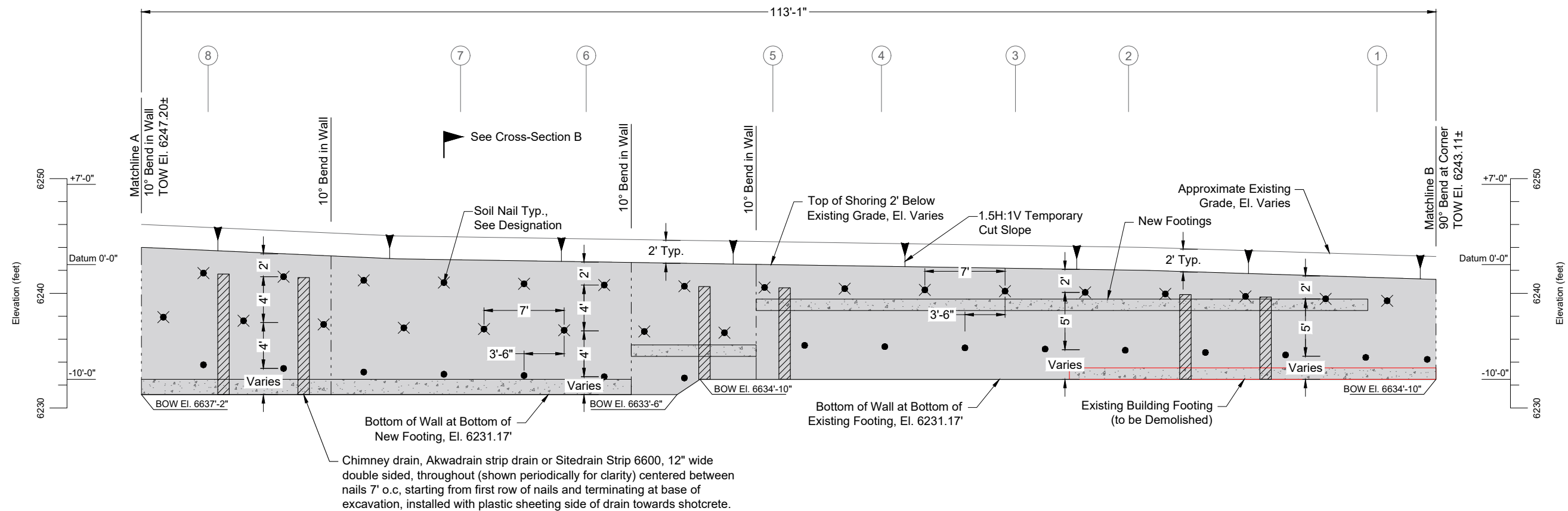
Temporary Shoring
Elevation View 1

S² PROJECT NO.:

23-029-22

T NO.:

of 8 |



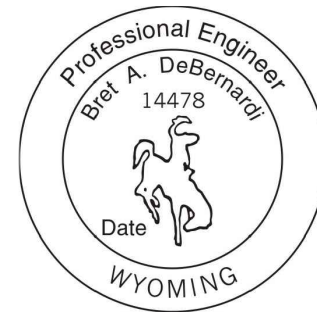
Approximately 3,411 Total Square
Face Feet of Soil Nail Wall Installed

**Elevation View 1
(Continued)**



Soil Nail Key	
●	Soil Nail, 13' Long, Typ.
✱	Soil Nail, 18' Long, Typ.

- 1) All Soil Nails to be
R32N or Larger.



REFERENCE:

DATE	DESCRIPTION
09.22.22	Submitted for Review
11.16.22	Submitted for Preliminary Review
02.15.23	Rev. #1 Revision to Change Shoring Design to Soil Nail Wall

DESIGNED FOR:

G2B Company Inc.
PO Box 3402, Nampa, Idaho

DESIGNED BY:

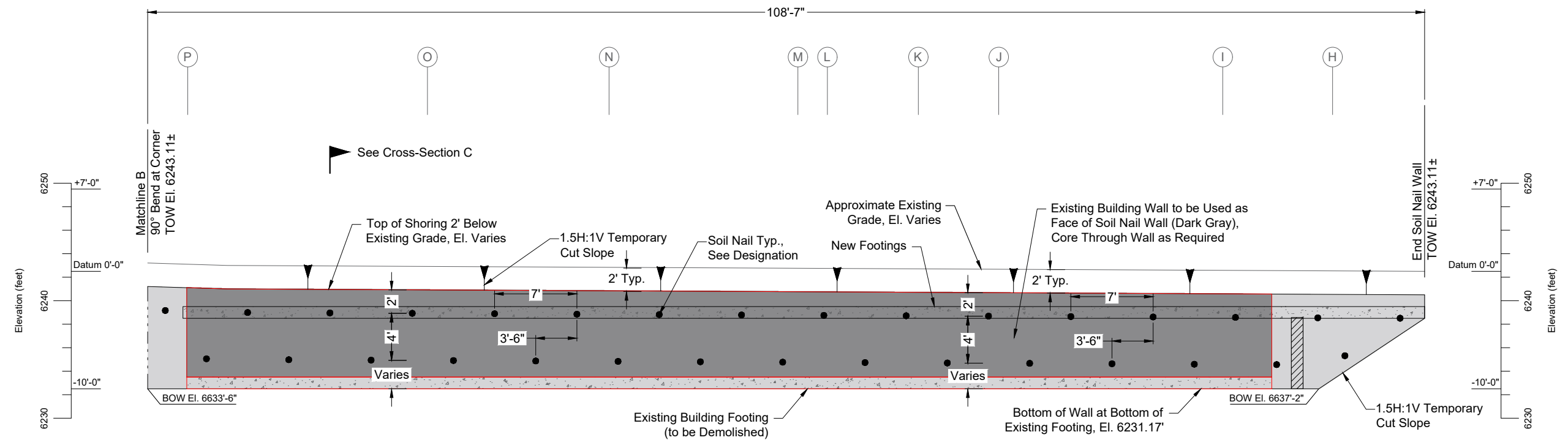


Cache and Pearl
50 S. Cache St. and 45 & 75 E. Pearl Ave.
Jackson Hole, Wyoming

DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

Temporary Shoring
**Elevation View 1
(Continued)**

G² PROJECT NO.:
223-029-22
SHEET NO.:
3 of 8



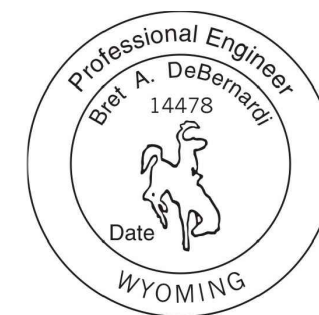
Elevation View 1
(Continued)

Approximately 3,411 Total Square
Face Feet of Soil Nail Wall Installed



Soil Nail Key	
●	Soil Nail, 13' Long, Typ.
⊗	Soil Nail, 18' Long, Typ.

- 1) All Soil Nails to be R32N or Larger.



DATE	DESCRIPTION
09.22.22	Submitted for Review
11.16.22	Submitted for Preliminary Review
02.15.23	 Rev. #1 Revision to Change Shoring Design to Soil Nail Wall

DESIGNED FOR:

G2B Company Inc.
PO Box 3402, Nampa, Idaho

DESIGNED BY:



Cache and Pearl
50 S. Cache St. and 45 & 75 E. Pearl Ave.
Jackson Hole, Wyoming

DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

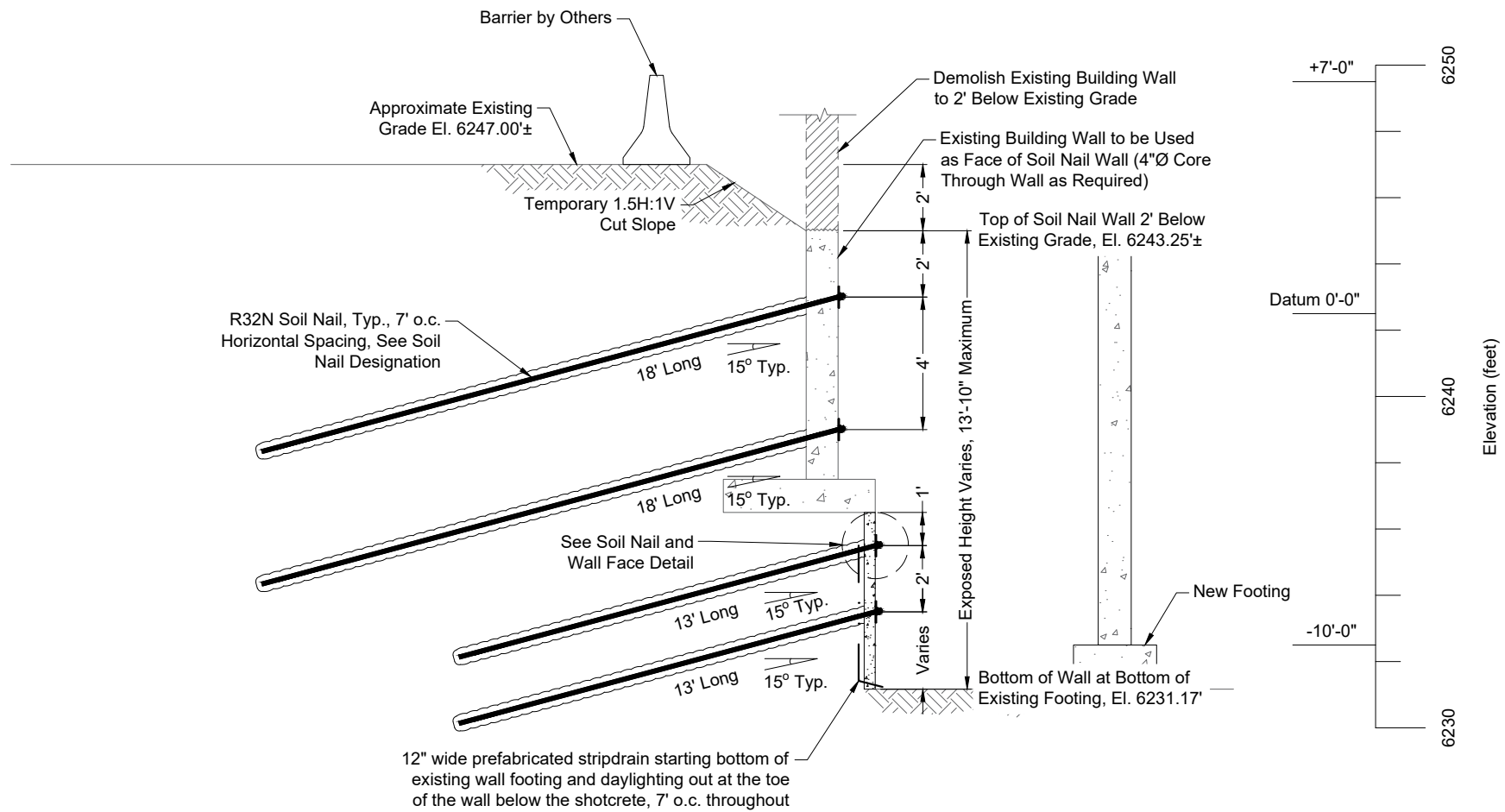
Temporary Shoring
Elevation View 1
(Continued)

S² PROJECT NO.:

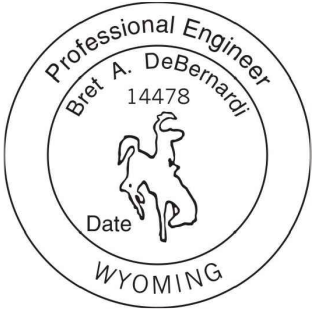
223-029-22

SHEET NO.:

4 of 8



Cross-Section A



REFERENCE:

DATE	DESCRIPTION
09.22.22	Submitted for Review
11.16.22	Submitted for Preliminary Review
02.15.23	Rev. #1 Revision to Change Shoring Design to Soil Nail Wall

DESIGNED FOR:

G2B Company Inc.
PO Box 3402, Nampa, Idaho

DESIGNED BY:



Cache and Pearl
50 S. Cache St. and 45 & 75 E. Pearl Ave.
Jackson Hole, Wyoming

DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

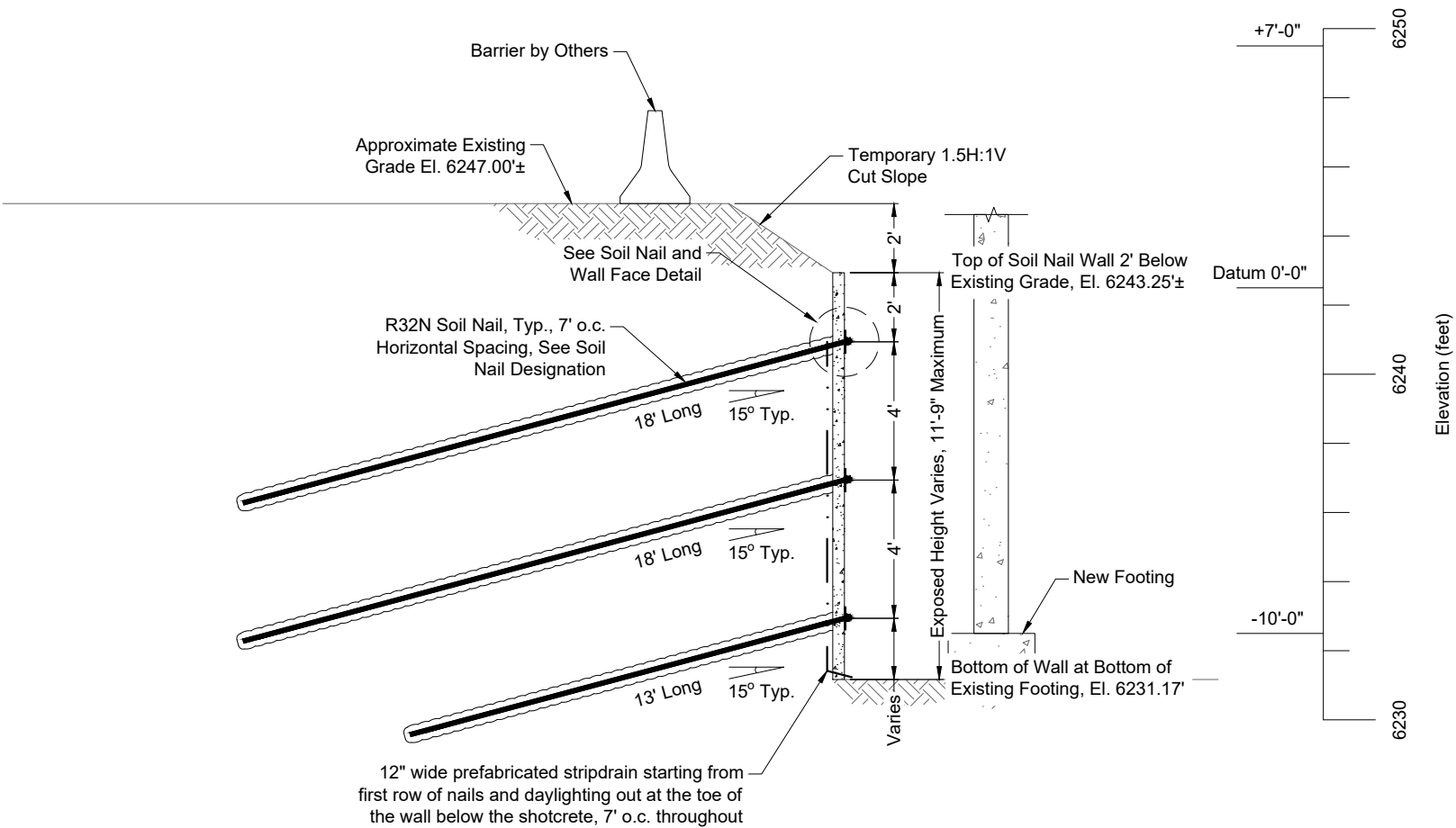
Temporary Shoring
Cross-Section A

G² PROJECT NO.:

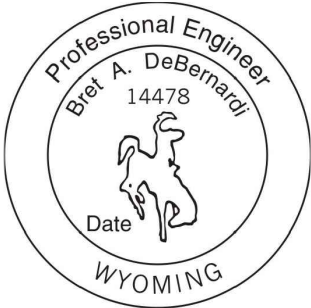
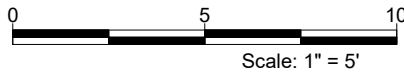
223-029-22

SHEET NO.:

5 of 8



Cross-Section B



REFERENCE:

DATE	DESCRIPTION
09.22.22	Submitted for Review
11.16.22	Submitted for Preliminary Review
02.15.23	Rev. #1 Revision to Change Shoring Design to Soil Nail Wall

DESIGNED FOR:

G2B Company Inc.
PO Box 3402, Nampa, Idaho

DESIGNED BY:



Cache and Pearl
50 S. Cache St. and 45 & 75 E. Pearl Ave.
Jackson Hole, Wyoming

DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

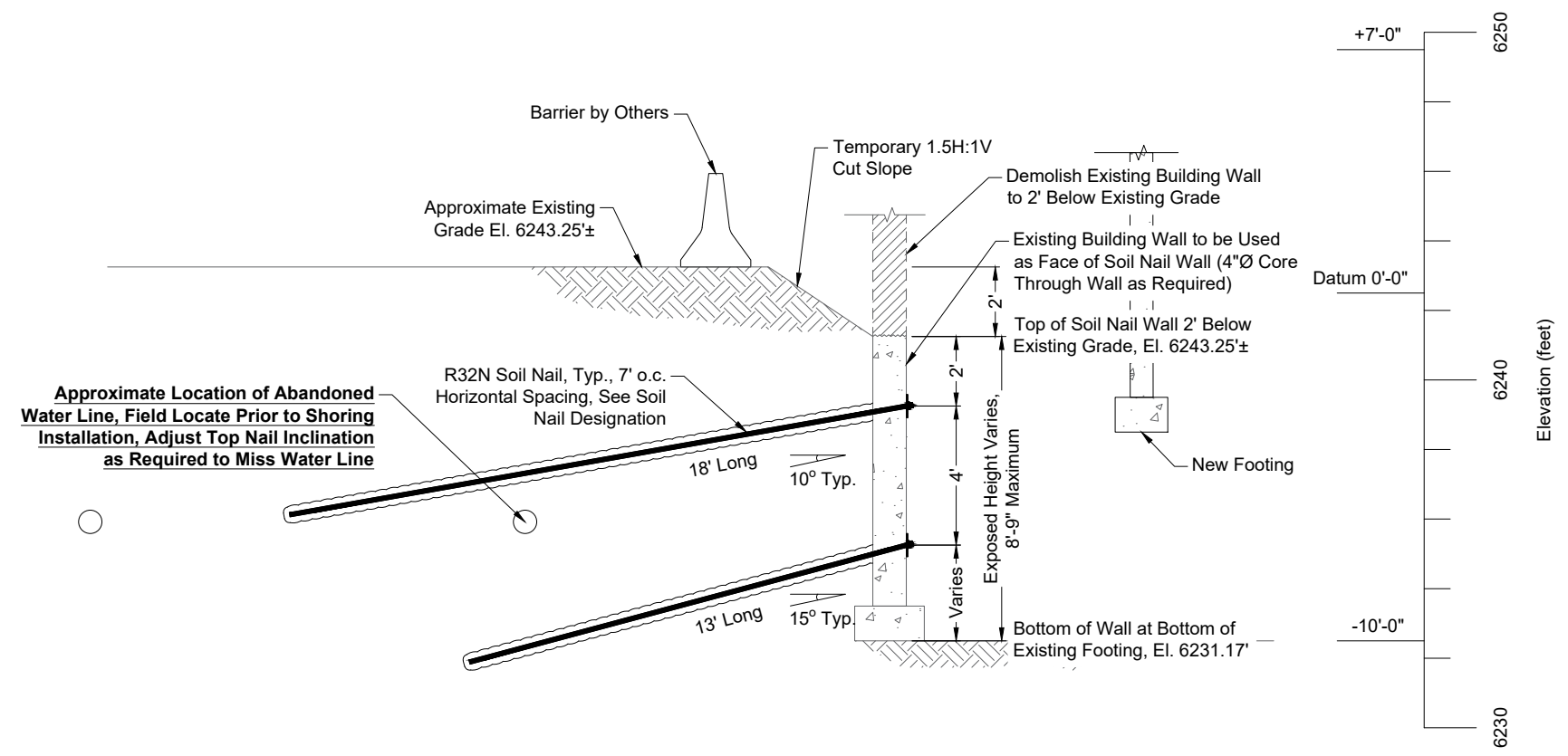
Temporary Shoring
Cross-Section B

G² PROJECT NO.:

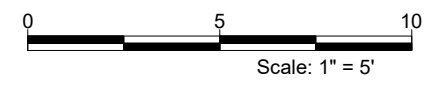
223-029-22

SHEET NO.:

6 of 8



Cross-Section C



REFERENCE:

DATE	DESCRIPTION
09.22.22	Submitted for Review
11.16.22	Submitted for Preliminary Review
02.15.23	Rev. #1 Revision to Change Shoring Design to Soil Nail Wall

DESIGNED FOR:

G2B Company Inc.
PO Box 3402, Nampa, Idaho

DESIGNED BY:



Cache and Pearl
50 S. Cache St. and 45 & 75 E. Pearl Ave.
Jackson Hole, Wyoming

DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

Temporary Shoring
Cross-Section C

G² PROJECT NO.:
223-029-22
SHEET NO.:
7 of 8

General Notes

Introduction

1. Shoring layout and design are based upon the following documents
- a. Project Plans entitled "Cache and Pearl, 50 S. Cache St. and 45 & 75 E. Pearl Ave.," by Northworks, dated September 7/29/22.

b. Project Structural Plans entitled "Old Growth, LLC, 85 South King Street, Jackson, Wyoming," by Nelson Engineering, dated 10/29/18 (Revision 1).

c. Partial Shoring Plans showing existing and new foundations, file name dated 6/27/22.

d. "Geotechnical Investigation, Multi-Use Commercial Development, Lots 14 through 16, Block 1, Cache-1 Subdivision, Jackson, Wyoming" by Nelson Engineering, dated April 21, 2021 (Draft).

e. General shoring arrangement by the general contractor.
2. The soil nail walls are to be installed to the approximate lines and grades indicated in these drawings subject to field verification. Layout and limits of the walls to be determined in the field by General Contractor in keeping with the intent and overall objectives of these plans. It is recommended that the new footings be surveyed in to provide the basis for the shoring layout. Utilities to be potholed and field verified prior to soil nail wall installation. Of specific concern is the existing water line on the west side along Cache Street. It is our understanding that it has been decommissioned, however, it should be located so that the first row of soil nails can be field adjusted to miss the utility. Gordon Geotechnical Engineering Inc. (G²) to be notified immediately of potential conflicts with the shoring layout as shown. G² assumes no responsibility for damage to utilities or other structures. Shoring location and geometry is approximate, subject to field verification.
3. Contractor is responsible for construction of the shoring as detailed on these plans. Variations from the layouts and details as shown hereon may not be made except with the express written consent of the design engineer (G²). Changes made in the field made without this consent shall be done solely at the risk of the contractor. Conflicts between these plans and the general project plans to be resolved by Gordon Geotechnical Engineering Inc., whose decision shall be final. No warranty is expressed or implied, only that these designs were prepared in general accordance with design principles in use at the time this work was performed.

Soil Nail Wall Materials

1. Soil Nails to be DSI hollow core anchors as designated on these plans equipped with 3-inch nominal bit size. All bars shall be free of mill scale and rust at the time of installation.
2. Grout for soil nails to be Portland Cement Type I-II with a 28-day compressive strength of 3,000 psi. Mix to occur on-site and shall have the lowest practical water content for pumping (water to cement ratio of 0.4 to 0.5). Mix and installation to conform to all applicable ACI specifications.
3. All plate steel to be A36 mild steel or better and shall be detailed according to AISC Standards.
4. Shotcrete layers for facing shall consist of an approved, pumpable mix having a 28-day strength of 4000 psi using Type I-II Portland Cement. Shotcrete shall be mixed and placed in accordance with applicable ACI specifications.
5. Welded Wire Mesh to conform to ASTM A 82 and A 185. Minimum wire mesh overlap is 12 inches.
6. Rebar to have a yield strength of 60 ksi. Minimum No. 4 rebar overlap is 33 inches.

Soil Nail Wall Installation

1. The face of the excavation shall be cut to within 1'-2" of the lines and grades as shown on these drawings for nail installation. After successful nail installation, the face may cut to the lines and grade shown on the plans and immediately shotcreted to the base of excavation. If excessive spalling or sluffing of soil from the face occurs during anchor installation, a flash coat of shotcrete shall be immediately sprayed to the base of the excavation immediately after the excavation is performed or the shotcrete lifts can be reduced. If site soils are sufficiently stable, the excavation may be cut to the lines and grades shown. Alternatively, "splines" or micropiles using #4 bar on 18" centers may be utilized to provide additional face stability. G² is to be contacted immediately if face stability problems occur to provide site specific recommendations.
2. For portions of the soil nail wall that utilizes existing basement walls as the temporary face, it will be necessary to core holes through the basement wall for efficient installation of the soil nails.
3. Allowable tolerances for nail and shotcrete placement shall be:
- Nail Position: +/- 6 inches in any direction.

Nail Length: no less than length shown.

Nail Inclination: +/- 2 degrees.

Shotcrete thickness (where applicable): no less than shown.

Nail Horizontal Splay Angle: +/- 0 to 10 degrees.
4. Nails shall be installed in a horizontal sequence as shown on the plans. Nails to be continuously grouted as it is advanced into the hole. Nails not to advance more than 5 feet per minute and shall be worked back and forth in the hole at least 5 times during continuous grout feed, for each 10 feet it is advanced. Grout return to be maintained.

5. 4-inch-thick shotcrete to be placed (where required).
6. Excavation shall not extend more than 2 feet below the soil nail level until nail grout and shotcrete have been in place for two days. Vertical lifts shall not exceed 6 feet.

Soil Nail Testing

1. Sacrificial Verification Nails: Two verification nails shall be installed at the site prior to production nail installation, preferably between the first and second row of nails. The verification test nails shall utilize the same installation methods as the production nails. The verification test nails shall be 15 feet in length with the outer 5 feet unbonded. Nail testing shall occur after the grout has set for 3 days. Contractor to utilize jack and pressure gauge calibrated within one year. Design load (DL) can be computed by multiplying the actual installed bond length by a working adhesion of 2.0 kips per lineal foot in soils (i.e., for 10' bond, DL = 10' x 2.0 kips/ft = 20 kips). Additional verification nails may be required at the discretion of the design engineer based upon different soil conditions or test results.

The load increments and load sequence shall be:

Seating load (2%-4% DL), 25% DL, 50% DL, 75% DL, 100% DL, 150% DL, with a Creep Test. Each incremental load up shall be held until stable with the deflection recorded. At 150% DL, a 10-minute creep test shall be performed with deflection measurements taken at 1, 3, 5, 6, 8, and 10 minutes. If the creep rate (movement between 1- and 10-minute readings) is less than or equal to 0.04 inches, the nail is considered acceptable. If creep movement exceeds 0.04 inches, the nail shall be held for an additional 50 minutes with readings taken at 20, 30, 40 and 60 minutes. If creep movement taken over a log cycle of time (movement between 6- and 60-minute readings) is less than 0.08 inches, the nail is considered acceptable. After creep test, the nail shall be further tested in increments of 25% DL to failure. Maximum load shall not exceed 47 kips for R32N bar. All test results shall be forwarded to G² for review.

Verification testing will determine if the nails achieve the assumed design adhesion. If nails do not achieve necessary values, the nails may need to be lengthened, utilize larger bits, or other modifications as determined by the contractor and wall designer.

2. Proof Testing: A minimum of 5 percent of the production soil nails to be prooftested to 150% of the design load. The nails to be randomly placed throughout the wall. Nail length of nails shall be according to the appropriate production lengths indicated on the elevation view. All test nails shall utilize a 5-foot-long PVC bond breaker at the top of the shotcrete to extend the bar through the shotcrete. Cribbing to support the reaction plate and jack will be required. Nail testing shall occur after the grout has set for 3 days. Contractor to utilize jack and pressure gauge calibrated within one year. Design load (DL) can be computed by multiplying the actual installed bond length by a working adhesion of 2.0 kips per lineal foot in soils (i.e for 10' bond, DL = 10' x 2.0 kips/ft = 20 kips). Additional test nails may be required at the discretion of the design engineer based upon different soil conditions or test results.

The load increments and load sequence shall be:

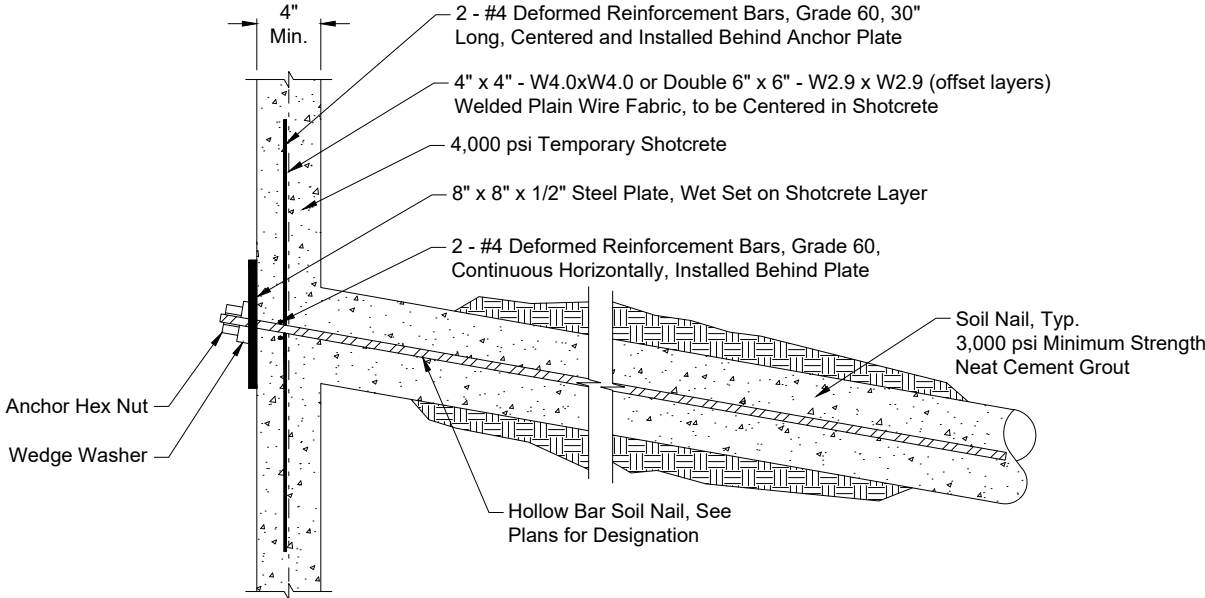
Seating load (2%-4% DL), 25% DL, 50% DL, 75% DL, 100% DL, 133% DL, with a Creep Test. Each incremental load up shall be held until stable with the deflection recorded. At 133% DL, a 10-minute creep test shall be performed with deflection measurements taken at 1, 3, 5, 6, 8, and 10 minutes. If the creep rate (movement between 1- and 10-minute readings) is less than or equal to 0.04 inches, the nail is considered acceptable. If creep movement exceeds 0.04 inches, the nail shall be held for an additional 50 minutes with readings taken at 20, 30, 40 and 60 minutes. If creep movement taken over a log cycle of time (movement between 6- and 60-minute readings) is less than 0.08 inches, the nail is considered acceptable. Maximum load shall not exceed 47 kips for R32N bar. All test results shall be forwarded to G² for review. Nails not meeting this criterion shall be reviewed on a case-by-case basis.

Other

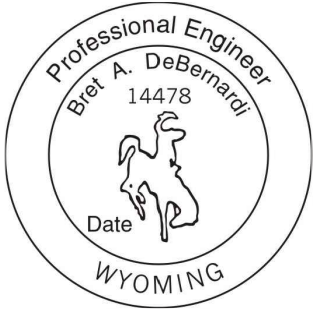
1. Projected movements are approximately 1" to 2.0" laterally and vertically. Actual movements will vary based upon installation techniques, soil consistency, etc.
2. Fall protection on top of shoring and slopes to be provided by others.
3. The wall has been designed for a 250 psf area surcharge on top of the slope above the wall. The wall has not been designed for large surcharges such as cranes, etc, and may require modification to the shoring.
4. The wall has been designed for medium to very dense clayey gravel soils having the following projected properties:

Unit Weight = 135 pcf, Friction Angle = 36 degrees, Cohesion = 50 psf (interlock)

No groundwater was included in the design. From the geotechnical information provided, groundwater should be well below the base of excavation. If groundwater is encountered above the base of excavation or soils other than those assumed are encountered during mass excavation, G² is to be notified immediately to review the design. Additional nails or further modifications to the shoring may be required.



Soil Nail and Wall Face Detail
Not to Scale



REFERENCE:	DATE	DESCRIPTION
	09.22.22	Submitted for Review
	11.16.22	Submitted for Preliminary Review
	02.15.23	Rev. #1 Revision to Change Shoring Design to Soil Nail Wall

DESIGNED FOR:

G2B Company Inc.
PO Box 3402, Nampa, Idaho

DESIGNED BY:



Cache and Pearl
50 S. Cache St. and 45 & 75 E. Pearl Ave.
Jackson Hole, Wyoming

Temporary Shoring
General Notes and Details

G² PROJECT NO.:

223-029-22

SHEET NO.:

8 of 8

DESIGN BY: **BD** DRAWN BY: **TT** CHECKED BY: **BD** APPROVED BY: **BD**

STAFF REPORT



Meeting Date:	June 3, 2024	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz
Agenda Item:	Well 10 Drilling Construction Contract Award	Public Comment:	yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider awarding a contract for construction to drill Well 10.

Requested Action.

Staff requests that Council award the contract for construction.

Recommendations.

Staff recommends awarding the contract to drill Well 10 to Weber Water and Well, LLC of Jackson, Wyoming.

Background.

The drilling of Well 10 is the first step in establishing a new water supply in Jackson's western supply zone (Zone 3). If the well has sufficient production and suitable water quality, it will be duly developed into a water supply well and connected to our system under a separate contract.

The well is located south of High School Road on property owned by the Gill family within an easement area agreed to by both parties. Construction is bid to be complete by December 2024.

Stakeholders include property owners adjacent the project, the public, and staff who maintain and operate the water system.

Analysis & Key Policy Questions.

The Town received construction bids for the project on April 29, 2024. A total of 2 bids were received.

1. **Weber Water & Well of Jackson, Wyoming** **\$286,757.28**
2. **American Pump and Drilling of Ucon, Idaho** **\$273,783.65 [with 5% WY Preference \$287,472.83]**

Weber Water & Well is the responsible resident low bidder.

For this bid, the Wyoming State Preference Act is applicable. From our bid form, "Responsible resident bidders will receive a five percent (5%) preference in accordance with Wyoming State Statute 16-6-102. "... the contract shall be let to the responsible resident making the lowest bid if the resident's bid is not more than five percent (5%) higher than that of the lowest responsible non-resident bidder..."

Further, our bid form requires that if a contractor is resident of the State of Wyoming, that their certification of resident status be submitted with the bid. American Pump and Drilling submitted their bid with all of their Idaho resident documents. Subsequently, American Pump did submit a certificate of Wyoming residency, but it was not submitted with the bid and per the certificate its effective date is May 13, 2024.

- Does the council agree with staff's recommendation?

Possible Alternatives.

Possible alternatives for this item include:

- 1) Not award the contract.
- 2) Reject all of the bids and rebid the project.

Comprehensive Plan & Priority Alignment.

This project supports the Town Comprehensive Plan (Common Value 3: Quality of Life; Principle 8.1-Maintain current, coordinated, service delivery)and helps to fulfill the goal of providing and maintaining municipal services necessary to support the residential, business, environmental, and historical interests that define our community. Our services enhance the quality of life for those who live here and enhance the experience for our guests.

Fiscal Impact.

The estimated cost of design, survey, and construction as bid is about \$360,000. The project will be funded with FY2024 Water Capital Funds.

Staff Impact.

There are approximately 20 hours of staff time coordinating with engineers and contractors. The Legal Department may have approximately 2-4 hours of contract review.

Some coordination between the Contractor and Engineering staff will be necessary. It is estimated that 10 to 20 hours/week of Public Works staff time shall be required if the contract is approved.

Attachments or Links.

None

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

I move to approve the contract with Weber Water and Well, LLC. and authorize the mayor to execute all contracts subject to final approval by the Town Engineer and Town Attorney.

STAFF REPORT



Meeting Date:	June 3, 2024	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Approval of a Conceptual Design Agreement for Public Art - Stilson Transit Center	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to approve a Conceptual Design Agreement for Public Art which will be located at the future Stilson Transit Center.

Requested Action.

Staff is requesting approval of a Conceptual Design Agreement for Public Art at the future Stilson Transit Center.

Recommendations.

Staff recommend approval of the Conceptual Design Agreement for Public Art at the future Stilson Transit Center.

Background.

Teton County, Wyoming is the direct recipient of a federal BUILD (Better Utilizing Investments to Leverage Development) transportation grant from the U.S. Department of Transportation for the Teton Mobility Corridor Improvements project. The Stilson Transit Center is one of 13 project components of the BUILD transportation grant, of which the Town of Jackson is a sub-recipient of those BUILD Grant funds.

The last time the Council discussed this item was at the June 5, 2023, JIM meeting, at which time staff presented the 30% Engineer's Estimate and requested JIM consideration of additive design options to the Stilson Transit Center Facility. The additive design options approved included: solar panel installation, geothermal heating/cooling, bike amenities, public art, and parking lot paving. During that meeting, both the Jackson Town Council and the Teton County Board of Commissioners approved a public art component of the future Stilson Transit Center.

Analysis & Key Policy Questions.

On February 1, 2024, JH Public Art (working with Town and County staff) released a Request for Qualifications (RFQ) for artists to submit qualifications and intent for the Stilson Transit Center artwork. JH Public Art received over 170 RFQ applications for public art. A selection panel reviewed all received applications and identified six artists whose qualifications best fit the goals of the project.

The six finalists that were identified will each develop a site-specific concept design for their art. A selection panel will review each concept design and identify the one artist whose concept is the best fit for meeting the project goals.

The Conceptual Design Agreement for Public Art is an agreement for each of the six artists who were selected from the Request for Qualifications process to develop a site-specific concept design for public art at the future Stilson Transit Center. Once the selection panel identifies the one artist whose artwork meets the project goals, staff will return to Council to approve a "Final Design for Art Agreement", which will be an agreement between the Town and artist that will direct the selected artist to take their concept design to final design. Once the final design of the artwork has been completed, staff will return to Council to approve an "Agreement for Commission of Public Artwork", which will be an agreement between the Town and artist to install the artwork at the future Stilson Transit Center.

Possible Alternatives.

Possible alternatives for this item include:

- Not approving the Conceptual Design Agreement for Public Art
- Other

Comprehensive Plan & Priority Alignment.

- Chapter 3 – Responsible Growth Management
 - Principle 3.2 – Enhance suitable locations as Complete Neighborhoods
 - Policy 3.2.e: Promote quality public spaces in Complete Neighborhoods
- Chapter 8 – Quality Community Service Provision
 - Principle 8.1 – Maintain current, coordinated service delivery
 - Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels
 - Policy 8.1.b: Coordinate with independent service providers

Fiscal Impact.

Fiscal impact in approving the Conceptual Design Agreement for Public Art for the future Stilson Transit Center includes compensating each artist (six in total) a cost not to exceed \$600 to develop their conceptual designs. The total fiscal impact for all six artists will be \$3,600. Teton County has funding available to cover all the costs associated with this agreement.

Staff Impact.

Staff impact for this item included five hours of agreement coordination and review of the 170 artist applications, roughly two hours of Legal review of the agreement, and roughly one hour of Administration review of this staff report.

Attachments or Links.

- Conceptual Design Agreement for Public Art

Suggested Motion.

I move to approve a Conceptual Design Agreement for Public Art for the future Stilson Transit Center in a cost not to exceed \$3,600 and authorize the Mayor to execute all necessary documents.

CONCEPTUAL DESIGN AGREEMENT

This AGREEMENT FOR CONCEPTUAL DESIGN ONLY is made and entered into this ____ day of _____ between Town of Jackson ("Client"), and _____, an individual ("Artist") (the Client and the Artist are sometimes referred to herein as the "Parties"). This Agreement for Conceptual Design Only, and all schedules incorporated by reference hereto, shall hereinafter be referred to as "Agreement."

WHEREAS, Client is in need of conceptual design for public art for the Town of Jackson Stilson Transit Center ("Project") located at, 1455 North Beckley Park Way, Wilson, Wyoming ("Site");

WHEREAS, Client desires to obtain public art design services in connection with the development of public art to be installed at the Site; and

WHEREAS, Artist is in the business of providing design services and creating original works of art.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Scope of Services.** The Artist shall provide design services ("Services") and deliverables ("Deliverables") as set forth in Schedule A, which is hereby incorporated by reference into this Agreement. The Services shall result in Deliverables embodying a conceptual design ("Conceptual Design") for artwork ("Artwork"). The Artist will present the Conceptual Design to the selection panel at an agreed upon date in accordance with the timeline provided herein. If the Artist's Conceptual Design is selected, then the Artist and the Client may enter into a separate Final Design Agreement, from which a plan for fabrication and installation ("Final Design") can be delivered at a later date pursuant to a separate agreement. Should the Client approve the Artist's Final Design, then the Client and the Artist will subsequently enter into a Commission Agreement as stated in SECTION 7B.
2. **Time of the Essence; Schedule of Performance.** The Parties agree and understand that time is of the essence. Artist shall adhere to the timeline as set forth in Schedule A and shall provide the Conceptual Design to the Client no later than June 19th, 2024, at 5:00pm Mountain Standard Time.
3. **Extension of Time.** There will be no extensions of time.
4. **Compensation.** Town will pay the Artist six hundred dollars (\$600.00) dollars ("Cap Amount") to develop the Conceptual Design. The payment shall be made in accordance with Schedule B, which is hereby incorporated by reference into this Agreement. It is specifically understood and agreed by Artist that the Cap Amount for the Services is a "not to exceed" amount for completion of all of the Services and work done by the Artist for then Town. The amount of compensation shall not vary as a result of the time of day the Services are performed or the number of hours during which Services are performed in any given period of time.
5. **Invoicing.** Invoices for Services shall be submitted to: Town of Jackson, PO Box 1687 Jackson, Wyoming 83001, with copy to Heather Overholser, Teton County, PO Box 1727, Jackson, Wyoming 83001-1727. Payment as set forth under this Agreement will be made payable to the Artist and will be remitted by check to the address indicated in Section 18 of this Agreement.

6. **Representations and Warranties.** Artist represents and warrants that the Services and Deliverables rendered pursuant to this Agreement shall result in an original design that, to the best of the Artist's knowledge, does not infringe on any third-party intellectual property rights. Client shall make available for Artist's examination and use all applicable information regarding the Site and Project, including but not limited to: plans, specifications, reports, narratives, publications, statistics, records, and other information pertinent to Artists' performance under this Agreement. Further, Client shall provide its reviews and approvals of Artists' Services and Deliverables in a prompt and timely manner.
7. **Approval Process.** The Client shall notify the Artist by July 26, 2024, of one of the following:
 - a. If Client would like to see additional development of the Conceptual Design prior to determining whether Client will proceed with the Final Design, Client will notify Artist of the need to execute an addendum to this Agreement setting additional Deliverables a corresponding compensation and requirements for such additional services.
 - b. If Client selects Artist's Conceptual Design for development into Final Design, Client will notify Artist of the need for the Parties to enter into a separate Final Design Agreement from which a plan for Final Design will be delivered at a later date.
 - c. If Client does not select Artist's Conceptual Design, Client will so notify Artist and Client may not use any part of Artist's Conceptual Design for future development without specific written approval of Artist.
8. **Intellectual Property.** Artist retains all copyrights and other intellectual property interests in the Conceptual Design and in any plans, drawings, renderings, schematics, design studies and models, and the like prepared by Artist in connection with this Agreement. The Artist is responsible, at their option, for registering any copyrightable material in their name with the U.S. Register of Copyrights, at no additional cost to Client. It is specifically understood that given the Artist's retention of all intellectual property rights, in the event Client elects not to proceed with Artist in further development of the Conceptual Design, Client does not have the right to take Conceptual Design to a third party for further development, including but not limited to fabrication and/or installation.
9. **Indemnification.** Artist agrees to indemnify and hold harmless Client, its successors and assigns from any claim or suit arising or resulting from breach by Artist or any contractual obligations set forth in this Agreement including, but not limited to, Artist's warranties set forth in Section 7 of this Agreement.
10. **Independent Contractor.** It is understood and agreed that Artist will provide the Services on a professional basis and as an independent contractor and that during the performance of the Services, Artist will not be considered an employee, partner, agent, or joint venture partner of Client within the meaning or the applications of any federal, state, or local laws or regulations, including but not limited to laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Artist shall not be entitled to any benefits that may be afforded from time to time to Client employees or other contractors, including without limitation, vacation, holidays, sick leave, retirement benefits, health or disability benefits, worker's compensation, unemployment insurance, and any other employment benefits of any kind. Further, the Client shall not be responsible for any such withholding or paying of taxes or social security. Neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
11. **Modification.** Any modification of this Agreement shall be in writing and duly executed by the Parties.

- 12. Termination.** Either party may terminate this Agreement upon thirty (30) days' written notice to the other party delivered by certified mail. Termination of this Agreement for any cause shall be without prejudice to any obligations or liabilities either Party accrued prior to or because of such termination. Client shall be liable under the payment provisions of this Agreement only for payment of services rendered before the date of the receipt of termination notice. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement upon ten (10) days' written notice to the other, if the breaching party fails to cure the breach before the end of the ten-day notice period.
- 13. Death or Incapacity of the Artist.** Should the Artist become ill, disabled, injured, or otherwise incapacitated at any time between the execution of this Agreement and the date of completion, the Artist or one of their representatives will notify the Client promptly with the understanding that pursuant to paragraph 2 of this Agreement, time is of the essence. In the event of Artist's physical incapacity or death prior to completion of the Agreement, all payments made to the point of incapacity or death will be retained by Artist or Artist's estate and all work performed to date of incapacity or death will be compensated. If the Conceptual Design is substantially completed and it is feasible for the Services and Deliverables to be fully completed without undue delay, Client may elect to proceed under the terms of this Agreement. In the event the Client elects to proceed with the completion of the Conceptual Design, all remaining work to be completed in accordance with this Agreement will be delegated to the Artist's studio personnel or, if there be no such, personnel, undertaken by others as may be directed by Client.
- 14. Force Majeure.** The Parties will be excused from performing under this Agreement if performance is prevented by a condition beyond control of the Parties such as, by way of example not exclusion, acts of God, war, civil insurrection, public emergency (but only for as long as such unforeseen occurrences exist). Both Parties will take all reasonable steps to assure performance of their contractual obligation when the unforeseen occurrences have ceased to exist, but resumption of performance will be subject to negotiation between the Parties if more than six (6) months has passed since either suspension of obligations under this Agreement or substantially changed circumstances.
- 15. Non-assignability.** Artist shall not assign, transfer, or subcontract the creative and artist portions of the Services, Deliverables, Conceptual Design, or Artwork to another party without prior written consent of the Client.
- 16. Severability.** If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.
- 17. Governing Law /Venue.** This Agreement shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- 18. Notices.** All notices, submittals, requests, and reports required under this Agreement will be sent by certified mail, with an accompanying courtesy email, as follows:

For Artist: _____

For Client: Johnny Ziem/ Town of Jackson
PO Box 1687, Jackson, Wyoming 83001-1687
jziem@jacksonwy.gov

With to for Payment: Heather Overholser/Teton County
PO Box 1727, Jackson, Wyoming, 83001-1727
hoverholser@tetoncountywy.gov

Notice is deemed to have been received either upon the date recipient signs the return certificate, or five (5) days after the notice is transmitted to recipient, whichever is sooner. A change in the designation of the person or address to which submittal, requests, notices, and reports will be delivered is effective when the other party has received notice of the change by certified mail.

19. **Dispute Resolution.** In the event of any disputes arising from the terms of or performance under this Agreement, the Parties shall first attempt resolution through good faith discussion and/or mediation. In the event the Parties are unable to jointly decide on a mediator, they shall each select an impartial representative, the two of whom shall decide on the mediator. The mediator shall, within ninety (90) days, conduct a hearing on the matter, and submit his or her findings and conclusions to the Parties. The provisions of Wyo. Stat. §§ 1-43-101 through 1-43-104 shall apply to the mediation process. Each of the Parties shall share equally in the cost of the mediator but shall otherwise each bear their own costs in the mediation process.
20. **Entire Agreement.** This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties.
21. **Governmental Immunity.** Client does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
22. **Compliance With Laws.** Artist agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder.
23. **Counterparts; Digital 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 facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

ACCEPTED AND AGREED AS OF THE DATE FIRST SHOWN ABOVE:

CLIENT: Town of Jackson

DATE: _____

ARTIST:

DATE: _____

SCHEDULE A: Design Services (“Services”)

1.Initial Concept Design Development

Artist will submit Conceptual Design for review by June 19, 2024, at 5 PM, Mountain Standard time.

Artist is to submit design ideas using the presentation format of Artist’s choice sufficient to provide the Client with a clear understanding of the proposed design.

Presentation materials to illustrate the Conceptual Design include, but are not limited to:

- Drawings, sketches, models, images, computer renderings/animations, photographs
- Location artwork
- Annotated plans or site plans
- General size and scale of artwork
- Physical properties of artwork
- Narratives or other information related to the concept.
- Desired impact of artwork
- Relationship to project goals
- Public access to artwork
- Physical properties of artwork
- Potential materials and methods with appropriate samples
- Potential relationships and connections to other sites
- Preliminary assessment of requirements of sub-consultants, such as structural, lighting, electrical, mechanical, hydraulic engineers/consultants
- Preliminary discussion of safety and maintenance considerations
- Preliminary assessment of installation methodology
- Preliminary discussion of budget
- Preliminary discussion of estimated schedule for fabrication and installation
- Opportunities to integrate artwork into construction.

Final Concept Presentations will take place on July 9th and 11th from 4:00 – 6:00 PM Mountain Standard time via video conferencing.

Each artist will be invited to present to the selection panel and given 15 minutes to share their concept and an additional 5-minutes for Q&A.

SCHEDULE B: Payment Schedule

Conceptual Design fees will be paid pursuant to an invoice and completed W-9 Form submitted by Artist to Heather Overholser, Teton County, occurring on or before June 19, 2024.

Conceptual Design Payment: \$600 is to be paid to the Artist after Client's receipt of final Conceptual Design, participation in virtual presentations, completed W-9 Form, and appropriate invoice from Artist.

STAFF REPORT



Meeting Date:	June 3, 2024	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Communications and Strategic Initiatives	Presenter:	Susan Scarlata
Agenda Item:	WAM Resolutions	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council to be able to review resolutions other municipalities submitted for possible adoption at the Wyoming Association of Municipalities' (WAM's) Summer Convention.

Requested Action.

No action is needed as Council already appointed Mayor Morton Levinson as a voting delegate for WAM's Summer Convention. This item is purely informational for Council to review proposed resolutions from across the state.

Recommendations.

Staff is not recommending anything related to the attached resolutions. Council has already approved our resolutions and they were submitted to WAM at the end of April by the deadline.

Background.

At its December 19, 2023, Regular Meeting, Council approved a Legislative Policy Approach and Agenda to do the following.

- Hire a Legislative Advisor;
- Help other municipalities with policies and initiatives whenever possible;
- Work on developing and advancing bills with committee support;
- Direct staff to participate on statewide coalitions related to Town priorities, when applicable;
- Monitor and respond to bills and other initiatives related to or directed at the Town of Jackson; and
- Continue working with and submit Resolutions to WAM.

The Town of Jackson has been working to implement a Legislative Policy Approach for several years and has hired a Legislative Advisor during the last three Legislative Sessions. At its meeting on June 26, 2023, Council approved a year-long contract with our current Legislative Advisor, Andy Schwartz. Schwartz monitored various items during the interim and was an ears-on-the-ground presence and support in Cheyenne during the entire Legislative Session this winter. He was helpful in monitoring bills and scheduling meetings while members of our delegation were in Cheyenne.

WAM's Summer Convention

WAM, which the Town of Jackson is a part of, hosts an annual Summer Convention at different location across the state, usually in June. This year's convention is scheduled for June 5-7 in Pinedale. At this convention, members consider resolutions proposed by different municipalities to inform WAM's legislative agenda. The deadline to submit resolutions was moved up by several weeks this year to April 29.

Analysis & Key Questions.

The Town of Jackson submitted the following resolutions to be considered at WAM's summer convention.

- A RESOLUTION SUPPORTING RETENTION OF OWNERSHIP OF CONDOMIMUM PLATS
- A RESOLUTION TO AMEND STATE STATUTE TO INCREASE FEES FOR LIQUOR LICENSES
- A RESOLUTION TO FOSTER LOCAL REVENUE GENERATION

Other municipalities across, including Cheyenne, Douglas, Mills, and Opal submitted the following resolutions titled below. The full resolutions are attached to this staff report.

- A RESOLUTION OF WAM RELATING TO THE 69TH ANNUAL CONVENTION IN PINEDALE, WY, JUNE 2024
- A RESOLUTION ENDORSING WAM SUPPORT OF TRANSIENT GUEST TAX
- A RESOLUTION ENDOSRING WAM SUPPORT OF LIQUOR LICENSE FEES CHANGE AND ALLOW LOCAL CONTROL
- A RESOLUTION EXPRESSING THE SUPPORT OF THE GOVERNING BODY TO REQUEST THE STATE OF WYOMING TO RECONSIDER THE 2022 HOUSE BILL 0148, CREATING A SPECIAL ANIMAL CONTROL DISTRICT
- A RESOLUTION EXPRESSING SUPPORT OF THE GOVERNING BODY TO REQUEST THE STATE OF WYOMING RECONSIDER THE DECRIMINIALIZATION OF CANNABIS AND REFORM TO THE WY CONTROLLED SUBSTANCE ACT
- A RESOLUTION DECLARING THAT THE CITY OF CHEYENNE HAS AGREED THAT COVENANTS RESTRICTING APPLICATION OF WATERWISE LANDSCAPING OR REQUIRING INSTALLAION OF WATER-INTENSE LANDSCAPING MANDATE IRRESPONSIBLE USE OF WATER RESOURCES AND REQUESTING THE STATE LEGISLATURE REIVEW, CONSIDER, AND ADOPT MODIFICATIONS TO STATE STATUTES TO NULLIFY COVENANTS THAT RESTRICT WATERWISE LANDSCAPING OR REQUIRE INSTALLATION OF WATER-INTENSE LANDSCAPING
- A RESOLUTION ON BEHALF OF THE GOVERNING BODY OF THE TOWN OF OPAL, WYOMING, TO WAM ADVOCATING FOR LEGISLATION TO DESIGNATE PUBLIC WORKS EMPLOYEES AS EMERGENCY PERSONNEL
- A RESOLUTION REGARDING LEGAL ADVERTISEMENTS

Possible Alternatives.

NA

Comprehensive Plan & Priority Alignment.

Engagement with the State Legislature can help our community achieve the Comprehensive Plan's aspirational goals. From workforce housing to multimodal transportation and development of a diverse and balanced economy, the Town of Jackson recognizes the need for state-level connection and support to achieve its long-term vision.

Fiscal Impact.

Travel expenses for Councilmembers and staff to travel to and spend time in Pinedale for WAM's Summer Convention have been approved.

Staff Impact.

The Director of Communications and Strategic Initiatives has approximately 100 hours of time allotted to focus on Legislative Policy work with a third of those hours falling during the Legislative Session. The Town Manager allocates 50 hours to work on Legislative Policy.

Attachments or Links. WAM Resolutions from other municipalities across Wyoming.

Suggested Motions.

NA

STAFF REPORT



Meeting Date:	June 3, 2024	Meeting Title:	Regular Meeting
Submitting Department:	Housing	Presenter:	Stacy Stoker
Agenda Item:	Amendment and Restatement Special Restriction for 276 Scott Lane Unit 103	Public Comment:	Yes – consent item

Purpose & Policy Considerations.

The Town Council ("Council") will consider an Amended and Restated Special Restriction for 276 Scott Lane Unit 103. This Restriction uses the template restriction approved by Council in February 2023.

Requested Action.

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

Recommendations.

Staff recommend approval of the Restriction.

Background.

In June of 2018, to ensure standardized restrictions on restricted units, the Town Council and Board of County Commissioners directed staff to record the approved Special Restriction Template on all sales of restricted units.

Analysis.

The subject unit was originally restricted as an Employment-based unit built in 2016. The unit's appreciation is currently 2.5% per year compounded. The Employment-based program is now part of the Workforce program, which has the same qualification requirements. Appreciation in the new restriction will be changed from a flat 2.5% to CPI with a maximum of 3% per year. Qualification requirements will be according to the Workforce Rules and Regulations.

Possible Alternatives.

None as policy has been set, and the unit is under contract as a Workforce Ownership unit.

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

N/A

Staff Impact.

Staff time to draft the new restriction and staff report for Town Council approval. Staff time to obtain signatures and ensure the document gets recorded.

Attachments or Links.

Complete Amendment and Restatement Deed Restriction for Workforce Ownership Housing Located at 276 Scott Lane: Unit 103, Town of Jackson Wyoming

Suggested Motion. I move to approve the Complete Amendment and Restatement Deed Restriction for Workforce Ownership Housing Located at 276 Scott Lane Unit 103, Town of Jackson Wyoming and authorize the Mayor sign the restriction.

COMPLETE AMENDMENT AND RESTATEMENT
Deed Restriction
For Workforce Ownership Housing
Located at
276 Scott Lane Unit 103 Town of Jackson Wyoming

This Complete Amendment and Restatement Special Restriction ("Restriction") is made and entered into this ____ day of _____, 2024, by the undersigned owner of the property ("Declarant") and Town of Jackson, Wyoming.

RECITALS:

WHEREAS, the undersigned Owner holds fee ownership interest in that certain real property known as 276 Scott Lane #103 located in Teton County, Wyoming, and more specifically described as follows:

Unit 103 of the Grove Condominiums Phase Two Addition to the town of Jackson (An Affordable Housing Subdivision), according to that plat recorded in the Office of the Count Clerk of Teton County, Wyoming on May 23, 2016 as Plat Number 1359, and as further defined and described in that Condominium Declaration for the Grove Condominiums, and any amendments and supplements thereto, recorded in the Office of the County Clerk of Teton County, Wyoming from time to time.

PIDN: 22-41-16-33-3-10-039 (the "Residential Unit");

WHEREAS, as a condition of its Final Development Plan Approval for The Grove (DEV P13-063 and P13-064), for the Grove Condominium Phase Two Addition to the Town of Jackson (the "FDP Approval"), Owner was required to dedicate six (6) two-bedroom and six (6) three-bedroom Affordable units, and six (6) two-bedroom and six (6) three bedroom Employment-Based units to be owned or rented by households who work in Teton County and will occupy the units as their sole primary residences. One of which is this two-bedroom Workforce (fka Employment-Based) unit (the "Residential Unit");

Two-bedroom Workforce Ownership Unit

WHEREAS, the Town of Jackson changed the street addresses to The Grove Condominiums Phase Two units to fit within the Town of Jackson addressing requirements, this unit's address was changed from 103 Canopy Court to 276 Scott Lane Unit 103;

WHEREAS, in June of 2018, Employment-Based units have become a part of the Workforce Housing Program and are now referred to as Workforce instead of Employment-Based;

WHEREAS, consistent with the foregoing, the Unit is subject to those certain Special Restrictions for Employment-Based Housing Located at The Grove Phase 2 Employment-Based recorded May 23, 2016 as Document number 0905165 in book of photo 920 pages 701-717 (the "2016 Special Restrictions");

WHEREAS, in accordance with Section 9.C.1 of the 2016 Special Restrictions, the Special Restrictions may be modified with the written consent of Owner and the Housing Department ;

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

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

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

WHEREAS, in furtherance of the goals, objectives, requirements, and conditions of Permit No. DEV P13-063 and P13-064, and consistent with the Town of Jackson’s goal of providing decent, safe, and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Declarant agrees to restrict the use and occupancy of the Residential Unit as set forth herein;

WHEREAS, in accordance with such Section 9.C.1 of the 2016 Special Restrictions, and consistent with the foregoing Recitals, the Housing Department and the undersigned Owner now desire to amend, restate and replace in their entirety with respect to the Residential Unit the 2016 Special Restrictions by adopting these Complete Amendment and Restatement Special Restriction for Workforce Ownership Housing Located at 276 Scott Lane Unit 103 Town of Jackson Wyoming (“Special Restrictions”);

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

NOW, THEREFORE, in satisfaction of the conditions in and consideration of Permit No. DEV P13-063 and P13-064, Declarant hereby declares, covenants, and agrees for itself and each and every person acquiring ownership of the Land and/or Residential Unit, that they shall be held, used, occupied, developed, transferred, and conveyed subject to this Restriction in perpetuity.

ARTICLE I OWNERSHIP

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

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

- 1.1.3 Income Limit. At time of purchase and in perpetuity during ownership, the Qualified Household must earn, at minimum, 75% of its income from a Local Business, as that term is defined in the Rules and Regulations. .
- 1.1.4 Residential Real Estate. At time of purchase and in perpetuity during ownership, no member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) real estate except as set forth in the Rules and Regulations.
- 1.2 Qualification Determination by the Housing Department. The Housing Department shall determine, in its sole discretion, whether a prospective buyer is a Qualified Household. The Department shall use written applications, representations, and information to make the determination, which shall include the verification of those materials as necessary and appropriate to establish and substantiate eligibility.
- 1.3 Exception for Declarant. Notwithstanding the foregoing, it is understood and acknowledged that at the time of recordation of this Restriction the Declarant may still hold title to the Residential Unit. If Declarant still holds title to the Residential Unit at the time of recordation, Declarant is not required to be a Qualified Household. However, Declarant understands and agrees that it is required to sell the Residential Unit to a Qualified Household in accordance with the terms of this Restriction and the Rules and Regulations and no later than receipt of a certificate of occupancy for the Residential Unit.
- 1.4 Ownership by Housing Department. Notwithstanding the foregoing, JTCHA may purchase and own the Residential Unit.

ARTICLE II OCCUPANCY, IMPROVEMENT, AND USE

- 2.1 Rules and Regulations Applicability. All applicable limitations on occupancy, improvement, and use set forth in the Rules and Regulations, apply to the Residential Unit.
- 2.2 Business Activity. No business activities shall be carried out in a Residential Unit, except to the extent allowed in the Rules and Regulations.
- 2.3 Guests. No persons other than those comprising the Qualified Household, as set forth in the Rules and Regulations, may occupy the Residential Unit.
- 2.4 Maintenance. Declarant shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit, and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent, and sanitary condition pursuant to the Rules and Regulations. In the event Declarant fails to maintain the Residential Unit in a safe, decent, and sanitary condition, the Housing Department may take action, and be reimbursed for costs thereof, all as set forth in the Rules and Regulations.
- 2.5 Capital Improvements. Declarant may only undertake capital improvements to the Residential Unit, and only get reimbursed for such, to the extent set forth in the Rules and Regulations.
- 2.6 Insurance. Declarant shall keep the Residential Unit continuously insured as set forth in the Rules and Regulations. Declarant shall, as often as necessary to prove compliance herewith at all times, furnish and deposit with the Housing Department certificates of such insurance policy to be maintained by Declarant with evidence of payment of the premiums thereon.

- 2.7 Compliance with Laws and CC&Rs. The Residential Unit shall be occupied in full compliance with this Restriction; the Rules and Regulations; all laws, statutes, codes, rules, regulations of state, local, and federal law; Covenants, Conditions & Restrictions; and all supplements and amendments thereto.
- 2.8 Inspection. Upon reasonable notice to Declarant, the Housing Department shall have the right to inspect the Residential Unit from time to time as set forth in the Rules and Regulations.
- 2.9 Records. Declarant shall maintain records of service, rental, repair, and maintenance for a period of 2 years after their issuance. The Housing Department shall have the right to review the written records required to be maintained by Declarant.
- 2.8 Renting. The Residential Unit may be rented to the extent allowed in the Rules and Regulations. In addition to that set forth in the Rules and Regulations, the Residential Unit may only be rented for a minimum period of 31 days.
- 2.9 Periodic Reporting. In order to confirm compliance with this Restriction, the Rules and Regulations, and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, improvement, or transfer of the Residential Unit, Declarant shall timely comply with information requests, application material submission, and all supplemental requests as set forth in the Rules and Regulations. If the Declarant rents the Unit, the Declarant is responsible for timely compliance with all reporting requirements.
- 2.10 Occupancy. The Residential Unit must be occupied as the Qualified Household's sole and exclusive primary residence, and they must physically reside therein on a full-time basis pursuant to the Rules and Regulations.

ARTICLE III SALE

- 3.1 Sale of The Residential Unit. The Residential Unit may be bought and sold, except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Every conveyance of the Residential Unit shall be subject to this Restriction. Within 10 days prior to the closing of the sale or other transfer of the Residential Unit, seller shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the purchaser.
- 3.2 Initial Sale of Residential Unit. At the time of sale from Declarant to a new owner ("Initial Sale"), the Residential Unit may only be sold to a Qualified Household at a purchase price as Declarant and prospective buyer may determine and subject to this Restriction. After Declarant and a prospective buyer enter into an agreement for the purchase and sale of the Unit, and at least 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. All subsequent sales shall be executed in accordance with Article 3.2.
- 3.3 Resale. The seller of a Residential Unit shall give written notice to the Housing Department of their intention to sell ("Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the Maximum Resale Price, as provided in Article 3.2. Upon the Housing Department's determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the Rules and Regulations, as they may be amended from time to time. Every conveyance of a Residential Unit shall be subject to this Restriction and the Rules and Regulations, as they may be amended from time to time. Notwithstanding the foregoing, upon receipt of a Notice to Sell, the Housing Department may purchase such Residential Unit.

3.4 Maximum Sale Price. A Residential Unit may not be sold for a purchase price in excess of the "Maximum Sale Price." The Maximum Sale Price is the Maximum Sale Price as calculated by the Housing Department in accordance with the Rules and Regulations, as they may be amended from time to time. The Maximum Sale Price for a prospective purchaser is the current owner's purchase price plus an increase in price of the Denver-Aurora-Lakewood CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or 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 Sale Price, the actual sales proceeds delivered to a seller 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 discretion. To ensure that the sales price of any Residential Unit is limited to the Maximum Sale Price, no purchaser of a Residential Unit shall assume any obligation of a seller, nor shall such purchaser pay or provide to a seller any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Sale 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 sale of a residential unit, a seller shall obtain the entire maximum sale price.

ARTICLE IV TERMINATION, AMENDMENT, CORRECTION

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

4.2 Termination Resulting from Foreclosure by a Qualified Mortgagee. This Restriction 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:

4.2.1 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 Declarant.

4.2.2 JTCHA did not exercise its rights as provided in Article IV Qualified Mortgage.

4.2.3 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 JTCHA in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Declarant, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to a Declarant or any member of the Qualified Household, or (iv) JTCHA.

4.2.4 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 Declarant of the foreclosed Residential Unit.

4.2.5 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

Declarant, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice"). The Mortgagee Notice shall include all information relevant to Declarant's default and the actions necessary to cure such default. JTCHA shall have 45 days from the date of the Mortgagee Notice to exercise its rights under Article IV, Qualified Mortgage. If JTCHA fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

4.2.6 Nothing herein shall limit or restrict Declarant's right of statutory redemption, in which event this Restriction shall remain in full force and effect.

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

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

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

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

ARTICLE V

QUALIFIED MORTGAGE

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

5.1.1 Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, as long as such mortgage has a maximum loan to value ratio of 100%; and

5.1.2 Is a mortgage solely for the purchase or refinance of the loan for the purchase (specifically excluding loans taken out for any other purpose, unless otherwise approved by the Housing Department) as long as the principal amount of such mortgage at purchase does not exceed 96.5% of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined does not exceed 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

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

5.1.3.1 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

5.1.3.2 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

- 5.1.3.3 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 Declarant or any family member of Declarant; or
- 5.1.3.4 JTCHA 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
- 5.1.3.5 the provider of a loan as described in Article 4.1.
- 5.2 Any mortgage, lien, or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:
 - 5.2.1 be deemed unsecured; and
 - 5.2.2 only be a personal obligation of a Declarant and shall not affect or burden, and shall not be enforceable against, such Residential Unit.
 - 5.2.3 Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a Breach hereunder and JTCHA and/or the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right to exercise its Purchase Option and Forced Sale.
- 5.3 In the event an Declarant fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage (Qualified or otherwise), lien, or other encumbrance purporting to affect the Residential Unit, or fails to timely make any other payment required in connection with the Residential Unit (including without limitation homeowner's 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:
 - 5.3.1 Cure such default and assume the payments and other obligations of Declarant. In such event, Declarant shall be in Breach of this Restriction, and the JTCHA may exercise any and all of its remedies hereunder or otherwise, including without limitation the right to exercise its Purchase Option and Forced Sale. In addition to such remedies, Declarant shall also be liable to the Housing Department for any amounts of money advanced.
 - 5.3.2 Acquire the loan from the lender by paying the balance due together with reasonable accrued interest and costs, and the JTCHA 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 JTCHA t shall determine.
 - 5.3.3 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 this Restriction.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH DECLARANT 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 THIS RESTRICTION.

ARTICLE VI

TRANSFER

- 6.1 Transfer. The Residential Unit may only be sold in accordance with Articles 3.2 and 3.3, and only or transferred as follows:
 - 6.1.1 Divorce. The provisions contained in this Article 3.1.1 apply only after the Initial Sale of the Residential Unit. In the event of the divorce of Declarant, the Housing Department may

consent to the transfer of the Residential Unit to the spouse, 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.

6.1.2 Death. The provisions contained in this Article 3.1.2 apply only after the Initial Sale of the Residential Unit. In the event of the death of Declarant, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of the deceased, 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.

6.1.3 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 the Sale Provisions of this Restriction and in compliance with 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:

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

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

6.1.3.3 A Nonqualified Transferee shall comply with this Restriction, the Rules and Regulations, the Covenants, Conditions & Restrictions, zoning, and all laws governing the ownership, occupancy, use, development, improvement, and transfer of the Residential Unit.

A Nonqualified Transferee may only occupy the Residential Unit with the prior written consent of the Housing Department.

ARTICLE VII GENERAL PROVISIONS

7.1 Breach.

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

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

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

7.1.1.3 The Residential Unit is taken by execution or by other process of law, or Declarant is judicially declared insolvent, or Declarant assigns or attempts to assign the property for the benefit of creditors, a receiver, trustee, or other similar officer being appointed to take

charge of any substantial part of the Residential Unit or Declarant's property by a court of competent jurisdiction.

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

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

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

7.1.4 Breach Remedies. In addition to any other remedies the JTCHA may have at law or equity, in the event of Breach, the JTCHA's remedies shall include, without limitation, the following:

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

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

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

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

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

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

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

FIFTH, to the 2% facilitation fee to JTCHA;

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

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

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

NINTH, any remaining proceeds shall be paid to Declarant.

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

- 7.1.4.4 Appointment of Housing Manager as Attorney-in-Fact. In the event JTCHA exercises its Option or requires a Forced Sale, Declarant hereby irrevocably appoints the Housing Manager as their attorney-in-fact to effect any such purchase or sale on their behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as JTCHA, or its designee, may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.
- 7.1.5 Limitation on Appreciation at Resale. JTCHA may fix the Maximum Resale Price of a breaching owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Breach (or as of such date after the Breach as JTCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- 7.1.6 Remedies. JTCHA may, at its discretion, invoke any additional remedies available to it and seek any such relief, at law or equity, as may be appropriate, including but not limited to, specific performance of this Restriction and the Rules and Regulations; temporary, permanent, or preliminary injunctive relief (including prohibiting a proposed sale or transfer); a declaration that a sale or transfer is void; a forced sale; and monetary damages. Any equitable relief may be sought singly or in combination with such other remedies the JTCHA may be entitled to, either pursuant to this Restriction, the Rules and Regulations, the applicable Land Development Regulations, or under the local, state, or federal law.
- 7.1.7 Hold Harmless. In the event of a Breach, Declarant hereby holds insert the Town of Jackson or Teton County, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents harmless against any and all claims, suits, or actions of every name, kind, and description and any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of insert the Town of Jackson or Teton County, Wyoming, JTCHA, and the Housing Department, their officials, employees, and agents.
- 7.1.8 Reimbursement. In the event of a Breach, Declarant hereby agrees to reimburse the actual expenses, attorney's fees, and costs for any action the JTCHA and/or Housing Department expends to enforce this Restriction.
- 7.2 Jackson/Teton County Housing Department Housing Rules and Regulations. The term "Rules and Regulations" is defined as the Jackson/Teton County Housing Department Rules and Regulations, as the same may be amended from time to time and which are codified in the Municipal Code of the Town of Jackson, and enacted by resolution of Teton County, Wyoming pursuant to the Wyoming Administration Procedures Act. If there are no such written policies, procedures, or guidelines (or a written policy, procedure, or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in this Restriction shall be as set forth in the Rules and Regulations, as the same may be amended from time to time. In the case of a conflict between this Restriction and the Rules and Regulations, this Restriction shall apply.
- 7.3 No Legal Action. Neither the Declarant, nor any prospective purchaser, tenant, renter, occupant, or other party shall have the right to sue or bring other legal process against insert the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with the Town of

Jackson, Teton County, Wyoming, or the Housing Department arising out of this Restriction. Neither the Town of Jackson, Teton County, Wyoming, nor the Housing Department shall have any liability to any person aggrieved by the decision of the Town of Jackson, Teton County, Wyoming, or the Housing Department regarding eligibility of a Qualified Household or any other matter relating to this Restriction.

- 7.4 Restriction as a Covenant. This Restriction shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department, and insert the Town of Jackson or Teton County, Wyoming.
- 7.5 Notices. All notices required to be served upon Declarant and insert the Town of Jackson or Teton County, Wyoming and shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.

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

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

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

- 7.6 Attorney's Fees. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of this Restriction, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.
- 7.7 Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.
- 7.8 Choice of Law, Forum. This Restriction and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Restriction or its subject matter. Declarant by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Restriction.
- 7.9 Severability. Each provision of this Restriction and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification

is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

- 7.10 Section Headings. Paragraph or section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- 7.11 Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Restriction. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.
- 7.12 Indemnification. Declarant shall indemnify, defend, and hold JTCHA, the Housing Department, and insert the Town of Jackson or Teton County, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Declarant's breach of any provision of this Restriction. Declarant waives any and all such claims against JTCHA, the Housing Department and insert the Town of Jackson or Teton County, Wyoming.
- 7.13 Successors and Assigns. This Restriction shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators, and assigns.
- 7.14 Governmental Immunity. Neither insert the Town of Jackson or Teton County, Wyoming nor the JTCHA or Housing Department waives governmental immunity by executing this Restriction and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

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

OWNER:

Jeffrey Everson

Nasya Everson

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20____, the foregoing Restriction was acknowledged before me by Jeffrey Everson and Nasya Everson as Owners of 276 Scott Lane Unit 103.

Witness my hand and official seal.

(Seal)

Notary Public

Town of Jackson

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Insert Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ 20____, the foregoing Restriction was acknowledged before me
by Hailey Morton Levinson, Mayor of the Town of Jackson

Witness my hand and official seal.

(Seal)

Notary Public

STAFF REPORT



Meeting Date:	June 3, 2024	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	Town of Jackson Fiscal Year 2025 Budget Public Hearing	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council to conduct a public hearing on the Town of Jackson's Fiscal Year 2025 budget.

Requested Action.

Staff requests that the Mayor & Council conduct a public hearing and consider approval of the attached Budget Resolution later in the meeting.

Recommendations.

Staff recommends that the Mayor & Council conduct the public hearing and approve the proposed Budget Resolution later in the meeting.

Background.

The Mayor and Council are required by Statute 16-4-109 and sound fiscal management practice to formally adopt an annual budget. A budget hearing must be held not later than the third Tuesday in June. After holding a public hearing, Council must adopt a budget. The budget then becomes the fiscal road map for management through which policies are implemented for the fiscal year beginning on July 1. By formally adopting the budget, the Mayor and Council are provided with a tool for measuring management's financial stewardship. Council met on April 16, May 7, and May 13, 2024 to review the FY2025 budget. Council and the Board of County Commissioners met on April 23, May 6, and May 14, 2024 to review joint department FY2025 budgets.

Analysis.

Town staff continues to work to balance current needs while preparing for a positive future, recognizing our responsibility to future generations. Fiscal transparency is a key priority, and this budget was prepared in accordance with applicable Wyoming Statutes and Town Ordinances. The proposed FY25 budget strives to:

- Investment in the Town's incredible staff to retain and recruit employees who provide quality services on which our community can rely.
- Resources to maintain and protect critical infrastructure including water and sewer.
- Clean drinking water, community safety, and consistent snow plowing.
- Improvements and new infrastructure added to Gregory Lane above and below ground.
- Allocations to support health and human service providers to deliver critical programs.
- A prudent reserve account providing a cushion for unforeseen challenges.

This budget includes a 0.5 Property Tax mill assessment with estimated revenues totaling \$510,582. With adoption of the budget, staff will follow the required State procedure and request the County Assessor assess 0.5 property tax mills within the Town of Jackson for Fiscal Year 2025.

Below staff has provided a summary of the proposed Fiscal Year 2025 Budget including all changes directed by Council to date.

TOWN OF JACKSON, WYOMING
ADOPTED BUDGET FOR FISCAL YEAR 2025
ALL FUNDS - FINANCIAL SOURCES AND USES

DESCRIPTION	GENERAL FUND	SPECIAL REVENUE	CAPITAL PROJECTS	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL FUNDS
Beginning Fund Balance	\$16,133,199	\$10,177,525	\$16,159,508	\$11,358,800	\$ 2,397,895	\$ 56,226,927
Revenues:						
Taxes	12,853,728	1,420,834	500,000	-	-	14,774,562
Licenses & Permits	1,534,843	842,000	325,000	-	-	2,701,843
Intergovernmental	15,835,834	12,943,693	516,154	175,000	-	29,470,681
Charges for Services	742,558	1,822,060	-	6,620,215	8,006,274	17,191,107
Fines & Forfeitures	310,000	-	-	-	-	310,000
Miscellaneous Revenue	1,218,377	1,346,372	913,900	468,880	104,800	4,052,329
Total Revenues	32,495,340	18,374,960	2,255,054	7,264,095	8,111,074	68,500,523
Transfers In	2,342,849	3,128,045	5,597,883	860,000	-	11,928,777
Total Sources	34,838,189	21,503,005	7,852,937	8,124,095	8,111,074	80,429,300
Expenditures:						
General Government	8,380,939	919,908	417,800	-	5,107,313	14,825,960
Public Safety	12,251,799	25,000	1,283,413	-	313,750	13,873,962
Public Works	3,875,617	-	13,892,500	12,254,198	3,568,672	33,590,987
Community Health & Human Services	1,567,651	-	-	-	-	1,567,651
Community Initiatives	530,700	1,644,398	-	-	-	2,175,098
Transit	-	17,392,354	270,580	-	-	17,662,934
Culture & Recreation	3,085,125	550,000	1,303,518	-	-	4,938,643
Debt Service	-	-	-	66,970	-	66,970
General Unallocated	390,232	-	-	-	-	390,232
Total Expenditures	30,082,063	20,531,660	17,167,811	12,321,168	8,989,735	89,092,437
Transfers Out	7,295,494	1,830,108	860,000	1,824,630	118,545	11,928,777
Total Uses	37,377,557	22,361,768	18,027,811	14,145,798	9,108,280	101,021,214
Ending Fund Balance	\$ 13,593,831	\$ 9,318,762	\$ 5,984,634	\$ 5,337,097	\$ 1,400,689	\$ 35,635,013
Change in Fund Balance	(2,539,368)	(858,763)	(10,174,874)	(6,021,703)	(997,206)	(20,591,914)

Per Council direction, Community Health & Human Services (HHS) and Community Initiatives are remaining items for Council discussion. Council requested that the Council, complete a final review of these two areas once Teton County had completed their review. On May 21, 2024 the Commissioners provided direction to fund Community Health & Human Services at the FY25 requested amounts and to fund Community Initiatives flat at the FY24 level, and to not fund any of the new applicants or the Community Housing Trust. Per Council discussion at the May 13, 2024, budget workshop, the proposed budget funds all applicants as requested including 15 Community Health & Human Services agencies in the amount of \$1,542,651 and 10 Community Initiatives agencies in the amount of \$202,700.

In addition, staff have provided below the Council change log showing Council and staff changes to the proposed FY2025 budget since its release to Council and the public on April 10, 2024.

Department	Account	Published		Increase (Decrease) to	
		Recommended	Updated	Fund Balance	Justification/Discussion
Town-Wide	Property Insurance	370,858	348,000	22,858	Quote came in under estimate on 4/30/2024
Town-Wide	Liability Insurance	107,500	135,783	(28,283)	Quote came in over estimate on 5/8/2024
Streets	Winter Plow Driver	-	37,833	(37,833)	Missed in recommended budget
Capital Projects	Radio System	618,105	593,105	25,000	Over budgeted
Communications	Spanish Translation	-	10,000	(10,000)	Converting written documents from English to Spanish.
Animal Shelter	Operating supplies	11,500	17,492	(5,992)	Updating Old Bill's operating supply account
Employee Housing	Master Lease	126,467	155,027	(28,560)	One new lease agreement entered into, offsetting revenue
START - Administration	Master Lease	276,993	271,118	5,875	One lease terminated, one lease added, offsetting revenue
General Fund	Total Compensation	14,605,955	13,906,762	699,193	Budget for salary savings
START - Operations	Battery Leases	533,880	-	533,880	Terminate the battery lease contract
		Changes to Fund Balance		<u>1,176,138</u>	

Possible Alternatives.

Direct staff to amend the proposed Fiscal Year 2025 Budget

Comprehensive Plan & Priority Alignment.

To successfully implement the Comprehensive Plan, Council must set priorities, be strategic, and be disciplined. A critical component is prioritizing and identifying the necessary level of funding to address desired goals, policies, and strategies, which is all critical to the successful implementation of Town Priorities and the Comprehensive Plan. In addition, many of the programs and strategies called for in the Comprehensive Plan come at an additional cost to the community that current funding levels cannot accommodate. Chapter 8 - Quality Community Service Provision calls for *"Timely, efficient and safe delivery of quality services and facilities in a fiscally responsible and coordinated manner."*

Fiscal Impact.

The adopted budget serves as guide for expenditures in the following fiscal year. The fiscal impact is summarized in the resolution accompanying this staff report.

Staff Impact.

The staff impact of preparing this information is estimated at over 350 hours for all department members participating in preparing budget requests and internal staff meetings.

Attachments or Links.

Resolution 24-11 adopting the Fiscal Year 2025 Budget.

Suggested Motion.

Option 1

No motion, action taken on the Fiscal Year 2025 Budget Resolution later on in the agenda.

OR

Option 2

I move to direct staff to revise Resolution 24-11 adopting the Town of Jackson's Fiscal Year 2025 budget as follows:

•

RESOLUTION 24-11

A RESOLUTION ADOPTING THE FISCAL YEAR 2024 BUDGET FOR THE
TOWN OF JACKSON, WYOMING.

WHEREAS, the Town of Jackson is subject to the provisions of the Uniform Municipal Fiscal Procedures Act as specified by Wyoming Statutes (W.S. 16-4-101 through 16-4-124); and

WHEREAS, pursuant to the Uniform Municipal Fiscal Procedures Act, the governing body for the Town of Jackson is required, by resolution or ordinance, to make the necessary appropriations and adopt a budget, subject to future amendment, for fiscal year 2025.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that the budget for fiscal year ending June 30, 2025 shall be as follows:

TOWN OF JACKSON, WYOMING
ADOPTED BUDGET FOR FISCAL YEAR 2025
ALL FUNDS - FINANCIAL SOURCES AND USES

DESCRIPTION	GENERAL FUND	SPECIAL REVENUE	CAPITAL PROJECTS	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL FUNDS
Beginning Fund Balance	\$16,133,199	\$10,177,525	\$16,159,508	\$11,358,800	\$ 2,397,895	\$ 56,226,927
Revenues:						
Taxes	12,853,728	1,420,834	500,000	-	-	14,774,562
Licenses & Permits	1,534,843	842,000	325,000	-	-	2,701,843
Intergovernmental	15,835,834	12,943,693	516,154	175,000	-	29,470,681
Charges for Services	742,558	1,822,060	-	6,620,215	8,006,274	17,191,107
Fines & Forfeitures	310,000	-	-	-	-	310,000
Miscellaneous Revenue	1,218,377	1,346,372	913,900	468,880	104,800	4,052,329
Total Revenues	32,495,340	18,374,960	2,255,054	7,264,095	8,111,074	68,500,523
Transfers In	2,342,849	3,128,045	5,597,883	860,000	-	11,928,777
Total Sources	34,838,189	21,503,005	7,852,937	8,124,095	8,111,074	80,429,300
Expenditures:						
General Government	8,380,939	919,908	417,800	-	5,107,313	14,825,960
Public Safety	12,251,799	25,000	1,283,413	-	313,750	13,873,962
Public Works	3,875,617	-	13,892,500	12,254,198	3,568,672	33,590,987
Community Health & Human Services	1,567,651	-	-	-	-	1,567,651
Community Initiatives	530,700	1,644,398	-	-	-	2,175,098
Transit	-	17,392,354	270,580	-	-	17,662,934
Culture & Recreation	3,085,125	550,000	1,303,518	-	-	4,938,643
Debt Service	-	-	-	66,970	-	66,970
General Unallocated	390,232	-	-	-	-	390,232
Total Expenditures	30,082,063	20,531,660	17,167,811	12,321,168	8,989,735	89,092,437
Transfers Out	7,295,494	1,830,108	860,000	1,824,630	118,545	11,928,777
Total Uses	37,377,557	22,361,768	18,027,811	14,145,798	9,108,280	101,021,214
Ending Fund Balance	\$ 13,593,831	\$ 9,318,762	\$ 5,984,634	\$ 5,337,097	\$ 1,400,689	\$ 35,635,013
Change in Fund Balance	(2,539,368)	(858,763)	(10,174,874)	(6,021,703)	(997,206)	(20,591,914)

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Town Council of the Town of Jackson, the preceding results in the following budgeted appropriations by fund and division for the fiscal year ending June 30, 2025:

General Fund

General Government	
Mayor & Town Council	\$ 439,193
Town Attorney	829,144
Municipal Judge	330,695
Administration	1,125,481
Internal Services	1,064,003
Finance	851,110
Communications & Strategic Initiatives	673,500
Information Technology	1,190,632
Planning	992,714
Town Facilities	884,467
Public Safety	
Police	6,454,024
Fire/EMS (County)	3,336,868
Emergency Management (County)	87,594
Communications Center (County)	910,001
Victim Services	447,616
Animal Shelter/Control	436,844
Building Inspections	578,852
Public Works	
Public Works Administration	659,943
Streets	2,336,645
Town Engineer	826,787
Yard Operations	52,242
Community Health & Human Services	
Community Health & Human Services	1,567,651
Community Initiatives	
Community Initiatives	530,700
Culture and Recreation	
Parks & Recreation (County)	2,919,210
Pathways	129,456
Memorial Park (Cemetery)	36,459
Unallocated	
Town-Wide Services & Insurance	390,232
Transfers Out	7,295,494
Total	<u>\$ 37,377,557</u>

Special Revenue Funds

Affordable Housing	
Community Development	\$ 1,638,898
Parking Exactions	
Community Development	5,500
Park Exactions	
Culture & Recreation	550,000
Employee Housing	
General Government	919,908
Transfers Out	134,687
Animal Care	
Public Safety	25,000
Transfers Out	100,000
Lodging Tax	
Culture and Recreation	-
Transfers Out	1,430,434
START Bus System	
Administration	2,091,123
Operations	7,870,451
Capital Outlay	7,430,780
Transfers Out	164,987
Total	<u><u>\$ 22,361,768</u></u>

Capital Projects Funds

Capital Projects (5th cent)

Public Works

Annual Street Maintenance	\$ 1,500,000
Annual R&M - Boardwalks	110,000
Annual R&M-Paint Projects	92,700
Broadway ADA (supplements WYDOT concrete slab replacement) - Jackso	800,000
S Park Loop Rd Turn Lane	500,000
North King Street Charter Bus & Gill Sidewalk (Water, Sewer) 550'-Lf	1,250,000
Broadway Inlets At Jean, Gros Ventre	40,000
Manholes/Cleanouts For Diversion At Garaman	150,000
Cemetery Stairs/Walkways	50,000
General ROW Improvements	50,000

Pathways

TOJ Bicycle Network Improvements	100,000
E-Bike Safety Improvements	300,000
Bike Racks	7,000
Pathway Bench	5,000
USFWS Connector & North Cache	35,000

Culture and Recreation

Parks & Recreation (County)	706,518
SK - Ice Rink Rubber Floor	150,000

Public Safety

Rifle Armor Plates	11,000
Jackson Hole Public Radio Safety Committee	593,015
Fire/EMS (County)	659,618
Emergency Management	19,780

Transit

Stilson - Transit Signal Priority	181,010
Stilson - Jorgenson 1 & 2	89,570

General Government

Security Upgrades for Council Chambers	70,000
Equity "House Cleaning" For Town Facilities/Properites - Comprehensive A:	30,000
Pw Yard Master Plan (Water & Sewer)	13,400
Pw Yard Facility Improvements (Water & Sewer)	33,400
Town Hall Elevator Control Replacement	175,000
Town Hall Upgrades	40,000
Town Hall Carpet & Paint Pd	31,000
155 Pearl - Install Repurposed Generator	25,000
Transfers Out	860,000

2010 SPET

Electrical Vehicle Charging Station (Fleet)	125,000
---	---------

2014 SPET

North Cache Pedestrian Streetscape Improvements (\$1,000,000) (Complete	10,000
Snow King/Maple Way	344,800
Gregory Lane Complete St/Drainage	850,000

2016 SPET

West Broadway Landslide	20,000
-------------------------	--------

2019 SPET

Gregory Lane Complete Street	8,000,000
Total	<u>\$ 18,027,811</u>

Enterprise Funds

Water Utility

Public Works

Maintenance and operations	\$ 1,395,231
Water wells	404,241
Billing, accounting, & insurance	337,684
Capital outlay	3,721,800
Debt service	66,970
Transfers Out	912,315

Sewage Utility

Public Works

Sewage plant operations	887,638
Maintenance and operations	899,557
Billing, accounting, & insurance	213,247
Capital outlay	4,394,800
Transfers Out	912,315
Total	<u>\$ 14,145,798</u>

Internal Service Funds

Employee Insurance	\$ 3,621,603
Fleet Management	2,673,672
Central Equipment	1,208,750
IT Services	<u>1,604,255</u>
Total	<u><u>\$ 9,108,280</u></u>

PASSED, APPROVED, & ADOPTED this 3rd day of June , 2024
Town of Jackson

By: _____
Hailey Morton Levinson
Mayor

ATTEST:

By: _____
Riley Taylor
Town Clerk

STAFF REPORT



Meeting Date:	June 3, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Finance	Presenter:	Kelly Thompson
Agenda Item:	Public Hearing – 2025 Annual Fee Schedule	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council sets fees for the organization either through ordinances or through the proposed annual resolution. The Council must conduct a public hearing at a separate meeting prior to adopting a fee schedule.

Requested Action.

The requested action is for Council to conduct a public hearing on the proposed annual fee schedule and direct staff to complete desired amendments for consideration on June 17, 2024.

Recommendations.

Staff recommends the Town Council consider and provide any amendments to the proposed fees, and conduct the public hearing for the proposed annual fee schedule.

Background.

Per Municipal Code 1.01.120 - Fee schedules are allowed to be changed by resolution subject to public hearing as follows:

“Wherever in this Code it is provided that fees, rates or charges are in the amount established by resolution or are as established by resolution, such resolution shall be subject to a public hearing at a regular or special meeting of the Town Council prior to the date at which the resolution is considered for passage by the Town Council.”

Town Council approved last year’s annual fee schedule as part of the budget process on June 5, 2023, and subsequently amended it for corrections and edits on October 17, 2023.

Analysis & Key Questions.

Council and Staff discussed fee schedule adjustments at the April 16, 2024, and May 13, 2024, budget workshops. Council directed staff to include for final Council consideration an increase to all fees by 3.48%, the 12-month Consumer Price Index change as of January 2024. In addition, staff presented, and Council discussed seven new fees for final consideration by Council as follows:

- Credit Card Transaction Fee – 2.55% per transaction.
- Application Submittal Fee - \$5 per application
- Sewer and Water County Connection Request (Application) Fee
 - o Single Lot - \$100
 - o Central System - \$1,000
 - o Staff Review - \$131 per hour
 - o Fees are for Each Utility Connected
- Sewer and Water Connection and Use Agreement Fee
 - o Single Lot - \$100
 - o Central System - \$1,000
 - o Staff Review - \$131 per hour
 - o Fees are for Each Utility Connected
- Engineering Inspections - \$80/hour
- Commercial Water Supply - \$5.85 per 1000 gallons

Staff will present the fee schedule resolution for adoption at the June 17, 2024 regular Town Council meeting subject to direction provided at this meeting. If approved the resolution and new fees would be effective on July 1, 2024.

Alternatives.

- Council could defer the effective date beyond July 1, 2024.
- Direct staff to add additional new fees or amend the proposed annual schedule resolution for consideration at the June 17, 2024 Town Council meeting.
- Other

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. In order to continue to provide and maintain quality community services, fee schedules need attention on an annual basis in order to offset the cost of providing some of those services.

Fiscal Impact.

The fiscal impact of adjusting current fees by 3.48% CPI is approximately \$200,000 - \$300,000. The variance is due to the unknown volume and size of permits, licenses, etc. that are issued on an annual basis.

The fiscal impact of the new fees is approximately \$130,000. This is based on staff's estimate of the number of transactions, online application, inspections, etc. at the proposed fee.

Staff Impact.

The staff impact of updated fees is approximately 5 hours to update all related applications, documents, websites, etc. that are tied to the fee schedule. It also includes the time necessary to print, obtain signatures, post online, and record the resolution in the permanent record books for the Town of Jackson.

Attachments or Links.

Fee Schedule Resolution 24-13
Appendix A: Fee Schedule

Suggested Motion.

No motion is required at this time, only the completion of a public hearing on the proposed changes. Formal consideration of the annual fee resolution will occur on June 17, 2024.

RESOLUTION 24-13

A RESOLUTION SETTING FEES, COSTS, AND CHARGES (A FEE SCHEDULE)

EFFECTIVE JULY 1, 2024

WHEREAS, the Town Council acknowledges there are fees and costs identified in the Town of Jackson Municipal Code; and

WHEREAS, the Town Council acknowledges that in order to continue to maintain quality community services, fee amounts need to be reviewed on an ongoing basis and adjusted from time to time to offset the cost of providing those services; and

WHEREAS, the Town Council plans to expand community engagement during the annual budget process to include fee updates; and

WHEREAS, on March 15, 2021, the Town Council approved Ordinance 1280 which amended and reenacted sections of the Jackson Municipal Code allowing fees that may be set by resolution, to be set by resolution, and removes those fees from the Jackson Municipal Code; and

WHEREAS, The Town Council, by adoption of this resolution adopts the Town of Jackson Fee Schedule, attached hereto as Appendix A, and rescinds all previous fee schedules; and

WHEREAS, this Fee Schedule is not applicable to governmental entities doing business with the Town of Jackson, nor is it applicable for interdepartmental transactions; and

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on June 17, 2024, at a Regular Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that the fee schedule is hereby amended as follows:

The Jackson Town Council adopts this Resolution 24-13, replacing the previous Town of Jackson Fee Schedule, with the updated Fee Schedule attached hereto as Appendix A.

PASSED, APPROVED, AND ADOPTED this 17th day of June 2024.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST: _____

Riley Taylor, Town Clerk

**RESOLUTION 24-13, APPENDIX A
FEE SCHEDULE, EFFECTIVE 7/1/2024**

This Schedule excludes Water, Sewer, and Capacity Fees found in Title 13

Business License		\$ Current Fee
5.16.010	Sales Tax Collecting	
	less than 10 employees	130.00
	11-49 employees	261.00
	50-99 employees	391.00
	100 employees, or more	652.00
5.16.020	Non-Sales Tax Collecting	
	less than 10 employees	170.00
	11-49 employees	378.00
	50-99 employees	509.00
	100 employees, or more	848.00
5.16.025	Independent Contractors and Agents	130.00
5.16.027	Commercial Rentals	132.00
5.16.027	Residential Rentals	132.00
5.06.130	Solicitation - Commercial	132.00
5.06.150	Solicitation - Highway or Street	132.00
5.20.010	Installation Permit	33.00
5.32.040	Pawnbroker	34.00
5.20.020	Exposition Licenses	
	5 or fewer vendors; for-profit expositions	136.00
	more than 5 vendors; for-profit expositions	272.00
	5 or fewer vendors; non-profit expositions	68.00
	more than 5 vendors; non-profit expositions	136.00
5.12.080 A	Application Fee, Non-Refundable Portion	
	processing fee for denied license	49.00
5.04.026 B	Renewal Late Fee	
	\$32 per month on January 31st	33.00
5.12.130	Change of Location Fee	
	notice given on new application	49.00
Ground Transportation		\$ Proposed Fee
5.50.040 B	Transportation License	
	< 10 employees	130.00
	> 10 employee	261.00
5.50.050 B	Vehicle License Permit	
	>30 mpg	50.00
	< 30 mpg	75.00
5.50.060 B	Operator License Permit	
	new	124.00
	renewal	63.00
5.50.085	Taxi Fares	
	see Resolution #21-10 "A RESOLUTION ESTABLISHING A GROUND TRANSPORTATION FARE MAP"	
	https://www.jacksonwy.gov/575/Taxi-Fee-Information	
Miscellaneous		\$ Proposed Fee
Public Records		
	Copy	
	electronic document, <i>per document</i>	12.00
	black and white paper	0.28/page
	color paper	0.55/page
	Plotted Map	
	size 11x17, each	16.00
	size 24x36, each	39.00
	size 36x54, each	55.00
	Photograph	16.00

Police Report		
LDRs and Comprehensive Plan		64.00
Research / Compilation Services		17.00
External electronic media (disk, usb drive, etc.)		16.00
Postage / shipping		actual cost
Other special circumstances		actual cost
Vehicle Inspection		10.00
Application Submittal Fee		\$5/application
Credit Card Transaction Fee		2.55%/transaction
Commercial Water Supply		\$5.85/1,000 gallons
Public Intoxication Administrative Fee (Set by Ordinance)		25.00
DUI Administrative Fee (Set by Ordinance)		
	Convicted	800.00
	Deferred	750.00
Boot list Administrative Fee (Set by Ordinance)		50.00
Municipal Court Record Search		10.00
Jackson Hole Airport		
2.36.120	Passenger Boarding Fee	
	Per passenger enplaning commercial aircraft, not to exceed	6.00
Liquor License		\$ Proposed Fee
6.20.006 C	Annual Liquor License	
	Bar and Grill: renewal	3,105.00
	Bar and Grill: new application	10,500.00
	Limited Retail (Club)	517.00
	Microbrewery	500.00
	Resort	3,000.00
	Restaurant	3,000.00
	Retail	1,500.00
	Satellite Manufacturer	100.00
	Satellite Winery	100.00
	Winery	500.00
6.20.006 D	Temporary, 24-Hour Permits	
	Catering	50.00
	Malt Beverage	50.00
	Manufacturer's Off-Premises	50.00
Animal Shelter Impounding, Board, Adoption		\$ Proposed Fee
7.02.040 B	Capture of Animals, Impoundment	
	First	34.00
	Same animal, second within one year	48.00
	Same animal, third within one year	67.00
	Same animal fourth and more within one year	135.00
	Impoundment, Boarding	
	First 24-hours included in impoundment fee	-
	per animal for each 24-hours	20.00
7.02.050	Adoption	
Res 09-04	Dog, impounded for 7+ days	121.00
Res 09-04	Cat, impounded for 7+ days	105.00
Animal Control, Dog and Cat License		\$ Proposed Fee
7.12.020	Dog, annual fee	66.00
	Cat, annual fee	66.00
	Owner Surrender	38.00
	Rabies voucher	28.00
	Teton County License	28.00
	Altered	11.00
	Unaltered	28.00

Health and Safety, Alarms		\$ Proposed Fee
8.32.090	Police response to a false alarm	214.00
Waste Reduction Fee (Plastic Bag)		\$ Proposed Fee
8.36.020 J	Consumer Waste Reduction Fee, paper or plastic bag	0.20
8.36.050 A	Store retains	0.10
8.36.050 B	Remit to Town of Jackson	0.10
8.36.070 D	Late remittance to Town of Jackson	10.00
8.36.070	Audit and Violations	
8.36.070 C	First conviction	57.00
8.36.070 C	Second conviction	114.00
8.36.070 C	Third Conviction goes to Municipal Court	-
Engineering Fees		\$ Proposed Fee
	Sewer and Water County Connection Request (Application) Fee	
	Single Lot	100.00
	Central System	1,000.00
	Staff Review	\$131/hour
	Fees are for each utility connected	
	Sewer and Water Connection and Use Agreement Fee	
	Single Lot	100.00
	Central System	1,000.00
	Staff Review	\$131/hour
	Fees are for each utility connected	
	Inspections	\$80/hour
Encroachment Permit		\$ Proposed Fee
12.08.030	Encroachment Agreements	
	Deposit on Application: Non-Refundable, applied to final request	52.00
	Request for Encroachment	622.00
	Encroachment Agreement	622.00
	Crane in PROW (set in crane agreements, per license)	
	Crane Swing in PROW (set in crane agreements, per license)	
	Amendments to Agreements: Half the cost of the Agreement Fee	
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work)	
12.08.060	Encroachment Activity:	
	Minimum Fee: Non-Refundable, applied to full Permit Fee	52.00
	Amendment to Permit: Non-refundable	26.00
	Utility Excavation in public street - per utility	517.00
	Utility Excavation in public alley - per utility	310.00
	Utility Excavation in public easement - per utility	310.00
	Driveway cuts/curb cuts installation/replacement - each	186.00
	Curb and gutter installation - each block	186.00
	Sidewalk installation - each block	186.00
	Construction-related, occupy street travel lane - per 50 ft of lane/day	78.00
	Construction-related, occupy bike travel lane/pathway/cycle track - per 50 ft of lane/day	21.00
	Construction-related, occupying sidewalk and buffer area - per 50 ft of lane/day	16.00
	Construction-related, occupy public alley - per day	186.00
	Construction-related, occupy time-restricted parking space - per space/day	92.00
	Construction-related, occupy non-time restricted parking space - per space/day	52.00
	House moving-per mile/day in town	1,320.00
	Other, as deemed appropriate by Public Works Director	
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work)	
	Excavation, Construction, and Occupancy fees are cumulative	

Fees are per the table unless otherwise noted, conditioned, or regulated (e.g. restrictions for winter snow removal ordinance). Minimum permit fees may apply. Minimum pay quantity is as shown.

Fees, other than the Deposit on Permit, are non-refundable unless staff determines that it was notified prior to the permitted dates that the permit activity would not occur.

Full lane closure is inclusive of adjacent parking, does not include sidewalk and buffer area fee.

Fee Waivers are in accordance with the Planning Permit Fee Waiver policy or other established agreements.

Parklet Permit		\$ Proposed Fee
12.10.050 A	Annual Parklet fee	3,500.00
Special Event Permit		\$ Proposed Fee
12.28.050 F	Applicants:	
	Non-Profit	30.00
	For-Profit, including commercial film/photo	1,035.00
	Expressive Activity	-
Planning Permit		\$ Proposed Fee
	Fee Waiver	
	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.	
	Fees are non-refundable once processing has commenced unless staff has determined that the permit is unnecessary.	
	General Pre-Application Conference (per Pre-App meeting)	
	Sketch Plan, Special Use, Planned Unit Development	794.00
	Conditional Use, Development Plan, Map Amendment	397.00
	Development Option Plan	397.00
	Grading & Erosion Control	199.00
	Optional/Elective Conference with:	
	Staff	199.00
	Planning Commission or Town Council	original fee
	Design Review Committee	264.00
	Physical Development	
	Sketch Plan, Development Plan	3,309.00
	Sign Permit	
	Per Sign	99.00
	Master Signage Plan	397.00
	Basic Use Permit	662.00
	Basic Use Permit - Short-Term Rental	
	Initial Application Fee - per bedroom	517.00
	Annual Renewal Fee	517.00
	Conditional Use Permit	
	Use Permit only	3,309.00
	Concurrent with application requiring public hearing	662.00
	Special Use Permit	3,309.00
	Development Option or Subdivision	
	Development Option Plan	662.00
	Subdivision Plat, <i>plus technical review fee</i>	1,324.00
	Exempt Land Division	no charge

Boundary Adjustment	
Plat Required, <i>plus technical review fee</i>	1,324.00
Without Plat, <i>plus technical review fee</i>	596.00
Interpretations	
Formal Interpretation	662.00
Zoning Compliance Verification	662.00
Amendments	
LDR Text	1,986.00
Zoning Map	1,986.00
Planned Unit Development	1,986.00
Relief	
Administrative Adjustment	662.00
Variance	662.00
Appeal of Administrative Decision	662.00
Beneficial Use Determination	1,324.00
Enforcement	
After-the-Fact Permit	initial fee x 2
Amendments of Permits or Approvals	
Re-Submittal while in review process	half initial fee
To approved plans and permits, <i>fee for permit review required by net change in density/inte</i>	calculation
To condition requiring Council approval	662.00
Miscellaneous	
Administrative decision elevated to public hearing	662.00
	103.00

Building Permit (IBC)		\$ Proposed Fee
15.04.020 7	Deposit on Building Permit	
	Non-refundable, applied to full BP fee	551.00
15.04.090	New Buildings and Additions	
	Single Family Residence	1.60/sf
	Commercial, Office, Multi-family and similar	1.06/sf
	Warehouse, storage and similar	1.06/sf
15.04.090	Remodels and Alterations	
<u>Total Valuation</u>	<u>Fee Calculation</u>	
\$1 to 17,000		281.00
\$17,001 to 40,000	\$281 for the first \$17,000 plus \$11 \$12 for each additional \$1000 or fraction thereof, to and including \$40,000	
\$40,001 to 100,000	\$536 for the first \$40,000 plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000	
\$100,001 to 500,000	\$1,131 for the first \$100,000 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$500,000	
\$500,001 to \$1million	\$4,214 for the first \$50,000 plus \$5 for each additional \$1,000 or fraction thereof, to and including \$100,000	
\$1,000,001 to \$5million	\$6,967 for the first \$100,000 plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000	
\$5million +	\$20,181 for the first \$500,000 plus \$1 for each additional \$1,000 or fraction thereof	
	Plan Review Fee	
	Plan review fee assessed @ 65% of building permit fee (cost per/sf + cost per total valuation as provided above)	
15.04.090	Other Inspections	
	Outside normal business hours	110/hr
	Re-inspection under Section 305(g)	83/hr
	No fee specifically indicated	83/hr
	Review of revisions made to Approved Plan	110/hr
Mechanical Permit (IMC)		\$ Proposed Fee
15.12.030	Mechanical / Fuel Gas Permit	
	For the issuance of each permit	55.00
	For issuing each supplemental permit	22.00

	Install or relocate gravity/forced air furnace to 100,000 btu/h	28.00
	Install or relocate gravity/forced air furnace over 100,000 btu/h	33.00
	Install or relocate each floor furnace, including vent	24.00
	Install or relocate suspended, recessed or floor mounted heater	24.00
	Install, relocate or replace appliance vent	17.00
	Repair or alter any heating, cooling, absorption or evaporative system	22.00
	Install or relocate boiler or compressor to 3 hp	24.00
	Install or relocate absorption system to 100,000 btu/h	24.00
	Install or relocate boiler or compressor 3-15 hp	44.00
	Install or relocate absorption system 100,000-500,000 btu/h	44.00
	Install or relocate boiler or compressor 15-30 hp	61.00
	Install or relocate absorption system 500,000-1,000,000 btu/h	61.00
	Install or relocate boiler or compressor 30-50 hp	93.00
	Install or relocate absorption system 1,000,000-1,750,000 btu/h	93.00
	Install or relocate boiler or compressor over 50 hp	166.00
	Install or relocate absorption system over 1,750,000 btu/h	166.00
	Each air-handling unit up to 10,000 cfm and attached ducts	22.00
	Each air-handling unit over 10,000 cfm	33.00
	Each evaporative cooler other than portable type	22.00
	Each ventilation fan attached to a single duct	17.00
	Each ventilation system not part of heating or air conditioning system	22.00
	Installation of hood system serving any mechanical exhaust, including ducts	22.00
	Install or relocate domestic type incinerator	33.00
	Install or relocate commercial or industrial incinerator	126.00
	Install, relocate or alter any unclassified equipment	22.00
	Install Hydronic Heating- up to 1000 sq. ft	24.00
	Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft	38.00
	Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft	55.00
	Install Hydronic Heating- 5001 sq. ft. and over	83.00
	Gas-piping Systems to 5 outlets	17.00
	For each additional Gas-piping System outlet, per outlet	5.00
15.12.030	Inspections	
	Inspections outside normal business hours	110/hr
	Re-inspection fee	83/hr
	For which no fee is specifically indicated	83/hr
	Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	110/hr

Electrical Code		\$ Proposed Fee
15.20.010 3	Valuation of Electrical Work	
	1.00 to 500	39.00
	500.01 to 600	46.00
	600.01 to 700	51.00
	700.01 to 800	55.00
	800.01 to 900	61.00
	900.01 to 1,000	66.00
	1,000.01 to 1,100	70.00
	1,100.01 to 1,200	76.00
	1,200.01 to 1,300	82.00
	1,300.01 to 1,400	87.00
	1,400.01 to 1,500	91.00
	1,500.01 to 1,600	97.00
	1,600.01 to 1,700	102.00
	1,700.01 to 1,800	107.00
	1,800.01 to 1,900	113.00
	1,900.01 to 2,000	118.00
	2,000.01 to 3,000	133.00
	3,000.01 to 4,000	154.00
	4,000.01 to 5,000	174.00
	5,000.01 to 6,000	195.00
	6,000.01 to 7,000	216.00

7,000.01 to 8,000	237.00
8,000.01 to 9,000	258.00
9,000.01 to 10,000	278.00
10,000.01 to 11,000	298.00
11,000.01 to 12,000	320.00
12,000.01 to 13,000	340.00
13,000.01 to 14,000	361.00
14,000.00 to 15,000	382.00
15,000.01 to 16,000	403.00
16,000.01 to 17,000	444.00
17,000.01 to 18,000	465.00
18,000.01 to 19,000	485.00
19,000.01 to 20,000	506.00
20,000.01 to 21,000	528.00
21,000.01 to 22,000	547.00
22,000.01 to 23,000	568.00
23,000.01 to 24,000	589.00
24,000.01 to 25,000	612.00
25,000.01 to 50,000 = -\$612.00 for the first \$25,000.00, plus \$11.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	
50,000.01 to 100,000 = \$1,000.00 for the first \$50,000.00, plus \$10.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	
100,000.01 and Up = -\$1,518.00 for the \$100,000.00 plus \$8.00 for each additional \$1,000.00 or fraction thereof	
Connect all temporary services	

Plumbing Permits

		\$ Proposed Fee
15.24.030	Plumbing and Fuel Gas Permits	
	For issuing each permit	55.00
	For each plumbing fixture on one trap or set of fixtures on one trap (including water, drainage piping and backflow protection)	17.00
	For each building sewer and trailer park sewer	28.00
	Rainwater systems – per drain (inside building)	17.00
	For each water heater and/or vent	17.00
	For each gas-piping system of one to five outlets	17.00
	For each additional gas-piping system outlet, per outlet	5.00
	For each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen type grease interceptors functioning as fixture traps	17.00
	For each installation, alteration or repair of water piping and/or water treating equipment, each fixture	17.00
	For each repair or alteration of drainage or vent piping, each fixture	17.00
	For each lawn sprinkler system on any one meter including backflow protection devices	17.00
	For atmospheric-type vacuum breakers not included in Item #10:	
	1 to 5 each	17.00
	over 5 each	5.00
	For each backflow protective device, other than atmospheric-type vacuum breakers:	
	2 inch diameter and smaller	17.00
	over 2 inches in diameter	28.00
	Install Hydronic Heating- up to 1000 sq. ft	24.00
	Install Hydronic Heating- 1001 sq. ft. - 2500 sq. ft	38.00
	Install Hydronic Heating- 2501 sq. ft. - 5000 sq. ft	55.00
	Install Hydronic Heating- 5001 sq. ft. and over	83.00
	For each Fire Sprinkler System	17.00
	Inspections	
	Inspections outside normal business hours	110/hr
	Re-inspection fee	83/hr
	Inspections for which no fee is specifically indicated	83/hr
	Additional plan review required by changes, additions, or revisions to approved plans (minimum charge 1 hour)	110/hr

Flood Damage Prevention		\$ Proposed Fee
15.30.110	Floodplain Development Permit	
	Deposit on Permit: Non-Refundable, applied to full Permit Fee	52.00
	Scale of project is determined by the Floodplain Administrator and examples of projects are included in the application:	
	Small Scale	310.00
	Large Scale	776.00
	Floodplain Map Revision (CLOMR and LOMR) Application	1,242.00
	Permit Revisions: half the cost of the original permit	
	Variance Application	776.00
	No Fee Specifically Indicated	155/hr
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	actual cost
Contractor Licensing		\$ Proposed Fee
15.36.040 i	Classification:	
	General Contractor (Class A)	441.00
	Building Contractor (Class B)	441.00
	Building Contractor Restricted (Class Br)	441.00
	Residential Contractor (Class C)	441.00
	Electrical Contractor	441.00
	Low Voltage Electrical Contractor	441.00
	Plumbing Contractor	441.00
	HVAC Contractor	441.00
	Woodstove/Gas Stove Installer	441.00
	Gas Service Contractor	441.00
	Lawn Sprinkler Installer	441.00
	Water Conditioning Installer	441.00
	Refrigerator Contractor	441.00
	Fire Sprinkler Contractor	441.00
15.36.050 G	Certificates of Qualification	
	Initial Certificate	166.00
	Renewal of Certificate	83.00
Demolition Standards		\$ Proposed Fee
15.38.010	Demolition Permit	
	Deposit on Permit: Non-Refundable, applied to full Permit Fee	52.00
	Demolition Permit	259.00
	Permit Revisions: half the cost of the original permit	
	No Fee Specifically Indicated	155/hr
	Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)	
	Third Party Technical Review	actual cost
Grading, Erosion Control, and Stormwater Management		\$ Proposed Fee
LDR: 5.7	Grading Permit	
	Deposit on Grading Permit: Non-Refundable, applied to full Grading Permit Fee	52.00
	Individual Residential (Primary + 1 accessory):	
	Statement	207.00
	Plan Level	621.00
	Multi-Unit Residential (3+ Units)	
	Statement	207/unit
	Plan Level	362/unit
	Multi-Lot Residential/Subdivision: Plan Level Only	362/lot
	Commercial Development: \$0.10/square foot of total development area; minimum fee \$200	
	Permit Revisions: half the cost of the original permit	
	Fee Specifically Indicated: \$100/hour/reviewer	

Compliance Fees: Two times the regular fee (Failure to obtain permit prior to commencing the work - not including Emergency Waiver)

Third Party Technical Review

actual cost

Cemetery

\$ Proposed Fee

Res 05-28

Fees:

Internment - Open/Close Full	510.00
Internment - Open/Close Cremation	72.00
Weekend / Holiday Charge	145.00
Deed Filing Fee	29.00
Winter Charge (Dec 1 - April 30)	145.00
Plot Purchase - Full	437.00
Plot Purchase - Cremation/Infant	145.00
Disinterment - Open/Close Full	656.00
Disinterment - Open/Close Cremation	145.00

STAFF REPORT



Meeting Date:	June 3, 2024	Meeting Title:	Regular Town Council
Submitting Department:	Planning Department	Presenter:	Katelyn Page
Agenda Item:	P24-065: Request for a Conditional Use Permit at 185 S. Willow Street	Public Comment:	Yes

Purpose & Policy Considerations.

A Conditional Use Permit (CUP) is required in the Public/Semi-Public—Town (P/SP) zoning district by the Town of Jackson Land Development Regulations (LDRs) for new and expanded uses. CUPs require review and approval by Town Council.

Requested Action.

The applicant, Teton County, requests approval of a CUP for an expansion of 3,285 sf of Office use at the property located at 185 S. Willow Street.

Recommendation.

The Planning Director recommends **approval** of a CUP for an expansion of 3,285 sf of Office use at the property located at 185 S. Willow Street subject to this staff report, the departmental reviews attached hereto, and the following four (4) conditions:

1. The applicant shall revise the driveway and curb cut design not to exceed a width of 20' within the public right-of-way and pedestrian frontage.
2. At no time may vehicles parked on the property encroach the pedestrian sidewalk or public right-of-way.
3. The applicant shall construct a continuous sidewalk to the satisfaction of the Town Engineer and Pathways Coordinator for the section of the pedestrian frontage which crosses the driveway.
4. Determination of, and provision for, any newly generated off-street parking for the General Services Building shall be deferred until Master Planning of the municipal complex and construction of the proposed Teton County Courthouse project are complete.

Key Policy Questions.

Staff identified two key policy questions for consideration at this time:

1. Does Council support a curb cut for vehicular access from S. Willow Street?
2. Does Council support a condition for deferred parking compliance until Master Planning of the municipal complex and construction of the proposed Teton County Courthouse project are complete?

Background.

Project Location

The property located at 185 S. Willow Street is legally described as PT. LOT 2, BLK. 5, CACHE Creek Third Addition to the Town of Jackson. An aerial photo and zoning map of the Property are shown on the following page:



Existing Conditions

The General Services Building (GSB) at 185 S. Willow Street is an existing 7,500 sf building used as administrative offices for Teton County. It is part of the wider municipal complex serving Teton County and the Town of Jackson that includes 145 E. Simpson St (Clifford P. Hansen Courthouse – Victim Services), 180 S. King Street (Teton Co. Courthouse), 150 E. Pearl Ave (Town Hall), and 175 S. Willow Street (Jail and Dispatch). The property at 185 S. Willow Street and the wider municipal complex properties are zoned Public/Semi-Public (P/SP). Properties to the immediate east and south are zoned Office Residential (OR).

Parking for the existing use at 185 S. Willow Street is shared among all uses in the municipal complex. There are a total of 85 onsite vehicle parking spaces of which 14 are located behind the jail's fence and require security access. An additional 25 spaces are located at 140 E. Simpson Avenue which is a vacant lot owned by Teton County. There are currently a total of 6 on-street parking spaces immediately adjacent to the General Services Building along E. Simpson Avenue and S. Willow Street. To staff's knowledge there is currently no comprehensive analysis of all the uses and the required parking for those uses in the municipal complex.

Master Planning - Proposed Courthouse Construction

Teton County Commissioners recently directed County staff to develop designs for construction of a new Teton County Courthouse and Sheriff Office/Detention Facility. As a result of that directive, County staff and stakeholders have been working to develop spatial and planning concepts on the current municipal complex site. Per the applicant, detailed Master Planning is expected to be completed by year end 2024 and encompasses 145 E. Simpson St (Clifford P. Hansen Courthouse), 180 S. King Street (Teton Co. Courthouse), and 175 S. Willow Street (Jail and Dispatch). The proposed scope of that project will impact the overall floor area, campus circulation, and parking demand at the municipal complex including vehicle spaces shared by the GSB.

Proposed Use

The applicant is seeking a CUP to increase the floor area of the Office use by 3,285 sf for a total of 10,785 sf (gross). Per the applicant, Teton County administration requires additional floor area to accommodate existing employees and to self-perform some small building and maintenance projects. Of the expanded floor area, approximately 950 sf is allocated for tool storage and an enclosed garage bay accommodating one vehicle space. An open carport is provided adjacent to the enclosed garage and accommodates one vehicle space. Also per the applicant, no additional full-time employees are expected to be hired at this time by Teton County to occupy this expanded floor area. It is intended to provide additional space to existing employees and functions that are currently part of Teton County operations. Thus, as proposed, there would be no practical increase in demand for parking.

Proposed landscaping and site plan changes include a new 26' wide curb cut off S. Willow Street, additional plant units, and improved pedestrian amenities and entrance at the west side of the structure. In a response to staff and Planning Commission review, the applicant reduced the curb cut width from approximately 34' to 26' as detailed further below in the Planning Commission section of the staff report on page 6. Per the applicant, the design of the proposed addition continues the architectural style of the existing structure and is intended to coexist with other buildings at the municipal complex.

Office use in the P/SP zone requires vehicle parking of 3.3 spaces per 1,000 sf. A total of 2 vehicle parking spaces are proposed with the expanded use. The garage parking space is intended to accommodate a maintenance vehicle utilized for light construction projects performed by the County. The applicant has clarified that the

carport is intended for parking maintenance vehicles but that no onsite vehicle maintenance is proposed at this location. The carport vehicle space is also proposed to be used by office staff when no maintenance vehicle is parked in the open carport. The introduction of a curb cut along S. Willow Street will result in the loss of one on-street space reducing on-street parking immediately adjacent to the GSB from 6 to 5 spaces in total. The CUP does not propose to provide any additional vehicle parking spaces at this time but to continue shared use of vehicle parking spaces provided onsite in parking lots accessed from E. Simpson Avenue (34 spaces and 25 spaces) and E. Pearl Avenue (37 spaces). Per the applicant, the 14 spaces located in secured access lot east of the Jail and Dispatch will not be accessible or utilized by employees working in the GSB. However, as stated above, because the proposed additional space is intended for existing staff and not additional staff, there is no practical increase in demand for parking at this time due to the proposal.

The P/SP zone is intended for uses that are public or semi-public nature. It also provides flexibility for uses that often have unique functional needs that cannot be accommodated in other zoning districts. As such, the LDRs do not specify a maximum floor area ratio (FAR), required setbacks, minimum landscape surface ratio (LSR) or other dimensional standards such as height for the P/SP zone. A summary of the proposed development and use standards is provided below.

Summary of Proposed Development and Use Standards			
Item	P/SP Requirement	Proposed	Comment
Vehicle Parking	11	2 onsite	Complies as conditioned.
Bicycle Parking	1 ST and 1 LT space	2 ST and 1 LT space	Complies.
Affordable Workforce Housing Mitigation	Exempt	No required mitigation.	Complies.
Building Setbacks	N/A	North – 17' (to jail structure) South – 5'-4" East – 11'-6" West – 26'	Complies.
Building Height	N/A	Existing Structure 35'-9" Proposed Addition 22'-4 5/8"	Complies.

Analysis.

The purpose of a CUP is to individually and publicly review the configuration, density, and intensity of a use that is generally compatible with the character of a zone, but requires additional, site-specific conditions to limit and mitigate effects that may be adverse to the desired character of the zone. After reviewing the applicant's submittal, staff find that the proposed use is compatible with the intended character of the P/SP zone.

Visual, Nuisance, and Environmental Impacts

Per the applicant, the configuration and location of the expanded floor area and access is largely driven by the floor plans of the existing structure and proximity of neighboring municipal structures meaning some limitations exist in terms of floor plan and access. The proposed expansion utilizes available site area north and west of the

building's existing footprint. A new curb cut along S. Willow Street provides access to the proposed garage and carport which, per the applicant, would not be feasible from the west or north interior of the site due to existing structures and secured areas of the Jail and Dispatch building. In order to minimize the impact of the additional curb cut to public facilities – the pedestrian sidewalk and bollard protected seasonal bike path along S. Willow Street designated as a Safe Routes to School – staff recommend conditions of approval that vehicles parked at the property may not block the pedestrian sidewalk and that the driveway and curb cut not exceed a width of 20' within the public right-of-way and pedestrian frontage. This standard is consistent with the maximum curb cut width allowed in residential zones. This allows the driveway and parking surface to flare wider than 20' once on the property. For reference, staff note the adjacent Office Residential (OR) zone allows a maximum width of 24' for curb cuts.

In general, uninterrupted stretches of sidewalk without curb cuts are preferable for bike and pedestrian traffic. However, should the S. Willow Street curb cut be supported by Council, the Pathways Coordinator recommends a condition of approval that a continuous sidewalk design be utilized adjacent to the driveway. This means the sidewalk elevation does not dip down as it crosses the driveway but matches the sidewalk elevation on either side of the driveway. Concrete sidewalk surfaces and texture shall continue uninterrupted across the entire access driveway.

Per the applicant, the height of the proposed addition is 14' lower than that of the existing structure thus does not challenge the scale of surrounding buildings. The design partially shrouds the existing exposed egress stair tower and fully encloses the proposed garage space. The proposed carport is enclosed on three sides and setback into the building's massing leaving the eastern side of the carport open but no closer to the property line than the plane of the enclosed garage. This serves to minimize adverse visual or nuisance impacts while fulfilling the unique functional needs of the proposed use.

No adverse environmental impacts from the proposed use have been identified at this time.

Vehicle and Bicycle Parking

Per LDR Sec 6.2.2.A.2, an applicant for a change of (or expanded) use shall only be required to additionally provide the difference between the vehicle parking requirement of the existing use and the proposed use, regardless of the actual vehicle parking that exists. Therefore, staff reviewed only the vehicle parking requirement of the expanded use. Office use requires 3.3 vehicle spaces per 1,000 sf yielding a total of 11 vehicle parking spaces required for the proposed 3,285 sf expansion. The applicant proposes 2 vehicle spaces provided onsite within the garage and carport. As no comprehensive analysis of all the uses and required parking for those uses in the municipal complex currently exists to staff's knowledge, and a Master Planning exercise for the wider municipal complex is expected to be complete by yearend 2024 per the applicant, the applicant feels it is infeasible and counterproductive at this time to propose a redesign of the existing site to accommodate the additional 9 required spaces when the site is proposed for redesign and reconstruction in the near future. Staff support this reasoning and include a recommended condition of approval that determination of, and provision for, any newly generated off-street parking for the GSB shall be deferred until Master Planning of the municipal complex and construction of the proposed Teton County Courthouse project are complete. This does not mean that provision of any required parking is waived for the CUP but rather may be completed at a later time.

Bicycle parking is required for new and expanded uses that generate off-street parking. Without a baseline for whether current vehicle parking provision meets demand at the municipal complex, staff are unable to

determine if new vehicle parking is being generated. This in turn means a bicycle parking requirement is indeterminable at this time. However, the applicant proposes 2 short-term and 1 long-term bicycle parking spaces which exceed the requirement for the expanded use assuming 11 vehicle spaces are generated. This means the applicant has provided bicycle parking spaces exceeding the highest possible requirement.

Affordable Workforce Housing Mitigation

Office use in the P/SP zone is exempt from affordable workforce housing mitigation. There is no required mitigation for the proposed use.

Design Review Committee (DRC).

DRC recommended approval of the proposed project at the December 13, 2023, meeting. The project had previously appeared before the Committee for conceptual review and the applicant successfully incorporated DRC suggestions into the final design regarding addition of western canopies at the pedestrian entrance, elongated window placement, exterior stair shrouding, and introduction of plant units near the western pedestrian entrance.

Planning Commission (PC).

The Planning Commission reviewed the proposed project at the May 15, 2024, meeting a recommended denial to Town Council (0-4). The Planning Commission shared unanimous concerns over the safety of introducing a new curb cut and driveway with limited visibility due to Jail fencing along the bike lane particularly as it is intended to serve as a Safe Routes to School. Commissioners also questioned the applicant on the need of vehicle access at the site and feasibility of alternative access from E. Simpson Ave. to the south or Jail and Dispatch parking to the north.

In response to Planning Commission discussion and staff's recommended condition of approval for a maximum 20' wide curb cut the applicant revised site plans following Planning Commission to reduce the width of the proposed curb cut on S. Willow Street from approximately 34' to 26'. However, the applicant maintains that vehicular access from S. Willow Street is required to support the building program and needed operations. A revised site plan dated May 17, 2024, reflecting a 26' curb cut is included as an attachment to this staff report.

Also in response to Planning Commission discussion, staff added the previously noted condition of approval that at no time may vehicles block the pedestrian sidewalk or public right-of-way in order to further protect the path of pedestrians and cyclists.

Public Comment.

No public comment has been received by staff at the time of this report.

Findings.

Pursuant to Section 8.4.3.C (Conditional Use Permit Standards) of the Land Development Regulations, the following findings shall be made for the approval of a Conditional Use Permit.

1. *Compatibility with Future Character. The proposed Conditional Use shall be compatible with the desired future character of the area.*

Not applicable. This finding is not applicable according to the Wyoming Supreme Court.

2. *Use Standards. The proposed Conditional Use shall comply with the use-specific standards of Division 6.1.*

Complies. Staff find that, as conditioned, the proposal is compliant with the standards of Division 6.1. The proposed Office use is exempt from affordable workforce housing mitigation in the P/SP zone and a condition of approval requires determination of, and provision for, any newly generated off-street parking for the GSB shall be deferred until Master Planning of the municipal complex and construction of the proposed Teton County Courthouse project are complete.

3. *Visual Impacts. The design, development, and operation of the proposed Conditional Use shall minimize the visual impact of the proposed use on adjacent lands.*

Complies. Staff find that the proposed use does not pose any adverse visual impact on adjacent lands. The additional floor area housing the expanded use is designed in a manner to “step down” from the existing structure toward adjacent structures and lands and is no taller in height than the existing structure. Additional design steps are taken to fully or partially screen the existing stair tower and proposed garage thus minimizing adverse visual impacts while maintaining functionality of the proposed use.

4. *Minimizes adverse environmental impact. The development and operation of the proposed Conditional Use shall minimize adverse environmental impacts.*

Complies. Staff find that the proposed use will not have an adverse environmental impact. The site is not located within the NRO or SRO and no adverse environmental impacts from the proposed operations of the use have been identified at this time.

5. *Minimizes adverse impacts from nuisances. The development and operation of the proposed Conditional Use shall minimize adverse impacts from nuisances.*

Complies. Staff find that the design encloses the garage bay intended for maintenance vehicle loading and unloading thus minimizing adverse nuisance impacts while maintaining functionality of the proposed use.

6. *Impact on Public Facilities. The proposed Conditional Use shall not have a significant adverse impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMT facilities.*

Complies. Staff find that, as conditioned, the proposal shall not have a significant adverse impact on public services including the existing sidewalk and seasonal bike lane along S. Willow Street.

7. *Other Relevant Standards/LDRs. The development and operation of the proposed Conditional Use shall comply with all standards imposed on it by all other applicable provisions of the LDRs and all other Town Ordinances.*

Complies. Staff find that the proposed use complies with all standards imposed on it by all other applicable provisions of the LDRs and all other Town Ordinances

8. *Previous Approvals. The proposed Conditional Use shall be in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Complies. Staff find there are no applicable permits or approvals with which the proposed use is required to comply.

Fiscal Impact.

No fiscal impact is identified at this time.

Staff Impact.

The amount of staff time to review this CUP and draft and present staff report is approximately 20 hours.

Attachments or Links.

Department Reviews

Revised Site Plan 05.17.24

Applicant Submittal

Suggested Motion.

I move to **approve** P24-065 for a Conditional Use Permit for an expansion of 3,285 sf of Office use at the property addressed 185 S. Willow Street based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated June 3, 2024.



PERMIT NOTES

Page 1 of 3

Report Run On: Friday, 24 May 2024
17:00

Permit # P24-065

Parcel # : 22-41-16-34-2-07-003

Site Address: 185 S WILLOW STREET

Project Name: 185 S. Willow Street - Teton Co. GSB CUP

Note Type	Note Code	Text	Created By	Begin Date	End Date
CONDITIONS		Continuous Sidewalks: 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 shall not dip down as it crosses the driveway, 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. Staff can provide additional guidance and design details for this if needed.	BSCHILLING@JACKSONWY.GO V	05/21/24	5/21/24
GENERAL		Sightlines at Driveways: There may be sightline concerns at the driveway entrance. The corner of the fencing on the north side of the driveway may create a hazardous situation where a driver crossing the sidewalk while exiting the property cannot see a pedestrian on the sidewalk. The corners of the fencing may need to be cut back or angled, or the driveway shifted south to provide adequate sight distance at the driveway.	BSCHILLING@JACKSONWY.GO V	05/21/24	



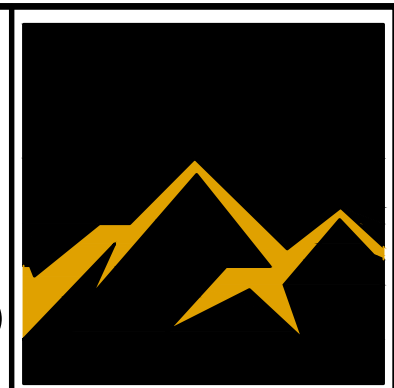
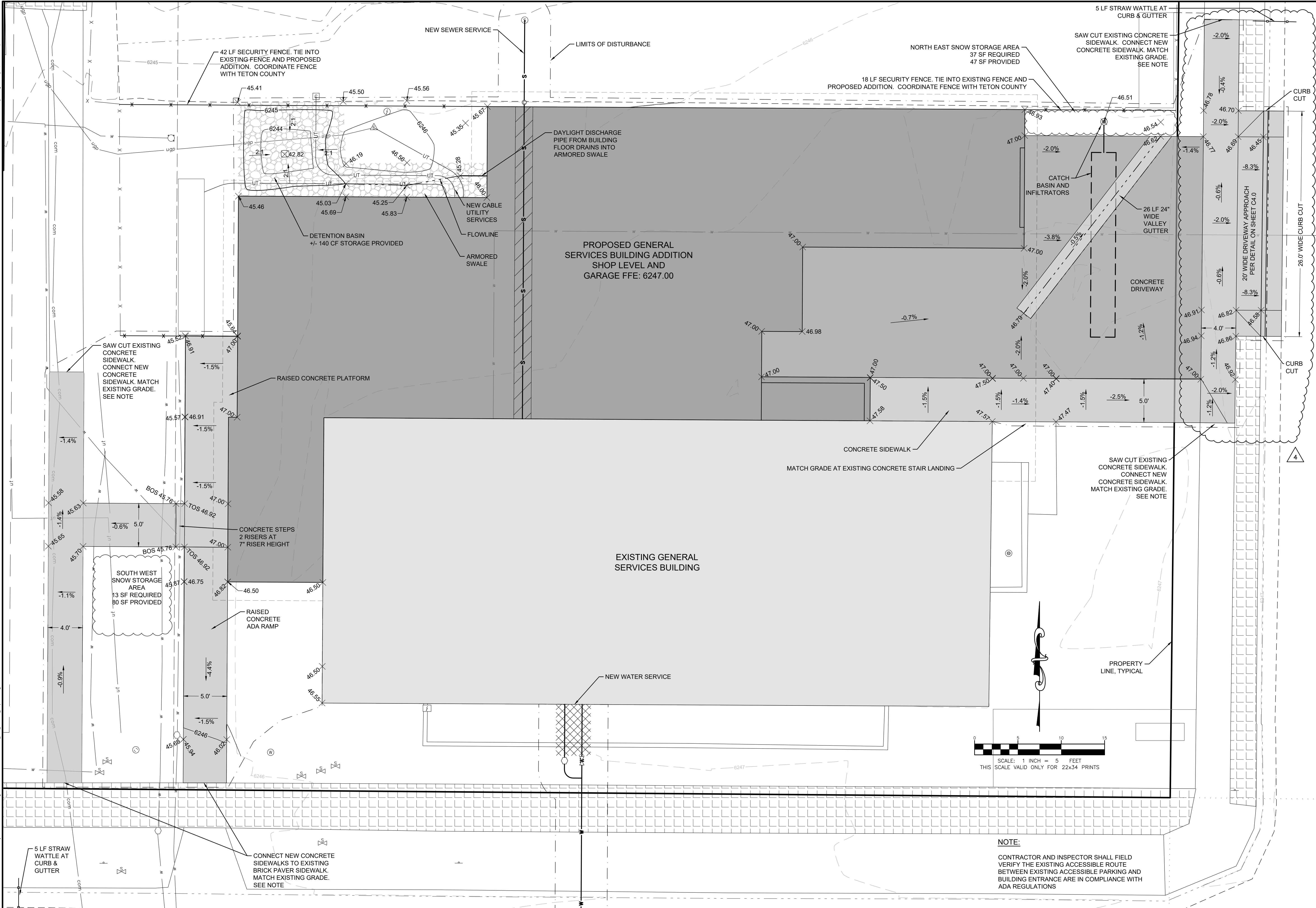
PERMIT NOTES

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		Response to findings of approval Please provide applicant response to the required findings of approval for a Conditional Use Permit LDR Sec. 8.4.3.C. Proposed Courthouse Master Planning Clarify in narrative what buildings and areas on the municipal complex will be included in the master planning process. Verify floor area tabulations Revise application and plan set to confirm total floor area and habitable vs nonhabitable floor area breakdown. The Carport should not be included as floor area as it does not meet the LDR definition of floor area which is interior to an enclosed building. It is staffs understanding the enclosed garage is nonhabitable floor area. This should be noted in your floor area tabulations (it appears it is not currently). A101 sheet showing addition 3800 and porch 560 does not appear to match narrative tabulations. Revise for consistency in sf calcs across CUP plan set sheets and narrative. Curb Cut - Verify width of proposed curb cut on S. Willow St. revise plans to include this dimension. On street parking spaces Confirm total amount of proposed on-street parking spaces 22 feet in length are immediately adjacent to 185 S. Willow St. as part of this design after curb cut is incorporated (ex: from property line at 145 E. Simpson St. > to corner of willow and Simpson > north to proposed curb cut.) Jail parking spaces (behind secured fence) Clarify if any users at 185 S. King have access to parking in secured jail lot. Clarify carport / garage spaces Verify intent of carport/garage vehicle spaces are intended for service repair as opposed to parking for office staff. What type and intensity of repair and service are proposed to be conducted there. Staff would like to understand what, if any, any adverse visual or nuisance impacts may occur to adjacent properties (i.e. meets findings of approval comment above). Clarify existing structure setback to southern property line.	KPAGE@JACKS ONWY.GOV	05/03/24	5/3/24



PERMIT NOTES

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		Comments applicable from B24-049 submittal. 1.) Project must meet requirements of the current adopted edition of the International Fire Code (IFC) at time of permit. 2.) A stamped set of automatic sprinkler plans shall be submitted for review and approval prior to any work being done. Inspections and testing shall be scheduled through this office prior to occupancy. 3.) A stamped set of fire alarm plans shall be submitted for review and approval prior to any work being done. Inspections and testing shall be scheduled through this office prior to occupancy. 4.) Plans for exit signage, illumination and emergency illumination shall be provided for review and approval. 5.) Portable fire extinguishers shall be located and installed for the occupancy per the requirements of the IFC, Section 906. 6.) Fire Department access shall be reviewed and approved including but not limited to the riser room location and FDC.	LPOTZ@JACKSONWY.GOV	04/24/24	
CONDITIONS		Engineering will review the building permit as-is and provide comments.	JSILLIMAN@JACKSONWY.GOV	04/18/24	4/18/24



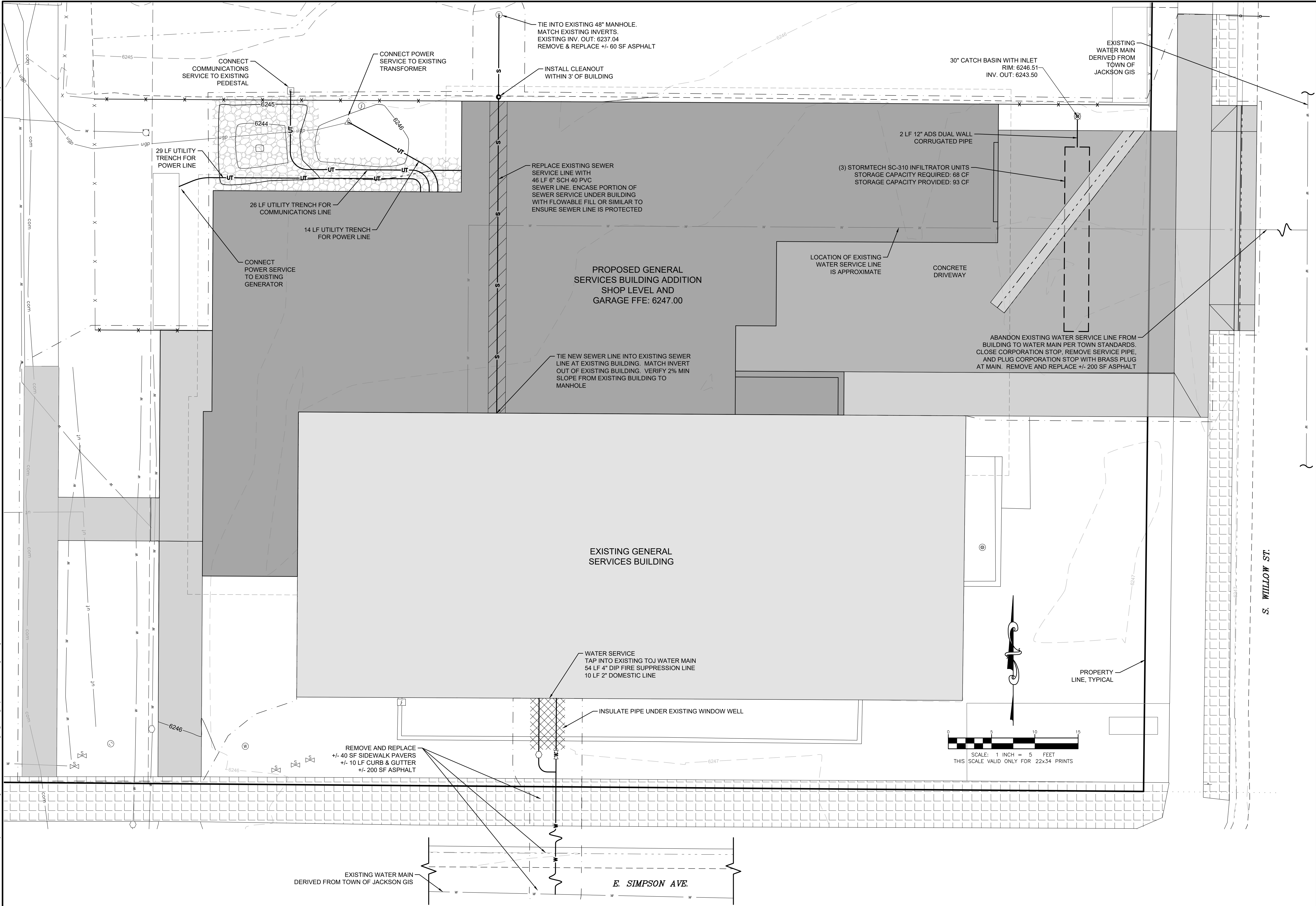
JACKSON, WYOMING
307.733.5150
www.jorgeng.com

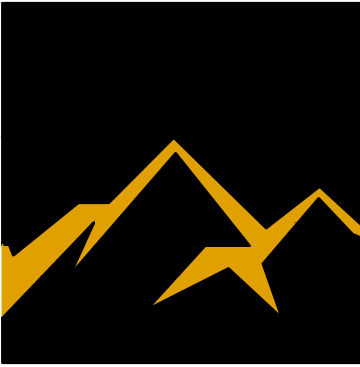
PROJECT TITLE:
TETON COUNTY GENERAL SERVICES
BUILDING ADDITION
185 SOUTH WILLOW STREET
TETON COUNTY, WYOMING

SHEET TITLE:
GRADING & SITE PLAN

DRAFTED BY:	KB
REVIEWED BY:	RA
PLAN VERSION	DATE
50% CD SET	09/19/2023
100% CD SET	01/18/2024
REVISION 2	02/02/2024
REVISION 3	05/01/2024
REVISION 4	05/17/2024

PROJECT NUMBER
23078
SHEET
C3.0





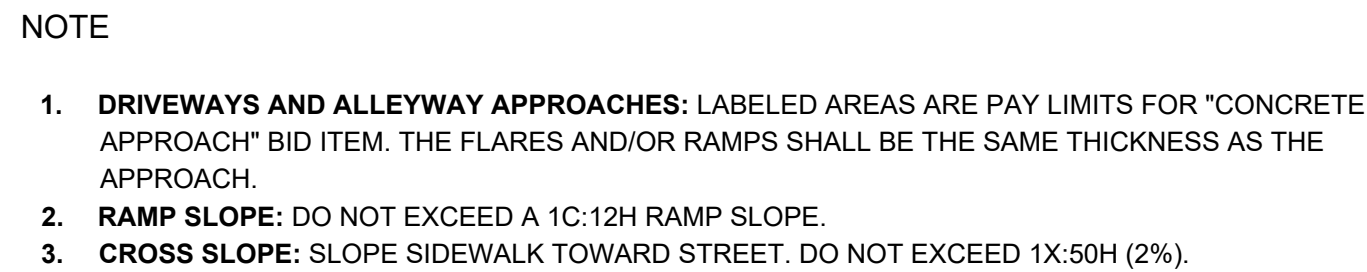
JORGENSEN
JACKSON, WYOMING
307.733.5150
www.jorgeng.com

PROJECT TITLE:
**TETON COUNTY GENERAL SERVICES
BUILDING ADDITION
185 SOUTH WILLOW STREET
TETON COUNTY, WYOMING**

SHEET TITLE:
UTILITY AND STORMWATER PLAN

DRAFTED BY:	KB
REVIEWED BY:	RA
PLAN VERSION	DATE
50% CD SET	09/19/2023
100% CD SET	01/18/2024
REVISION 2	02/02/2024
REVISION 3	05/01/2024
REVISION 4	05/17/2024

PROJECT NUMBER	23078
SHEET	C3.1



TYPE "A" DRIVEWAY/ALLEY APPROACH DETAIL
NOT TO SCALE



1. REPLACEMENT ASPHALT SHALL BE 1" THICKER THAN EXISTING WITH A MINIMUM THICKNESS OF 3".
2. ASPHALT SHALL BE PLACED IN TWO (2) LIFTS, EACH NO LESS THEN 1½" IN THICKNESS, AND COMPACTED TO 95% OF MARSHALL DENSITY.
3. BITUMINOUS MATERIAL SHALL MEET THE APPLICABLE REQUIREMENTS OF SECTION 02545 BITUMINOUS MATERIAL OF WYOMING PUBLIC WORKS STANDARDS AND SPECIFICATIONS.
4. PORTLAND CEMENT CONCRETE PAVEMENT SHALL MEET APPLICABLE REQUIREMENTS OF SECTION 02520, 02776 AND 03040 AS DIRECTED BY TOWN OF JACKSON PUBLIC WORKS DEPARTMENT.

CONCRETE AND ASPHALT PATCH DETAIL
NOT TO SCALE



TYPE "A" DRIVEWAY/ALLEY APPROACH SECTIONS
NOT TO SCALE



TYPICAL WATTLE SPACING BASE ON SLOPE GRADIENT

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

TYPICAL STRAW WATTLE DETAIL
NOT TO SCALE



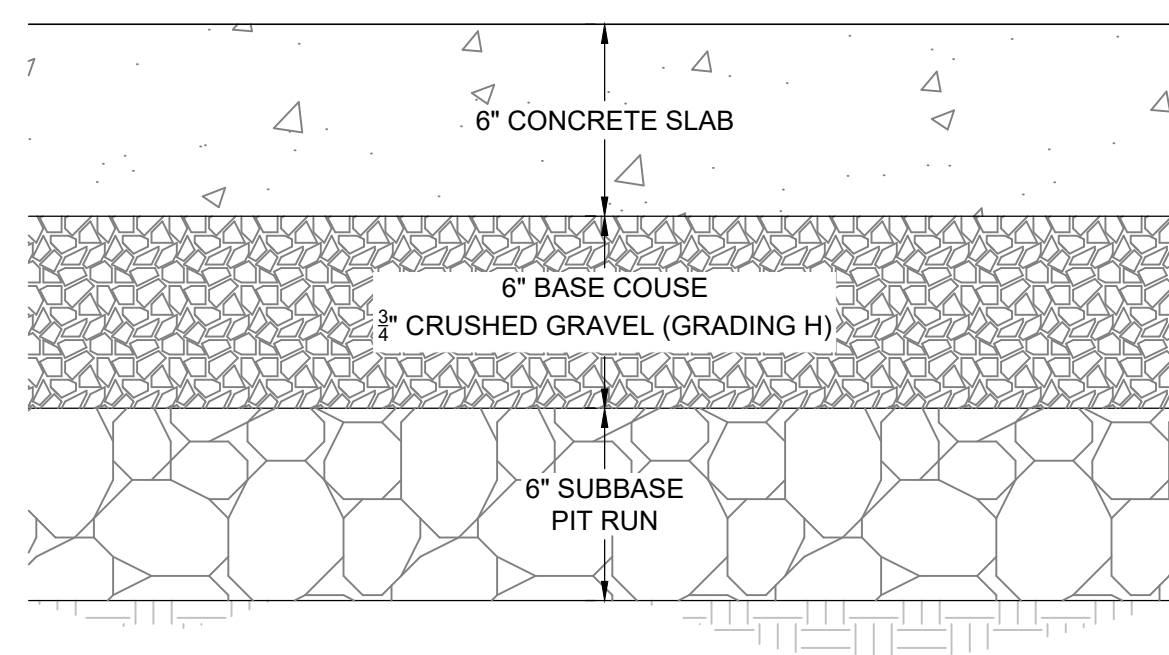
1. VALLEY GUTTER SHALL CONFORM TO SPECIFICATION 32 16 13, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE CLASS 4000 CONCRETE CONFORMING WITH SPECIFICATION 32 13 13.
2. AGGREGATE BASE COURSE SHALL BE SIX INCH MINIMUM THICKNESS, CONFORM TO SPECIFICATION 3 05 16, PART 2.03, GRADING H, AND BE INSTALLED PER SPECIFICATION 32 11 23, PART 3.03.

VALLEY GUTTER DETAIL
NOT TO SCALE



1. CURBS SHALL CONFORM TO PWPPSW SECTION 02525. EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERREINFORCED CLASS 4000 CONCRETE CONFORMING WITH PWPPSW SECTION 03304, PART 2.07.
2. AGGREGATE BASE COURSE SHALL BE SIX INCH MINIMUM THICKNESS, CONFORM TO PWPPSW SECTION 02190, PART 2.03. GRADING H, AND BE INSTALLED PER PWPPSW SECTION 02231, PART 3.03.
3. REMOVAL AND REPLACEMENT OF CURB SHALL TAKE PLACE IN FULL PANELS.
4. ROLL CURB SHALL NOT BE ALLOWED.

CURB SECTION DETAIL
NOT TO SCALE TOJ ST-110



CONCRETE DRIVEWAY SECTION
NOT TO SCALE



1. SIDEWALK SHALL CONFORM TO ALL APPLICABLE ADA STANDARD REQUIREMENTS SIDEWALKS SHALL CONFORM TO WPWSS SECTION 02776, EXCEPT THAT PORTLAND CEMENT CONCRETE CLASS 4000 CONCRETE CONFORMING WITH WPWSS SECTION 03304, PART 2.07.
2. EXPANSION JOINTS SHALL BE PLACED IN SIDEWALK AT THE SAME LOCATIONS AS THOSE IN CURB AND GUTTER WHEN SIDEWALK IS ADJACENT TO CURB. (PER WPWSS SECTION 03251, PART 3.04 SPACING SHALL NOT EXCEED 32'-0" ON CENTER.)
3. FOR SIDEWALKS GREATER THAN EIGHT FEET IN WIDTH, A LONGITUDINAL CONTROL JOINT SHALL BE INSTALLED AT THE CENTER OF THE WALK.
4. REMOVAL AND REPLACEMENT OF SIDEWALK SHALL TAKE PLACE IN FULL PANELS.
5. AGGREGATE BASE COURSE SHALL BE FOUR INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03 GRADING H, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
6. CLEAR VEGETATION AND STRIP TOPSOIL TO SUBGRADE. SCARIFY, CONDITION, AND COMPACT. PROOF ROLL IN THE PRESENCE OF THE ENGINEER
7. MATERIAL STRIPPED TO DEPTH LOWER THAN SUBGRADE SHALL BE REPLACED WITH STRUCTURAL MATERIAL TO SUBGRADE ELEVATION.
8. WHERE UNSUITABLE SUBGRADE SOIL EXISTS, OVER EXCAVATION AND REPLACEMENT WILL BE REQUIRES. GEOGRID MAY BE SUBSTITUTED FOR OVER EXCAVATION UPON APPROVAL FROM GEOTECHNICAL ENGINEER.

TYPICAL CONCRETE SIDEWALK DETAIL
NOT TO SCALE



SHEET TITLE:
GRADING & SITE DETAILS

DRAFTED BY:	KB
REVIEWED BY:	RA
PLAN VERSION	DATE
50% CD SET	09/19/2023
100% CD SET	01/18/2024
REVISION 2	02/02/2024
REVISION 3	05/01/2024
REVISION 4	05/17/2024

PROJECT NUMBER	23078
----------------	-------

SHEET

C4.0



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

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

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

PROJECT.

Name/Description: TETON COUNTY GENERAL SERVICES BUILDING ADDITION
Physical Address: 185 SOUTH WILLOW STREET JACKSON WY
Lot, Subdivision: PT LOT 2, BLK 5 CACHE-3 PIDN: 22-41-16-34-2-07-003

PROPERTY OWNER.

Name: TETON COUNTY - FACILITIES MANAGEMENT Phone: (307)203-0545
Mailing Address: PO BOX 3594 JACKSON WY ZIP: 83001
E-mail: jnash@tetoncountywy.gov

APPLICANT/AGENT.

Name: JASON BERNING, BERNING PROJECT MANAGEMENT Phone: (307)699-3733
Mailing Address: PO BOX 485 VICTOR ID ZIP: 83455
E-mail: BerningPM@gmail.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ Applicant/Agent

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

Use Permit

_____ Basic Use
☒ Conditional Use
_____ Special Use

Relief from the LDRs

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

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

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

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

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

Pre-application Conference #: P24-060 Environmental Analysis #: N.A.
Original Permit #: 1977-Bruce Hawtin 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?

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

Yes **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>.

Yes **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
Jason Berning

Name Printed

April 18 2024

Date
Owner's Representative

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:

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

Being duly sworn, deposes and says that Teton County is the owner in fee of the premises located at:

Name of property owner as listed on deed

Address of Premises: 180 S King Street / Jackson, WY 83001 & 460 E. Pearl Ave, Jackson, WY 83001

Legal Description: PT. LOT 2, BLK 5, CACHE-3 / LOT 1, SUNRISE ADDITION

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Jason Berning / Berning Project Management

Mailing address of Applicant/agent: PO Box 485 / Victor, ID 83455

Email address of Applicant/agent: berningpm@gmail.com

Phone Number of Applicant/agent: 307-699-3733

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 ☒ Demolition Permit
☐ Other (describe) _____

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

Sarah Mann
Property Owner Signature

Director of General Services

Title If signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner

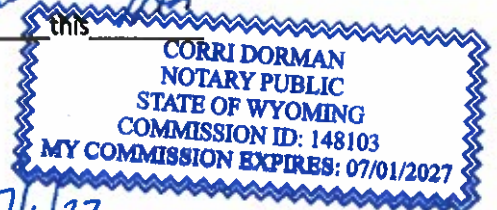
STATE OF Wyoming)
) SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Sarah Mann this January, 2024 day of January, 2024. WITNESS my hand and official seal.

Corri Dorman

Notary Public

My commission expires: 7/1/27



C.U.P. NARRATIVE

Teton County Facilities Management
General Services Building Addition

May 8 2024

This project received DRC approval in October of 2023. The Conditional Use Permit is a procedural requirement from Town of Jackson's Planning Department, to give adequate public notice for Expansion of an Existing Use. Teton County Commissioners have approved construction for this project: Tool Storage and Office Addition to the General Services Building at Simpson & Willow. The County needs additional space and privatized offices for Growing Administrative needs. In addition, they would like to self perform small building projects and various repairs to their county wide facilities in-house, rather than subcontract this work. The new venue will be a home base for a mobile repair shop and tool storage for those projects. Below is a break-out of space allocation:

2500 Existing GSB Main Level - County Staff & Data Center
2500 Existing GSB Upper Level - County Admin Offices
2500 Existing GSB Basement Level –Public Law Consultation (Access to Justice Center)
7500 Existing GSB TOTAL

2190 New Ground Level – Offices & Tools
390 New Loft Level – Storage
2580 New Habitable

295 Loft Mechanical
410 Vehicle Bay (Garage)
545 Carport
1250 New Non Habitable

3830 NEW Addition TOTAL

Findings for Approval

1. It is compatible with the desired future character of the area

This block is permanently designated P/SP = Public/ Special Purpose, as part of the Downtown Core. Office expansion for public administrative use is consistent with future public and commercial character.

2. Complies with the use specific standards of Division 6.1

Article 6 of the Land Development Regulations shows "Office" as a Basic Use in the OR Zone [Office Residential] per table 6.1.1.

3. Minimizes adverse visual impacts

This addition remains 14 feet lower than the existing building, and thus does not challenge the scale of surrounding buildings. Vehicle Bays and Egress Stairs are

incorporated with consistent materials. The building addition creates friendlier facades along Willow and Simpson streets, enhancing the pedestrian experience.

4. Minimizes adverse environmental impacts

This project increases density in an urban zone, rather than developing a new parcel far from other County facilities. Steep slopes and proximity to water bodies are not factors on this site. All infrastructure improves and updates downtown utilities.

5. Minimizes adverse impacts from nuisances

This block is part of District N - Town Commercial Core. This P/SP Block is surrounded by zone OR (Office Residential.) Admin offices and Tool storage are consistent with these uses and will not be a nuisance to surrounding building occupants.

6. Minimizes adverse impacts on public facilities

This facility will support other public facilities, not impact them adversely.

7. Complies with all other relevant standards of these LDR's and Town Ordinances

To our knowledge, the project does not challenge any ordinances or LDR's.

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

To our knowledge, the project conforms with all prior standards and conditions.

The General Services Building is situated the southeast corner of the L-shaped Courthouse block. A Masterplan for the entire block with New County Courthouse, Hansen Courthouse, and County Jail will address questions about overall expansion, campus circulation, and parking. This masterplan will be complete by the end of 2024. A Condition of that Plan is resolution of parking requirements for the entire block. It is important to note the lack of LDR restrictions in this Town zone P/SP [Public/ Special Purpose.] Per Division 4.2, "Civic zones accommodate public and semi-public uses that are necessary to the community and require flexibility from the standards of the complete neighborhood and rural area zones." Per 4.2.1 B Physical development - All typical requirements for setbacks, height, FAR, LSR, etc. are Not Applicable. Nonetheless, the building expansion does not reduce any setbacks or increase height. The addition is also exempt from affordable workforce housing requirements, as the County makes extensive efforts to provide workforce housing through the Teton County Housing Authority. Parking at 3.3 per 1,000 sq ft is accommodated within the block complex shared with courthouse and jail and will be resolved as noted above. Notably, no additional Full Time County Employees will be hired at this time to occupy the expansion. The addition better serves current employees.

The proposed addition hugs the gabled roof building as a low-slung skirt to the north and west. Its complex footprint provides clearance to existing infrastructure and accommodates a large maintenance vehicle. A shallow, mono-slope roof caps the entire shape, helping to simplify the massing of this additive form. A new west entrance serves both existing building and proposed addition, increasing accessibility and shedding water better than the current porch surround. Exterior wall materials match the old cladding and

standing seam metal is introduced to cover the low slope roof and walls requiring non-combustible surfaces.

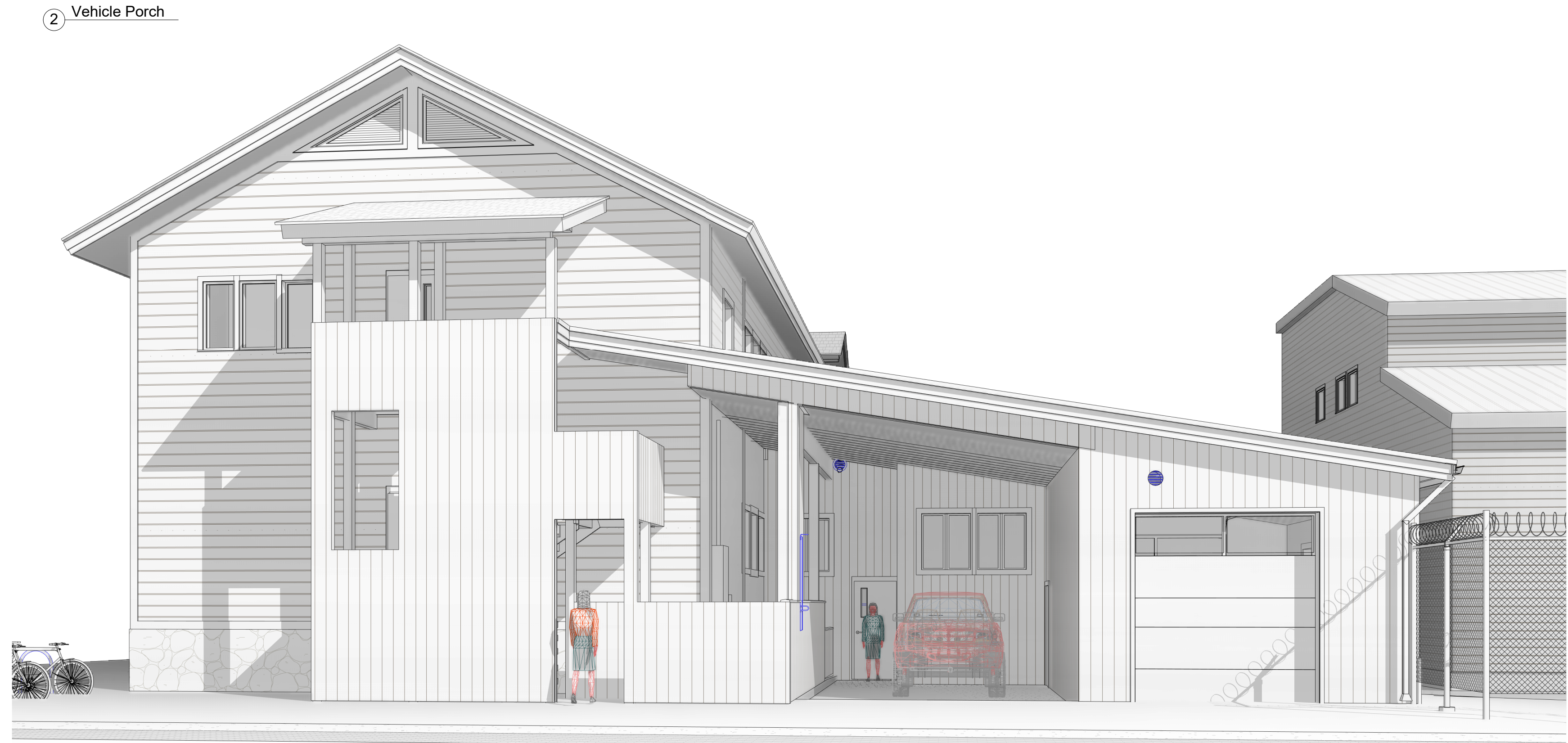
The existing General Services Building does not present an especially friendly face to the pedestrian or end user. While the gabled volume has good proportions, its opaque end walls and egress stairs present bleak and un-inviting entry points. The existing northern porch and yard once served a daycare, but is off limits to the public, and underutilized by staff. The county's desire is to recapture this space for the above programming needs.

Our new west entrance collects visitors from Simpson Street and redirects staff who park in the middle of the block to the south west corner of the building. The existing ramp is too steep for accessibility standards and hard to maintain in winter. It will be replaced with a machine lift, enclosed inside the new entrance. Both New and relocated Plantings at this west entrance emphasize a positive pedestrian experience.

The courthouse / jail / GSB complex has a variety of materials and forms, due to its piecemeal development history. The intent is to use existing colors and textures to simplify the addition and make it adhere to the existing building as much as possible. It is our hope that the new Courthouse will utilize the same roof material, so it is evident these buildings are all under one public umbrella. The adjacent Hansen structure directly to the west will remain to serve as interim County Courthouse while the primary Courthouse is rebuilt. We believe the building meets the vision statement of Town of Jackson Design Guidelines and we enhanced the design based on DRC input. We look forward to answering any questions you have and resolving any concerns.

Rachel Ravitz, Architect

Jason Berning, Owner's Representative



2021 INTERNATIONAL BUILDING CODE
TYPE VB CONSTRUCTION

RISK CATEGORY II - 2 Story + Basement 36 Ft Tall

SPRINKLERS OLD & NEW PORTIONS

2021 INTERNATIONAL ENERGY CONSERVATION CODE
2021 INTERNATIONAL FIRE CODE
2021 INTERNATIONAL MECHANICAL CODE
2021 INTERNATIONAL PLUMBING CODE
2021 INTERNATIONAL FUEL GAS CODE
2020 NATIONAL ELECTRIC CODE & NFPA-70
ANSI A117-2017

EXISTING BUILDING

2504 Basement
2504 Main floor
2504 Upper Floor
7512 Total

NEW ADDITION

2711 Office Level
556 Mezzanine Level
545 Carport
3812 Total

11,324 GRAND TOTAL

DEFERRED SUBMITTALS per IBC 107.3.4.1
To be Reviewed by Building Official Include
Roof Trusses, Sprinkler System, Radon Mitigation

Per 508.3 Non-Separated Occupancies
Most Restrictive Use is U-Utility

Per IBC Table 504.3
Type VB Occupancy U Sprinklered SM
Max Height is 60 Ft

Per Table 504.4
Max Stories above Grade = 2

Per Table 506.2
Type VB Occupancy U Sprinklered SM
Max Area is 16,500
Excluding Area Increases per Street frontage and
Excluding Basement Area

Basement Law Library A-3 per IBC 303.4
Max Area = 18,000 for Type VB SM Sprinklered

Note: Tie Exist Stair Egress Doors to new Fire Alarm

Number	Sheet Name	Designer
A001	TITLE SHEET	Ravitz
A002	SITE CONTEXT	Ravitz
A003	SETBACKS	Ravitz
A004	OCCUPANCY SUMMARY	Ravitz
A100	CODE & COMCHECK	Ravitz
A101	FOOTPRINT & FINISHES	Ravitz
A102	BASEMENT PLAN	Ravitz
A103	FLOOR PLAN - SHOP LEVEL	Ravitz
A104	MAIN LEVEL	Ravitz
A106	UPPER LEVEL & ADDITION ROOF PLAN	Ravitz
A107	DEMOLITION PLAN	Ravitz
A108	REST ROOM DETAILS	Ravitz
A201	3D STREET VIEWS	Ravitz
A202	SOUTH WEST NEW ENTRY	Ravitz
A300	CONTEXT COLOR ELEVATIONS	Ravitz
A301	EXTERIOR ELEVATIONS	Ravitz
A302	EXTERIOR ELEVATIONS	Ravitz
A401	BUILDING CROSS SECTIONS	Ravitz
A402	BUILDING SECTIONS	Ravitz
A404	ADDITION LONG SECTIONS	Ravitz
A405	BUILDING SECTIONS	Ravitz
A406	ENTRY AREA SECTIONS	Ravitz
A501	WALL DETAILS	Ravitz

FP1	FIRE PROTECTION	Hayward
FP2	FIRE PROTECTION DETAILS	Hayward

C1.0	CIVIL TITLE SHEET	Brough
C1.1	CIVIL GENERAL NOTES	Brough
C2.0	CIVIL EXIST CONDITIONS	Brough
C3.0	GRADING & SITE PLAN	Brough
C3.1	UTILITY & STORMWATER PLAN	Brough
C4.0	GRADING & SITE DETAILS	Brough
C4.1	WATER DETAILS	Brough
C4.2	SEWER & CABLE DETAILS	Brough
C4.3	STORMWATER DETAILS	Brough

L300	LANDSCAPE TRANSPLANT PLAN	Fleury
L301	PROPOSED LANDSCAPE PLAN	Fleury
L305	LANDSCAPE DETAILS SCHEDULE	Fleury

S1.1	STRUCTURAL NOTES	Sargent
S1.2	STRUCTURAL NOTES	Sargent
S2.1	FOUNDATION PLAN	Sargent
S2.2	LOFT FRAMING PLAN	Sargent
S2.3	ROOF FRAMING PLAN	Sargent
S2.4	STUD FRAMING LAYOUT	Sargent
S3.1	STRUCTURAL DETAILS	Sargent
S3.2	STRUCTURAL DETAILS	Sargent

M00	XL HVAC COVER SHEET	XL - Godak
M01	XL ENERGY COMPLIANCE	XL - Godak
M11	XL HVAC PLAN LEVEL 1	XL - Godak
M12	XL HVAC PLAN LEVEL 2	XL - Godak
M61	XL- HVAC 3D VIEW	XL - Godak
M71	XL-HVAC DETAILS	XL - Godak
M81	XL -HVAC SCEDULES	XL - Godak

P00	PLLUMBING COVER SHEET	XL - Bake
P11	WASTE PLAN LEVEL 1	XL - Bake
P12	WASTE PLAN LEVEL 2	XL - Bake
P21	WATER PLAN LEVEL 1	XL - Bake
P22	WATER PLAN LEVEL 2	XL - Bake
P71	PLUMBING DETAILS	XL - Bake
P81	PLUMBING SCHEDULES	XL - Bake

cr-M001	MECHANICAL LEGENDS & NOTES	CR-Meints
cr-M002	MECHANICAL SCHEDULES	CR-Meints
cr-M100	BASEMENT HVAC PLAN	CR-Meints
cr-M100F	BASEMENT FOUNDATION HVAC PLAN	CR-Meints
cr-M101	FIRST FLOOR HVAC PLAN	CR-Meints
cr-M102	SECOND FLOOR HVAC PLAN	CR-Meints
cr-MD100	BASMENT HVAC DEMO PLAN	CR-Meints
cr-MD101	FIRST FLOOR HVAC DEMO PLAN	CR-Meints
cr-MD102	SECOND FLOOR HVAC DEMO PLAN	CR-Meints

E00	ELECTRICAL SYMBOLS & ABBREVIATIONS	XL - Owens
E01	DETAILS RISERS & SCHEDULES	XL - Owens
E02	ENERGY COMPLIANCE FORMS	XL - Owens
E03	LIGHTING COMPLIANCE FORMS	XL - Owens
E11	LIGHTING PLAN LEVEL 1	XL - Owens
E21	LIGHTING PLAN LEVEL 1	XL - Owens
E31	MECHANICAL POWER PLAN LEVEL 1	XL - Owens

E-001	ELECTRICAL LEGENDS & NOTES	CR-Green
E-002	ELECTRICAL ONE LINE DIAGRAMS	CR-Green
E-003	ELECTRICAL SCHEDULES	CR-Green
E-100	BASEMENT POWER PLAN	CR-Green
E-101	FIRST FLOOR POWER PLAN	CR-Green
E-102	SECOND FLOOR POWER PLAN	CR-Green
ED-100	BASEMENT POWER DEMOLITION PLAN	CR-Green
ED-102	FIRST FLOOR POWER DEMOLITION PLAN	CR-Green

REGIONAL RELEVANCE



AIA NCARB LEED AP
Box 2406 Jackson Wy 83001
(307) 699-2454
Rachel@coRRnice.com



SARGENT
SARGENT ENGINEERS, INC.



CATOR | RUMA
& ASSOCIATES, CO.



Jan 3 2024

Feb 2 2024

Feb 15 2024

May 01 2024 C.U.P.
& Permit



CSB TOOL & OFFICE ADDITION
GENERAL SERVICES BUILDING 185 South Willow Street

TITLE SHEET



Facilities
Management

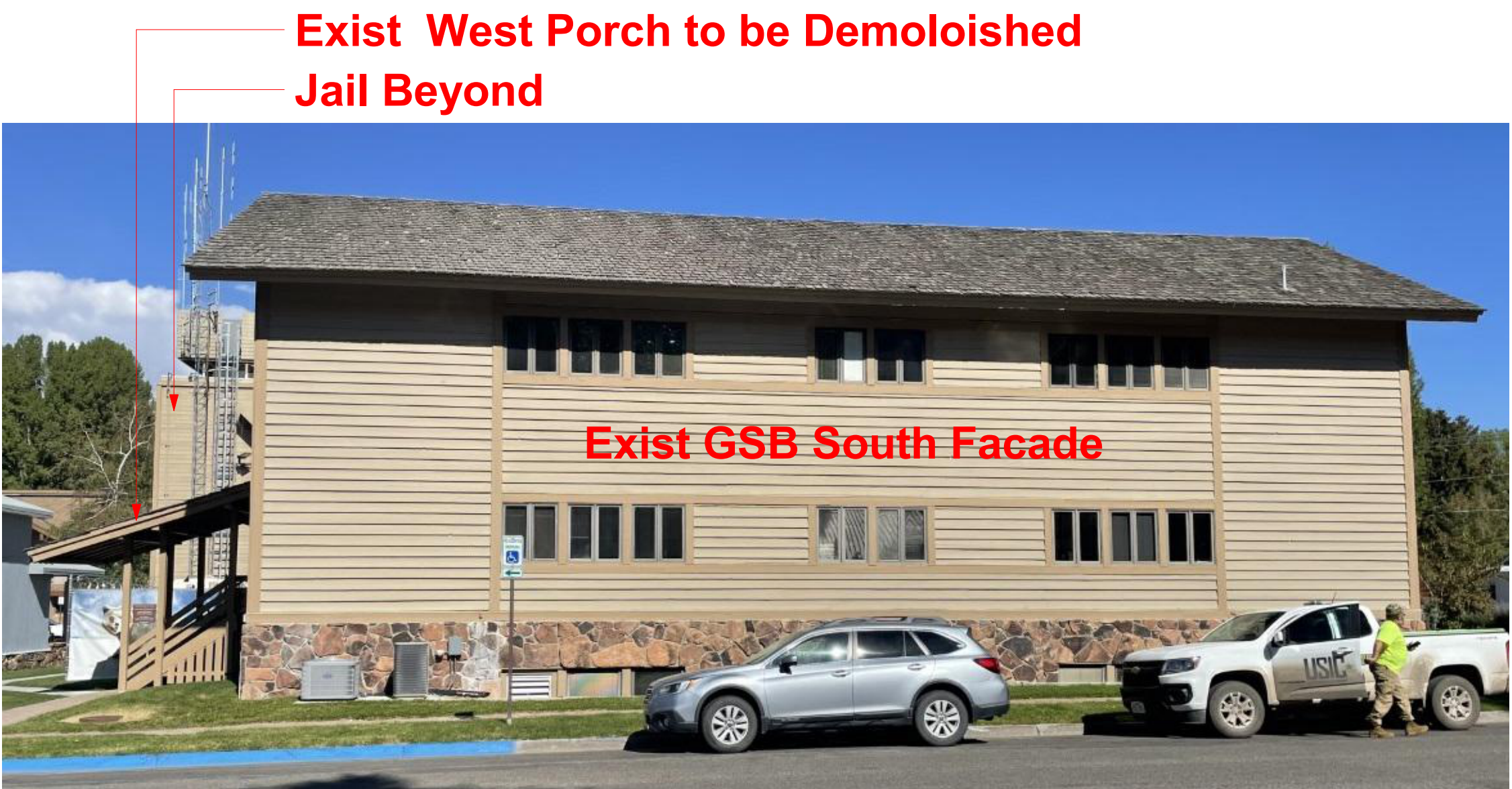
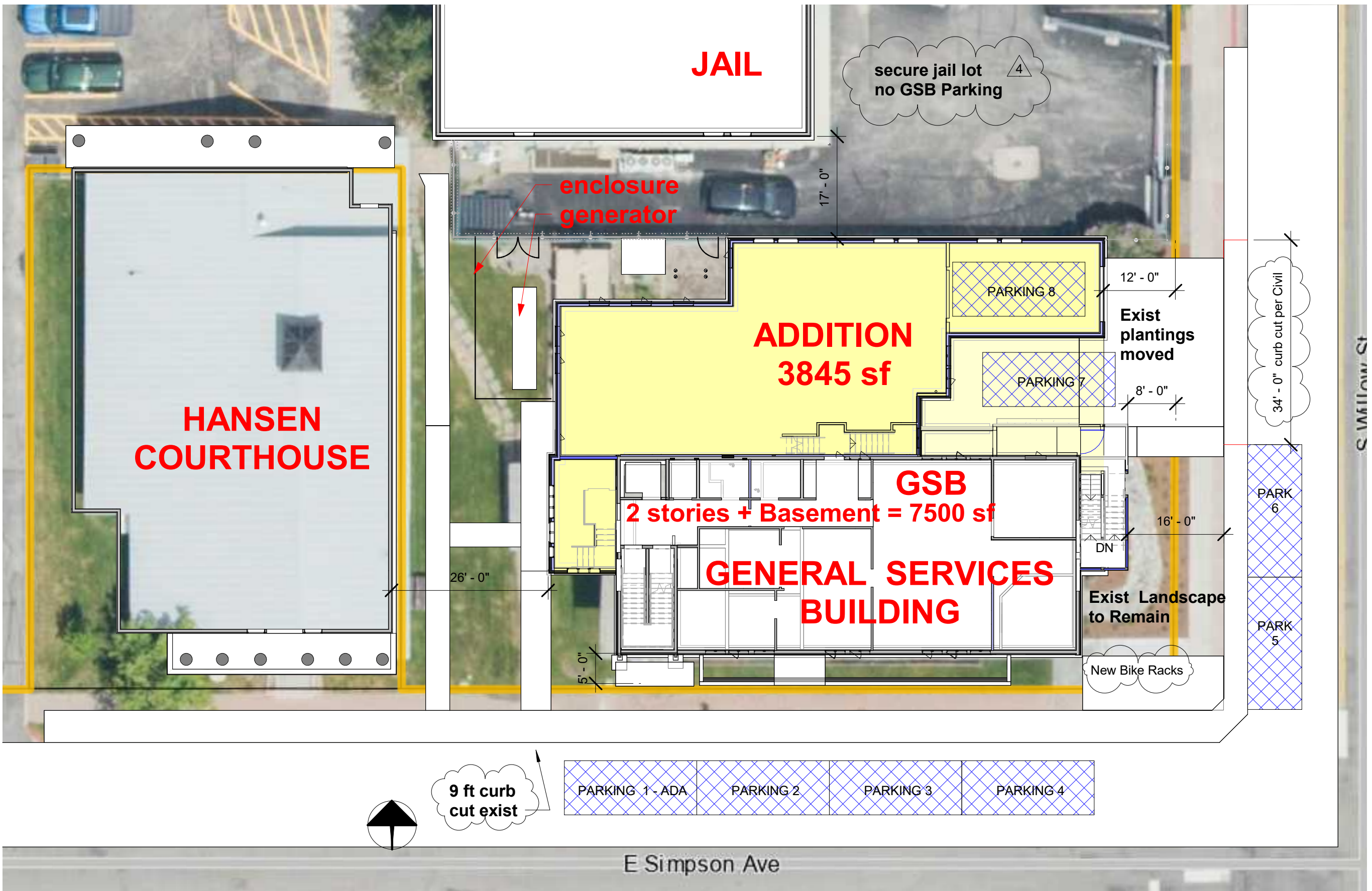
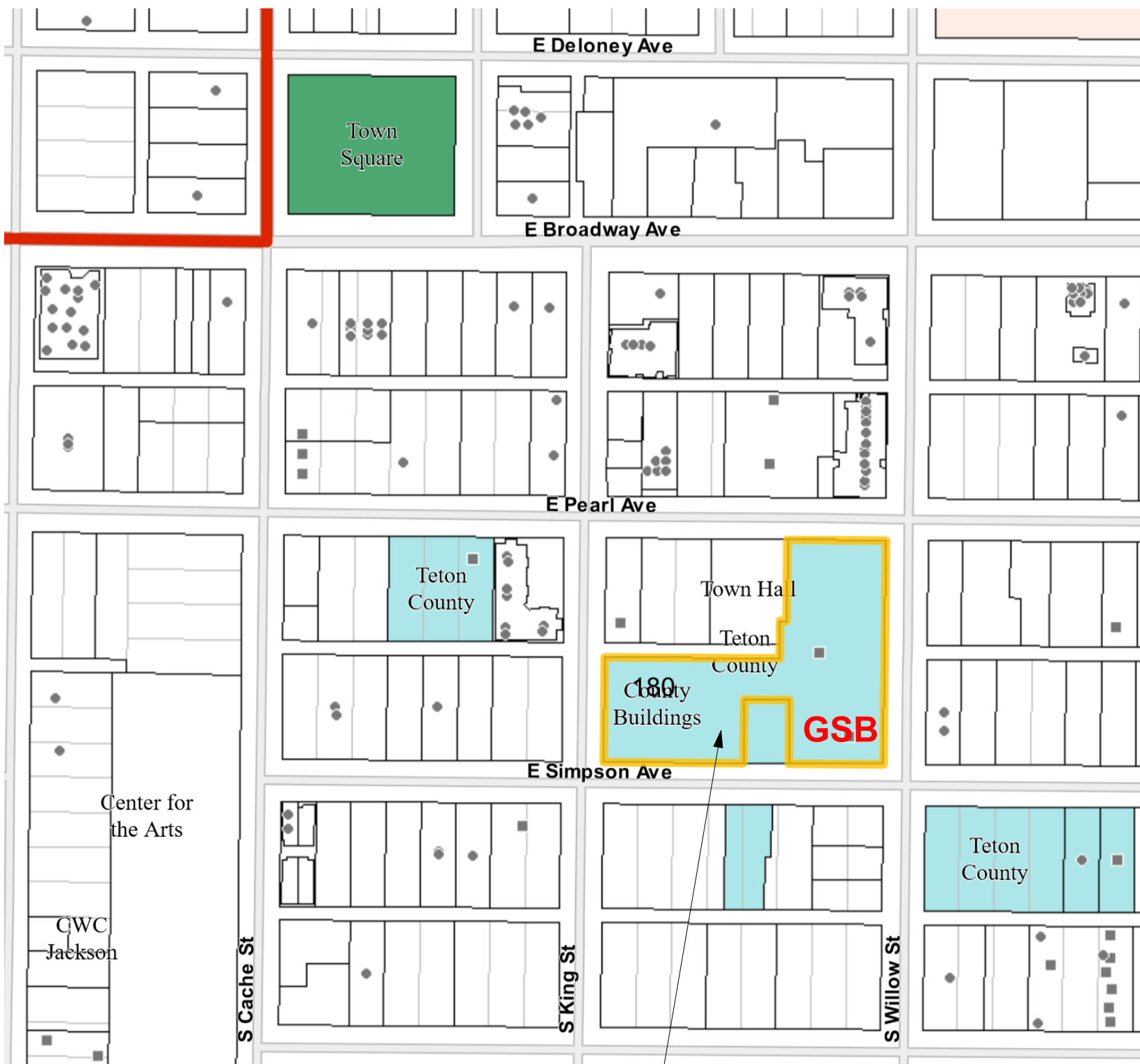
DateMay 1 2024

A001

Scale



Existing Generator Enclosure



REGIONAL RELEVANCE



CORNICE ARCHITECTURE

AIA NCARB LEED AP
Box 2406 Jackson WY 83001
(307) 699-2454
Rachel@coRRnice.com



JORGENSEN



SARGENT
SARGENT ENGINEERS, INC.



XL ENGINEERING

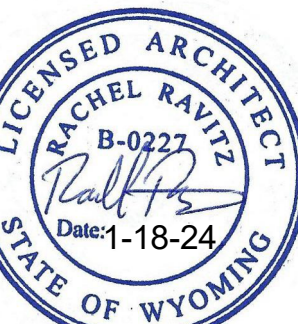


CATOR I RUMA
& ASSOCIATES, CO.



OUT
LANDSCAPE ARCHITECTURE, LLC

1 Jan 3 2024
2 Feb 2 2024
3 Feb 15 2024
4 May 01 2024 C.U.P. & Permit



LICENSED ARCHITECT
RACHEL RAVITZ
B-0227
Date: 1-18-24
STATE OF WYOMING

GSB TOOL & OFFICE ADDITION
GENERAL SERVICES BUILDING 185 South Willow Street

SITE CONTEXT



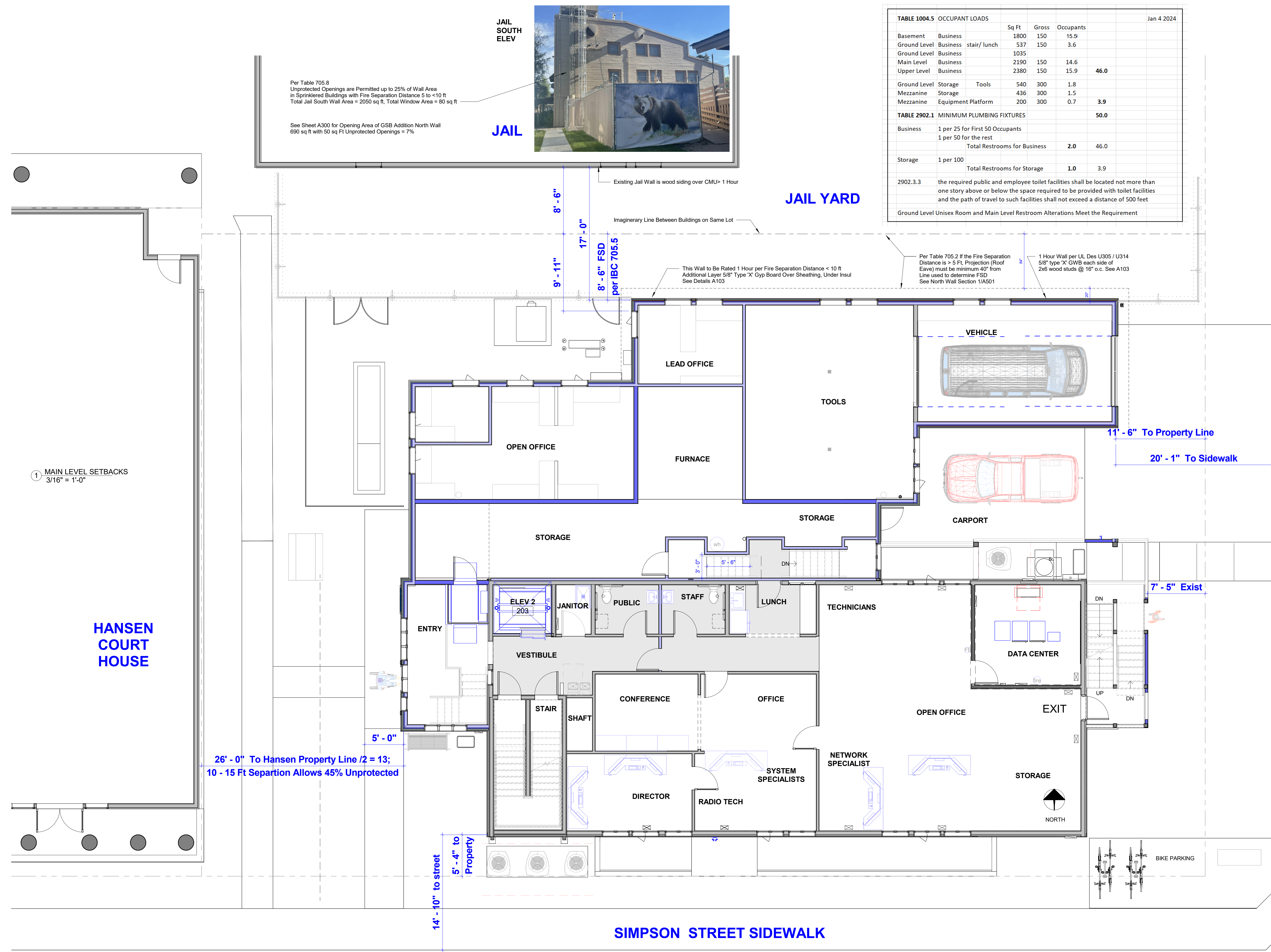
TETON COUNTY
WYOMING

Facilities Management

Date May 1 2024

A002

Scale 1/16" = 1'-0"



Per Table 705.8
Unprotected Openings are Permitted up to 25% of Wall Area
in Sprinklered Buildings with Fire Separation Distance 5 to <10 ft
Total Jail South Wall Area = 2050 sq ft, Total Window Area = 80 sq ft

See Sheet A300 for Opening Area of GSB Addition North Wall
690 sq ft with 50 sq Ft Unprotected Openings = 7%

JAIL SOUTH ELEV



JAIL

TABLE 1004.5 OCCUPANT LOADS					Jan 4 2024	
			Sq Ft	Gross	Occupants	
Basement	Business		1800	150	15.9	
Ground Level	Business	stair/ lunch	537	150	3.6	
Ground Level	Business		1035			
Main Level	Business		2190	150	14.6	
Upper Level	Business		2380	150	15.9	46.0
Ground Level	Storage	Tools	540	300	1.8	
Mezzanine	Storage		436	300	1.5	
Mezzanine	Equipment Platform		200	300	0.7	3.9
TABLE 2902.1 MINIMUM PLUMBING FIXTURES					50.0	
Business	1 per 25 for First 50 Occupants					
	1 per 50 for the rest					
	Total Restrooms for Business			2.0	46.0	
Storage	1 per 100					
	Total Restrooms for Storage			1.0	3.9	
2902.3.3	the required public and employee toilet facilities shall be located not more than one story above or below the space required to be provided with toilet facilities and the path of travel to such facilities shall not exceed a distance of 500 feet					
Ground Level Unisex Room and Main Level Restroom Alterations Meet the Requirement						

REGIONAL RELEVANCE



AIA NCARB LEED AP
Box 2406 Jackson Wy 83001
(307) 699-2454
Rachel@coRRnice.com



SARGENT
SARGENT ENGINEERS, INC.



CATOR | RUMA
& ASSOCIATES, CO.



Jan 3 2024
Feb 2 2024
Feb 15 2024
May 01 2024 C.U.P. & Permit



GSB TOOL & OFFICE ADDITION
GENERAL SERVICES BUILDING 185 South Willow Street

SETBACKS

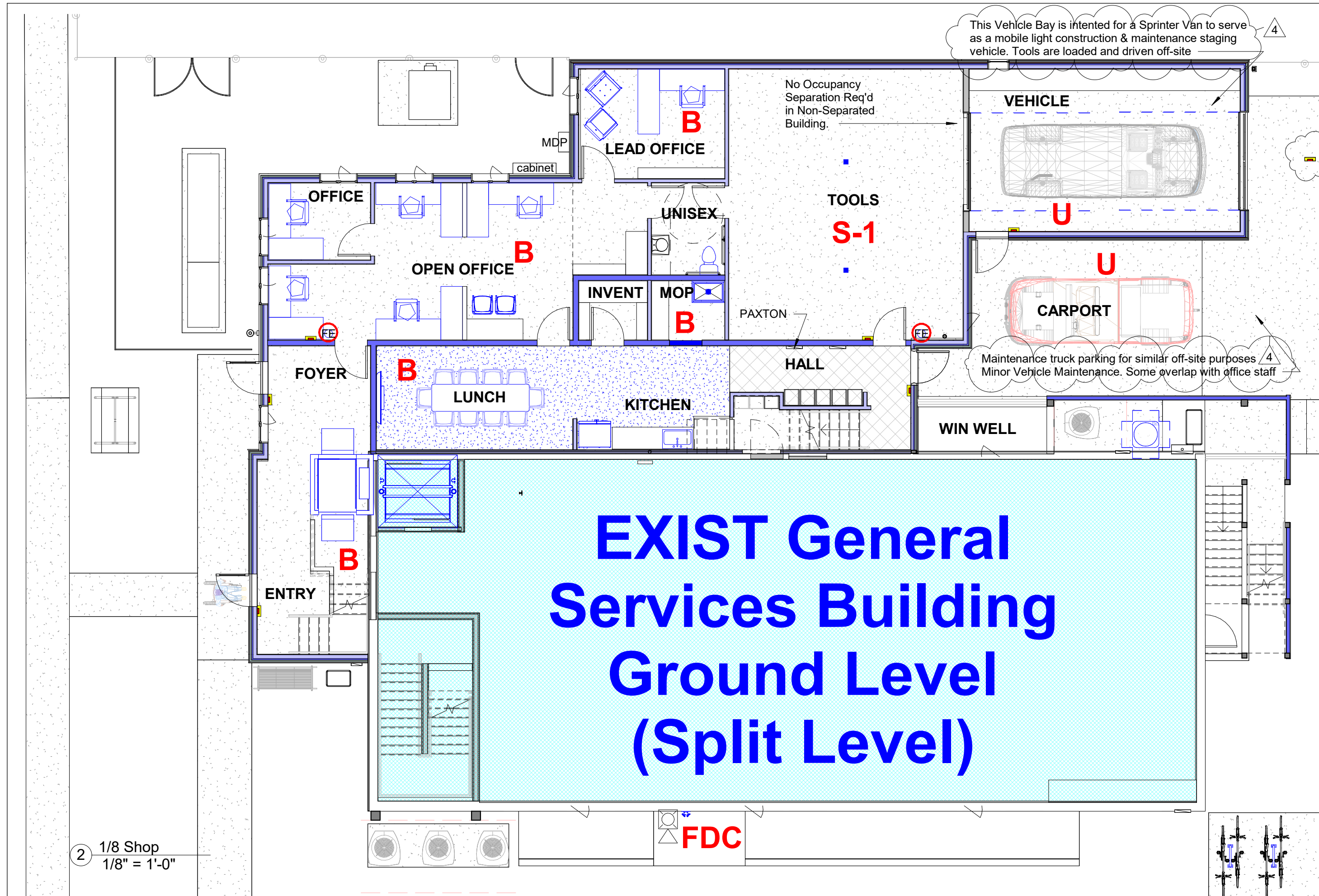


Facilities Management

Date May 1 2024

A003

Scale 3/16" = 1'-0"



FE Fire Exquishers per NFPA 10- 2022
Type 2A-5BC or 2A-10BC
Max Travel Distance 75 ft
Min 1 per 11,250 sq ft
Exist Sign Plan symbol - See Sheet E-11 for Illumination

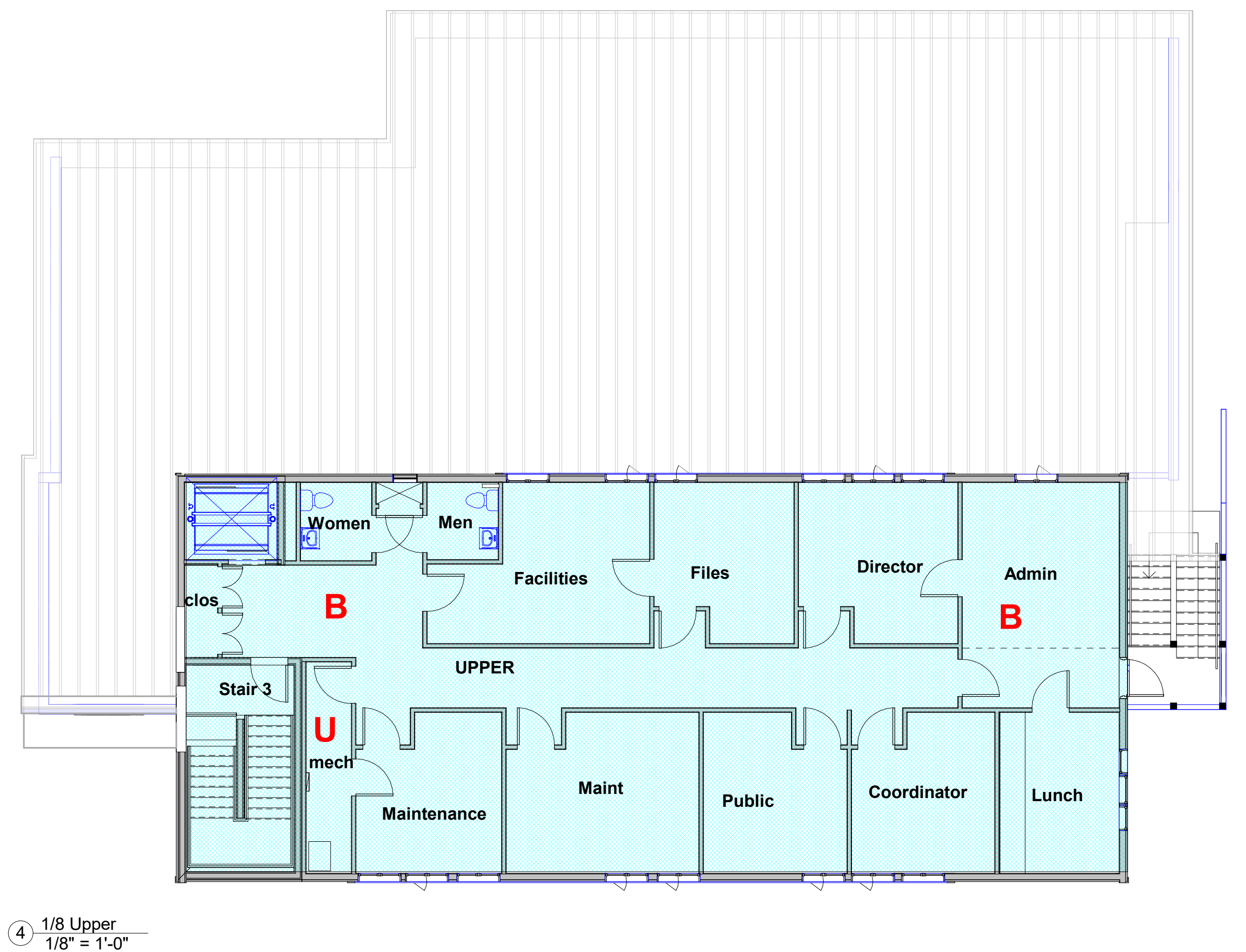
EXIT
TO EXIT

Habitable:
2190 Tool / Office Level
+390 Storage Loft
2580

Un-Habitable:
295 Loft Mechanical
410 Vehicle Bay
+545 Carport
1250

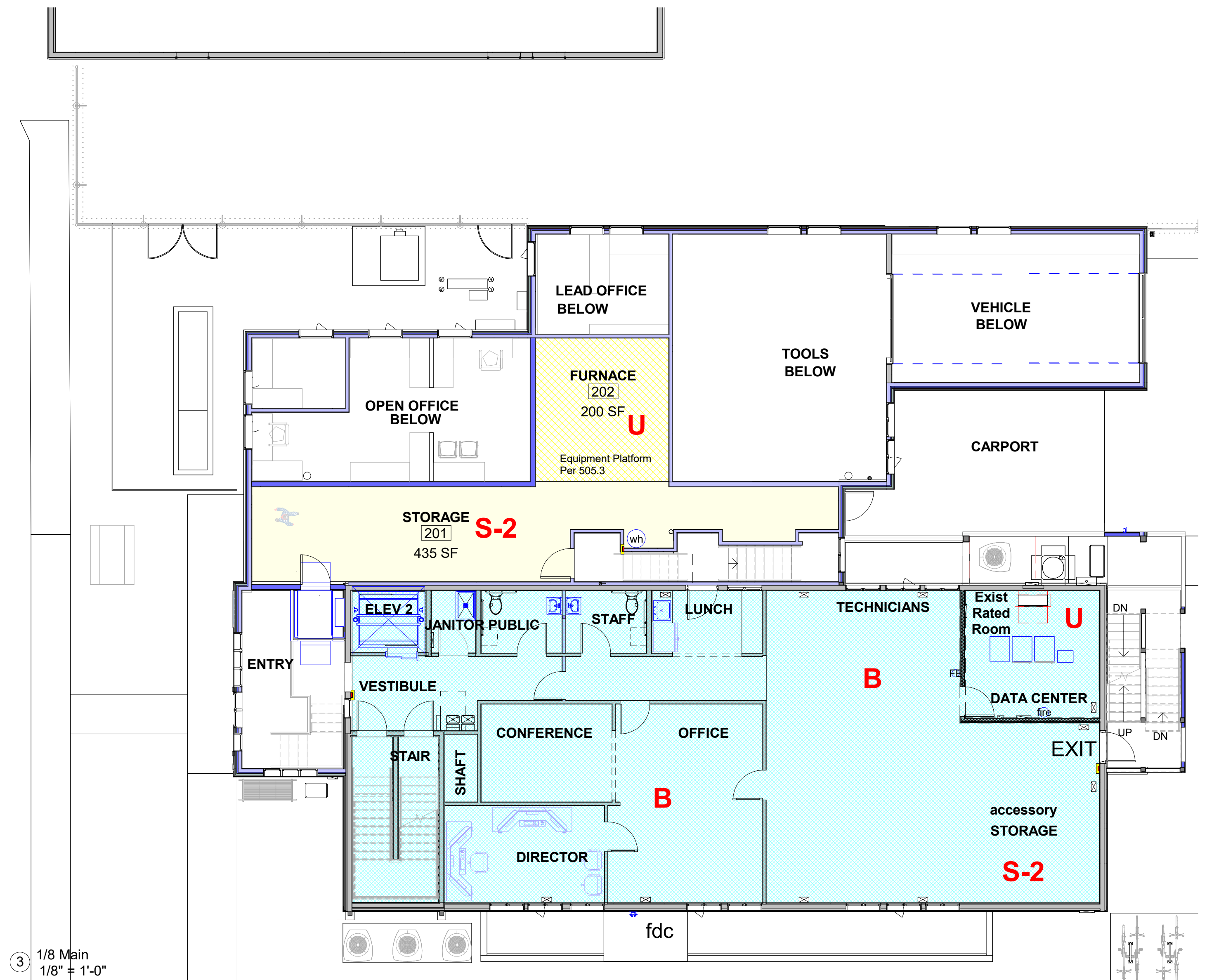
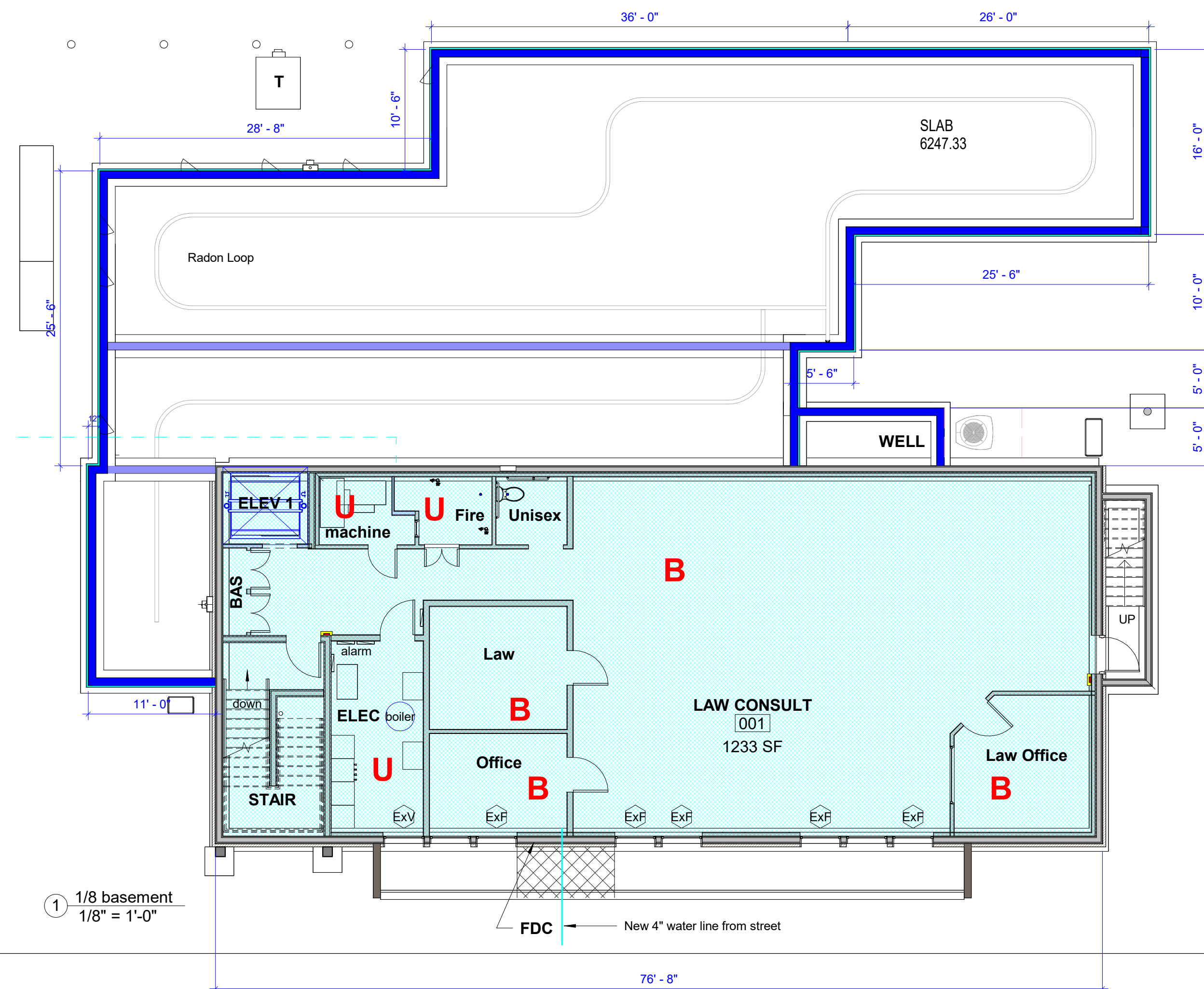
3830 TOTAL NEW

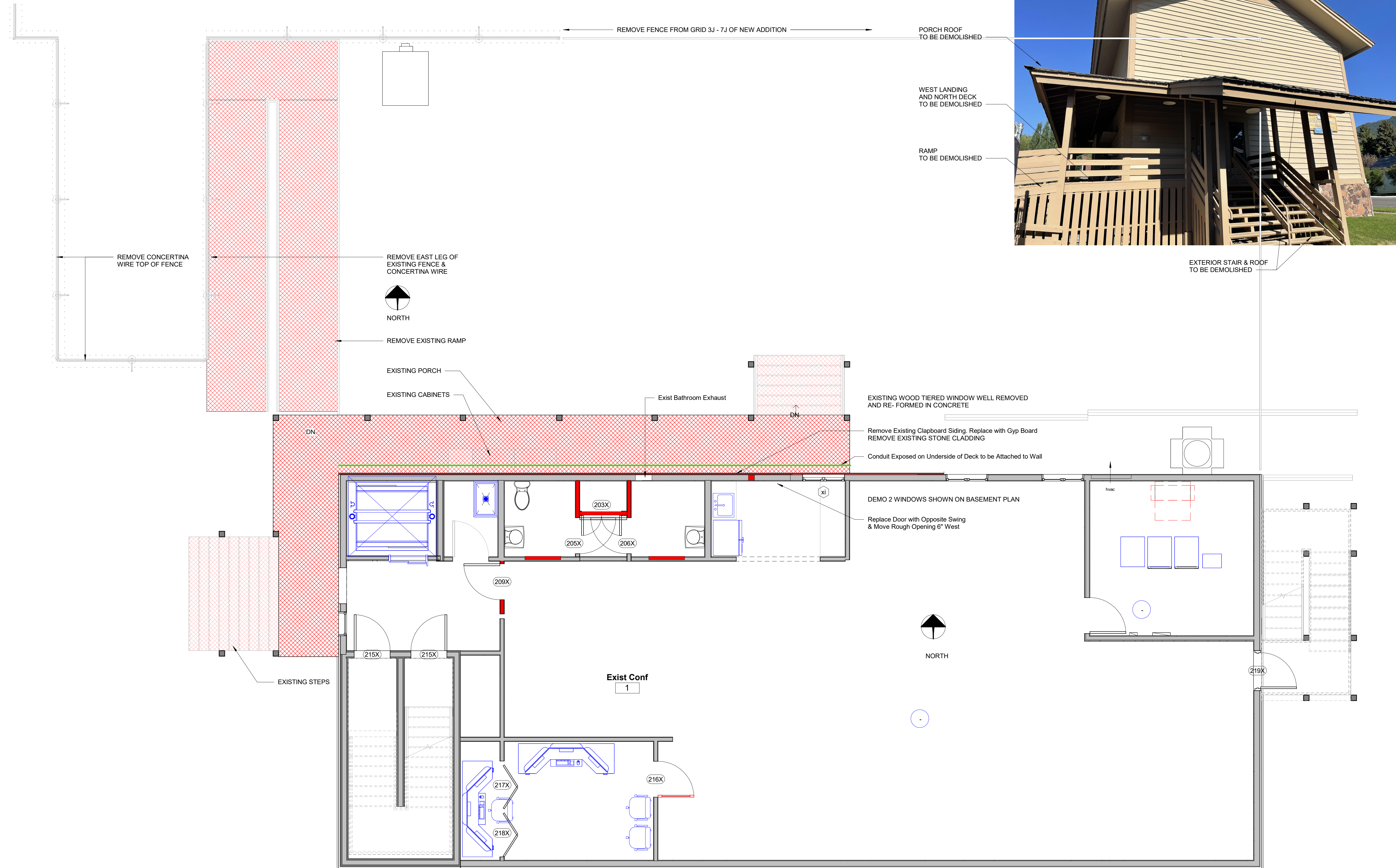
2500 Existing GSB
X 3 Floors =
7500



NON-SEPARATED OCCUPANCIES

2021 INTERNATIONAL FIRE CODE





WEST ELEVATION

SEE ALSO SHEET A108

① DEMO Main Level
1/4" = 1'-0"

REGIONAL RELEVANCE



CORNICE
ARCHITECTURE

AIA NCARB LEED AP
Box 2406 Jackson Wy 83001
(307) 699-2454
Rachel@coRRnice.com



JORGENSEN



SARGENT
SARGENT ENGINEERS, INC.



XL
ENGINEERING

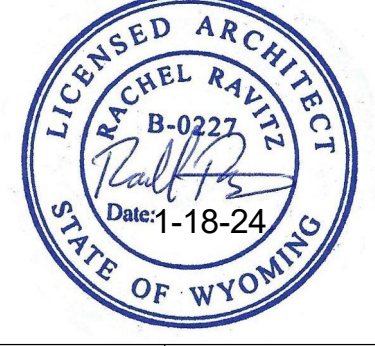


CATOR I RUMA
& ASSOCIATES, CO.



OUT
LANDSCAPE ARCHITECTURE, LLC

1 Jan 3 2024
2 Feb 2 2024
3 Feb 15 2024
4 May 01 2024 C.U.P. & Permit



LICENSED ARCHITECT
RACHEL RAVITZ
B-0227
Date: 1-18-24
STATE OF WYOMING

GSB TOOL & OFFICE ADDITION
GENERAL SERVICES BUILDING 185 South Willow Street

DEMOLITION PLAN



TETON
COUNTY
WYOMING

Facilities
Management

Date May 1 2024

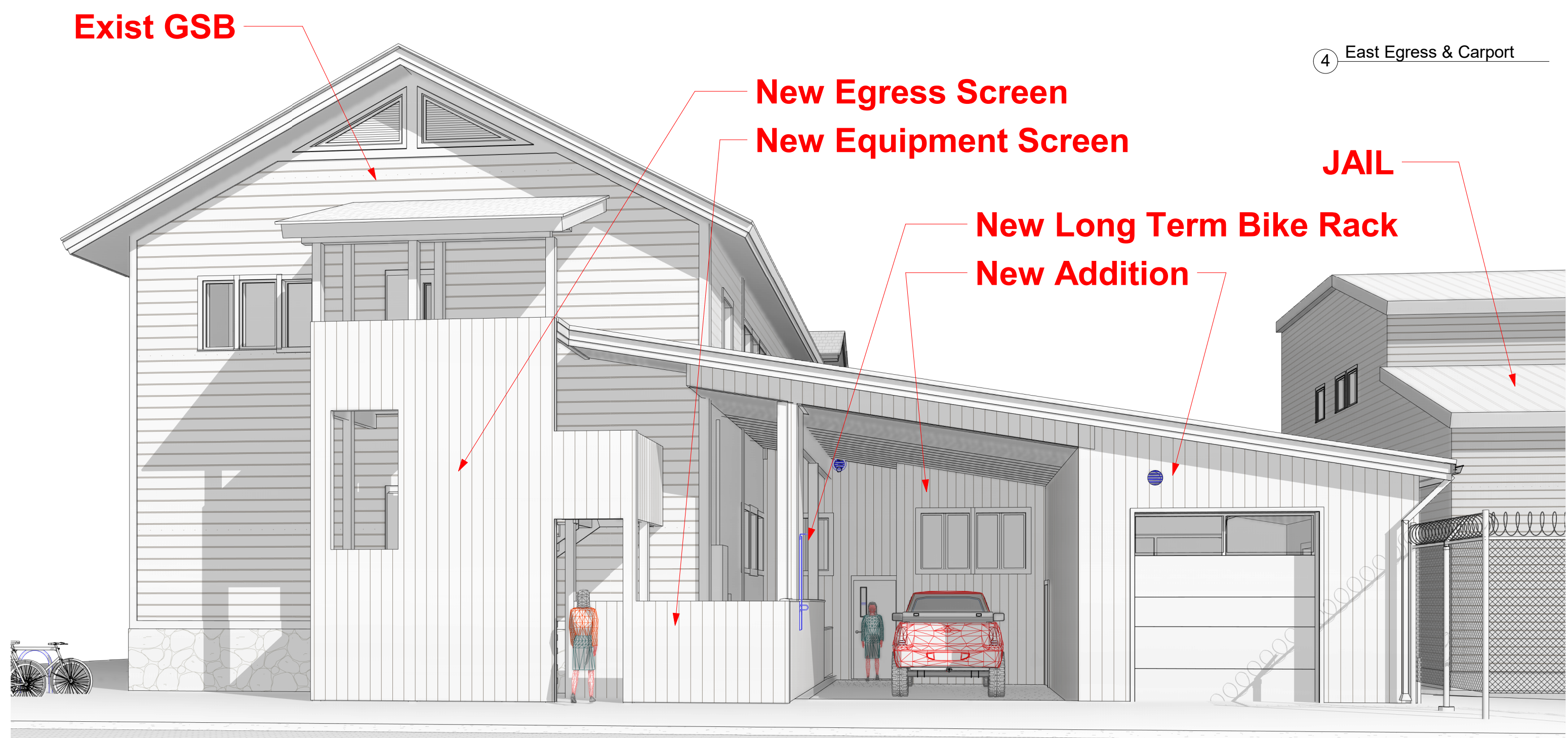
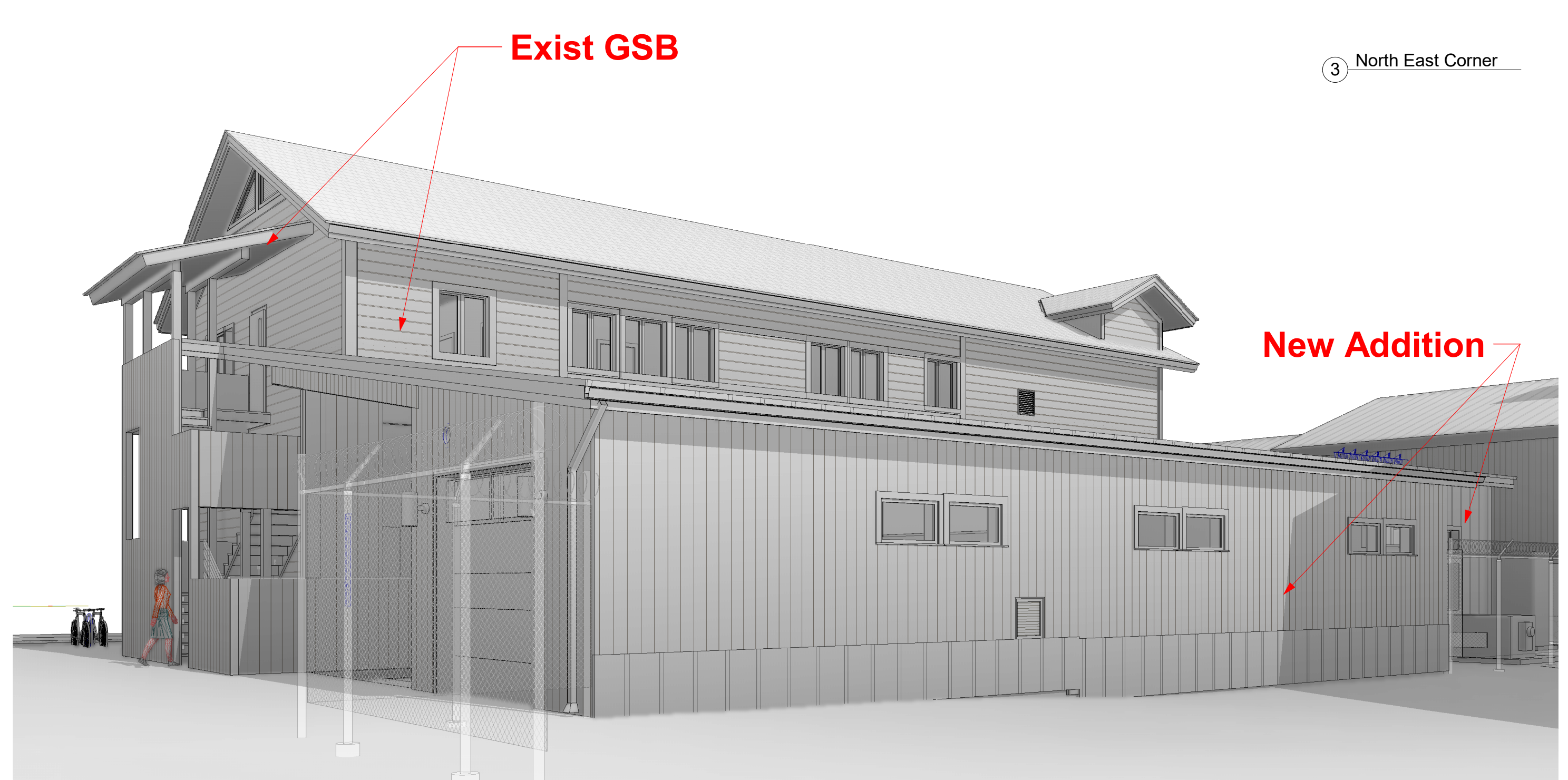
A107

Scale 1/4" = 1'-0"



Jail Wall Removed for Rendering

Hansen Court House

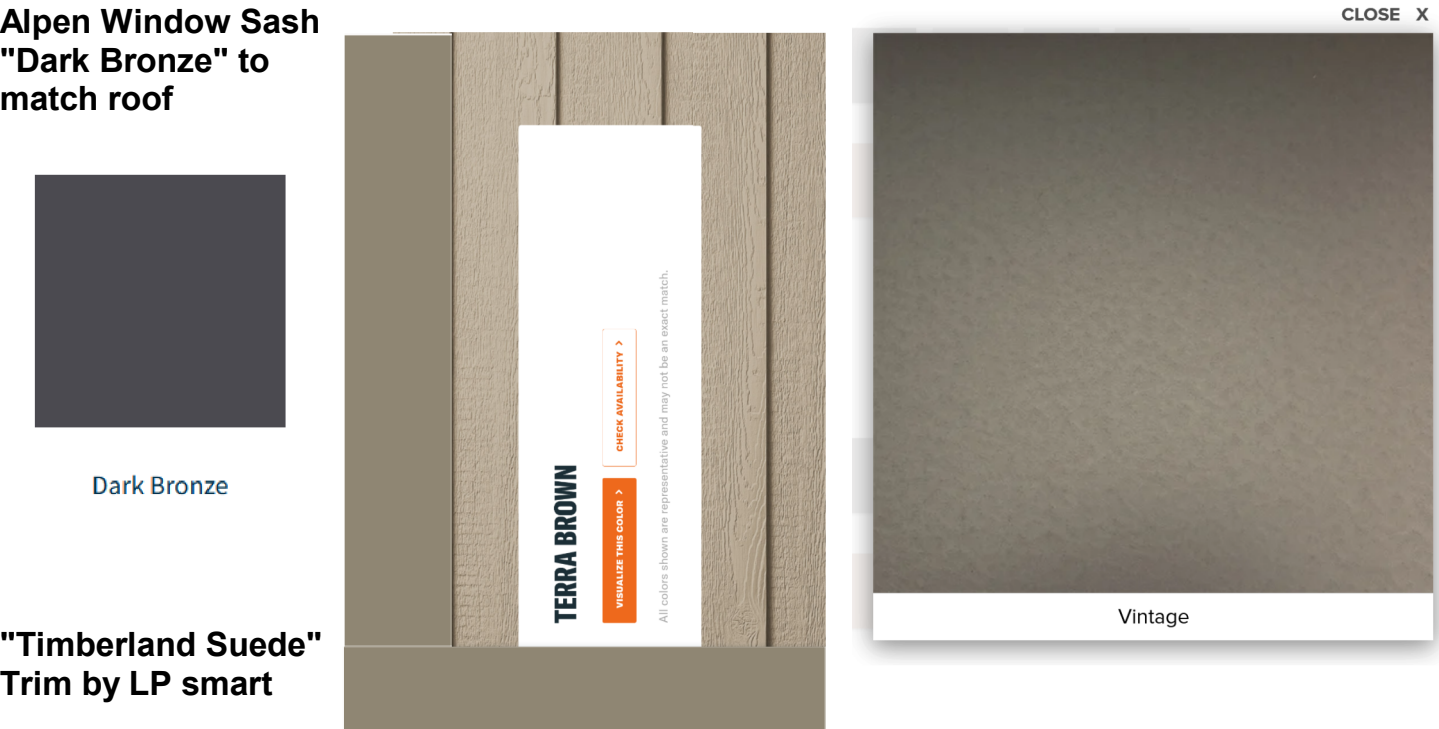




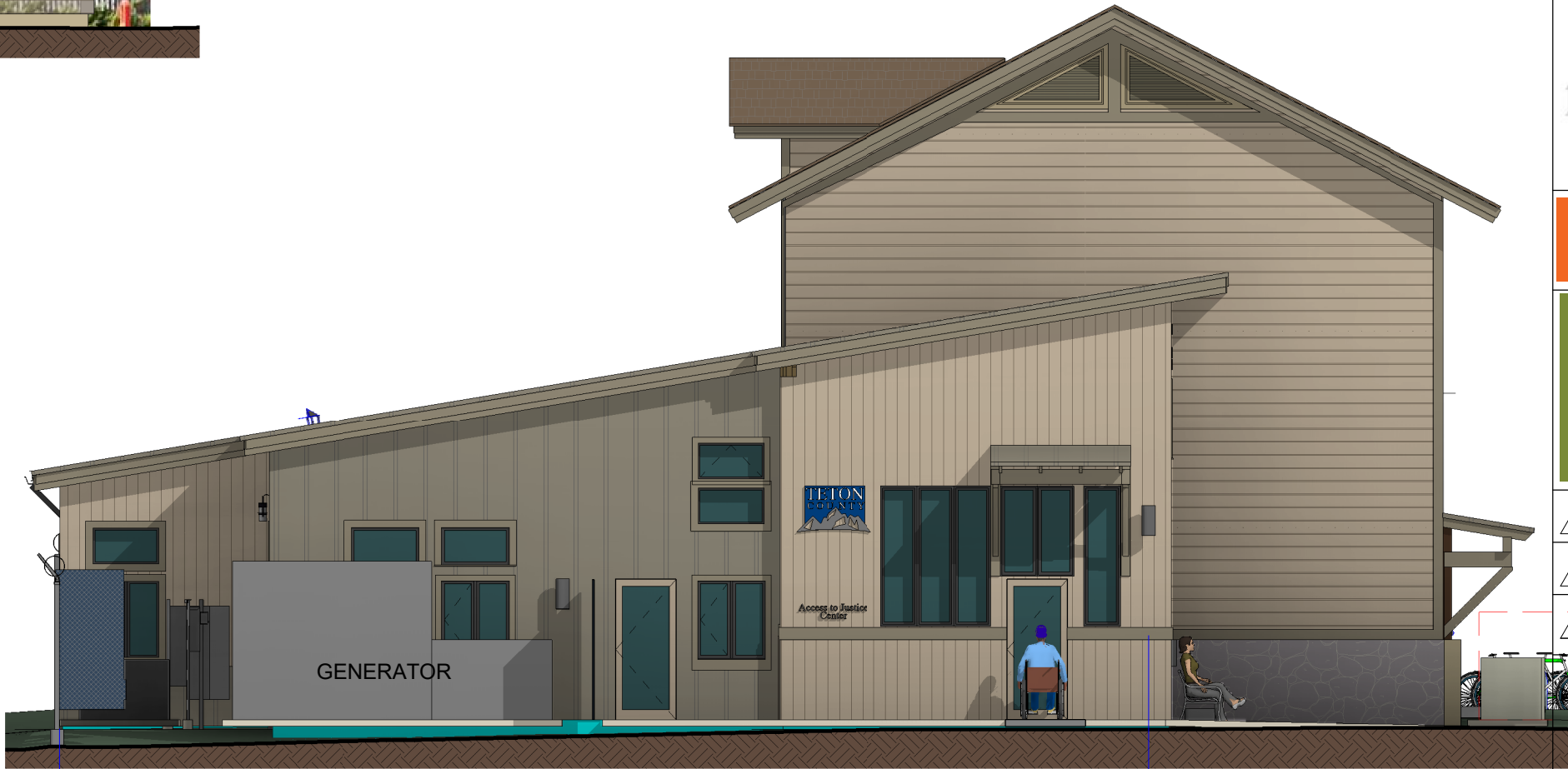
3 East Elevation Color
1/8" = 1'-0"

2" Standing Seam Mechanical Lock with Concealed Fasteners by Bridger Steel
24 Gauge with 18" Seams Finish "Vintage" OR EQUIVALENT

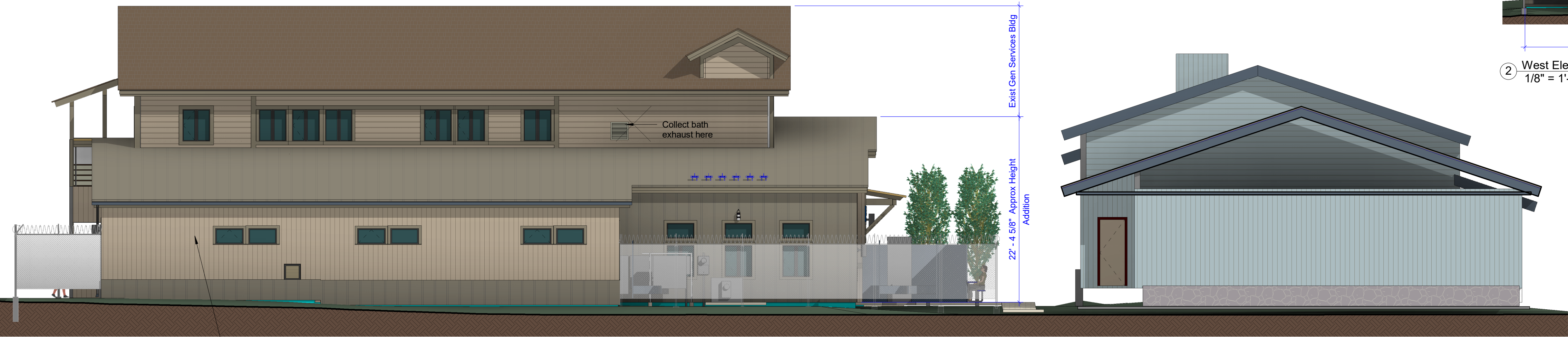
LP Smart Side Lap Siding Vertical Boards with Cedar Texture
"Terra Brown" OR EQUIVALENT



"Timberland Suede"
Trim by LP smart



2 West Elevation Color
1/8" = 1'-0"



4 North Elevation Color
1/8" = 1'-0"

HANSEN COURTHOUSE



1 South Elevation Color
1/8" = 1'-0"



High Center Beam Wall Mount Cylinder 4"

Feature Set

- Eleven optimized distribution patterns allow designers to achieve tailored objectives
- Bounding Ray™ optical design
- 45° cutoff to source and source image
- Fully serviceable lensed LED light engine
- 70% lumen maintenance at 60,000 hours
- 2.5 SDCM; 85 CRI typical, 90+ CRI optional
- Fixtures are damp location standard; wet location option (WLO), covered ceiling, IP66 option available, covered ceiling not required.
- 20 standard colors in textured and gloss finish; custom or RAL colors also available
- Field configurable surface junction box conduit covers available
- ENERGY STAR® Certified product
- UGR of zero for fixtures aimed at nadir with a cut-off equal to or less than 60deg per CIE 117-1995 Discomfort Glare in Interior Lighting; UGR FAQ UGR FAQ

Distribution	30° beam angle	35° beam angle	40° beam angle	45° beam angle	50° beam angle	55° beam angle	60° beam angle	65° beam angle
Superior Performance	500	750	1000	1500	2000	2500	3000	3500
Recessed Lumens	700	800	1062	1545	1977	2419	2920	3548
Delivered	700	800	1062	1545	1977	2419	2920	3548
Wattage	6.7	7.5	10.1	15.1	21.5	26.5	34.1	33.8
Efficacy	104	108	108	102	92	91	86	105

REGIONAL RELEVANCE

CORRINCE
ARCHITECTURE

AIA NCARB LEED AP
Box 2406 Jackson Wy 83001
(307) 699-2454
Rachel@coRRnice.com

JORGENSEN

SARGENT
SARGENT ENGINEERS, INC.

XL
ENGINEERING

CATOR | RUMA
& ASSOCIATES, CO.

INSIDE OUT
LANDSCAPE ARCHITECTURE, LLC

1 Jan 3 2024
2 Feb 2 2024
3 Feb 15 2024
4 May 01 2024 C.U.P. & Permit

LICENSED ARCHITECT
RACHEL RAVITZ
B-0227
Date: 1-18-24
STATE OF WYOMING

GSB TOOL & OFFICE ADDITION
GENERAL SERVICES BUILDING 185 South Willow Street

CONTEXT COLOR ELEVATIONS

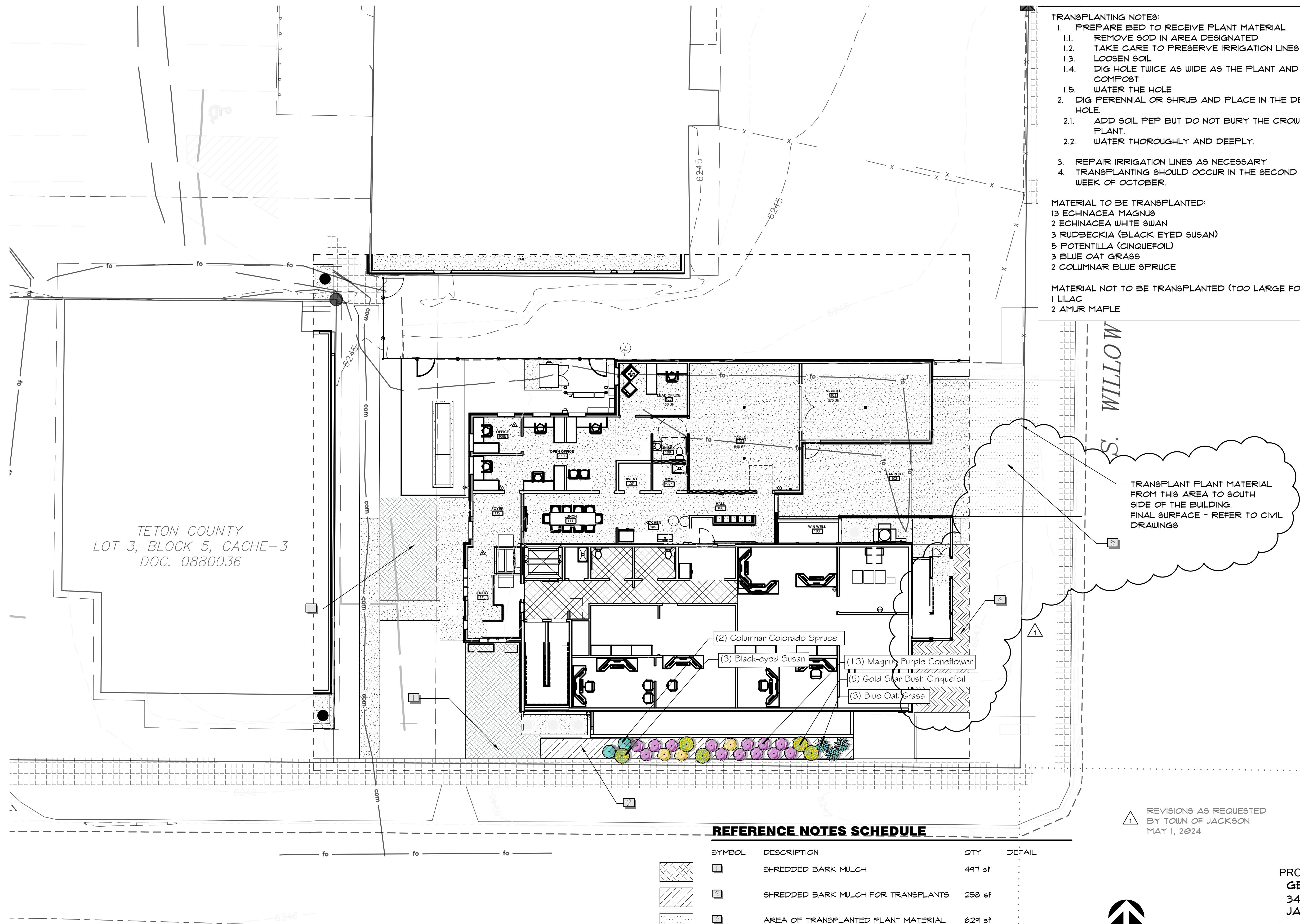
TETON
COUNTY
WYOMING

Facilities Management

Date May 1 2024

A300

Scale 1/8" = 1'-0"



- TRANSPLANTING NOTES:
1. PREPARE BED TO RECEIVE PLANT MATERIAL
 - 1.1. REMOVE SOD IN AREA DESIGNATED
 - 1.2. TAKE CARE TO PRESERVE IRRIGATION LINES
 - 1.3. LOOSEN SOIL
 - 1.4. DIG HOLE TWICE AS WIDE AS THE PLANT AND MIX IN COMPOST
 - 1.5. WATER THE HOLE
 2. DIG PERENNIAL OR SHRUB AND PLACE IN THE DESIGNATED HOLE.
 - 2.1. ADD SOIL FEP BUT DO NOT BURY THE CROWN OF THE PLANT.
 - 2.2. WATER THOROUGHLY AND DEEPLY.
 3. REPAIR IRRIGATION LINES AS NECESSARY
 4. TRANSPLANTING SHOULD OCCUR IN THE SECOND OR THIRD WEEK OF OCTOBER.

MATERIAL TO BE TRANSPLANTED:

- 13 ECHINACEA MAGNUS
- 2 ECHINACEA WHITE SWAN
- 3 RUDBECKIA (BLACK EYED SUSAN)
- 5 POTENTILLA (CINQUEFOL)
- 3 BLUE OAT GRASS
- 2 COLUMNAR BLUE SPRUCE

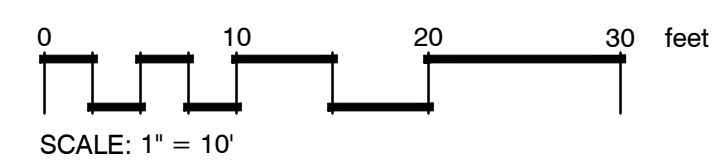
MATERIAL NOT TO BE TRANSPLANTED (TOO LARGE FOR NEW SPACE)

- 1 LILAC
- 2 AMUR MAPLE

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
[Symbol]	SHREDDED BARK MULCH	497 sf	
[Symbol]	SHREDDED BARK MULCH FOR TRANSPLANTS	250 sf	
[Symbol]	AREA OF TRANSPLANTED PLANT MATERIAL	629 sf	
[Symbol]	EXISTING LANDSCAPE AREA	211 sf	

1 REVISIONS AS REQUESTED BY TOWN OF JACKSON MAY 1, 2024



PROJECT TITLE:
GENERAL SERVICES BUILDING
340 N. MILLWARD
JACKSON, WY
DRAWING TITLE:
TRANSPLANT PLAN

DRAWING NO: L300
Project Number: 2023-14
Prepared By: AIF Date: 05/01/24 Rev. Date:

Inside Out Landscape Architecture, LLC
5263 Torrence Road
Wilson, WY 83014
(307) 690-4907
Allison Fleury, PLA
allison.iola@gmail.com
allison_fleury@fastmail.fm



AIA NCARB LEED AP
Box 2406 Jackson WY 83001
(307) 699-2454
Rachel@coRRnice.com



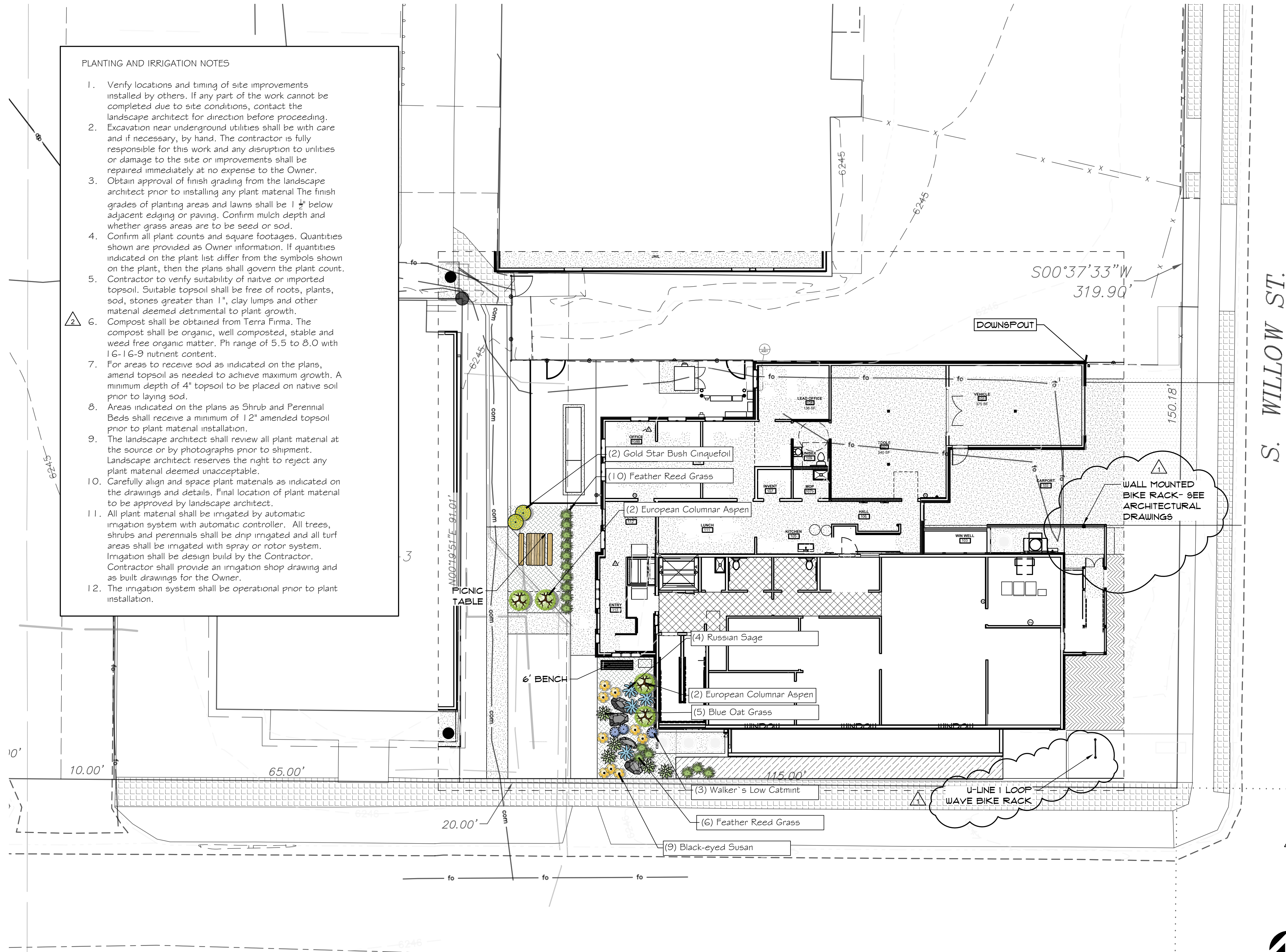
JORGENSEN ASSOCIATES
1315 Highway 89 S. Suite 201
Box 9550 Jackson WY 83002
(307) 733-5150



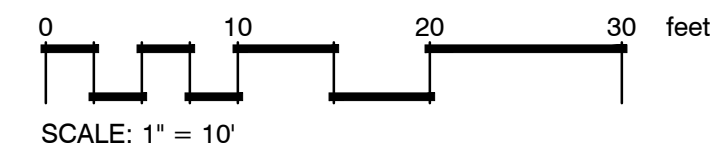
Inside Out Landscape Architecture, LLC
5263 Torrence Rd., Wilson WY 83014
www.insideoutlandscapearchitecture.com

PLANTING AND IRRIGATION NOTES

1. Verify locations and timing of site improvements installed by others. If any part of the work cannot be completed due to site conditions, contact the landscape architect for direction before proceeding.
2. Excavation near underground utilities shall be with care and if necessary, by hand. The contractor is fully responsible for this work and any disruption to utilities or damage to the site or improvements shall be repaired immediately at no expense to the Owner.
3. Obtain approval of finish grading from the landscape architect prior to installing any plant material. The finish grades of planting areas and lawns shall be $1\frac{1}{4}"$ below adjacent edging or paving. Confirm mulch depth and whether grass areas are to be seed or sod.
4. Confirm all plant counts and square footages. Quantities shown are provided as Owner information. If quantities indicated on the plant list differ from the symbols shown on the plan, then the plans shall govern the plant count.
5. Contractor to verify suitability of native or imported topsoil. Suitable topsoil shall be free of roots, plants, sod, stones greater than 1", clay lumps and other material deemed detrimental to plant growth.
6. Compost shall be obtained from Terra Firma. The compost shall be organic, well composted, stable and weed free organic matter. Ph range of 5.5 to 8.0 with 16-16-9 nutrient content.
7. For areas to receive sod as indicated on the plans, amend topsoil as needed to achieve maximum growth. A minimum depth of 4" topsoil to be placed on native soil prior to laying sod.
8. Areas indicated on the plans as Shrub and Perennial Beds shall receive a minimum of 12" amended topsoil prior to plant material installation.
9. The landscape architect shall review all plant material at the source or by photographs prior to shipment. Landscape architect reserves the right to reject any plant material deemed unacceptable.
10. Carefully align and space plant materials as indicated on the drawings and details. Final location of plant material to be approved by landscape architect.
11. All plant material shall be irrigated by automatic irrigation system with automatic controller. All trees, shrubs and perennials shall be drip irrigated and all turf areas shall be irrigated with spray or rotor system. Irrigation shall be design build by the Contractor. Contractor shall provide an irrigation shop drawing and as built drawings for the Owner.
12. The irrigation system shall be operational prior to plant installation.

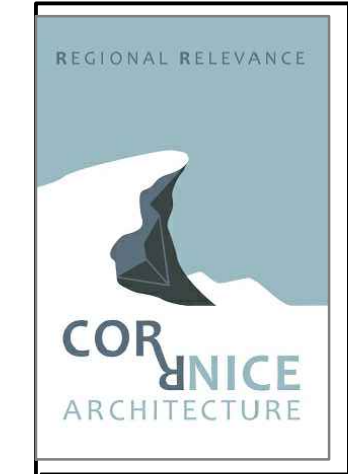


REVISIONS AS REQUESTED
BY TOWN OF JACKSON
MAY 1, 2024



PROJECT TITLE:
GENERAL SERVICES BUILDING
340 N. MILLWARD
JACKSON, WY
DRAWING TITLE:
PLANTING PLAN

DRAWING NO: L301
Project Number: 2023-14
Prepared By: AIF Date: 05/01/24 Rev. Date:

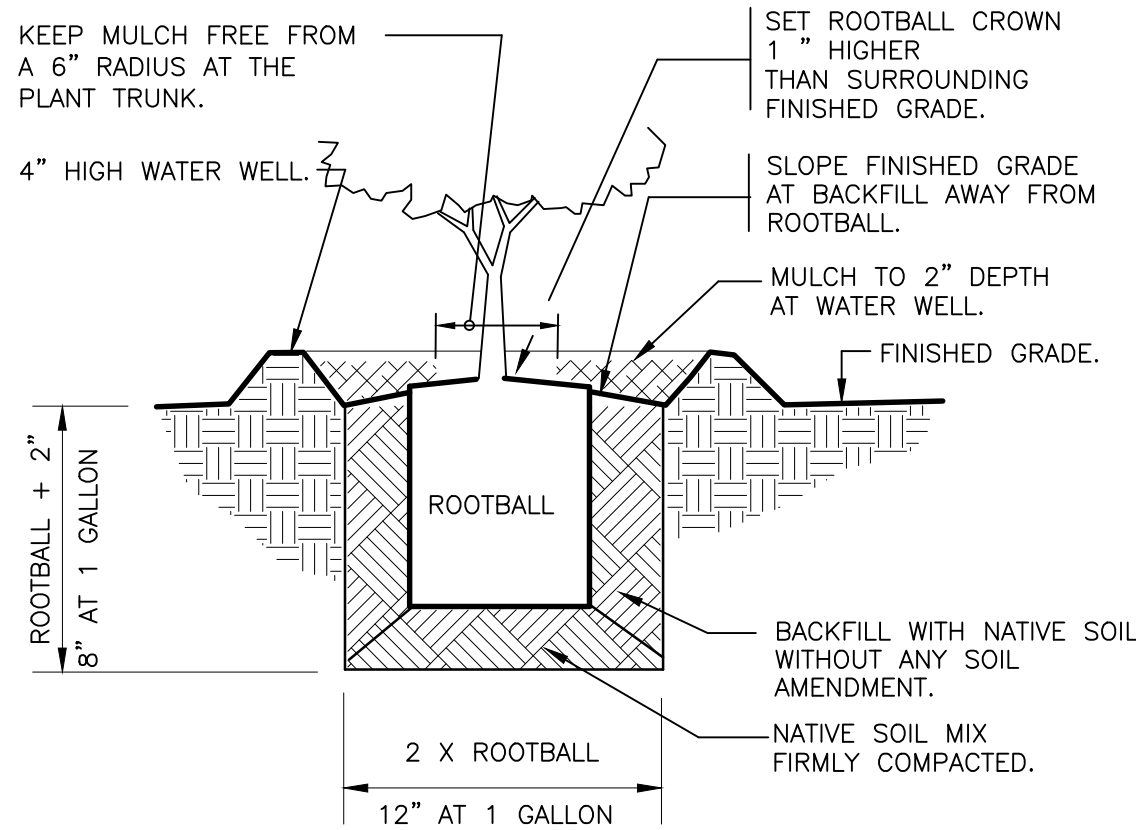


AIA NCARB LEED AP
Box 2406 Jackson WY 83001
(307) 699-2454
Rachel@coRnIce.com

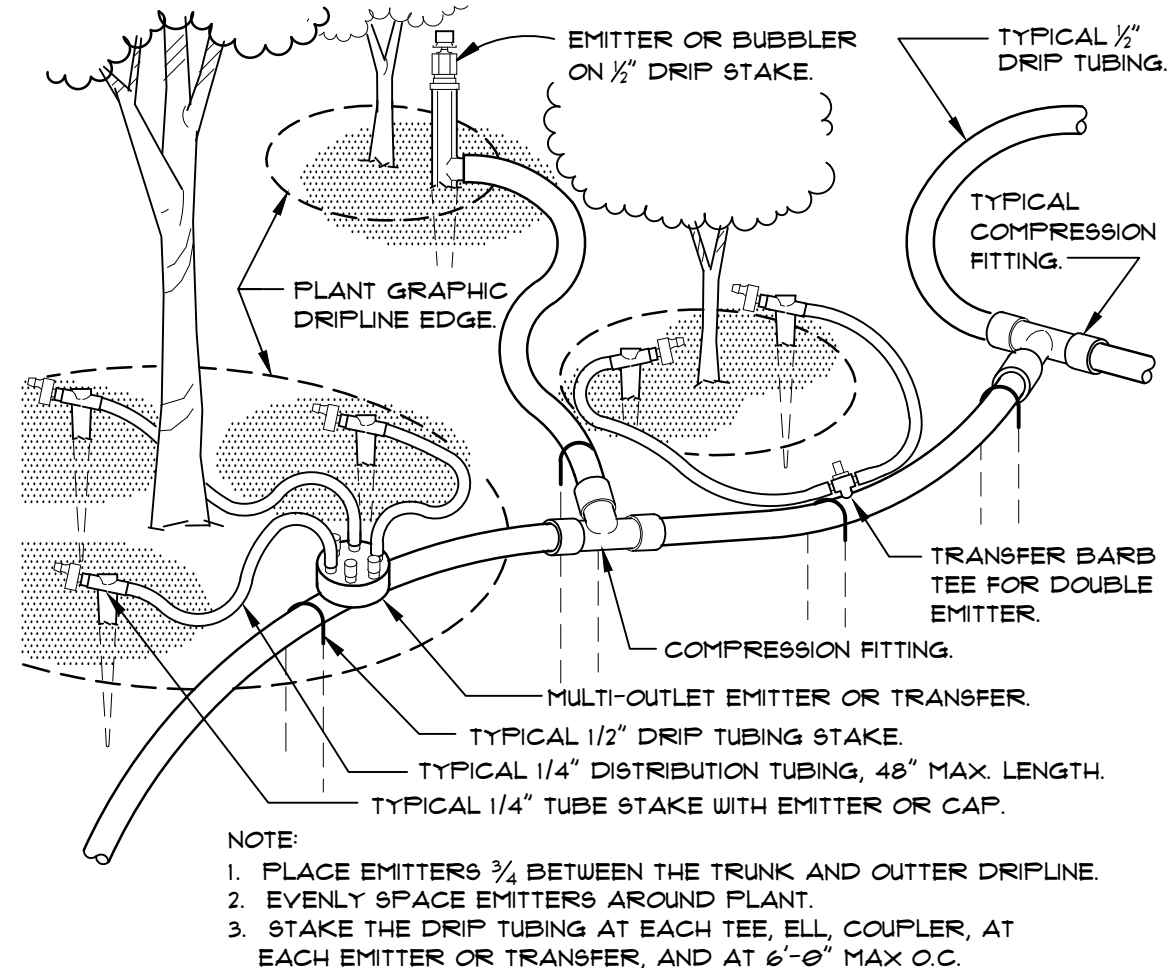


JORGENSEN ASSOCIATES
1315 Highway 89 S, Suite 201
Box 9550 Jackson WY 83002
(307) 733-5150

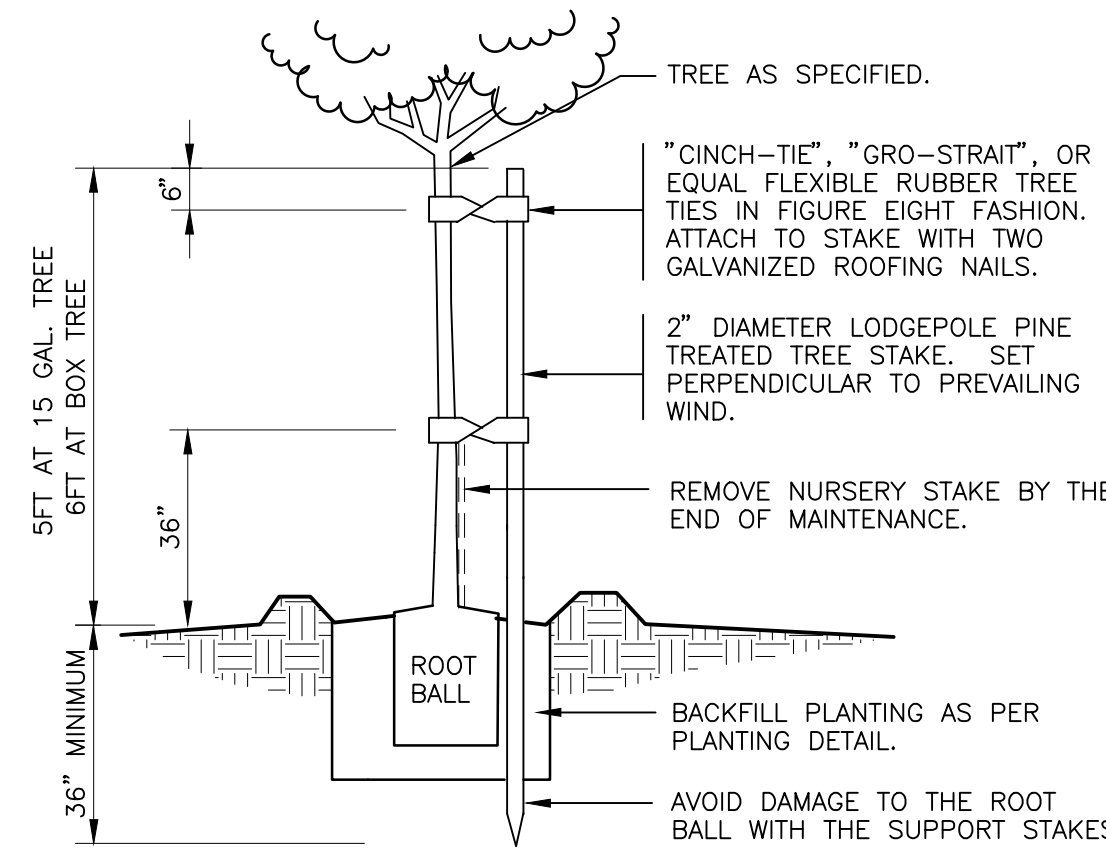




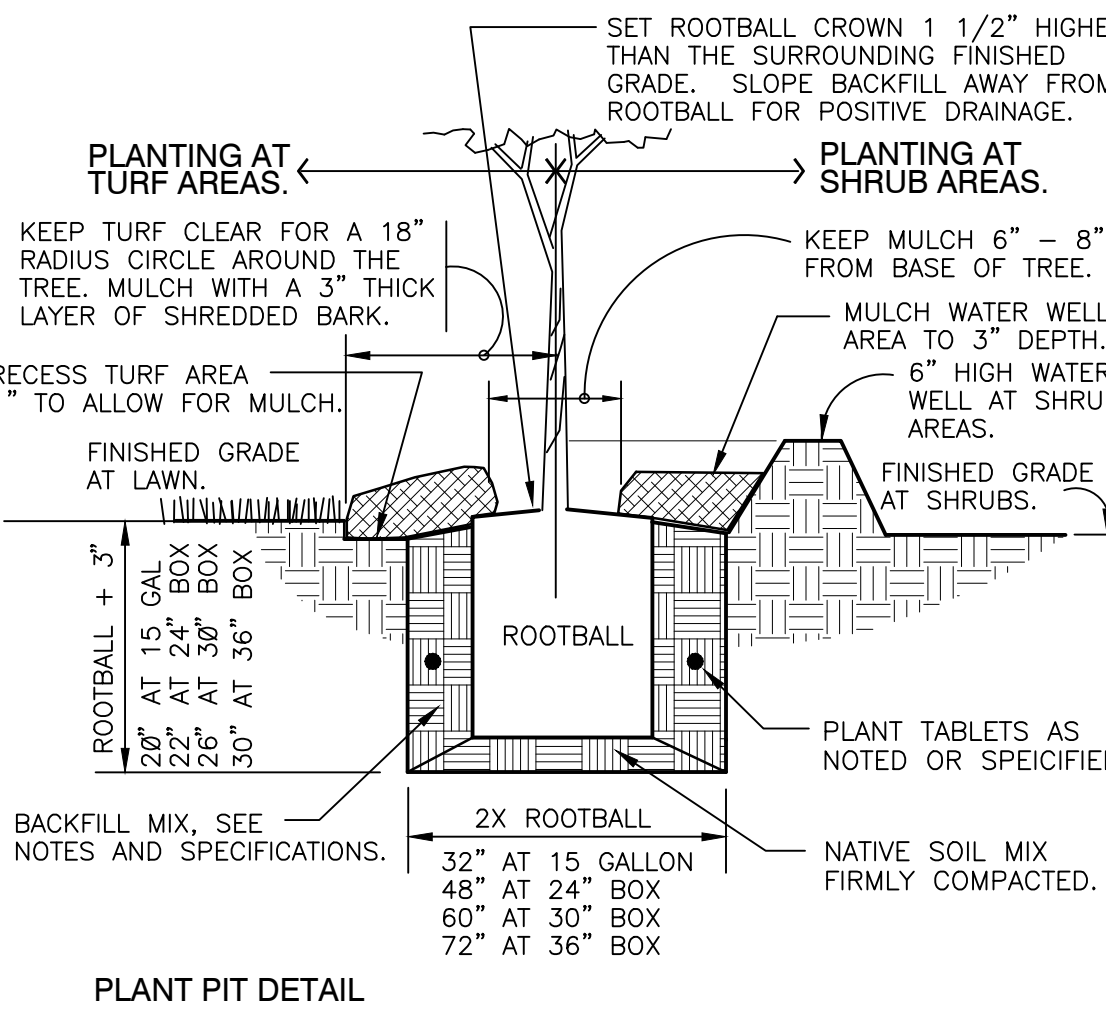
1 NATIVE SHRUB PLANTING
1" = 1'-0"
320333.13-03



4 TYPICAL DRIP TUBING
1 1/2" = 1'-0"
320413.43-04



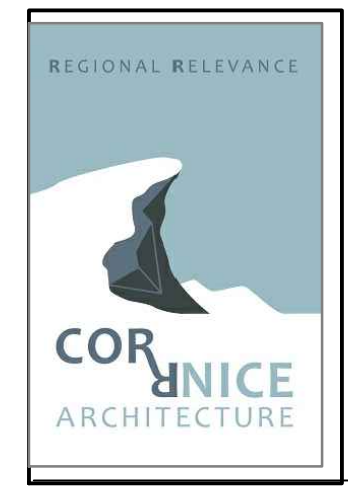
2 TREE SINGLE STAKE PLANTING
1" = 1'-0"
FX-PL-FX-TREE-01



3 GROUNDCOVER
3/4" = 1'-0"
FX-PL-FX-GROU-01

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	QTY
TREES						
	<i>Picea pungens</i> 'Fastiglata'	Columnar Colorado Spruce	Transplanted		8' installed	2
	<i>Populus tremula</i> 'Erecta'	European Columnar Aspen	B & B		3' Cal	4
SHRUBS						
	<i>Potentilla fruticosa</i> 'Gold Star'	Gold Star Bush Cinquefoil	5 gal			2
	<i>Potentilla fruticosa</i> 'Gold Star'	Gold Star Bush Cinquefoil	Existing - transplanted			5
GRASSES						
	<i>Calamagrostis</i> x <i>acutiflora</i> 'Karl Foerster'	Feather Reed Grass	1 gal			16
	<i>Helictotrichon sempervirens</i>	Blue Oat Grass	1 gal			5
	<i>Helictotrichon sempervirens</i>	Blue Oat Grass	Existing - transplanted			3
XERIC PERENNIALS						
	<i>Echinacea purpurea</i> 'Magnus'	Magnus Purple Coneflower	Existing - transplanted			13
	<i>Nepeta</i> x 'Walker's Low'	Walker's Low Catmint	1 gal			3
	<i>Perovskia</i> x 'Little Spire'	Russian Sage	1 gal			4
	<i>Rudbeckia hirta</i>	Black-eyed Susan	1 gal			4
	<i>Rudbeckia hirta</i>	Black-eyed Susan	Existing - transplanted			3



AIA NCARB LEED AP
Box 2406 Jackson Wy 83001
(307) 699-2454
Rachel@coRnIce.com



JORGENSEN ASSOCIATES
1315 Highway 89 S, Suite 201
Box 9550 Jackson Wy 83002
(307) 733-5150



GENERAL SERVICES BUILDING
Inside Out Landscape Architecture, LLC
5263 Torrence Rd., Wilson WY 83014
www.insideoutlandscapearchitecture.com

PROJECT TITLE:
GENERAL SERVICES BUILDING
340 N. MILLWARD
JACKSON, WY
DRAWING TITLE:
PLANTING PLAN

DRAWING NO: L301
Project Number: 2023-14
Prepared By: AIF Date: 05/01/24 Rev. Date:

STAFF REPORT



Meeting Date:	June 3, 2024	Meeting Title:	Regular Town Council - Continuance
Submitting Department:	Planning Department	Presenter:	Tyler Valentine
Agenda Item:	Planned Unit Development Amendment, Development Plan, Conditional Use Permit, and fee waiver request for the Presbyterian Church of Jackson Hole Housing Development at Parcel 1 along South Park Loop Road (P23-206, P23-204, P24-007, P24-024)	Public Comment:	Yes

Purpose & Policy Considerations.

First, a Planned Unit Development (PUD) Amendment is required by Land Development Regulation (LDR) Section 8.2.13.D when previously approved PUDs, Planned Mixed-use Developments, or Complete Neighborhood Master Plans (CNMP) are proposed to be amended.

Second, a Development Plan is required in the PUD - Neighborhood Low Density-3 (PUD - NL-3) zoning district by the Town of Jackson LDRs for projects with a density of more than five units. The proposed project includes 21 townhome units.

Third, the proposed church "Fellowship" building is considered an "Institutional" use which requires a Conditional Use Permit (CUP). All three requests mentioned above require Planning Commission review and recommendation prior to the Town Council's final review and consideration.

Lastly, pursuant to Ordinance 939 the Town Council may reduce, defer, or waive application fees upon the request of an applicant if the proposed project advances significant community goals, which include, but are not limited to the following:

- A project that is sponsored by a governmental entity or a project that receives public funding.
- A project that provides extraordinary charitable, civic, educational, or similar benefits to the community.

Requested Action.

The applicant, Jorgensen Associates, on behalf of the Presbyterian Church of Jackson Hole (PCJH) is requesting approval of a 21-unit workforce deed-restricted housing development with a church Fellowship building at an unaddressed 2.93-acre parcel (Parcel 1) located along South Park Loop Road directly south/southeast of the Presbyterian Church. The applicant is formally requesting approval of the following items:

ITEM A (P23-206): Approval of a PUD Amendment to amend the Cottonwood Park CNMP to allow 'Multi-family Residential' (i.e., condominiums, townhomes, apartments) and "Institutional" (i.e., church) as allowed uses on the subject property.

ITEM B (P23-204): Approval of a Development Plan for a two-phased development of 21 workforce deed-restricted townhome ownership units (employer-owned) totaling 25,466 sf of above-ground habitable.

ITEM C (P24-007): Approval of a CUP for a new Institutional use, specifically for a 1,500-sf ancillary church Fellowship building on the subject property.

ITEM D (P24-024): Request for approval to waive all application fees associated with all Planning applications (i.e., PUD Amendment, Development Plan, CUP, & Subdivision Plat) and future building permit applications. The total Planning fees requested to be waived is \$7,036.00. Building permit applications fees are determined after building permit submittal and are TBD.

The applicant is requesting a one-time continuance of Items P23-006, P23-204, P24-007, and P24-024 to the regularly scheduled Town Council meeting on July 1, 2024.

Suggested Motion.

I move to **continue** Items P23-006, P23-204, P24-007, and P24-024 to the regularly scheduled Town Council meeting on July 1, 2024.

STAFF REPORT



Meeting Date:	June 3, 2024	Meeting Title:	Regular Town Council
Submitting Department:	Administration	Presenter:	Tyler Valentine Tyler Sinclair
Agenda Item:	Petition to Vacate portion of an alley located on block addressed 325 N. Cache Street et al. (PM23-006)	Public Comment:	Yes

***This item was continued from the regularly scheduled Town Council meeting on May 6, 2024. No new information has been provided in this staff report.**

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.

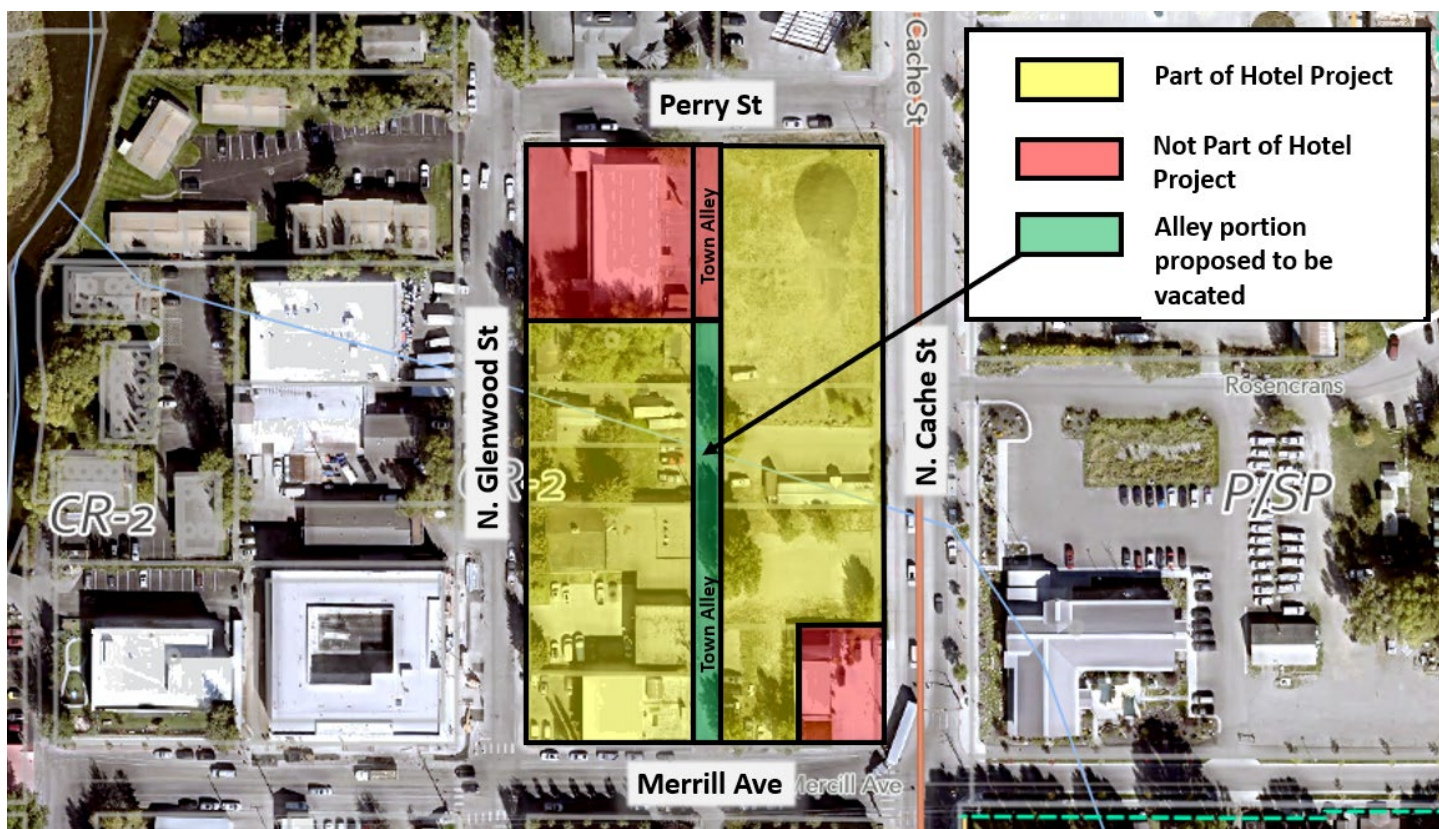
If the Town Council is willing to vacate the alley, staff (Planning, Public Works, and Town Manager) recommends that the entire alley be vacated. If the Town Council supports vacating a portion of the alley as proposed, then staff recommends requiring that an operation and maintenance agreement be recorded against the remaining 140' of the alley to ensure that the Town is not obligated to maintain a dead-end alley.

Key Policy Questions.

1. Does the Council support vacating a portion or all of this alley?
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 today?

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 nearly constitute 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 Merrill 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 FAR and is applying the 0.8 FAR to the original site of 113,000 sf. Please see the Sketch Plan staff (P24-002) accompanying this staff report for more details on the project.

Previous 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 up 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 generally 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. For this reason, the alley vacation request is being reviewed concurrently with their Sketch Plan. This of course comes with some 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 date unknown 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. As proposed, the applicant is not benefiting from any additional floor area as a result of adding the 7,200 sf alley to the development site. In exchange for vacating the alley, the applicant is offering the following instead of a cash payment of the fair market value:

1. To pay the Town's portion of constructing the left-hand turn lane for The Loop project, which is estimated to cost up to approximately \$500,000.00.
2. To increase the restriction on 30 units at The Loop from a workforce deed restriction to an affordable deed restriction.

In the applicant's justification, they state that the proposed use of the alleyway provides the following mostly non-monetary public benefits for the Town of Jackson:

- Optimizes the site and allows for street and retail activation by providing a pedestrian paseo through the project that creates an inviting space for both the public and guests of the property.
- Increases curb appeal by breaking up the project massing with courtyard and public spaces, including an area that includes a modern take on an iconic Jackson barn (i.e., Moulton Barn) for restaurant and meeting space.
- Retains the northern portion of the alley for truck and loading access for the project and neighboring Cache Creek Motel property.
- Reduces service burden for the Town's Public Works department. (Note – the applicant has verbally stated they are open to vacating the entire alley to satisfy concerns from Public Works over having to maintain a dead-end alley)

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 finalizing agreements for the relocation of all affected utilities, agreeing to final terms for the vacation with the applicant, and preparing a warranty deed to sell and transfer ownership of the alley property to the applicant). 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).

The decision to vacate an alley is at the discretion of the Council. There are no required findings or standards that must be met. Rather, Council must make its decision based on whatever factors it finds most relevant to the public interest and provide due process.

The Council's decision regarding the alley vacation also plays a key role in 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.

The Council has 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 (or entire) a 20'-wide alley that serves a full Town block and connects two streets.

From the Planning Department's perspective, the Planning Director has the following general comments for the Council's consideration:

- If approved, this would be the first time the Town has vacated an in-tact or entire alley (in recent memory).
- 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 at the developer's cost.
- The Fire Department stated that it has no formal objection to the alley being vacated.
- Public Works recommends vacating the entire alley versus a partial vacation. If a partial vacation is approved, Public Works recommends requiring an operation and maintenance agreement to ensure that the Town is not responsible for maintaining a dead-end alley.
- If the vacation is not approved, there are other ways for the applicant to accomplish some of their development goals, such as requesting an Encroachment / Easement Agreements to allow an underground parking garage under the Town's alley and/or to allow elevated walkways over the alley to connect detached buildings. (Of course, the Council is not required nor guaranteed to approve such agreements.)
- 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 the Planning Department's general comments, below is a table of potential impacts identifying some 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, one along Mercill Avenue and one along Glenwood Street, that are visible and accessible from public streets.	Town loses permanent ownership of a portion, or all of, the alley which could be a problem or constraint if the property redevelops in the future and no 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. If the alley is retained, we are more likely to get a continuous street wall of building facades along all four streets, similar to the Marriot, Pearl/Cache redevelopment of the Ranch Inn, Glenwood/Gill Townhomes, etc.	Loss of the alley enables the development of one massive 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 ROW or Cache Creek Motel. Need to ensure snow removal, loading, and trash pick-up can still function efficiently. Public Works recommends the entire alley be vacated. Regardless, vacating a portion or all of the alley could hinder internal vehicular circulation, potentially hindering safe and efficient off-street deliveries by large trucks to the site.
Cost saving to the Town of no longer having to maintain the alley (e.g., snow plowing, surface maintenance, etc.)	May create complications for retaining certain utilities in the non-vacated portion of the alley. This concern goes away if the entire alley is vacated or if an operating and maintenance agreement is 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 intended to be workforce-restricted units.	

Town staff from the Planning, Public Works, Legal, and Fire Departments have reviewed the vacation request and no formal objections have been provided. The Planning Department's general conclusion is that the public benefits of the vacation, from an urban design standpoint, outweigh the negative impacts of losing the alley. In contrast, if the alley remains, the design would likely 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, staff acknowledges that the alley vacation offers a significant opportunity to open the design to the adjacent public streets, resulting in potentially better urban design outcomes that benefit the public.

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)
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 (staff's recommendation). 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 that 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.
2. Deny the Request. The Council could deny the alley vacation request. The applicant would have other ways to potentially accomplish some of their development goals, such as requesting Encroachment Agreements to allow, for example, an underground parking garage under the Town's alley or elevated skywalks over the alley to connect detached buildings. Additionally, 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.

Should the Council choose to vacate a portion, or all of this alley, the Town Council should consider what it would prefer in exchange for the sale of the alley. For example, would the Council prefer a cash payment based on the appraised value and other non-montary considerations, or would the Council prefer what the applicant has offered which includes paying for the Town's portion of the left turn lane at The Loop and 30 affordable deed-restricted units, or some other alternative that the Town and applicant agree to. The Town would also be relieved of all future costs related to the maintenance of the alley.

Staff Impact.

The amount of staff time to review, meet with the applicant, research, and write this report including future work to send final letters is roughly 30 hours.

Attachments or Links.

Department Reviews
Applicant Submittal
Public Comment

Suggested Motion.

I move to direct staff to prepare all necessary documentation associated with potentially vacating (a portion or the entirety) of the alley, including staff's recommended terms and conditions in the departmental reviews and others, and present the items on a future Council agenda for Council's review and consideration.



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 mitigation¹). 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

¹To 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. | ph: (307) 733-0440
P.O. Box 1687 | www.townofjackson.com
Jackson, WY 83001

For Office Use Only

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

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

PROJECT.

Name/Description: 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.

☒ Property Owner ☐ Applicant/Agent

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

Use Permit

☐ Basic Use
☐ Conditional Use
☐ Special Use

Relief from the LDRs

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

Physical Development

☐ Sketch Plan
☐ Development Plan
☐ Design Review

Subdivision/Development Option

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

Interpretations

☐ Formal Interpretation
☐ Zoning Compliance Verification

Amendments to the LDRs

☐ LDR Text Amendment
☐ Map Amendment

Miscellaneous

☒ Other: 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?

☒ **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

Brad Wagstaff

Name Printed

8.28.2023

Date

CEO

Title



The Addresses and PIDNs for the referenced property are included below:

Lot Information:

- 370 N Glenwood Street
 - o PIDN: 22-41-16-28-4-03-003
- 360 N Glenwood Street
 - o PIDN: 22-41-16-28-4-03-006
- 350 N Glenwood Street
 - o PIDN: 22-41-16-28-4-03-007
- 330 N Glenwood Street
 - o PIDN: 22-41-16-28-4-03-008
- 65 Mercill Avenue
 - o PIDN: 22-41-16-28-4-03-012
- 375 N Cache Street
 - o PIDN: 22-41-16-28-4-03-001
- 355 N Cache Street
 - o PIDN: 22-41-16-28-4-03-004
- 345 N Cache Street
 - o PIDN: 22-41-16-28-4-03-013
- 335 N Cache Street
 - o PIDN: 22-41-16-28-4-03-005
- 325 N Cache Street
 - o PIDN: 22-41-16-28-4-03-009
- 45 Mercill Avenue:
 - o PIDN: 22-41-16-28-4-03-011

CONCEPT DESIGN | AUGUST 2023



JACKSON HOTEL

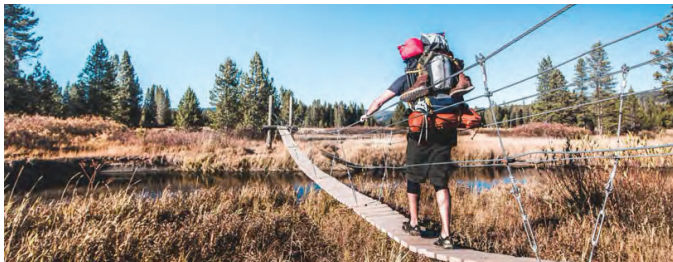


JACKSON, WY



LEGEND

- ⋯ Bike Route
- Trails
- Pathway
- Public Facility
- Roads
- Sponsors
- Park
- 🚶 Hiking/Biking Trailhead
- 🚻 Restrooms
- P Parking
- 📬 Post Office
- V 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: Bicycle





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		

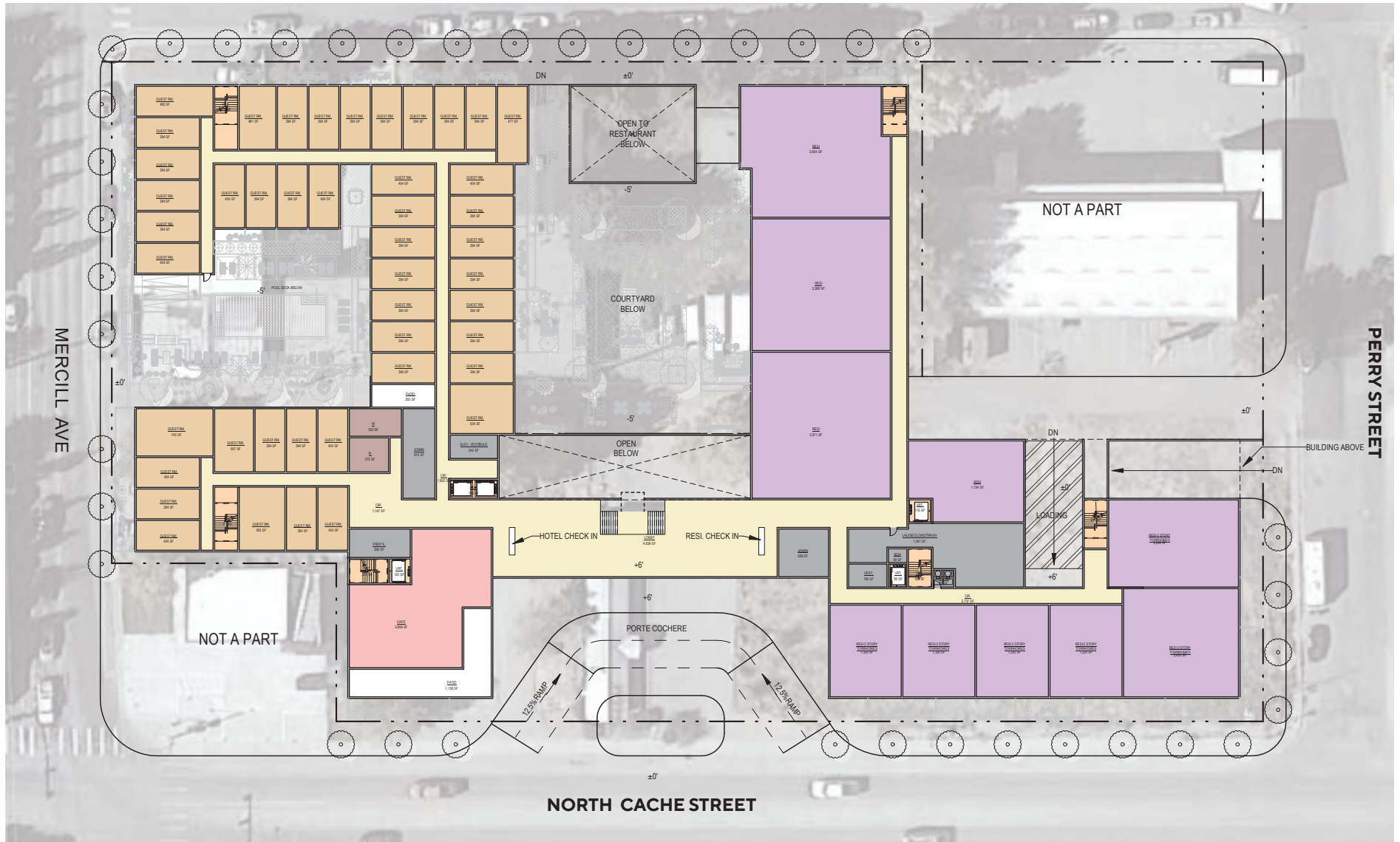
	Hotel	
		Parking
Level	Keys	Required
B02		
B01	31	25
L01	45	36
L02	70	56
L03		
Total	146	117
TOTAL HOTEL	146	

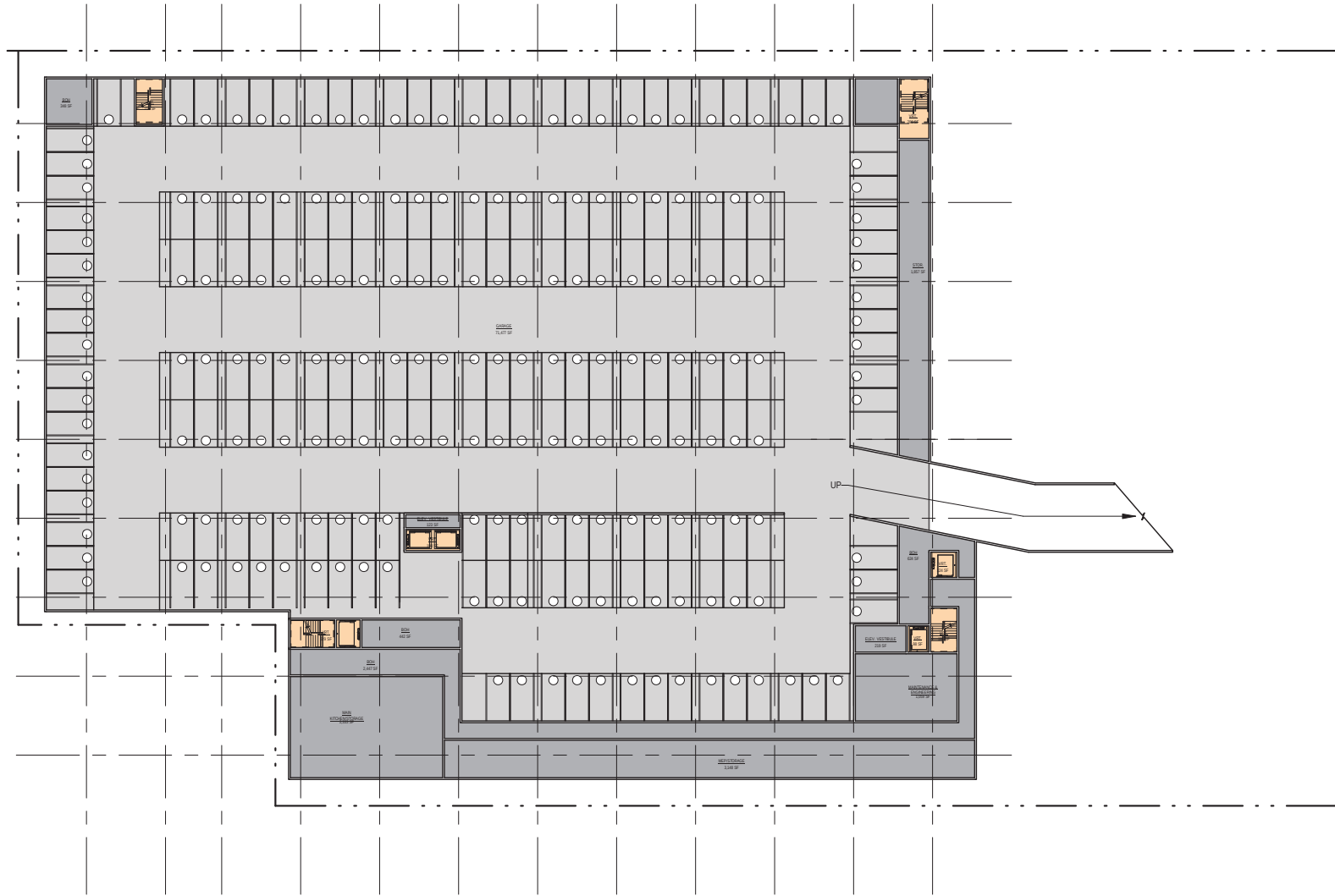
	Parking	
	Stalls Required	Stalls Provided
B02	189	207

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





MERCILL AVE

PERRY STREET

NORTH CACHE STREET



JACKSON HOTEL
JACKSON, WY



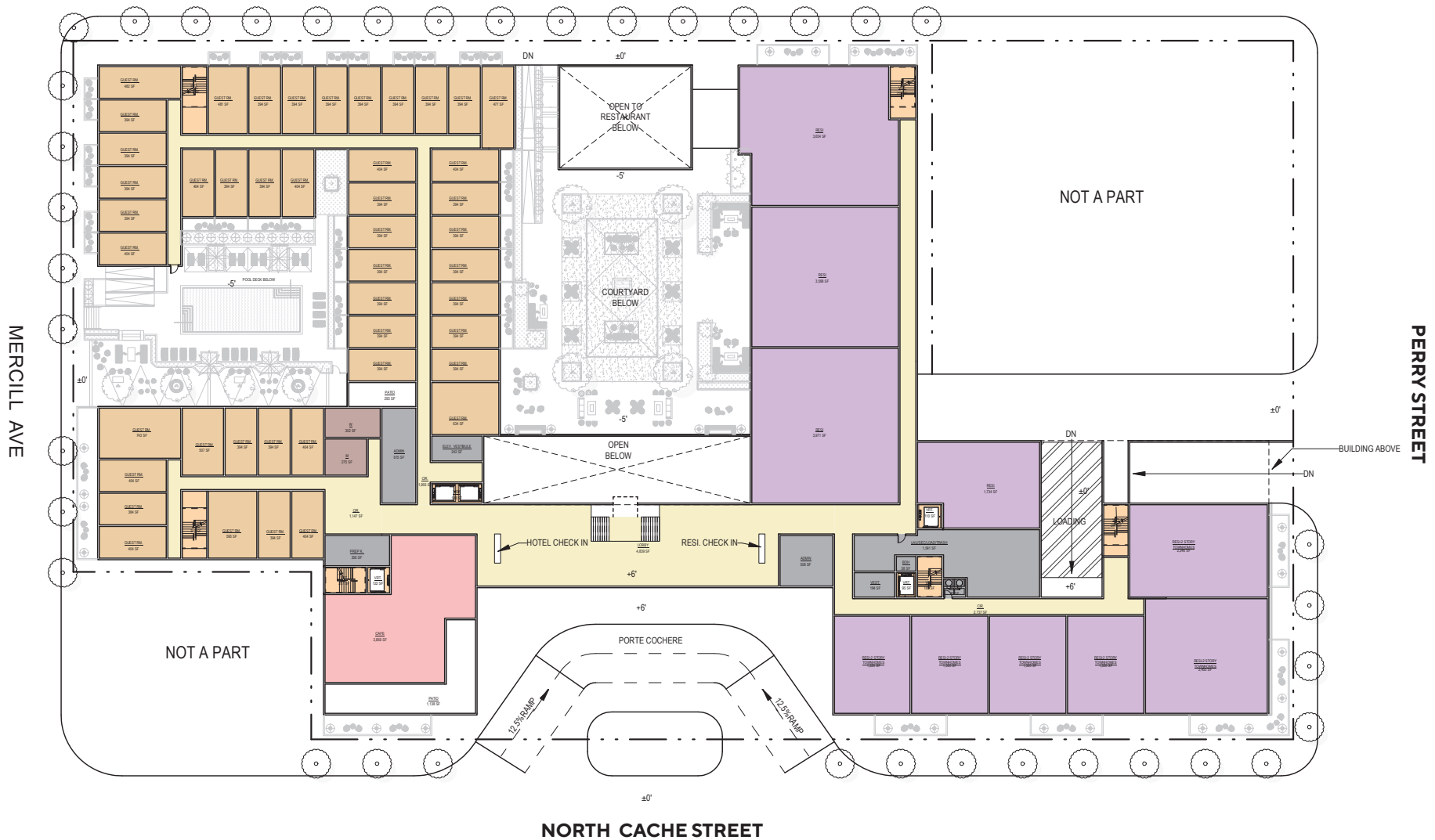
FLOOR PLAN - LEVEL B1

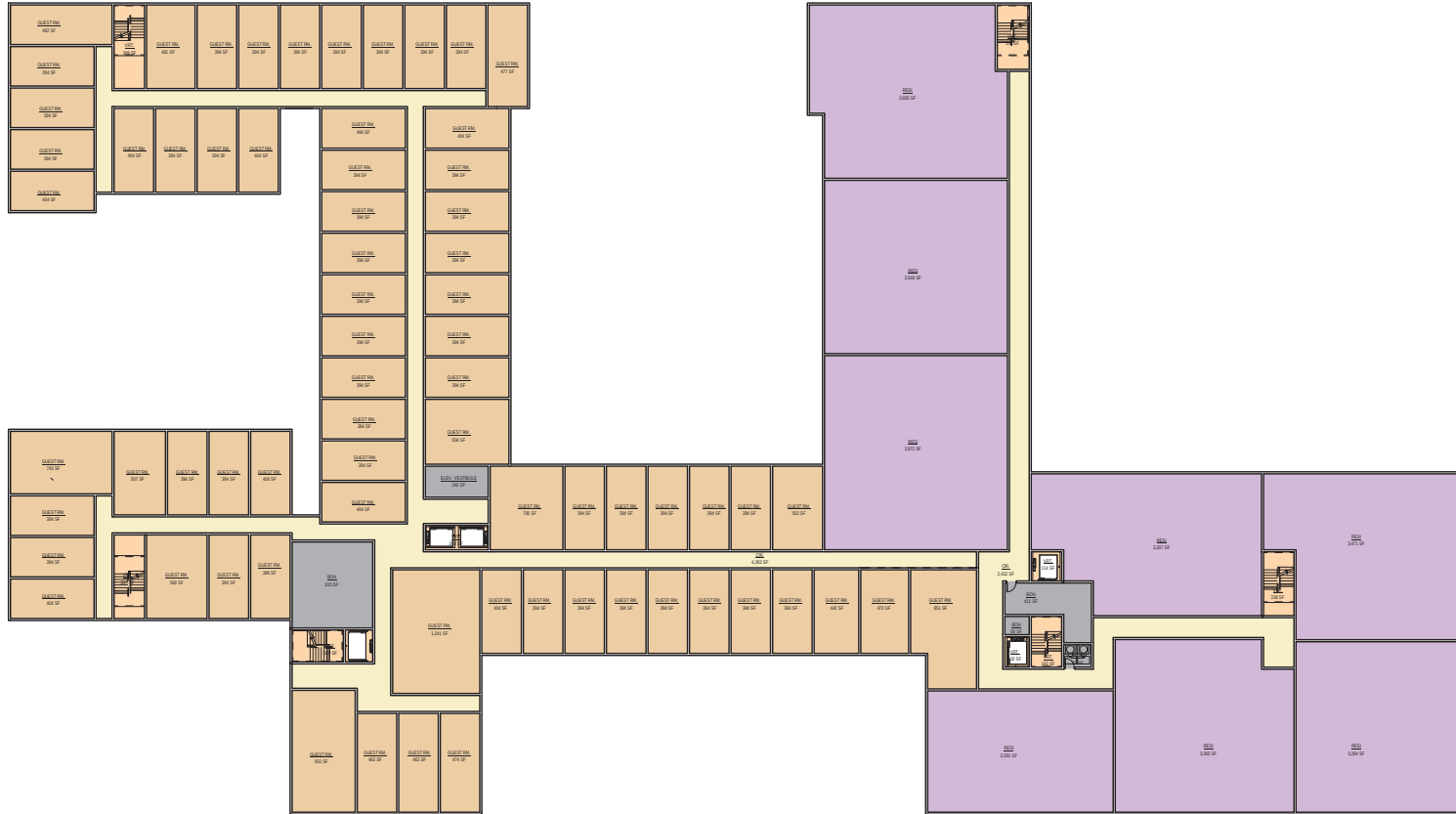
0 40' 80'
SCALE: 1" = 40'

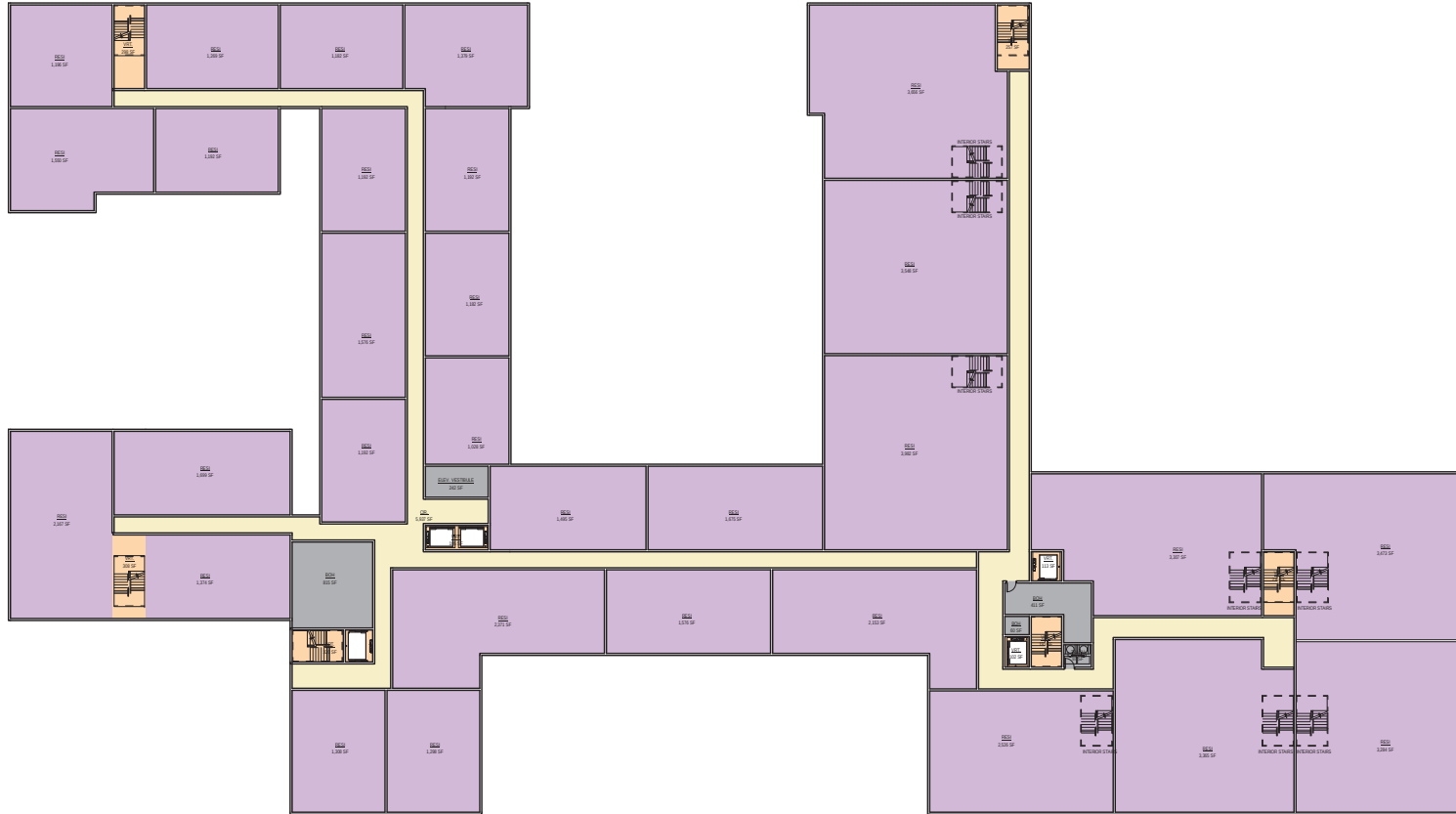


20

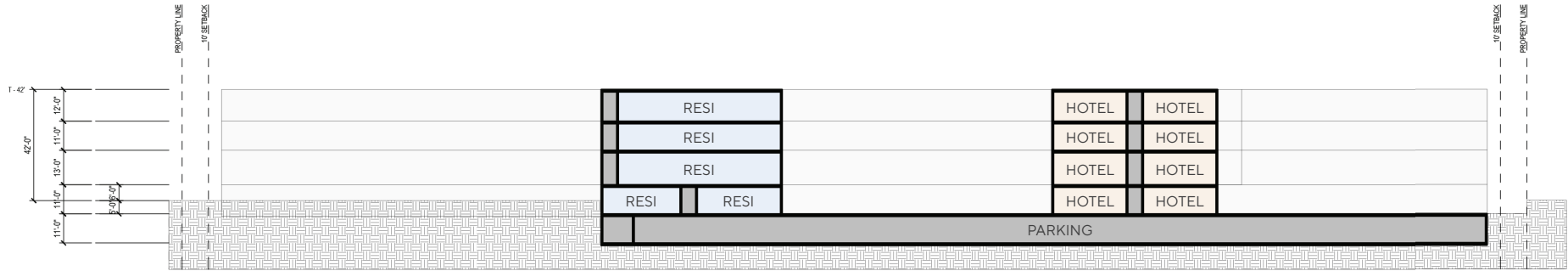
Scale:
Auto No.
Date
2023-0270
2023-08-08



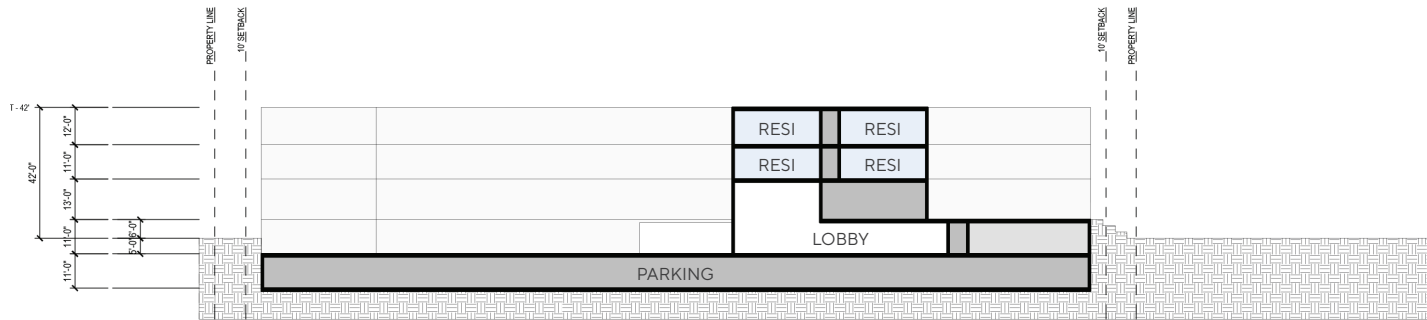




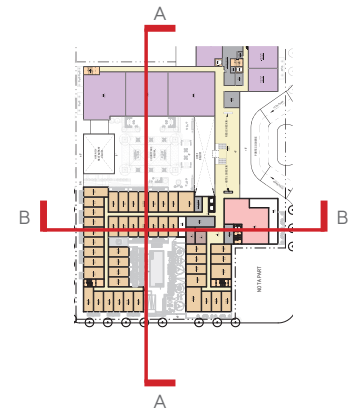


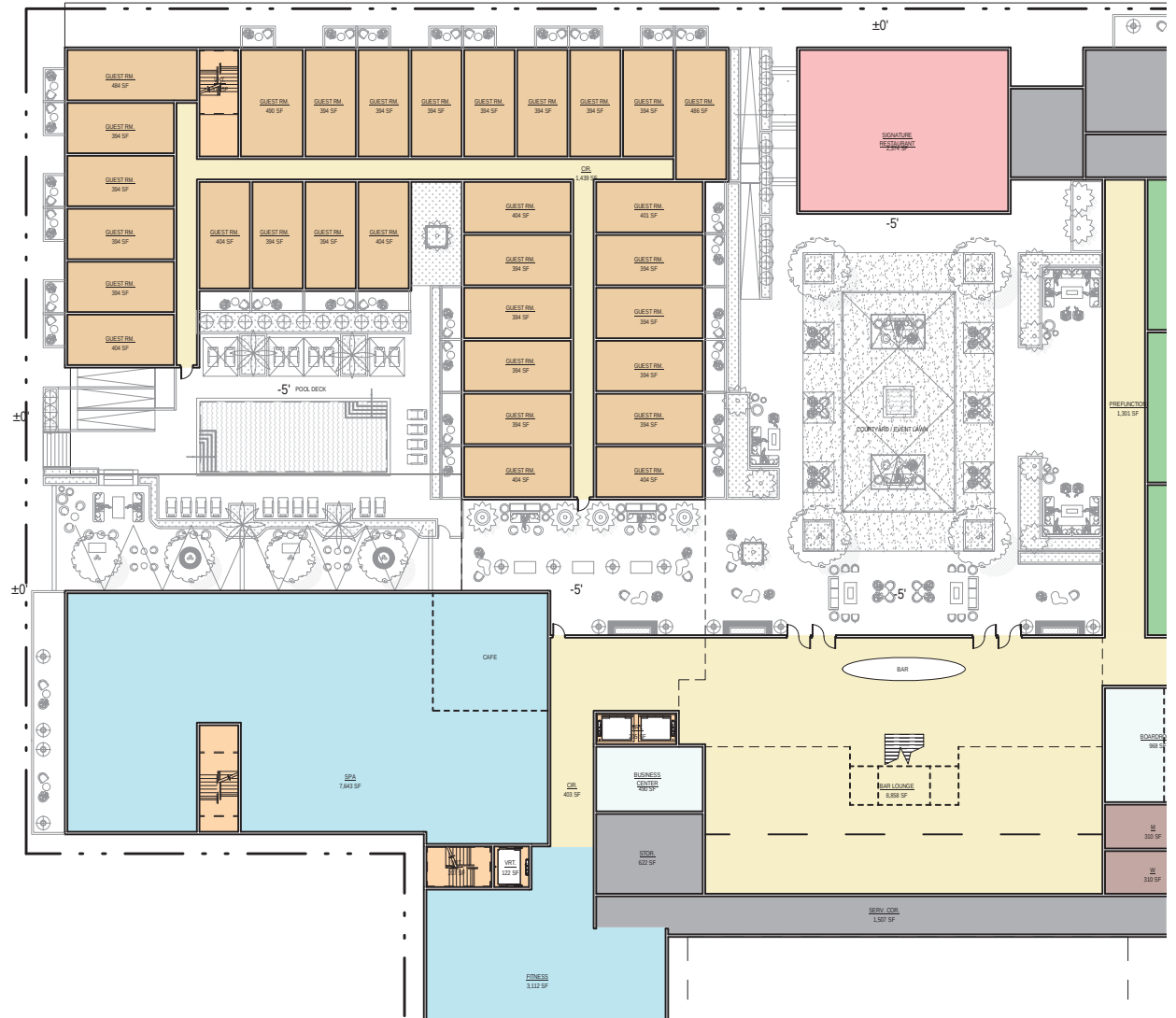


SECTION A



SECTION B







PLACE MAKING & ARCHITECTURE



JACKSON HOTEL
JACKSON, WY



27

Scale:
Arch No. 2023-0270
Date 2023-08-08















THANK YOU!



JACKSON HOTEL
JACKSON, WY





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



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 like 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.
- Community Streets Plan
 - 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.
- Housing Action Plan
 - 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.
- Jackson/Teton Integrated Transportation Plan
 - 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.
- Capital Improvements Plan
 - 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:

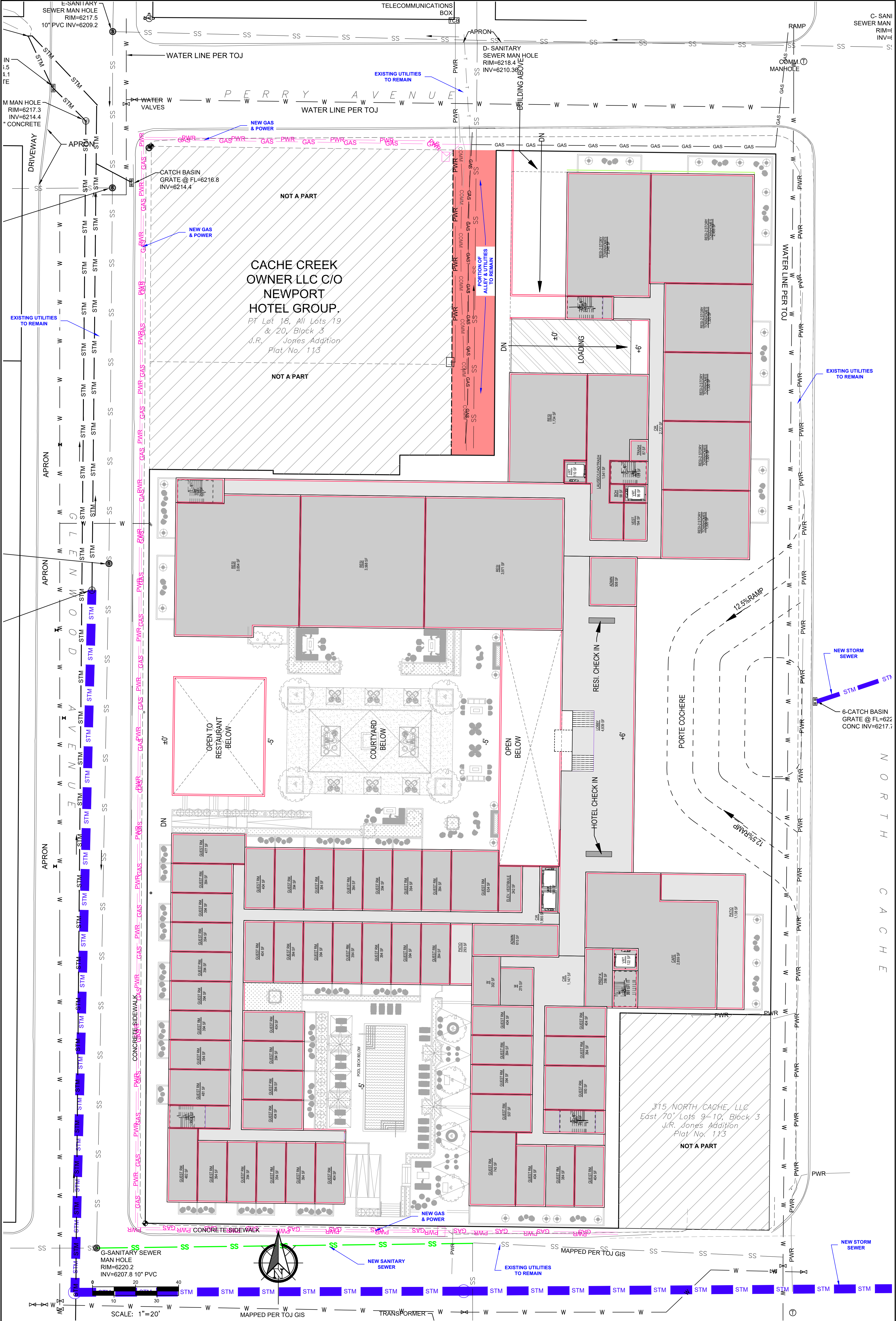
1. Provide a legal description of the proposed vacation.
 - a. Please reference Exhibit D
2. Provide a survey depicting the proposed to be vacated.
 - a. Please reference Exhibit E

Sincerely,
Brad Wagstaff
Chief Executive Officer

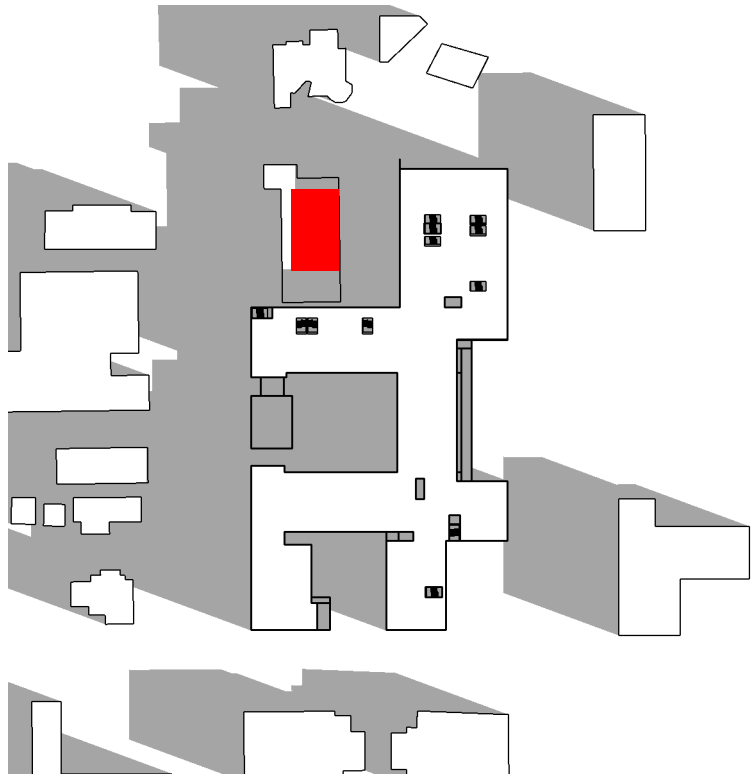
Exhibits

- Exhibit A – Proposed Utility Relocation Proposed
- Exhibit B – Shadow Impact Study
- Exhibit C – Open Space Diagram
- Exhibit D – Legal Description
- Exhibit E - Survey

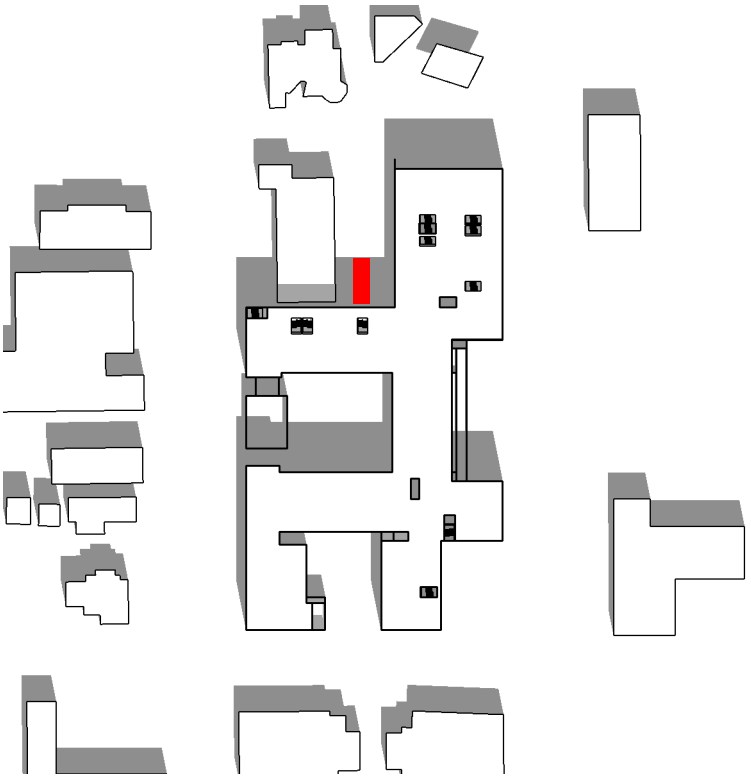
EXHIBIT A



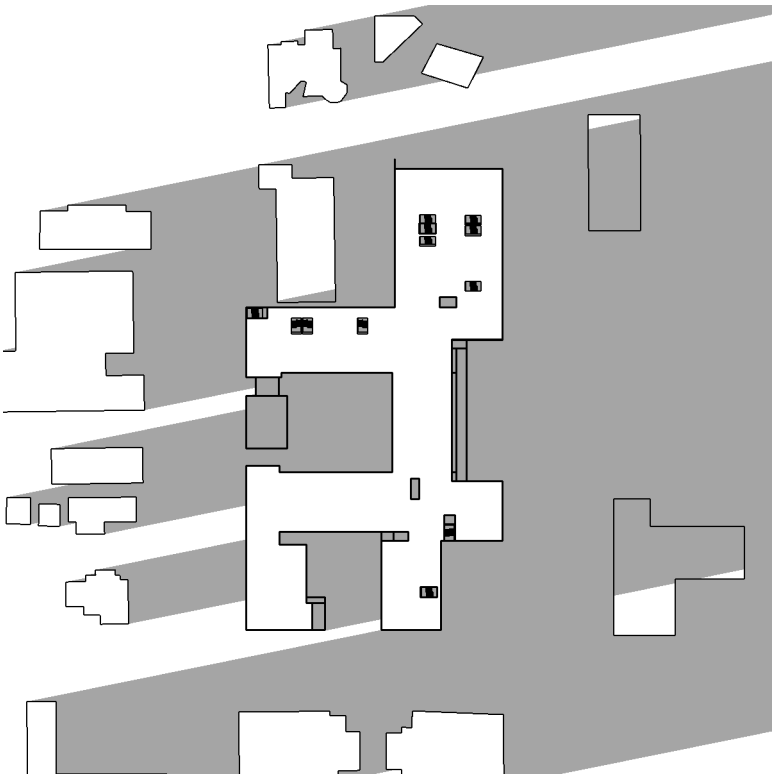
	Civil + Geotechnical Engineering, Geology, Groundwater, and Construction Administration 2100 Wilson Road • P.O. Box 6482 Jackson, WY 83001 • Jackson, WY, 83002 307.413.4399 • www.scgengineering.com	PROJECT TITLE: JACKSON MIXED USE DEVELOPMENT MOGUL HOSPITALITY PARTNERS TOWN OF JACKSON, WY	DRAWING TITLE: MOGUL HOSPITALITY PROPOSED SITE PLAN	REV.	DESCRIPTION:	BY:	DATE:	SCALE: 1" = 20' (24"x36" SHEET) SHEET NO. C5
				A	----	RS	----	



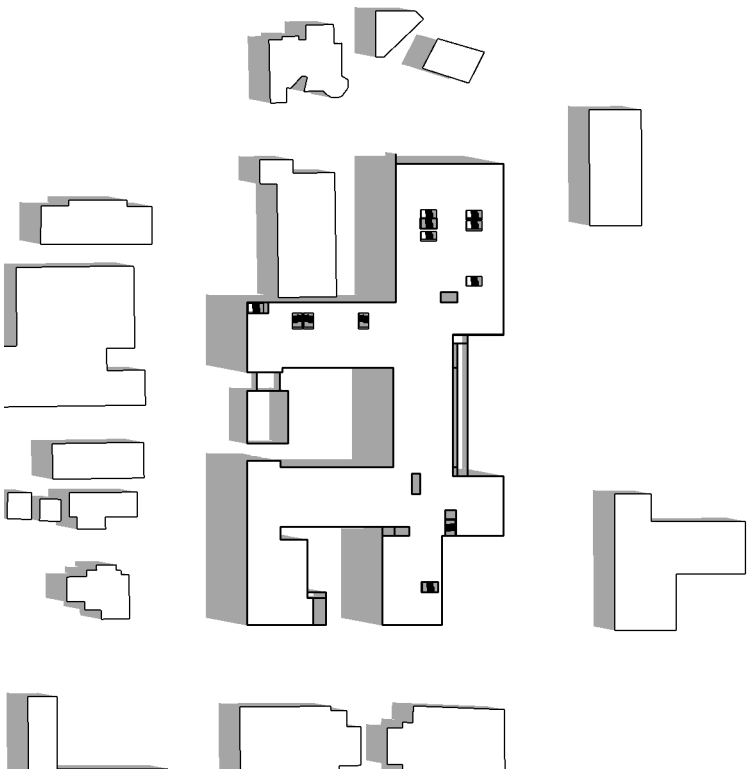
March& Sept. 1st 8 AM



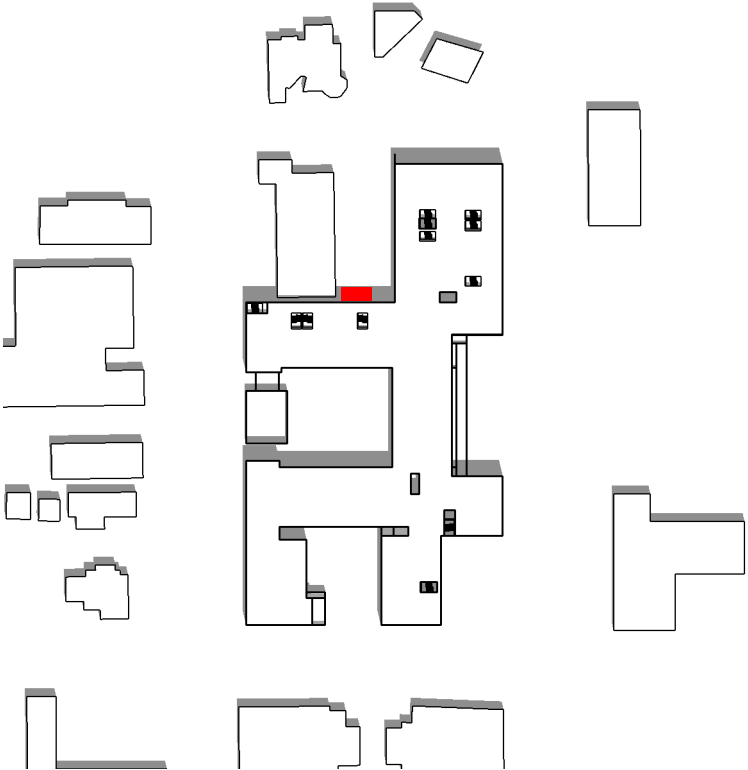
March& Sept. 1st 12 PM



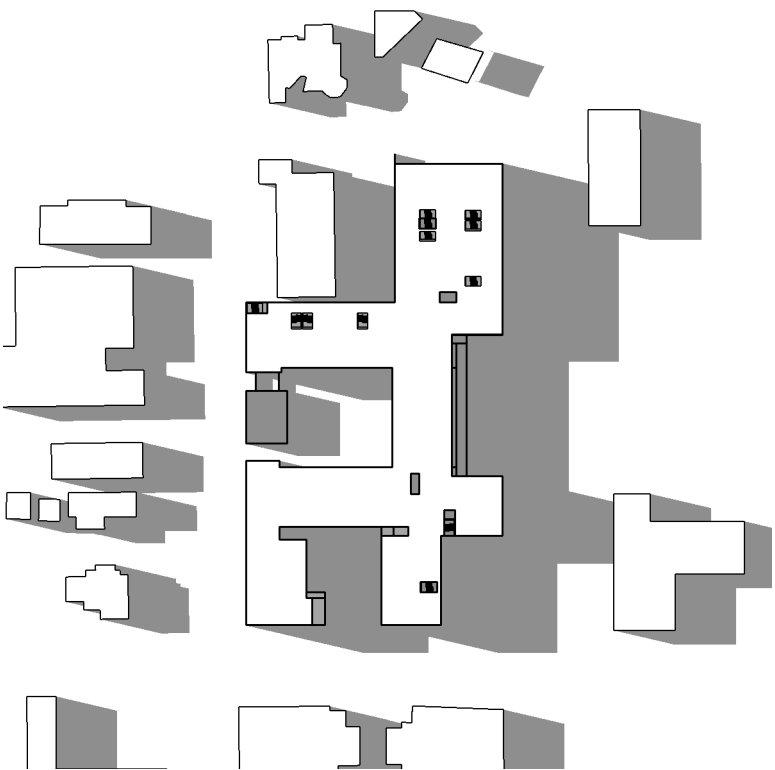
March& Sept. 1st 6 PM



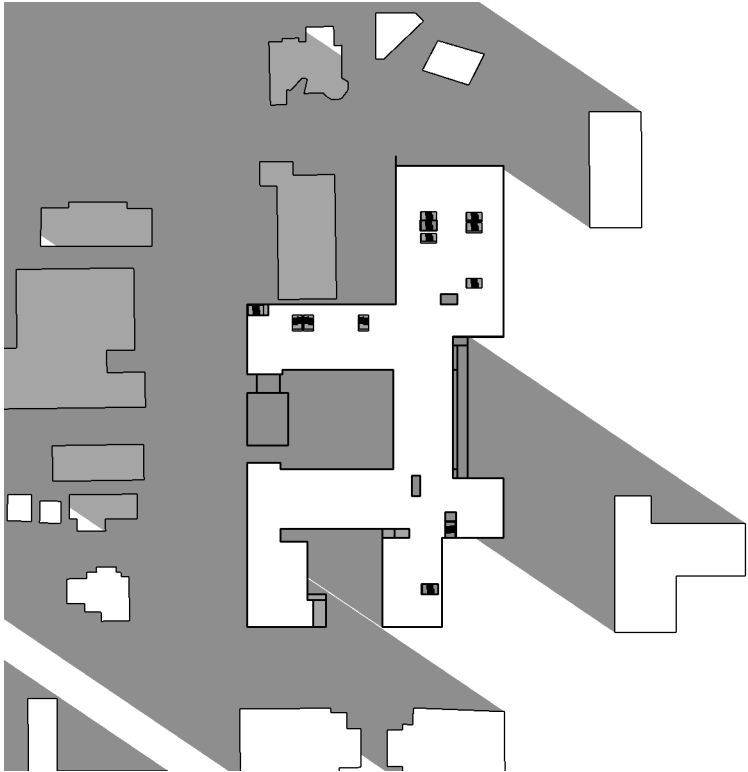
June. 1st 8 AM



June. 1st 12 PM



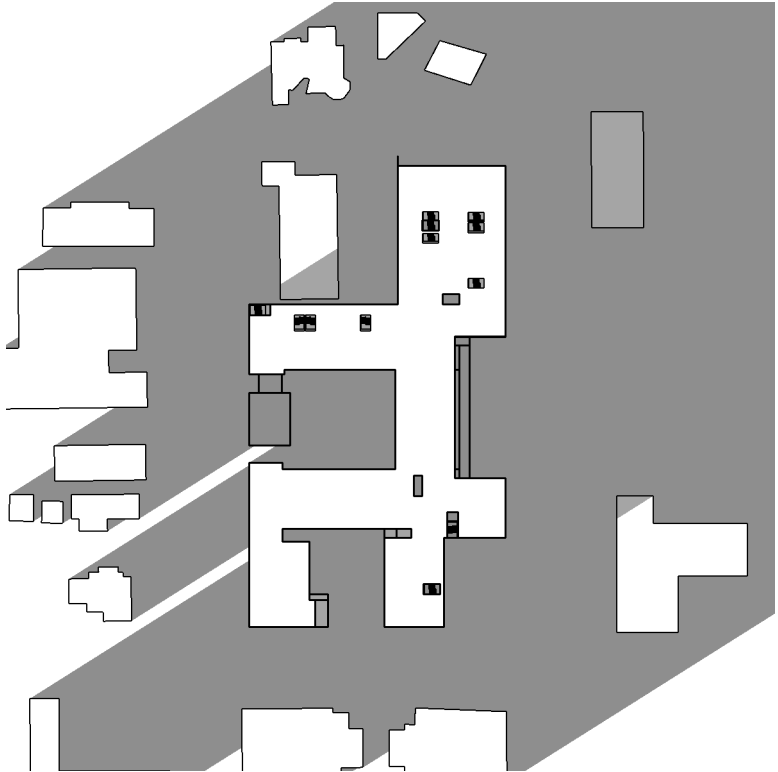
June. 1st 6 PM



Dec. 1st 8 AM



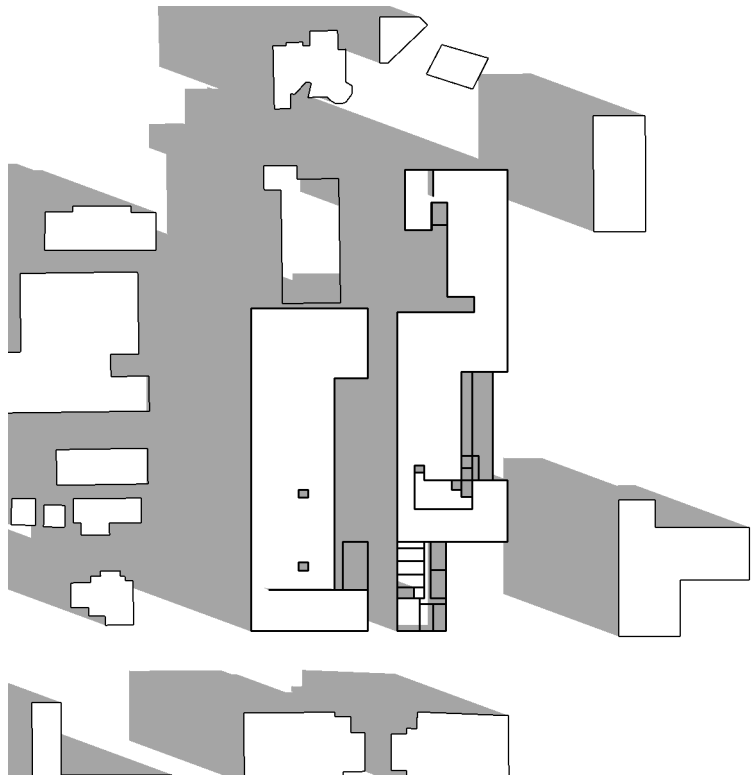
Dec. 1st 12 PM



Dec. 1st 6 PM

EXHIBIT B

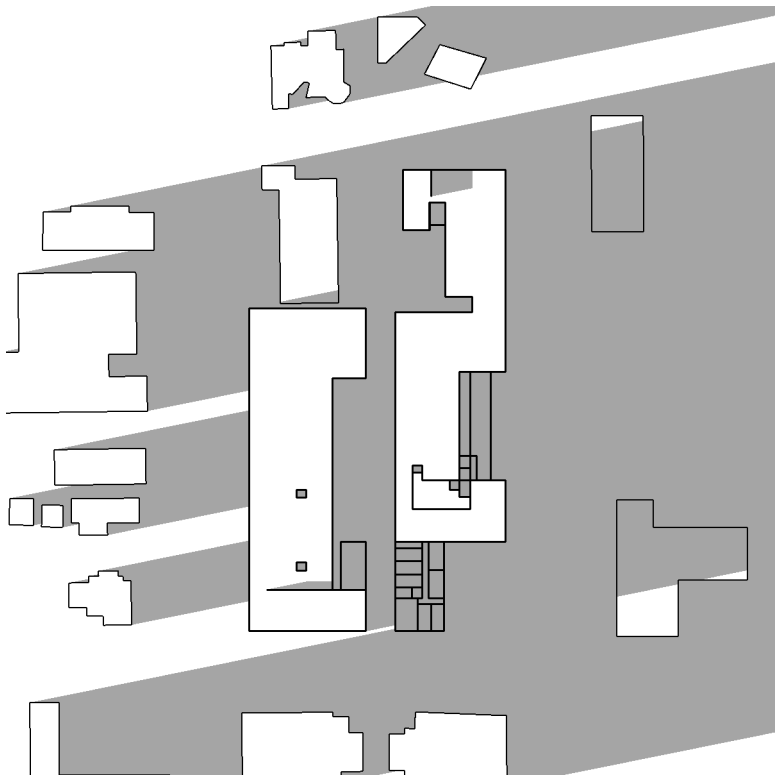
SHADOW IMPACT - DEVELOPMENT
PLAN WIHOUT ALLEY VACATION



March& Sept. 1st 8 AM



March& Sept. 1st 12 PM



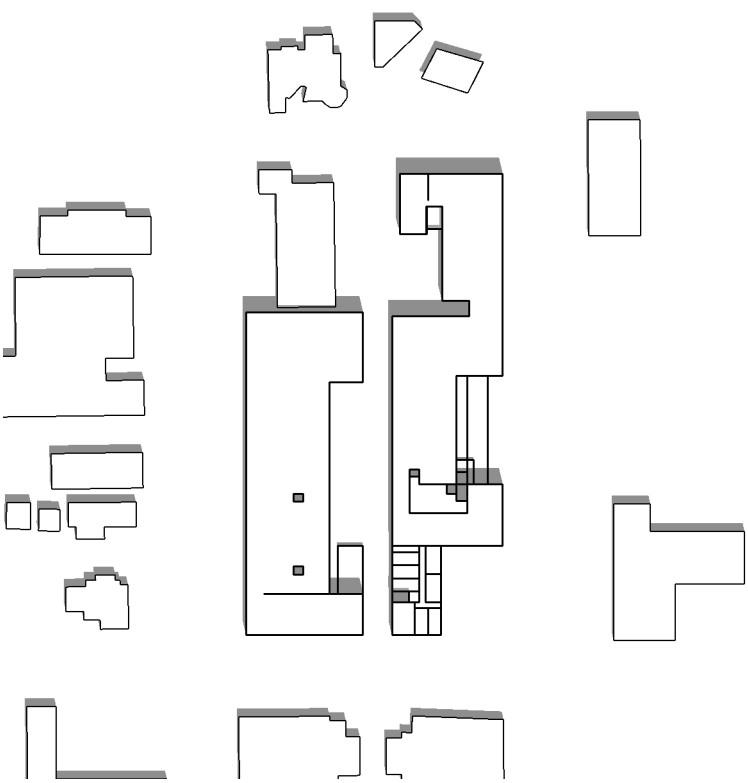
March& Sept. 1st 6 PM

EXHIBIT B

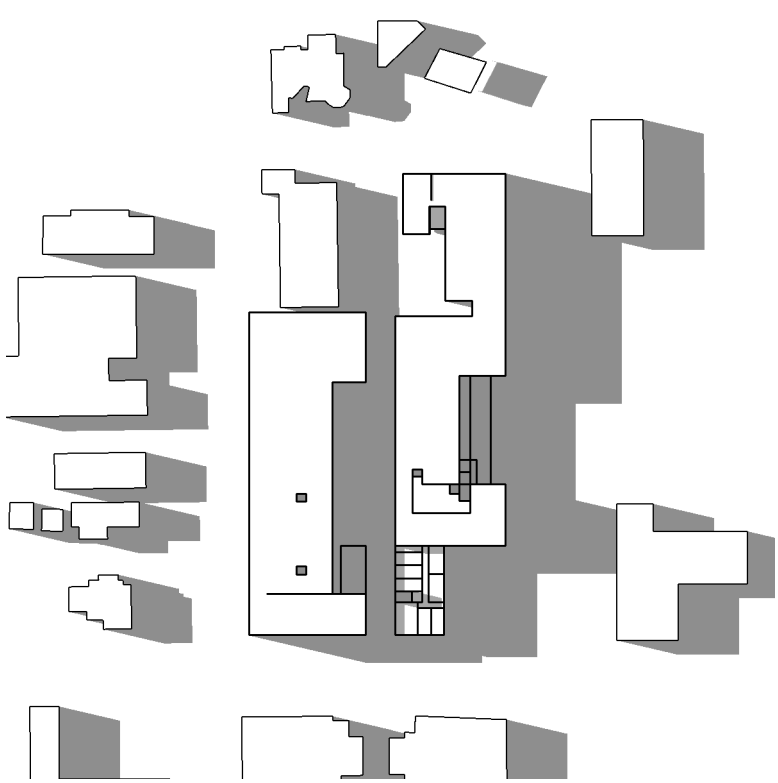
SHADOW IMPACT - DEVELOPMENT
PLAN WIHOUT ALLEY VACATION



June. 1st 8 AM



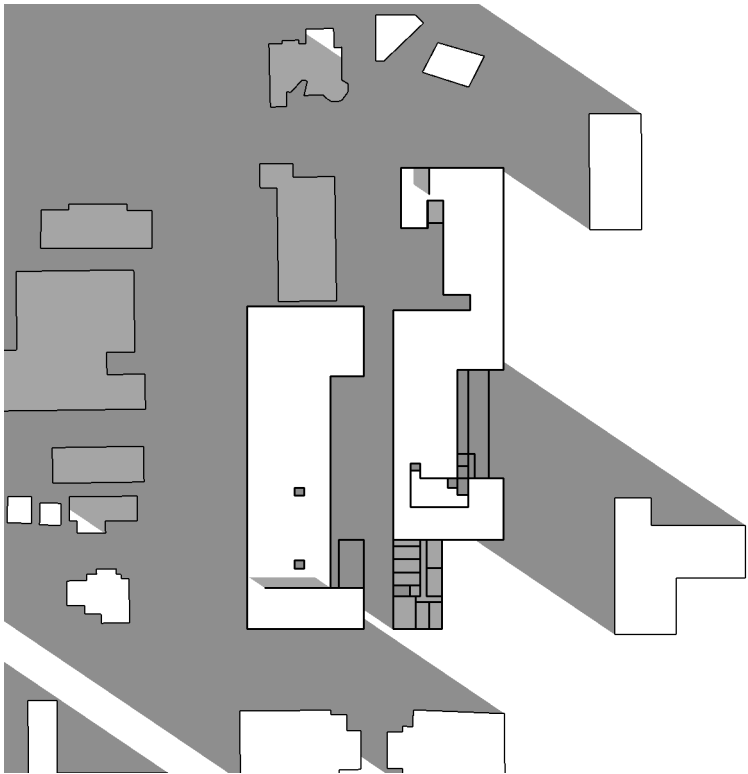
June. 1st 12 PM



June. 1st 6 PM

EXHIBIT B

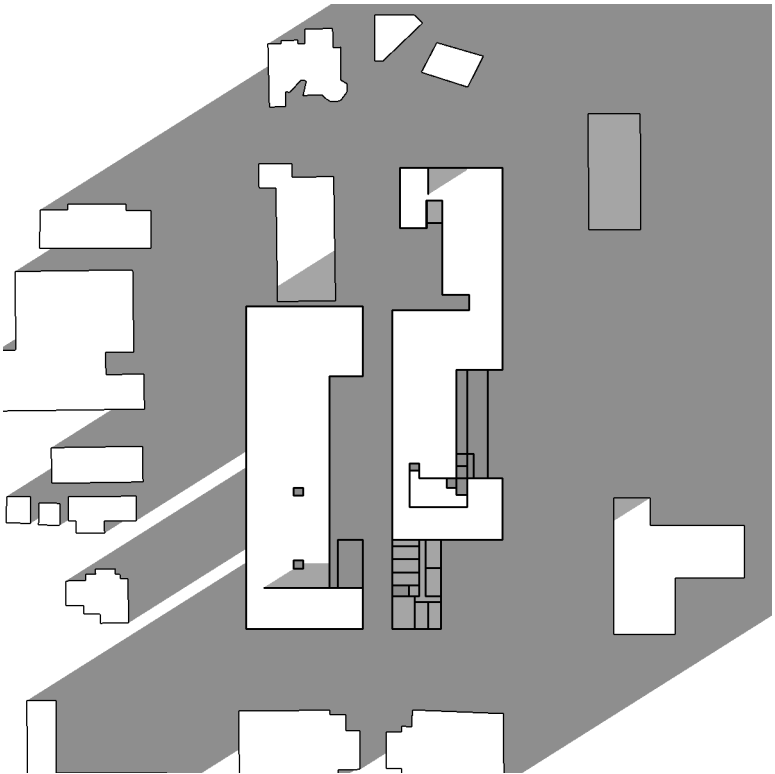
SHADOW IMPACT - DEVELOPMENT
PLAN WIHOUT ALLEY VACATION



Dec. 1st 8 AM



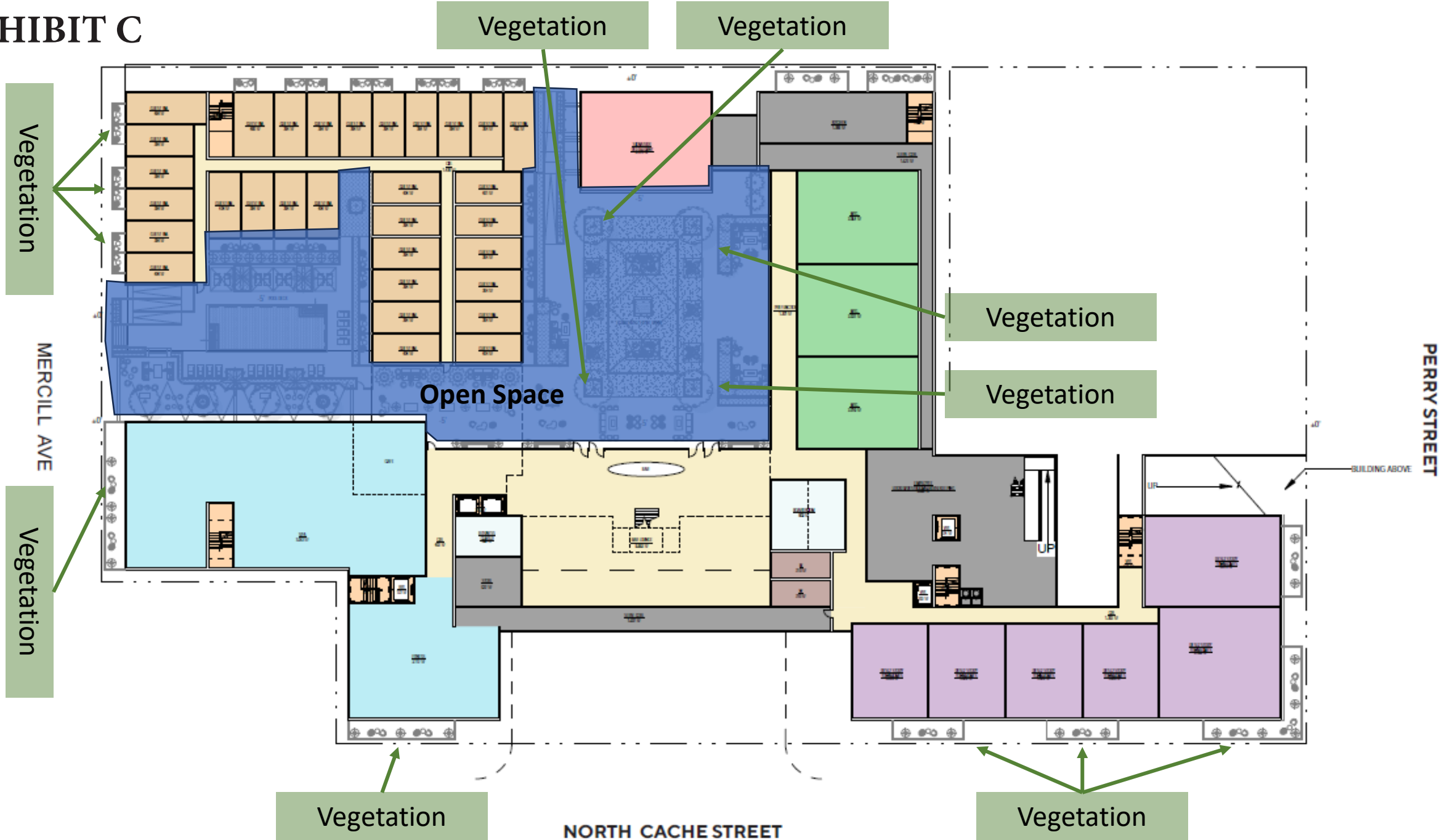
Dec. 1st 12 PM



Dec. 1st 6 PM



EXHIBIT C



**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";

EXHIBIT D

PRELIMINARY

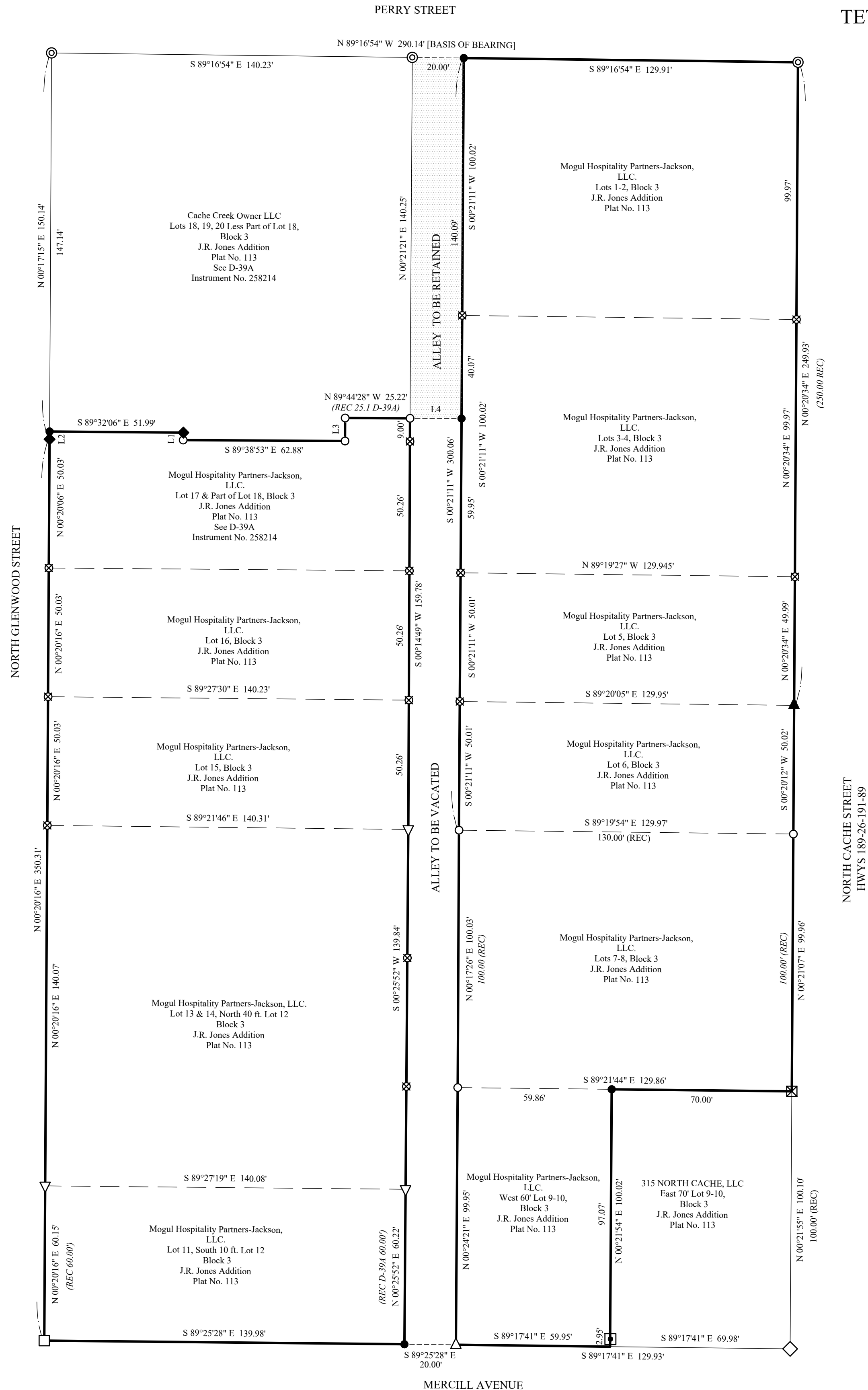
THENCE N 89°44'28" W, 20.01 FEET, TO **THE POINT OF BEGINNING.**

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

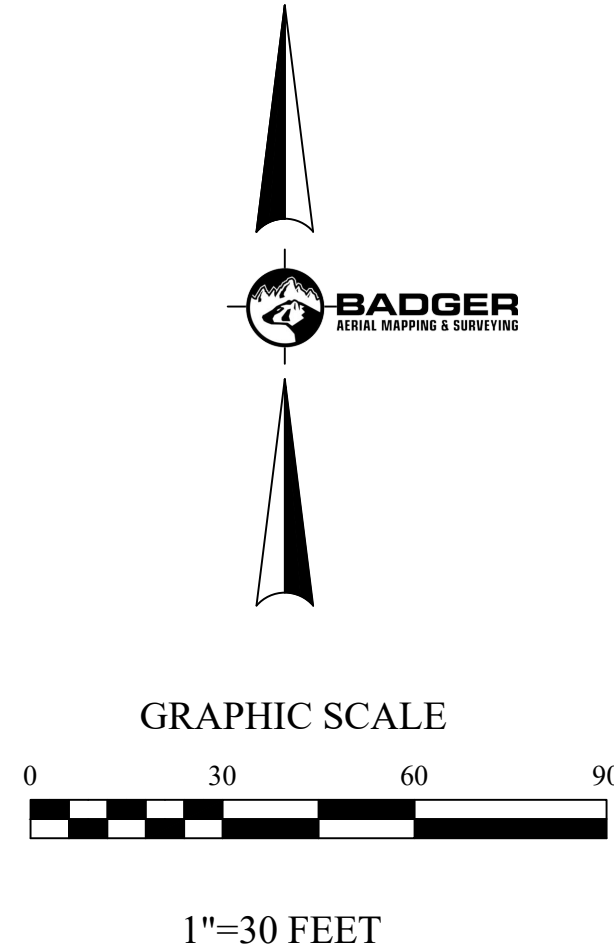
MAP OF SURVEY MOGUL HOSPITALITY PARTNERS-JACKSON, LLC BLOCK 3, J.R. JONES ADDITION TO THE TOWN OF JACKSON BEING PART OF THE NE1/4SE1/4 OF SECTION 28 T41N R116W 6TH P.M. TETON COUNTY, WYOMING



LINE	BEARING	DISTANCE
L1	S 01°31'23" W	2.90'
L2	N 00°17'25" E	2.00'
L3	S 00°27'02" W	8.90'
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"x24" REBAR WITH ALUMINUM CAP INSCRIBED "PLS 10821" TO BE 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



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 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 "PLS 10821";

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.

Raymond A. Scott License No. 10821

Date



PRELIMINARY COPY

ACKNOWLEDGMENT

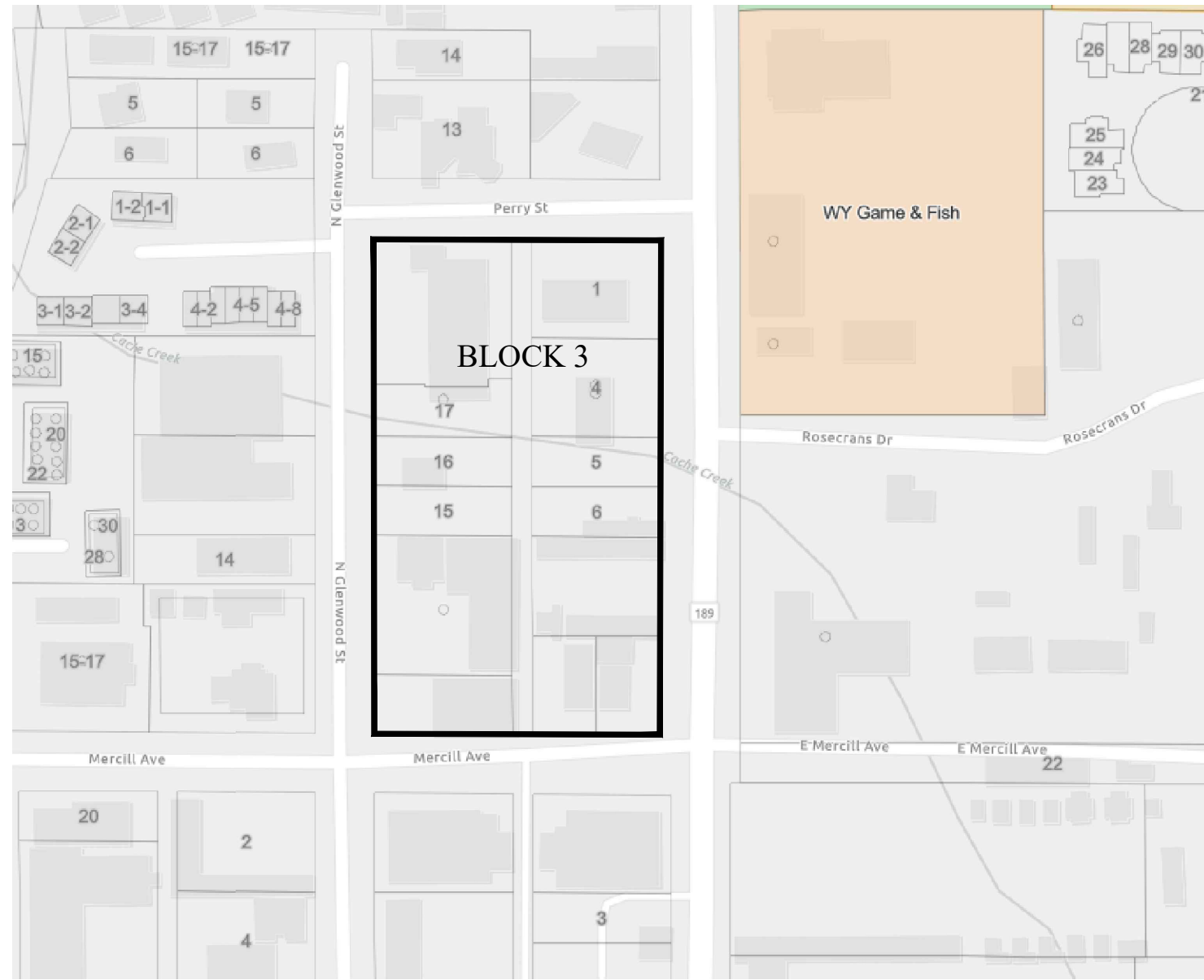
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY RAYMOND A. SCOTT THIS

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 00°21'21" E, 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

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%	-
Valuation	21,195,352	4,780,510	(16,414,842)

STAFF REPORT



Meeting Date:	June 3, 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

***This item was continued from the regularly scheduled Town Council meeting on May 6, 2024. No new information has been provided in this staff report. Additional public comment was received which have been added as attachments.**

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 (WYDEQ) 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."

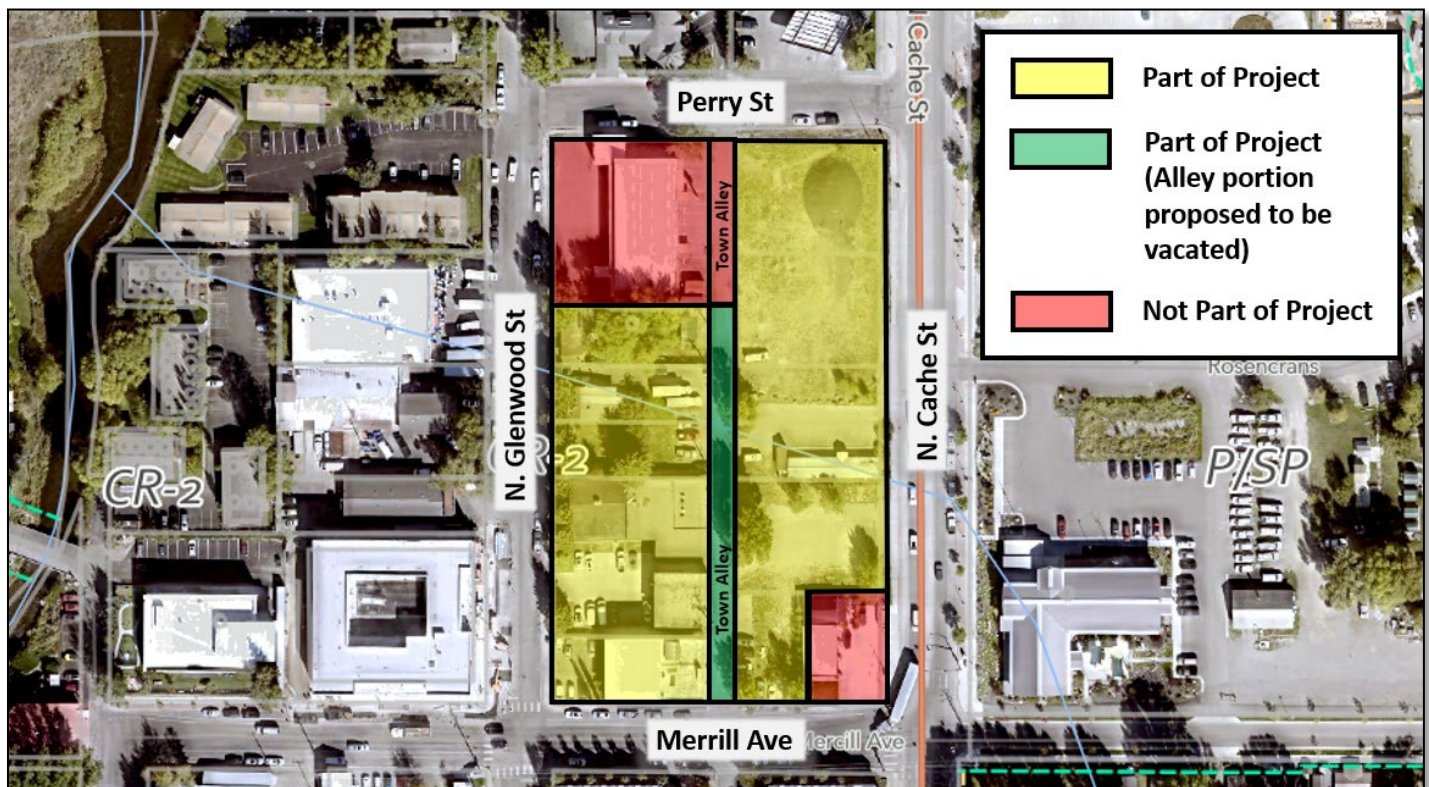
Key Issues/Policy Questions

- Does the Council support vacating a portion 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 building 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 applicant 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	<u>CR-2 Standard:</u> 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 <u>Parking Credits:</u> Street Parking Credits = 27 TOTAL CREDITS = 27 spaces (credits can only be used for commercial uses and cannot be used for lodging/residential condos)	<u>Requirement:</u> Lodging (171 rooms) = 128 Condos (36) = 54 Main Restaurant (2,000 sf) = 27 Café Restaurant (1,500 sf/3) = 7 Bar/Lounge (2,400 sf/3) = 20 Retail (2,497 sf) = 8 TOTAL REQUIRED: 244 spaces – 27 on-street credits = <u>217 spaces</u> 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
3 rd 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

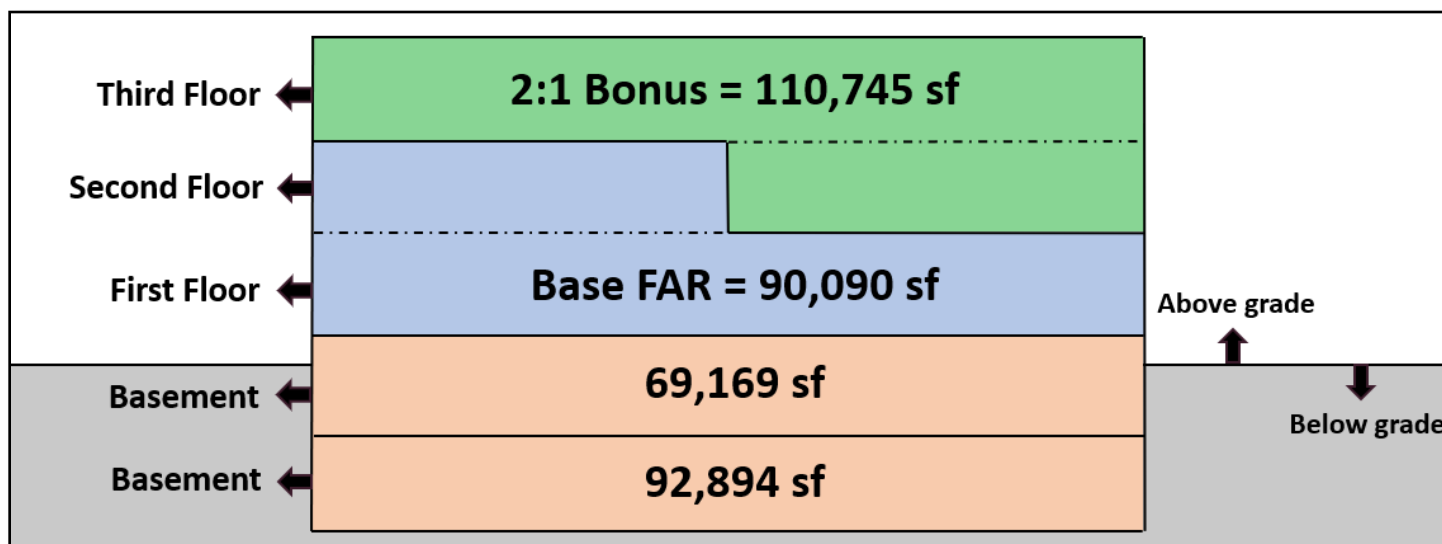
As proposed, this building and site would be the largest in the Town’s history with nearly 1,100 linear feet of street frontage along all four streets and a maximum gross square footage of 361,869 sf. Comparably, the 400’ long façade on Cache Street would also be the longest building façade in downtown 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 an 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 pick-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 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:



Vehicular Access

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.	

Affordable 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 housing 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 workforce 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 buildings. 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 would 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 June 3, 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@JAC KSONWY.GOV	02/09/2024
	02/23/2024	START DEPARTMENT COMMENTS		KSLUDER@JACKS ONWY.GOV	02/23/2024
	02/29/2024	PC KEY ISSUES		SMOHROR@JACKS ONWY.GOV	
	03/01/2024	LEGAL DEPARTMENT COMMENTS		LPOTZ@JACKSON WY.GOV	03/01/2024
	03/18/2024	FINAL REPORT		KMALONE@JACKS ONWY.GOV	03/18/2024
	03/19/2024	FINAL LETTER		TVALENTINE@JAC KSONWY.GOV	03/19/2024
		PLANNING COMMISSION REVIEW AND RECOMMENDATIO N			
		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			



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.
 - o 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



Table of Contents

1. Application Form
2. Concept Package and Site Plans
3. LDR Compliance Checklist
4. Responses to Pre-Application Conference Comments
5. Neighborhood Meeting Summary (Notes & List of Attendees)
6. Parking Management Plan & Breakdown
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. | ph: (307) 733-0440
P.O. Box 1687 | www.townofjackson.com
Jackson, WY 83001

For Office Use Only

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

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

PROJECT.

Name/Description: 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.

☒ Property Owner ☐ Applicant/Agent

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

Use Permit

☐ Basic Use
☐ Conditional Use
☐ Special Use

Relief from the LDRs

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

Physical Development

☒ Sketch Plan
☐ Development Plan
☐ Design Review

Subdivision/Development Option

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

Interpretations

☐ Formal Interpretation
☐ Zoning Compliance Verification

Amendments to the LDRs

☐ LDR Text Amendment
☐ Map Amendment

Miscellaneous

☐ Other: _____
☐ Environmental Analysis

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

Pre-application Conference #: 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?

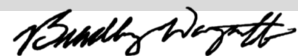
X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

_____ **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

Brad Wagstaff

Name Printed

3/21/24

Date

CEO

Title



JACKSON HOTEL
JACKSON, WY

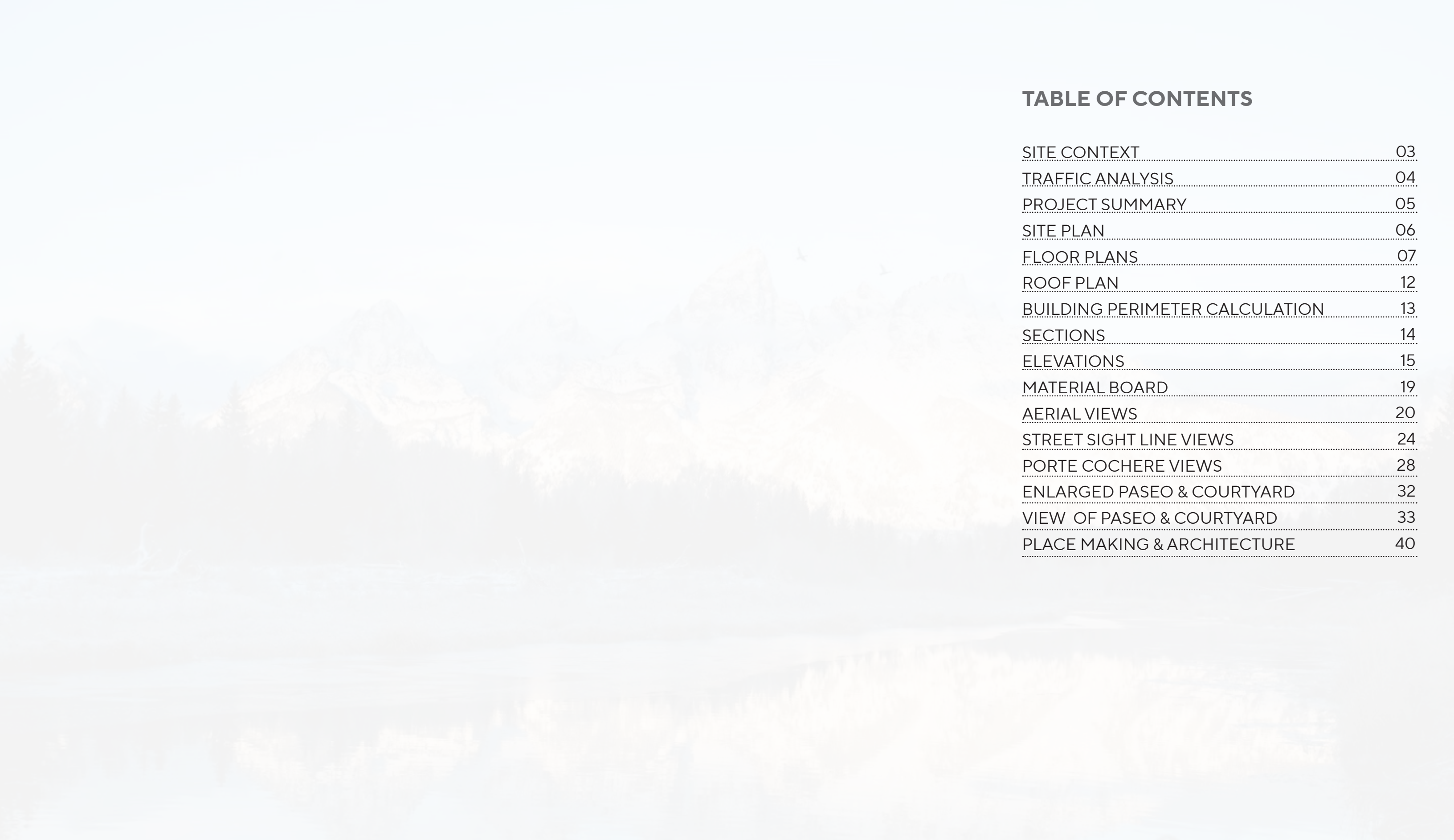


TABLE OF CONTENTS

SITE CONTEXT	03
TRAFFIC ANALYSIS	04
PROJECT SUMMARY	05
SITE PLAN	06
FLOOR PLANS	07
ROOF PLAN	12
BUILDING PERIMETER CALCULATION	13
SECTIONS	14
ELEVATIONS	15
MATERIAL BOARD	19
AERIAL VIEWS	20
STREET SIGHT LINE VIEWS	24
PORTE COCHERE VIEWS	28
ENLARGED PASEO & COURTYARD	32
VIEW OF PASEO & COURTYARD	33
PLACE MAKING & ARCHITECTURE	40



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

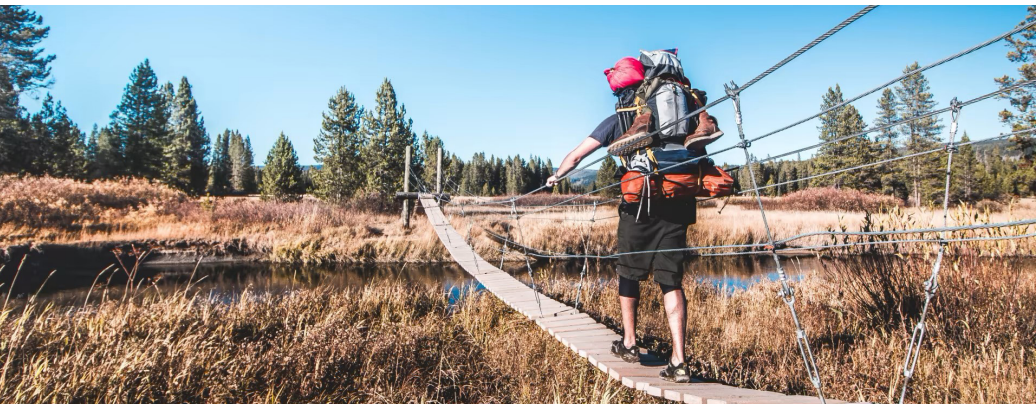
 4 Jackson Hole Community Pathways

 5 Friends of Pathways

 6 Teton County Library
-  START BUS

 START Bike

 Download App: BCycle



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



GLENWOOD ST.

MERCILL AVE

PERRY STREET

NORTH CACHE STREET

- EXEMPT
- PARKING
- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- RESIDENTIAL
- HOTEL

2 --
A-1.8

1 --
A-1.8

3 --
A-1.8



JACKSON HOTEL
JACKSON, WY

FLOOR PLAN - LEVEL B1



0 40' 80'
SCALE: 1" = 40'



Scale
Job No.
Date

8

2023-0270
2024-04-19

TREES IN
GRATES ON
ALL STREETS.

MERCILL AVE

PERRY STREET
290

NOT A PART

NORTH CACHE STREET

FLOOR PLAN - LEVEL 1

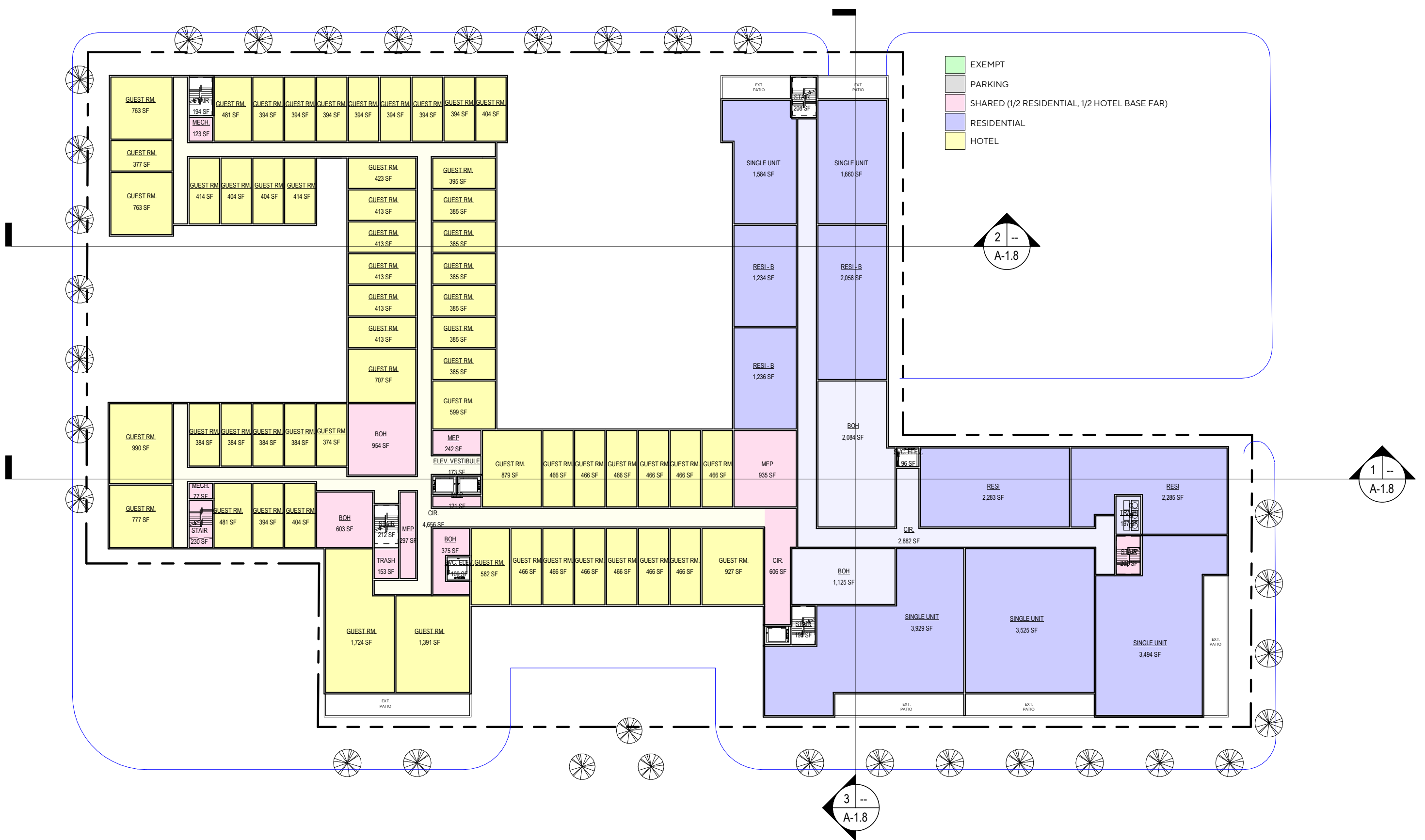
JACKSON HOTEL
JACKSON, WY



Architecture.
Design.
Relationships.

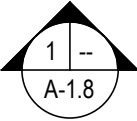
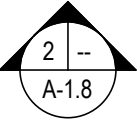
9

8-0270
-04-19



171' + 72' = 243'
243' X 0.4 = 97.2 FEET REQUIRED 10' SETBACK
ALONG WEST FACADE FRONTAGE
101' PROVIDED- COMPLIES

- EXEMPT
- PARKING
- SHARED (1/2 RESIDENTIAL, 1/2 HOTEL BASE FAR)
- RESIDENTIAL
- HOTEL



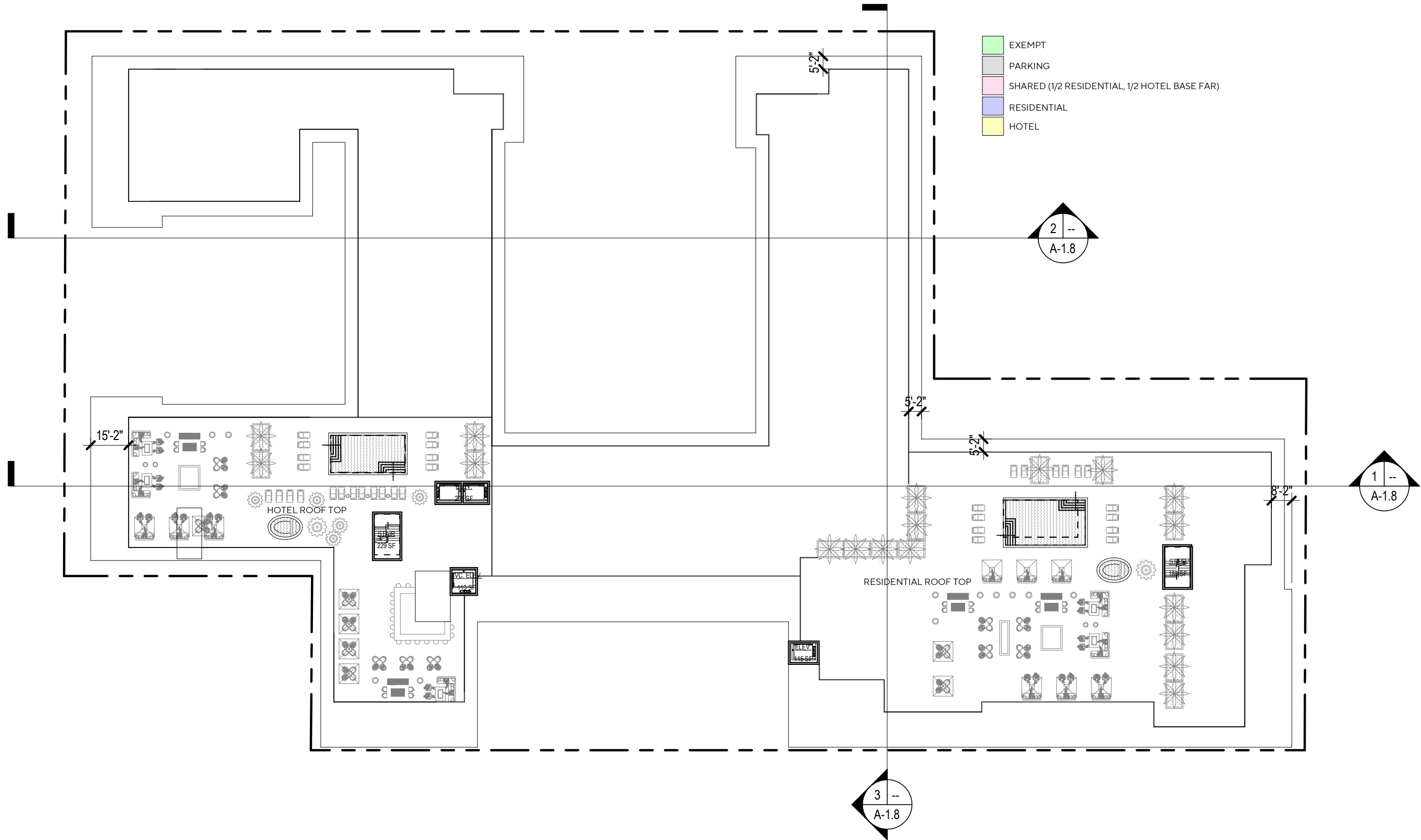
116' FRONTAGE
116 X 0.4 = 46' FEET REQUIRED
10' SETBACK ALONG W
FACADE FRONTAGE
60'8" PROVIDED- COMPLIES

OVERHANG
MAX. 3'-0"

259' FRONTAGE
259 X 0.4 = 103.5 FEET REQUIRED 10'
SETBACK ALONG W FACADE FRONTAGE
182' PROVIDED- COMPLIES

FLOOR PLAN - LEVEL 3





FINISH GRADE
@ 6222.7 ELEV
2.9

FINISH GRADE
@ 6221.6 ELEV
4.0

FINISH GRADE
@ 6219.7 ELEV
5.9

FINISH GRADE
@ 6222.9 ELEV
2.7

COURTYARD
@ 6215.6

5.1
FINISH GRADE
@ 6220.5 ELEV

FINISH GRADE
@ 6223.9 ELEV
1.7

FINISH GRADE
@ 6223.7 ELEV
1.9

FINISH GRADE
@ 6219.5 ELEV
6.1

FINISH GRADE
@ 6223.6 ELEV
2.0

FINISH GRADE
@ 6223.1 ELEV
2.5

FINISH GRADE
@ 6221.8 ELEV
3.8

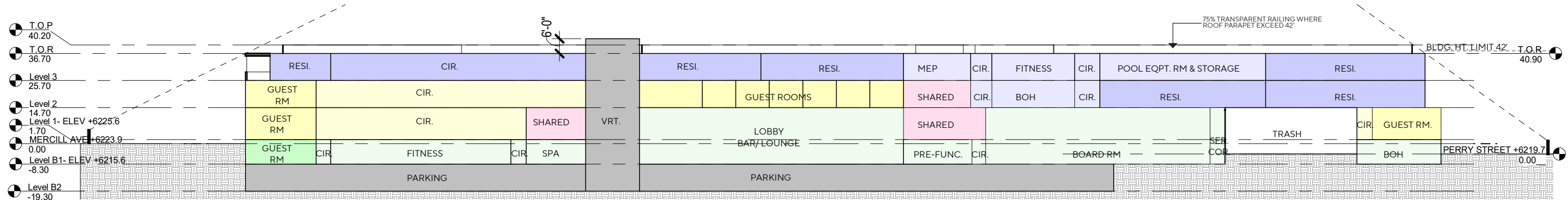
FINISH GRADE
@ 6221.6 ELEV
4.0

FINISH GRADE
@ 6220.6 ELEV
5.0

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	

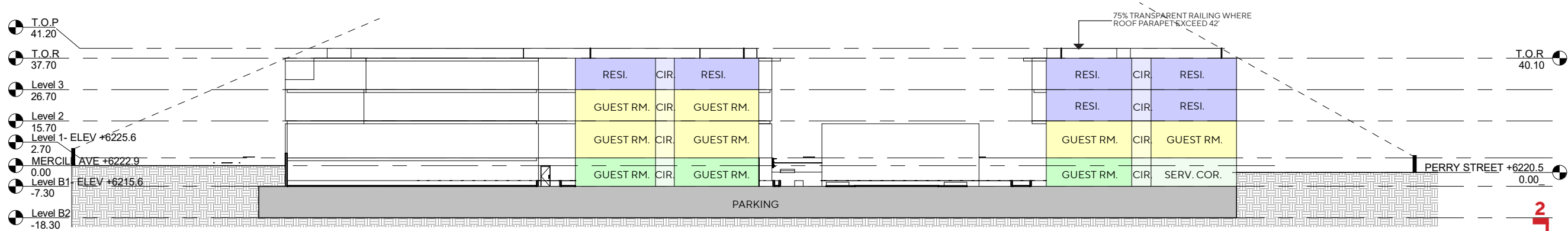
B1 FF
@ 6215.6
L1 FF
@ 6225.6



SECTION 1

Scale:
1" = 40'-0"

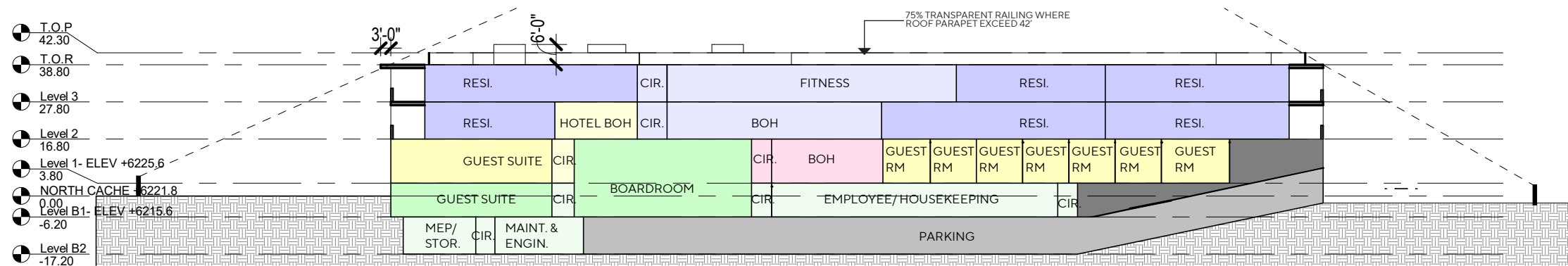
1



SECTION 2

Scale:
1" = 40'-0"

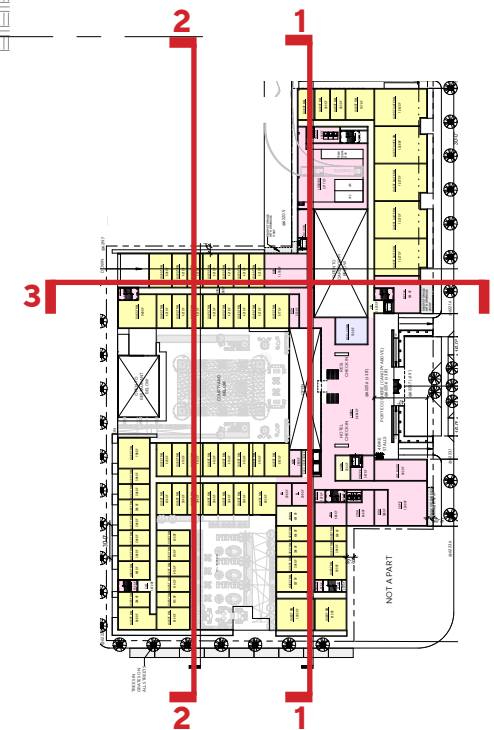
2



SECTION 3

Scale:
1" = 40'-0"

3





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

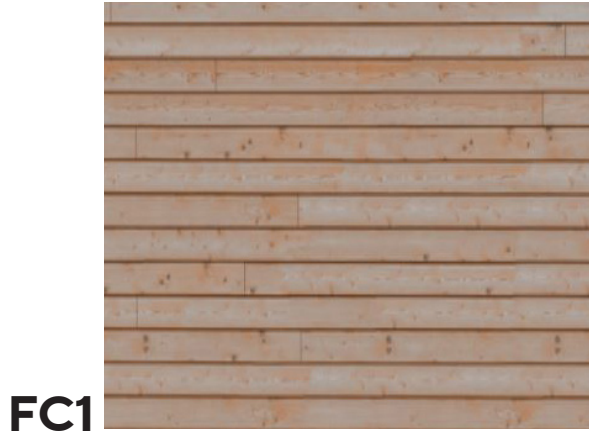
MATERIAL FINISHES:



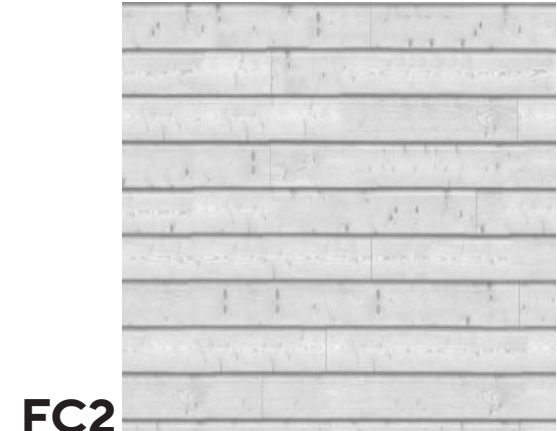
ST1
LOCAL STONE VENEER
(DRystack)



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
WITH CARBONIZED STEEL
COLUMNS



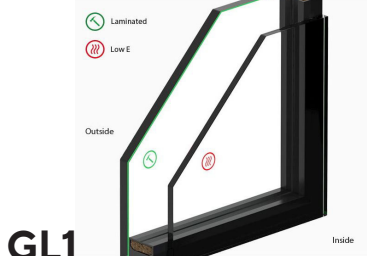
RL
INDUSTRIAL STEEL / GLASS
RAILING @ POOL AREAS



AF
ANODIZED ALUMINUM
STOREFRONT FRAMES
DARK BRONZE



P1
ROOF PARAPET PAINT COLOR
TO MATCH DARK ROOM
SW 7083



GL1
DOUBLE GLAZED LOW-E
WINDOW GLAZING SYSTEM



STL
STEEL CHANNEL-
PAINT COLOR TO
MATCH P1



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

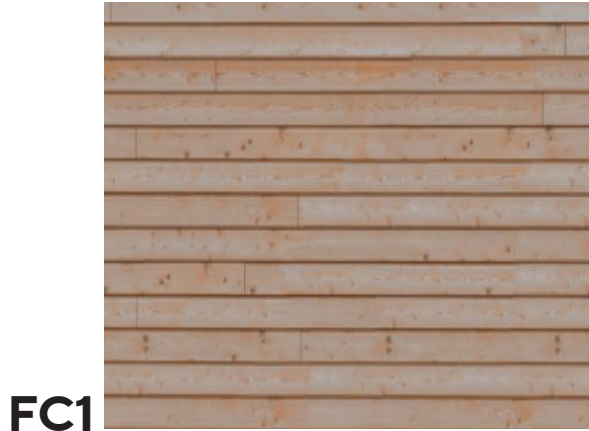
MATERIAL FINISHES:



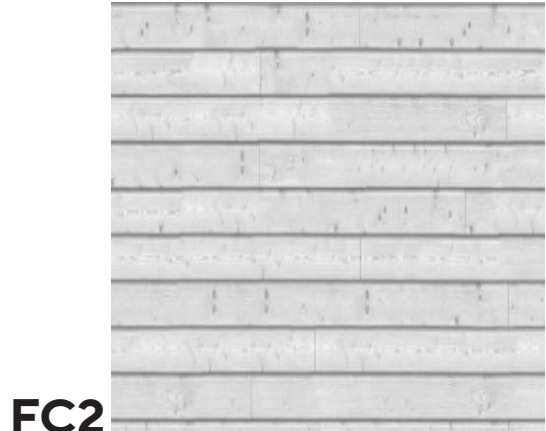
ST1
LOCAL STONE VENEER
(DRystack)



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



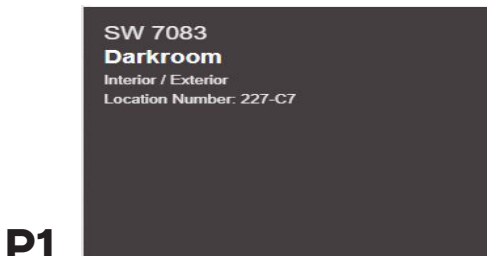
C1
RUSTIC WOOD COLUMN
WITH CARBONIZED STEEL
COLUMNS



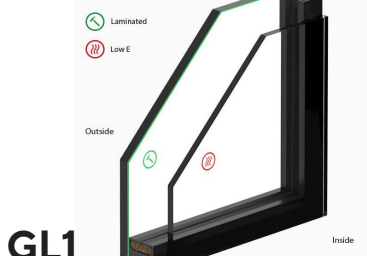
RL
INDUSTRIAL STEEL / GLASS
RAILING @ POOL AREAS



AF
ANODIZED ALUMINUM
STOREFRONT FRAMES
DARK BRONZE



P1
ROOF PARAPET PAINT COLOR
TO MATCH DARK ROOM
SW 7083



GL1
DOUBLE GLAZED LOW-E
WINDOW GLAZING SYSTEM



STL
STEEL CHANNEL-
PAINT COLOR TO
MATCH P1



JACKSON HOTEL
JACKSON, WY

ELEVATIONS





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

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 WITH CARBONIZED STEEL COLUMNS

RL

INDUSTRIAL STEEL / GLASS RAILING @ POOL AREAS

AF

ANODIZED ALUMINUM STOREFRONT FRAMES DARK BRONZE

P1

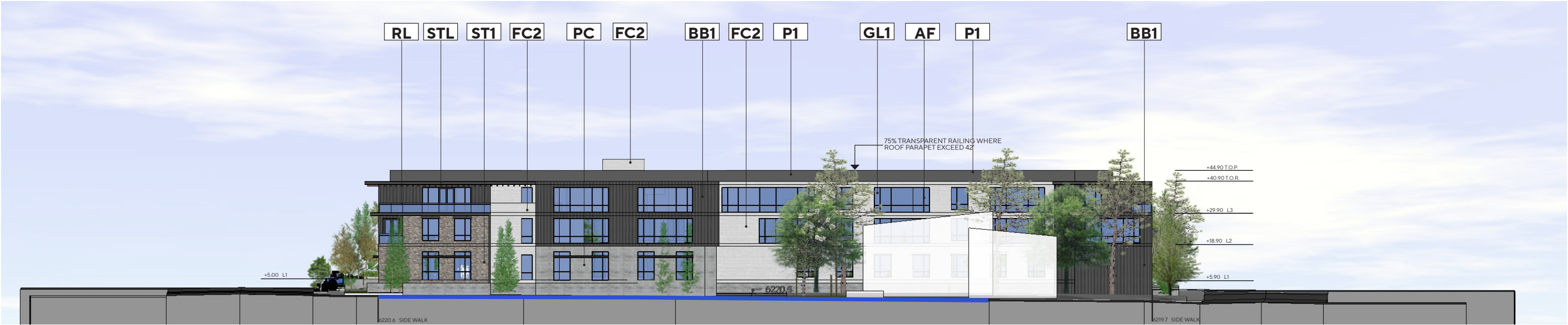
ROOF PARAPET PAINT COLOR TO MATCH DARK ROOM SW 7083

GL1

DOUBLE GLAZED LOW-E WINDOW GLAZING SYSTEM

STL

STEEL CHANNEL- PAINT COLOR TO MATCH P1



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

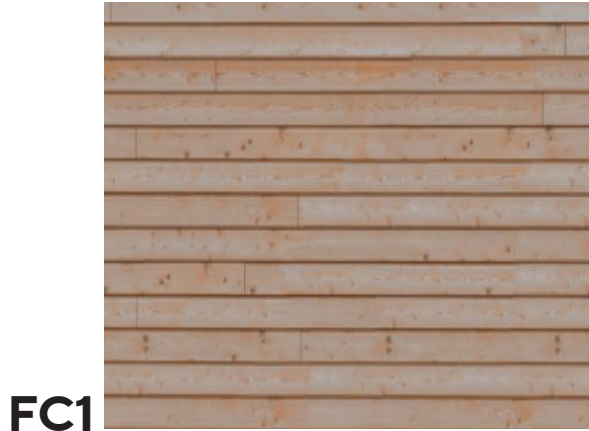
MATERIAL FINISHES:



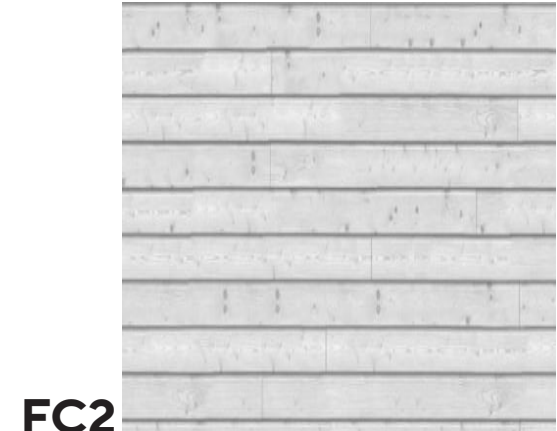
ST1
LOCAL STONE VENEER
(DRystack)



BB1
BOARD & BATTEN
RUSTIC CHARCOAL GRAY
FINISH



FC1
RUSTIC FAUX WOOD SIDING
FIBER CEMENT BOARDS
(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
WITH CARBONIZED STEEL
COLUMNS



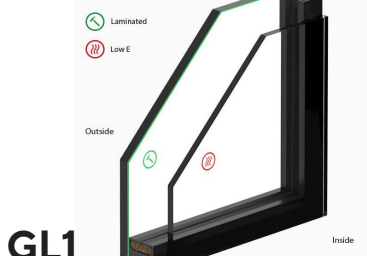
RL
INDUSTRIAL STEEL / GLASS
RAILING @ POOL AREAS



AF
ANODIZED ALUMINUM
STOREFRONT FRAMES
DARK BRONZE



P1
ROOF PARAPET PAINT COLOR
TO MATCH DARK ROOM
SW 7083



GL1
DOUBLE GLAZED LOW-E
WINDOW GLAZING SYSTEM



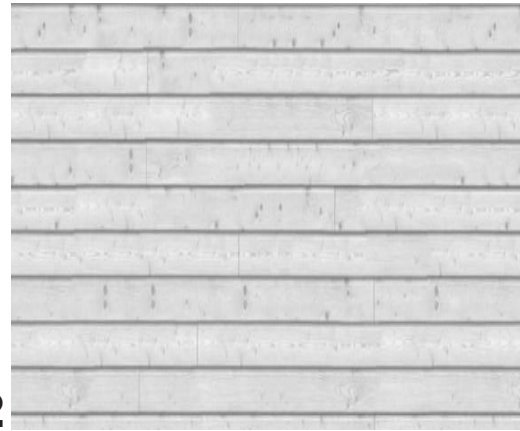
STL
STEEL CHANNEL-
PAINT COLOR TO
MATCH P1

ST1



LOCAL STONE VENEER
(DRystack)

FC2



RUSTIC FAUX WOOD SIDING
FIBER CEMENT BOARDS
(RUSTIC GRAYISH WHITE)

CA



METAL CANOPY ASSEMBLY
PAINT COLOR TO MATCH P1

C1



RUSTIC WOOD COLUMN WITH
CARBONIZED STEEL COLUMNS

BB1



BOARD & BATTEN
RUSTIC CHARCOAL GRAY FINISH

PC



PRE FORM CONCRETE
(RUSTIC GRAY FINISH)

RL



INDUSTRIAL STEEL / GLASS
RAILING @ POOL AREAS

GL1



DOUBLE GLAZED LOW-E
WINDOW GLAZING SYSTEM

FC1



RUSTIC FAUX WOOD SIDING
FIBER CEMENT BOARDS
(RUSTIC /WEATHERED FINISH)

AF



ANODIZED ALUMINUM
STOREFRONT FRAMES
DARK BRONZE

P1



ROOF PARAPET
PAINT COLOR TO MATCH
DARK ROOM
SW 7083

STL



STEEL CHANNEL
PAINT COLOR TO MATCH
P1



VIEW FROM CACHE STREET



VIEW FROM MERCILL AVENUE



VIEW FROM GLENWOOD STREET



VIEW FROM PERRY STREET



VIEW FROM CACHE ST. & MERCIL L AVENUE



VIEW FROM CACHE ST. & MERCIL L AVENUE



VIEW FROM CACHE ST. & PERRY STREET



VIEW FROM GLENWOOD ST. & MERCILL AVENUE









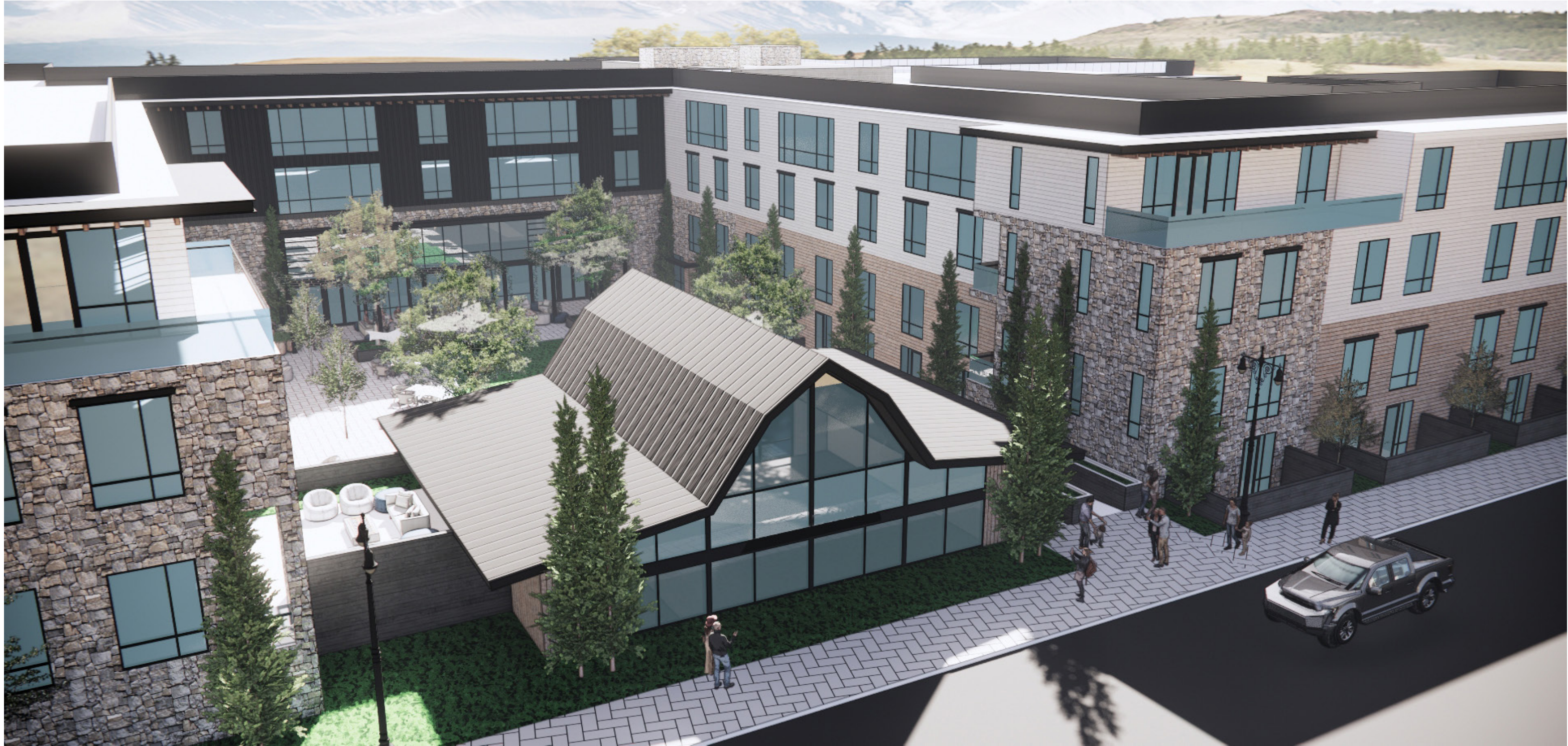












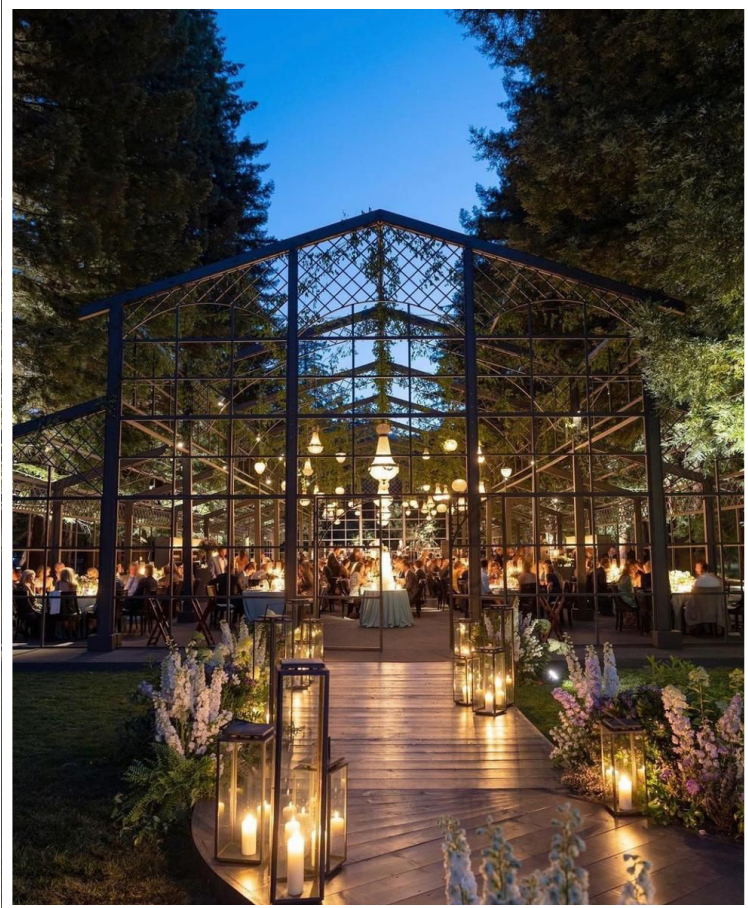




PLACE MAKING & ARCHITECTURE









THANK YOU

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'
Provided : 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

Required : (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' -> $500' \times 0.7 = 350'$ 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' -> $290' \times 0.35 = 101'-6''$ 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 setback

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 : $\leq 3000\text{K}$

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 : $0.000017 * sf + (\text{Exp}(-14.17 + 1.59 * \ln(sf))) / 2.176$

Provided :

18.2 Conventional Lodging (6.1.5.B), Short-Term Rental Unit (6.1.5.C)

Required : $0.102 * \text{room}$

Provided :

18.3 Restaurant/Bar (6.1.6.E)

Required : $0.000599 * sf$

Provided :



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 Town's 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 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



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. Do 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.



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.



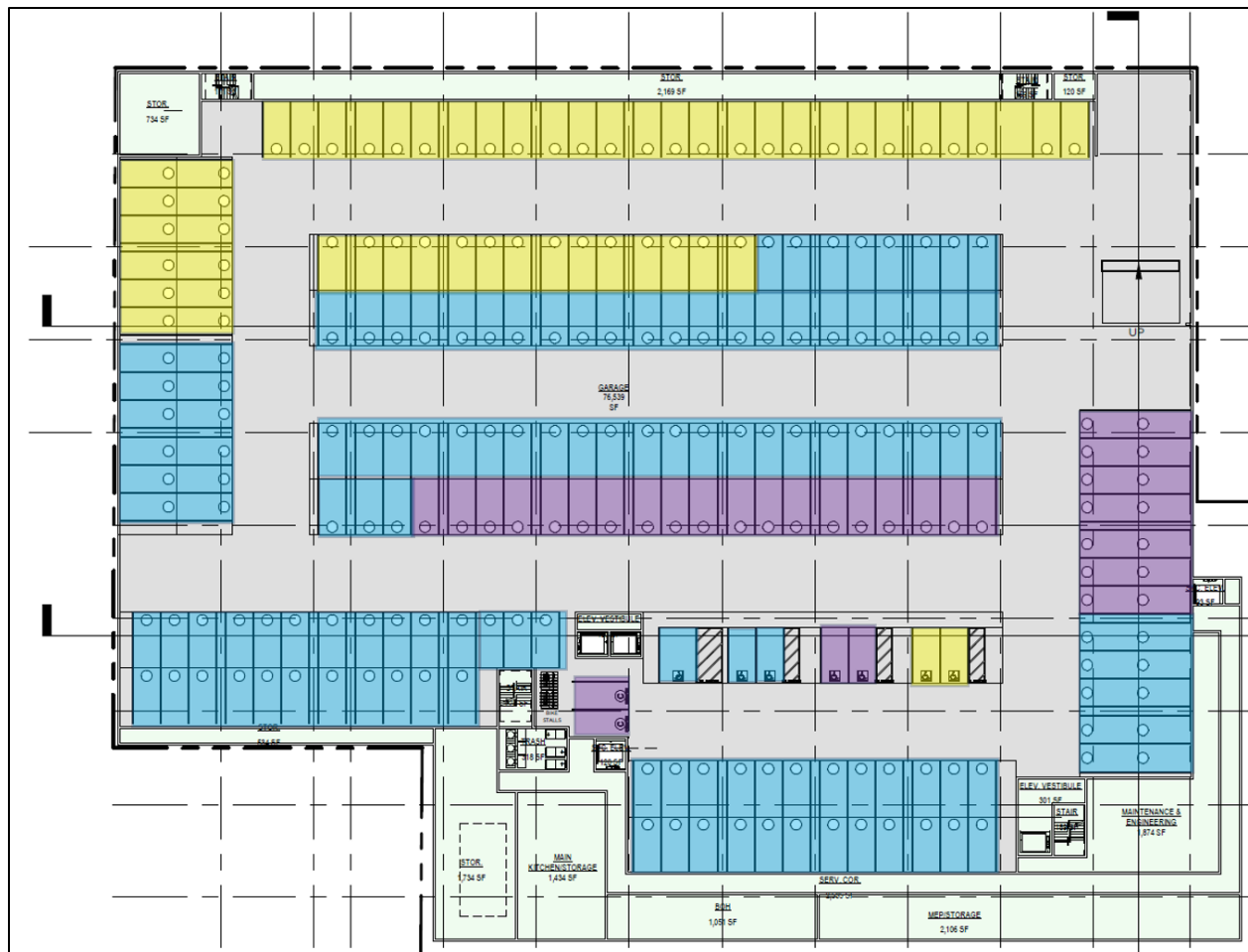
Hotel Parking

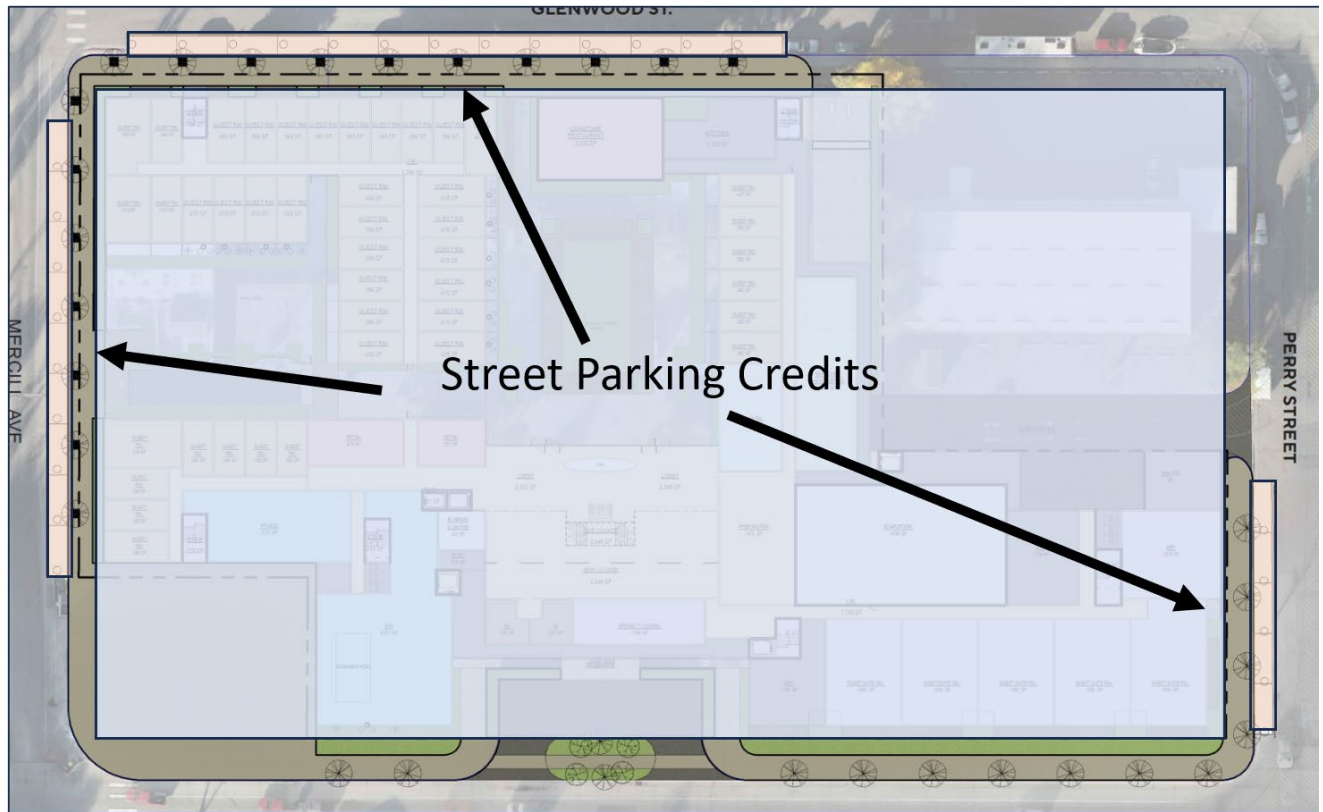
The proposed property includes 171 hotel rooms. Per the LDRs, each room is allocated 0.75 parking spaces, for a total of 129 parking spaces allocated for hotel guest use. These 129 spaces are located within the subterranean parking garage at the property. Guests will have the option to park their vehicle 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.







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
 - o Prior use included 3,000 sf of heavy retail and service, as the space was utilized as a gas station.
 - o This use equates to 0.369 housing credits, per the housing calculator
- 355 N Cache: The Old Orvill's Thrift Shop
 - o Prior use included a thrift shop (retail) which occupied 2,500 sf
 - o This use equates to 0.539 housing credits, per the housing calculator
- 335 N Cache: Lewis & Clark
 - o Prior use included an expedition company that occupied 1,500 sf
 - o This use equates to 1.440 housing credits, per the housing calculator
- 325 N Cache & 45 Mercill: Pioneer Motel
 - o Prior use included the Pioneer Motel, classified as conventional lodging. The Pioneer Motel held 25 keys.
 - o This use equates to 2.554 housing credits, per the housing calculator
- 330 N Glenwood & 65 Mercill: Office
 - o 330 N Glenwood: Use of the site includes an office building totaling 16,459 sf
 - o 65 Mercill: Use of site includes an office building totaling 5,366 sf
 - o This use equates to 5.204 housing credits, per the housing calculator
- 360 N Glenwood & 370 N Glenwood: Residential House
 - o Use of site included a detached single family unit (unrestricted), totaling 1,216 sf
 - o Use of site includes a detached single family housing, totaling 1,840 sf
 - o 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%
 - o 2 Studios
 - o 1 Two-bedrooms
- AMI Range: 50-80%
 - o 0 Studio
 - o 1 Two-bedroom
- AMI Range 80-120%
 - o 2 Studios
 - o 3 Two-bedrooms
- Workforce:
 - o 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.

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 (Unrestricted)	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 Mitigation Plan is complete. If the requirement is greater than one unit, or you would like to provide a unit to meet the requirement, please proceed to the [Unit Type Sheet](#).

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 shall 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 or equal to the Schedule total
Proposed Allocation	4.000	4.457	1.000	9.457	16.814	
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 proportionally 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:

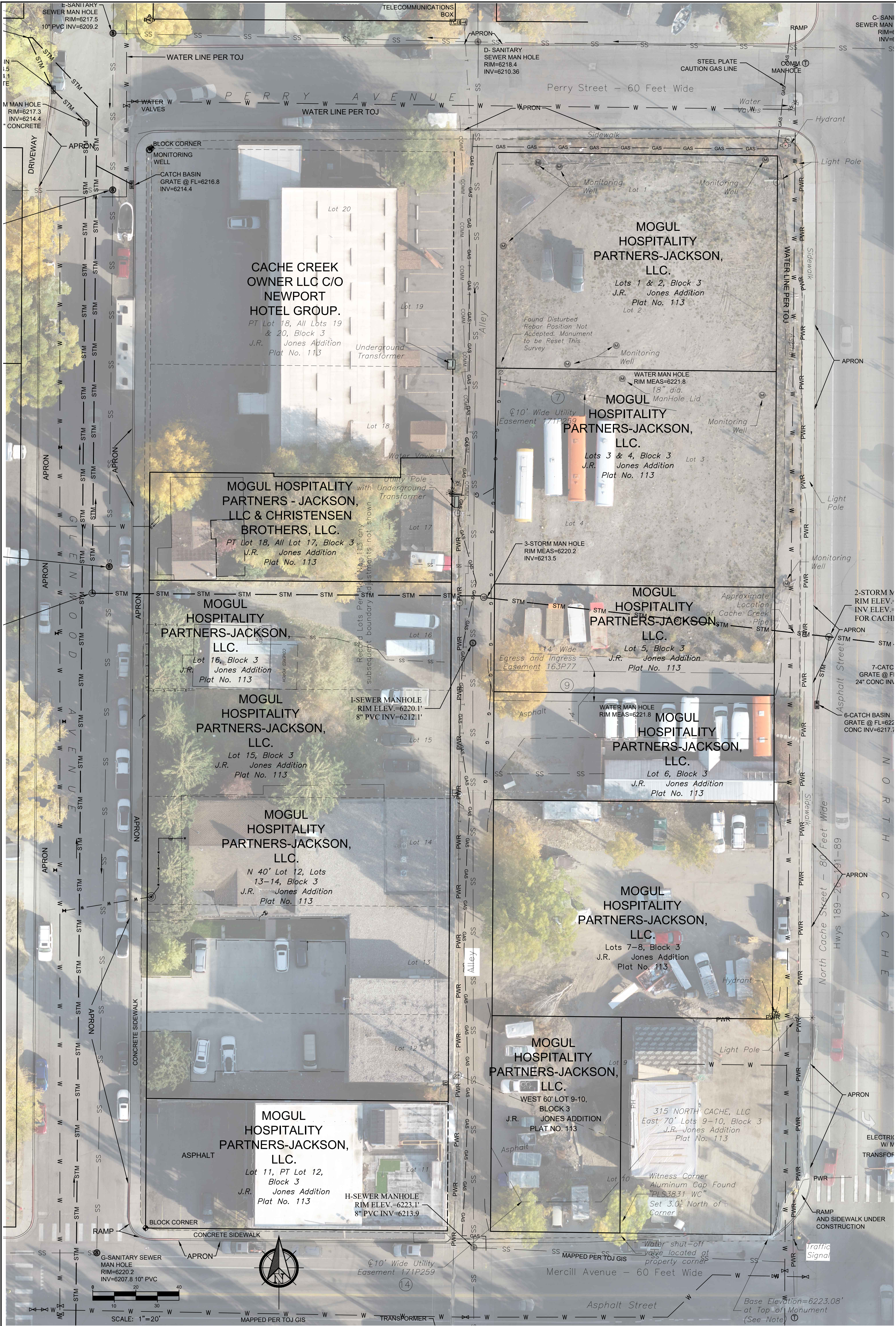
The entire site will be surrounded by temporary metal construction fence with fabric screen. The fence will be placed at the back of sidewalk on the plan north boundaries of the property, near the property line on all four sides. Vehicle gate in the fence will be placed at main entrance into the property 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:

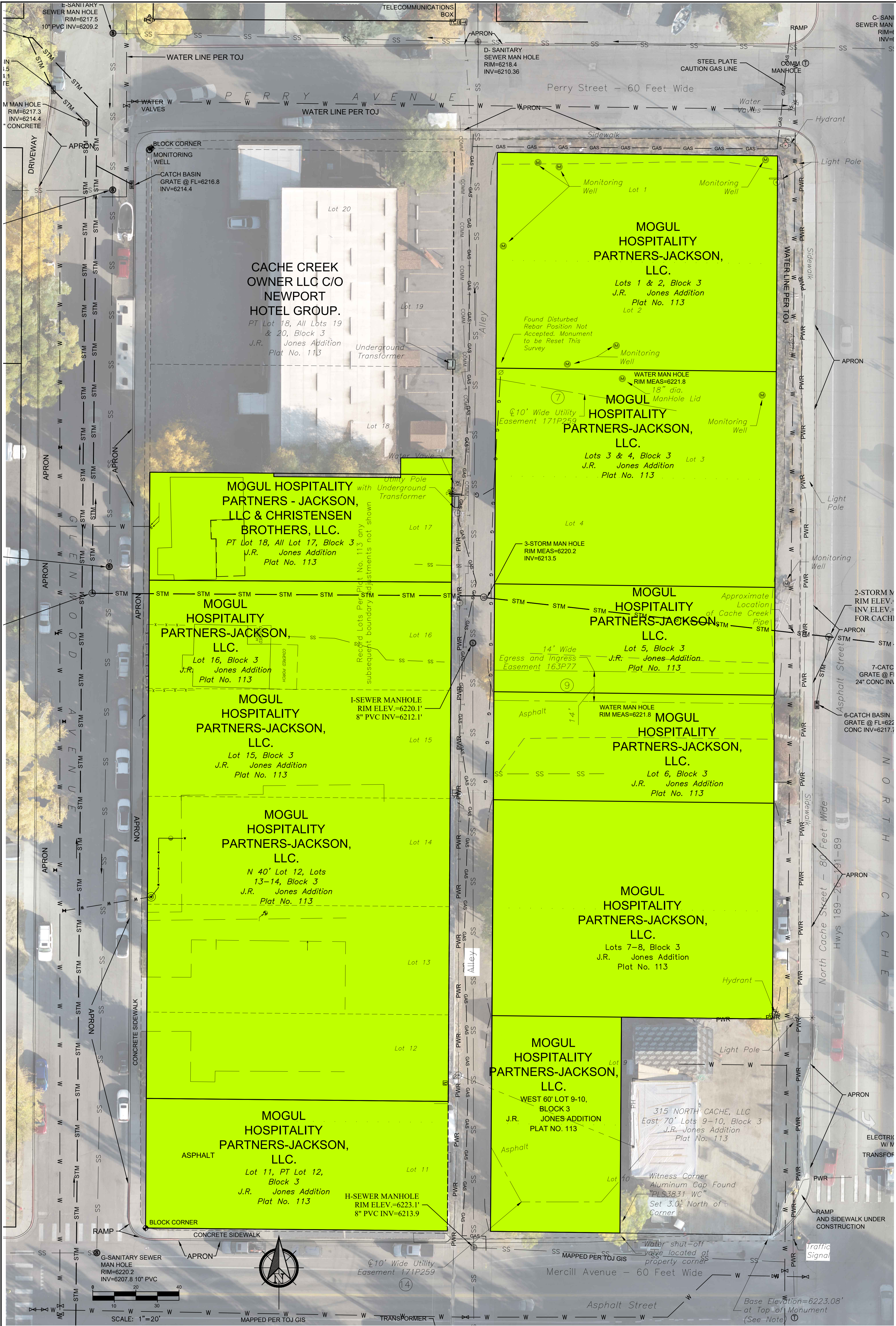
It is anticipated that site logistics will require minimal portions of the adjacent street lanes and sidewalk MAY be occupied by construction equipment or staging at different times during the project. Contractor will follow the temporary use criteria for the use of public property.

Stormwater Management:

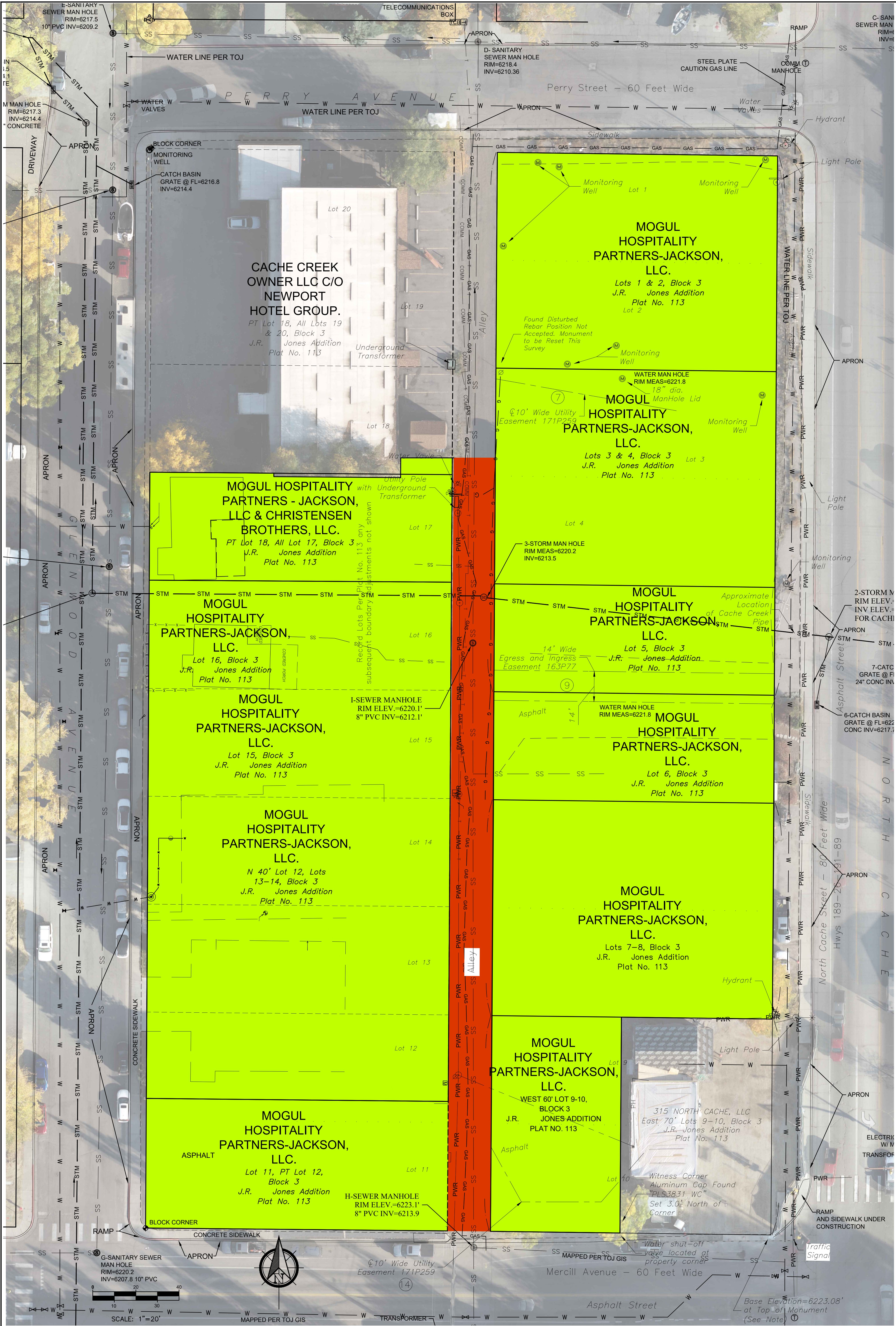
All erosion control measures and BMPs will be implemented per plan as developed by the civil engineer, including inlet protection and perimeter controls. All stormwater will be contained to the site with no runoff or outfalls. Vehicle tracking control mats will be installed and maintained at all vehicle 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.



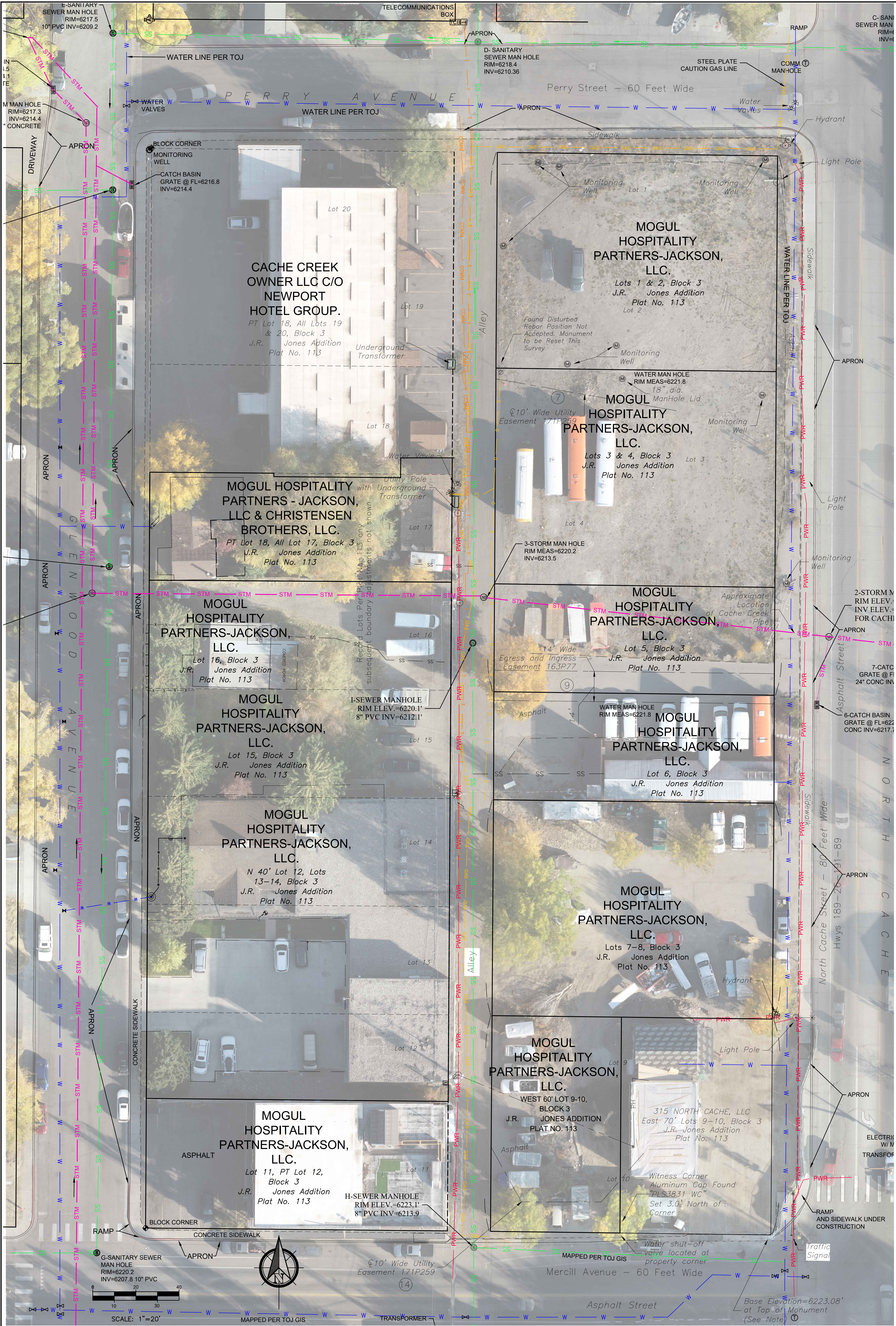
	Civil + Geotechnical Engineering, Geology, Groundwater, and Construction Administration 2100 Wilson Road • P.O. Box 6482 Jackson, WY 83001 • Jackson, WY 83002 307.413.4399 • www.scgengineering.com	PROJECT TITLE: JACKSON MIXED USE DEVELOPMENT MOGUL HOSPITALITY PARTNERS TOWN OF JACKSON, WY	DRAWING TITLE: EXISTING CONDITIONS SITE PLAN	REV.	DESCRIPTION:	BY:	DATE:	SCALE: 1" = 20' (24"x36" SHEET) SHEET NO. C1
				A	----	RS	----	



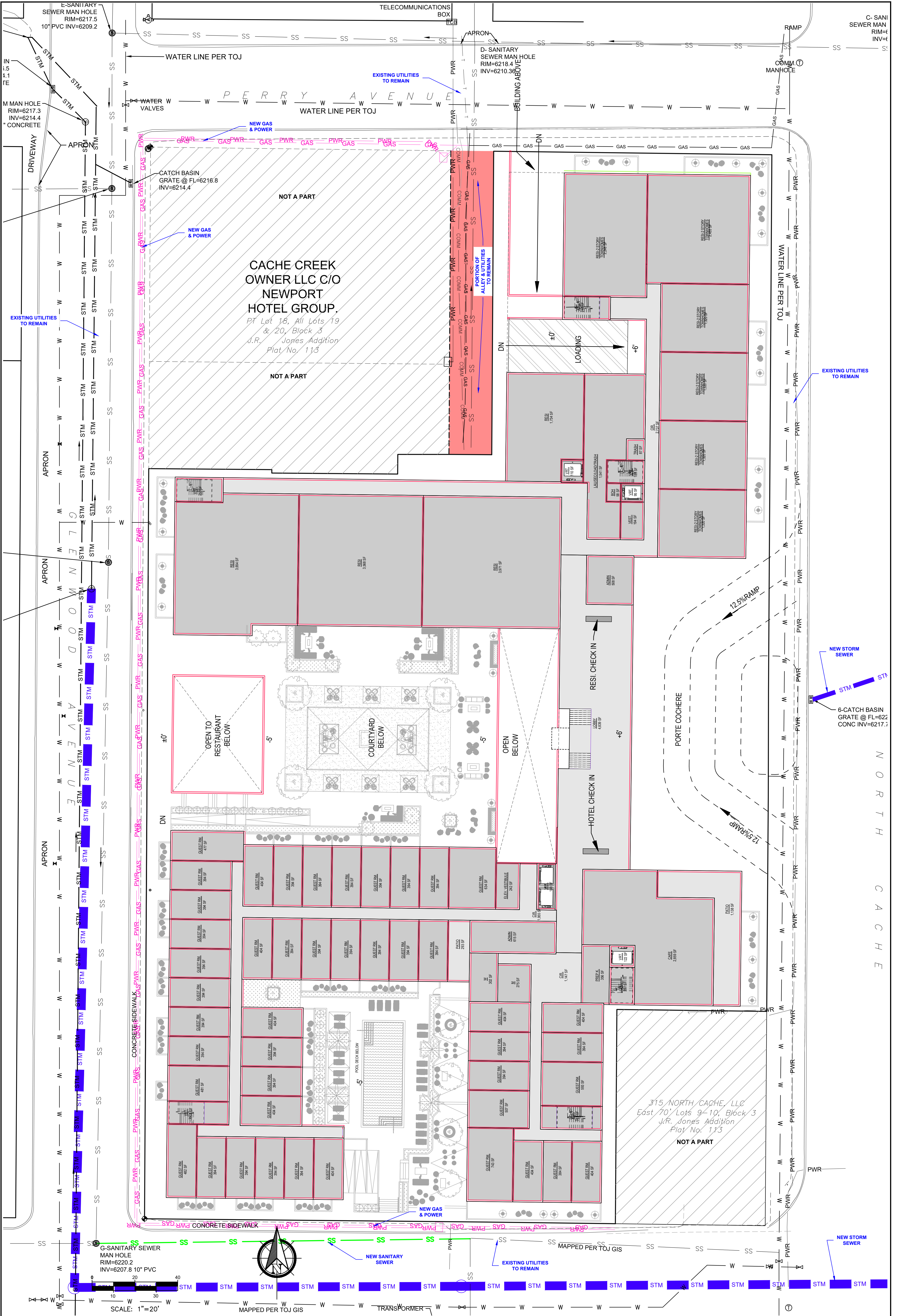
 Summit Consulting Group	Civil + Geotechnical Engineering, Geology, Groundwater, and Construction Administration 2100 Wilson Road • P.O. Box 6482 Jackson, WY 83001 • Jackson, WY, 83002 307.413.4399 • www.scgengineering.com	PROJECT TITLE: JACKSON MIXED USE DEVELOPMENT MOGUL HOSPITALITY PARTNERS TOWN OF JACKSON, WY	DRAWING TITLE: MOGUL HOSPITALITY OWNERSHIP MAP	REV.	DESCRIPTION:	BY:	DATE:	SCALE: 1" = 20' (24"x36" SHEET) C2
				A	----	RS	----	



 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 OWNERSHIP MAP W/ ALLEY VACATION	REV.	DESCRIPTION:	BY:	DATE:	SCALE: 1" = 20' (24"x36" SHEET) C3
				A	----	RS	----	



	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:	DRAWING TITLE:	REV.	DESCRIPTION:	BY:	DATE:	RS	SCALE: 1" = 20' (24"x36" SHEET)
				JACKSON MIXED USE DEVELOPMENT	MOGUL HOSPITALITY EXISTING UTILITY PLAN	A	----	RS	----		
				MOGUL HOSPITALITY PARTNERS							
				TOWN OF JACKSON, WY							
CHECKED BY:		PROJECT NO. 164171				SHEET NO. C4					



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:	PROJECT NO.	SCALE:	SHEET NO.
A	----	RS	----		164171	1" = 20' (24"x36" SHEET)	C5



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: Monday, May 6, 2024 2:21 PM
To: Town Council
Subject: Online Form Submittal: Allen Symonds Email the Town Council

Email the Town Council

Email Content: Does the town really need another high-end hotel with no support for our community. The current development plans do not meet the Town's guidelines. The developer is planning a monstrosity to maximize profit not the community. The scale is inappropriate for our community. Where are all the worker in this development going to live. What is going to happen to our scenic town that will be gated by a giant ugly three story block. I would hope you as our representative would put the town first not the developer.

Your Name: Allen Symonds

Your Company Name: *Field not completed.*

Your Phone Number: *Field not completed.*

Your Email Address: allen.g.symonds@gmail.com

Your City: Jackson

Your State: WY

Your Zip Code: 83001

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

From: Mark Baudendistel <annandmark99@gmail.com>
Sent: Thursday, May 23, 2024 8:18 AM
To: Town Council
Subject: Mogul capital north cache development

Dear Respected Town Officials,

We would like to express our concerns with the Mogul development proposed for North Cache. This development does not fit the character of our town. The big box look is not welcoming at our northern border.

The alley should remain public. The two levels of underground parking raises various concerns including water quality.

We already have backups into town during the summer. This development would make this situation worse.

The hypocrisy of approving this development with our current housing issues is insane. We, as a town continue to contribute to this serious housing crisis, infrastructure issues and a degradation of our community.

Thank you for your time, Ann Makley and Mark Baudendistel, East Jackson residents.

Sent from my iPhone

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, cliché 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 it 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:	<i>Field not completed.</i>
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: Tuesday, May 7, 2024 2:21 PM
To: Town Council
Subject: Online Form Submittal: Bruce Hawtin Email the Town Council

Email the Town Council

Email Content: Honorable Mayor and Town Council Members,

I am very, very opposed to the proposed development project on North Cache Creek. It is simple "out of scale" with the rest of The Town of Jackson. It will create more problems than it will solve. We already have plenty of everything this project creates, with more coming.

I have deep concerns about the direction Jackson is heading. It is slowly becoming a "tourist Town" catering only to tourists and second home buyers. This project would shorten that goal.

I have lived in Jackson for 55 years and I still enjoy the charm and opportunities this town offers. I think all of you feel the same way. Will this project add to this charm and opportunities?

Please turn this project down.

Best Regards,
Bruce

Your Name: Bruce Hawtin

Your Company Name: Hawtin Jorgensen Architects

Your Phone Number: 3076901125

Your Email Address: bhawtin@hawtinjorgensen.com

Your City: Jackson

Your State: Wyoming

Your Zip Code: 83001

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

From: Brynn Powell <powell.brynn@gmail.com>
Sent: Tuesday, May 21, 2024 12:56 AM
To: Town Council
Subject: Pause on Mogul

Dear Town Council,

I am writing to voice support for the concern expressed by the May 10, 2024 Guest Shots authors, experts in design and planning regulations in Jackson, WY, for the proposed Mega-Block development on N. Cache, the gateway to Jackson and Grand Teton National Park. It is a red flag that LDRs are inadequate for Jackson's largest proposed commercial development to date. Reading in between the lines, Jackson is not ready for a development of this size and scope even if the design limps by under the current LDRs. Moreover, if the development were to be approved under the current regulations, there remain many ambiguities surrounding zoning, water and impacts on natural resources, infrastructure, and town character. Ambiguity on these issues, if left unaddressed prior to any approval, will bear complicated and likely negative outcomes for the community. Without proper guardrails in place, approving a development of this scale sets a precarious precedent that will surely be wielded by other developers. Is the aim to encourage development that respects a sense of place or encourage development that is uncorrelated to place? Very different communities are born from these decisions. What will become of our special little town with its inimitable character, unparalleled access to nature, and at whose concession and at whose benefit? It's a zero-sum game.

More generally, in a town already struggling with growth and infrastructure issues, how will the local community and workforce benefit from a development of this scale? If my neighborhood of East Jackson is any indication, swift development erodes community character in favor of statusy boxes and breezeways for absentee homeowners. The nature of all of these developments – “boutique” hotels, “private” communities, clubs and airports, “legacy” homes, “luxury” condos, “bougie” stores – increasingly erode the western and community-oriented character of Jackson. As our electeds, you must reckon that these projects do not ultimately benefit (economically, aesthetically, or otherwise) the locals that built this community into what it is, but rather keep the wheels turning at some private investment office in a land far, far away. The genie is out of the bottle... How do we protect it?

Yours,
Brynn Powell

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: Sunday, May 5, 2024 7:25 PM
To: Town Council
Subject: Online Form Submittal: Carol and Jim Flick Email the Town Council

Email the Town Council

Email Content: Dear Town Council

I am writing today to oppose the newly proposed hotel/condo building at 355 N Cache St. What is the council thinking? The development of Jackson is out of control! What is the vision? Do we want huge buildings causing more congestion in the square, not to mention the complete lack of any plans for all the traffic that has been intolerable over the last few years. Are you just willing to let anything be built without a plan for the future of Jackson? Are you just looking for more tax revenue even though the state is pricing out people like us that have had a home there for over 20 years, but are getting close to not being able to afford the property taxes? As of now, we dread going into town to enjoy a nice meal etc., because of the traffic.

I also have to say that the whole Moulton Barn themed restaurant feels very gimmicky. Do we want Jackson to turn into a Disneyland kind of environment? What has happened to the classic, cool, rich heritage that gives a nod to the western casualty that Jackson has always had. This is just a very sad state of affairs that is NOT protecting the best interests of the residents of Jackson. This is more rich investors coming in and looking to make money off of tourists without any consideration for the needs, accessibility and rights of the residents of Jackson Hole.

Your Name: Carol & Jim Flick

Your Company Name: *Field not completed.*

Your Phone Number: 310-892-1963

Your Email Address: carolflick@icloud.com

Your City: Jackson Hole

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 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:	<i>Field not completed.</i>
Your Phone Number:	<i>Field not completed.</i>
Your Email Address:	colleen.crook@gmail.com
Your City:	<i>Field not completed.</i>
Your State:	<i>Field not completed.</i>
Your Zip Code:	83001

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



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.

Building Massing and Bulk and Scale

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,

A handwritten signature in cursive script that reads "Amy Kuszak". The ink is dark and the signature is fluid.

Amy Kuszak, Community Planning Director

Tyler Valentine

From: noreply@civicplus.com
Sent: Thursday, May 2, 2024 4:23 PM
To: Town Council
Subject: Online Form Submittal: Cory Curtis Email the Town Council



Email the Town Council

Email Content: To the Town Council-

Thank you for your service to the town during a time of constant change in our community.
I am writing today as strongly opposed to the proposed development at 355 North Cache Street by Mogul Capital. The proposed building is strongly out of character for our town. Vacating an alleyway is the start of a land grab that others will follow and amplify. A block wide development at the entrance to town signals that our town is for tourists, not the people who live here. Local businesses are already understaffed, with not enough housing. Traffic (especially entering town from Cache in the summer) is already overwhelming our roads.

Build it and they will come seems prescient here. How many more visitors can we sustain in one of the most ecologically important ecosystems left? Do we value growth and profit over environment? Do we value outside developers over local families? Do we want a Disney-fied Moulton Barn that seems like a sad design element? Do we have enough groundwater to sustain the addition of thousands more towels and dishes being washed daily?

Amsterdam recently banned all new hotels to keep their community livable for locals and visitors. Might we be willing to do something as radical and turn away the growth in favor of what makes us unique?

Thank you-
Cory Curtis

Your Name: Cory Curtis

Your Company Name: *Field not completed.*

Your Phone Number: *Field not completed.*

Your Email Address: coryc1000@me.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: Saturday, May 11, 2024 1:55 PM
To: Town Council
Subject: Online Form Submittal: Cynthia Dietzmann Email the Town Council

Email the Town Council

Email Content: Please STOP this ridiculous proposal for a massive building on Cache.

Furthermore, I call on the city council /county commissioner to enact an immediate moratorium on new construction greater than the previous maximum building size until the LDRs can be amended to reflect our communities needs.

We are drowning in development. Our infrastructure (sewage/roads/water) cannot handle a building of this magnitude, saying nothing of what it would do to the character of the town of Jackson.

Please don't approve a permit to mogul capital, an opportunistic developer, who cares nothing about our community.

Your Name: cynthia P dietzmann

Your Company Name: n/a

Your Phone Number: *Field not completed.*

Your Email Address: cynthiadietzmann@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: 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: noreply@civicplus.com
Sent: Sunday, May 5, 2024 11:24 AM
To: Town Council
Subject: Online Form Submittal: Elliot Gerson Email the Town Council

Email the Town Council

Email Content: Ladies and Gentlemen,

I write to express my dismay over the possibility that a new mega-hotel may be coming to Jackson. It is just what we do not need.

Our traffic situation is terrible and getting worse. Our housing and parking situations are a disaster will get even worse. As it is now, we avoid Town all the time. (We are full time residents and neither my wife nor I have been in an in Town store since the Pandemic. Although we would like to, we have learned to live without them.

We came to Jackson to avoid Aspen. Jackson is heading down that path and another hotel will speed the decent.

Elliot Gerson

Your Name: Elliot Gerson

Your Company Name: *Field not completed.*

Your Phone Number: *Field not completed.*

Your Email Address: esgerson@me.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: Sunday, May 12, 2024 6:51 PM
To: Town Council
Subject: Online Form Submittal: Emily Ambler Email the Town Council

Email the Town Council

Email Content: Please block the Mogol Capital proposal for development on N Cache until new LDRs can be drafted that will be consistent with our Jackson community desires and values. The proposed monstrosity is not what we ever want to see

Your Name: Emily ambler

Your Company Name: *Field not completed.*

Your Phone Number: 307-690-2443

Your Email Address: Eambler@msn.com

Your City: Jackson

Your State: Wy

Your Zip Code: 83002

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: Monday, May 6, 2024 10:53 AM
To: Town Council
Subject: Online Form Submittal: Hans Flinch Email the Town Council

Email the Town Council

Email Content:

Good morning Town Council and Mayor,
I apologize for the tardiness of this email, as I know you have a packed agenda on May 6th. I am writing to urge you to not vacate the alleyway on 325 N Cache (PM23-006) and to deny the Sketch Plan for P24-002. I reviewed this project as a member of the Design Review Committee and I feel that this project is completely out of character for our Town. While the current design may pay some minor lip service to the Design Guidelines that made it approvable at a Sketch Plan level, a better approach would be to deny the alley easement vacation, which would force the Applicant to re-design the building into multiple different units rather than a single mass. Unfortunately, the current Design Guidelines are woefully inadequate to deal with a building of this scale. The massing moves and street scape gestures that would work for a smaller structure are ineffective on a building of this size. The best solution is to force the applicant to break the building into smaller structures.

Getting this project right is crucial to preserving the character of the Town. The site is located at the entrance to the Town of Jackson and will be a first impression for many visitors and residents alike. The current design is completely mis-aligned with the desired character of a "vibrant urban village". It is similar to a hotel that one would find in a Town that caters to solely a transient tourist population like Las Vegas or adjacent to a convention center. Whatever is built will become the Gateway to our Town. Breaking the structure apart into multiple units is consistent to how other large hotel complexes in Town have been designed and would not be an overdue burden on the Applicant.

Thank you for your time and consideration and please contact me if you have any questions,
Hans

Your Name: Hans Nixon Flinch

Your Company Name:	<i>Field not completed.</i>
Your Phone Number:	3072640939
Your Email Address:	hans@cairnla.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: Monday, May 6, 2024 11:18 AM
To: Town Council
Subject: Online Form Submittal: Ian Tyree Email the Town Council

Email the Town Council

Email Content: Dear Town Councilors,

I've read recently of the pressing issues over swelling Town and County budgets. As you consider costly new initiatives and responsibilities like the new Courthouse you are likely considering many new sources of revenue to cover them from an extra penny of sales tax, SPET, raising mill rates or issuing bond like products. I think examining ways to raise new revenue for services is important, however I urge you to spend more time examining how you're spending the public's money and be demanding better efficiency

As a casual observer, I was shocked to read the new courthouse/sheriff/detention center costs have jumped from \$110m last year to \$160m now. I don't know enough about what has changed in the past year, but this is a huge number. My math shows this is an all in cost of over \$2,000/sq ft (\$160,000,000/75,000sq ft of new building). I'm well aware of building costs in Teton County right now as I'm currently in the middle of using a local builder with cost plus to build a nice house in the county for well under \$1000 / gross sq ft including the recent purchase of the land. No economies of scale or anything. I think I read in the paper you've approved architect fees alone of \$6.5m or ~4% of the \$160m project - a huge number! My architect and engineering fees were under 2% of the all in cost (about \$60k, money well spent obviously). Take another example of the cost to build Munger Mountain Elementary a number of years ago, I believe this was a total cost of about \$500/sq ft. Unfortunately it seems right to assume that costs have doubled since then to ~\$1,000 per sq ft, however they haven't quadrupled yet to over \$2,000/sq ft unless we are to believe your courthouse budget. And all this money for an important service, but one most of us never hope to have to use! These numbers just don't add up for me, I hope they do to you before you approve all this spending.

Sincerely,

Ian Tyree
2041 Hidden Ranch Loop
Jackson WY 83002

Your Name:	Ian Tyree
Your Company Name:	<i>Field not completed.</i>
Your Phone Number:	<i>Field not completed.</i>
Your Email Address:	ian.tyree@gmail.com
Your City:	<i>Field not completed.</i>
Your State:	<i>Field not completed.</i>
Your Zip Code:	<i>Field not completed.</i>

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

From: noreply@civicplus.com
Sent: Tuesday, May 14, 2024 1:06 PM
To: Town Council
Subject: Online Form Submittal: James Thompson Email the Town Council

Email the Town Council

Email Content: Can you describe other elements of the proposal such as parking requirements, number of employees full and part time, Bus access and Parking. Breakdown of various uses such as residential Hotel, Condos, Commercial, Office etc.
Are the Developers stretching the request and willing to accept less.
Jackson's full up with high end concentrate on affordable Housing but not in this location.

Your Name: James Thompson

Your Company Name: Tesident

Your Phone Number: 949 533 9408

Your Email Address: Jetjourney@icloud.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 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:	<i>Field not completed.</i>
Your Phone Number:	<i>Field not completed.</i>
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: Friday, May 10, 2024 3:16 PM
To: Town Council
Subject: Online Form Submittal: Joanne Zorkendorfer Email the Town Council

Email the Town Council

Email Content: In regards to the proposed hotel development at 355 N Cache street;

After reviewing the plans I can't help but feel demoralized that a developer could submit something so massively mediocre. There is nothing here that references the charm or heritage of our town, nor is there anything here that speaks to its sustainable and inspiring future! Excellent architecture can do both.

This building is dated, dull and could only have been drearily cut and pasted from a type of vernacular found in strip malls and lonely inner city urban sprawl. Please Jackson Town Council, wake up. We don't need another hotel do we? and certainly not one as bloated as this at our entrance.

As this proposal doesn't comply with Jackson's design guidelines, how did it get so far? Design guidelines- for all their faults- need to be consistently protected and enforced for them to be effective, otherwise they run the risk of being reinterpreted by future developers. If there are reasons to challenge them, it must only be for reasons that are creatively outstanding, or that bring about visionary change that is in alignment with our community and a sustainable future. So far this proposal is neither.

Your Name: Joanne Zorkendorfer

Your Company Name: *Field not completed.*

Your Phone Number: *Field not completed.*

Your Email Address: joanneoliver1@me.com

Your City: Jackson Hole

Your State: WY

Your Zip Code: 83001

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

From: Julien Hass <julien.hass@gmail.com>
Sent: Monday, May 6, 2024 7:30 AM
To: councilors@jacksonwy.gov
Cc: Arne Jorgensen; Jessica Chambers; Jim Rooks; Jonathan Schechter; Hailey Morton Levinson
Subject: North Cache St. hotel project

Good morning Madam Mayor and town counselors,
I am writing to ask for a "stay of execution" for the North Cache St. hotel project. This project, while it has been approved, is simply too large to be executed at the moment for our town. We must put this project on hold, in order to correctly review and ensure it meets all the town planning guidelines. We must wait to start this project (until other projects are finished) because our town can simply not handle the amount of construction it will generate, nor can we handle the amount of housing it will generate, at the moment and in the next several years, even with the South Park loop project.

Thank you for your time,

Julien Hass
julien.hass@gmail.com
307 920 0747

From: noreply@civicplus.com
Sent: Monday, May 13, 2024 9:53 AM
To: Town Council
Subject: Online Form Submittal: Julie Deardorff Email the Town Council

Email the Town Council

Email Content: Stop Mogul Capital's Current Development Plans

Hi. I live in the town of Jackson and am very disheartened with the plans to build such a huge structure in our town. The endless loop of not having enough housing but approving more and more new businesses seems like the definition of ongoing insanity. How many of the lowest paid workers will even be able to leave in those units? Our minimum wage cleaners, etc. Thus, creating more business that will hire minimum wage workers continues to maintain and increase the commuters. Also, from an aesthetic point of view, the plans are completely out of character for this town and the plan doesn't reflect our community's needs.

Please place an immediate moratorium on new construction greater than the previous maximum building size until the LDRs can be amended to reflect our town's values and needs.

Thank-you,

Julie Deardorff

Your Name: Julie Deardorff

Your Company Name: *Field not completed.*

Your Phone Number: 8583365578

Your Email Address: julie@clearawareness.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.](#)

From: noreply@civicplus.com
Sent: Saturday, May 4, 2024 10:45 AM
To: Town Council
Subject: Online Form Submittal: Katherine Koriakin, Steph Wise, Katie Wilson Email the Town Council

Email the Town Council

Email Content: Dear Town Council,

We are writing to express our concern regarding the current Design Guidelines and Land Development Regulations (LDRs) that do not adequately address large scale developments. We are asking the Town Council to please make updating these regulations a priority for the FY 24-25 Work Plan.

For example, the potential development of the 11 lots along North Cache Street by Utah-based developer Mogul Hospitality Partners concerns us. While the sketch plan submitted to the Design Review Committee (DRC) and Planning Commission (PC) technically meet our Land Development Regulations (LDRs) as well as many of the design requirements laid out by the Design Guidelines, we feel that the current regulations are not adequate in assessing a building of this size. While we are members of recommending bodies, we are speaking as long-time residents and design professionals in an effort to urge the community to voice their opinion as this project could set a precedent for additional large developments in the future.

Our Town is known for its western charm and history. We have preserved many of the facades and fought for the unique character of Jackson to remain intact. While we understand the need and rights for development and growth, if left unchecked, generic and monolithic developments such as that proposed for North Cache Street jeopardize the very essence that makes our Town special. A sudden surge in large buildings would not only alter the aesthetic appeal of our Town, but we risk losing aspects and features that hold significant value to both residents and visitors alike (eg. green spaces, cultural landmarks, western character).

First, we would like to urge the Town Council to work with Planning Staff to define what constitutes a 'big building'. In the

past, regulations such as the Planned Unit Development (PUD) and maximum floor area kept developments to a size and scale appropriate for our Town. While there was a reason and good intention for these regulations to be phased out, getting rid of such development guidelines altogether is not working. For example, the development at North Cache Street is receiving over 100,000 square feet from the “2:1 Bonus” since this incentive is currently uncapped. A possible solution worth exploring would be to have a floor area cap regardless of measures the developer takes to meet guidelines. Similarly, it would be worthwhile to look into regulations regarding how many lots a developer could link together to avoid “mega-blocks.” These are just a few potential solutions that would promote stricter regulations on development projects and ultimately lead to more sustainable growth practices that respect our Town's identity.

Second, we would like to urge the community to get involved in this conversation. If community members want to voice their opinions, now is the time. Currently, the sketch plan for the large North Cache development at the northern gateway to our community is scheduled to be considered for approval at the May 6th Town Council Meeting. It has received approval from the Design Review Committee and the Planning Commission. However, we feel that this approval was gained based on guidelines and regulations that are not sufficient to address a project of this large scale.

Again, we want to emphasize that our current guidelines and regulations are inadequate to evaluate buildings of this size. As our community continues to grow, the guidelines and regulations that dictate what can and cannot be built need to evolve in tandem. In this way, our residents, recommending bodies (DRC/PC), and Town Council can be empowered to thoughtfully preserve the authenticity of our community for generations to come.

We hope that this is just the beginning of the conversation and encourage community members to speak on the topic. If residents want to speak up, please contact the Town Council directly (electedofficials@jacksonwy.gov).

Please make it a priority in the FY 24-25 Work Plan to evaluate and update the current Design Guidelines and Land

Development Regulations regarding large buildings.

Sincerely,
Katherine Koriakin
Steph Wise
Katie Wilson

Your Name: Katherine Koriakin, Steph Wise, Katie Wilson

Your Company Name: *Field not completed.*

Your Phone Number: *Field not completed.*

Your Email Address: k.wilson2582@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: Sunday, May 5, 2024 12:47 PM
To: Town Council
Subject: Online Form Submittal: Kay Stratman Email the Town Council



Email the Town Council

Email Content:

Dear Mayor and Town Council,

Not one to write letters, I am at a tipping point because I am quite concerned and upset about the proposal for the new gigantic hotel on N. Cache proposed by Mogul Capital and supported by the town planning commission.

Our neighbor drives a school bus and trains bus drivers. He just told us that they are short 3-4 drivers, (as are many businesses in Teton County) and now he is laid up in the hospital. So, who can drive those buses? Which got me to thinking, in the middle of the night worrying about him, about the nasty housing situation in JH and how is that gargantuan hotel that is to be built downtown going to help that situation? Sure, it will employ people, but not bus drivers, nurses, school teachers or firefighters or enable them to live in Teton County. The new hotel is building some employee housing on South Park Loop Road and "some" (a small few) affordable units and including more market rate apartments. We know what market rate means.

Where is the value to the entire community of LOCALS? How does it promote "community"? How does it perpetuate our unique community values? What about increased traffic at a known bottle neck coming into town from the north? What about water quality issues?

It is going to take up the space of four Target stores. It looks like a prison. Have those architects/designers ever BEEN to Jackson? Not a very welcoming entrance to our town.

Stefan Fodor is the local attorney for Mogul Capital. (That company name says it all, doesn't it? Mogul Capital. BIG \$\$\$). Apparently, according to the developer, the project meets current LDRs. Fodor's quote addresses opponents' arguments regarding the development: "I can understand and appreciate

the fact that you don't like the hand you're dealt with the LDRs," Fodor said.

Our 20-year-old guidelines never anticipated block-size behemoths. We need a moratorium on projects like this until we get new Land Development Regulations.

Please give this project VERY careful consideration and intense scrutiny. (Just say "No".)

Your Name:	Kay Stratman
Your Company Name:	<i>Field not completed.</i>
Your Phone Number:	3074130929
Your Email Address:	kaystratman@mac.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001-9288

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.](#)

From: LeeAnn InbergSchuff <leeann.schuff@gmail.com>
Sent: Monday, May 6, 2024 2:41 PM
To: Jessica Chambers; Jim Rooks; jshechter@jacksonwyo.gov;
ajorgensen@jacksonwyo.gov; Hailey Morton Levinson
Subject: Fwd: Comments

Dear Town Council,

I would also like to add one more bullet point to my comments below.

- Allowing another 36 luxury, penthouse type condos to the Town of Jackson is also ridiculous. This development not only will cater to high end tourists, but will have 36 residences. That is a large Condominium development and should be considered separately and independent of the hotel, spa, and restaurant development. The answer should be a resounding NO! to this as well. We already have many, many developments with "luxury, in town penthouses" for sale. Again, are we a luxury stop-over or are we a vibrant town and community? Luxury townhome occupants do not send their kids to school, volunteer at the library or work at the hospital. They may take up a seat at Snake River Grill and perhaps buy art at a gallery, but are they what makes a town a community?

Thank you, again for the opportunity to comment.

Lee Ann Inberg-Schuff

----- Forwarded message -----

From: LeeAnn InbergSchuff <leeann.schuff@gmail.com>
Date: Mon, May 6, 2024 at 2:29 PM
Subject: Comments
To: Hailey Morton Levinson <hmortonlevinson@jacksonwy.gov>, <ajorgensen@jacksonwyo.gov>, <jshechter@jacksonwyo.gov>, <jchambers@jacksonwy.gov>, <jrooks@jacksonwy.gov>

Dear Town Council,

Thank you for taking time for online and in person comments. I am writing to submit my comments on the proposed Mogul Development on North Cache. I OPPOSE this project.

I am submitting written comments in hopes that I can attend the Council meeting this evening.

I am OPPOSED for the following reasons:

- Tourism is important but, **No! To another Hotel.** We have literally MILLIONS of tourists already and many, many, many hotels and short term rentals. There are plenty of places to stay and we do not need more tourists, more events or more reasons for people to visit this area.

- Who is going to benefit? Out of State, Big Money Developers. **You are not creating sustainable, community supporting jobs.** We don't need more minimum wage, service industry jobs (there is no shortage of those) or even construction industry jobs (there is no shortage of building going on!- plus, I guarantee the building contract would go to an out of state company). You will be making ALOT of money for a Development company based in Utah with connections to Hilton and Marriot. Another way to have money flow out of the community and worse, out of state.
- Traffic. Already it is gridlock on the north end of town (all of Town!). You will be adding 220 parking spots (thus 240 plus cars) to that gridlock (and that is when it is completed, let alone being constructed) What about the residents of the nearby "neighborhoods"? One entrance will be severely limiting to the existing Cache Creek Inn (seriously it will take their alley and parking plus any kind of quality of life from them). It will make the small businesses of Hi Country Linens and the few remaining mom and pop businesses lose because customers cannot access them. (Just look at the precedence set by Marriot, the public parking garage and Center For the Arts).
- The Enormity of this project! This thing is unbelievably huge! Not only is it architecturally massive and ill designed (actually a carbon copy of most of the other developments within the Marriot and Hilton Resort Line- see Park City for resemblances!). The building, as far as I can tell, uses no sustainable building practices (solar, green roofs, water conservation or recycling measures), has the bare minimum of landscaping (some trees in sidewalk cages) and will be a hulking, ugly building on the town's most important entrance. No character and no resemblance to a Jackson town building. **It is 365,000 sq with 3 plus stories!!!!** They have the whole block, why not create a nice, walkable little resort like The Rustic Inn?
- LDR's. Just because it meets the current (ill conceived and badly in need of an update) LDR's and has a Planning Department recommendation, does not mean that it has to be approved! **It is perfectly acceptable to say NO!** You are elected officials and supposed to represent the Community. Not only is the community opposed but there is no benefit to the community. Say No! and do not be swayed by the threat of very expensive lawyers who will threaten to sue because the building "meets the LDR's". Developing a building within our town is a privilege and not a legal right. We can and should be choosy!
- Housing. The Town and County were swayed when this very same developer proposed The Loop. All everyone heard was Housing and everyone voted for it, regardless of the repercussions for traffic, sewer, water, neighbors, wildlife and with a disregard for design or size. Now, they are using The Loop and those precious housing units as a bartering chip for this development. It smacks of "double dipping" and the community is not going to get the housing that they were promised. They were promised units within The Loop which will now be tied to this development.

I tend to be a very reasonable person but I do get very emotional when it comes to the future of this Town and this area. I often comment about County, regional and conservation issues, but have never commented to the City before. I am choosing now to comment because Jackson and Teton County are at a cross-roads. Jackson needs to decide whether it is a community and a vibrant town, or merely a place where the very rich can park their money. This decision does mean something for us all!

You are the elected "gate keepers", please have the confidence and the foresight to see that it is critical to have this piece of town developed responsibly and reasonably. Please vote No! and re-evaluate the project.

Lee Ann Inberg-Schuff

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,

Linda 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: Mary Lynn Callahan <mlctetons@yahoo.com>
Sent: Monday, May 6, 2024 12:48 PM
To: Town Council; Town Council; Luther Propst
Subject: Cache St Project

Dear Mayor and Jackson Town Council: '

This is a response to the plans for the Cache St. Project . I'm Mary Lynn Callahan, resident of Town of Jackson since 1989. I'm very concerned about this massive project, set to be the largest project ever in the Town of Jackson!!! I vote NO !!!

I was reading the Town Vision Statement and these particular words popped out at me " Encouraging development that is economically, socially, and ecologically sustainable"

Economically sustainable, how can our Town afford another massive hotel with 171 rooms and 36 condos which at any day could house 414 people or more and house 207 vehicles!! The plan doesn't say how many employees this hotel will need to operate, so again how can we afford another large group of residents!!! Our housing crisis is already high and this would obviously add to that. Economically sustainable, how can we afford the additional cost of infrastructure of water, sewer, police, fire protection, snowplowing, not to mention how much trash will be going to the transfer station to be hauled to Idaho??? Is this even possible for our town to absorb this project???!!!

Socially sustainable, Wow it's actually almost impossible to imagine this project and how it's going to affect our community. Vice Mayor Arne Jorgensen commented in the paper about his Mayoral Campaign Quote : "We are at a tipping point of losing the core of our community and becoming a resort only"

I want a Community going forward and I only hope everyone else does too.

Ecologically sustainable, This project does absolutely nothing to improve our town and it will impede wildlife from getting to the refuge, reduce wildlife from using Flat Creek, it will put at risk Flat Creek water quality which is already not good ! The noise factor alone will increase substantially in the neighborhood, I already have to call Rustic Inn during the summer regarding noise and parties! I've lived on Flat Creek for 36 years and I see this development degrading it in every possible way.

How much water does this project need??? Smart Water estimates that resorts need 5,000 liters or 1321 gallons per day! Do we have that? So at estimated full capacity thats 660,430 gallons per day being used and sent to our wastewater treatment plant. What is our maximum capacity for our Wastewater Treatment Plant, it says now we are treating between 1.5-3.5 million gallons per day. Then we have to clean that water before it goes back in the snake river at the same quality that it deserves for everyone down the line.

We have to be much more proactive regarding commercial projects !!! Will this project be required to install EV plug ins? Will this project be required to participate in recycling? Will this project be providing some kind of employee transportation, public etc.?? Will the project restaurant be required to compost their food to reduce trash hauling out of state??

Thanks for reading my comments and listening to all community members comments!

Mary Lynn Callahan

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.](#)

From: noreply@civicplus.com
Sent: Monday, May 6, 2024 2:08 PM
To: Hailey Morton Levinson
Subject: Online Form Submittal: Matt Howard Email Hailey Morton Levinson

Email Hailey Morton Levinson

Email Content:

Dear Mayor Levinson,

I urge you to please put atleast a hold on the project proposal on North Cache. With all the water issues brought up, along with the housing issues, lack of workforce in this county, and the traffic issues as well....this town does not need a building of this size, atleast at this time.

Most, not all, restaurants, hotels, and local businesses don't have enough staff to be fully functional during peak seasons. Heck, my Bank doesn't even have enough staff to keep the drive through open at all. And the new hotel being built in the village will only thin out the workforce even more.....

Until we can get some of these issues fixed, and I know it will be tough to do, we don't need anymore hotels especially of this size being built at this time.

Please vote no to this.

Thank you,
Matt Howard

Your Name: Matt Howard

Your Company Name: *Field not completed.*

Your Phone Number: *Field not completed.*

Your Email Address: Matt.h.7832@gmail.com

Your City: Jackson

Your State: WY

Your Zip Code: *Field not completed.*

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

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

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 is irretrievably too late.

Your Name:	Missy Whelan
Your Company Name:	<i>Field not completed.</i>
Your Phone Number:	<i>Field not completed.</i>
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: Aaron Carrillo
Sent: Monday, May 6, 2024 3:34 PM
To: Riley Taylor
Subject: FW: Online Form Submittal: General Inquiry, Comment, or Concern

Here is another !

From: noreply@civicplus.com <noreply@civicplus.com>
To: Aaron Carrillo <ACarrillo@jacksonwy.gov>
Subject: Online Form Submittal: General Inquiry, Comment, or Concern

General Inquiry, Comment, or Concern

First Name	Stephen
Last Name	North
Phone Number	828-443-0175
Email Address	stnphoto@earthlink.net
General Inquiry, Comment, or Concern	Dear Jackson Town Council, I am writing this to you concerning the proposed development located at 355 North Cache Street. From the drawings and sketches I have seen, I do not want this monstrosity to be built. It does not fit the look and feel of Jackson. That space should be developed as very affordable local workforce housing, possibly as a 3 story building with architecture details that fit with the local look and feel along with plenty of parking in front or behind the building. A 2 story with ground covered parking will work as well. Workforce housing is the biggest issue I keep hearing about from many locals and no more buildings should be built around Jackson unless it is for workforce housing that is more affordable so the seasonal workers can stay during the Summer and Winter seasons. More and more workers are having to travel longer distances to and from Jackson or having to sleep in their vehicles scattered around town. The employees needs to live close to town to keep everything running smoothly during the peak seasons. I plead with you to please deny this proposed development.

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

From: Paul Hansen <paulwhansen@me.com>
Sent: Tuesday, May 7, 2024 8:45 AM
To: Town Council
Subject: Mogul Capital

Jackson Town Council

I do not know if you will read this, but these are my comments on the Mogul Capital proposed complex that I did not get to present last night, after sitting there for three hours.

From the first line on Mogul's website: "Since its founding in 2002, Mogul Capital has focused on seizing opportunistic development and investment opportunities... to provide compelling returns on investment." Last night, the Mogul representatives showed their contempt for our community with their redundant filibuster eating up all the public comment time. Ironically, they did this while bragging about what a good partner they are. I agree to three minutes for public comment. Unlimited time for the applicants is not appropriate. It puts a thumb on the scale in their benefit.

A couple years ago, The Travel and Tourism Board asked our community to complete a survey on how we view growth and tourism. 4,777 of us responded — an off the charts unprecedented response rate. We understand and appreciate our tourist economy. Overwhelmingly, however, our community said we were fed up with over-tourism and over-crowding. This is a clear mandate for our electeds. Do something about it, starting with the Mogul project. Your community does not want this project and the congestion that will come with it. We do not believe that there is nothing you can do about it. Respond to your community. That is your job. It is not your job to enable Mogul "to provide compelling returns on investment."

The LDRs are clearly not capable of dealing with a project like this. Put this project on hold and re-do the LDRs. The fate of our community depends on you.

Paul W. Hansen
1155 Melody Creek Lane
Jackson, WY 83001
307 413-8879 (cell)
paulwhansen@me.com

From: noreply@civicplus.com
Sent: Sunday, May 5, 2024 12:46 PM
To: Town Council
Subject: Online Form Submittal: Rebecca Reimers and Bart Monson Email the Town Council

Email the Town Council

Email Content: Dear Town Council,

We strongly oppose the monstrous proposed hotel on North Cache. This project does nothing to benefit our town, and in fact, will exacerbate all of the current problems we are facing: traffic, lack of affordable housing, staffing shortages, and erosion of community character. Furthermore, the design is unsightly and grossly out of proportion to other structures in the town. The only beneficiaries of this project will be greedy out-of-town developers. I urge you to reject this project. It's truly the last thing we need.

Sincerely,

Rebecca Reimers and Bart Monson

Your Name: Rebecca Reimers

Your Company Name: *Field not completed.*

Your Phone Number: *Field not completed.*

Your Email Address: rebeccareimers@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: Thursday, May 9, 2024 3:50 PM
To: Hailey Morton Levinson
Subject: Online Form Submittal: Renee Jean Email Hailey Morton Levinson

Email Hailey Morton Levinson

Email Content: Hello, I write business and tourism stories for Cowboy State Daily. I have been asked to write a story about the Mogul Hotel. Would love to get your perspective on the development before I write the article.

Would you have a little time to discuss it with me?

I can be reached at Renee@CowboyStateDaily.com or my cell phone is 620-640-9991.

Your Name:	Renee Jean
Your Company Name:	Cowboy State Daily
Your Phone Number:	6206409991
Your Email Address:	Renee@CowboyStateDaily.com
Your City:	Cheyenne
Your State:	Wyoming
Your Zip Code:	82007

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

From: Ronna S <ronna_simon@hotmail.com>
Sent: Sunday, May 12, 2024 8:10 PM
To: Town Council
Subject: Concern about rampant land development and inadequate Town regulations

Dear Jackson Town Council,

I have lived in Jackson since 2005 and am extremely concerned about the pace of large private land developments, and government-funded projects, being approved by you. Truthfully, I can't keep up with the proposals and often wonder what is going on as I see (for example) piles of pipe, rock being milled, and new roads being laid along South Park Loop Road, on the Hereford Ranch. If there is any coordinated plan in place for the Town of Jackson and Teton County, I'm not aware of it. It just seems that there is an uncontrolled push to build "luxury condominiums" on any free space in town, and to toss up homes and apartments on any open space outside downtown. Oh, and to tear down lovely old homes like the Wort house just to build ugly boxes that will sell for millions more, and to allow developers like Mogul Capital to do whatever they please in the name of greed. This has to stop before Jackson is totally destroyed. Do you have any sense of responsibility to the people who live here that you represent, and to this town? Or what once was a town?

Regulations that used to protect us from such uncontrolled destruction have, for some reason, been overturned. There used to be limits on building heights and sizes. Apparently, someone thought they were unnecessary-- I don't understand why. You are bending to the will of the wealthy at the cost of the people who actually live and work here. I would like you to say "no" to Mogul Capital for such an outrageous proposal that will not benefit the Town of Jackson. There is no purpose or need for their proposal.

As a retired federal employee, I would like you to take a page from the U.S. Forest Service and require NEPA-type analysis of new proposed developments by proponents. They should have to provide and defend a "purpose and need", and analyze the impacts on the physical and human environments of their projects, and the community should be able to comment on the proposals' potential impacts. Such impacts should drive alternatives. Impacts to be evaluated should include (not a complete list):

- Impacts to soil, water and air (including water supply and quality, sewage treatment, soil quality, air quality from increased traffic, wetlands and floodplains, etc.)
- Impacts to visuals, noise pollution, neighborhood quality, traffic patterns, increased traffic, light pollution
- Impacts to wildlife (including migration patterns, habitat)
- Cultural resources (e.g., historic properties)
- Impacts to existing businesses
- Impacts to community services (schools, fire and police, infrastructure, road maintenance, etc.)
- Jackson Hole's character and quality of life

Short- and long-term impacts, as well as cumulative impacts should be evaluated.

Jackson and Teton County do not have unlimited resources. Such unrestrained development is detrimental to the values that are inherent here-- that make this place special--- and existing regulations are inadequate to allow for sustained use of our limited resources, especially in the face of climate change and our ever-growing visitation. Please put on the brakes now, and start restricting such profligate waste. In the words of the old Graham Nash song:

"But is the money you make
Worth the price that you pay?
Can you make it at the end of the line?
Don't the wind blow cold
When you're hanging your soul
On the line?"

Sincerely,
Ronna Simon

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.](#)

From: noreply@civicplus.com
Sent: Saturday, May 11, 2024 4:51 PM
To: Town Council
Subject: Online Form Submittal: Sarah Kraemer Email the Town Council

Email the Town Council

Email Content:

Dear Town Council Members,

I would like to voice my concern for the Mogul development. The size is concerning, the number of workers required to build such a project (where will they live?) is concerning and the elimination of an ally is concerning. But what gives me the most concern is the plan to dig 2 stories down to construct a basement where the water table is fragile and the groundwater is so high.

The project is out of size for the town, and the potential damage to the fragile ecology of the area makes this project a big NO.

Thank you for your time,
Sarah Kraemer

Your Name:	Sarah Kraemer
Your Company Name:	<i>Field not completed.</i>
Your Phone Number:	<i>Field not completed.</i>
Your Email Address:	sarahkraemer@mac.com
Your City:	Jackon
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 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

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

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

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

From: noreply@civicplus.com
Sent: Saturday, May 4, 2024 2:01 PM
To: Town Council
Subject: Online Form Submittal: Sidney Karin Email the Town Council

Email the Town Council

Email Content:	Jackson, and the GYE, need fewer hotel rooms, not more.
Your Name:	Sidney Karin
Your Company Name:	<i>Field not completed.</i>
Your Phone Number:	8585345075
Your Email Address:	skarin@ucsd.edu
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

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

From: Stefania Fram <stefi.fram@gmail.com>
Sent: Tuesday, May 7, 2024 8:24 AM
To: Town Council
Subject: Alley Vacation and the Right to Exclude

Expanding on my public comment from yesterday's town meeting, the lawyer representing Mogul Capital who was supposed to speak on the legal implications of the alley vacation tacitly side stepped the issue of the right to exclude. This right allows private property owners to exclude anyone from their property. While the lawyer gave what he thought were favorable examples of exclusion like disturbing the peace at 3am (which would be a crime regardless), or graphic protests against abortion, he failed to speak on the reality that they can exclude anyone from their property for any reason. It is disingenuous to use abortion rights as an argument for why the right to exclude is acceptable here. Abortion rights are not a reason to move public property into private hands. This is a silly argument that tries to capitalize on emotions and makes light of the dwindling rights of women in this country.

Ironically the legal consequences of vacating this alley dwindles all of our rights. By vacating the alley, we are also vacating our rights to this public space including the right to access and freedom of speech on this land. Although the lawyer did not expressly say this, this is an inevitable consequence. Don't shrink our public spaces. Trading our rights for trivial concessions isn't worth it.

Feel free to forward this message to the tone deaf lawyer.

-Stefania Fram

From: noreply@civicplus.com
Sent: Monday, May 13, 2024 8:05 AM
To: Town Council
Subject: Online Form Submittal: Susan Marsh Email the Town Council

Email the Town Council

Email Content: To the Town Council,

I wish to add my voice in protest to the unreasonable request being made for a mega-hotel/high-end condo complex on North Cache, and a similar request from another developer for a similar structure, which would be built nearby on the southeast corner of Gill and Glenwood. I am not sure what the council envisions for the future of Jackson, since it seems that its role is having to respond to individual proposals rather than articulate what is meant by "town as heart" and other slogans. A benchmark that would help developers know what is compatible with town might help them propose something more reasonable. Or not.

Concerns about the 'boutique' hotel proposal (and others) include:

There is already gridlock in our streets from late May through most of fall, and the ongoing construction of condos on N. Glenwood has narrowed that street to essentially one and a half lanes, thus impeding traffic. Parking for St. John's church is now inadequate. It would be nice to not continue to add to this kind of problem elsewhere in town.

The hotel as proposed is completely out of scale with its surroundings and would dominate the north entrance to Jackson. What message would that give visitors, other than like "keep driving, you can't afford to stop here," rather than a welcoming scene? I am sorry the interagency campus idea hatched in the mid-90s never came to be, as it would have provided not only a message of "welcome to a town set in the wonders of nature" but some actual visitor services for just plain folks instead of catering to the high end.

I think it is unwise to consider vacating alleys and allowing streets to be narrowed and public parking restricted in order to

accommodate the outsized plans of private developers. The serviceability of public infrastructure should be a higher priority.

We have a fairly tattered track record when it comes to protecting Flat Creek, which might once have been the real “heart” of town. Now it appears that in order to accommodate underground hotel parking, ground water would have to be pumped out to avoid flooding. Where would that water go? Into Flat Creek, to exacerbate its current winter flooding problems, and to render it further impaired (were all of the unlined fuel tanks in that area disposed of and any contaminated soil removed? I don’t recall seeing that happen.) Or will the pumped water be added to the town storm water system so that it falls onto the town to deal with any capacity problems?

If water pumping is needed to accommodate underground parking, it tells me what most of us probably know already, that we dealing with a high water table in what once was a natural wetland where Cache Creek flowed into Flat Creek. Does anyone remember the backhoe that buried itself in the muck when the “new” Interagency visitor center was being built? Everything from the rec center to the northwest corner of town is sitting on the same kind of soil and the fill that lies on top could be subject to liquefaction in an earthquake.

I understand that the town feels it must consider every proposal. But a thorough study of potential impacts is the least that can be done to prevent downstream problems that the town and its citizens will have to pay for. As for the scale of the building, why not just say no? Say no to vacating the public alley and blocking the view for the Cache Creek Motel, and say no to a structure that will greet visitors to Jackson with a building that, if I were one of those visitors, would simply say ‘go away.’

Thanks for the chance to say something.

Your Name:	Susan Marsh
Your Company Name:	<i>Field not completed.</i>
Your Phone Number:	3077335744

Your Email Address: smarsh@wyoming.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: 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:	<i>Field not completed.</i>
Your Phone Number:	<i>Field not completed.</i>
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: Sunday, May 5, 2024 11:08 AM
To: Town Council
Subject: Online Form Submittal: Sylvia Beck Email the Town Council

Email the Town Council

Email Content: Dear Mayor and town Council,

I am opposed to the building of a huge new hotel on N Cache street. We don't need more hotels, traffic and tourists. We need housing for our nurses, police, EMT's, teachers and others in the middle class who can no longer afford to live here. The charm of Jackson Hole is its small town ambiance, as well as the surrounding environs. Building another huge hotel is another step toward killing the goose that laid the golden eggs. Thank you for your attention to this matter,

Sincerely,

Sylvia Beck
PO Box 1575
Wilson, WY 83014

Your Name: Sylvia Beck

Your Company Name: *Field not completed.*

Your Phone Number: 267-231-447

Your Email Address: srbeck@comcast.net

Your City: Wilson

Your State: WY

Your Zip Code: 83014

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

From: Aaron Carrillo
Sent: Monday, May 6, 2024 11:02 AM
To: Riley Taylor
Subject: FW: Online Form Submittal: General Inquiry, Comment, or Concern

Hello –

I received this message through our Gen. Inquiry inbox.

For emails related to items on meeting agendas, would you like me to send them to you and the respective dept. presenting or just yourself?

Thank you!

Aarón

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, May 6, 2024 8:33 AM
To: Aaron Carrillo <ACarrillo@jacksonwy.gov>
Subject: Online Form Submittal: General Inquiry, Comment, or Concern

General Inquiry, Comment, or Concern

First Name	Laurie
Last Name	Thal
Phone Number	3077335096
Email Address	thallaurie@gmail.com
General Inquiry, Comment, or Concern	I am concerned about the proposed Hotel on N. Cache by Mogul Capital. It does not seem to fit within the values and direction we want our town to grow. Please take more time to consider the impacts this Huge building will make on our community. Also , where are all the employees needed for this large hotel going to live?

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

From: Tim Fram <timothy.fram@gmail.com>
Sent: Wednesday, May 8, 2024 7:48 PM
To: Town Council
Subject: Mogul does not want to participate in Jackson's community

While the presentation yesterday was not to approve a rendering, the rendering was where Mogul focused its energy. In addition to comparing a picture of a mudseason alley with a synthetic image of a summer night (of course they could make the alley prettier, without a vacation), the render by Mogul had a vehicle blocking the sidewalk on Broadway. Not only would this be illegal, Mogul has purposely shown they do not understand, nor care about our community. The Council has discretion and should choose to refuse all discretionary approvals to Mogul.

Thank you,
Tim Fram

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

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

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.

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).

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.

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.**

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.

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

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

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 below TOC)	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

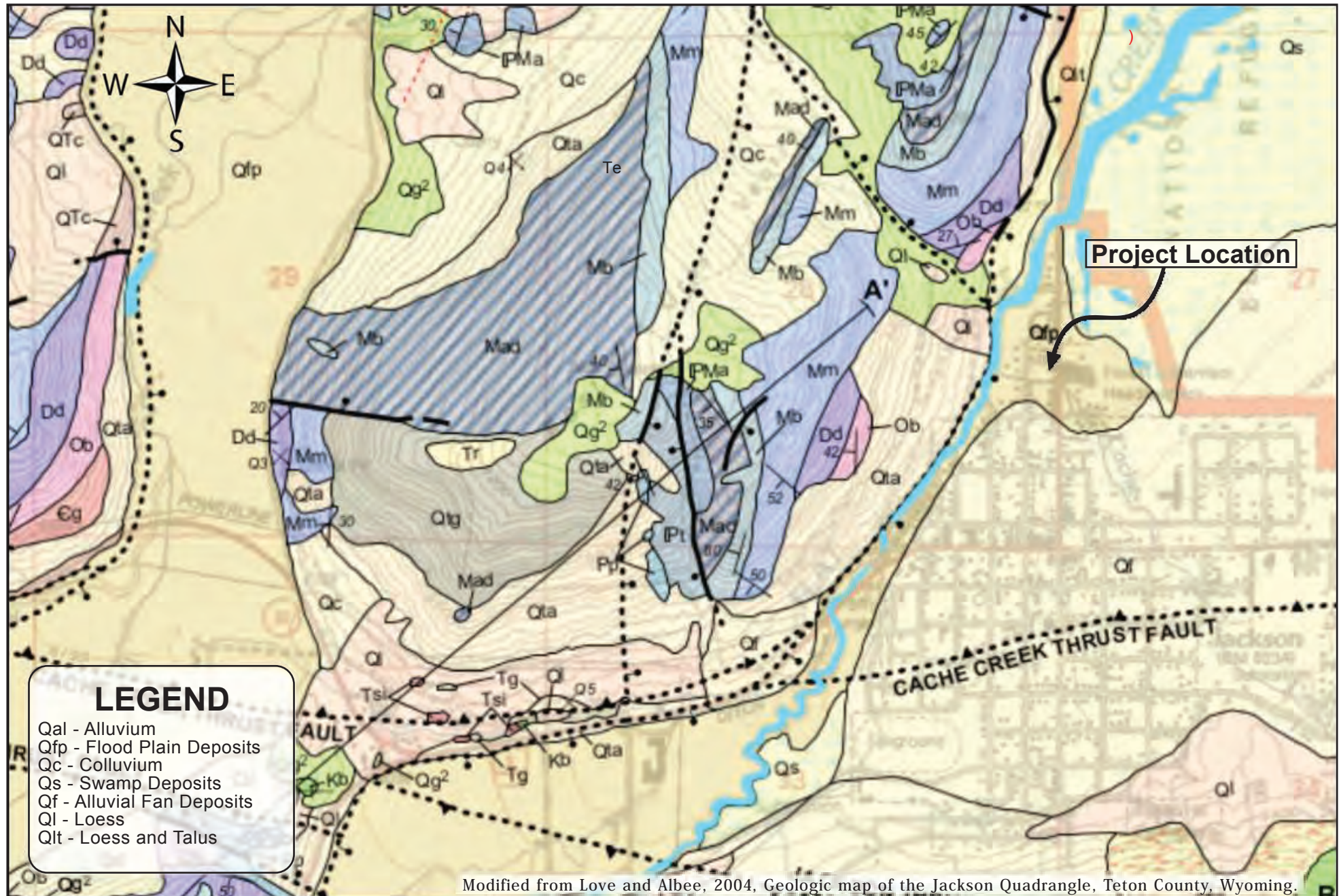
Table 3 - Estimated Rates of Construction Dewatering
JH Boutique Hotel - Phase 1 Groundwater Work
Jackson, Wyoming

Excavation Depth (feet)	Lower Limit of Pumping (gpm)¹	Upper Limit of Pumping (gpm)¹
10	560	695
15	1620	2100
20	3120	3800

¹A 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.

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



FIGURE
1

Figure 2a - Geologic Cross Sections (from Attachment B)

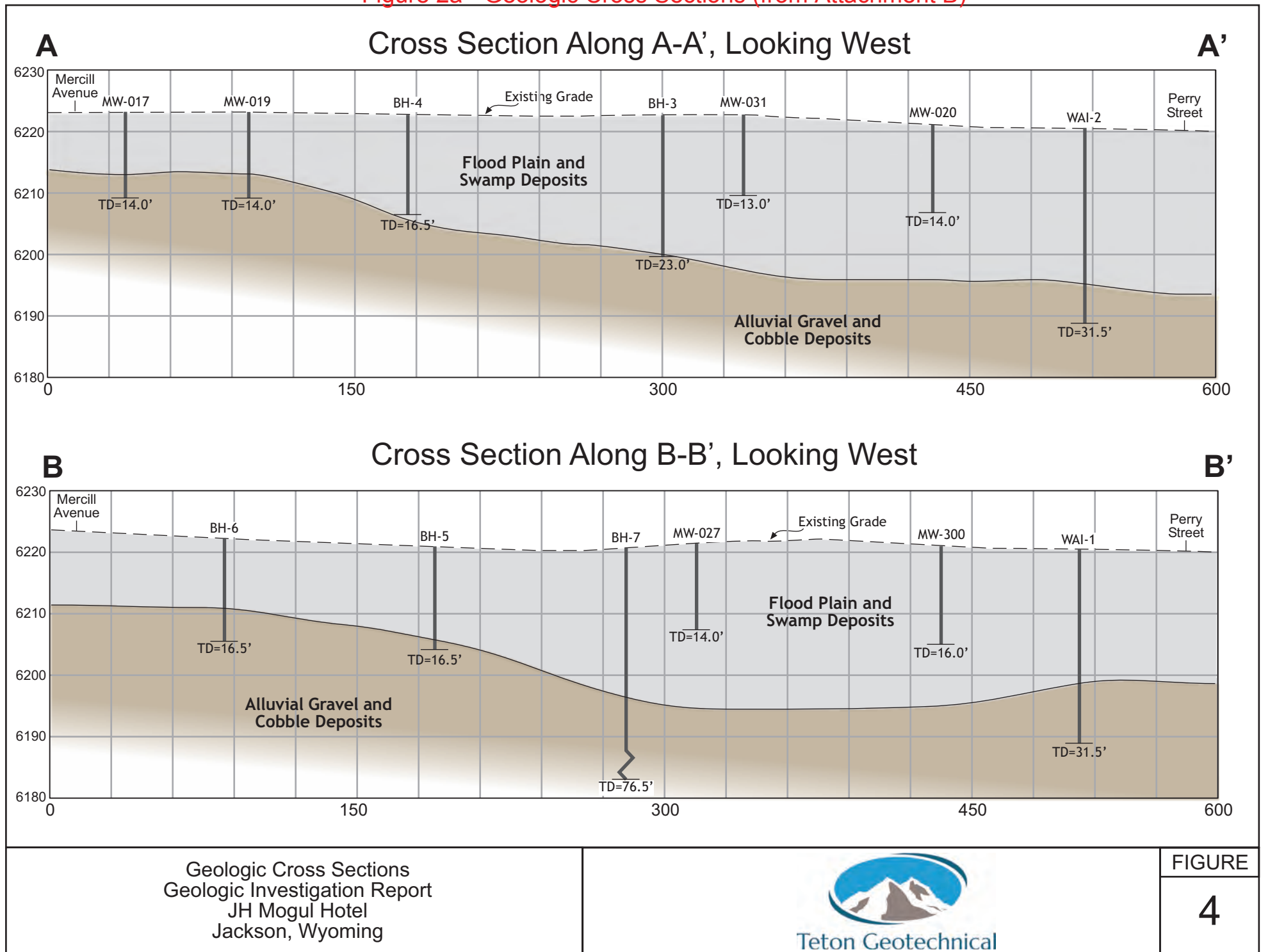
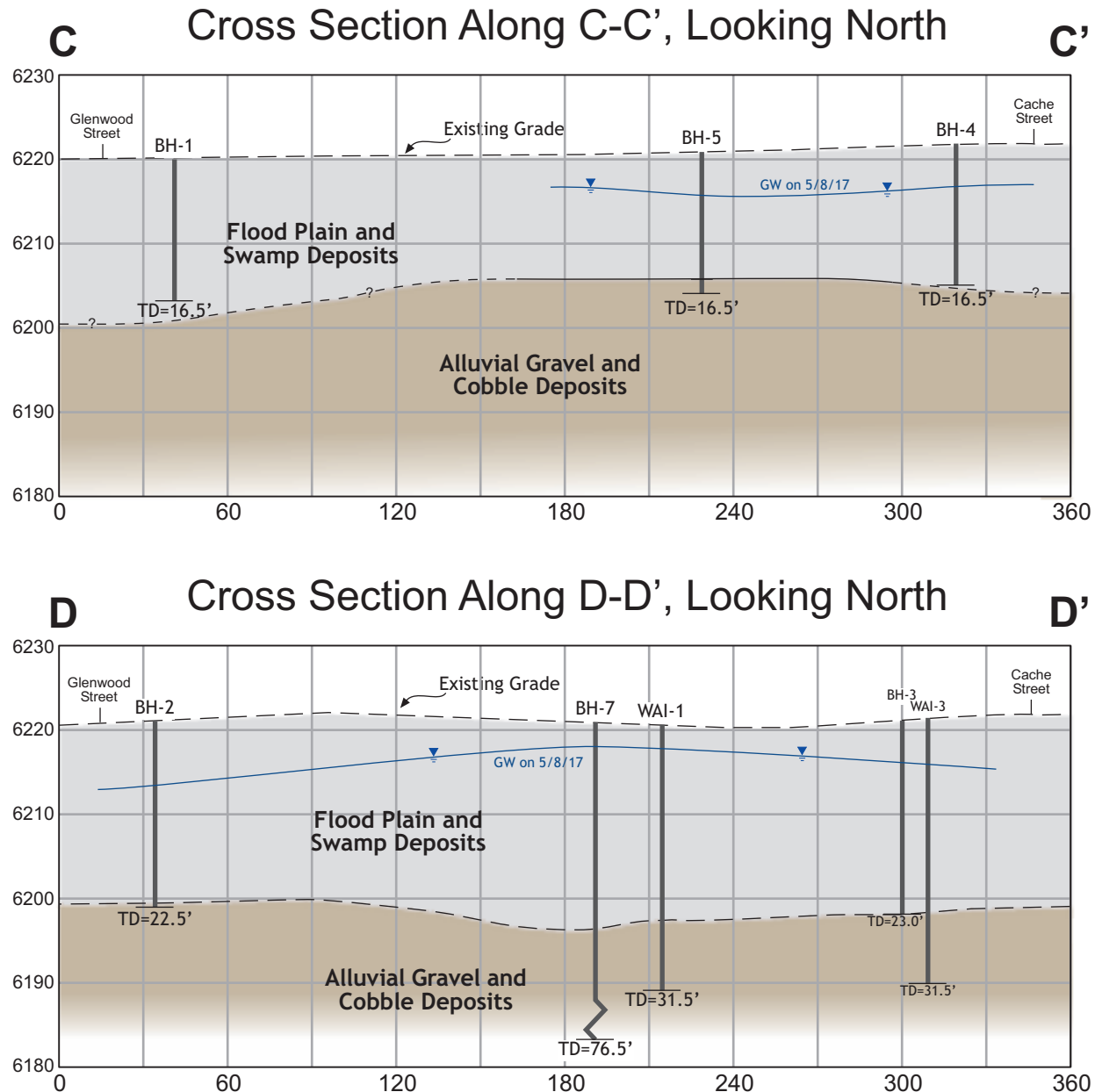


Figure 2b - Geologic Cross Sections (from Attachment B)



Q:\Projects\wy-deq\Jackson05 Analysis and Engineering\Jackson CAD and GIS Files\Round26\Figure7-2 Benzene Isocons NorthJacksonSites.mxd

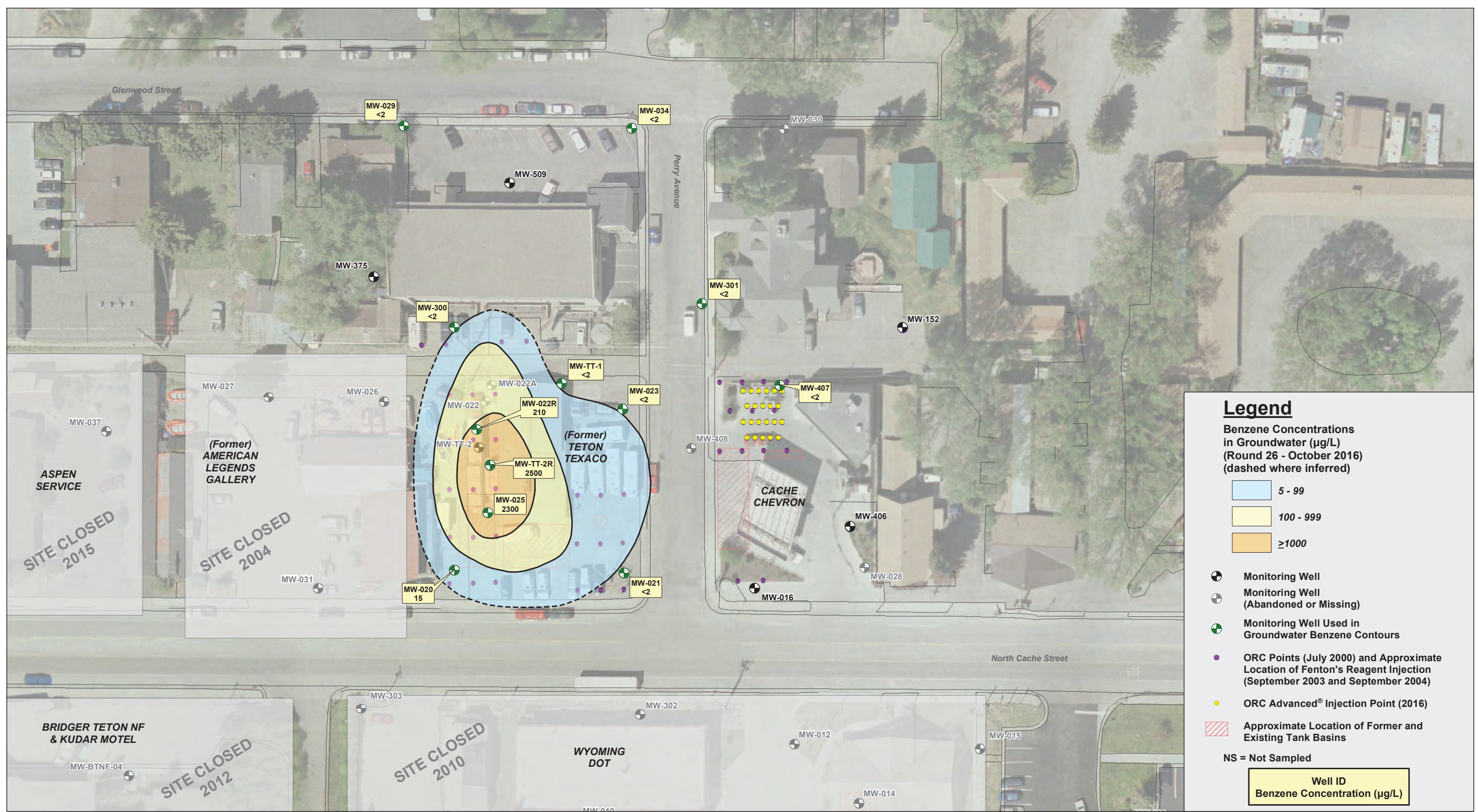


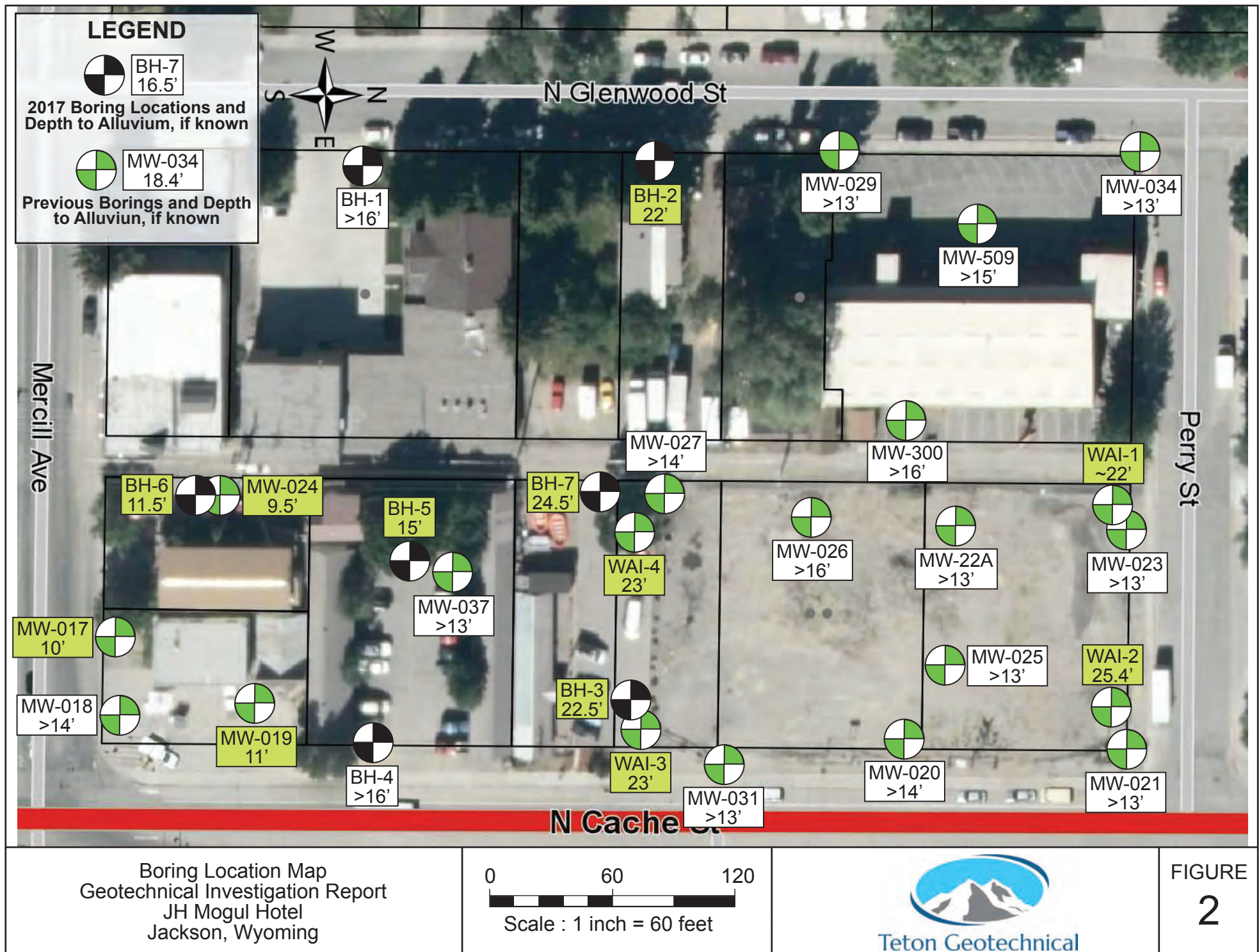
Figure 3 - Benzene Isoconcentration Contours (from Attachment D)

Round 26 Benzene Isoconcentration Contours
North Jackson Sites
Jackson Remediation Project
Jackson, WY

Figure 7-2

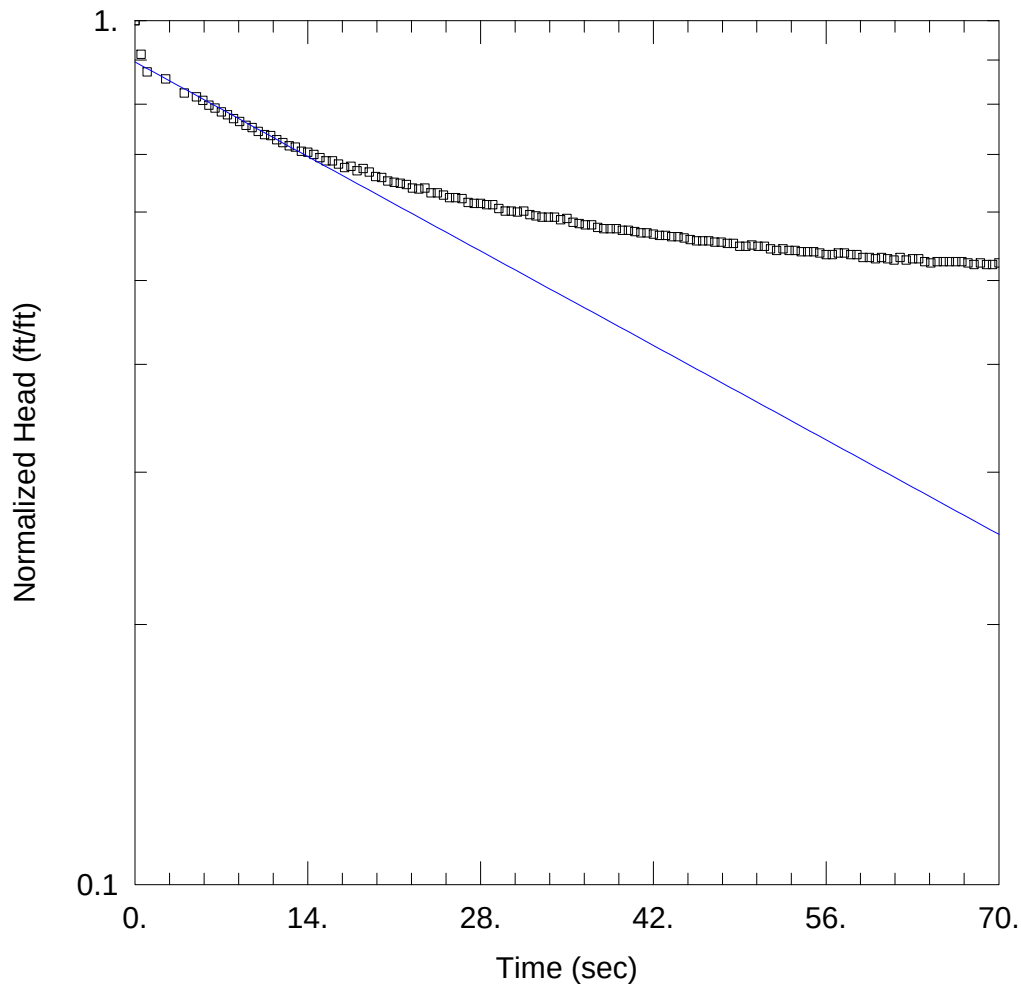


Figure 4 - Boring and Well Location Map (from Attachment B)



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

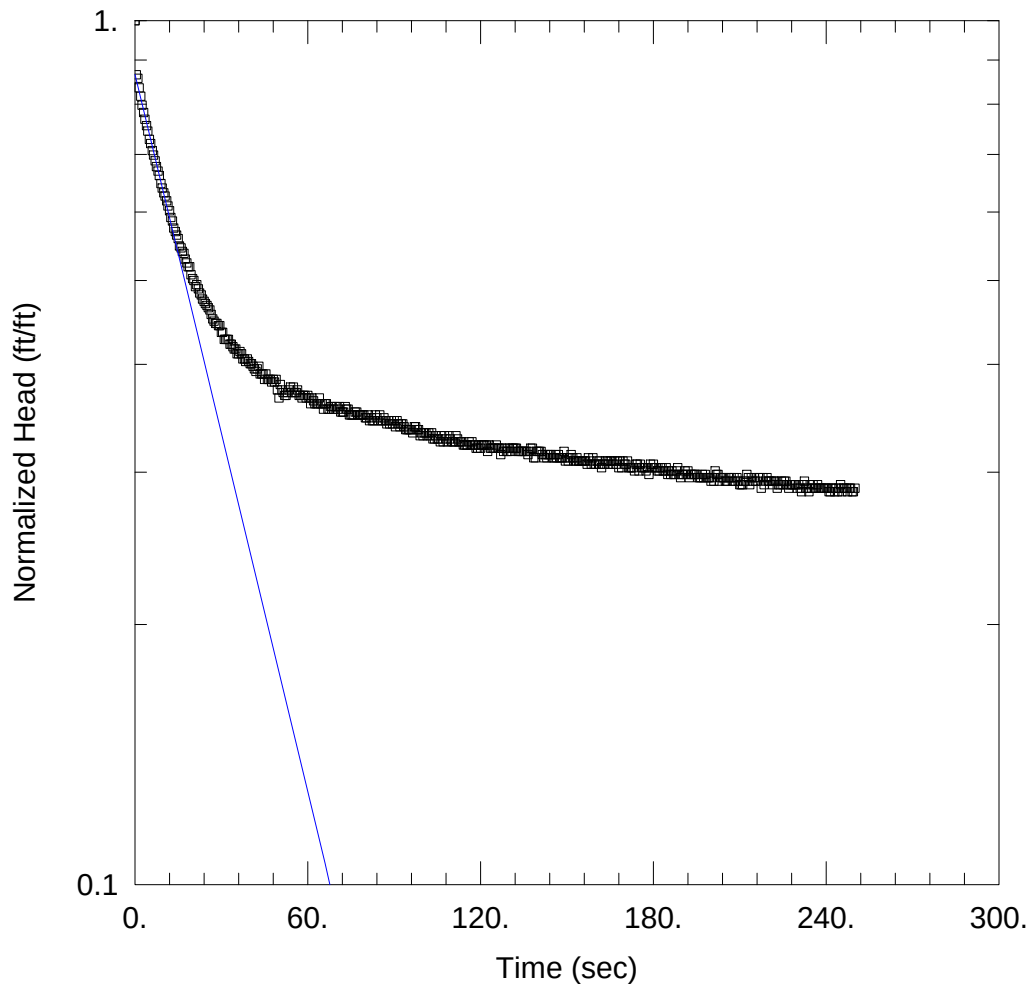
Saturated Thickness: 12.16 ft Anisotropy Ratio (K_z/K_r): 1.

WELL DATA (BH-2 Falling)

Initial Displacement: 0.5 ft Static Water Column Height: 10.96 ft
 Total Well Penetration Depth: 10.66 ft Screen Length: 10. ft
 Casing Radius: 0.083 ft Well Radius: 0.177 ft

SOLUTION

Aquifer Model: Unconfined Solution Method: Bouwer-Rice
 $K = 1.547$ ft/day $y_0 = 0.4478$ 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

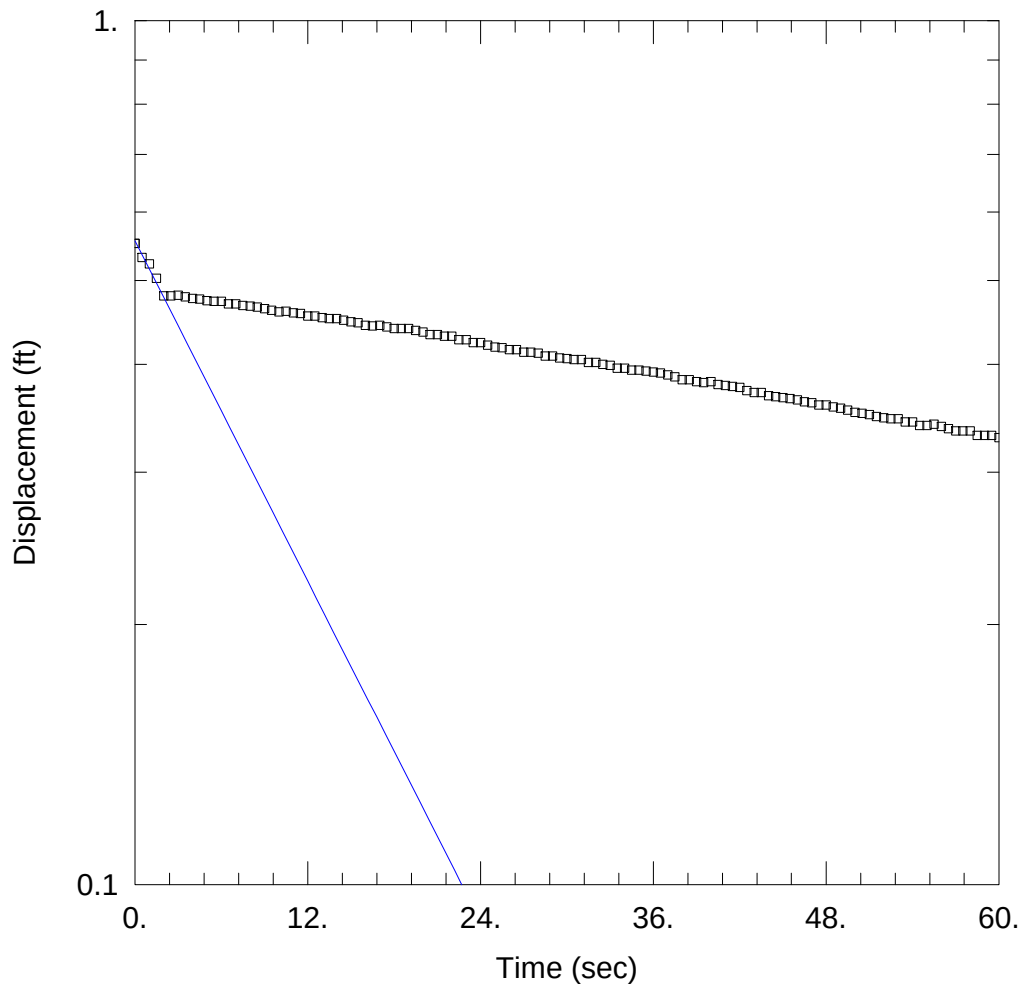
Saturated Thickness: 12.16 ft Anisotropy Ratio (K_z/K_r): 1.

WELL DATA (BH-2 Rising)

Initial Displacement: 0.372 ft Static Water Column Height: 10.96 ft
 Total Well Penetration Depth: 10.66 ft Screen Length: 10. ft
 Casing Radius: 0.083 ft Well Radius: 0.177 ft

SOLUTION

Aquifer Model: Unconfined Solution Method: Bouwer-Rice
 $K = 2.739$ ft/day $y_0 = 0.3222$ 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

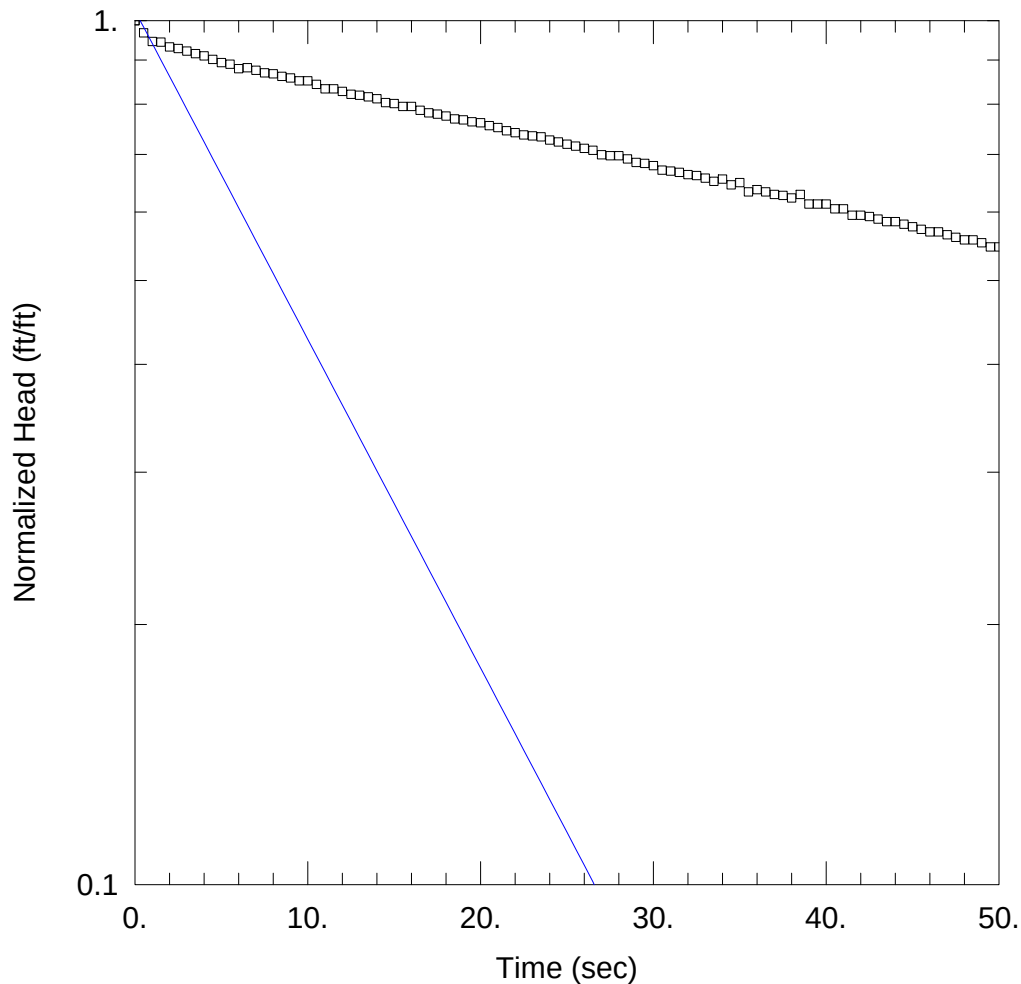
Saturated Thickness: 17.5 ft Anisotropy Ratio (K_z/K_r): 1.

WELL DATA (BH-3 Falling)

Initial Displacement: 0.552 ft Static Water Column Height: 12.75 ft
 Total Well Penetration Depth: 12.71 ft Screen Length: 9.05 ft
 Casing Radius: 0.083 ft Well Radius: 0.177 ft

SOLUTION

Aquifer Model: Unconfined Solution Method: Bouwer-Rice
 $K = 7.093$ ft/day $y_0 = 0.5561$ 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

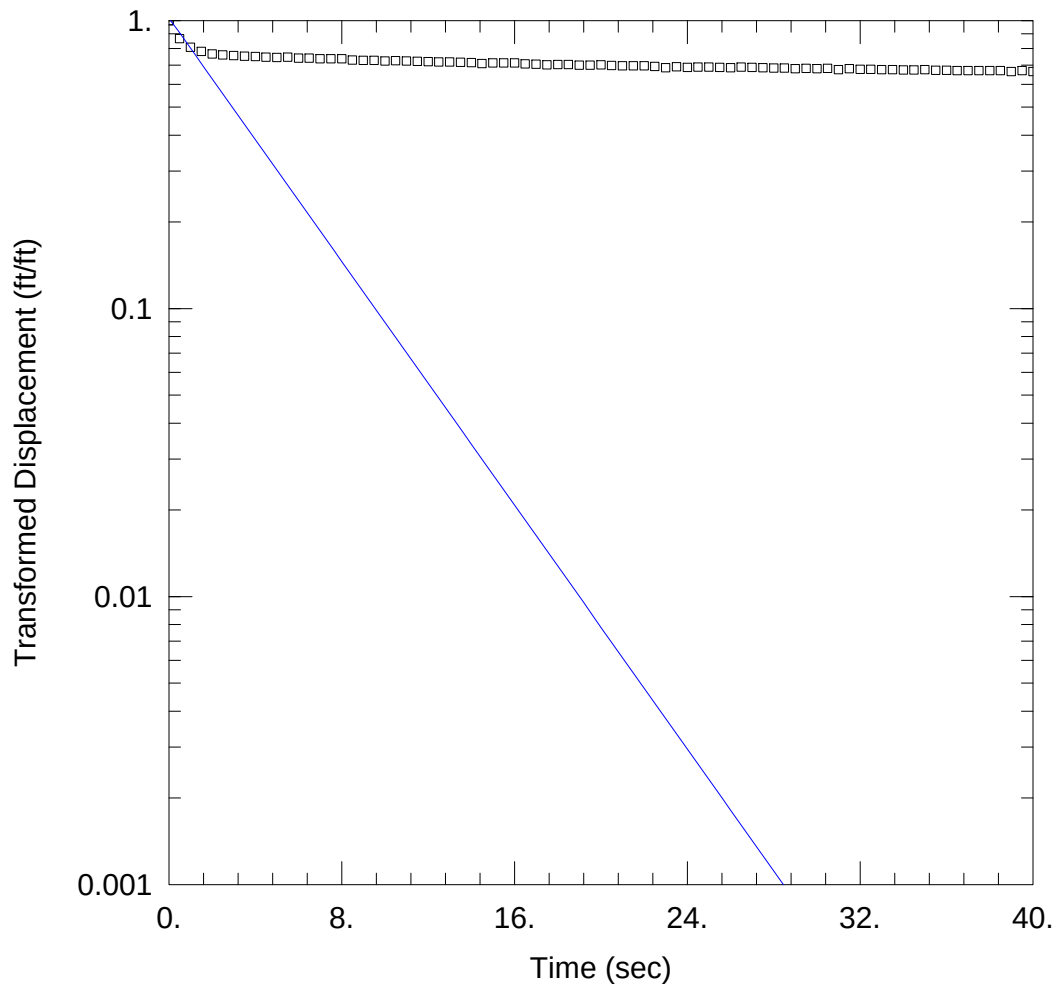
Saturated Thickness: 11. ft Anisotropy Ratio (K_z/K_r): 1.

WELL DATA (BH-4 Rising)

Initial Displacement: 0.499 ft Static Water Column Height: 6.84 ft
 Total Well Penetration Depth: 6.85 ft Screen Length: 6.85 ft
 Casing Radius: 0.083 ft Well Radius: 0.177 ft

SOLUTION

Aquifer Model: Unconfined Solution Method: Bouwer-Rice
 $K = 9.348$ ft/day $y_0 = 0.5124$ 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

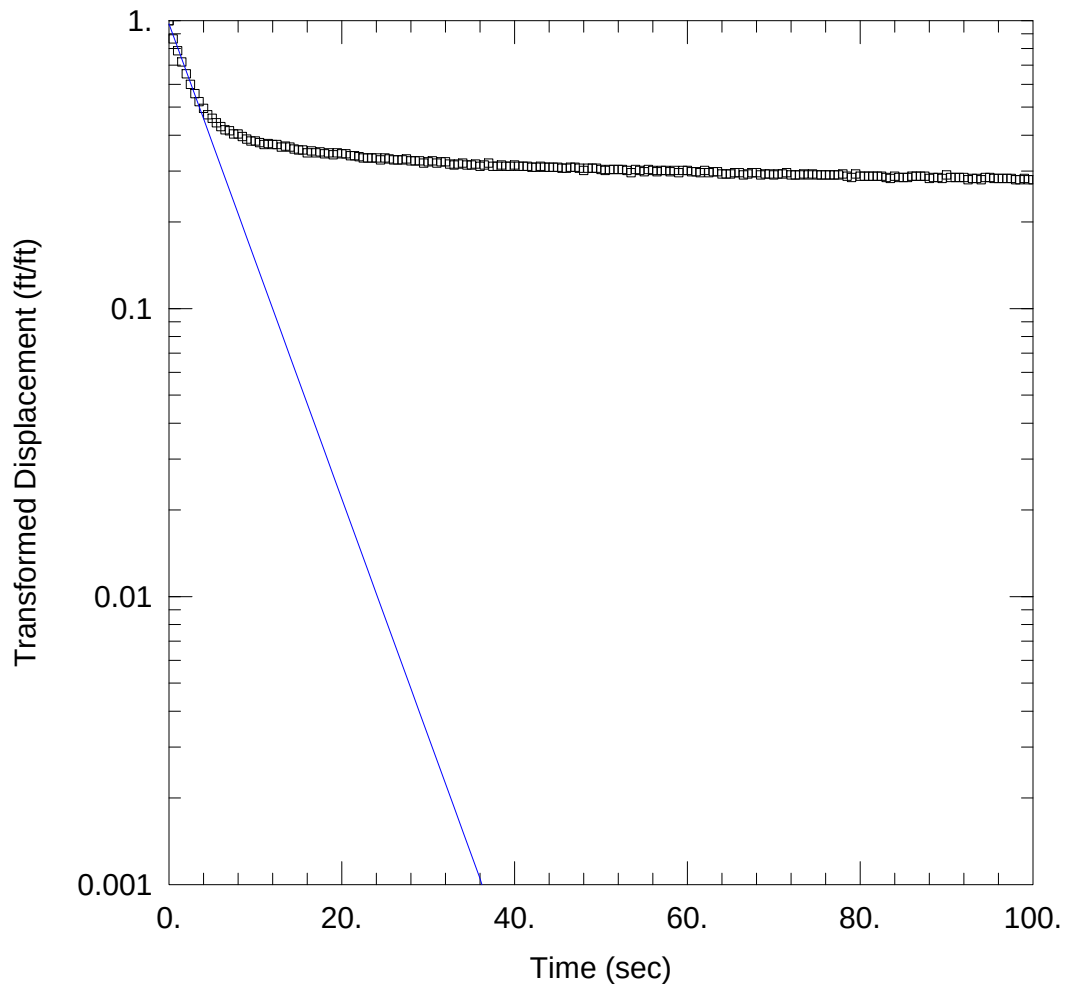
Saturated Thickness: 11.2 ft Anisotropy Ratio (Kz/Kr): 1.

WELL DATA (BH-5 Rising)

Initial Displacement: 0.505 ft Static Water Column Height: 10.03 ft
 Total Well Penetration Depth: 10. ft Screen Length: 10. ft
 Casing Radius: 0.083 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 (K_z/K_r): 1.

WELL DATA (MW-021 Rising)

Initial Displacement: 0.37 ft

Static Water Column Height: 7.73 ft

Total Well Penetration Depth: 10. ft

Screen Length: 10. ft

Casing Radius: 0.083 ft

Well Radius: 0.3125 ft

Gravel Pack Porosity: 0.35

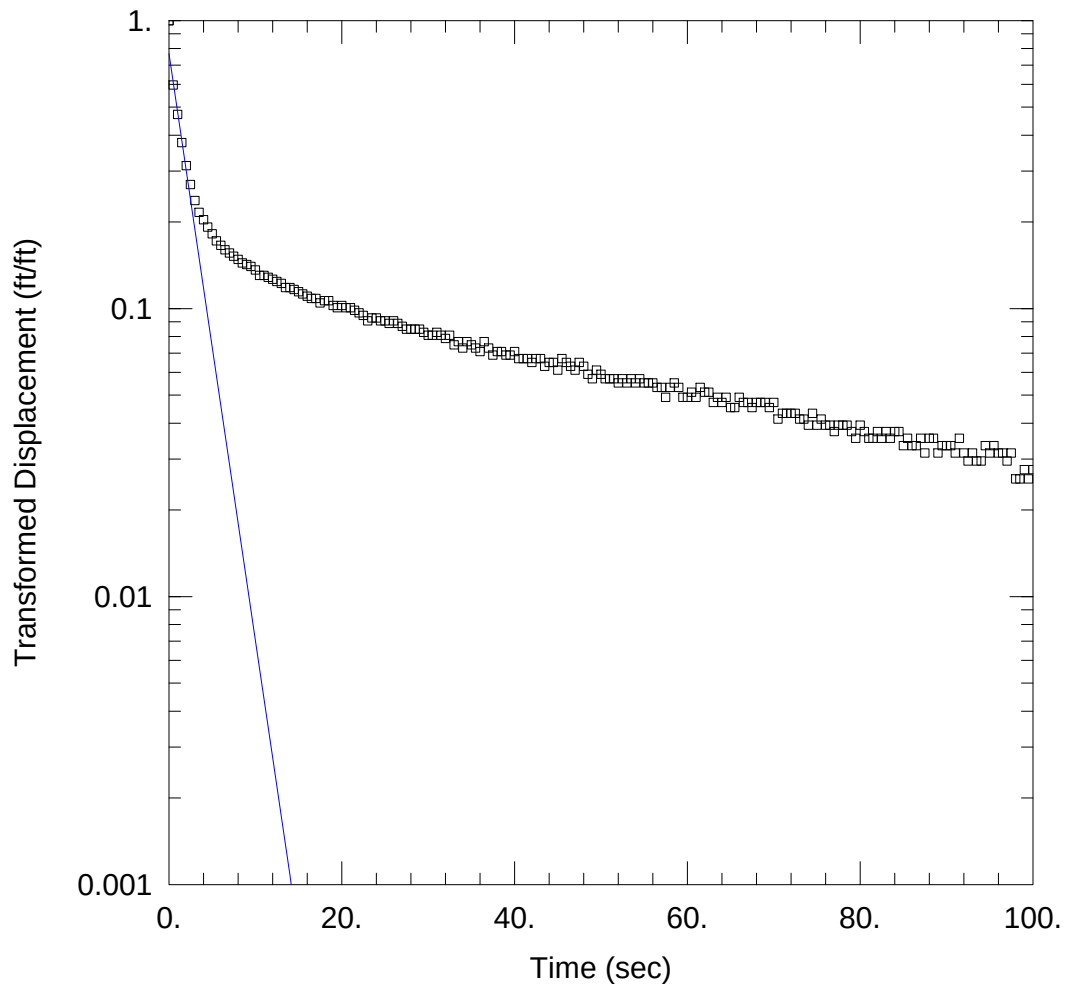
SOLUTION

Aquifer Model: Unconfined

Solution Method: Dagan

$K = 20.9$ ft/day

$y_0 = 0.3607$ 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 (K_z/K_r): 1.

WELL DATA (MW-023 Rising)

Initial Displacement: 0.496 ft

Static Water Column Height: 8.18 ft

Total Well Penetration Depth: 10. ft

Screen Length: 10. ft

Casing Radius: 0.083 ft

Well Radius: 0.3125 ft

Gravel Pack Porosity: 0.35

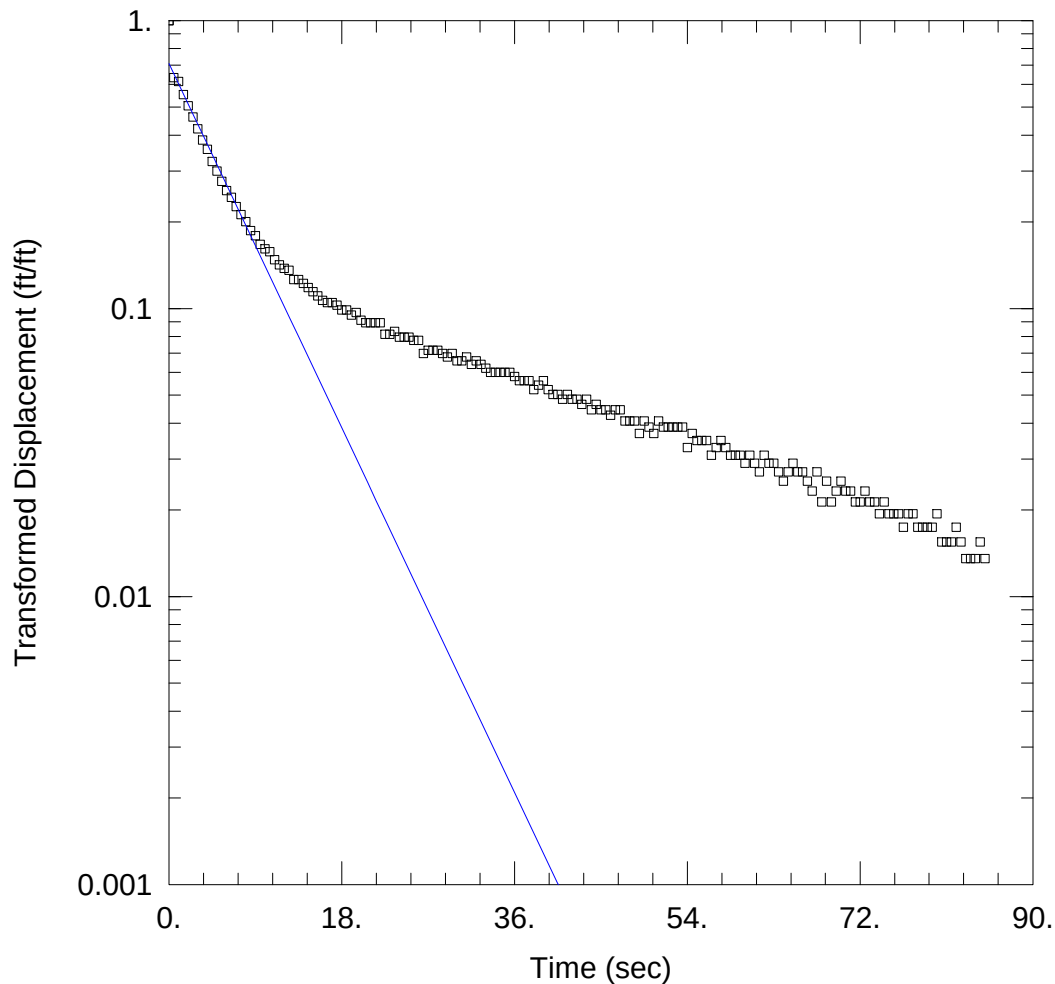
SOLUTION

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 (K_z/K_r): 1.

WELL DATA (MW-029 Rising)

Initial Displacement: 0.504 ft

Static Water Column Height: 6.2 ft

Total Well Penetration Depth: 10. ft

Screen Length: 10. ft

Casing Radius: 0.083 ft

Well Radius: 0.3125 ft

Gravel Pack Porosity: 0.35

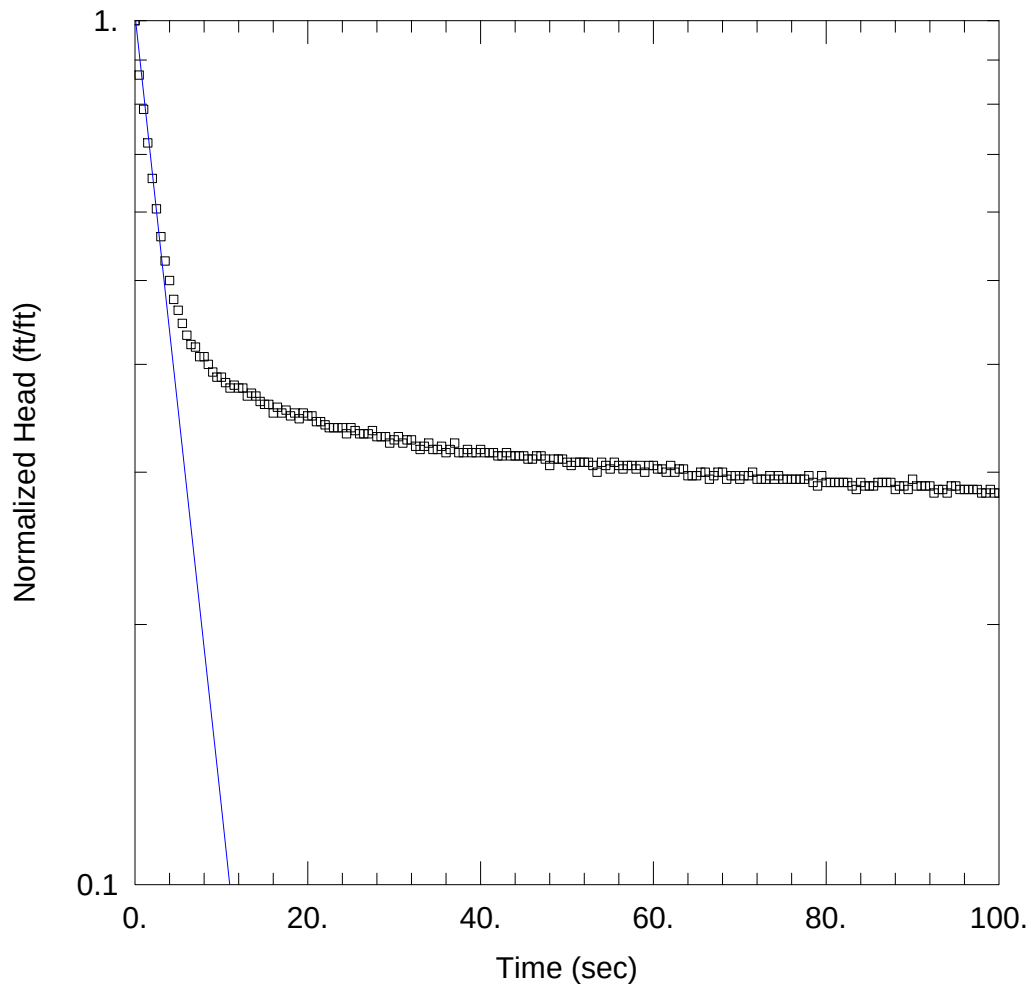
SOLUTION

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 (K_z/K_r): 1.

WELL DATA (Conf_MW-021 Rising)

Initial Displacement: 0.37 ft

Static Water Column Height: 7.73 ft

Total Well Penetration Depth: 10. ft

Screen Length: 10. ft

Casing Radius: 0.083 ft

Well Radius: 0.3125 ft

Gravel Pack Porosity: 0.35

SOLUTION

Aquifer Model: Confined

Solution Method: Bouwer-Rice

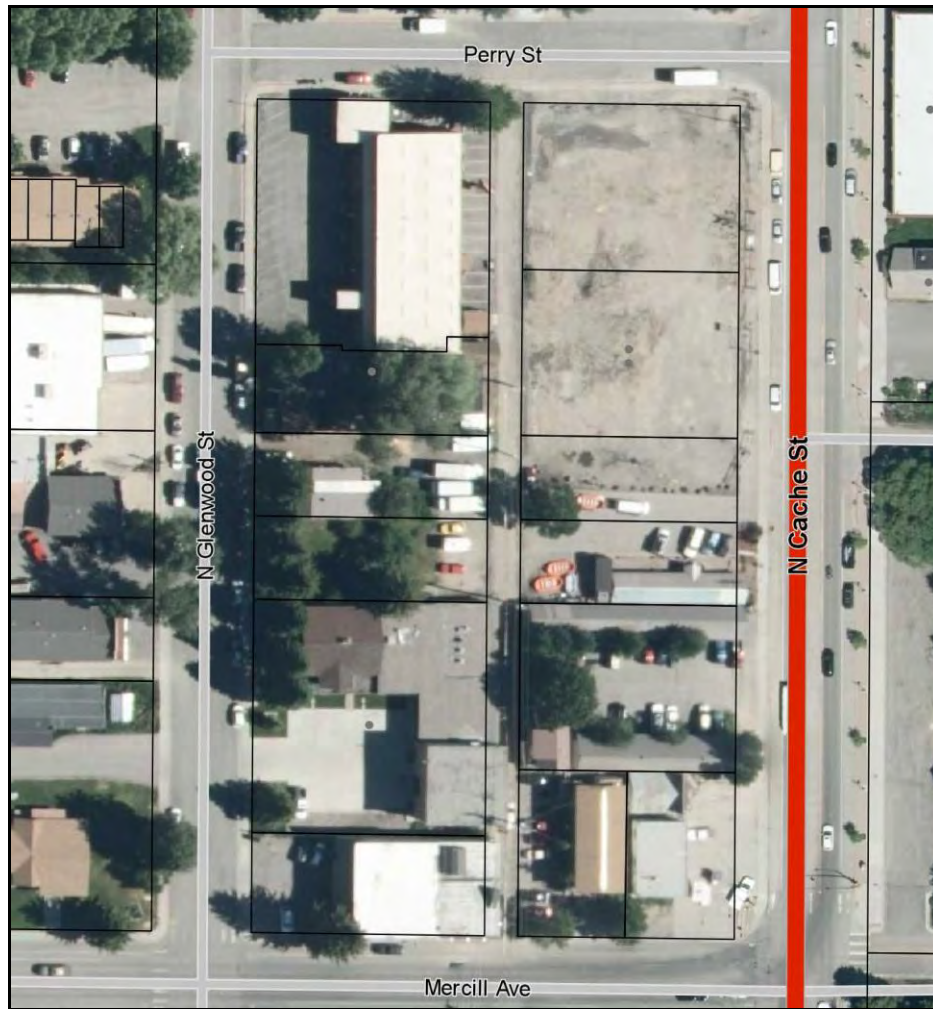
K = 119.5 ft/day

y0 = 0.3764 ft

ATTACHMENT B

Teton Geotechnical Geologic Investigation Report JH Mogul Hotel Jackson, Wyoming

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

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

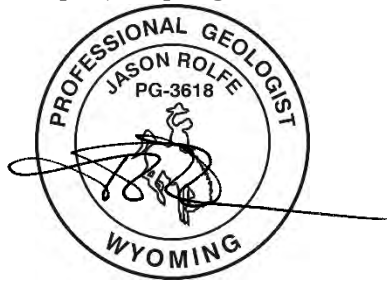


Table of Contents

1	INTRODUCTION	1
1.1	SITE DESCRIPTION	1
1.2	HISTORICAL INFORMATION	1
1.3	PROPOSED DEVELOPMENT	2
1.4	PREVIOUS STUDIES	2
1.5	SCOPE OF INVESTIGATION	2
2	GEOLOGIC INFORMATION	3
2.1	GEOLOGIC SETTING.....	3
2.2	SEISMICITY	4
2.3	SITE SOILS AND GEOLOGIC CHARACTERISTICS	4
2.4	SURFACE WATER AND GROUNDWATER	5
2.5	GEOLOGIC HAZARDS.....	5
2.6	LABORATORY TESTING	5
3	CONCLUSION	6
4	LIMITATIONS	6
5	REFERENCES	7

Figures

Figure 1: Geologic Location Map

Figure 2: Borehole Location Map

Figure 3: USGS Seismic Design

Figure 4: Geologic Cross Sections Along A-A' and B-B'

Figure 5: Geologic Cross Sections Along C-C' and D-D'

Appendices

Appendix A: Borehole Logs

Appendix B: Strata Laboratory Test Results

Appendix C: Corrected N60 Spreadsheet

Appendix D: WDEQ LAUST Project Results

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.

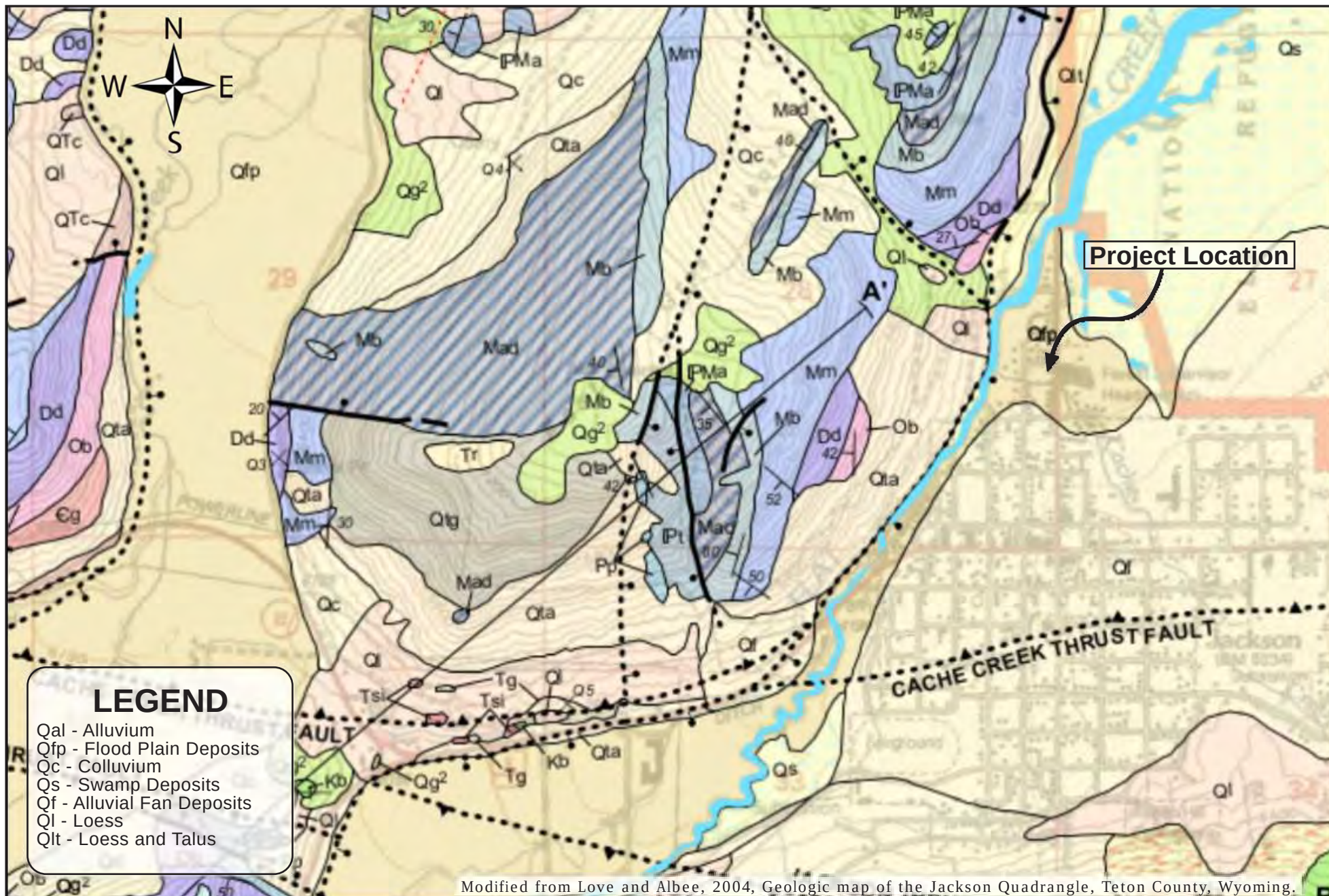
United States Department of Agriculture, Web Soil Survey, Internet site: <http://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>, last accessed on 2/10/2017.

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.



Teton Geotechnical

FIGURES

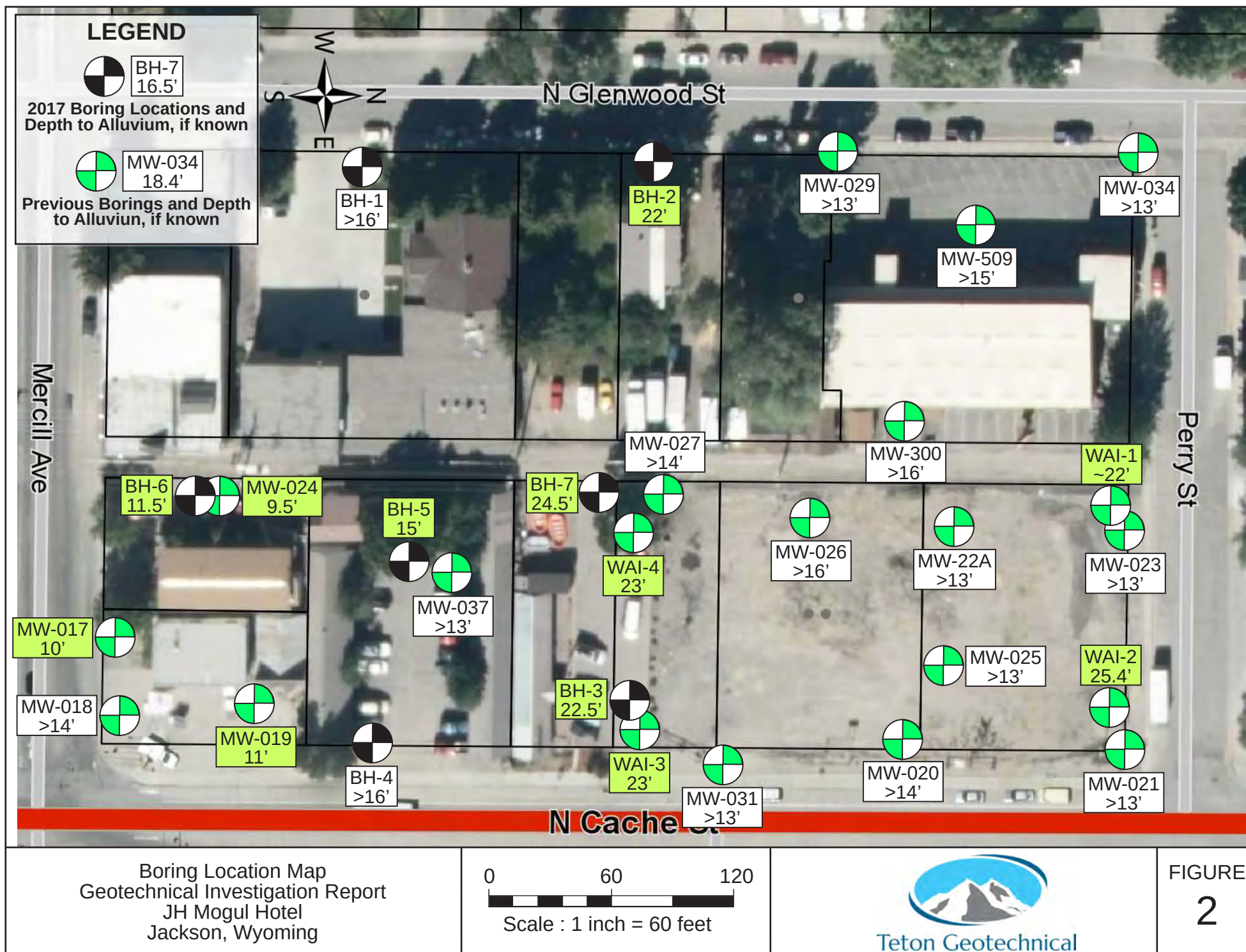


Geologic Location Map
Geologic Investigation Report
JH Mogul Hotel
Jackson, Wyoming

0 1/4 Mile 1/2 Mile
Scale : 1 inch = 1/4 Mile



FIGURE
1



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

$S_S = 1.245 \text{ g}$

$S_{MS} = 1.247 \text{ g}$

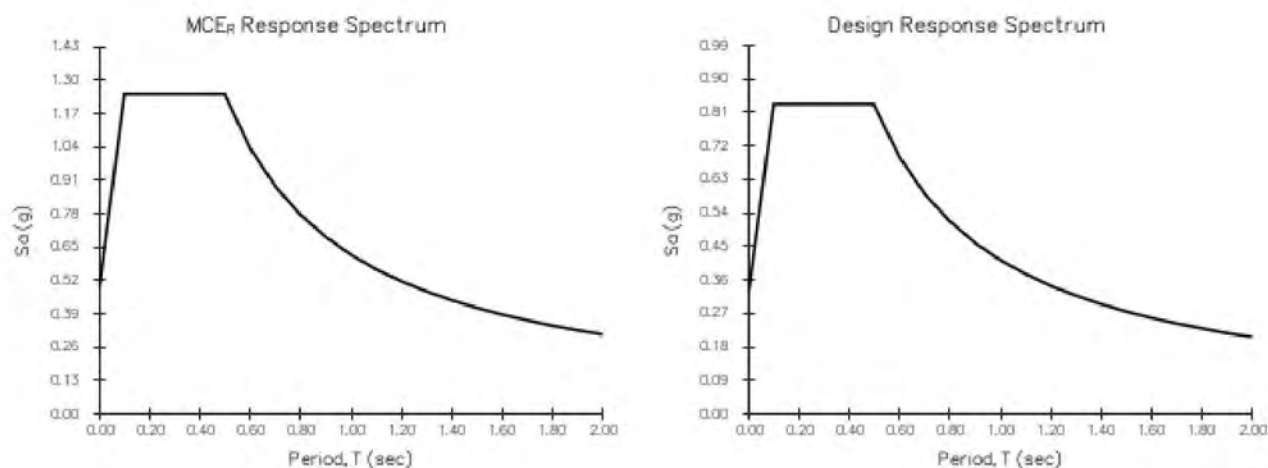
$S_{DS} = 0.832 \text{ g}$

$S_1 = 0.376 \text{ g}$

$S_{M1} = 0.620 \text{ g}$

$S_{D1} = 0.413 \text{ g}$

For information on how the S_S and S_1 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.

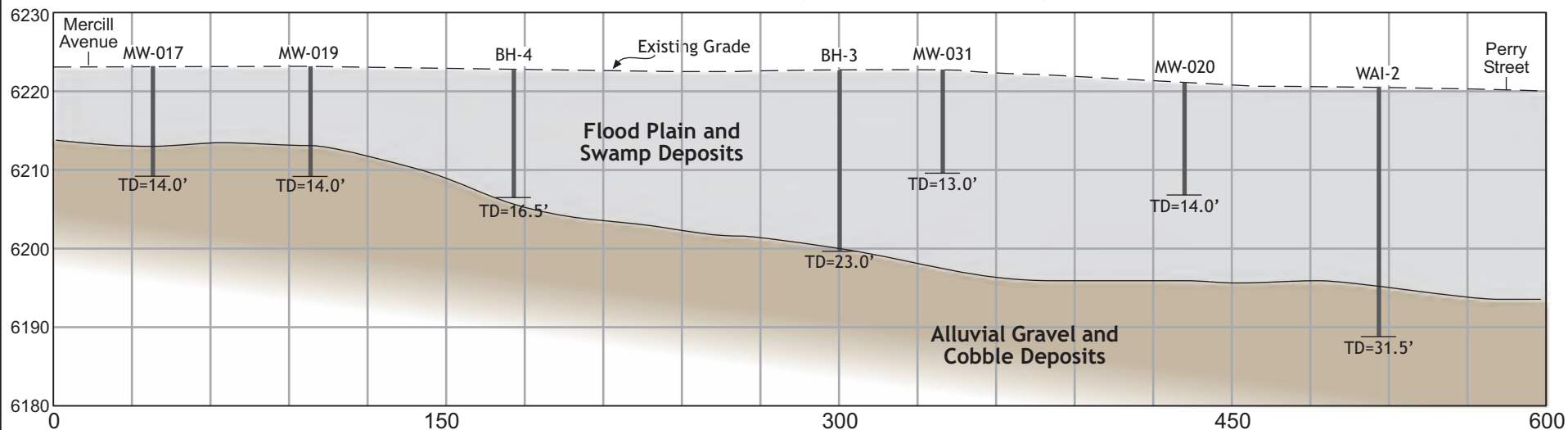


Although this information is a product of the U.S. Geological Survey, we provide no warranty, expressed or implied, as to the accuracy of the data contained therein. This tool is not a substitute for technical subject-matter knowledge.

A

Cross Section Along A-A', Looking West

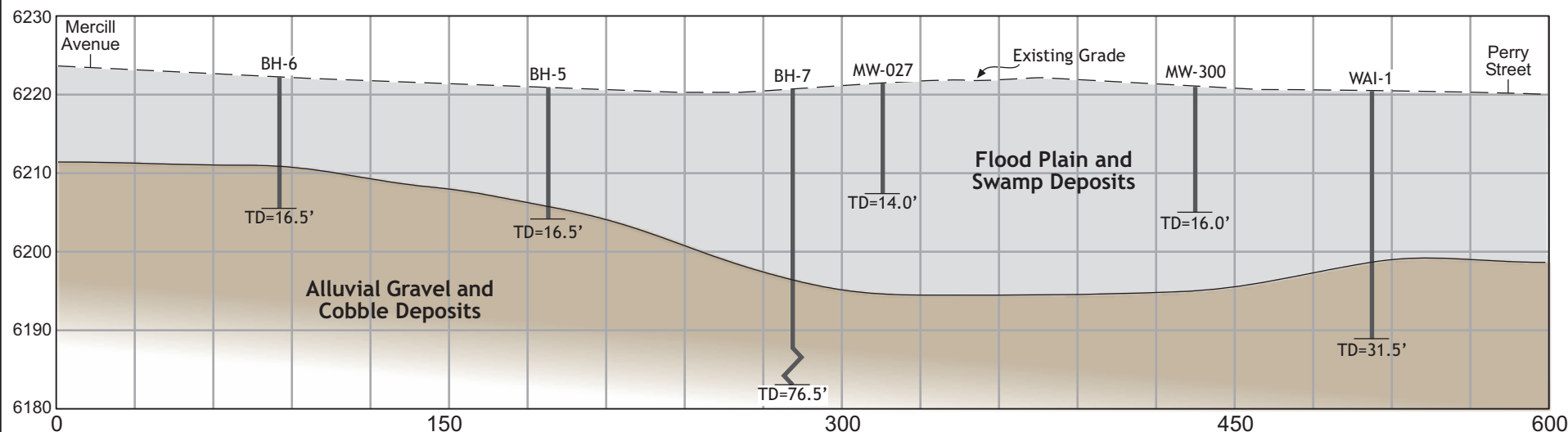
A'



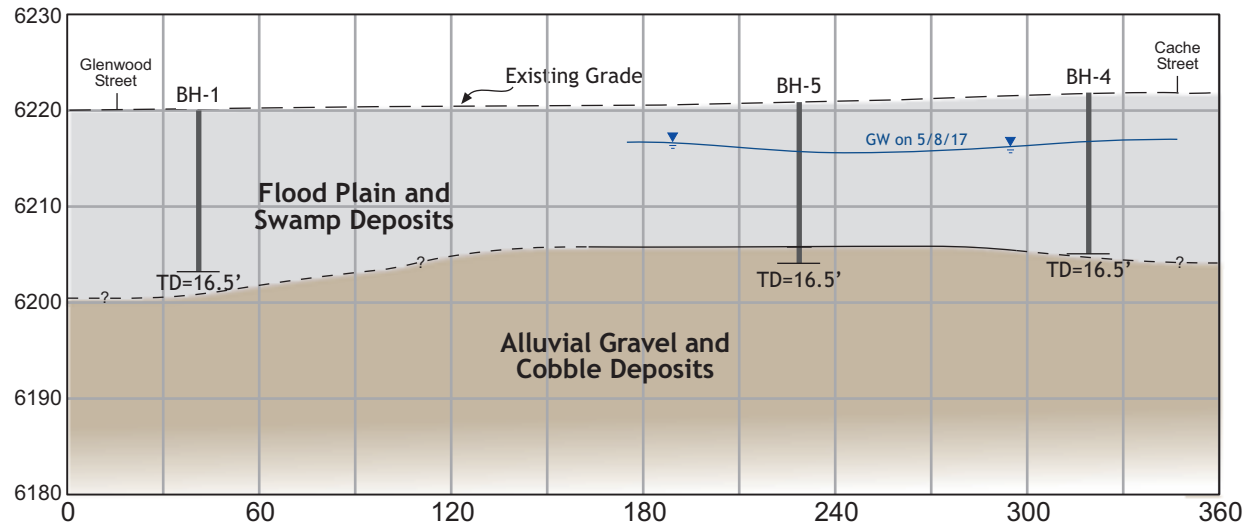
B

Cross Section Along B-B', Looking West

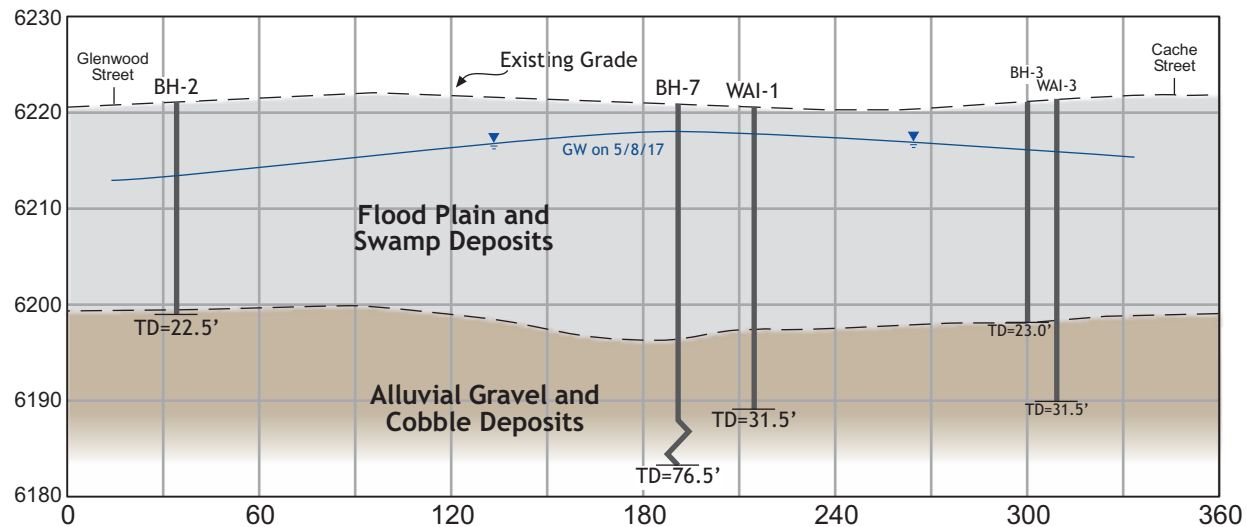
B'



C Cross Section Along C-C', Looking North C'



D Cross Section Along D-D', Looking North D'





Teton Geotechnical

APPENDICES



Teton Geotechnical

APPENDIX A

Borehole Logs

Project: JH Boutique Hotel		Project Number: 1703.1		Client: Mogul Capital		Borehole No. BH-1		
Site Location: W side of 330 N Glenwood, Jackson, WY				Drilling Contractor: LK Drilling		Drill Type: Simco 2800		
Logged By: JR		Date	Started: 4/22/2017		Operator: Steve		Weather: Clear	
Elevation: ~6,220'			Completed: 4/22/2017		Groundwater Depth: 12.5'		Total Depth of Borehole: 16.5'	
Borehole Location: Lawn of the Meridian Group, see Figure 2				Monitoring Well Notes: N/A				
Surface Description: Grassy lawn				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' - 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						
4					- intermittent gravel to 5'.	
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.	

Project: JH Boutique Hotel		Project Number: 1703.1		Client: Mogul Capital		Borehole No. BH-2		
Site Location: W side of 350 N Glenwood, Jackson, WY				Drilling Contractor: LK Drilling		Drill Type: Simco 2800		
Logged By: JR		Date	Started: 4/22/2017		Operator: Steve		Weather: Clear	
Elevation: ~6,220'			Completed: 4/22/2017		Groundwater Depth: 12.0'		Total Depth of Borehole: 22.0'	
Borehole Location: Lawn of the Meridian Group, see Figure 2				Monitoring Well Notes: 2-inch diameter well. Screened from 8.5'-18.5'.				
Surface Description: Grassy lawn				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' - 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					5.0' - 6.5': Silty clay, dark brown, moist, medium stiff, plastic.	
6		SS 2-1	10"/18"	8		
7						
8						
9						
10					10.0' - 11.5': Clay, grey/blue with black flecks, moist, soft, highly plastic, few organics.	
11		SS 2-2	10"/18"	3		
12					- groundwater at 12.0' at time of drilling.	
13						
14						
15					15.0' - 16.5': Clay, light brown, moist to wet, highly plastic, soft, fossiliferous, shells and organics.	
16		SS 2-3	14"/18"	4		
17						

Project: JH Boutique Hotel				Project Number: 1703.1	Client: Mogul Capital	Borehole No. BH-2
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.	
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.	
24					Groundwater observed at approximately 12.0' at time of drilling.	
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						



Page: 2 of 2

Borehole: BH-2

Project: JH Boutique Hotel

Location: W side of 330 N Glenwood, Jackson, WY

Project: JH Boutique Hotel				Project Number: 1703.1	Client: Mogul Capital	Borehole No. BH-3
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.	
18 —					FLOODPLAIN AND SWAMP DEPOSITS, continued from page 1 20.0' - 21.5': Clay, light brown to dark brown, wet, soft, highly plastic, fossiliferous, shells and organics.	
19 —						
20 —		SS				
21 —		3-4	12"/18"	3		
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 —						



Page: 2 of 2
 Borehole: BH-3
 Project: JH Boutique Hotel
 Location: SE side of 345 N Cache, Jackson, WY

Project: JH Boutique Hotel		Project Number: 1703.1		Client: Mogul Capital		Borehole No. BH-4		
Site Location: SE side of 325 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: ~6,224'			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
					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' - 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. 5.0' - 6.5': Silty clay, dark brown, moist, soft, highly plastic. - groundwater at 7.0' at time of drilling. - gravel lenses from 7'-12'. - continued easy drilling. 10.0' - 11.5': Silty, clayey gravel, grey brown, wet, loose. 15.0' - 16.5': Silty clay, dark brown, wet, very soft, highly plastic, gravel in shoe (likely from above). Bottom of borehole at 16.5' below the ground surface. Groundwater observed at approximately 7.0' at time of drilling.	
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						

Project: JH Boutique Hotel		Project Number: 1703.1		Client: Mogul Capital		Borehole No. BH-5		
Site Location: West side of 325 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: ~6,224'			Completed: 4/22/2017		Groundwater Depth: ~15.0'		Total Depth of Borehole: 16.5'	
Borehole Location: West side of Pioneer Motel courtyard, see Figure 2				Monitoring Well Notes: 2-inch diameter well. Screened from 5.0'-15.0'.				
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' - 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. - dark brown, moist cuttings, easy drilling. 5.0' - 6.5': Silty clay, dark brown, moist, soft, highly plastic. - groundwater at 15.0' at time of drilling. - gravel lenses from 7'-12'. - continued easy drilling. 10.0' - 11.5': Silty clay, grey brown, moist, very soft, highly plastic, organics. - easy, quiet drilling.	
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17					Bottom of borehole at 16.5' below the ground surface. Groundwater observed at approximately 15.0' at time of drilling.	

Project: JH Boutique Hotel		Project Number: 1703.1		Client: Mogul Capital		Borehole No. 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	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		SS			5.0' - 6.5': Silty clay, dark brown, wet, very soft, highly plastic.	
6		6-1	12"/18"	2		
7						
8					- continued easy drilling.	
9						
10		SS			10.0' - 11.5': Silty clay, dark brown, wet, stiff, highly plastic, gravel in shoe.	
11		6-2	10"/18"	11		
12					11.5' - BOH: ALLUVIUM - Sandy gravel and cobbles, medium brown, wet, medium dense.	
13					- grinding from 11.5' to 15.0'	
14						
15		SS			15.0' - 16.5': Sandy gravel and cobbles, medium brown, medium dense, wet.	
16		6-3	4"/18"	22		
17					Bottom of borehole at 16.5' below the ground surface. Groundwater observed at approximately 4.0' at time of drilling.	

Project: JH Boutique Hotel		Project Number: 1703.1		Client: Mogul Capital		Borehole No. 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
					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' - 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. 5.0' - 6.5': Silty clay, dark brown, moist, soft, highly plastic, some organics. - groundwater observed at ~5.5' at time of drilling. 10.0' - 11.5': Sandy clayey gravel, medium brown, wet, medium dense. 15.0' - 16.5': Silty clay, grey brown, moist, very soft, highly plastic, fossiliferous.	
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						

Project: JH Boutique Hotel					Project Number: 1703.1		Client: Mogul Capital		Borehole No. BH-7	
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.					
18					FLOOD PLAIN AND SWAMP DEPOSITS, continued from Page 1					
19										
20										
21										
22										
23					24.5' - BOH: ALLUVIUM - Sandy gravel and cobbles.					
24										
25										
26										
27										
28										
29										
30										
31										
32										
33										
34										
35										
36										
37										
38										
39										
					20.0' - 21.5': Silty clay, light brown/yellow tan, moist, very soft, plastic, fossiliferous.					
					25.0' - 26.5': Sandy cobbles and gravel, dense, wet, fragments in shoe indicate larger clasts than the sampler diameter, moderately difficult drilling.					
					30.0' - 31.5': Sandy cobbles and gravel, dense, wet, fragments in shoe indicate larger clasts than the sampler diameter, moderately difficult drilling.					
					- heavy grinding. - heaving sands.					
					35.0' - 36.5': Silty sandy gravel and cobbles, medium brown, wet/saturated, dense.					

Project: JH Boutique Hotel				Project Number: 1703.1	Client: Mogul Capital	Borehole No. BH-7
Depth (feet)	SPT Interval	Sample Type and Number	Sample Retrieval	Corrected SPT Values (N60)	Lithology	Plasticity Index
					<u>Soil Group Name:</u> modifier, color, moisture, density/consistency, grain size, other descriptors. <u>Rock Description:</u> modifier, color, hardness/degree of concentration, bedding and joint characteristics, solutions, void conditions, other descriptors.	
40					ALLUVIUM, continued from Page 2	
41						
42						
43						
44						
45		SS			45.0' - 46.5': Sandy cobbles and gravel, dense, wet, fragments in shoe indicate larger clasts than the sampler diameter.	
46		9"/18"	50			
47						
48						
49						
50						
51						
52						
53						
54						
55		SS			55.0' - 56.5': Sandy cobbles and gravel, dense, wet, fragments in shoe indicate larger clasts than the sampler diameter.	
56		10"/18"	50			
57						
58						
59						
60						
61						
					Page: 3 of 4 Borehole: BH-7 Project: JH Boutique Hotel Location: W side of 330 N Glenwood, Jackson, WY	

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
					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.		
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.		
78					Groundwater observed at approximately 5.5' at time of drilling.		
79							
80							
81							
82							
83							
					Page: 4 of 4 Borehole: BH-7 Project: JH Boutique Hotel Location: W side of 330 N Glenwood, Jackson, WY		



Teton Geotechnical

APPENDIX B

Strata Laboratory Test Results



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			Fines Class
			LL	PL	PI	
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:



Teton Geotechnical

APPENDIX C

Corrected N60 Spreadsheet

Jackson Boutique Hotel
Blow Count Data



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 Efficiency (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).



Teton Geotechnical

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 than 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.

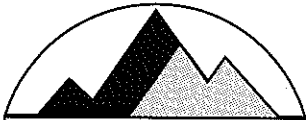
Activity	Cost Per Activity (\$1000)	Number of Units	ORC Injection (\$1000)
Direct Costs	\$93	1	\$93
Indirect Capital Costs	\$25	1	\$25
O&M Costs (Annual)	\$49	2	\$98
Decommissioning and Closeout Costs	\$21	1	\$21
Salvage Value	\$0	0	\$0
Project Life (years)	2		
Total Project Cost (year 2000 dollars)			\$237



Teton Geotechnical

APPENDIX E

WAI Project Report



WOMACK & ASSOCIATES, INC.

P.O. Box 12650 • Jackson, WY 83002 • Office (307) 733-7209

Fax (307) 733-8005 • Cell (307) 690-4033

• 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:

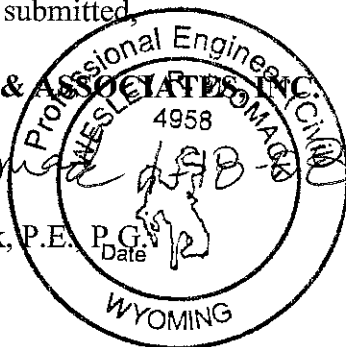
We are pleased to present this report on our geotechnical site investigation for the proposed development of the Heider property at the intersection of Perry Street and North Cache Street. Three copies are enclosed. The report describes site conditions and presents conclusions and recommendations regarding 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.



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

TABLE OF CONTENTS

1.0	INTRODUCTION.....	1
2.0	PROPOSED CONSTRUCTION.....	1
3.0	INVESTIGATION PROCEDURES.....	1
3.1	FIELD INVESTIGATION	1
3.2	LABORATORY ANALYSIS	1
3.2.1	<i>Fine-grained soils.....</i>	<i>1</i>
3.2.2	<i>Coarse-grained soils.....</i>	<i>3</i>
3.3	REPORT PREPARATION	3
4.0	SITE CONDITIONS.....	3
4.1	DESCRIPTION.....	3
4.2	GEOLOGY	3
4.3	SOILS.....	3
4.4	GROUNDWATER	6
4.5	EARTHQUAKES AND GROUND SHAKING	6
4.6	LIQUEFACTION POTENTIAL	8
5.0	ENGINEERING ANALYSIS AND RECOMMENDATIONS.....	8
5.1	SETTLEMENT	8
5.2	LATERAL PRESSURES	9
5.2.1	<i>Active Pressures</i>	<i>9</i>
5.2.2	<i>Passive Pressures</i>	<i>10</i>
5.2.3	<i>At-Rest Pressures.....</i>	<i>10</i>
5.3	FOUNDATIONS	10
5.3.1	<i>Helical Piers.....</i>	<i>10</i>
5.3.2	<i>Micropiles.....</i>	<i>10</i>
5.4	EXTERIOR SLABS-ON-GRADE	11
5.5	FINAL GRADING	11
5.6	VENTILATION AND RADON	11
5.7	REINFORCING, CONCRETE CONSIDERATIONS, AND UTILITIES TESTING	11
5.8	OBSERVATION DURING CONSTRUCTION.....	12
6.0	LIMITATIONS.....	12
7.0	REFERENCES.....	12

LIST OF FIGURES

Figure 1 - Site Location and Geology Map.....	1
Figure 2 - Borehole Location Map.....	3
Figure 3 - DEQ Monitoring Well Location Map	5
Figure 4 - Seismic Response Spectrum.....	7

LIST OF TABLES

Table 5-1: Lateral Earth Pressure Parameters	9
--	---

LIST OF APPENDICES

Appendix A – Borehole Logs
Appendix B – Borehole Data Summary
Appendix C – Laboratory Testing Data
Appendix D – ACI Concrete Publications

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.

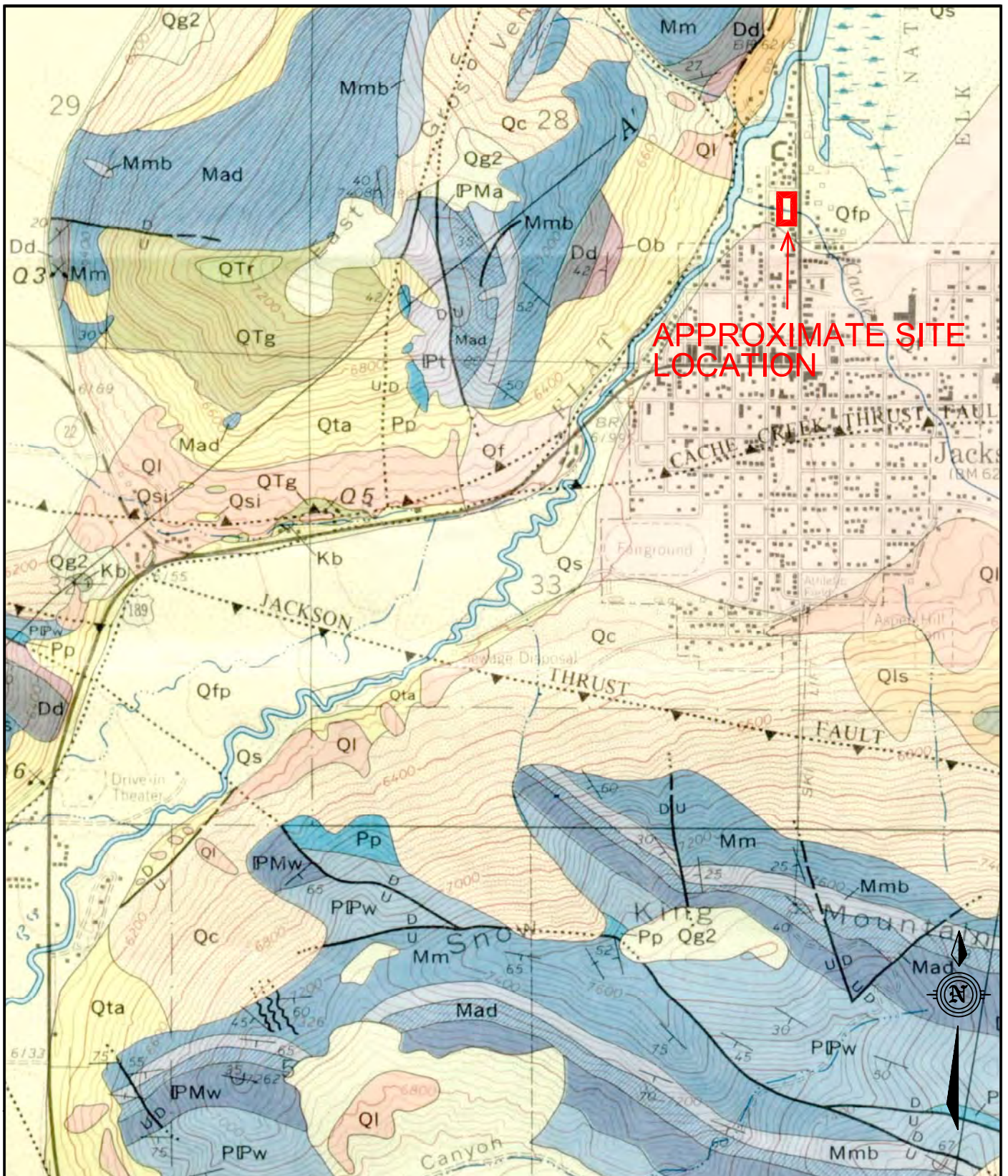
Soil types, thickness, and consistencies were observed and documented by an engineering geologist. Note that site conditions may be variable and actual soil conditions may differ from those represented in the borehole logs.

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:

Qal - Alluvium

Qfp - Flood Plain Deposits

Qta - Talus

Ql - Loess

Qg2 - Glacial Deposits

Qtc - Conglomerate

SCALE: 1" = 1500'

Qc - Colluvium

Qs - Swamp Deposits

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

UPDATE TIME:

\\jh \08012000;c\Jorgensen\NorthCache\GeolMap.dwg



WOMACK & ASSOCIATES, INC.

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

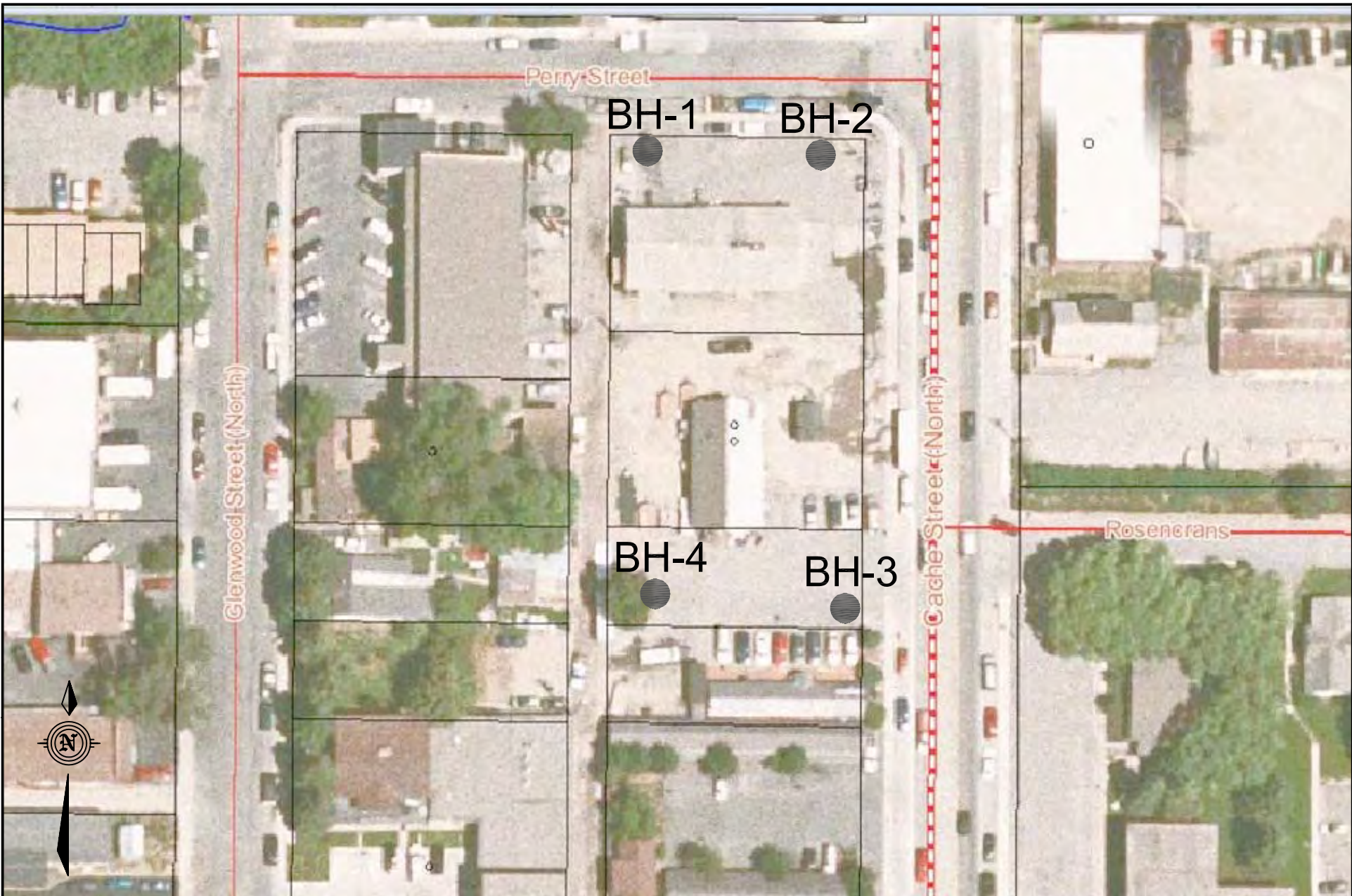
Figure 1 shows the generalized geology for the Jackson area (Love, et al, 1972). Most of the north end of the town of Jackson, including the project site, is mapped as Quaternary flood plain deposits (Qfp) consisting of gravel, sand, silt, and clay and swamp deposits (Qs). The organic soils that occur 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.



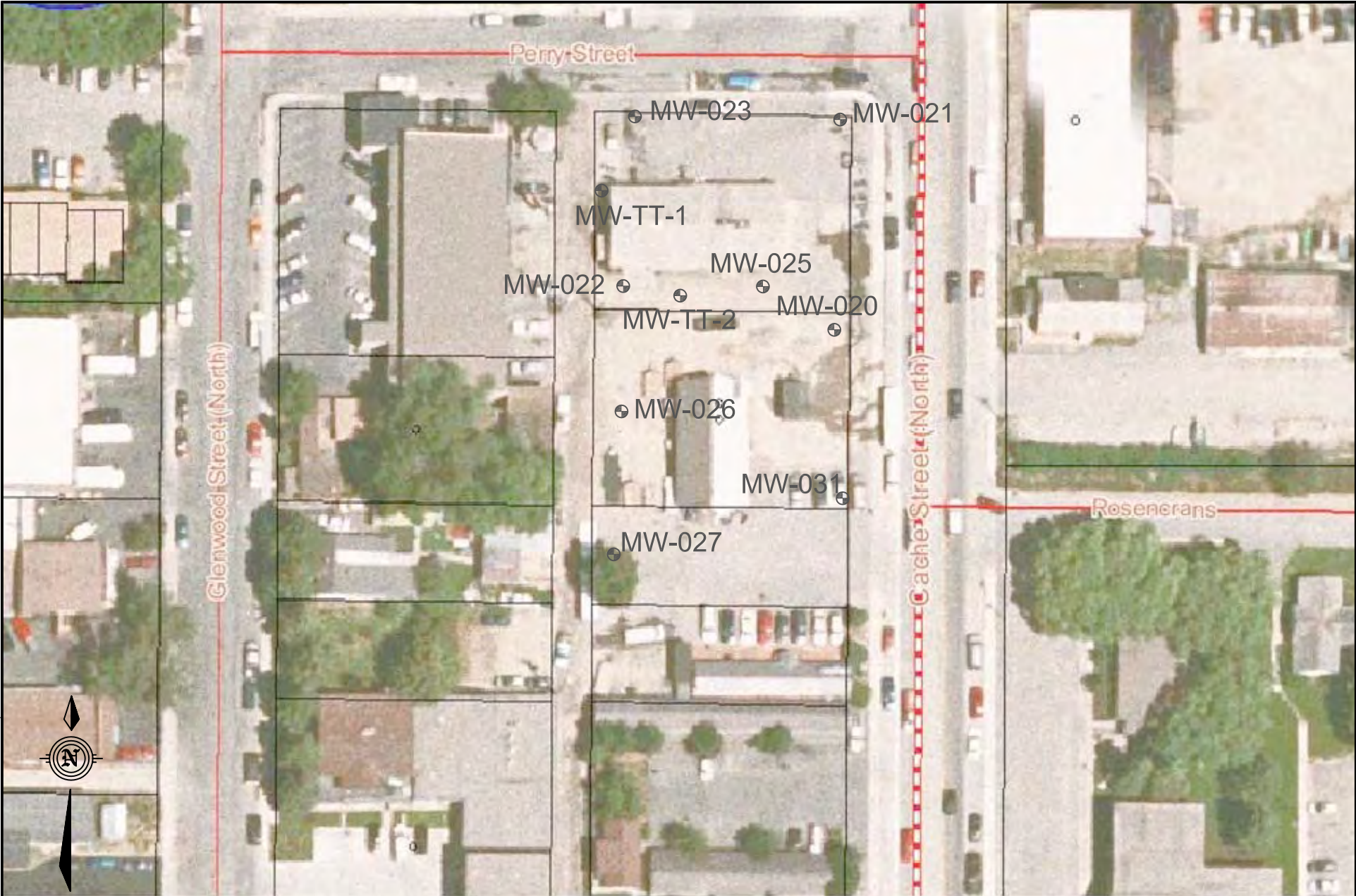
Scale: 1" = 70'

Geotechnical Investigation Report
Jorgensen – Heider Property
Jackson, Wyoming

Borehole Location Map

FIGURE

2



Scale: 1" = 70'
* DEQ Monitoring well locations estimated

Geotechnical Investigation Report
Jorgensen – Heider Property
Jackson, Wyoming

Wyoming DEQ LAUST
Monitoring Well Locations

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.

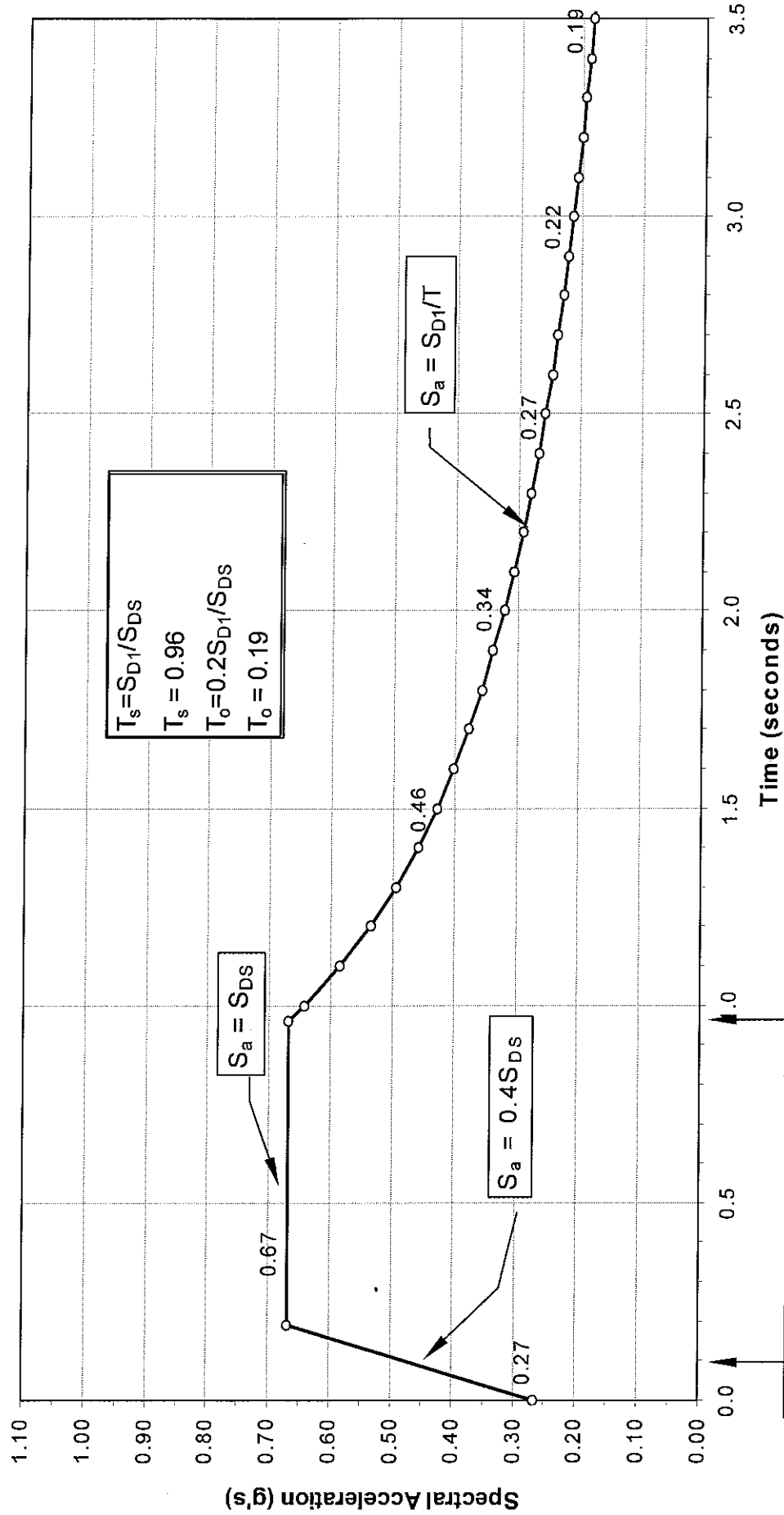
4.5 Earthquakes and Ground Shaking

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.

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 within 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	$K_o = 0.53$	58 pcf
	$K_a = 0.36$	40 pcf
	$K_p = 2.77$	305 pcf
Earthquake Conditions		
Level Backfill	$K_{ae} = 0.43$	47 pcf
	$K_{pe} = 2.58$	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 by 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.

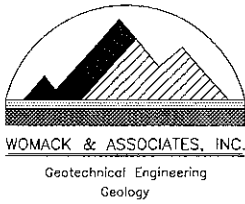
Suprenant, B.A., and W.R. Malisch, 1999, Don't Use Loose Sand under Concrete Slabs: Concrete Construction, Publication Number C99C0223.

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



P.O. Box 12650
 Jackson, WY 83002
 Telephone: (307) 733-7209
 Fax: (307) 733-8005

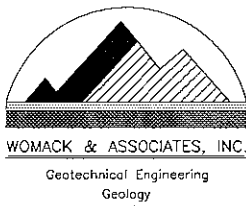
TEST HOLE LOG

PAGE 1 OF 1

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	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1													
2													
3													
4													
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	
7													
8													
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]					
12													
13													
14													
15													
16		3	0,0,2	3	97			15.0-16.5ft CLAY/silty CLAY: Moist, gray brown, very soft, massive [ALLUVIUM]					
17													
18													
19													
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	
22													
23													
24													
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]					
27													
28													
29													
30													
31		6	5,8,23	38	89			30.0-30.5ft Clean medium SAND					
32								30.5-30.8ft Sandy GRAVEL					
33								30.8-31.1ft Clayey SAND					
34								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



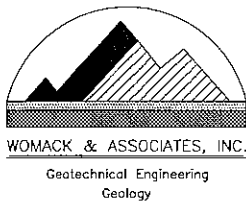
P.O. Box 12650
 Jackson, WY 83002
 Telephone: (307) 733-7209
 Fax: (307) 733-8005

TEST HOLE LOG

PAGE 1 OF 1

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	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1													
2													
3													
4													
5													
6		1	1,2,3	8	72			5.0-6.5ft CLAY: Moist, gray, massive, very soft, highly plastic [ALLUVIUM]					
7													
8													
9													
10		2	0,0,2	3				10.0-11.5ft No recovery					
11													
12													
13													
14													
15		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	
16													
17													
18													
19													
20		4	0,2,4	9	100			20.0-21.5ft ORGANIC SILT: Moist, tan brown, soft, massive [LAKEBEDS/ALLUVIUM]					
21													
22													
23													
24													
25		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]					
26													
27													
28													
29													
30		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]					
31													
32													
33													
34													

TEST_HOLE_LOG2 REVISED NORTH CACHE GPJ WOMACK.GDT 1/17/08



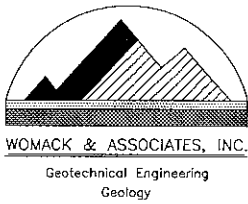
P.O. Box 12650
 Jackson, WY 83002
 Telephone: (307) 733-7209
 Fax: (307) 733-8005

TEST HOLE LOG

PAGE 1 OF 1

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.)	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
1													
2													
3													
4													
5													
6		1	1,2,3	8	61			5.0-6.5ft CLAY: Moist, brown, massive, soft, gravelly upper 7" [ALLUVIUM]					
7													
8													
9													
10													
11		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	
12													
13													
14													
15													
16		3	0,0,0	0	100			15.0-16.5ft Silty CLAY: Wet, gray brown, massive, very soft, with shell fragments [LAKEBEDS]					
17													
18													
19													
20													
21		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]					
22													
23													
24													
25													
26		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]					
27													
28													
29													
30													
31		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]					
32													
33													
34													

TEST_HOLE_LOG2 REVISED NORTH CACHE.GPJ WOMACK.GDT 1/17/08



P.O. Box 12650
 Jackson, WY 83002
 Telephone: (307) 733-7209
 Fax: (307) 733-8005

TEST HOLE LOG

PAGE 1 OF 1

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.	(N)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1													
2													
3													
4													
5													
6		1	0,0,0	0	78			5.0-6.5ft CLAY: Moist, brown, massive, very soft, organic rich [ALLUVIUM]					
7													
8													
9													
10													
11		U1					CL	10.0-11.5ft			30.2	11.7	
12													
13													
14													
15													
16		2	0,2,4	10	100			15.0-16.5ft Silty CLAY: Wet, dark brown, massive, very soft, with organic matter [ALLUVIUM]					
17													
18													
19													
20													
21		U2						20.0-21.5ft Wet					
22													
23													
24													
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					
27													
28													
29													
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]					
32													
33													
34													

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 first 6"	INT 2 second 6"	INT 3 last 6"	N ¹ bpf	RS ²	ER	AV WT (pcf)	AV DEP (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	SiClay	5
	15 16.5	0	0	2	2	1.2	1.20	110	16	5	0.53	1.37	1.0	0.85	Clay/Si Clay	3
	20 21.5	0	0	2	2	1.2	1.20	110	21	5	0.65	1.24	1.0	0.85	SiClay	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	SiClay	0
	20 21.5	0	3	6	9	1.2	1.20	110	21	5	0.65	1.24	1.0	0.85	SiClay	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	SiClay	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	ClSaGr	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
DEPTH 10.0-11.5'
SAMPLE NO. U1
SOIL DESCR. #112017
LOCATION N. Cache

DATE SAMPLED
DATE TESTED 01-11-08 QRS

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

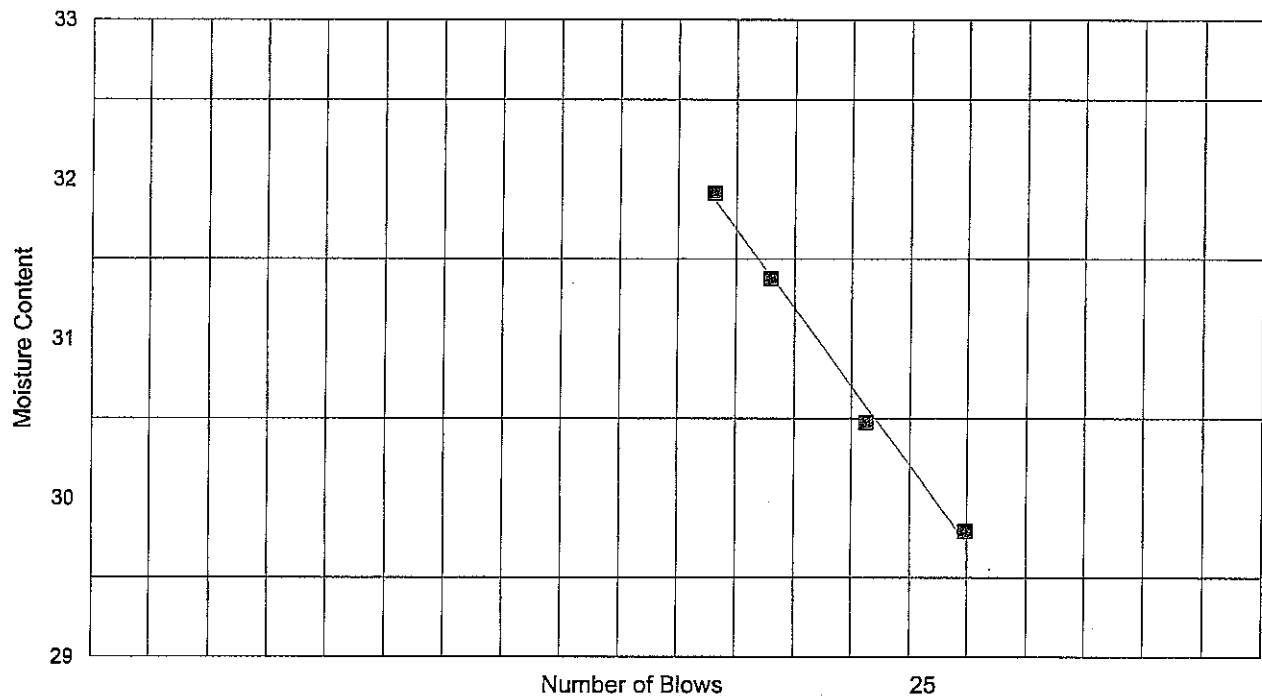
Data entry by: 128
Checked by: 128
FileName:

SR Date: 01/14/2008
Date: 1/15/08
WOG0BH4

ADVANCED TERRA TESTING, INC.

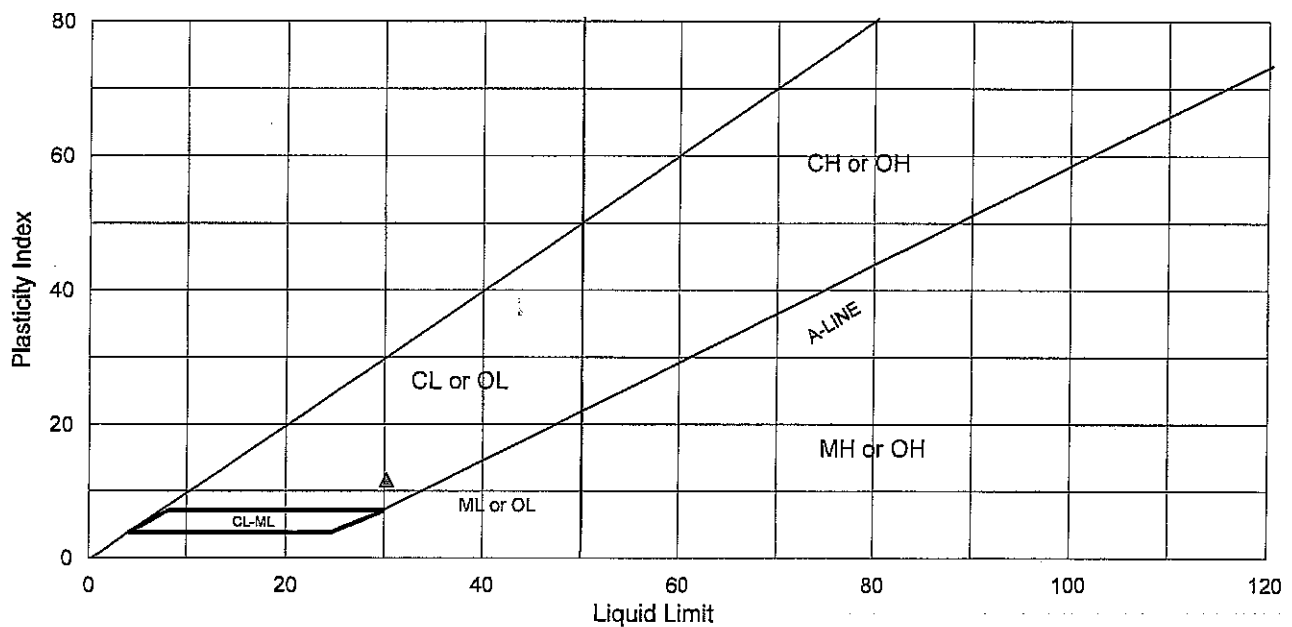
Atterberg Limits, Flow Curve

BH4, 10.0-11.5', U1



PLASTICITY CHART

BH4, 10.0-11.5', U1



▲ 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

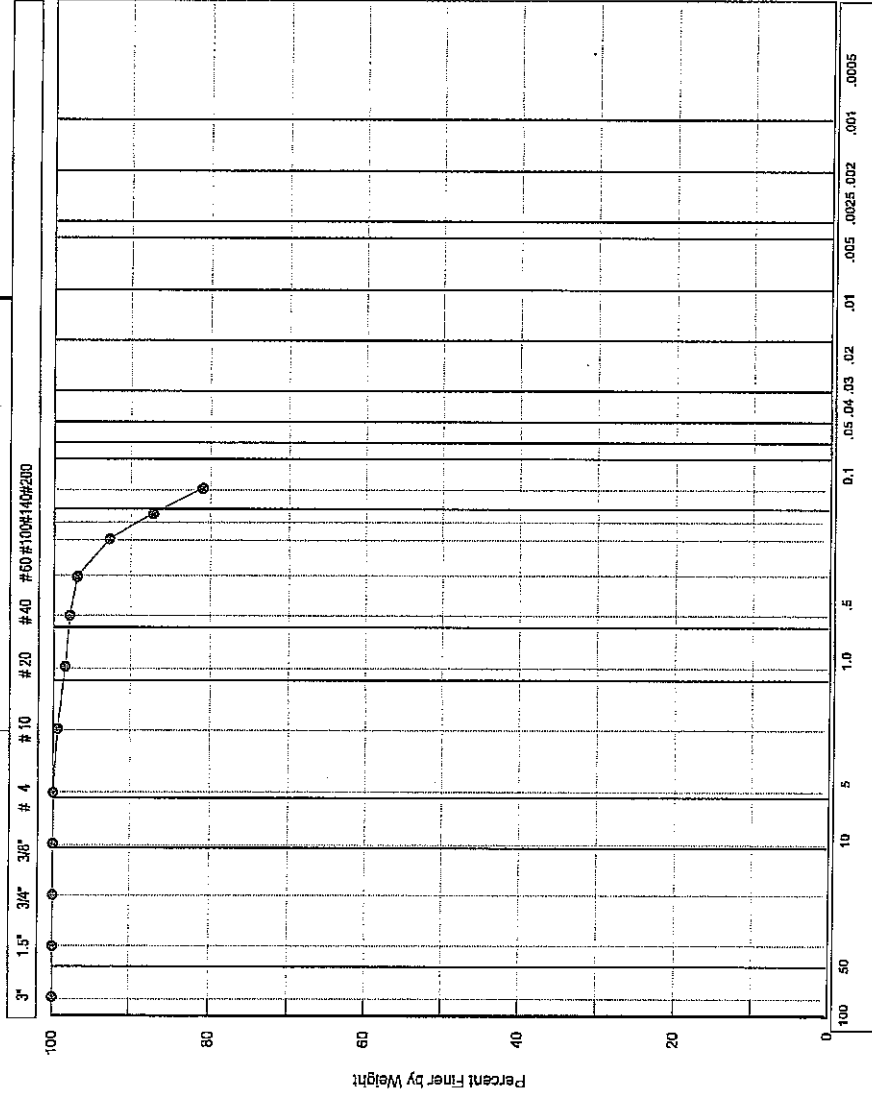
Sieve Number (Size)	Pan Weight (g)	Indiv. Wt. + Pan (g)	Indiv. Wt. Retain.	Cum. Wt. Retain.	Cum. % Retain.	% Finer By Wt.
3"	0.00	0.00	0.00	0.00	0.0	100.0
1 1/2"	0.00	0.00	0.00	0.00	0.0	100.0
3/4"	0.00	0.00	0.00	0.00	0.0	100.0
3/8"	0.00	0.00	0.00	0.00	0.0	100.0
#4	0.00	0.00	0.00	0.00	0.0	100.0
#10	2.37	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: VR SR
Data checked by: VR
FileName: WOMUBH4

Date: 01/15/2008
Date: 1/15/08

ADVANCED TERRA TESTING, INC.

US Standard Sieve Size



CONSOLIDATION TEST
ASTM D-2435

CLIENT Womack & Associates

JOB NO. 2292-16

BORING NO. BH-4
DEPTH 10.0-11.5'
SAMPLE NO. U1
SOIL DESCR. #1112017
LOCATION N. Cache
SAMPLE DIA.(in) 2.410

SAMPLED
TEST STARTED 01-08-08 DPM
TEST FINISHED 01-15-08 DPM
CELL NUMBER ATT-08
INITIAL HT.(in) 1.000

MOISTURE/DENSITY DATA	BEFORE TEST	AFTER TEST	LOAD (PSF)	CONSOL. (IN.)
Wt. Soil & Ring(s) (g)	195.5	189.0	100	0.0000
Wt. Ring(s) (g)	45.3	45.3	100	0.0112
Wt. Soil (g)	150.2	143.8	200	0.0124
Wet Density PCF	125.5	130.4	400	0.0163
			800	0.0280
Wt. Wet Soil & Pan (g)	153.5	147.1	1600	0.0379
Wt. Dry Soil & Pan (g)	123.2	123.2	1600	0.0371
Wt. Lost Moisture (g)	30.3	23.9	3200	0.0456
Wt. of Pan Only (g)	3.3	3.3	6400	0.0606
Wt. of Dry Soil (g)	119.9	119.9	12800	0.0781
Moisture Content %	25.3	19.9	25600	0.0997
Dry Density PCF	100.1	108.7	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
Data checked by: PPM
FileName: WOC0H4U1

Date: 01/17/2008
Date: 1/18/08

ADVANCED TERRA TESTING, INC.

CLIENT Womack & Associates

JOB NO. 2292-16

BORING NO. BH-4
 DEPTH 10.0-11.5'
 SAMPLE NO. U1
 SOIL DESCR. #1112017
 LOCATION N. Cache

SAMPLED
 TEST STARTED 01-08-08 DPM
 TEST FINISHED 01-15-08 DPM
 CELL NUMBER ATT-08

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

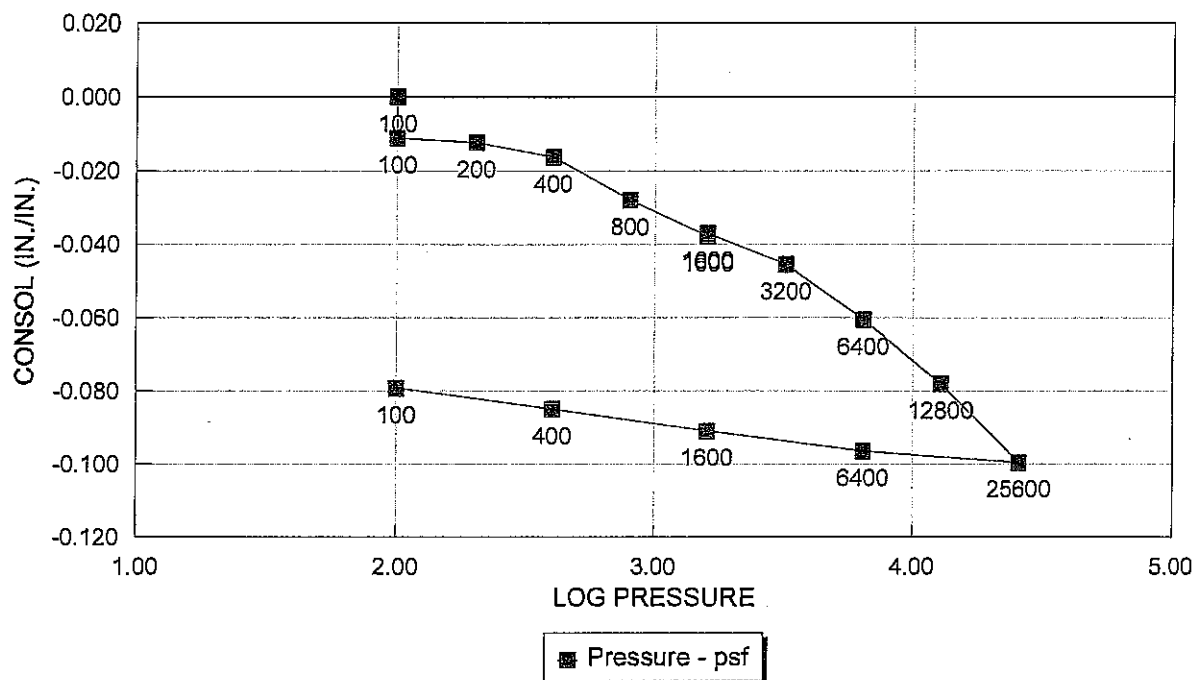
Data entry by: SR
 Data checked by: DEP
 FileName: WOC0H4U1

Date: 01/17/2008
 Date: 1/18/07

ADVANCED TERRA TESTING, INC.

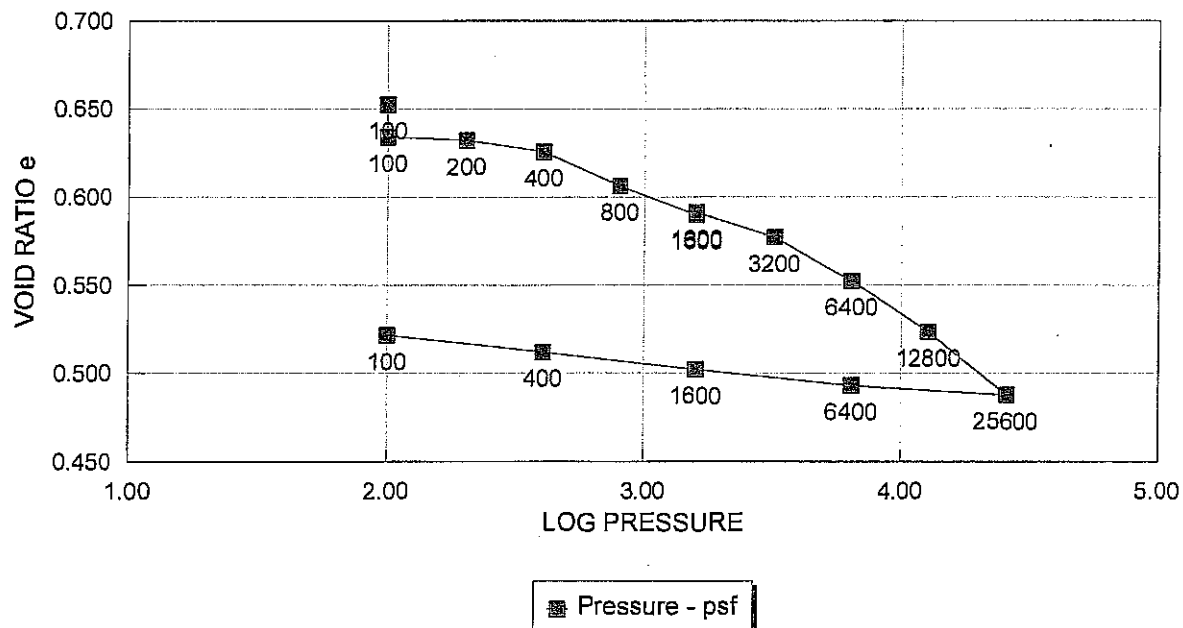
CONSOLIDATION TEST DATA

BH-4,U1,10.0-11.5'



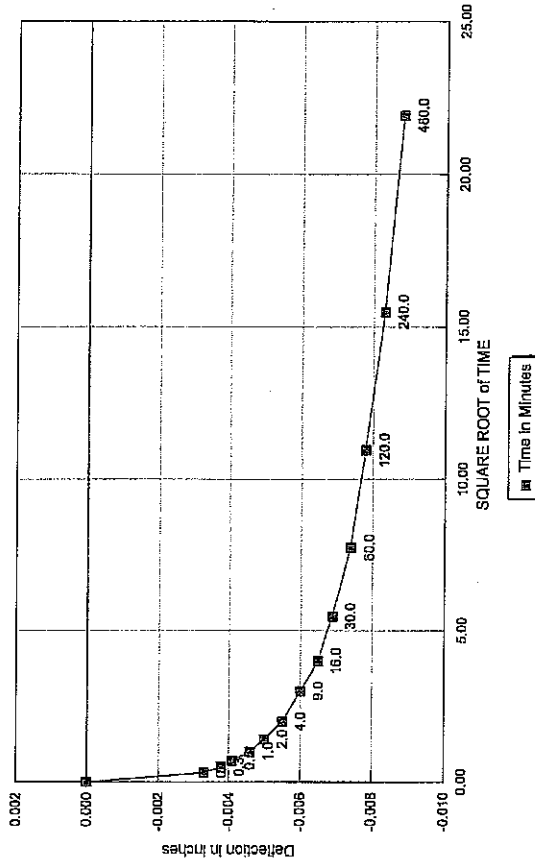
CONSOLIDATION TEST DATA

BH-4,U1,10.0-11.5'



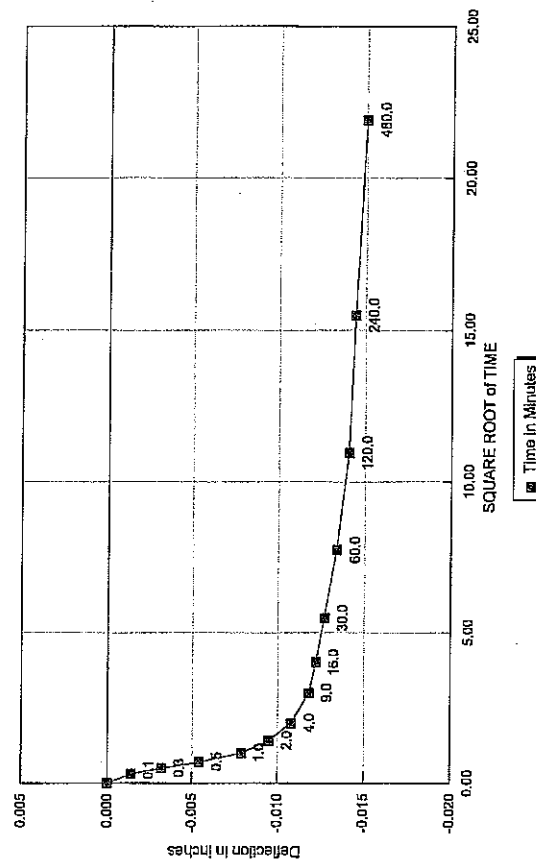
TIME READING DATA

BH-4,U1,10.0-11.5,3200 psf Load



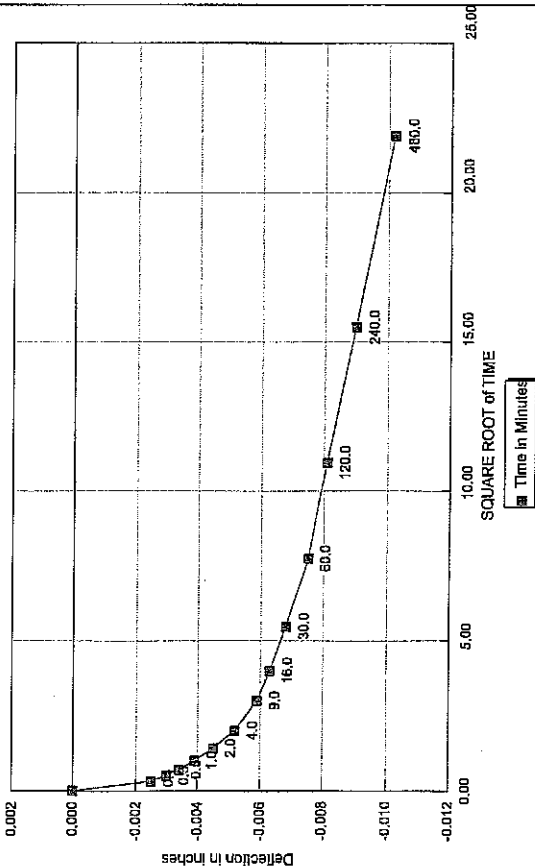
TIME READING DATA

BH-4,U1,10.0-11.5,6400 psf Load



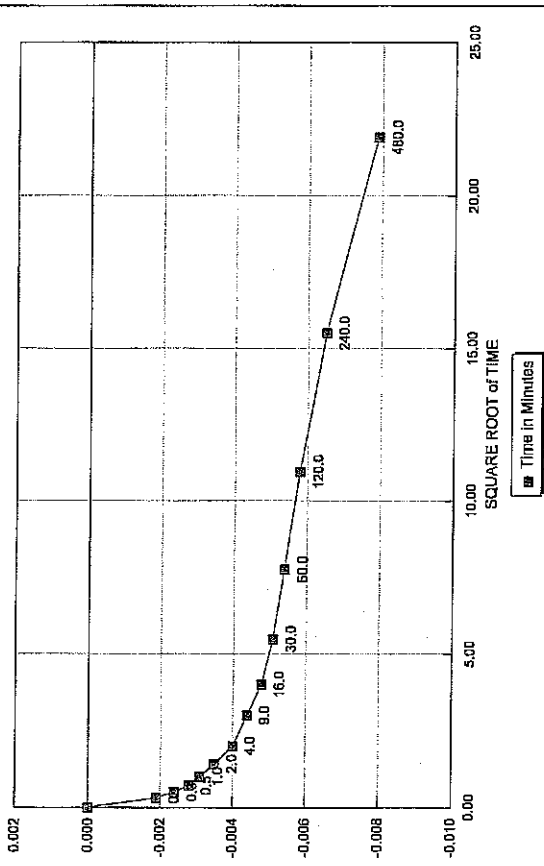
TIME READING DATA

BH-4,U1,10.0-11.5,800 psf Load

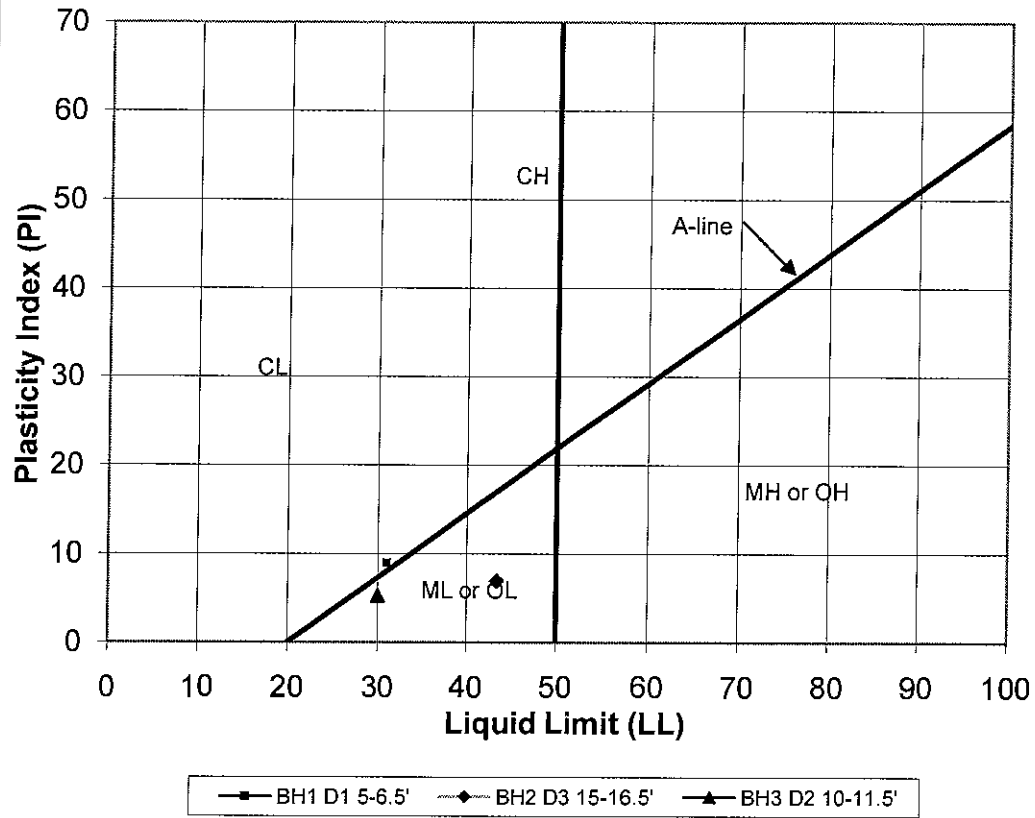


TIME READING DATA

BH-4,U1,10.0-11.5,1600 psf Load



Plasticity Chart



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

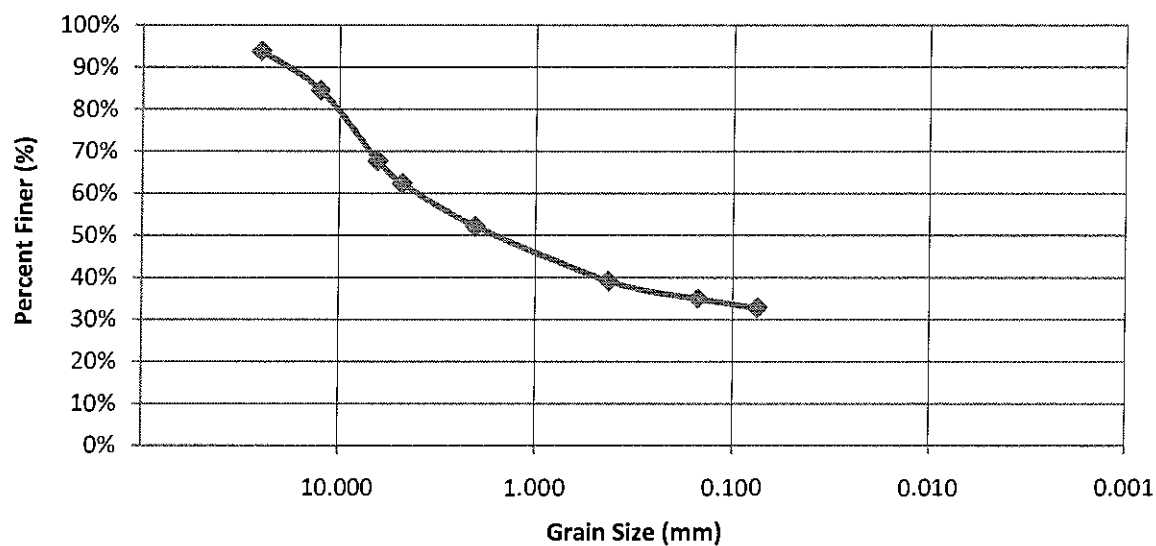
Moisture Content	
Wet Sample + Tare:	553.6
Tare:	179.8
Wet Sample:	373.8
Dry Sample + Tare:	468.0
Moisture Content:	29.7%

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

Particle Size Distribution



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

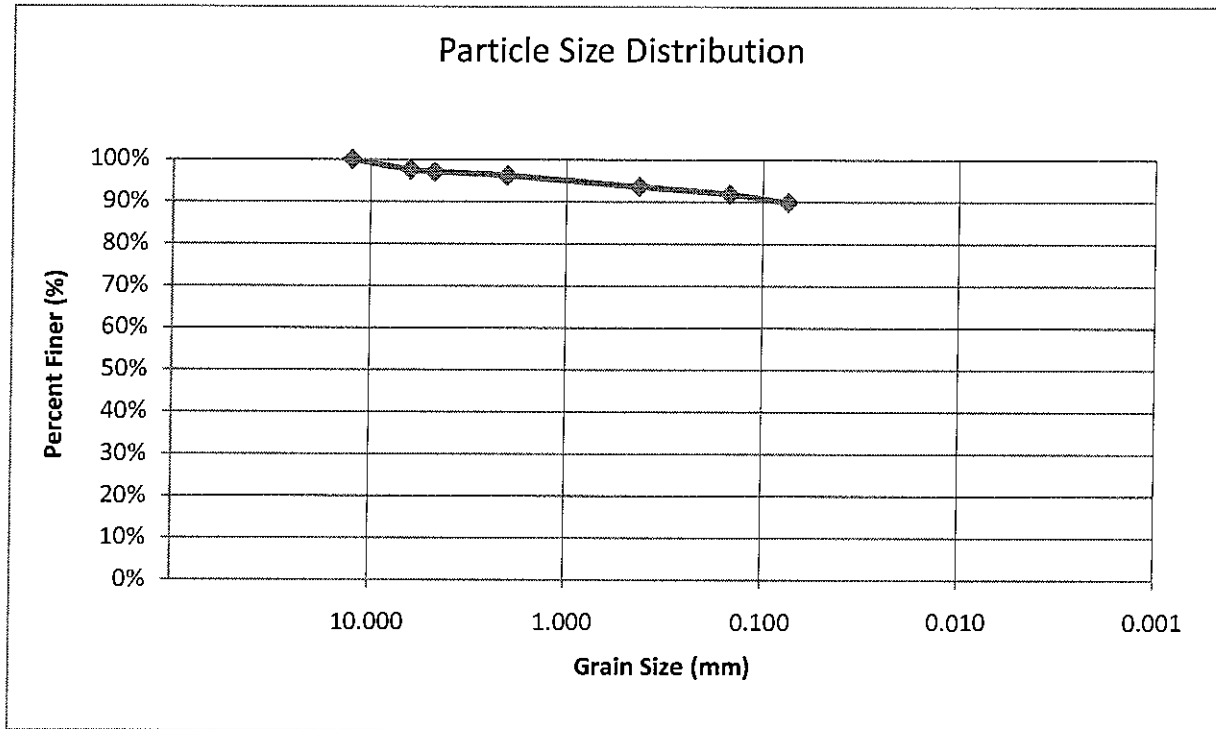
Wet Sample + Tare(g)	430.5
Tare (g)	14.9
Dry Sample post-wash (g)	346.4
Weight 200-minus (g)	62.3

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%



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%

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 <u>PID (ppmv)</u>	
			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			
15	End of boring @ 13 ft			

R = Recovery

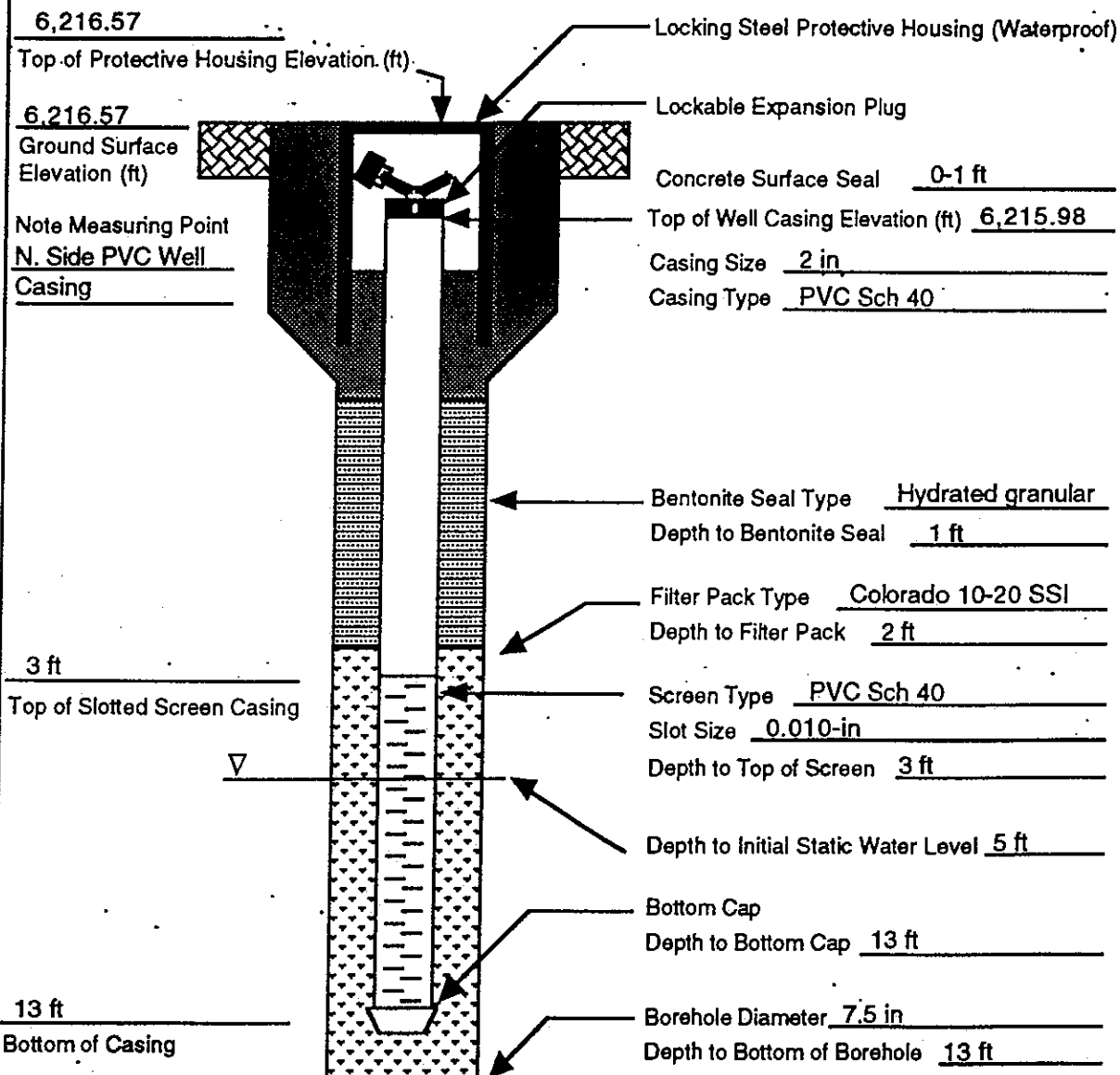
Depth to Water During Drilling 5 ft Date 6/18/97
 Static Water Level Depth 3.81 ft Date 7/24/97
4.64 ft Date 9/16/97

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



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 <u>PID (ppmv)</u>	
			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

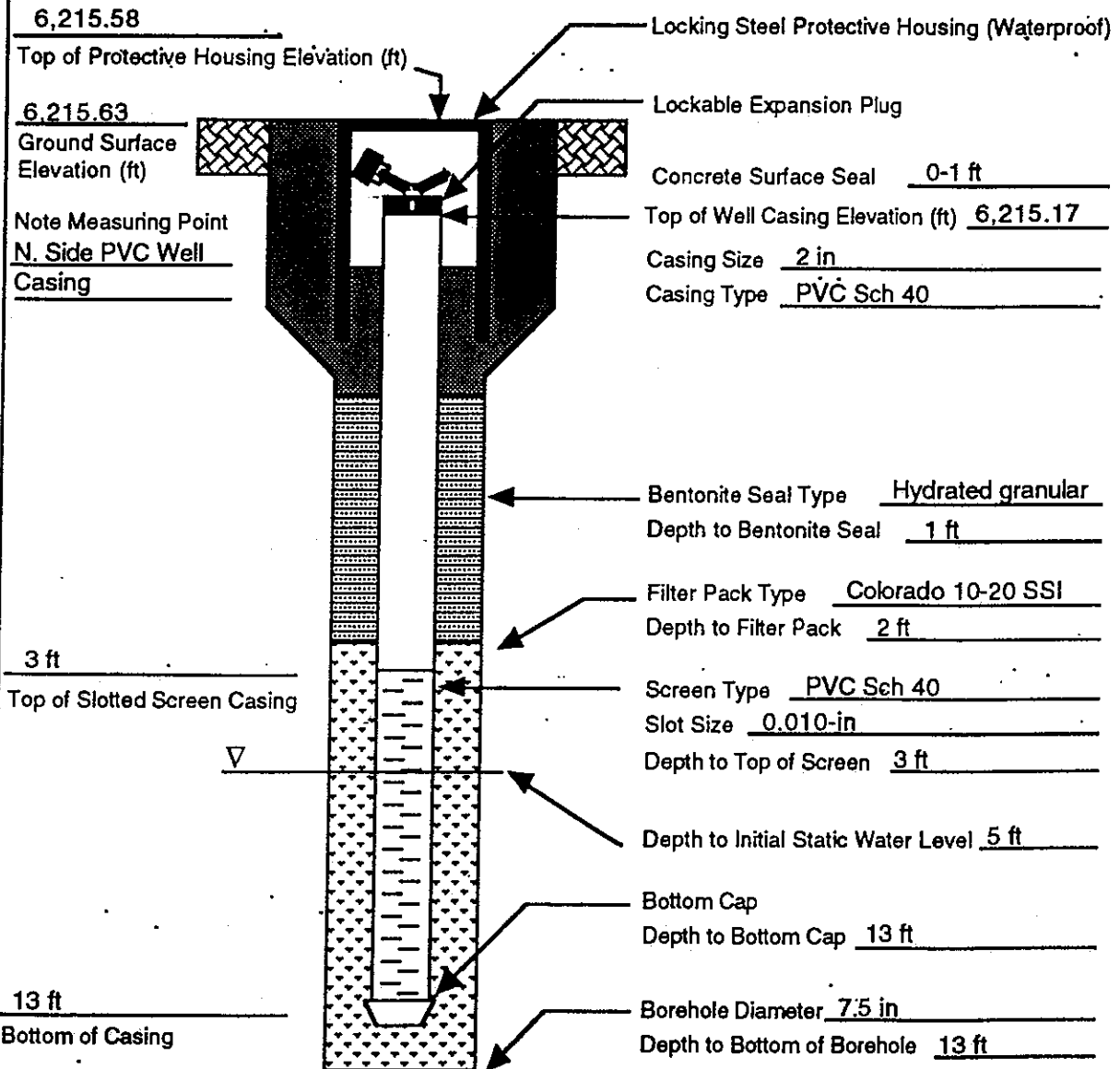
Depth to Water During Drilling 5 ft Date 6/19/97
 Static Water Level Depth 3.13 ft Date 7/24/97
4.85 ft Date 9/16/97

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



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 <u>PID (ppmv)</u>	
			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				

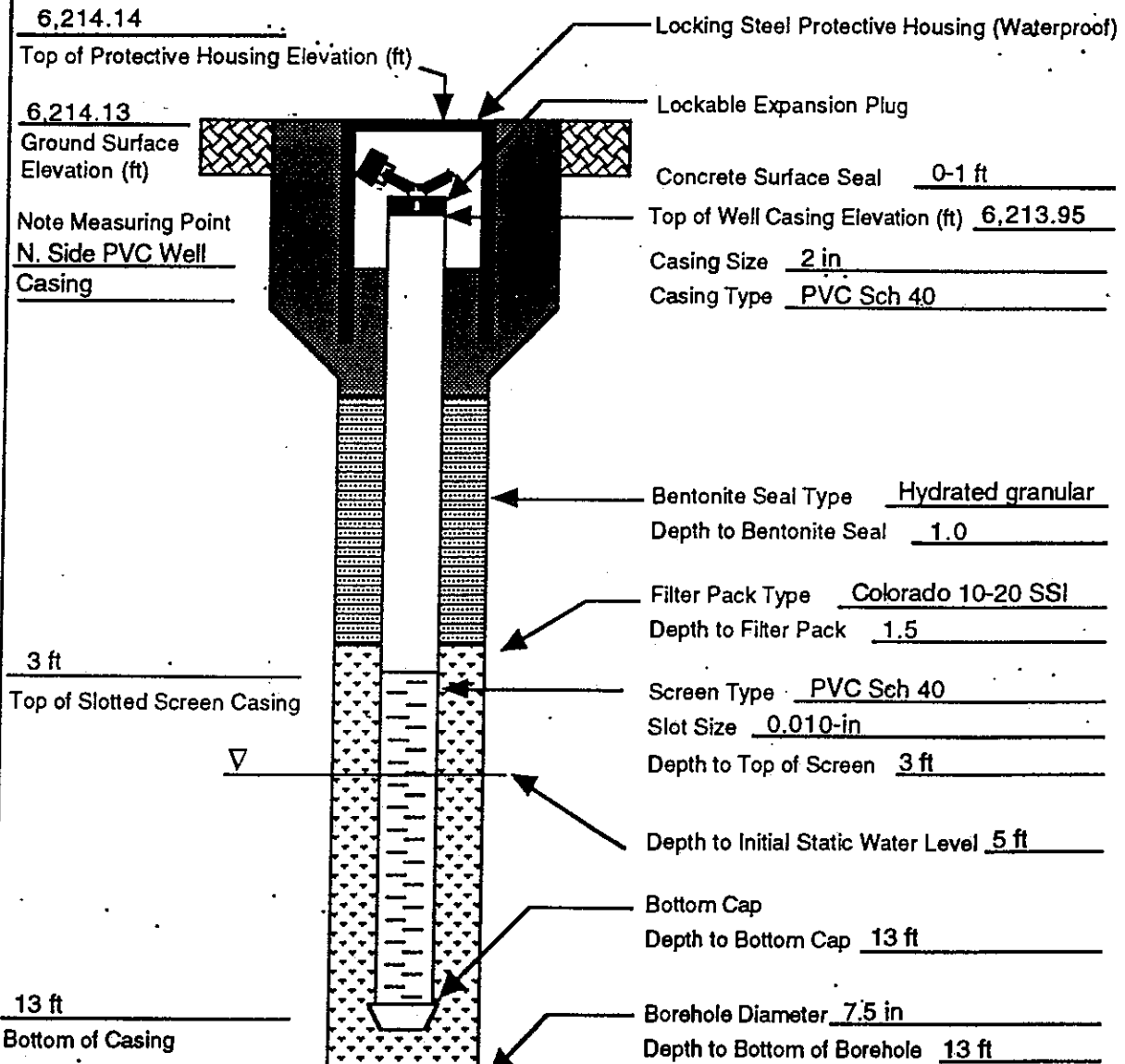
R = Recovery

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



Surveyed by Rio Verde Engineering
 Remarks In Town of Jackson Right of way - Excavation Permit No. 970283

UW# 105739

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. PLANNED 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

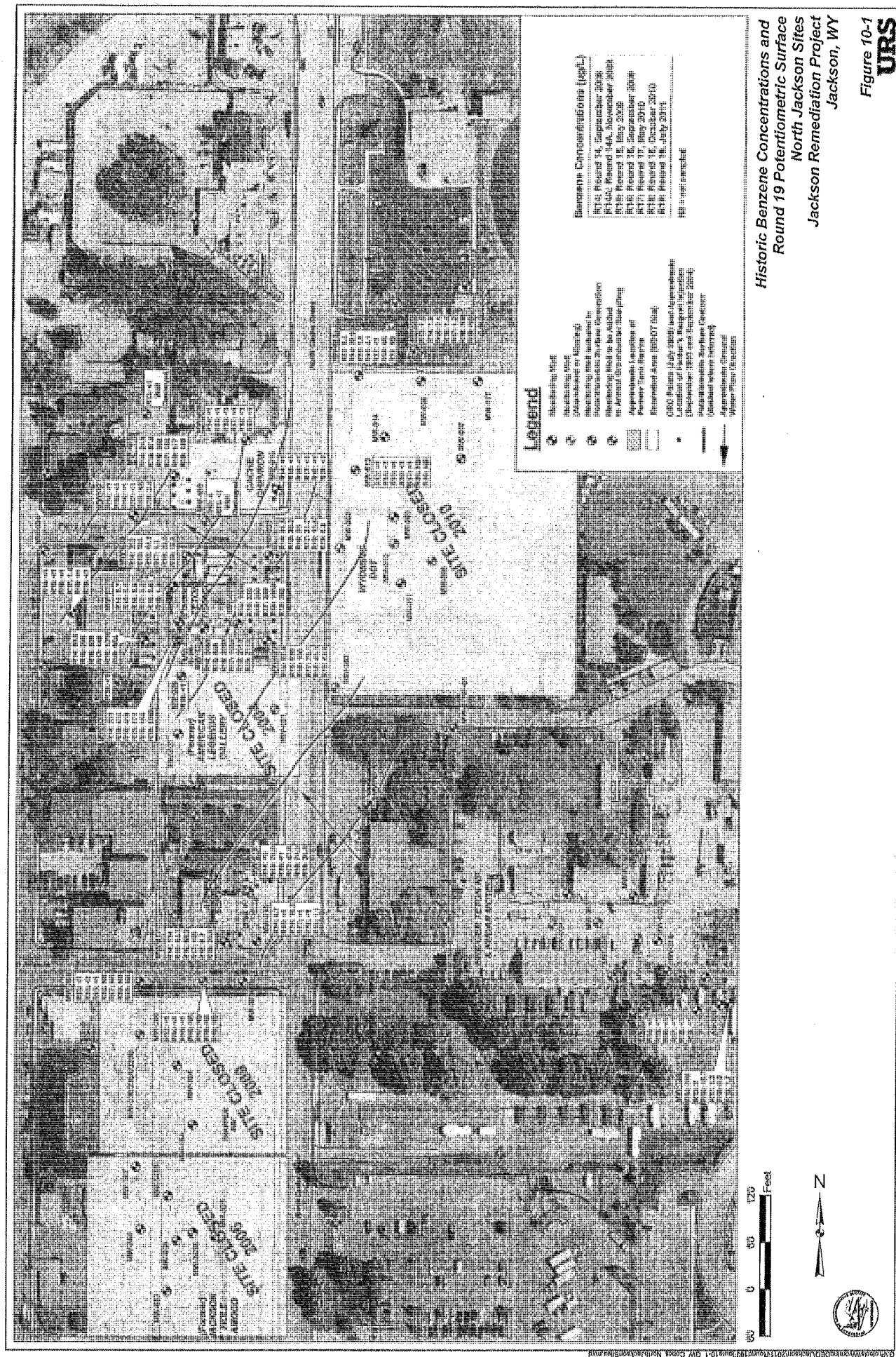
Since the benzene plume appears to extend beneath the building west of the Teton Texaco site, and because of the shallow groundwater at this site, vapor intrusion to the building is a concern. To evaluate the potential for vapor intrusion impacts, URS recommends the following steps:

- o interviewing employees to determine if vapors have been detected
- o measuring vapor concentrations in utility vaults
- o 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).





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 ft² 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
758 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

A handwritten signature in cursive script that reads "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

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. PLANNED 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.

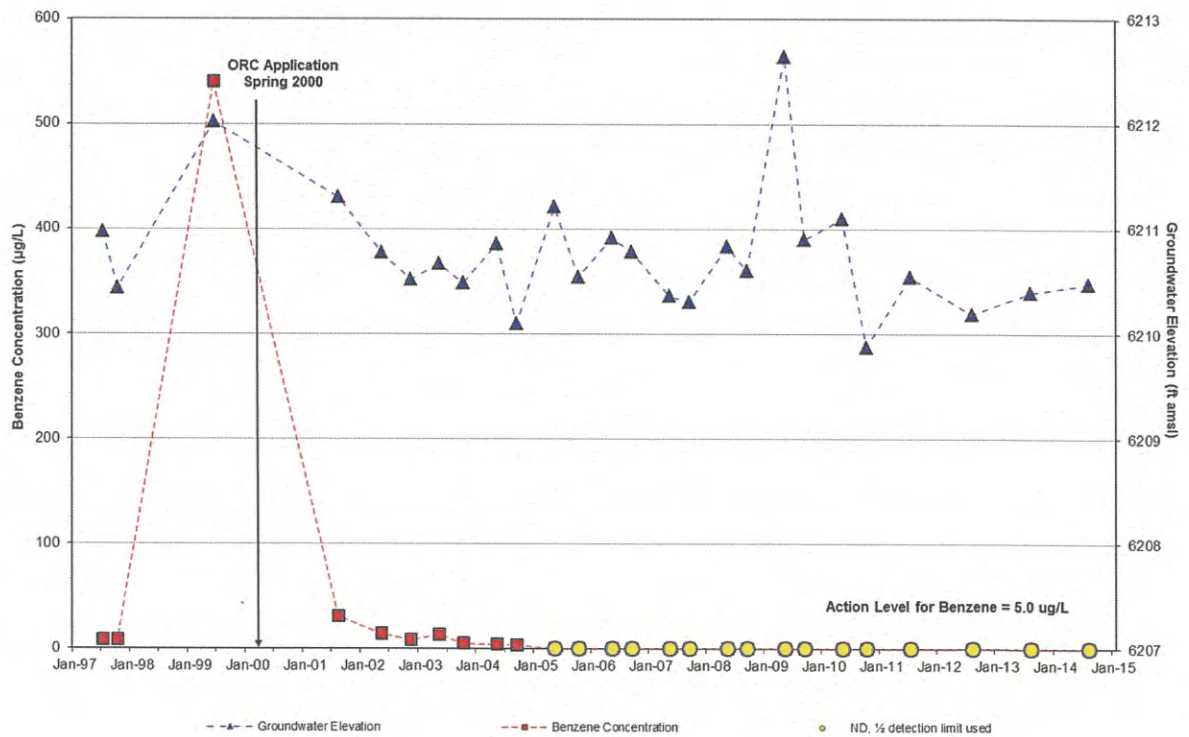
9.3.4 Vapor Intrusion Assessment

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.

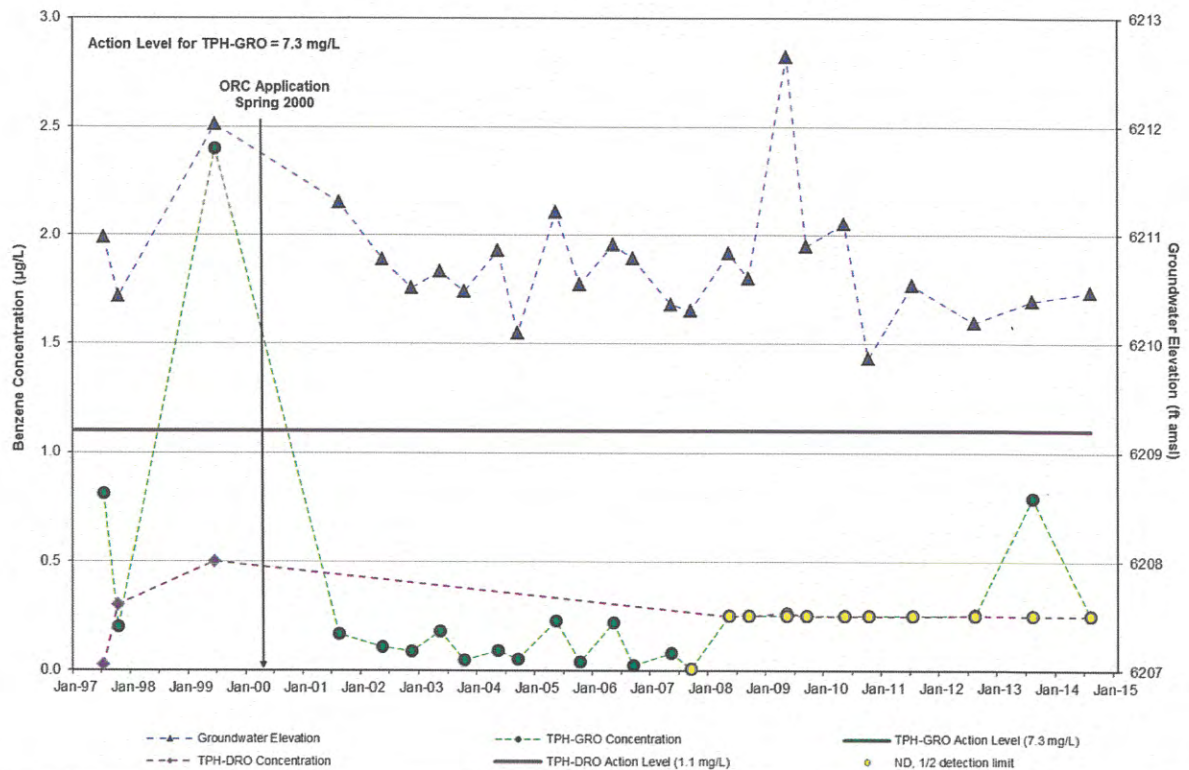
9.3.5 Continued Monitoring

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



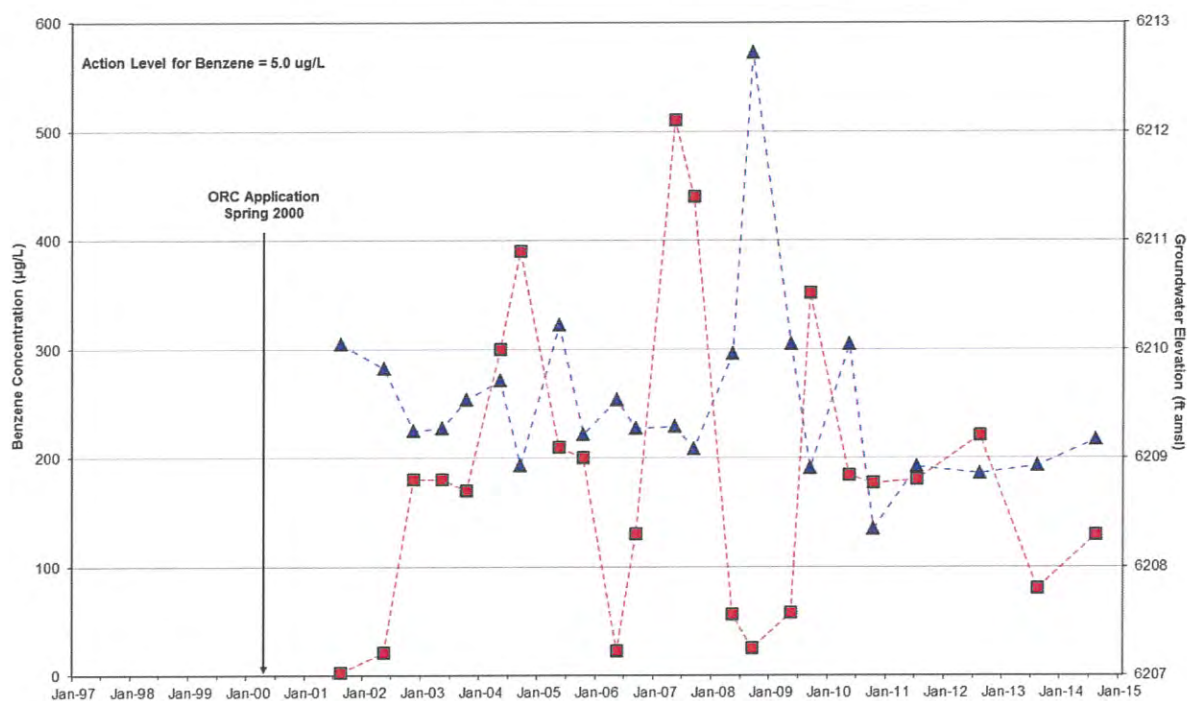
Jackson LAUST
Jackson, WY

Trend Analysis for MW-016 Cache Chevron Site, 1997-2014

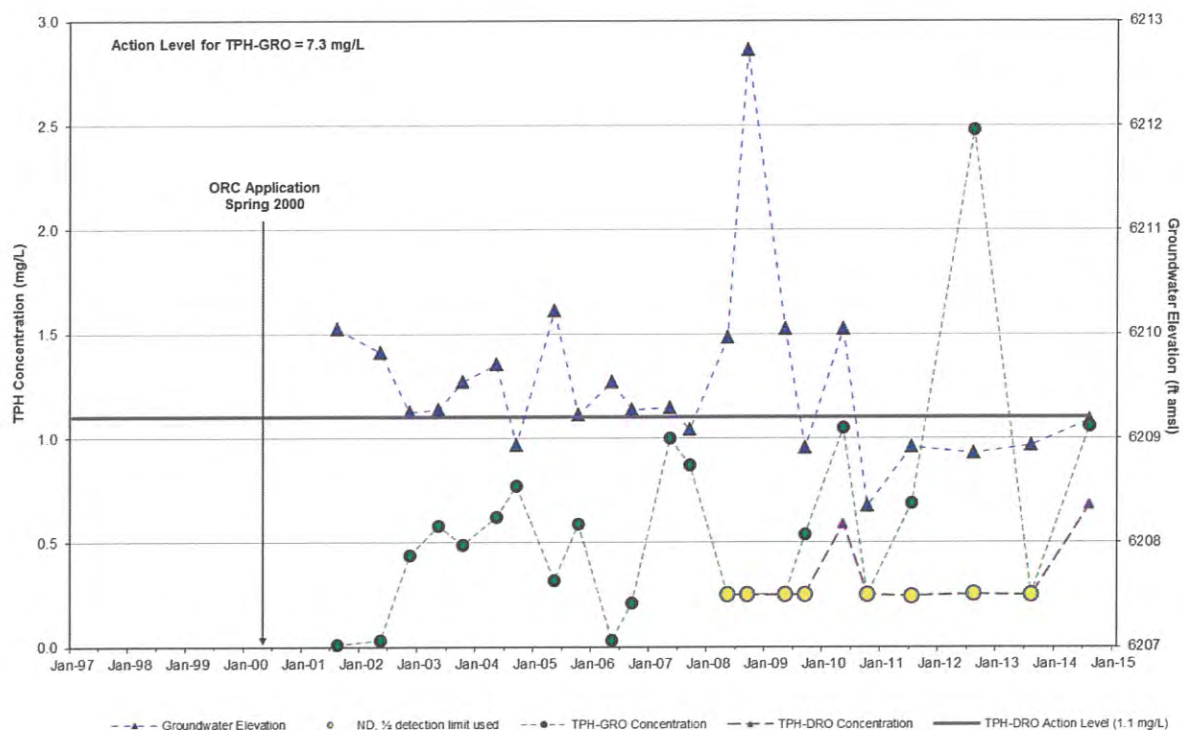
Chart 9-1

URS

MW-407 Benzene Concentrations and Groundwater Elevations



MW-407 TPH Concentrations and Groundwater Elevations



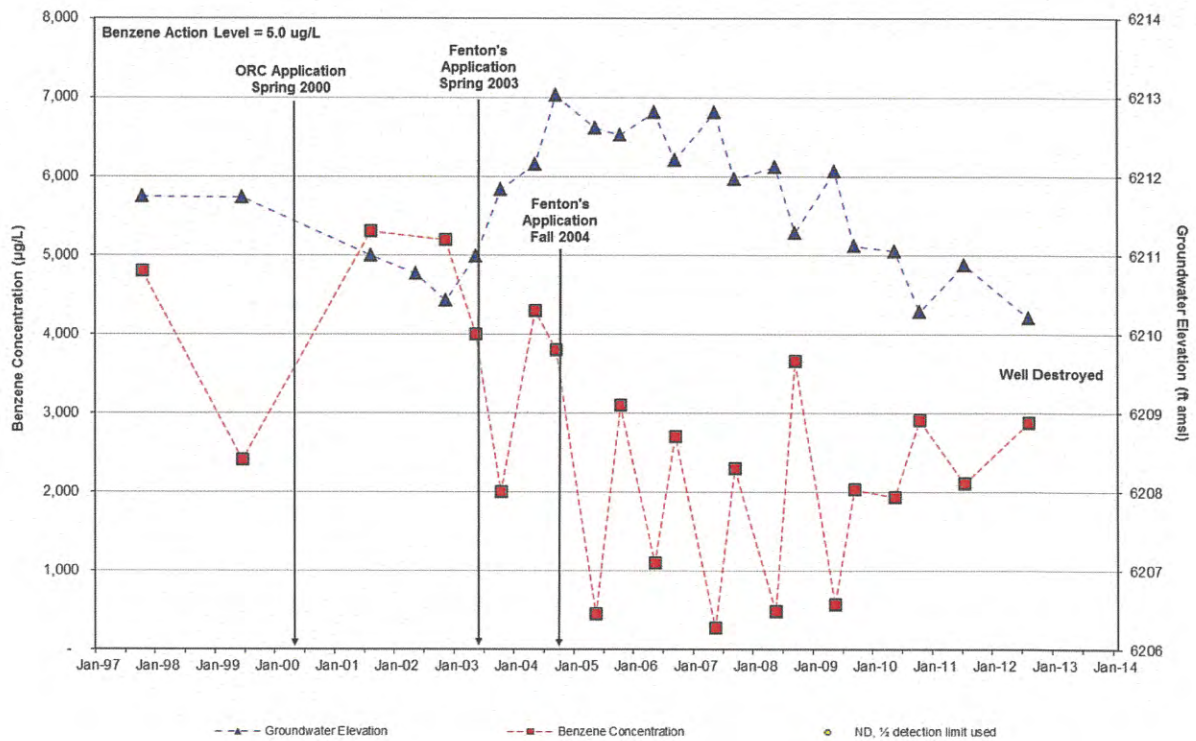
Jackson LAUST
Jackson, WY

Trend Analysis for MW-407 Cache Chevron Site, 1997-2014

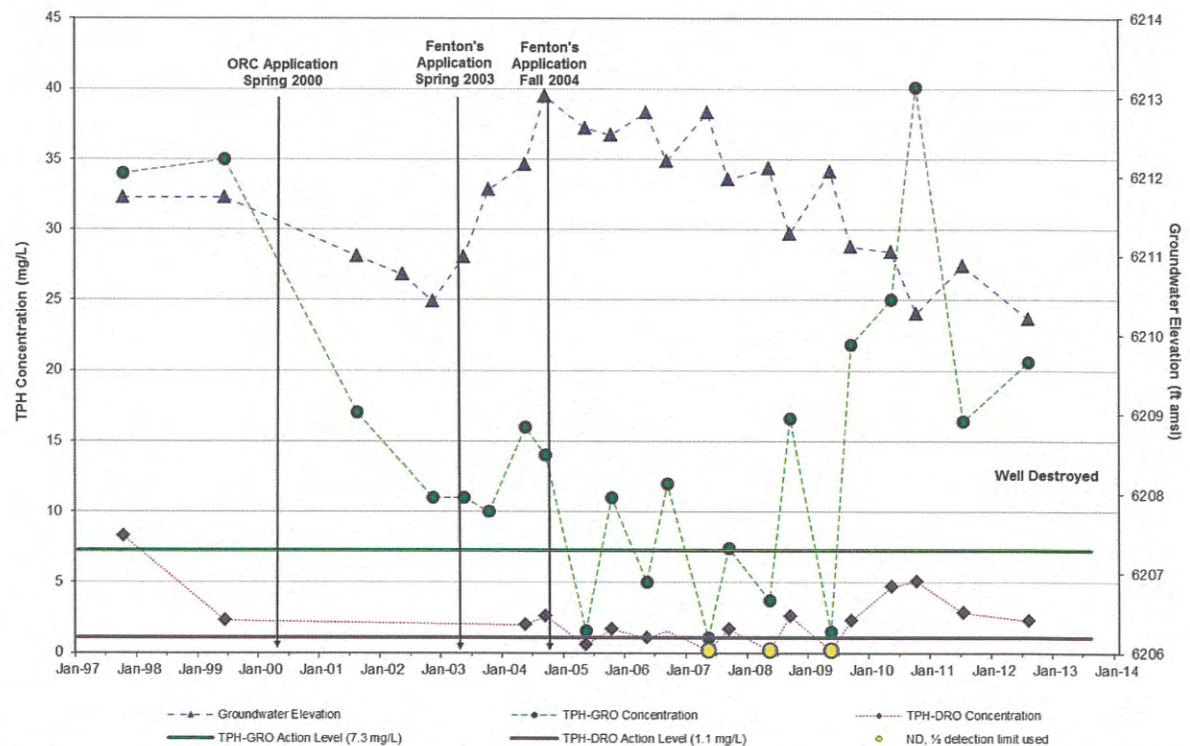
Chart 9-2

URS

MW-TT-2 Benzene Concentrations and Groundwater Elevations



MW-TT-2 TPH Concentrations and Groundwater Elevations



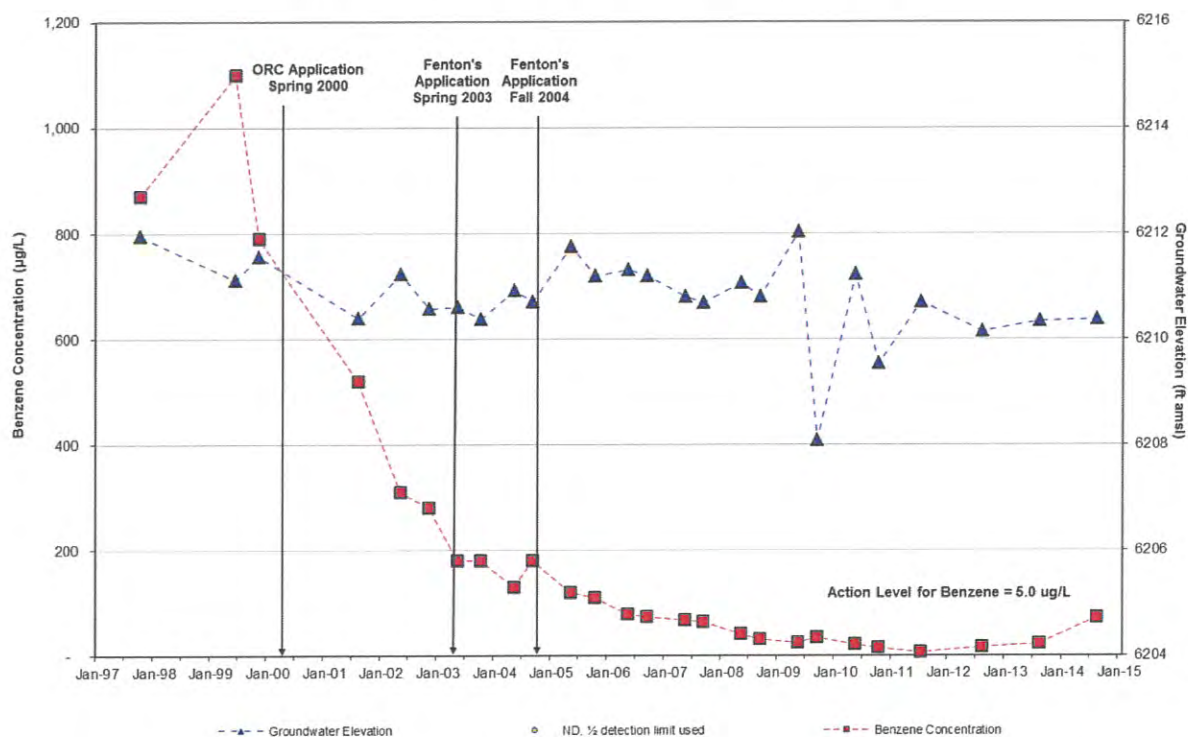
Jackson LAUST
Jackson, WY

Trend Analysis for MW-TT-2 Teton Texaco Site, 1997-2012

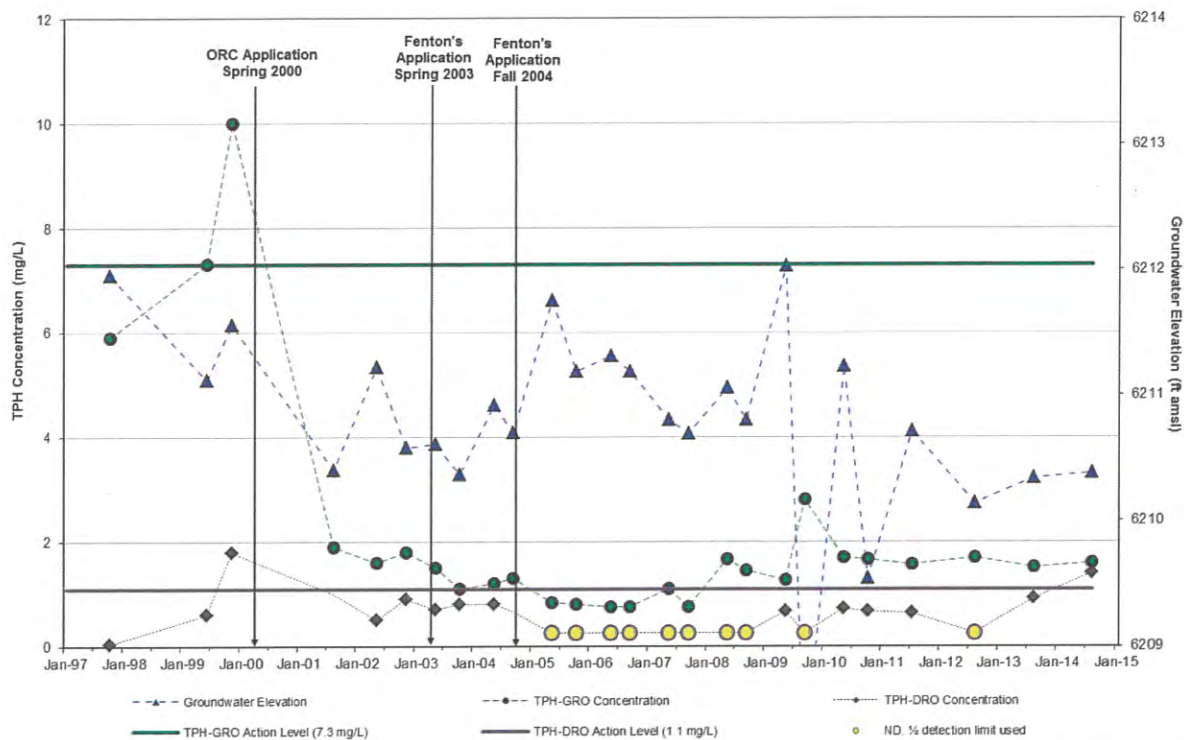
Chart 9-3

URS

MW-021 Benzene Concentrations and Groundwater Elevations



MW-021 TPH Concentrations and Groundwater Elevations



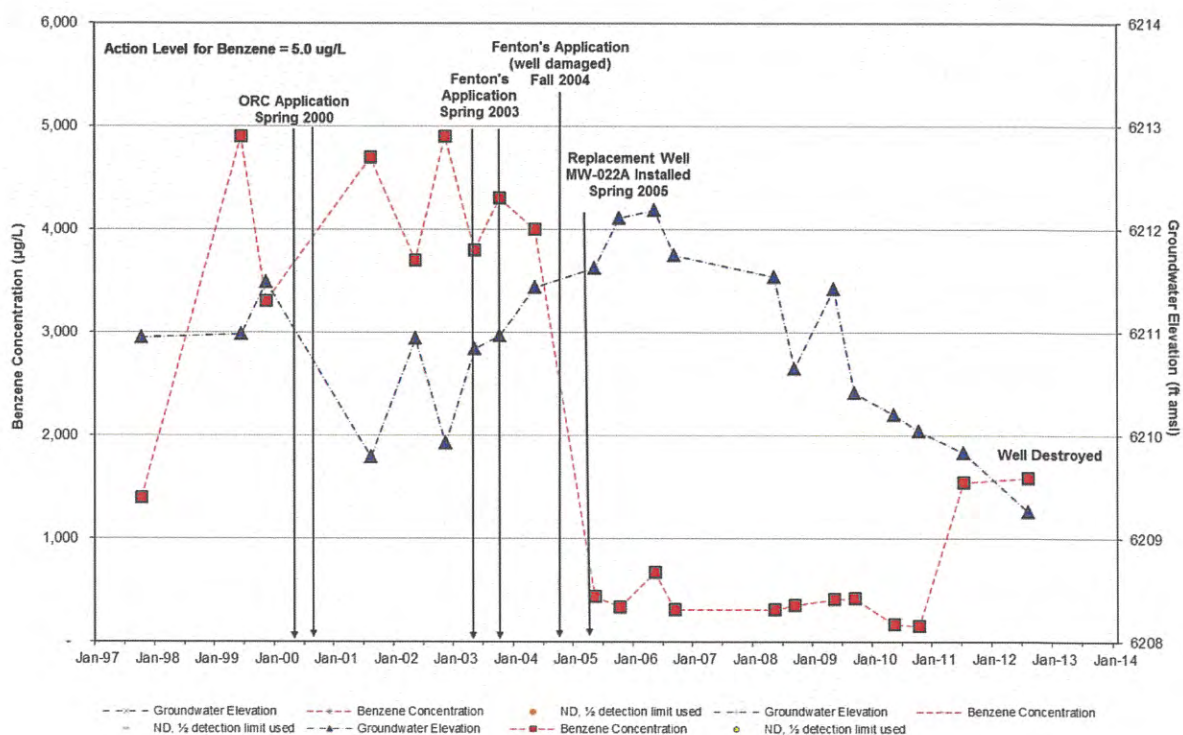
Jackson LAUST
Jackson, WY

Trend Analysis for MW-021 Teton Texaco Site, 1997-2014

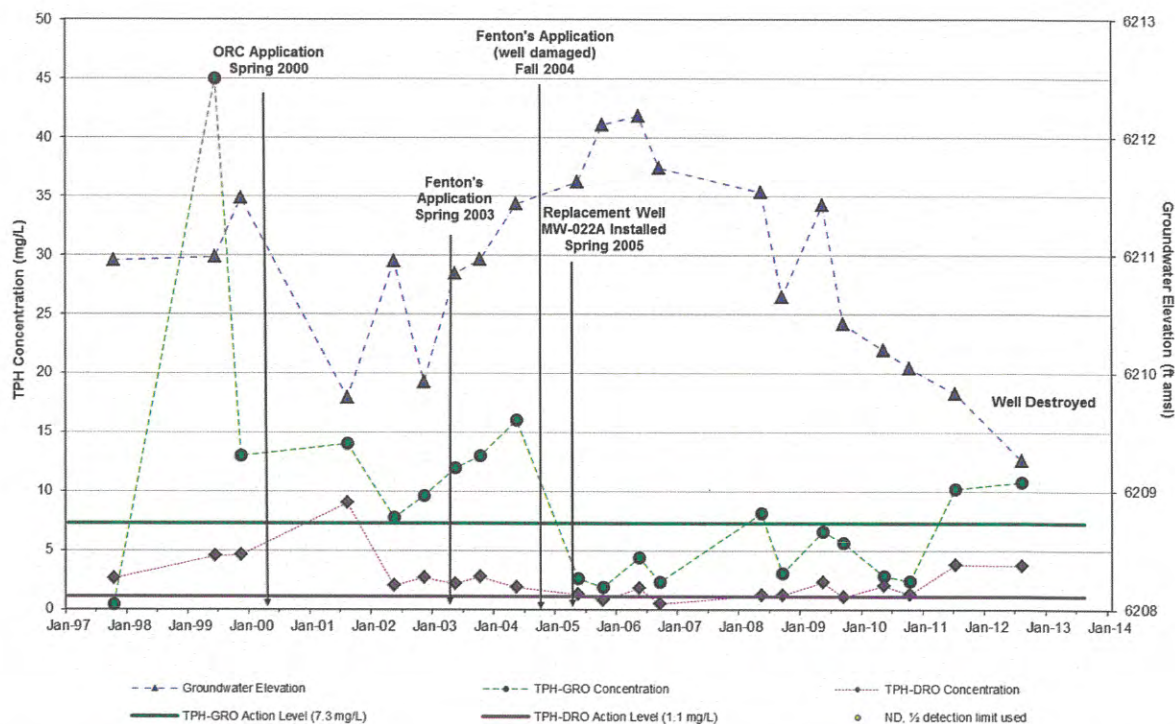
Chart 9-4

URS

MW-022/MW-022A Benzene Concentrations and Groundwater Elevations



MW-022/MW-022A TPH Concentrations and Groundwater Elevations



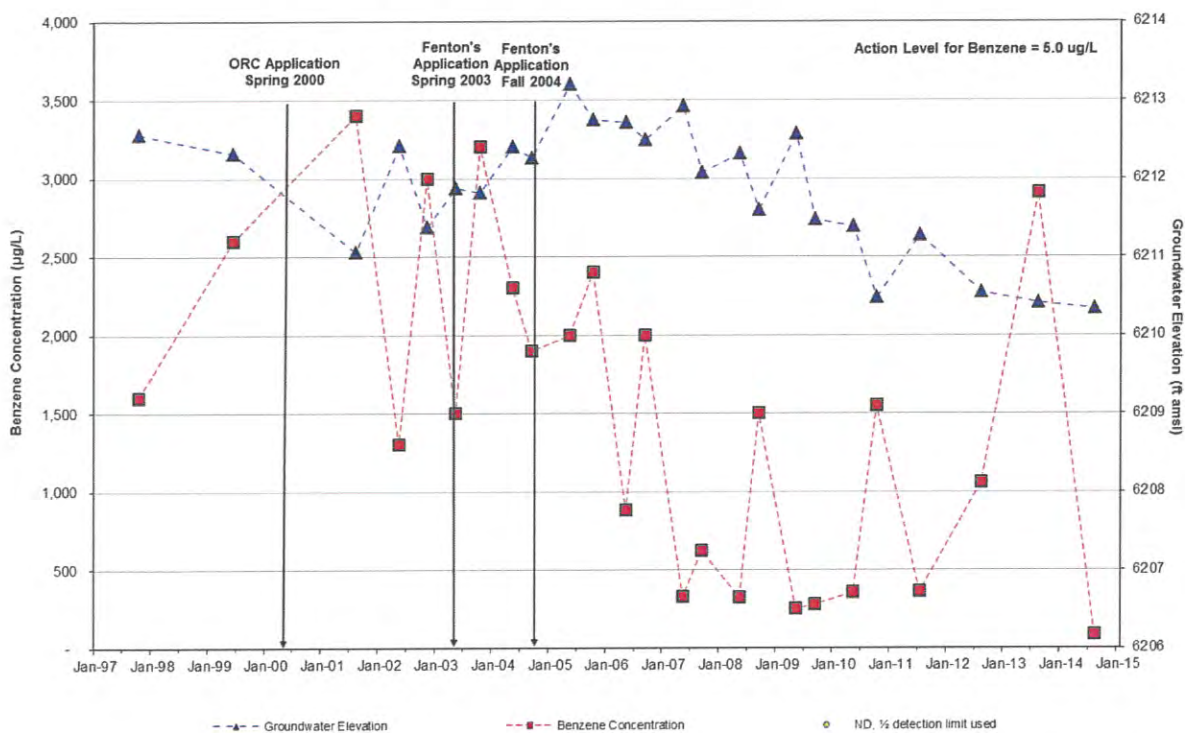
Jackson LAUST
Jackson, WY

Trend Analysis for MW-022 Teton Texaco Site, 1997-2012

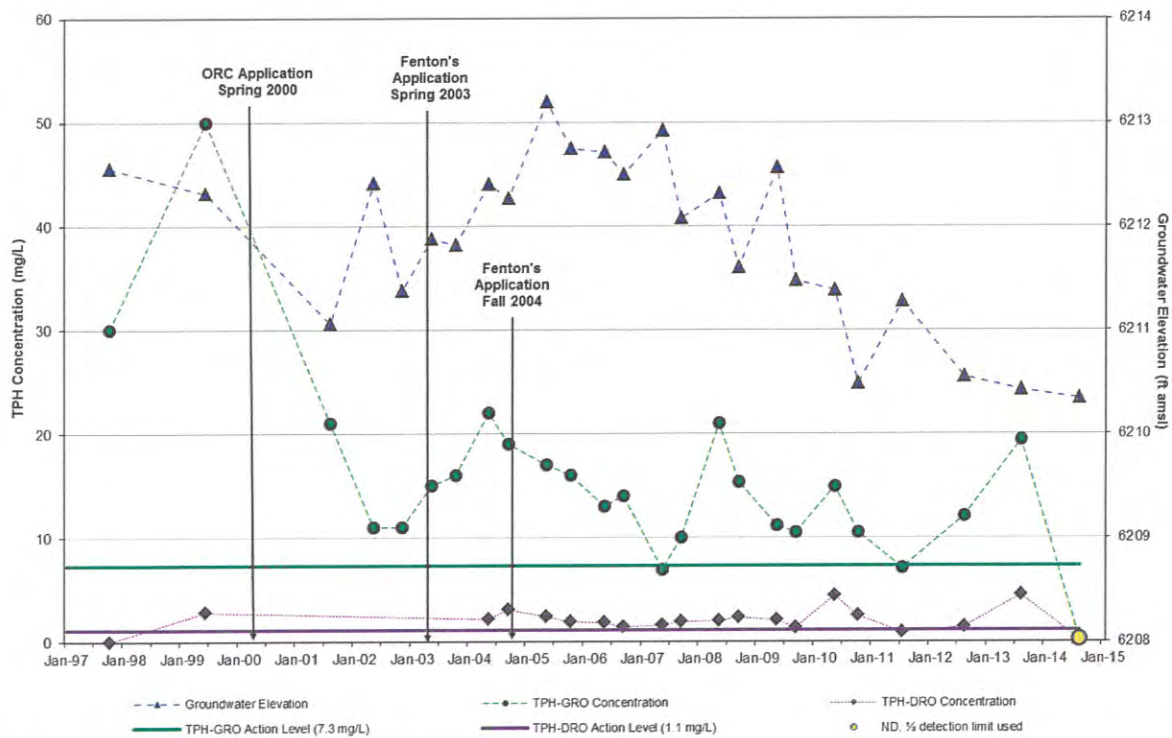
Chart 9-5

URS

MW-025 Benzene Concentrations and Groundwater Elevations



MW-025 TPH Concentrations and Groundwater Elevations



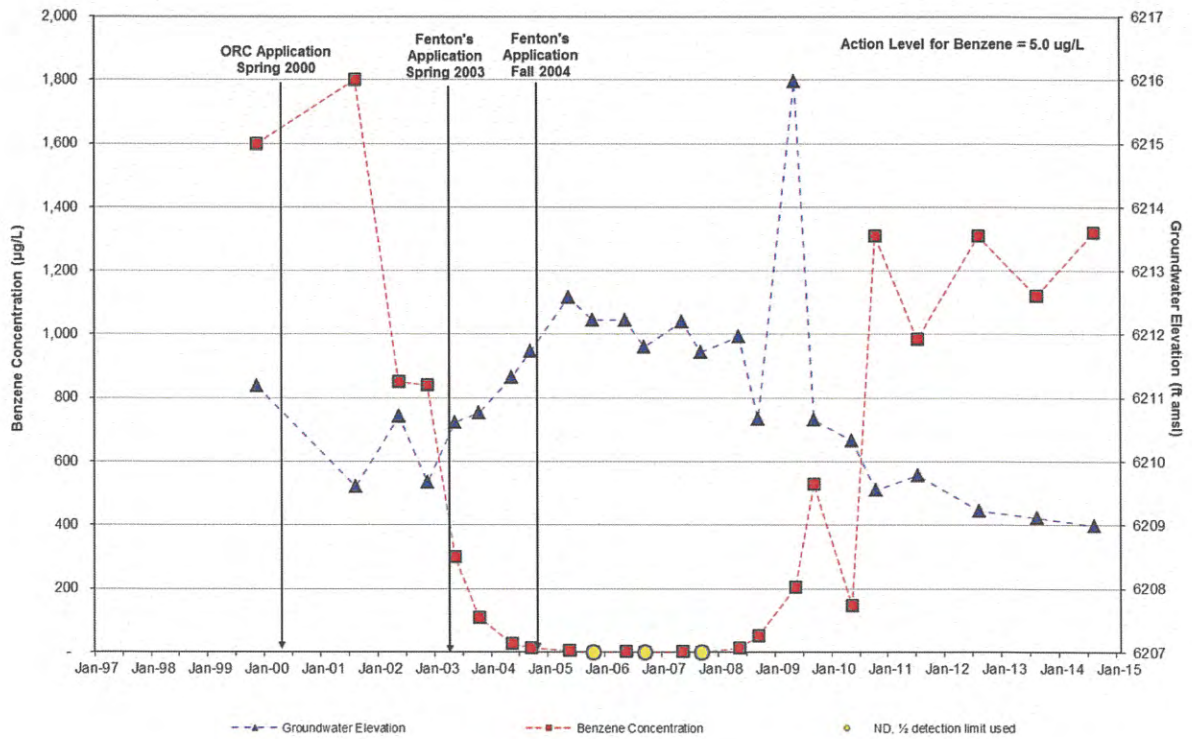
Jackson LAUST
Jackson, WY

Trend Analysis for MW-025 Teton Texaco Site, 1997-2014

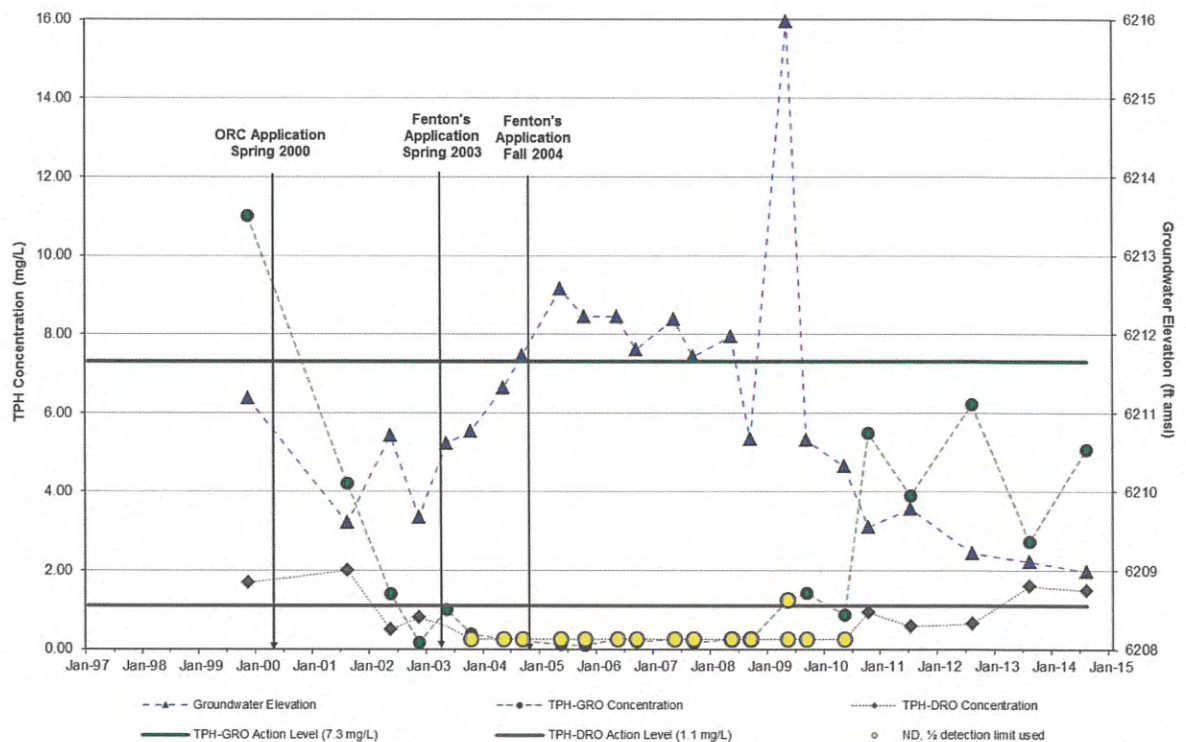
Chart 9-6

URS

MW-300 Benzene Concentrations and Groundwater Elevations



MW-300 TPH Concentrations and Groundwater Elevations

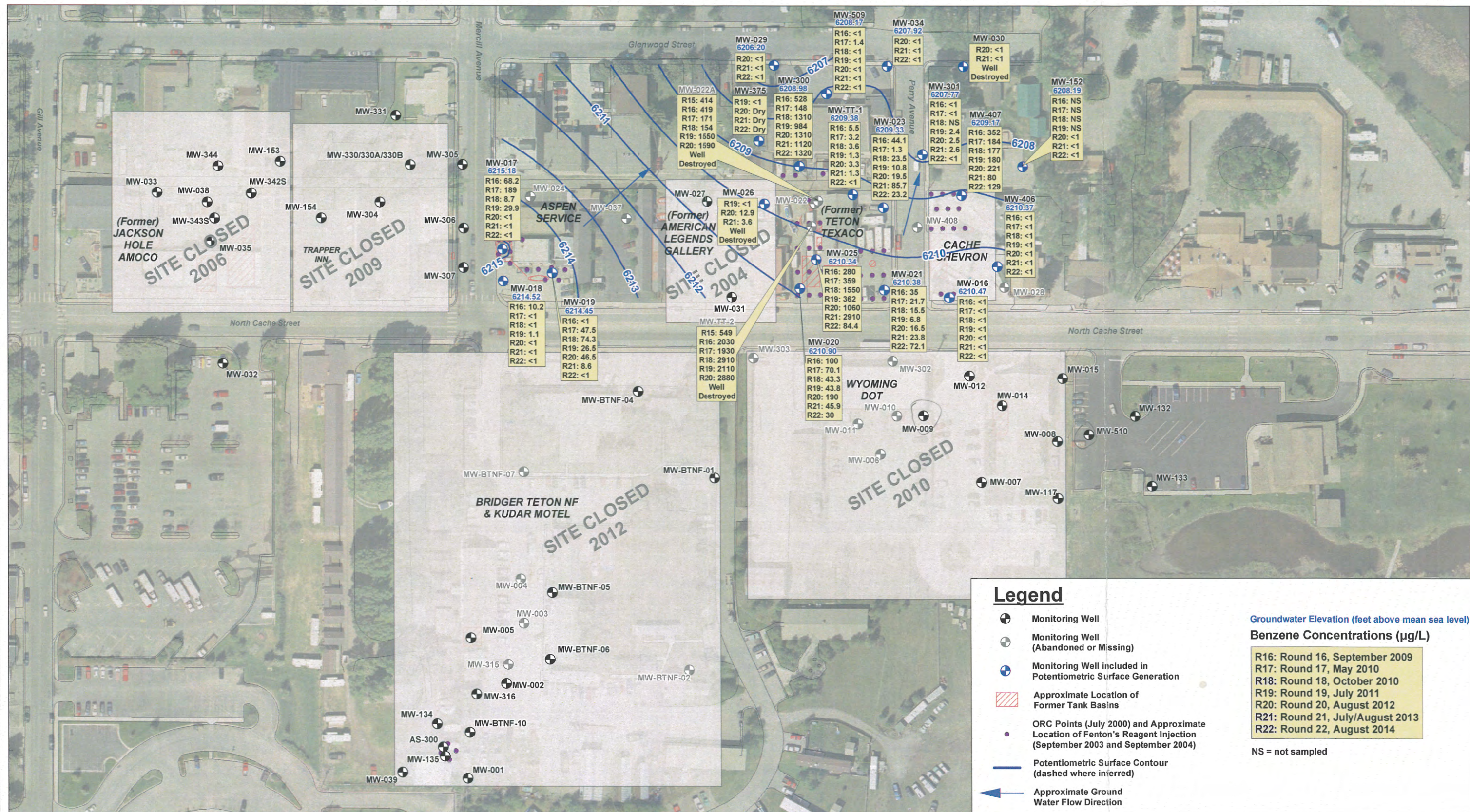


Jackson LAUST
Jackson, WY

Trend Analysis for MW-300 Teton Texaco Site, 1997-2014

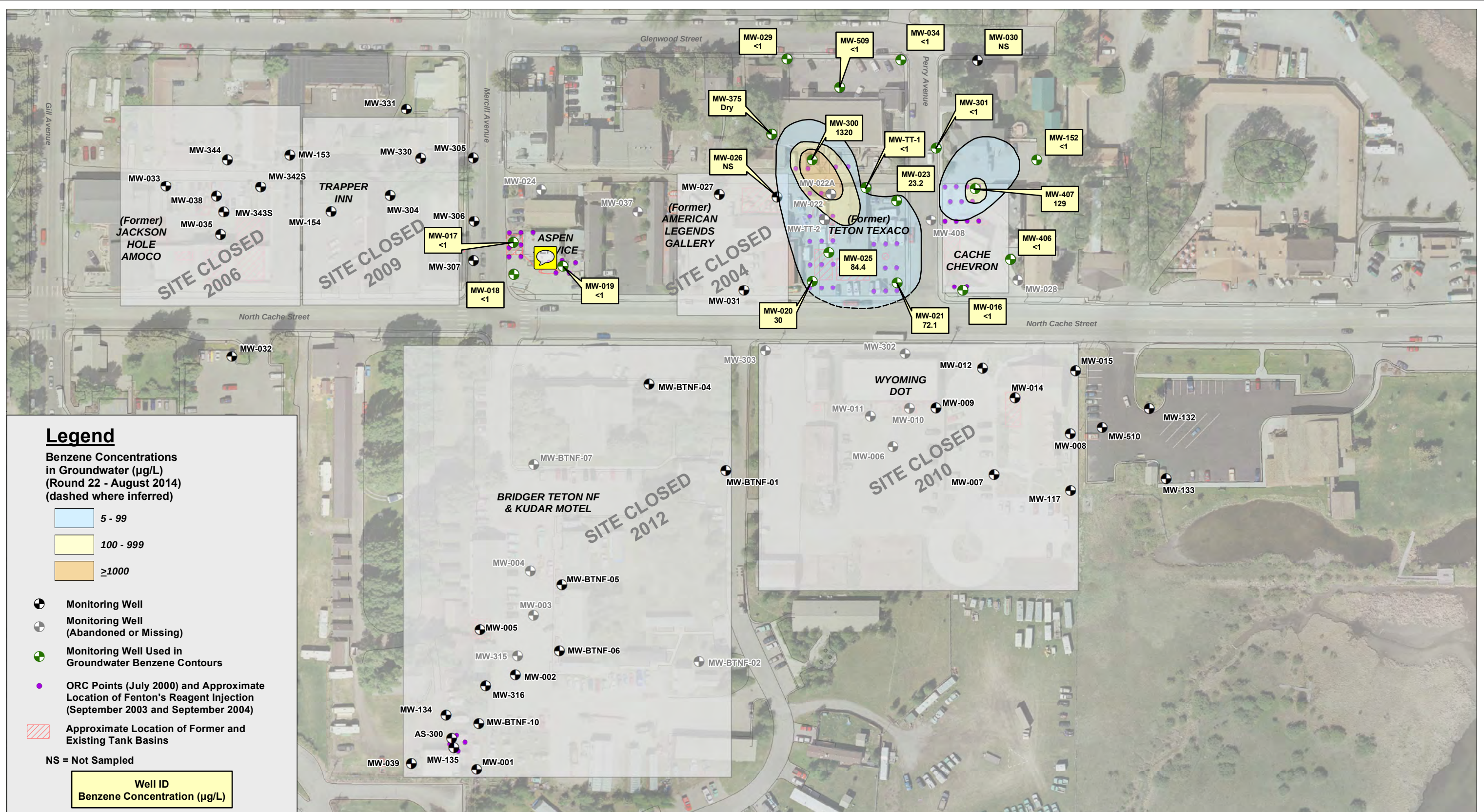
Chart 9-7

URS



Historic Benzene Concentrations and
Round 22 Potentiometric Surface
North Jackson Sites
Jackson Remediation Project
Jackson, WY

Q:\Projects\wy-deq\Jackson05_Analysis and Engineering\Jackson CAD and GIS Files\Round22\Figures-2_Benzene_Isocons_NorthJacksonSites.mxd



60 0 60 120
Feet



Round 22 Benzene Isoconcentration Contours
North Jackson Sites
Jackson Remediation Project
Jackson, WY

Figure 9-2



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 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).

This page intentionally left blank.

Table 7-1: Teton Texaco/Cache Chevron Sampling Data - BTEXMN & Total Petroleum Hydrocarbons

			Groundwater Measurement Data				Field Parameter Data	Analytical Results & Action Levels									
Event Code ^a	Sample Code ^b	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Dissolved Oxygen (mg/L)	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

			Groundwater Measurement Data				Field Parameter Data	Analytical Results & Action Levels									
Event Code ^a	Sample Code ^b	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Dissolved Oxygen (mg/L)	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

			Groundwater Measurement Data				Field Parameter Data	Analytical Results & Action Levels										
Event Code ^a	Sample Code ^b	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Dissolved Oxygen (mg/L)	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

			Groundwater Measurement Data				Field Parameter Data	Analytical Results & Action Levels									
Event ^a Code	Sample ^b Code	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Dissolved Oxygen (mg/L)	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

			Groundwater Measurement Data				Field Parameter Data	Analytical Results & Action Levels									
Event Code	Sample Code	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Dissolved Oxygen (mg/L)	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

			Groundwater Measurement Data				Field Parameter Data	Analytical Results & Action Levels									
Event Code ^a	Sample Code ^b	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Dissolved Oxygen (mg/L)	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

			Groundwater Measurement Data				Field Parameter Data	Analytical Results & Action Levels									
Event Code ^a	Sample Code ^b	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Dissolved Oxygen (mg/L)	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

			Groundwater Measurement Data				Field Parameter Data	Analytical Results & Action Levels									
Event Code ^a	Sample Code ^b	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Dissolved Oxygen (mg/L)	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

			Groundwater Measurement Data				Field Parameter Data	Analytical Results & Action Levels										
Event ^a Code	Sample ^b Code	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Dissolved Oxygen (mg/L)	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

			Groundwater Measurement Data				Field Parameter Data	Analytical Results & Action Levels									
Event Code ^a	Sample Code ^b	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Dissolved Oxygen (mg/L)	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

			Groundwater Measurement Data				Field Parameter Data	Analytical Results & Action Levels										
Event Code ^a	Sample Code ^b	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Dissolved Oxygen (mg/L)	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

			<u>Groundwater Measurement Data</u>				<u>Field Parameter Data</u>	<u>Analytical Results & Action Levels</u>									
Event Code	Sample Code	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Dissolved Oxygen (mg/L)	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

			<u>Ground Water Measurement Data</u>				<u>Analytical Results & Action Levels</u>									
Event Code ^a	Sample Code ^b	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	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

			Ground Water Measurement Data				Analytical Results & Action Levels									
Event Code ^a	Sample Code ^b	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	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	--										
	R15	N	5/13/2009	NM	NM	--										
	R16	N	9/25/2009	5.16	6211.99	--										
	R17	N	5/12/2010	5.19	6211.96	--										
	R18	N	10/15/2010	6.05	6211.10	--										
	R19	N	7/12/2011	5.25	6211.90	--										
	R19	FD	7/12/2011	5.25	6211.90	--										
	R20	N	8/6/2012	5.99	6211.16	--										
	R21	N	8/1/2013	6.04	6211.11	--										
	R22	N	8/12/2014	6.05	6211.10	--										
	R24	N	10/6/2015	5.56	6211.59	--										
	R26	N	10/21/2016	5.15	6212.00	--										
MW-021																
	BL	N	9/12/2001	5.36	6210.40	--										
	R1	N	5/6/2002	4.54	6211.22	--										
	R1	N	5/6/2002	4.54	6211.22	--										
	R1	N	5/6/2002	NM	NM	--										
	R1	N	5/6/2002	NM	NM	--										
	R1	FD	5/6/2002	4.54	6211.22	--										
	R1	FD	5/6/2002	4.54	6211.22	--										
	R1	FD	5/6/2002	NM	NM	--										
	R1	FD	5/6/2002	NM	NM	--										
	R2	N	11/5/2002	5.18	6210.58	--										
	R3	N	5/1/2003	5.15	6210.61	--										
	R3	FD	5/1/2003	5.15	6210.61	--										
	R4	N	10/1/2003	5.39	6210.37	--										
	R5	N	5/20/2004	4.84	6210.92	--										
	R6	N	10/4/2004	5.06	6210.70	--										
	R7	N	5/14/2005	4.01	6211.75	--										
	R8	N	10/5/2005	4.57	6211.19	--										
	R9	N	5/7/2006	4.45	6211.31	--										
	R10	N	9/27/2006	4.57	6211.19	--										
	R10	N	9/27/2006	4.57	6211.19	--										
	R10	N	9/27/2006	NM	NM	--										
	R10	N	9/27/2006	NM	NM	--										
	R10	FD	9/27/2006	4.57	6211.19	--										
	R10	FD	9/27/2006	NM	NM	--										

Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

			<u>Ground Water Measurement Data</u>				<u>Analytical Results & Action Levels</u>									
Event Code ^a	Sample Code ^b	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	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																
<u>MW-021</u>																
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
<u>MW-022</u>																
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
<u>MW-022A</u>																
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

			Ground Water Measurement Data				Analytical Results & Action Levels									
Event Code ^a	Sample Code ^b	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	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	--										
	R20	N	8/6/2012	6.59	6209.26	--										
	R21	N	8/1/2013	NM	NM	--	Not sampled, well destroyed during construction/excavation									
MW-022R																
	R23	N	5/7/2015	5.79	6210.86	--	Hydrocarbon odor						<1	<1	<1	<20
	R24	N	10/6/2015	5.79	6210.86	--	Strong hydrocarbon odor									
	R26	N	10/21/2016	6.43	6210.22	--	Hydrocarbon odor									
MW-023																
	BL	N	9/12/2001	5.00	6209.96	--										
	BL	FD	9/12/2001	5.00	6209.96	--										
	R1	N	5/6/2002	4.42	6210.54	--										
	R2	N	11/5/2002	5.04	6209.92	--										
	R3	N	5/1/2003	5.02	6209.94	--										
	R4	N	10/1/2003	5.24	6209.72	--										
	R4	FD	10/1/2003	5.24	6209.72	--										
	R5	N	5/20/2004	4.81	6210.15	--										
	R6	N	10/4/2004	4.95	6210.01	--										
	R7	N	5/14/2005	4.01	6210.95	--										
	R8	N	10/5/2005	4.65	6210.31	--										
	R8	FD	10/5/2005	4.65	6210.31	--										
	R9	N	5/7/2006	4.30	6210.66	--										
	R10	N	9/26/2006	5.45	6209.51	--										
	R11	N	5/23/2007	4.73	6210.23	--										
	R12	N	10/3/2007	4.82	6210.14	--										
	R13	N	5/15/2008	4.57	6210.39	--										
	R13	FD	5/15/2008	4.57	6210.39	--										
	R14	N	10/1/2008	4.88	6210.08	--										
	R15	N	5/13/2009	3.37	6211.59	--										
	R16	N	9/25/2009	4.03	6210.93	--										
	R16	FD	9/25/2009	4.03	6210.93	--										
	R17	N	5/12/2010	4.04	6210.92	--										
	R18	N	10/15/2010	6.50	6208.46	--										
	R18	FD	10/15/2010	6.50	6208.46	--										
	R19	N	7/12/2011	5.09	6209.87	--										
	R20	N	8/6/2012	5.63	6209.33	--										
	R21	N	8/1/2013	5.79	6209.17	--										
	R22	N	8/11/2014	5.63	6209.33	--										

Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

			Ground Water Measurement Data				Analytical Results & Action Levels									
Event Code ^a	Sample Code ^b	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	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	--										
	R26	N	10/21/2016	4.63	6210.33	--	Slight hydrocarbon odor									
MW-025																
	BL	N	9/12/2001	5.34	6211.06	--										
	R1	N	5/6/2002	3.98	6212.42	--										
	R2	N	11/5/2002	5.02	6211.38	--										
	R2	FD	11/5/2002	5.02	6211.38	--										
	R3	N	5/1/2003	4.52	6211.88	--										
	R4	N	10/1/2003	4.58	6211.82	--										
	R5	N	5/20/2004	3.99	6212.41	--										
	R6	N	10/4/2004	4.13	6212.27	--										
	R7	N	5/14/2005	3.20	6213.20	--										
	R8	N	10/5/2005	3.65	6212.75	--										
	R9	N	5/9/2006	3.68	6212.72	--										
	R10	N	9/27/2006	3.90	6212.50	--										
	R11	N	5/22/2007	3.47	6212.93	--										
	R12	N	10/4/2007	4.32	6212.08	--										
	R13	N	5/15/2008	4.08	6212.32	--										
	R14	N	10/1/2008	4.80	6211.60	--	Hydrocarbon odor									
	R15	N	5/13/2009	3.83	6212.57	--										
	R16	N	9/25/2009	4.92	6211.48	--	Strong hydrocarbon odor									
	R17	N	5/12/2010	5.01	6211.39	--										
	R18	N	10/15/2010	5.91	6210.49	--	Slight hydrocarbon odor									
	R19	N	7/10/2011	5.12	6211.28	--	Slight hydrocarbon odor									
	R20	N	8/6/2012	5.85	6210.55	--	Slight hydrocarbon odor									
	R21	N	8/1/2013	5.98	6210.42	--	Degraded fuel odor									
	R22	N	8/12/2014	6.06	6210.34	--										
	R24	N	10/6/2015	5.28	6211.12	--	Hydrocarbon odor									
	R26	N	10/21/2016	5.44	6210.96	--	Hydrocarbon odor									
MW-029																
	R20	N	8/6/2012	6.84	6206.90	--										
	R21	N	8/1/2013	7.15	6206.59	--										
	R22	N	8/12/2014	7.54	6206.20	--										
	R24	N	10/6/2015	6.42	6207.32	--										
	R26	N	10/21/2016	7.13	6206.61	--										
MW-030																
	R20	N	8/7/2012	6.08	6207.11	--										

Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

			Ground Water Measurement Data				Analytical Results & Action Levels									
Event Code	Sample Code	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	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

			<u>Ground Water Measurement Data</u>				<u>Analytical Results & Action Levels</u>									
Event Code ^a	Sample Code ^b	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	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																
<u>MW-300</u>																
	R20	FD	8/6/2012	6.83	6209.52	--										
	R21	N	8/1/2013	7.03	6209.32	--										
	R22	N	8/11/2014	7.16	6209.19	--										
	R22	FD	8/11/2014	7.16	6209.19	--										
	R24	N	10/6/2015	6.56	6209.79	--										
	R26	N	10/21/2016	6.21	6210.14	--										
<u>MW-301</u>																
	BL	N	9/11/2001	5.24	6208.08	--										
	R6	N	10/4/2004	5.05	6208.27	--										
	R7	N	5/14/2005	4.59	6208.73	--										
	R7	FD	5/14/2005	4.59	6208.73	--										
	R8	N	10/5/2005	4.79	6208.53	--										
	R9	N	5/7/2006	5.04	6208.28	--										
	R10	N	9/26/2006	4.85	6208.47	--										
	R11	N	5/22/2007	5.02	6208.30	--										
	R12	N	10/4/2007	5.17	6208.15	--										
	R13	N	5/15/2008	5.37	6207.95	--										
	R14	N	10/2/2008	5.49	6207.83	--										
	R15	N	5/14/2009	5.23	6208.09	--										
	R16	N	9/24/2009	5.38	6207.94	--										
	R17	N	5/20/2010	5.29	6208.03	--										
	R17	FD	5/20/2010	5.29	6208.03	--										
	R19	N	7/13/2011	5.50	6207.82	--										
	R20	N	8/6/2012	5.60	6207.72	--										
	R21	N	8/1/2013	5.32	6208.00	--										
	R22	N	8/12/2014	5.55	6207.77	--										
	R24	N	10/7/2015	5.33	6207.99	--										
	R26	N	10/21/2016	4.96	6208.36	--										
<u>MW-375</u>																
	BL	N	9/12/2001	5.34		--										
	R19	N	7/14/2011	5.70		--										
	R20	N	8/6/2012	NM	NM	--										
	R21	N	8/1/2013	NM	NM	--										
	R22	N	8/11/2014	NM	NM	--										
	R24	N	10/6/2015	4.76		--										
<u>MW-406</u>																
	BL	N	9/11/2001	2.55	6214.03	--										

Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

			Ground Water Measurement Data				Analytical Results & Action Levels									
Event Code ^a	Sample Code ^b	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	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

			<u>Ground Water Measurement Data</u>				<u>Analytical Results & Action Levels</u>									
Event Code ^a	Sample Code ^b	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	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																
<u>MW-407</u>																
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
<u>MW-408</u>																
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

			<u>Ground Water Measurement Data</u>				<u>Analytical Results & Action Levels</u>									
Event ^a Code	Sample ^b Code	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	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																
<u>MW-408</u>																
	R9	N	5/7/2006	4.50	6209.94	--										
	R10	N	9/26/2006	4.55	6209.89	--										
	R11	N	5/23/2007	5.13	6209.31	--										
	R12	N	10/5/2007	NM	NM	--	No Sample Taken, Well Destroyed									
<u>MW-509</u>																
	R2	N	11/5/2002	6.44	6209.12	--										
	R3	N	5/1/2003	6.11	6209.45	--										
	R4	N	10/1/2003	5.86	6209.70	--										
	R5	N	5/20/2004	5.62	6209.94	--										
	R6	N	10/4/2004	5.21	6210.35	--										
	R7	N	5/14/2005	4.69	6210.87	--										
	R8	N	10/5/2005	4.83	6210.74	--										
	R9	N	5/8/2006	NM	NM	--										
	R9	N	5/8/2006	4.98	6210.58	--										
	R9	N	5/8/2006	NM	NM	--										
	R9	N	5/8/2006	4.98	6210.58	--										
	R9	FD	5/8/2006	4.98	6210.58	--										
	R9	FD	5/8/2006	4.98	6210.58	--										
	R9	FD	5/8/2006	NM	NM	--										
	R9	FD	5/8/2006	NM	NM	--										
	R10	N	9/27/2006	5.05	6210.51	--										
	R11	N	5/23/2007	5.09	6210.47	--										
	R12	N	10/3/2007	5.34	6210.22	--										
	R13	N	5/15/2008	5.49	6210.07	--										
	R14	N	10/1/2008	6.03	6209.53	--										
	R15	N	5/13/2009	5.47	6210.09	--										
	R16	N	9/25/2009	6.30	6209.26	--										
	R17	N	5/12/2010	5.75	6209.81	--										
	R18	N	10/15/2010	6.52	6209.04	--										
	R18	FD	10/15/2010	6.52	6209.04	--										
	R19	N	7/12/2011	6.42	6209.14	--										
	R20	N	8/6/2012	6.77	6208.79	--										
	R21	N	8/1/2013	6.97	6208.59	--										
	R22	N	8/12/2014	7.11	6208.45	--										
	R22	FD	8/12/2014	7.11	6208.45	--										
	R24	N	10/6/2015	6.32	6209.24	--										

Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

			<u>Ground Water Measurement Data</u>				<u>Analytical Results & Action Levels</u>									
Event Code ^a	Sample Code ^b	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	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																
<u>MW-TT-1</u>																
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
<u>MW-TT-2</u>																
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

			<u>Ground Water Measurement Data</u>				<u>Analytical Results & Action Levels</u>									
Event Code ^a	Sample Code ^b	Sample Date	Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	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																
<u>MW-TT-2</u>																
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
<u>MW-TT-2R</u>																
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

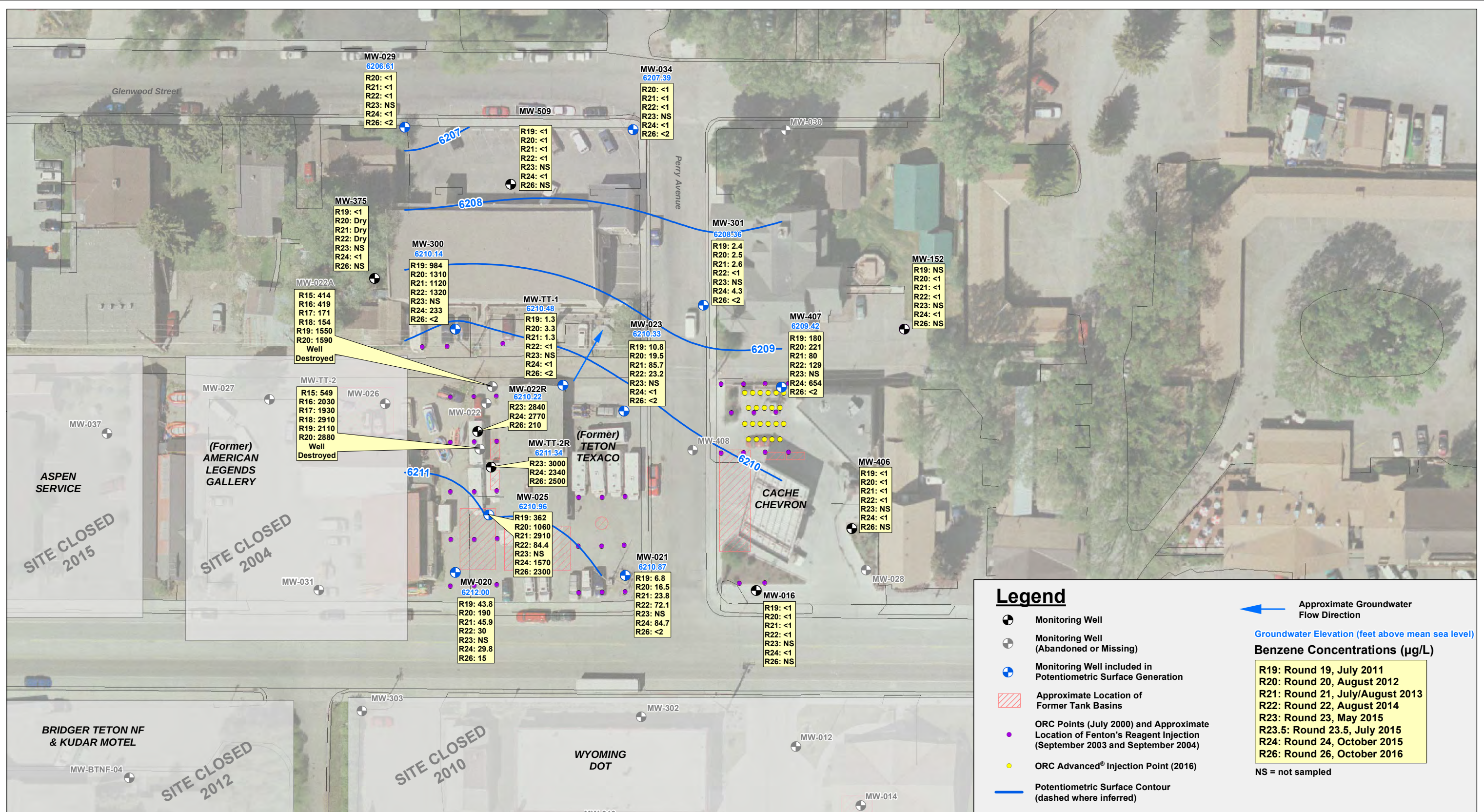
Table 7-2: Teton Texaco/Cache Chevron Sampling Data - Metals & Fuel Oxygenates

Event Code	Sample Code	Sample Date	Ground Water Measurement Data				Analytical Results & Action Levels							
			Depth to Water (ft)	GW Elevation (ft AMSL)	Free Product Thickness (ft)	Comments	Lead	Lead-	Cadmium	Cadmium-	Chromium	Chromium-	DIPE	ETBE
							(mg/L)	Dissolved	(mg/L)	Dissolved	(mg/L)	Dissolved	(µg/L)	(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

Q:\Projects\wy-dec\Jackson05 Analysis and Engineering\Jackson CAD and GIS Files\Round26\Figure7-1 GW Concs NorthJacksonSites.mxd

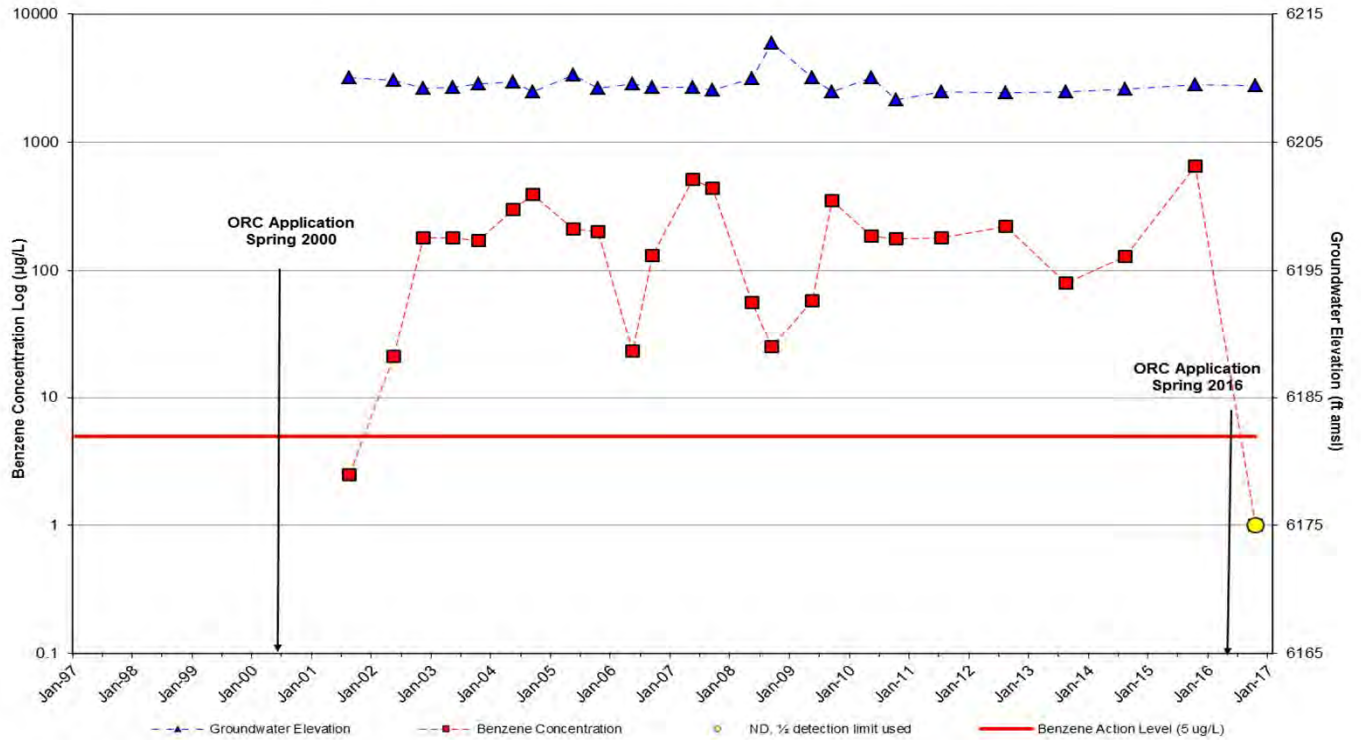


30 0 30 60 Feet

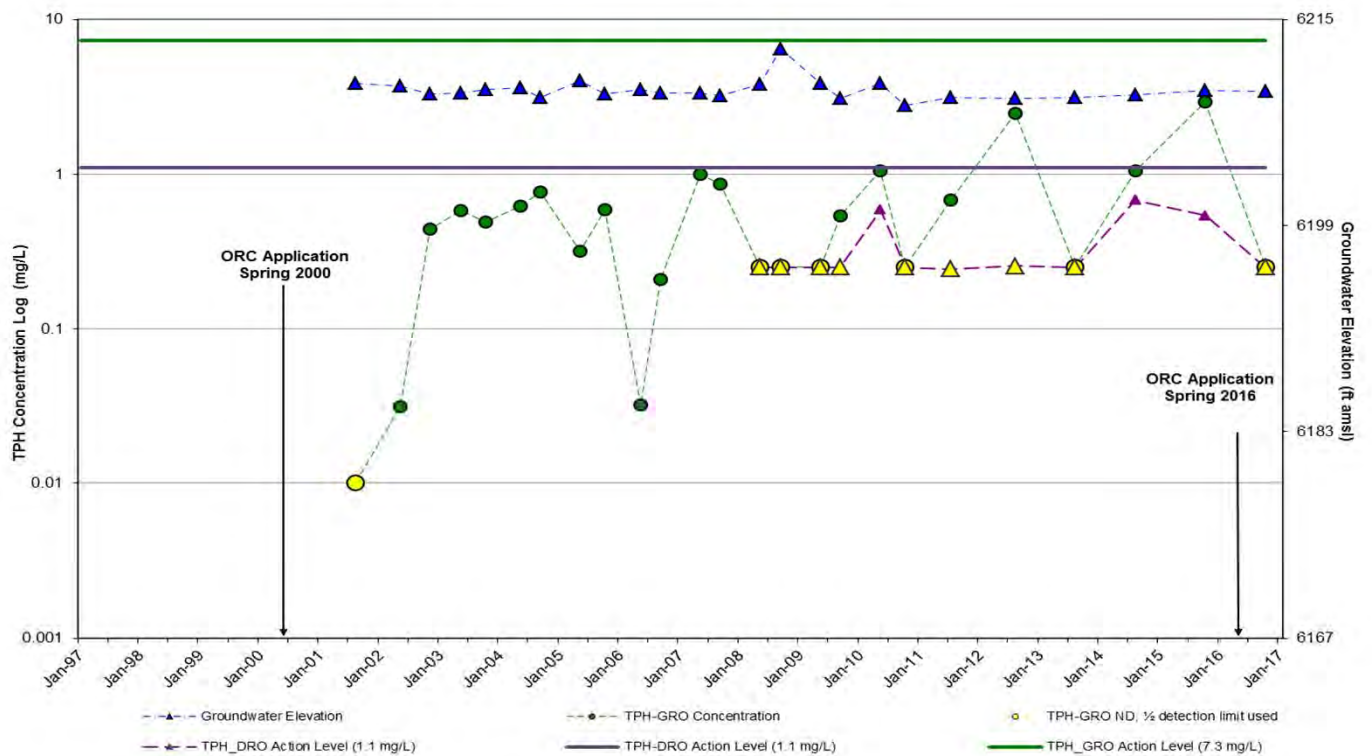


**Historic Benzene Concentrations and
Round 26 Potentiometric Surface
North Jackson Sites
Jackson Remediation Project
Jackson, WY**

MW-407 Benzene Concentrations and Groundwater Elevations



MW-407 TPH Concentrations and Groundwater Elevations



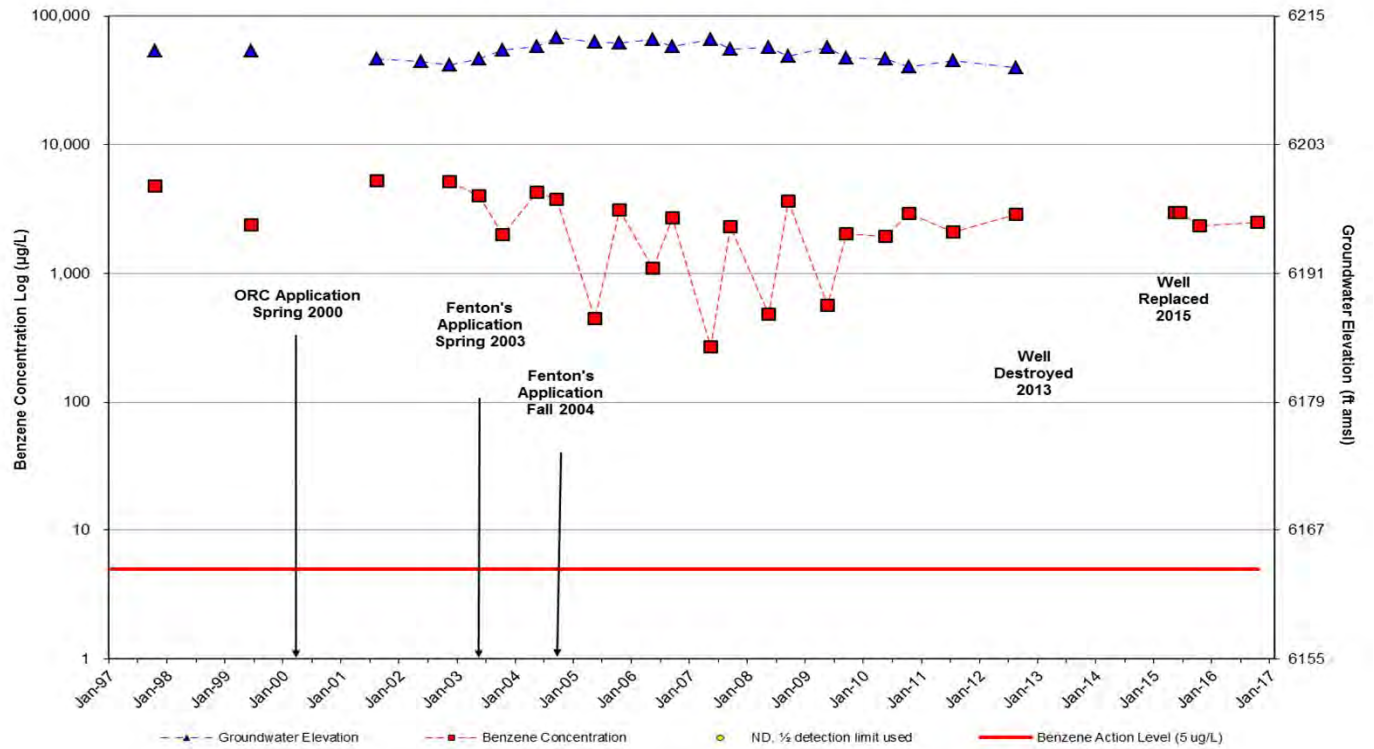
Jackson LAUST
Jackson, WY

Trend Analysis for MW-407 Cache Chevron Site, 1997-2016

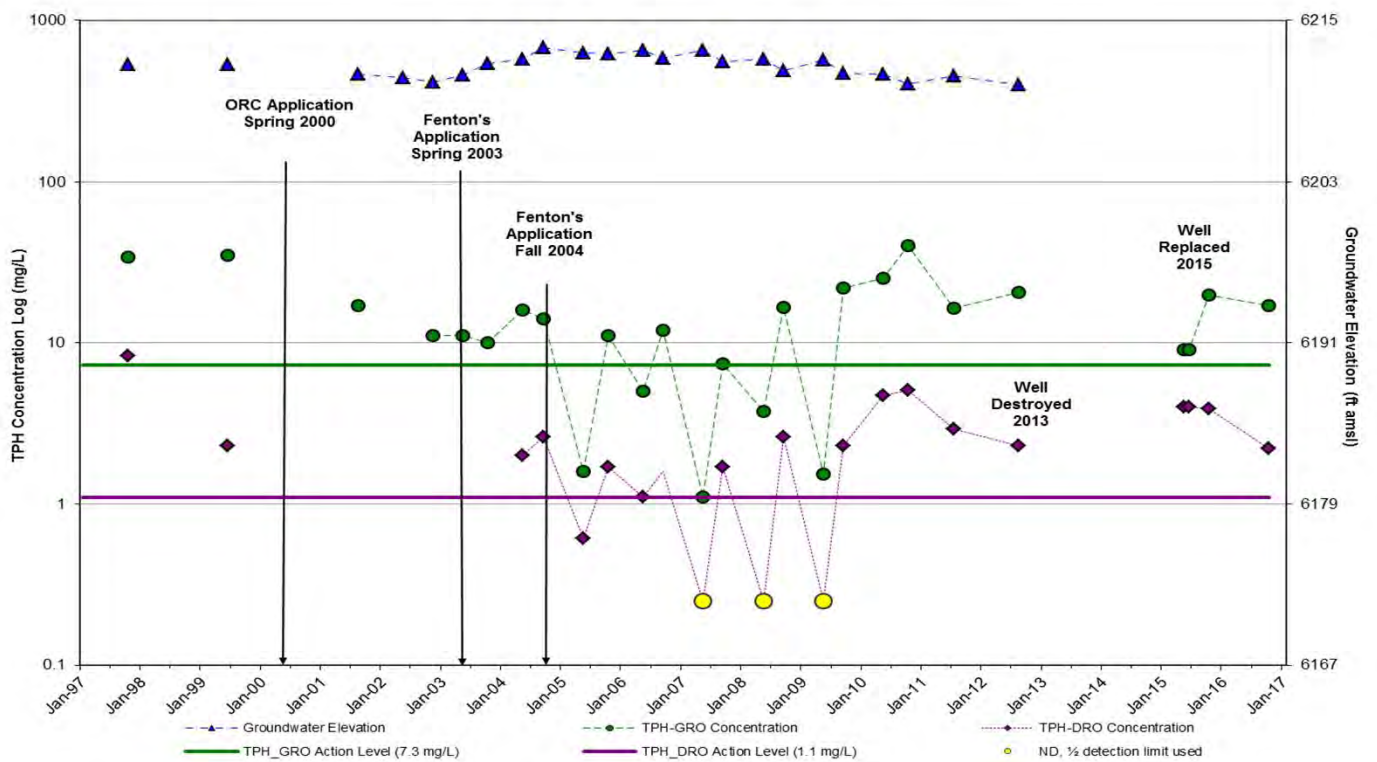
Chart 7-1

URS

MW-TT-2/MW-TT-2R Benzene Concentrations and Groundwater Elevations



MW-TT-2/MW-TT-2R TPH Concentrations and Groundwater Elevations



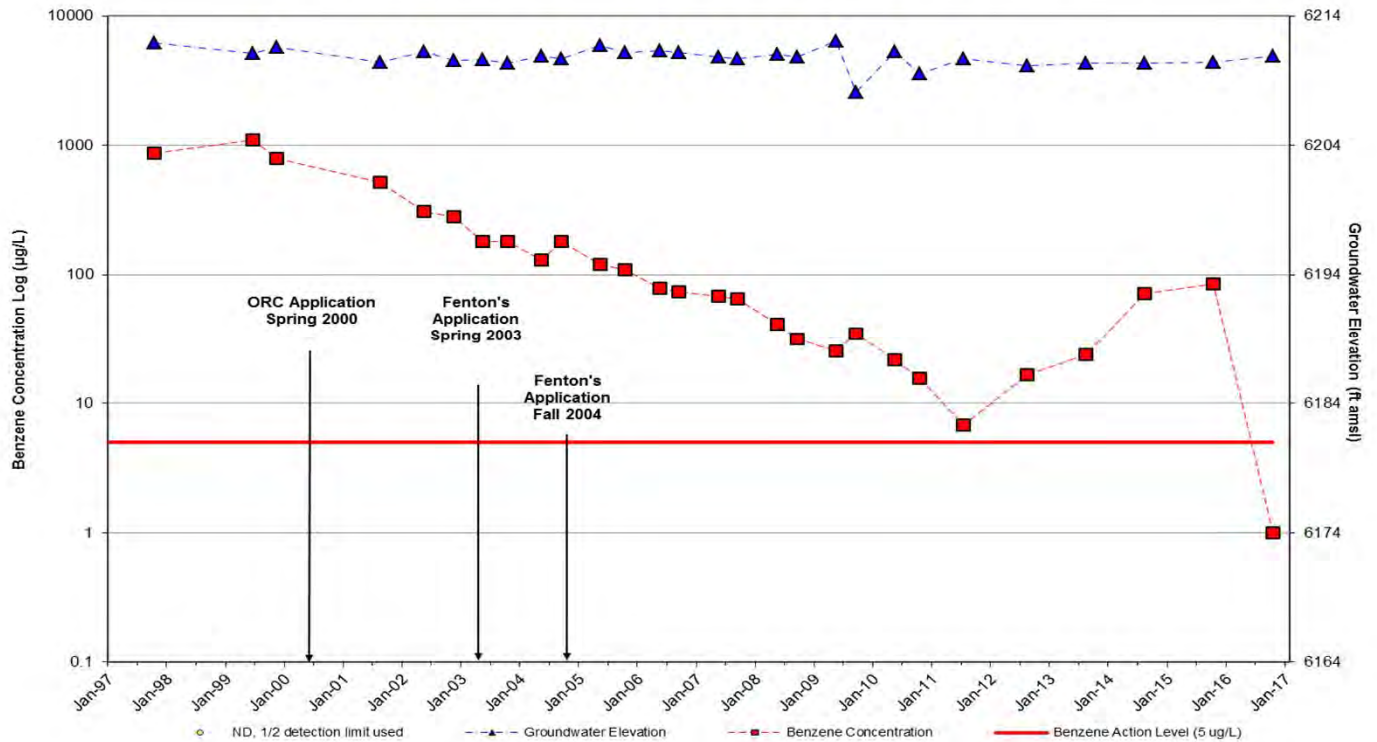
Jackson LAUST
Jackson, WY

Trend Analysis for MW-TT-2/TT-2R Teton Texaco Site, 1997-2016

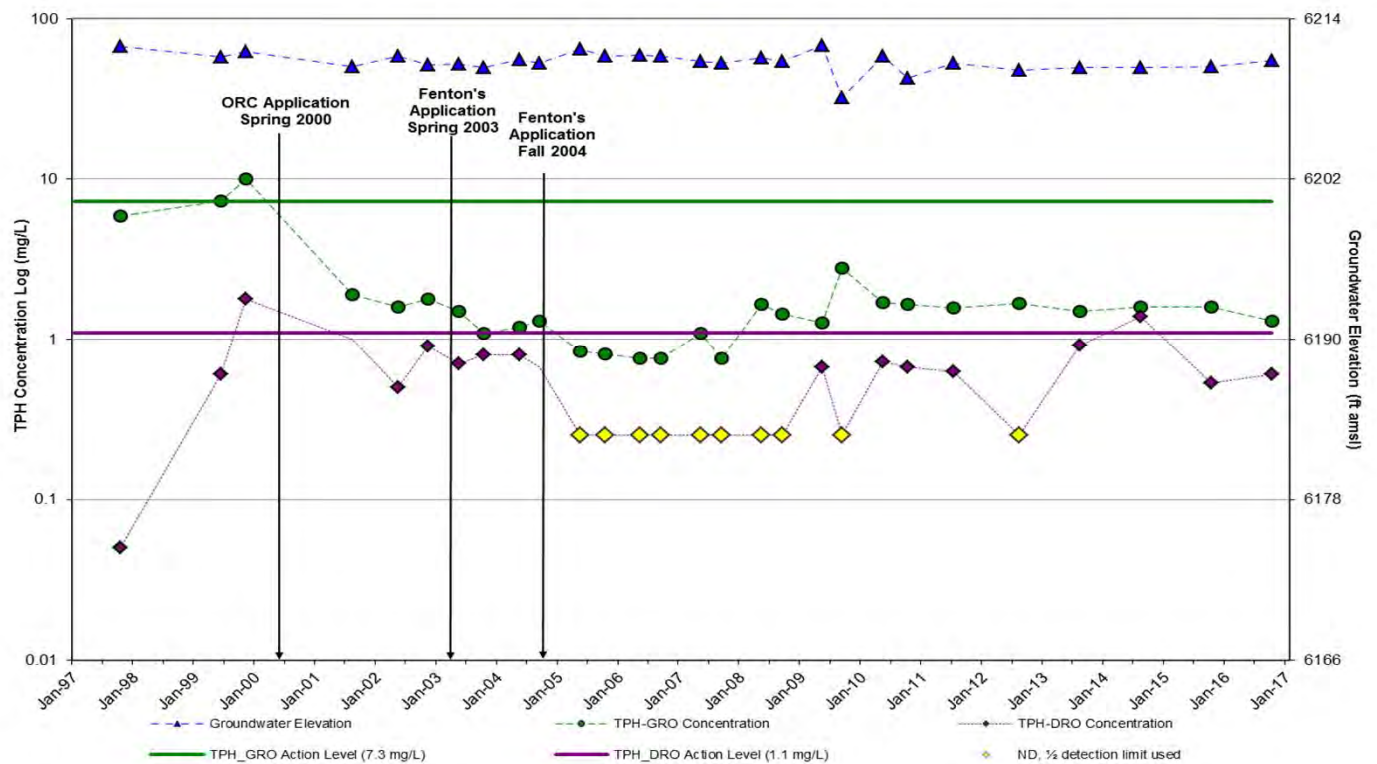
Chart 7-2

URS

MW-021 Benzene Concentrations and Groundwater Elevations



MW-021 TPH Concentrations and Groundwater Elevations



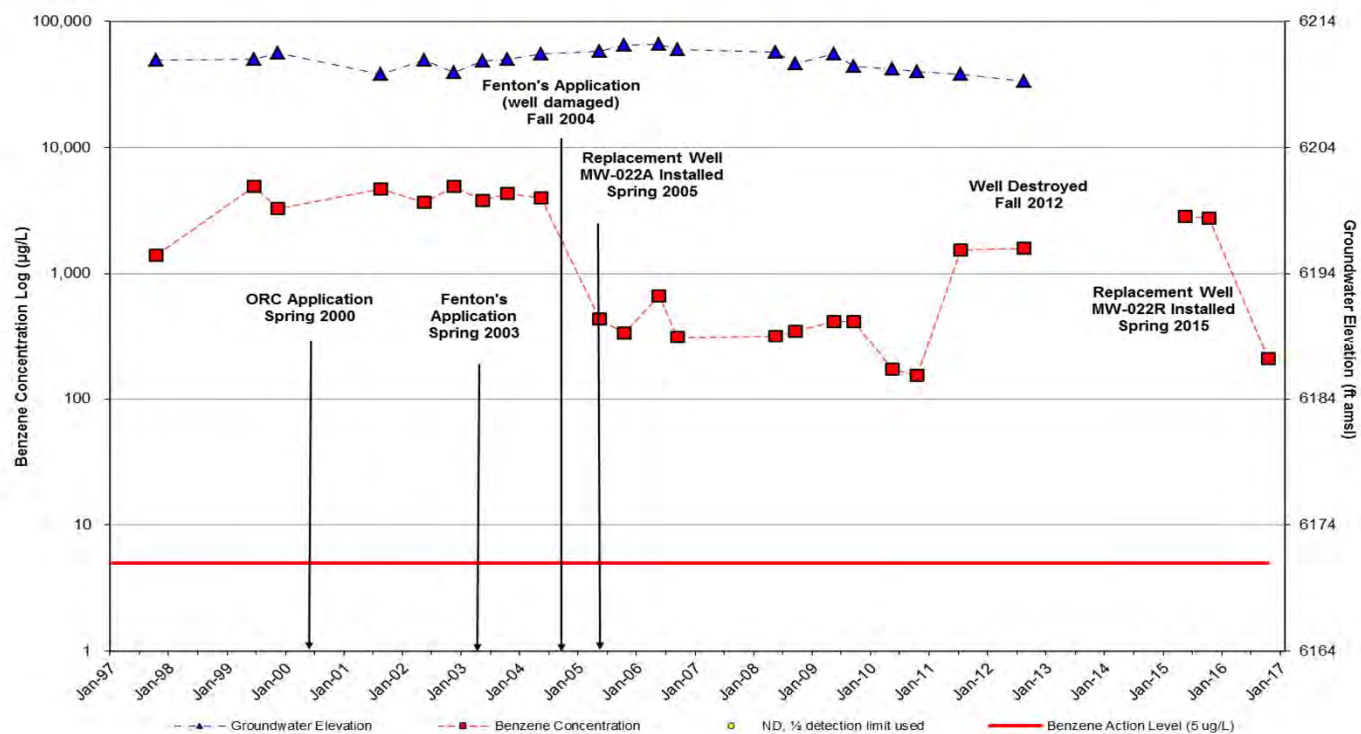
Jackson LAUST
Jackson, WY

Trend Analysis for MW-021 Teton Texaco Site, 1997-2016

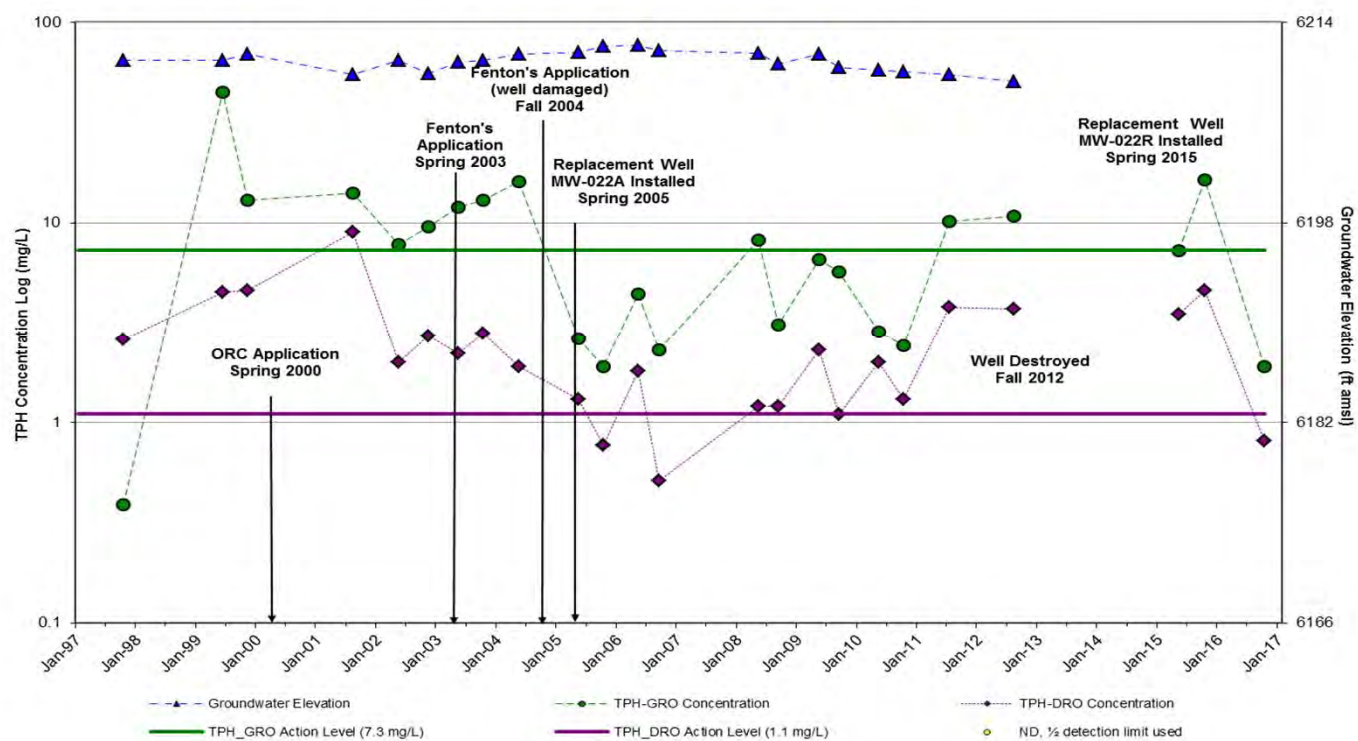
Chart 7-3

URS

MW-022/MW-022A/MW-22R Benzene Concentrations and Groundwater Elevations



MW-022/MW-022A/MW-022R TPH Concentrations and Groundwater Elevations



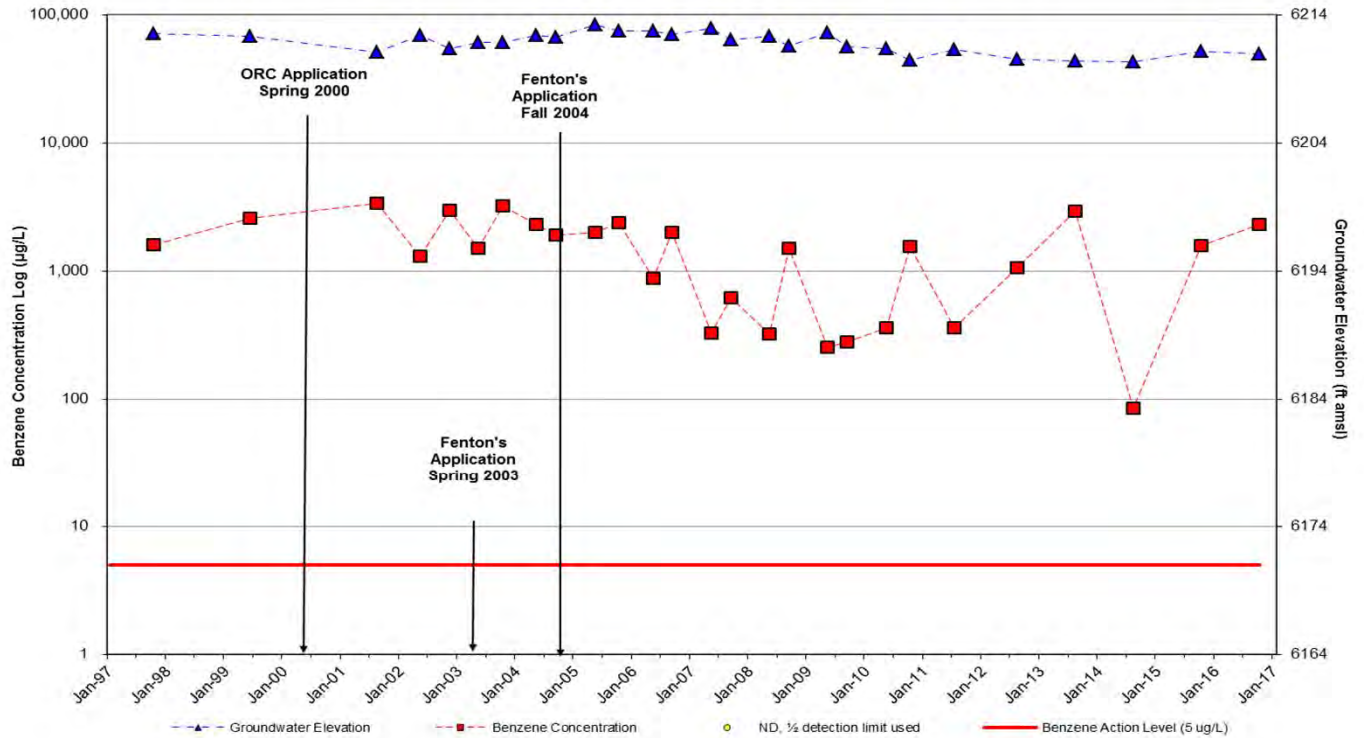
Jackson LAUST
Jackson, WY

Trend Analysis for MW-022/022A/022R Teton Texaco Site,
1997-2016

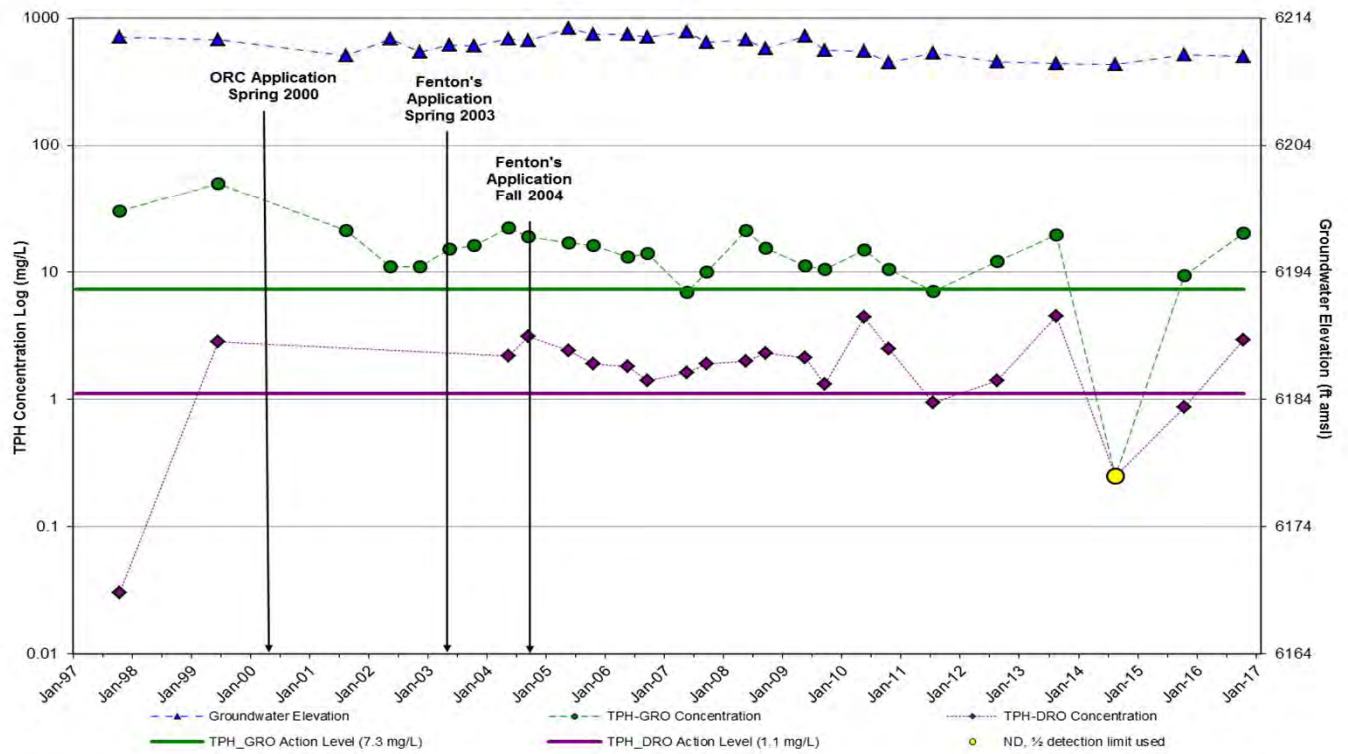
Chart 7-4

URS

MW-025 Benzene Concentrations and Groundwater Elevations



MW-025 TPH Concentrations and Groundwater Elevations



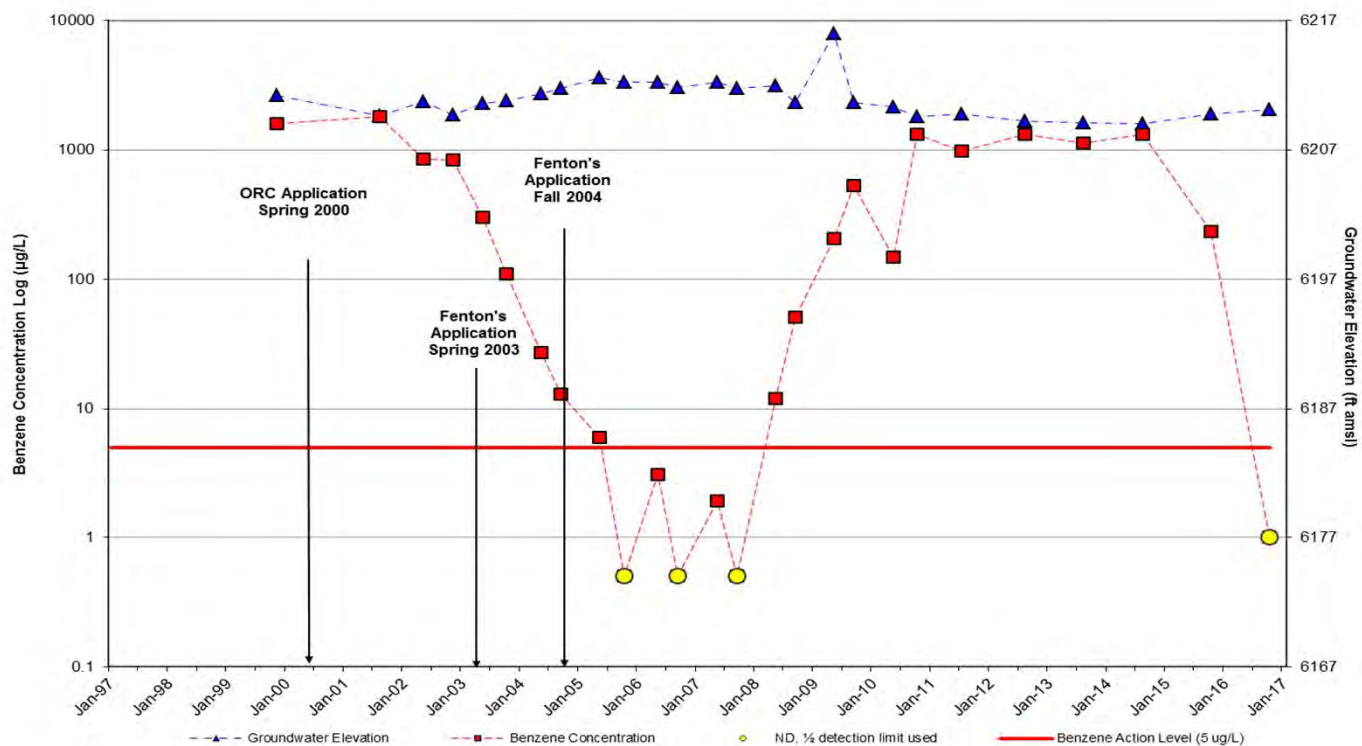
Jackson LAUST
Jackson, WY

Trend Analysis for MW-025 Teton Texaco Site, 1997-2016

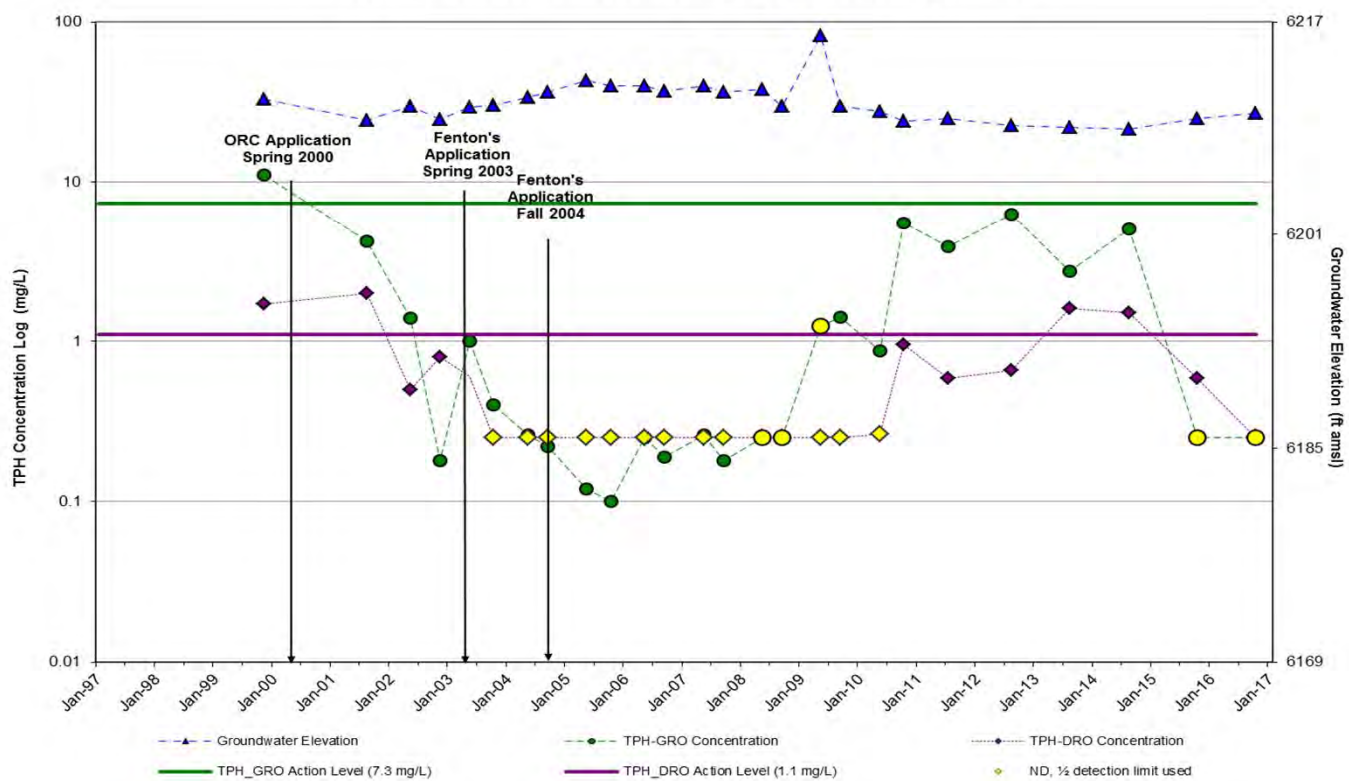
Chart 7-5

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

North Cache Hotel and Residence

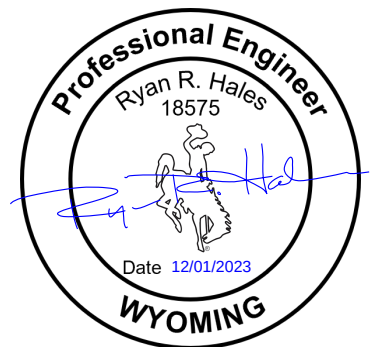
Traffic Impact Study



Jackson, Wyoming

November 30, 2023

UT22-2318



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:
 - Merfill 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 / Merfill 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

TABLE OF CONTENTS

EXECUTIVE SUMMARY	i
SUMMARY OF KEY FINDINGS & RECOMMENDATIONS	ii
TABLE OF CONTENTS	iii
LIST OF TABLES	iv
LIST OF FIGURES	iv
I. INTRODUCTION	1
A. Purpose	1
B. Scope	2
C. Analysis Methodology	2
D. Level of Service Standards	2
II. EXISTING (2022) BACKGROUND CONDITIONS.....	4
A. Purpose	4
B. Roadway System	4
C. Traffic Volumes	4
D. Level of Service Analysis	5
E. Queuing Analysis	5
F. Mitigation Measures	8
III. OPENING DAY (2026) BACKGROUND CONDITIONS	9
A. Purpose	9
B. Roadway Network	9
C. Traffic Volumes	9
D. Level of Service Analysis	9
E. Queuing Analysis	9
F. Mitigation Measures	9
IV. PROJECT CONDITIONS	13
A. Purpose	13
B. Project Description	13
C. Trip Generation	13
D. Trip Distribution and Assignment	14
E. Access	17
V. OPENING DAY (2026) PLUS PROJECT CONDITIONS.....	18
A. Purpose	18
B. Traffic Volumes	18
C. Level of Service Analysis	18
D. Queuing Analysis	21
E. Mitigation Measures	21
F. Auxiliary Lanes	21
 Appendix A: Project Site Plan	
Appendix B: Turning Movement Counts	
Appendix C: LOS Results	
Appendix D: Queuing Results	

LIST OF TABLES

Table 1: Level of Service Description	3
Table 2: Existing (2022) Background Peak Hour LOS	5
Table 3: Opening Day (2026) Background Peak Hour LOS	12
Table 4: Project Land Uses.....	13
Table 5: Trip Generation	14
Table 6: Trip Distribution.....	14
Table 7: Opening Day (2026) Plus Project Peak Hour LOS	18

LIST OF FIGURES

Figure 1: Vicinity map showing the project location in Jackson, Wyoming	1
Figure 2: Existing (2022) background peak hour traffic volumes	6
Figure 3: Opening Day (2026) background peak hour traffic volumes	10
Figure 4: Trip assignment for the peak hours.....	15
Figure 5: Opening Day (2026) plus project peak hour traffic volumes.....	19
Figure 6: WYDOT Right-Turn Warrants, ≤ 40 mph	22
Figure 7: AASHTO Left-Turn Warrants for Intersections on Arterials in Urban Areas.....	22

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:

- Merrell Avenue / Cache Street (U.S. 89)
- Perry Street / Cache Street (U.S. 89)
- Glenwood Street / Merrell Avenue
- Perry Street / Glenwood Street

The counts for the latter three intersections were performed on Tuesday, September 6, 2022, and the counts for Merrell Avenue / Cache Street (U.S. 89) were performed on Tuesday, July 23, 2019. The Merrell 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.

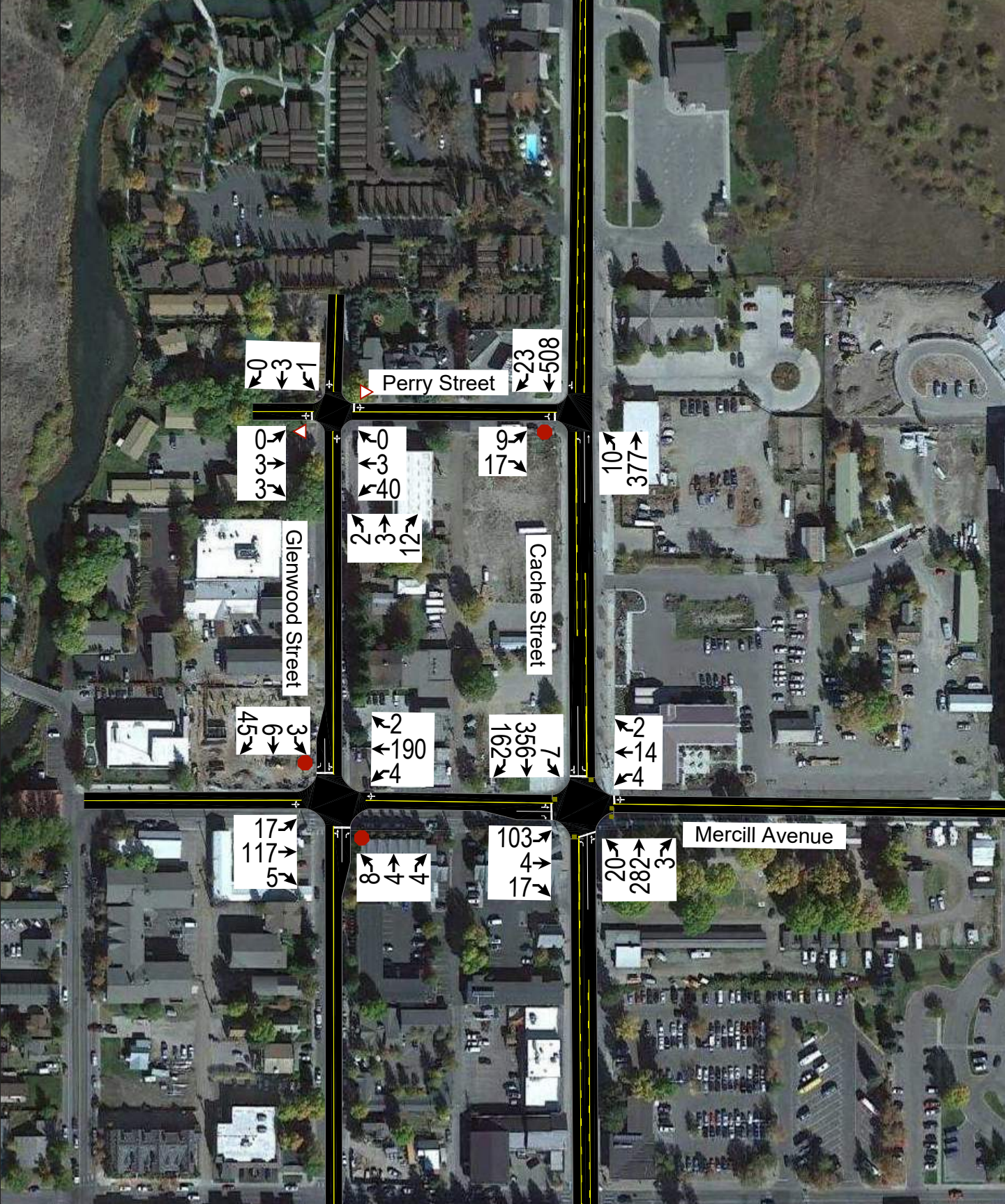
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

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.





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 Merrell 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

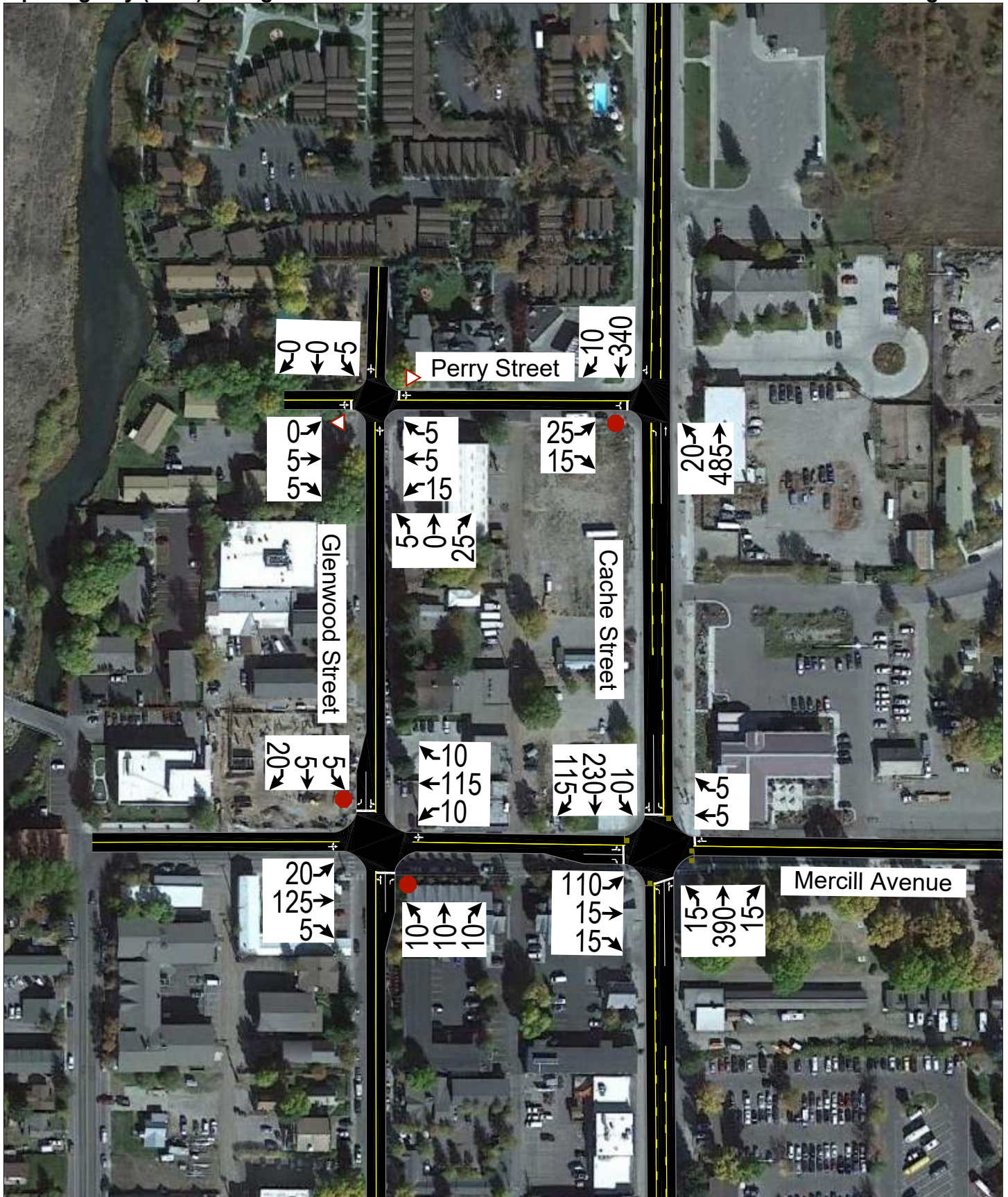
Hales Engineering determined that all study intersections are anticipated to operate at acceptable levels of service during the morning and evening peak hours in opening day (2026) background conditions, as shown in Table 3. These results serve as a baseline condition for the impact analysis of the proposed 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.



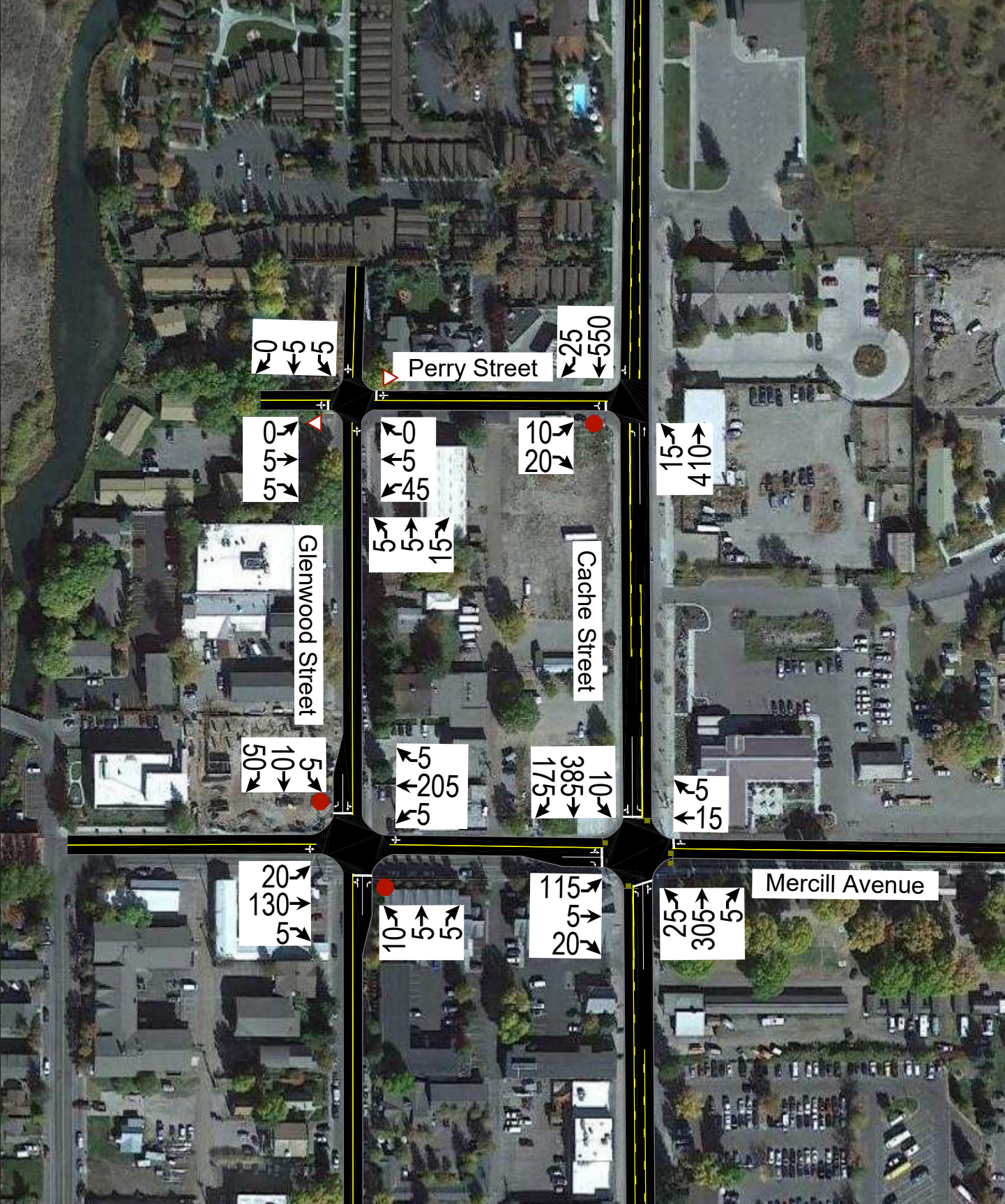


Table 3: Opening Day (2026) Background Peak Hour LOS

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

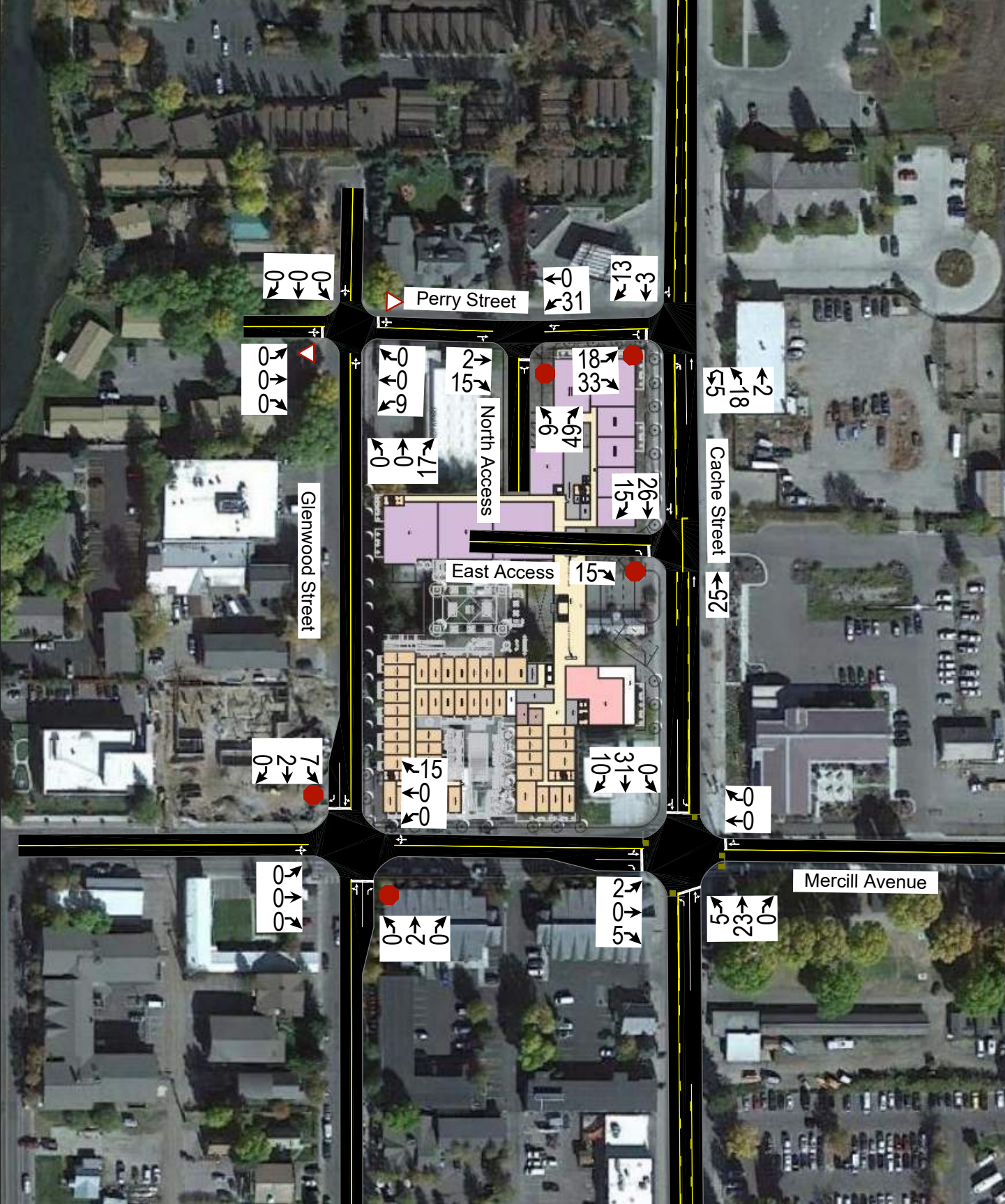
D. Trip Distribution and Assignment

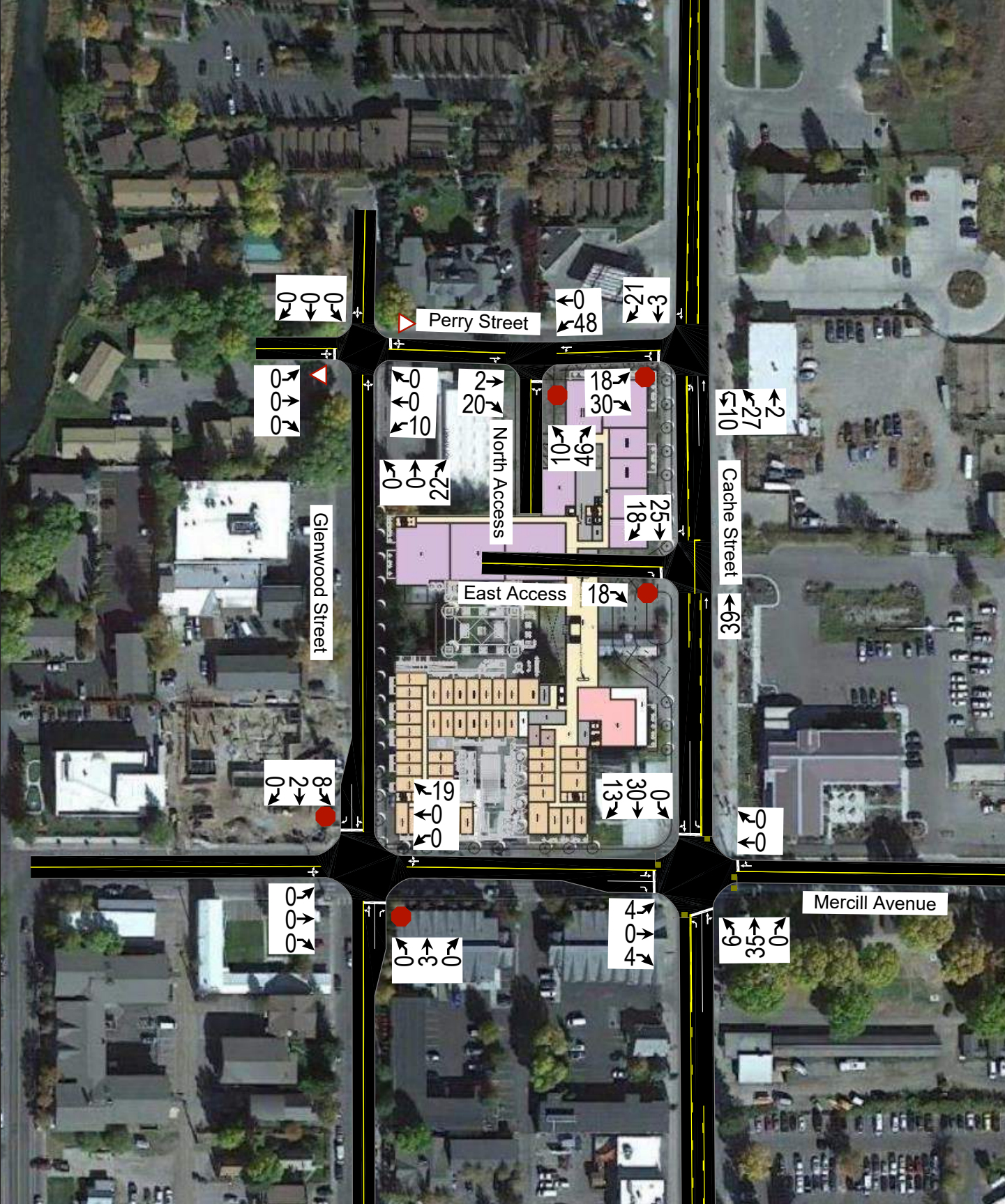
Project traffic is assigned to the roadway network based on the type of trip and the proximity of project access points to major streets, high population densities, and regional trip attractions. Existing travel patterns observed during data collection also provide helpful guidance to establishing these 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.





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.

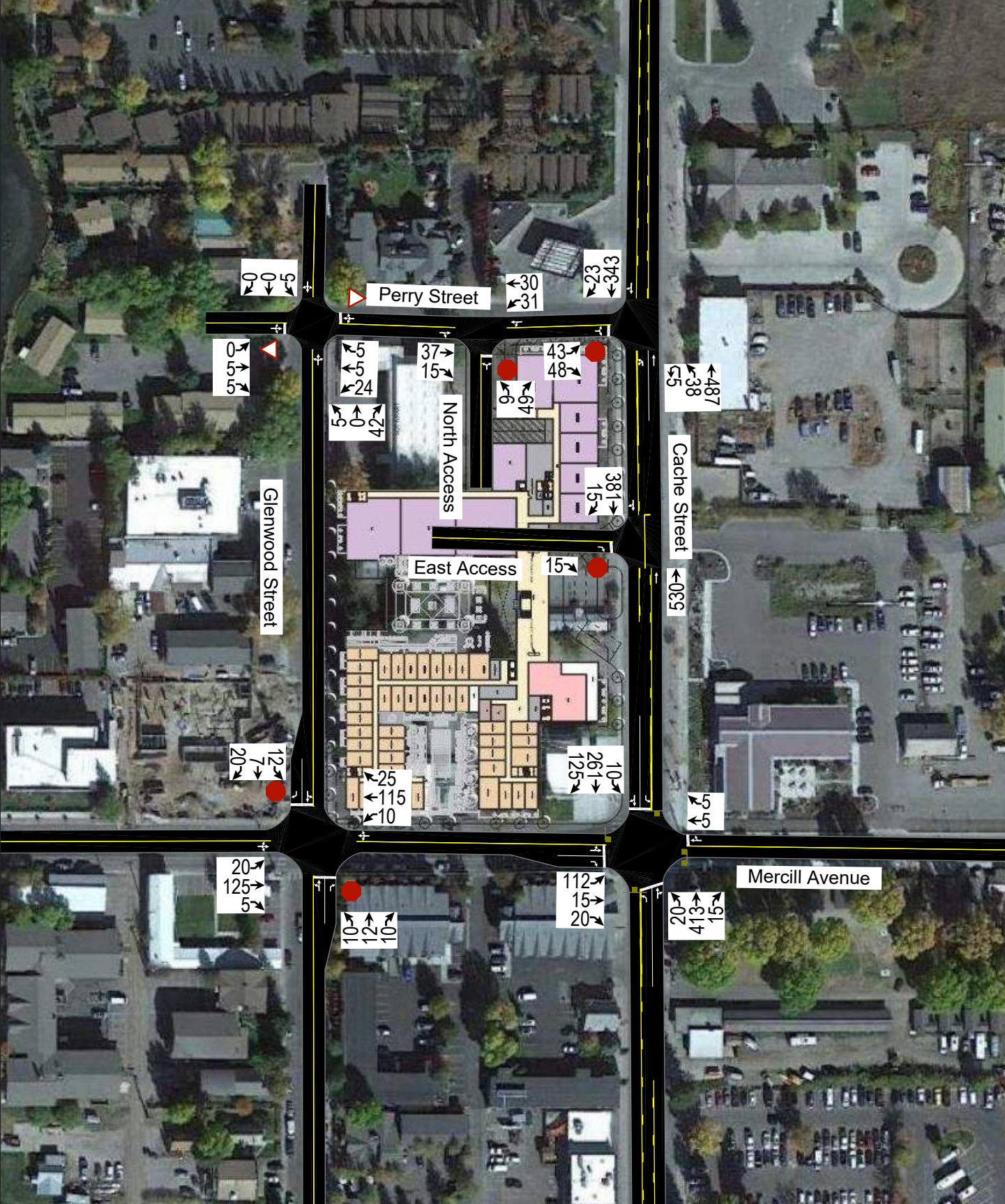
Table 7: Opening Day (2026) Plus Project Peak Hour LOS

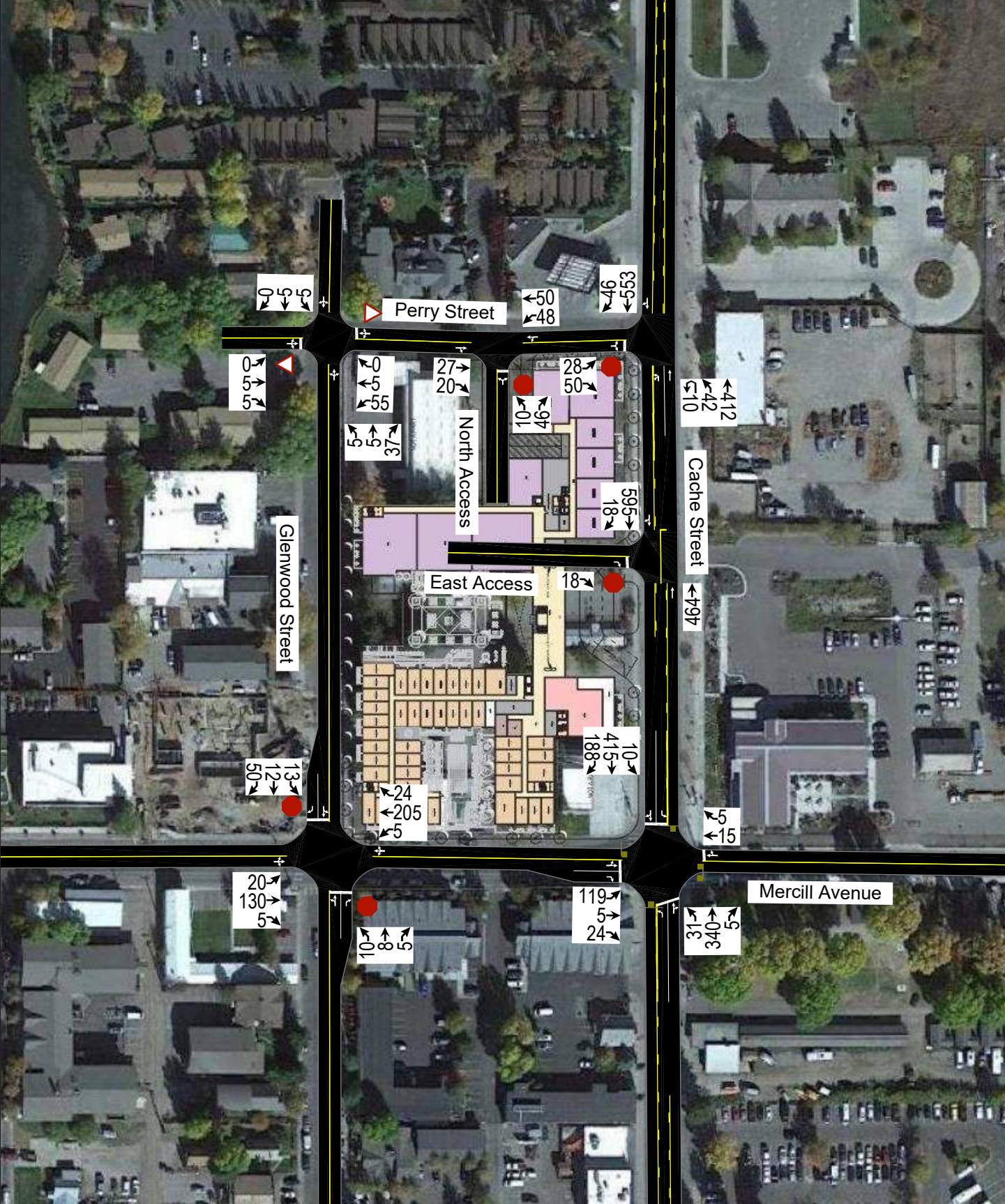
Intersection		LOS (Sec. Delay / Veh.) / Movement ¹	
Description	Control	Morning Peak	Evening Peak
Mercill Avenue / Cache Street (U.S. 89)	Signal	A (8.5)	A (8.4)
Perry Street / Cache Street (U.S. 89)	EB Stop	b (11.9) / EBL	b (12.9) / EBL
Glenwood Street / Mercill Avenue	NB/SB Stop	a (7.2) / NBT	a (7.6) / 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





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 6 and 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.

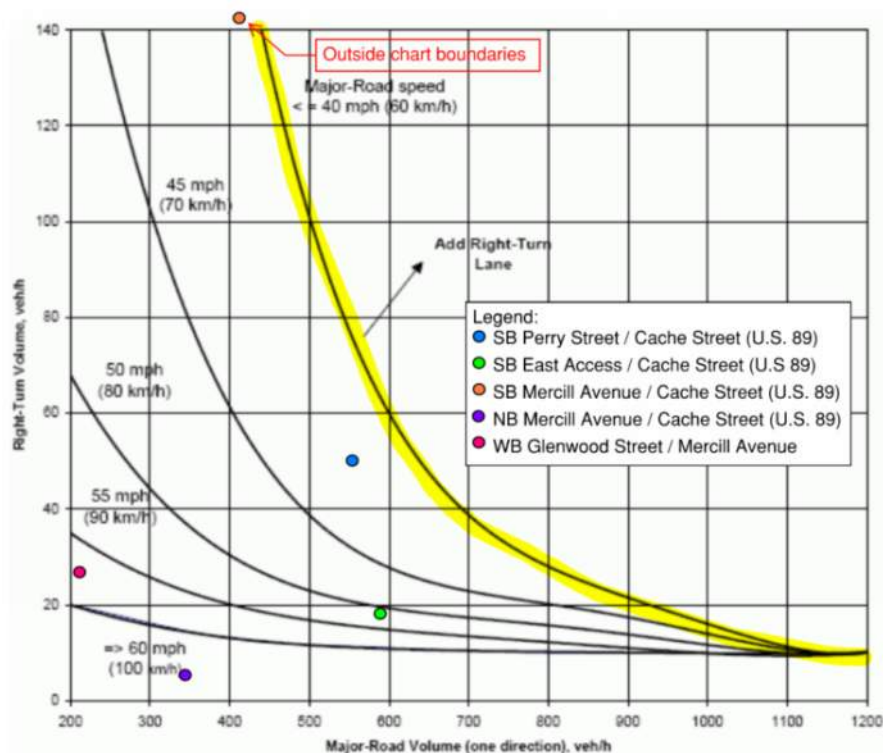


Figure 6: WYDOT Right-Turn Warrants, ≤ 40 mph

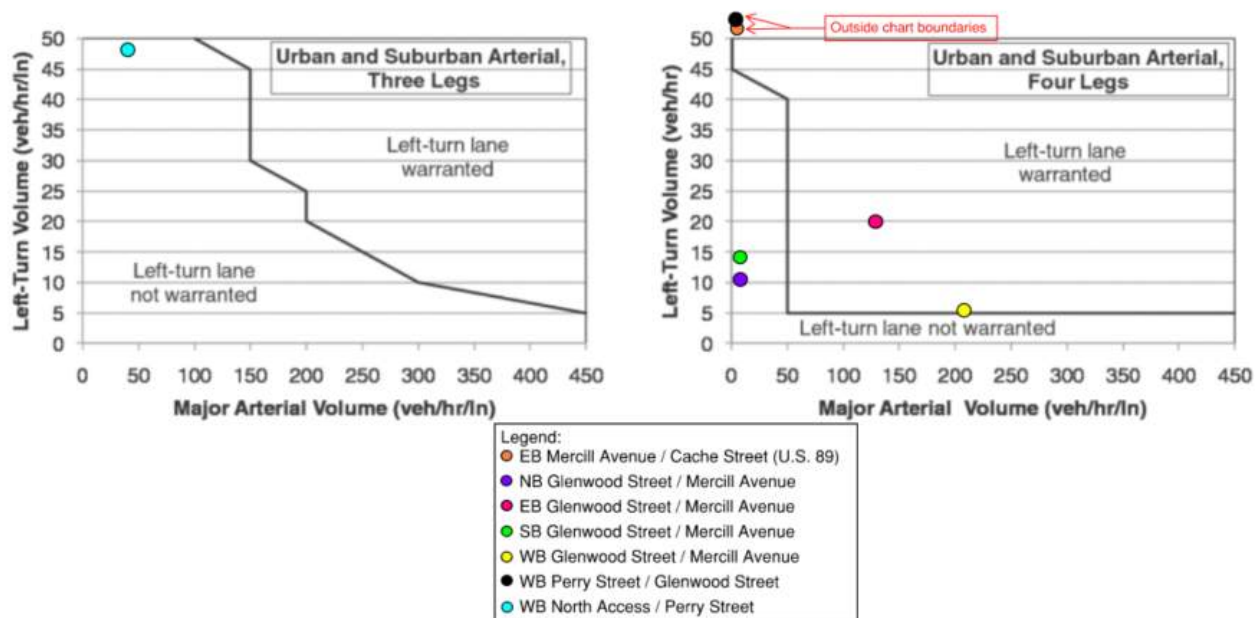


Figure 7: AASHTO Left-Turn Warrants for Intersections on Arterials in Urban Areas

APPENDIX A

Site Plan

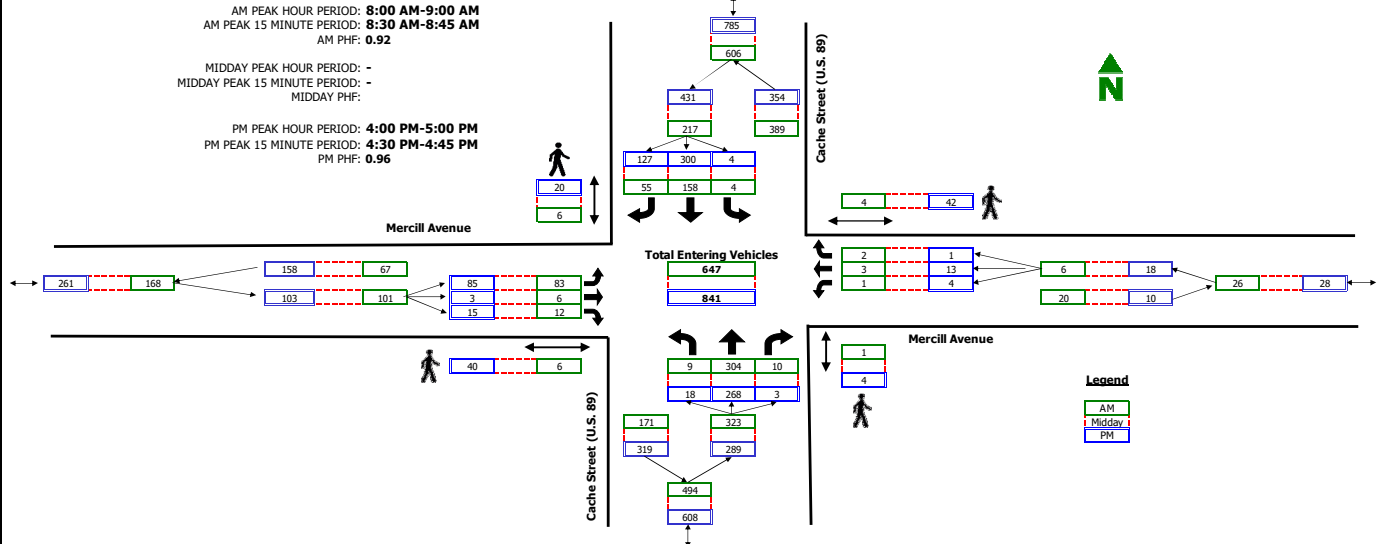
APPENDIX B

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

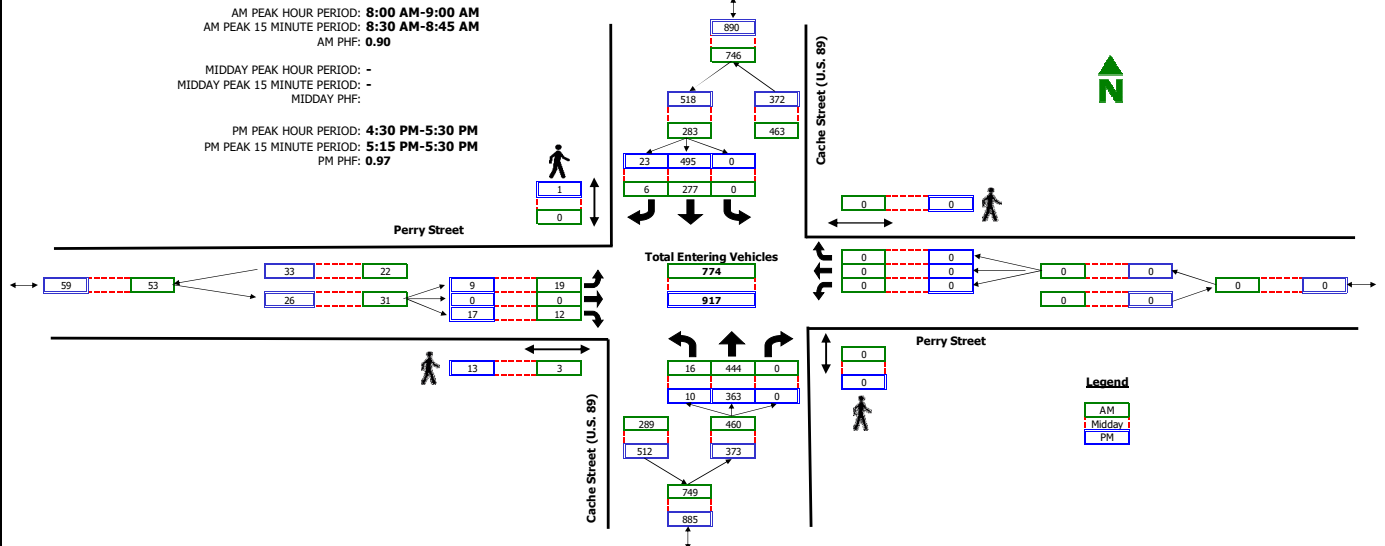


RAW COUNT SUMMARIES	Cache Street (U.S. 89) Northbound				Cache Street (U.S. 89) Southbound				Mercill Avenue Eastbound				Mercill Avenue Westbound				TOTAL
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
AM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	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



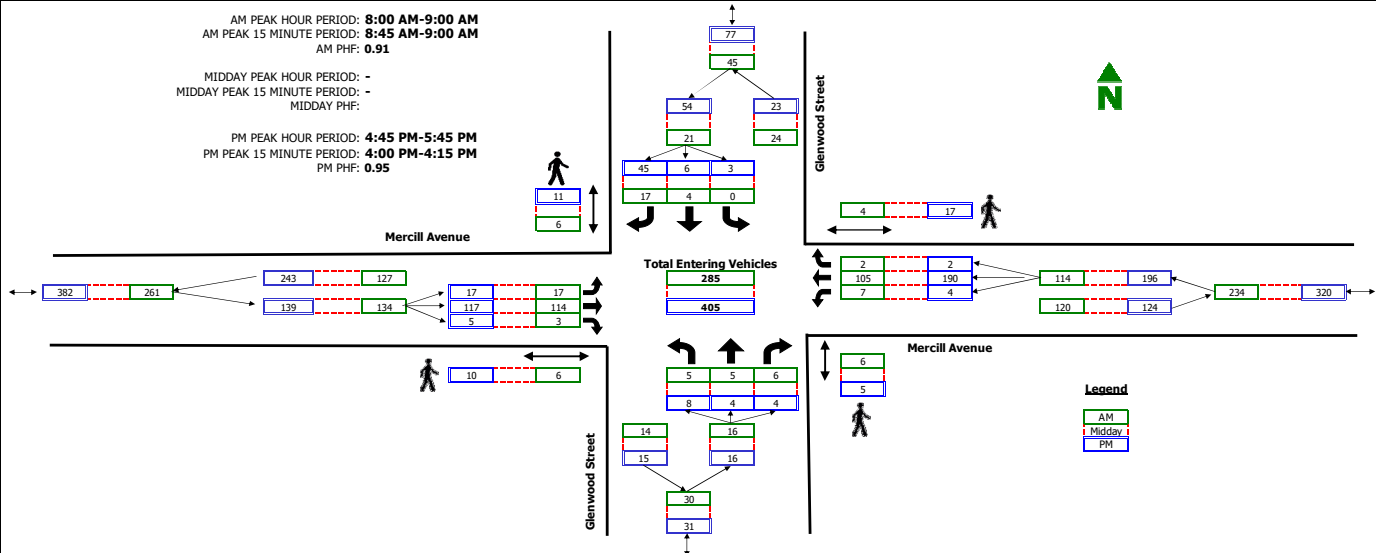
RAW COUNT SUMMARIES	Cache Street (U.S. 89) Northbound				Cache Street (U.S. 89) Southbound				Perry Street Eastbound				Perry Street Westbound				TOTAL
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
AM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	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



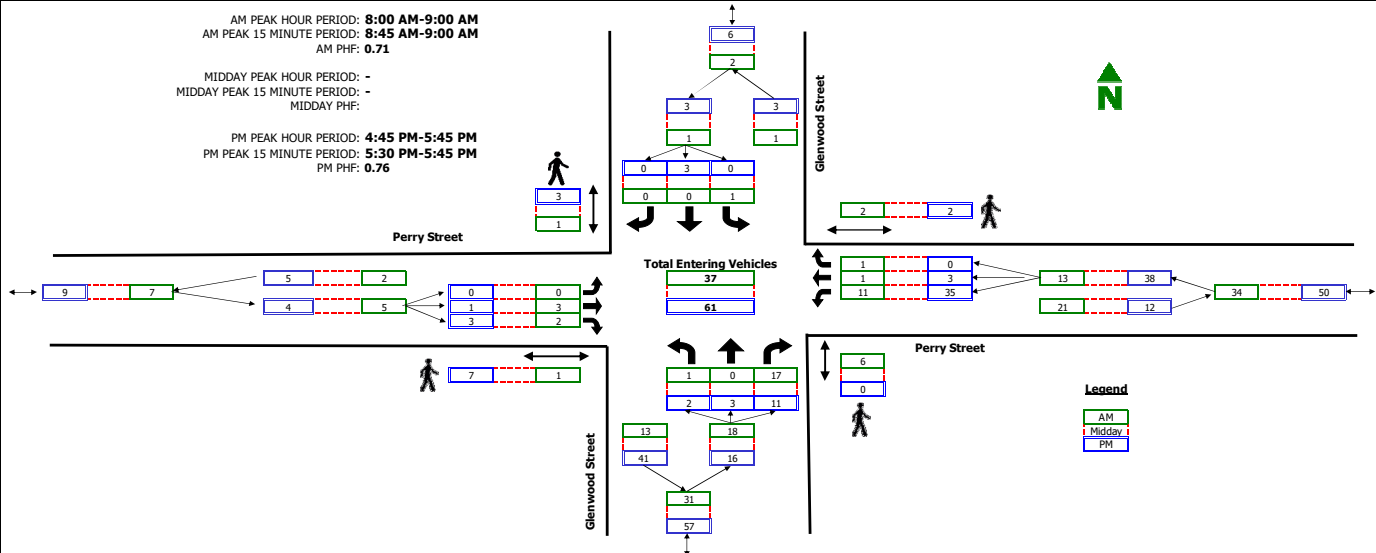
RAW COUNT SUMMARIES	Glenwood Street Northbound				Glenwood Street Southbound				Mercill Avenue Eastbound				Mercill Avenue Westbound				TOTAL
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
AM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	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	2	1	2	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	0	1	3	0	0	1	1	0	0	0	0	4	4	1	0	1	12
17:30 - 17:45	1	0	4	0	0	0	0	0	0	1	2	1	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

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 & Merfill 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

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 & Merfill 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

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 & Merfill 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

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 & Merfill 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

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

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 & Merfill 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

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

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 & Merfill 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

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



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

[illegible]

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

[illegible]

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



Project #: UT22-2318

[illegible]

SimTraffic Queueing Report

Project: Jackson - North Cache Hotel and Residence TIS

Analysis: Opening Day (2026) Plus Project

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft



Project #: UT22-2318

[illegible]

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

[illegible]

STAFF REPORT



Meeting Date:	June 3, 2024	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	FY25 Budget Resolution	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council to consider approval of a resolution adopting the Town of Jackson's Fiscal Year 2025 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 Mayor and Council are required by statute 16-4-109 and sound fiscal management practice to formally adopt an annual budget. A budget hearing must be held not later than the third Tuesday in June. After holding a public hearing, Council must adopt a budget. The budget then becomes the fiscal road map for management through which policies are implemented for the fiscal year beginning on July 1. By formally adopting the budget, the Mayor and Council are provided with a tool for measuring management's financial stewardship.

Analysis.

Town staff continues to work to balance current needs while preparing for a positive future, recognizing our responsibility to future generations. Fiscal transparency is a key priority, and this budget was prepared in accordance with applicable Wyoming Statutes and Town Ordinances. The proposed FY25 budget strives to:

- Investment in the Town's incredible staff to retain and recruit employees who provide quality services on which our community can rely.
- Resources to maintain and protect critical infrastructure including water and sewer.
- Clean drinking water, community safety, and consistent snow plowing.
- Improvements and new infrastructure added to Gregory Lane above and below ground.
- Allocations to support health and human service providers to deliver critical programs.
- A prudent reserve account providing a cushion for unforeseen challenges.

This budget includes a 0.5 Property Tax mill assessment with estimated revenues totaling \$510,582. With adoption of the budget, staff will follow the procedure and request the County Assessor assess 0.5 property tax mills within the Town of Jackson.

Below staff has provided a summary of the proposed Fiscal Year 2025 Budget including all changes directed by Council to date.

Possible Alternatives.

None.

Comprehensive Plan & Priority Alignment.

To successfully implement the Comprehensive Plan, Council must set priorities, be strategic, and be disciplined. A critical component is prioritizing and identifying the necessary level of funding to address desired goals, policies, and strategies, which is all critical to the successful implementation of Town Priorities and the Comprehensive Plan. In addition, many of the programs and strategies called for in the Comprehensive Plan come at an additional cost to the community that current funding levels cannot accommodate. Chapter 8 - Quality Community Service Provision calls for *“Timely, efficient and safe delivery of quality services and facilities in a fiscally responsible and coordinated manner.”*

Fiscal Impact.

The adopted budget serves as guide for expenditures in the following fiscal year. The fiscal impact is summarized in the resolution accompanying this staff report.

Staff Impact.

The staff impact of preparing this information is estimated at over 350 hours for all department members participating in preparing budget requests and internal staff meetings.

Attachments or Links.

Resolution 24-11 adopting the Fiscal Year 2025 Budget

Suggested Motion.

I move to approve Resolution 24-11 adopting the Town of Jackson’s fiscal year 2025 budget as presented and further direct staff to request the County Assessor assess 0.5 property mills within the Town of Jackson.

RESOLUTION 24-11

A RESOLUTION ADOPTING THE FISCAL YEAR 2024 BUDGET FOR THE
TOWN OF JACKSON, WYOMING.

WHEREAS, the Town of Jackson is subject to the provisions of the Uniform Municipal Fiscal Procedures Act as specified by Wyoming Statutes (W.S. 16-4-101 through 16-4-124); and

WHEREAS, pursuant to the Uniform Municipal Fiscal Procedures Act, the governing body for the Town of Jackson is required, by resolution or ordinance, to make the necessary appropriations and adopt a budget, subject to future amendment, for fiscal year 2025.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that the budget for fiscal year ending June 30, 2025 shall be as follows:

TOWN OF JACKSON, WYOMING
ADOPTED BUDGET FOR FISCAL YEAR 2025
ALL FUNDS - FINANCIAL SOURCES AND USES

DESCRIPTION	GENERAL FUND	SPECIAL REVENUE	CAPITAL PROJECTS	ENTERPRISE FUNDS	INTERNAL SERVICE	TOTAL FUNDS
Beginning Fund Balance	\$16,133,199	\$10,177,525	\$16,159,508	\$11,358,800	\$ 2,397,895	\$ 56,226,927
Revenues:						
Taxes	12,853,728	1,420,834	500,000	-	-	14,774,562
Licenses & Permits	1,534,843	842,000	325,000	-	-	2,701,843
Intergovernmental	15,835,834	12,943,693	516,154	175,000	-	29,470,681
Charges for Services	742,558	1,822,060	-	6,620,215	8,006,274	17,191,107
Fines & Forfeitures	310,000	-	-	-	-	310,000
Miscellaneous Revenue	1,218,377	1,346,372	913,900	468,880	104,800	4,052,329
Total Revenues	32,495,340	18,374,960	2,255,054	7,264,095	8,111,074	68,500,523
Transfers In	2,342,849	3,128,045	5,597,883	860,000	-	11,928,777
Total Sources	34,838,189	21,503,005	7,852,937	8,124,095	8,111,074	80,429,300
Expenditures:						
General Government	8,380,939	919,908	417,800	-	5,107,313	14,825,960
Public Safety	12,251,799	25,000	1,283,413	-	313,750	13,873,962
Public Works	3,875,617	-	13,892,500	12,254,198	3,568,672	33,590,987
Community Health & Human Services	1,567,651	-	-	-	-	1,567,651
Community Initiatives	530,700	1,644,398	-	-	-	2,175,098
Transit	-	17,392,354	270,580	-	-	17,662,934
Culture & Recreation	3,085,125	550,000	1,303,518	-	-	4,938,643
Debt Service	-	-	-	66,970	-	66,970
General Unallocated	390,232	-	-	-	-	390,232
Total Expenditures	30,082,063	20,531,660	17,167,811	12,321,168	8,989,735	89,092,437
Transfers Out	7,295,494	1,830,108	860,000	1,824,630	118,545	11,928,777
Total Uses	37,377,557	22,361,768	18,027,811	14,145,798	9,108,280	101,021,214
Ending Fund Balance	\$ 13,593,831	\$ 9,318,762	\$ 5,984,634	\$ 5,337,097	\$ 1,400,689	\$ 35,635,013
Change in Fund Balance	(2,539,368)	(858,763)	(10,174,874)	(6,021,703)	(997,206)	(20,591,914)

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Town Council of the Town of Jackson, the preceding results in the following budgeted appropriations by fund and division for the fiscal year ending June 30, 2025:

General Fund

General Government	
Mayor & Town Council	\$ 439,193
Town Attorney	829,144
Municipal Judge	330,695
Administration	1,125,481
Internal Services	1,064,003
Finance	851,110
Communications & Strategic Initiatives	673,500
Information Technology	1,190,632
Planning	992,714
Town Facilities	884,467
Public Safety	
Police	6,454,024
Fire/EMS (County)	3,336,868
Emergency Management (County)	87,594
Communications Center (County)	910,001
Victim Services	447,616
Animal Shelter/Control	436,844
Building Inspections	578,852
Public Works	
Public Works Administration	659,943
Streets	2,336,645
Town Engineer	826,787
Yard Operations	52,242
Community Health & Human Services	
Community Health & Human Services	1,567,651
Community Initiatives	
Community Initiatives	530,700
Culture and Recreation	
Parks & Recreation (County)	2,919,210
Pathways	129,456
Memorial Park (Cemetery)	36,459
Unallocated	
Town-Wide Services & Insurance	390,232
Transfers Out	7,295,494
Total	<u>\$ 37,377,557</u>

Special Revenue Funds

Affordable Housing	
Community Development	\$ 1,638,898
Parking Exactions	
Community Development	5,500
Park Exactions	
Culture & Recreation	550,000
Employee Housing	
General Government	919,908
Transfers Out	134,687
Animal Care	
Public Safety	25,000
Transfers Out	100,000
Lodging Tax	
Culture and Recreation	-
Transfers Out	1,430,434
START Bus System	
Administration	2,091,123
Operations	7,870,451
Capital Outlay	7,430,780
Transfers Out	164,987
Total	<u><u>\$ 22,361,768</u></u>

Capital Projects Funds

Capital Projects (5th cent)

Public Works

Annual Street Maintenance	\$ 1,500,000
Annual R&M - Boardwalks	110,000
Annual R&M-Paint Projects	92,700
Broadway ADA (supplements WYDOT concrete slab replacement) - Jackso	800,000
S Park Loop Rd Turn Lane	500,000
North King Street Charter Bus & Gill Sidewalk (Water, Sewer) 550'-Lf	1,250,000
Broadway Inlets At Jean, Gros Ventre	40,000
Manholes/Cleanouts For Diversion At Garaman	150,000
Cemetery Stairs/Walkways	50,000
General ROW Improvements	50,000

Pathways

TOJ Bicycle Network Improvements	100,000
E-Bike Safety Improvements	300,000
Bike Racks	7,000
Pathway Bench	5,000
USFWS Connector & North Cache	35,000

Culture and Recreation

Parks & Recreation (County)	706,518
SK - Ice Rink Rubber Floor	150,000

Public Safety

Rifle Armor Plates	11,000
Jackson Hole Public Radio Safety Committee	593,015
Fire/EMS (County)	659,618
Emergency Management	19,780

Transit

Stilson - Transit Signal Priority	181,010
Stilson - Jorgenson 1 & 2	89,570

General Government

Security Upgrades for Council Chambers	70,000
Equity "House Cleaning" For Town Facilities/Properites - Comprehensive A:	30,000
Pw Yard Master Plan (Water & Sewer)	13,400
Pw Yard Facility Improvements (Water & Sewer)	33,400
Town Hall Elevator Control Replacement	175,000
Town Hall Upgrades	40,000
Town Hall Carpet & Paint Pd	31,000
155 Pearl - Install Repurposed Generator	25,000
Transfers Out	860,000

2010 SPET

Electrical Vehicle Charging Station (Fleet)	125,000
---	---------

2014 SPET

North Cache Pedestrian Streetscape Improvements (\$1,000,000) (Complete	10,000
Snow King/Maple Way	344,800
Gregory Lane Complete St/Drainage	850,000

2016 SPET

West Broadway Landslide	20,000
-------------------------	--------

2019 SPET

Gregory Lane Complete Street	8,000,000
Total	<u>\$ 18,027,811</u>

Enterprise Funds

Water Utility

Public Works

Maintenance and operations	\$ 1,395,231
Water wells	404,241
Billing, accounting, & insurance	337,684
Capital outlay	3,721,800
Debt service	66,970
Transfers Out	912,315

Sewage Utility

Public Works

Sewage plant operations	887,638
Maintenance and operations	899,557
Billing, accounting, & insurance	213,247
Capital outlay	4,394,800
Transfers Out	912,315
Total	<u>\$ 14,145,798</u>

Internal Service Funds

Employee Insurance	\$ 3,621,603
Fleet Management	2,673,672
Central Equipment	1,208,750
IT Services	<u>1,604,255</u>
Total	<u><u>\$ 9,108,280</u></u>

PASSED, APPROVED, & ADOPTED this 3rd day of June , 2024
Town of Jackson

By: _____
Hailey Morton Levinson
Mayor

ATTEST:

By: _____
Riley Taylor
Town Clerk

STAFF REPORT



Meeting Date:	June 3, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Internal Services	Presenter:	Riley Taylor
Agenda Item:	Resolution 24-12: A Resolution Providing Approval for a Grant to Conduct an Airport Related Environmental Study (Net Zero Road Map)	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.

Staff requests Council adopt Resolution 24-12 allowing the airport to accept grant funding for this energy efficiency and emission reduction measures.

Recommendations.

Staff recommends the Town Council adopt Resolution 24-12.

Background.

This is a grant from the Federal Aviation Administration under the Airport Improvement Program (AIP) Supplemental Discretionary Grant Program.

The maximum federal share for this grant is 93.75%.

The study will analyze our airport terminal buildings and systems, vehicles, and energy sources to identify energy efficiency and emission reduction measures to achieve Net Zero by 2050.

As background, the Biden Administration plans to achieve net-zero greenhouse gas emissions from the U.S. aviation sector by 2050. The airport industry, through its trade association, has adopted the same goal (net zero carbon emissions by 2050). The Airport Board is pursuing this goal through its effort to seek Airport Carbon Accreditation from Airports Council International. The Jackson Hole Airport is currently developing a baseline of existing emissions.

The Net Zero Roadmap will be prepared by the airport's environmental consultant, Mead & Hunt. The scope of work consists of 8 tasks (project management and coordination, data collection and review, business-as-usual emissions forecast, stakeholder engagement, net zero emissions reduction strategies, net zero pathway, capital planning and funding, draft net zero roadmap, and final net zero roadmap). The roadmap will be prepared in accordance with guidance published by Airports Council International and the National Academies of Sciences, Transportation Research Board.

Of note, stakeholder engagement will include outreach to Teton County, the Town of Jackson, and other public and private stakeholders.

As a co-sponsor of the AIP Supplemental Discretionary grant, the Town is 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 is expected to approve this grant at its meeting on June 19, 2024. The Teton County Commission is expected to approve this grant at its meeting on June 4, 2024.

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 1.5 hours to review attachments, draft this staff report, and administrative review.

Attachments or Links.

Draft Grant Agreement
Resolution 24-12

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

I move adoption of the proposed Resolution, and approval of the FAA Grant Agreement to Conduct Airport Related Environmental Study (Net Zero Carbon Roadmap) with the FAA obligation under the grant being a maximum of \$180,000.

**TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING
RESOLUTION 24-12**

**A RESOLUTION PROVIDING APPROVAL FOR A GRANT TO
CONDUCT AIRPORT RELATED ENVIRONMENTAL STUDY
(NET ZERO ROADMAP)
GRANT NO. 3-56-0014-081-2024**

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 to conduct an airport-related environmental study (Net Zero Roadmap) at the Airport in the maximum amount of \$180,000, 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 3-56-0014-081-2024 in the maximum amount of \$180,000 to conduct Airport Related Environmental Study (Net Zero Roadmap), as more fully described in the Project Application.

This Resolution shall become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 3rd day of June 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

May 15, 2024

Ms. Valerie Brown, President
Jackson Hole Airport Board
1250 E. 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 Airport Improvement Program (AIP) Project No. 3-56-0014-081-2024 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 **June 28, 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.

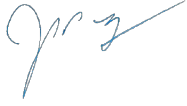
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that 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. Kevin Keith, (303) 342-1264, kevin.a.keith@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,

A handwritten signature in blue ink, appearing to read "JPB", with a long horizontal flourish extending to the right.

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	May 15, 2024	
Airport/Planning Area	Jackson Hole Airport	
Supplemental Appropriation Grant Number	3-56-0014-081-2024	[Contract # DOT-FA24NM-1016]
Unique Entity Identifier	KELEZHCKXHL6	
TO:	Jackson Hole Airport Board, Town of Jackson, Wyoming, and Teton County, Wyoming (herein called the "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 April 29, 2024, 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:

Conduct Airport Related Environmental Study (Net Zero Carbon Roadmap)

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 \$180,000.

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):

\$ 180,000 for planning;

\$ 0 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 June 28, 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. **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.
27. **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

28. **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).
29. **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.
30. **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.
31. **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.

32. **Excess Cost.** It is understood and agreed that notwithstanding that the Application includes therein planning work that the Sponsor has estimated at a total cost of \$212,700, the total allowable cost for purposes of determining federal participation shall not exceed \$192,000. Any project costs in excess of the federal allowable costs shall be the sole responsibility of the Sponsor.

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)

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.

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.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.

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.³

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)

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; 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.⁴

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

⁴ 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.⁵

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)

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.

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.⁶

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

⁶ 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 Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of 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, Wyoming, Teton County, 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 April 29, 2024.

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.

STAFF REPORT



Meeting Date:	June 3, 2024	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	Ordinance R - Westbank Sanitation Franchise Renewal – 3 rd and Final Reading to be designated Ordinance 1372	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 third and final reading and designate it Ordinance 1372.

Recommendations.

Staff recommends Council approve Ordinance R on third and final reading and designate it Ordinance 1372.

Background.

The current waste hauling franchise agreement with Westbank Sanitation expires May 27, 2024. This ordinance was adopted on first reading at the April 15, 2024 Town Council meeting, and second reading at the May 6, 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.

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 10 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 third and final reading and designate it Ordinance 1372.

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 6th DAY OF May, 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

STAFF REPORT



Meeting Date:	June 3, 2024	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	Three-Month Extension CenturyLink Franchise Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider a three-month extension of the current franchise agreement between the Town and CenturyLink.

Requested Action.

Staff requests Council review and consider the ordinance extending the franchise agreement between the Town and CenturyLink for a three-month period attached to this staff report.

Recommendations.

Staff recommends Council approve the ordinance extending the franchise at first reading.

Background.

The Town and CenturyLink last entered into a franchise, pursuant to which CenturyLink provides telecommunications services to residents and businesses within the Town, in 2019. The term of the franchise was four years, or until December 31, 2023, after which time the franchise became a “holdover” franchise on a month-to-month basis through June 30, 2024. If a new franchise is not entered by June 30, 2024, or an extension granted, then general principles of law control with respect to termination of the franchise.

In accordance with the provisions of the existing franchise, the Town Attorney contacted CenturyLink in May of 2023 to enter “good faith negotiations regarding renewal of the franchise.” The parties are still in negotiations at this time.

Analysis & Key Policy Questions.

Key Policy Question: Is Council willing to extend the CenturyLink franchise for 90 days?

- **Policy Considerations.** Important policy issues associated with this item include that 1) Telecommunications services are a critical service to residents and businesses within the Town of Jackson and the service will be able to continue during the extension; and 2) CenturyLink will continue to pay the franchise fee during the extension.
- **Staff Recommendation.** Staff recommend Council approve the ordinance granting the three-month extension, during which time the Town Attorney will negotiate appropriate terms and conditions for CenturyLink to operate within the rights-of-way of the Town and bring back a contract for Council to consider.

Possible Alternatives.

Council may elect to reject the extension, thus terminating the franchise, and direct the Town Attorney to provide options for next steps with respect to CenturyLink.

Comprehensive Plan & Priority Alignment.

This item aligns with Section 8, quality service delivery to the public, as reliable and quality communications infrastructure is critical to, not only economic health, but general health, safety, and welfare of residents and visitors alike.

Fiscal Impact.

The fiscal impact of this item is neutral, CenturyLink will continue to pay the agreed-upon franchise fee in the 2019 Agreement during the extension period. The fee is \$25,000 per year, paid in quarterly installments.

Staff Impact.

The staff impact of this item has been focused in the Legal Department, estimated at 30 hours, and Public Works and Administration, estimated at a combined 12 hours.

Attachments or Links.

Ordinance S.

Suggested Motion.

I move to approve Ordinance S, an ordinance granting a three-month extension of the current CenturyLink Franchise, on first reading.

ORDINANCE S

AN ORDINANCE AMENDING ORDINANCE 1243 EXTENDING THE TERM OF THE FRANCHISE GRANTED TO QWEST CORPORATION D/B/A CENTURYLINK QC ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM FOR THE PURPOSE OF SUPPLYING SERVICE TO THE TOWN OF JACKSON AND GRANTED ON DECEMBER 18, 2019.

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

SECTION I.

WHEREAS, the Franchise previously granted to Qwest Corporation dba CenturyLink QC ("Grantee") for the purpose of providing Telecommunication Services to the Town of Jackson, Wyoming ("Franchising Authority"), will expire on June 30, 2024. This Amendment extends the current Franchise Agreement for an additional three (3) months, extending the Franchise by its terms through September 30, 2024. The Parties are willing to be bound by the terms and conditions of this Amendment.

WHEREAS, the extension will not constitute a waiver or compromise of any right or claim either party may have under the current Franchise or applicable law as of the effective date of this Amendment, and during the remaining Franchise term.

IN WITNESS WHEREOF, the parties hereto have entered into this Franchise Extension Agreement on

_____, _____.

Town of Jackson, WY

Quest Corporation, d/b/a CenturyLink QC, Grantee

By: _____

By: _____

Title: _____

By: _____

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This ordinance shall become effective after its passage, approval, and publication.

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

PASSED 2ND READING THE _____ DAY OF _____, 2024

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

BY: _____
Hailey Morton Levinson, Mayor

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance ____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of ____, 2024. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

ATTEST:

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	June 3, 2024	Meeting Title:	Town Council Regular
Submitting Department:	Internal Services	Presenter:	Lynsey Lenamond
Agenda Item:	Board of Examiners (BOE) Reappointments	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Mayor and Council to consider appointments/reappointments to the Board of Examiners.

Requested Action.

Staff requests that Council reappoint board members with expiring terms on the Board of Examiners.

Recommendations.

Staff recommends the reappoint of three current members of the BOE.

Background.

The BOE is made up of 5-9 members, with each term lasting two years. Three members of the BOE have terms expiring on July 31, 2024. Those members are Kasey Mateosky, Tyson Slater, and Katie Wilson. All would like to serve a new term. The other current members are Jade Beus and Mike Mielke.

With these reappointments, staff will also continue to advertise for additional vacancies on the BOE with the hopes of filling all possible seats. Thus far, after several weeks of advertising, staff has not received any letters of interest.

Analysis & Key Policy Questions.

Key Policy Question: Is the Town Council comfortable with reappointments of current members to the BOE?

If Council does not wish to make reappointments, it can direct staff to advertise for the vacancies and schedule interviews if letters of interest are received.

Possible Alternatives.

1. Make appointments/reappointments at a later date.
2. Direct staff to advertise for letters of interest.

Comprehensive Plan & Priority Alignment.

Having a Board of Examiners is in alignment with Principle 8.1, *Strategies to maintain current, coordinated service delivery.*

Fiscal Impact.

There is no fiscal impact if the Town Council reappoints current BOE members.

Staff Impact.

Staff spent approximately 1 hour speaking to current BOE members and preparing this staff report.

Attachments or Links.

None.

Suggested Motion.

If Council chooses to reappoint current members:

I move to reappoint Kasey Mateosky, Katie Wilson, and Tyson Slater to the Board of Examiners for two-year terms, all of which shall expire July 1, 2026.

If Council chooses not to make reappointments and to direct staff to advertise the open seats:

I move to direct staff to advertise for three seats on the BOE and schedule interviews after letters of interest have been received.

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: June 3, 2024

RE: Town Manager's Report

Mountains of Color Film Fest

The Town received a request to support the 'Mountains of Color Film Fest' again this year. This will be the second year for this festival, which received considerable positive feedback from the local community and beyond in its inaugural year. This year the festival is expanding to 2 nights of films and 3 days of events. With approval of the Town Manager's report, the Town will support this festival with \$1,000 from the Community Initiatives line item in this year's budget.

Temporary Sign Permits

The Temporary Sign Permits for Council consideration at this meeting are:

- ✓ Hole Food Rescue requests to hang one temporary banner at 105 Buffalo Way (Albertsons) from August 11- 23, 2024, to advertise their Million Pound Party (P24-073).
- ✓ R Park requests to hang one temporary banner at 105 Buffalo Way (Albertsons) from June 7- 20, 2024, to advertise their 10 Years of R Park (P24-084).
- ✓ Carving The Future requests to hang one temporary banner at 105 Buffalo Way (Albertsons) from June 19- 29, 2024, to advertise their Skate. Art. Stoke. Art Auction (P24-085).

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.